



CITY OF CARMEL-BY-THE-SEA  
DEPARTMENT OF PUBLIC WORKS  
SPECIFICATIONS  
FOR

**Landscape Maintenance Services at 19 Sites  
20-20-009**

**Pre-Bid Conference:**

May 12, 2020 at 10:am  
Conference call 307-364-0429  
Pin: 810 336 756#

**Bidder Questions Due by:**

May 15, 2020 at 11:00 am  
Direct questions to Sara Davis, City Forester at [sdavis@ci.carmel.ca.us](mailto:sdavis@ci.carmel.ca.us)  
All questions must be submitted in writing and submitted by email.

**Responses to Bidder Questions to be Posted on City Website by:**

May 19, 2020 at 5:00 pm

**Bid Submittal Due Date and Time:**

May 28, 2020 at 2:00 pm

**Bids to be Publicly Opened Immediately after Bid Submittal Due Date and Time:**

Carmel City Hall Council Chambers on the Eastside of Monte Verde Street between Ocean and 7th Avenues Carmel-by-the Sea.

Prepared by  
City of Carmel-by-the-Sea  
Department of Public Works  
Junipero Avenue between Fourth and Fifth Avenue  
Carmel-by-the-Sea, CA 93921  
Website: <http://ci.carmel.ca.us>

TECHNICAL SPECIFICATIONS PREPARED BY:

APPROVED FOR SERVICES:

\_\_\_\_\_  
Sara Davis  
City Forester

\_\_\_\_\_  
Robert M. Harary, P.E.  
Director of Public Works

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Landscape Maintenance Services  
20-20-009**

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**CITY OF CARMEL-BY-THE-SEA  
DEPARTMENT OF PUBLIC WORKS**

**PART I: NOTICE TO CONTRACTORS**

The City of Carmel-by-the-Sea (the "City") is soliciting bids from qualified contractors for Landscape Maintenance Services.

The work in general consists of but is not limited to: Removal of sand, soil, debris, litter, weeds and vegetation. This removal work may be performed by hand or mechanically with non-gas powered equipment. Work must conform to water quality best management practices. No herbicides may be used to control weeds and other vegetation. Pruning and shearing of shrubs and vines conforming to industry best management practices. Gas powered equipment may be used for shearing but non-gas powered equipment is preferred. Mowing of turf and naturalized vegetation to conform to best horticultural standards. Gas powered equipment may be used for mowing. Irrigation maintenance, programming of irrigation timers, and monitoring for breaks and appropriateness of irrigation rates. Bedding plant acquisition and planting. Turf aeration, re-seeding, and fertilization. Fish pond care and maintenance. Water feature monitoring. Wood mulch installation. Work to be performed on an as needed basis at one to 58 locations. This is a one year contract with the option for extension of two additional years.

**Submit bids in a sealed envelope to City Hall, attention City Clerk.  
Mail or deliver sealed bids to be received at the following address by 2:00 pm Thursday May 28,2020.**

US Mail	City of Carmel-by-the-Sea City Clerk P.O. Box CC Carmel-by-the-Sea, CA 93921
FedEx / UPS / Hand Delivery	City of Carmel-by-the-Sea City Clerk Eastside of Monte Verde Between Ocean and Seventh Avenues Carmel-by-the-Sea, CA 93921

Immediately after the deadline, bids will be publicly opened and read in the City Council Chambers. At the time of the bid opening, the successful Bidder must be legally entitled to perform Contracts requiring a California C27 Landscaping Contractor's License. Any Bidder or Contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

All electricians performing work under this Contract, as defined as making electrical connections at or above 100 volt-amperes, shall be certified pursuant to Section 3099 et seq. of the California Labor Code. Contractor shall submit proof of certification, or proof that the requirements of Section 3099.4 (a) of the California Labor Code have been met, prior to electricians commencing work under this Contract.

**SPECIFICATIONS AND BID FORMS**

Specifications, including instructions to Bidders and all necessary Contract documents and forms, are available on-line from the City's website located at <http://ci.carmel.ca.us>. **Submit the original bid proposal unbound with wet signatures (see Appendix A for required Bid Forms for Submittal) in a sealed envelope clearly marked on the exterior Landscape Services and 20-20-009.**

When submitting a bid in a sealed envelope within another sealed envelope, such as an envelope provided by an overnight carrier, be sure to also mark the exterior of the outermost envelope or overnight carrier's envelope clearly with the project name, bid opening date, bid opening time and name of bidder.

### **PRE-BID CONFERENCE**

A Non-Mandatory Pre-Bid Conference is scheduled for 10:00am on Tuesday, May 12, 2020 via conference call at 307-364-0429 pin 810 336 756#. This conference will allow bidders to receive an overview of the Contract, and ask questions.

Attendance is encouraged but not mandatory.

### **INQUIRIES**

**Only the following individual may be contacted during the bidding period and this individual may only be contacted via email:**

**All Questions shall be submitted to:**

**Sara Davis  
City Forester  
Email: [sdavis@ci.carmel.ca.us](mailto:sdavis@ci.carmel.ca.us)**

To provide adequate response time prior to the bid opening, all questions regarding this Invitation for Bids must be submitted in writing to the appropriate person shown above by the time stated on the cover sheet. If the issue materially affects the Bid, the information will be incorporated into an addendum and posted on the City's website at <http://ci.carmel.ca.us> by the date and time listed on the cover sheet.

No letters or correspondence will be sent notifying prospective Bidders of any modifications or clarifications to the Invitation for Bids. It is the Bidder's responsibility to review all Addenda posted to the City website and to acknowledge Addenda by dating and initialing Page 5 in Appendix A, Bid Forms for Submittal.

### **PREVAILING WAGES**

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, on all public works construction Contracts and all public works Contracts for alteration, demolition, repair or maintenance work exceeding one thousand dollars (\$1,000). Local wage rates may be obtained from the Department of Industrial Relations, State of California, 455 Golden Gate Avenue, San Francisco, California (415-703-4774). Any Contractor awarded a public works Contract that uses a craft or classification not in the general prevailing wage determinations is required to pay the wage rate most closely related in the general determinations, effective at the time of the bid opening.

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any Contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. See Part III of these Specifications for additional requirements. In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Carmel-by-the-Sea shall provide notice to the Department of Industrial Relations (DIR) of the award of any public works Contract subject to the requirements of Chapter 1 of the Labor Code, within five (5) days of the award, but in no event later than the first day in which a

Contractor has workers employed upon the public work. The notice shall be transmitted electronically in a format specified by the DIR (see <https://www.dir.ca.gov/pwc100ext>) and shall include the name and registration number issued by the DIR pursuant to Section 1725.5 of the Contractor, the name and registration number issued by the DIR pursuant to Section 1725.5 of any subcontractor listed on the successful bid, the bid and Contract award dates, the Contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

**Additional Information Effective 2017:**

In 2014, SB 854 (Chapter 28, Statutes of 2014) created a new system for oversight of prevailing wage compliance by the California DIR. It required Contractors and subcontractors to register with the DIR in order to bid or Contract for public works projects and to submit payroll records directly to the DIR through a new online portal. SB 854 also required cities and other local agencies to notify the DIR online within thirty days after award of a public works Contract.

SB 96 (Chapter 28, Statutes of 2017) was signed into law on June 27, 2017, as a budget trailer bill and became effective immediately. SB 96 refines and expands SB 854's requirements and adds significant penalties for local agencies that fail to comply with prevailing wage requirements. Because prevailing wage requirements apply to all public works Contracts over \$1,000, these new requirements will apply to the vast majority of municipal public works projects.

The Public Contract Code requires Bidders to submit a list of every subcontractor that will perform work in excess of one half of one percent of the Contract price. SB 96 requires that the subcontractor list form now include the DIR registration number for each listed subcontractor. An inadvertent error in listing a subcontractor's DIR number will not be grounds for a bid protest or for rejecting the bid as nonresponsive if the Contractor provides the correct number within 24 hours following the bid opening.

**BID BOND**

Cash, a certified check or cashier's check, payable to the order of the City of Carmel-by-the-Sea, or a satisfactory bid bond, in original form (no fax or photocopy shall be accepted), executed by the Bidder and an acceptable surety in an amount equal to 10% of the bid amount shall be submitted with each bid.

**BID VALIDITY**

No Bidder may withdraw their bid for a period of ninety (90) days from the date of opening of the bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract. Any bid withdrawal before the expiration of such time period shall result in the forfeiture of Bidder's Bid Bond. In the event of a bid mistake resulting from a clerical error made by the Bidder, withdrawal of such bid without forfeiture of the Bid Bond may only be allowed if the criteria set forth in California Public Contracts Code Sec. 5103 are met and the procedures set forth therein are followed; any such approval by City of Bidders request to withdraw bid shall be at the sole discretion of the City.

**RESPONSIBLE BIDDER**

Responsible Bidder as it pertains to this Contract shall be as follows:

1. **Standards of Responsibility:** The City may reject bids on the basis of non-responsibility. A responsible Bidder is one that has the capacity in all respects to perform fully the Contract requirements, and the integrity and reliability which will assure good faith performance of the Contract. Factors to be considered in determining whether the standard of responsibility has been met include whether a Bidder has:

- a. The appropriate financial, material, equipment, facility, capacity (adequate workforce to complete the job in a timely fashion) and personnel resources, including all required certifications, licenses, and expertise necessary to indicate its capacity to meet all contractual requirements, including the following specific requirements:
    - i. Adequate workforce to meet multiple critical work schedules at once;
    - ii. Ability to start projects on the commencement dates set forth by the City and satisfactorily complete them within the City's stated time limits;
  - b. A satisfactory record of performance, including but not limited to any prior work performed by Bidder for the City or other agency;
  - c. Evidence of Bidder's ability to provide the required bonding and insurance capacity. Apparent low Bidder with cash or cashier's check as bid bond is required to submit a pre-qualification letter from an acceptable surety or cashier's check as performance bond within fourteen (14) calendar days of the bid opening;
  - d. A satisfactory record of integrity, diligence, and professionalism in the specific Contract work;
  - e. The legal qualifications to Contract with the City; and
  - f. Supplied all information requested by the City in connection with the inquiry concerning responsibility.
2. **Information Pertaining to Responsibility.** The prospective Contractor shall supply any information requested by the City concerning the responsibility of such Contractor, including the qualifications and performance records of Contractor's employees and proposed subcontractors. If the prospective Contractor fails to supply the requested information, the City shall base the determination of responsibility in award of the Contract upon any available information, or may find the prospective Contractor non-responsible on the basis of its failure to provide the requested information to the City.
3. **The City's Duty Concerning Responsibility.** Before awarding a Contract, the City must be satisfied that the prospective Contractor is responsible. The City may use the information provided by prospective Contractor as well as information obtained from other legitimate sources, including City staff's own experience with the prospective Contractor and prospective Contractor's employees.
4. **Written Determination of Non-responsibility Requirements.** If a Bidder who otherwise would have been awarded the Contract is found non-responsible, a written determination of non-responsibility setting forth the basis determination shall be prepared by the City and sent to the non-responsible Bidder. The Bidder shall have an opportunity to appeal the City's determination on non-responsibility.

### **BID REJECTION**

The City reserves the right to reject any or all bids as the best interests of the City may dictate and, to the extent permitted by law, waive any irregularity in any bid. If there is any reason for believing that collusion exists among the Bidders, the City may reject any or all bids.

### **UNBALANCED BID**

Bids which are obviously unbalanced may be rejected. For the purposes of this section, an unbalanced bid is one that (a) has unit prices based on nominal prices for some items of work and enhanced unit prices for other items of work, and (b) the amount and manner in which the unit prices are distributed is not reflective of the true cost to perform the work. Any unbalanced bid may be rejected by the City whether or not the result of the unbalanced bid increases the cost of the project to the City.



## **BIDDER PROTEST**

All bid protests shall follow the procedures set forth below:

- 1) Grounds for Protest. Authority to protest shall be limited to Bidders. A written protest may be filed based on the following grounds:
  - a) Failure of the City to apply correctly the standards of review, evaluation, or scoring of a bid or proposal as specified in the solicitation documents.
  - b) Such other grounds as would create a cause of action at law or in equity.
- 2) Bidder protests must be submitted in writing within five (5) business days after the bid opening. Such protests may be filed immediately after the bid opening. Protests will be accepted in person or via mail, either delivery shall be to City of Carmel-by-the-Sea, Office of the City Clerk, P.O. Box CC, Carmel-by-the-Sea, CA 93921. Once the bid protest package has been received, follow-up communications in reference to the bid protest may be made to the City Clerk's Office by telephone, fax, or email.
- 3) The written formal protest must contain the following:
  - a) Identification of the specific Contract provision, City Purchasing Code and/or other statutory or regulatory provision(s) that the City is alleged to have violated;
  - b) Description of each act alleged to have violated the statutory or regulatory provision(s) identified above;
  - c) A precise statement of the relevant facts that includes dates, timelines, involved parties, and all supporting documents. Supporting documentation not submitted within the five (5) business days described in this subsection (b) will not be reviewed;
  - d) An identification of the issue(s) that need to be resolved that support the protest;
  - e) A statement of the form of relief requested.
- 4) If a timely protest is filed, City Clerk's Office shall notify the involved department(s).
- 5) The applicable City department(s) will conduct an investigation, gather information, prepare documentation of its findings and make every effort to resolve the protest to the mutual satisfaction of all stakeholders. Whether or not the protest cannot be mutually resolved, the department(s) or City Clerk's Office will notify the protest Bidder(s), in writing. The notice to the protester shall state the basis of Bidder's protest(s), the results of the investigation, findings, recommendation(s) and reasons for the action taken and delivered to the protesting Bidder(s).
- 6) Bid Protestors may appeal, in writing, to the City Administrator within five (5) business days of receipt of the written notification. The City Administrator shall have five (5) business days to make a decision which shall be final.
- 7) Alternatively, Bid Protestors may attend the next City Council meeting to make a public comment. While the City Council may accept the public comments, no action will be taken by the City Council at said meeting.

## **INTERPRETATION OF SPECIFICATIONS**

Should a Bidder be in doubt as to the true meaning of any item in the Specifications or should Bidder discover items containing discrepancies or omissions, the City Forester shall be immediately notified. All requests for interpretations must be submitted at least ninety-six (96) hours before bid opening by email to Sara Davis at [sdavis@ci.carmel.ca.us](mailto:sdavis@ci.carmel.ca.us).

If found necessary, interpretation or correction will be made by written Addendum, a copy of which will be posted on the City website at <http://ci.carmel.ca.us>. Such Addenda are to be considered as part of the Contract documents, and the Bidder shall acknowledge this condition by listing each Addendum by number in his bid. The City Forester shall not be held responsible for any oral interpretations or instructions. No addenda can be issued less than seventy-two (72) hours before bid opening without an accompanying bid time extension. The City Forester reserves the right to make decisions on extending the bid period.

## **DEFINITIONS**

For the purposes of this document, the following definitions shall apply:

<u>ADA:</u>	Americans with Disabilities Act of 1990, Titles II and III, revised September 15, 2013
<u>BMP:</u>	Best Management Practice
<u>BIDDER:</u>	Party submitting a bid for consideration by the Carmel-by-the-Sea.
<u>CITY:</u>	The term <u>City</u> refers to and indicates the City of Carmel-by-the-Sea, Monterey County, State of California.
<u>CONTRACTOR:</u>	The term <u>Contractor</u> refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this Contract and specifications.
<u>COUNCIL OR CITY COUNCIL:</u>	The City Council of the City of Carmel-by-the-Sea.
<u>GENERAL PROVISIONS:</u>	Part III of these Specifications.
<u>SPECIAL PROVISIONS:</u>	Part IV of these Specifications.
<u>SPECIFICATIONS:</u>	This document, in its entirety.

**PART II:**



CITY OF CARMEL-BY-THE-SEA  
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS  
FOR

**Landscape Maintenance Services  
20-20-009**

**BID PROPOSAL**

To the Honorable City Council  
City of Carmel-by-the-Sea  
City Clerk  
Eastside of Monte Verde  
Between Ocean and Seventh Avenues  
Carmel-by-the-Sea, CA 93921

The undersigned declares to have carefully examined the location of the proposed work, that the Scope of Work and Specifications, as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Scope of Work and Specifications for lump sum and unit prices set forth in the following schedule.

BID APPROVAL:

\_\_\_\_\_  
PRINCIPAL/ OWNER

\_\_\_\_\_  
COMPANY

DATE: \_\_\_\_\_

**Landscape Services  
20-20-009**

\_\_\_\_\_  
COMPANY

**BID SCHEDULE**

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS	Each	\$
2	Task items 1 through 19	1	LS	Each	\$
BASE BID SUBTOTAL (SUBTOTAL A):					\$
BASIS OF AWARD: (In Words)			(In Figures) \$		
Bid Add Alternates			\$		
3	Task items 20 through 32	1	LS	Each	\$
ADDITIVE BID SUBTOTAL (SUBTOTAL B):					\$
GRAND TOTAL (SUBTOTAL A + SUBTOTAL B):					\$
GRAND TOTAL: (In Words)			(In Figures) \$		

**BASE BID SCHEDULE (See Exhibit 1.)**

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
1	Scenic Road Steps				
a	Remove sand, debris & litter	2	LS		
b	Clear vegetation from stairs	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
2	Scenic Road Stone Patios				
a	Remove sand, debris & litter	2	LS		
b	Clear vegetation from patios	1	LS		
c	Remove vegetation, sand, debris, & litter from under benches & trash cans	2	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
3	San Antonio Walkways				
a	Remove sand, debris & litter	1	LS		
b	Clear vegetation from walkways	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
4	Boardwalk & Viewing Platform Located at Del Mar & Ocean Ave				
a	Remove sand, debris & litter	2	LS		
b	Clear vegetation from boardwalk and platform	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
5	Tennis Courts & Parking Areas in Forest Hill Park				
a	Remove sand, soil, debris & litter Remove vegetation, sand, soil, debris & litter from walkways & parking area	1	LS		
b		1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
6	Vista Lobos Park				
a	Remove sand, soil, debris & litter from walkways, stairs, deck & parking area edges	1	LS		
b	Clear vegetation from boardwalk and platform	1	LS		
c	Maintain irrigation - monitor & adjust as needed	1	LS		
d	Remove weeds, debris and litter from planter beds	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
7	First Murphy Park & House Garden				
	Remove sand, soil, debris & litter from				
a	walkways, patios & parking areas	1	LS		
b	Clear vegetation from walkways, deck, & benches	1	LS		
c	Maintain irrigation - monitor & adjust as needed	1	LS		
d	Remove weeds, debris and litter from planter beds	1	LS		
	Remove vegetation, sand, debris, & litter from				
a	under benches & trash cans	1	LS		
Subtotal					

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
8	Sunset Center North Lot				
a	Perimeter areas & connecting pathways	1	LS		
	Remove sand, soil, debris & litter from walkways,				
	patios & parking areas	1	LS		
b	Clear vegetation from walkways, deck, & benches	1	LS		
c	Maintain irrigation - monitor & adjust as needed	1	LS		
d	Remove weeds, debris and litter from planter beds	1	LS		
	Remove vegetation, sand, debris, & litter from				
f	under benches & trash cans	1	LS		
Subtotal					

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
9	Forest Hill Park - Lower Section				
	Remove, sand, soil, debris & litter from				
a	pathways & basketball court	1	LS		
	Clear vegetation from pathways, playground, &				
b	basketball court	1	LS		
c	Mow public use areas	1	LS		
d	Mow perimeter of open spaces	1	LS		
Subtotal					

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
10	Lester Rowntree Native Plant Garden				
	Remove soil, debris & litter from pathways &				
a	rake pathways	1	LS		
b	Clear vegetation from pathways	1	LS		
	Remove vegetation, debris, & litter from under				
c	benches & trash cans	1	LS		
Subtotal					

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
16 Devendorf Park					
a	Remove sand, soil, debris & litter from pathways & patios	1	LS		
	Remove sand, soil, debris & litter from sidewalks, walkways, & patios	1	LS		
c	Clear vegetation & weeds from planter areas & walkways	1	LS		
d	Remove vegetation & debris from drainage channel	1	LS		
	Remove vegetation, debris, & litter from under benches & trash cans	1	LS		
f	Mow turf to an appropriate height & trim edges as needed	1	LS		
g	Maintain irrigation - monitor & adjust as needed	1	LS		
h	Clear debris from pond	1	LS		
i	Feed fish	1	LS		
j	Remove ivy	1	LS		
Subtotal					

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
17 Piccadilly Park					
a	Remove sand, soil, debris & litter from sidewalks, walkways, & patios	1	LS		
b	Remove litter from park	1	LS		
c	Remove vegetation, debris, & litter from under benches	1	LS		
d	Clear vegetation & weeds from planter areas & walkways	1	LS		
e	Maintain irrigation - monitor & adjust as needed	1	LS		
f	Fill fountain as needed	1	LS		
Subtotal					

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
18 Harrison Memorial Library					
a	Remove sand, soil, debris & litter from sidewalks, walkways, & patios	1	LS		
	Remove vegetation, debris, & litter from under benches & trash cans	1	LS		
c	Clear vegetation & weeds from planter areas & walkways	1	LS		
d	Maintain irrigation - monitor & adjust as needed	1	LS		
Subtotal					

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
19 Harrison Memorial Library Park Branch					
a	Remove sand, soil, debris & litter from sidewalks, walkways, & patios	1	LS		
	Remove vegetation, debris, & litter from under benches & trash cans	1	LS		
c	Clear vegetation & weeds from planter areas & walkways	1	LS		
d	Maintain irrigation - monitor & adjust as needed	1	LS		
Subtotal					

**BID ADD ALTERNATES TASK ITEM 20 - 32**

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
20	Mountain View entrance to Mission Trail Nature Preserve				
	Remove sand, soil, debris & litter from walkways,				
a	stairs & 2 bridges	1	LS		
b	Remove vegetation & weeds from walkways and bridges	1	LS		
	Remove vegetation, debris, & litter from under				
c	benches & trash cans	1	LS		
Subtotal					

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
21	Post office Plaza and Parking Lot				
	Remove sand, soil, debris & litter from walkways,				
a	patio & parking lot edges	1	LS		
	Remove vegetation & weeds from walkways,				
b	parking area & patio	1	LS		
c	Clear vegetation & weeds from planter areas	1	LS		
Subtotal					

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
22	Lincoln St Pathway Between 3rd and 4th Aves				
	Remove sand, soil, debris & litter from walkways,				
a	& bridges	1	LS		
b	Remove vegetation & weeds from walkways, & bridge	1	LS		
Subtotal					

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
23	Pathway from Dead-end of Santa Fe South of 8th Ave to Vizcaino				
a	Remove sand, soil, debris & litter from walkway	1	LS		
b	Remove vegetation & weeds from walkways	1	LS		
Subtotal					

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
24	Jane Power's Walkway				
a	Remove sand, soil, debris & litter from walkway		LS		
b	Remove vegetation & weeds from walkways		LS		
Subtotal					

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
25	Pathway San Carlos & 2nd				
a	Remove sand, soil, debris & litter from walkway	1	LS		
b	Remove vegetation & weeds from walkways	1	LS		
c	Mow annual weeds	1	LS		
Subtotal					



Item #	Description	Approximate Quantity	Unit	Unit price	Amount
26	4th Ave Pathways, Boardwalk, & Stairways				
a	Remove sand, soil, debris & litter from walkways, boardwalks, & sta 1		LS		
b	Remove vegetation & weeds from walkways, boardwalks, & sta 1		LS		
c	Remove vegetation, debris, & litter from under benches & trash 1		LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
27	Martha's Stairway				
a	3rd Ave between San Carlos & Dolores	1	LS		
b	Remove sand, soil, debris & litter from stairway	1	LS		
c	Remove vegetation & weeds from stairway	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
28	Rio Rd Medians Between Junipero and Lasuen Pathway				
a	Remove sand, soil, debris & litter from walkways, boardwalks, & sta 1		LS		
b	Remove vegetation & weeds from walkways, boardwalks, & sta 1		LS		
c	Remove vegetation, debris, & litter from under benches & trash 1		LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
29	Forest Theater				
a	Remove sand, soil, debris & litter from walkways, patio & parking lot	1	LS		
b	Remove vegetation & weeds from walkways, patio & parking lot	1	LS		
c	Clear vegetation & weeds from planter areas	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
30	Public Works & CPD				
a	Remove sand, soil, debris & litter from walkways, patio & parking lot	1	LS		
b	Remove vegetation & weeds from walkways, patio & parking lot	1	LS		
c	Clear vegetation & weeds from planter areas	1	LS		
d	Remove vegetation, debris, & litter from under benches & trash cans	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
31	Scout House				
a	Remove sand, soil, debris & litter from walkways, patio & parking lot	1	LS		
b	Remove vegetation & weeds from walkways, patio & parking lot	1	LS		
c	Clear vegetation & weeds from planter areas	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
32	Scenic Pathway				
a	Remove weeds and vegetation from pathway	1	LS		

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
33	Junipero Medians				
a	Mow vegetation	2			

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
34	9th Ave Easement				
a	Mow vegetation	2	LS		

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
16	Devendorf Park				
k	Aerate & reseed turf	1	LS		
l	Turf fertilization	2	LS		
Subtotal					

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
Fill 23	Mutt Mitt Stations	2	LS		

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
34 & 35	Installation of annual bedding plants	1	LS		

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
Mulch installation at sites:		6	1	LS	
		7	1	LS	
		8	1	LS	
		10	1	LS	
		12	1	LS	
		14	1	LS	
		15	1	LS	
		16	1	LS	
		18	1	LS	
		19	1	LS	
		21	1	LS	
		25	1	LS	
		28	1	LS	
		29	1	LS	
		30	1	LS	
		31	1	LS	
Subtotal					

Do not enter "N/A" or leave any bid item blank in the Bid Schedule. If a bid item amount is zero, enter \$0.00. If a bid item is included elsewhere, enter \$0.00. Please enter fully burdened hourly rates for ALL items, including rates for Subcontractors if the Bidder cannot directly provide the labor or equipment listed.

## **BASIS OF AWARD**

Award of Contract, if any be made, shall be made to the Contractor with the lowest responsive, responsible bid based on the Base Bid items 1 – 19.

## **BID ITEM DESCRIPTIONS**

### **1. Mobilization and Demobilization**

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the City Forester. This item also includes the movement of construction personnel, equipment, supplies and incidentals to and from the project sites, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work. This item shall also include obtaining bonds, insurance policies, licenses, and permits required by the Contract documents, project meetings, coordination and all related administrative costs for this Project. Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the Schedule of Values, 2) the Construction Schedule, 3) Traffic Control Plans, the Contractor may use up to two (2) parking spaces adjacent to the jobsite at no cost, 4) Quality Control Plan, 5) all Submittals and Shop Drawings, 6) Electrician Certifications, 7) Subcontractor's Certificate of Good Faith Effort to Hire Local, 8) Fringe Benefit Summary Statement, 9) Providing traffic control devices in accordance with approved Traffic Control Plan, 10) Conforming the "Environmental/Pollution Prevention Requirements" per Part IV, Starting on page 16, 11) Tree Protection. Also included in this bid item is maintaining the project sites, regular cleanup and final cleanup, temporary fencing and staging area, if any.

### **2. Landscape Maintenance Services**

Measurement and payment for this item shall be on a lump sum (LS) basis as issued via Task Notice. The work shall include, at sites in Exhibit 1 but not be limited to:

- A. Removal of sand, soil, debris, litter, weeds and vegetation at various locations throughout the City.
- B. Pruning and shearing of shrubs and vines conforming to industry best management practices at site 11 – Flanders Mansion.
- C. Mowing of turf and naturalized vegetation to conform to best horticultural standards
- D. Irrigation maintenance, programming of irrigation timers, and monitoring for breaks and appropriateness of irrigation rates at sites 6 – Vista Lobos, 7 – First Murphy Park, 15 – Ocean Ave Medians, 16 – Devendorf Park, 17 – Piccadilly Park, 18 – Harrison Memorial Library, and 19 – Park Branch Library.
- E. Bedding plant acquisition and planting. Planting at two locations – 34 and 35.
- F. Turf aeration, re-seeding, and fertilization.
- G. Fish pond care and maintenance.
- H. Water feature monitoring at site 17 – Piccadilly Park.
- I. Wood mulch installation at various locations throughout the City.

## **ANCILLARY ITEMS**

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and no additional compensation will be allowed therefore.

## **BID CLARIFICATION**

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option

to award any or all the additive bid items, in any order, in addition to the original Contract after the lowest responsive, responsible Bidder has been determined, should the City obtain additional funding for additive alternatives not awarded with the original Contract. All Bid items for the base bid and all additives must be filled out. Incomplete Bid Schedules will render the bid proposal as non-responsive.

If a bid item amount is zero, enter \$0.00. If a bid item is included elsewhere, enter \$0.00. Do **not** enter "N/A" or leave any bid item blank in the Bid Schedule.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Carmel-by-the-Sea does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary.

Bidders may withdraw or revise their bid personally, or upon a written request, or at any time prior to the hour set for the opening of bids, but not thereafter. The City shall not accept faxed copies of bid bonds, affidavits or any other documents where an original document or signature is required by these Specifications. Bids may not be withdrawn for the time period specified in Bid Validity of Part I.

The Non-Collusion Declaration included in this document shall be executed and submitted with each bid.

**DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS**

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No: \_\_\_\_\_, Class: \_\_\_\_\_, Expiration date: \_\_\_\_\_.

**THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN**

\_\_\_\_\_ COUNTY, CALIFORNIA, ON \_\_\_\_\_, 201\_\_\_\_.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

**FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:**

<u>ADDENDA</u>	<u>DATE RECEIVED</u>	<u>INITIAL</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

**EXAMPLE PROJECTS**

Bidder shall list at least three (3) jobs of a similar nature completed by Bidder's organization within the past three (3) years. (Please include Reference Contact Information on the following page.)

<b>Date Completed</b>	<b>Dollar Amount</b>	<b>Organization</b>	<b>Job Type</b>	<b>Project Location</b>

**REFERENCES**

List at least three (3) organizations of similar size, billing numbers and frequency where the same/similar services, as stated herein, have been provided. (Note: lack of three comparable agencies will not disqualify proposer.)

**ORGANIZATION**

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Contact Person					Title
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Address	P.O. Box	City	State	Zip
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Phone Number					Email
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**ORGANIZATION**

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Contact Person					Title
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Address	P.O. Box	City	State	Zip
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Phone Number					Email
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**ORGANIZATION**

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Contact Person					Title
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Address	P.O. Box	City	State	Zip
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Phone Number					Email
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**REFERENCE CHECKS**

The City reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the City in evaluating the Contractor's performance on previous assignments.

**SUBCONTRACTOR'S LIST**

The Bidder shall list below the name, the location of business, and the California Contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Business	Trade or Portion of Work

**NONCOLLUSION DECLARATION**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham . The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 in \_\_\_\_\_ [City], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company



**DEBARMENT AND SUSPENSION CERTIFICATION**

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020 in \_\_\_\_\_ [City], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company

**BID BOND**

**(To be Submitted with Bid)**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Surety and \_\_\_\_\_, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **the City of Carmel-by-the-Sea** (“the Obligee”) for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: [INSERT PROJECT NAME AND CODE]

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to ten percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

**[CONTINUED NEXT PAGE]**

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by their duly authorized agents or representatives.

\_\_\_\_\_  
**(Bidder/Principal Name)**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

**(Attach Notary Public Acknowledgement of Principal's Signature)**

\_\_\_\_\_  
**(Surety Name)**

By: \_\_\_\_\_  
(Signature of Attorney-In-Fact for Surety)

\_\_\_\_\_  
(Typed or Printed Name of Attorney-In-Fact)

**(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)**

**Contact name, address, telephone number and email address for notices to the Surety**

\_\_\_\_\_  
(Contact Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State & Zip Code)

(\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Telephone Fax

\_\_\_\_\_  
(Email address)

**CERTIFICATION OF WORKERS' COMPENSATION INSURANCE**

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

\_\_\_\_\_  
(Contractor Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company)

## **PART III: GENERAL PROVISIONS**

### **BIDDING**

#### **JOB SITE AND DOCUMENT EXAMINATION**

The Bidder is required to thoroughly examine all job sites, Specifications including Contract Form the Bidder is required to thoroughly examine the job sites, Specifications including Contract Form (See Appendix B) for the work contemplated, and it will be assumed that the Bidder has investigated and is satisfied as to the requirements of the Specifications, including the Contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the Bidder has made such examination.

#### **BID DOCUMENT COMPLETION**

Proposals to receive consideration shall be made in accordance with the following instructions:

1. The proposal shall be made upon the form provided therefore with all items filled out (Appendix A of these specifications). The completed form must be without interlineations, alterations, erasures, or omissions. All submitted documents must be in original form (no photocopies or faxes).
2. Each bid shall be accompanied by cash, a cashier's check, a certified check, or a Bidder's bond executed by the Bidder and an acceptable surety in original form, or any negotiable instruments in original form that are not cancelable amounting to ten percent (10%) of the bid, payable to the City of Carmel-by-the-Sea. The amount so posted shall be forfeited to the City if the Bidder does not, within fifteen (15) calendar days after written notice that the Contract has been awarded to said Bidder, enter into a Contract with the municipality for the work.

The City shall have the right to hold all bid bonds until award of the Contract. However, the Director of Contracts and Budgets may order the return of all bid bonds except that of the two (2) lowest Bidders prior to the award.

### **CONTRACT AWARD AND EXECUTION**

#### **CONTRACT AWARD**

The Contract shall be awarded, if an award is made, to the lowest responsive, responsible Bidder as defined in Part II, Bid Clarification, of these specifications, within ninety (90) calendar days from the date bids are publicly opened, examined and declared. If the award is not made within the specified period, then all of the bids submitted shall be deemed to have been rejected by the legislative body.

#### **CONTRACT EXECUTION**

A Contract shall not be deemed to have been made between the Contractor and the City until all of the following steps have been completed:

1. Award of the Contract by the City Council,
2. Within fifteen (15) calendar days after written notice that a Contract has been awarded to the Contractor (Notice of Award), the Contractor shall submit two (2) signed original Contracts, required bonds or alternative security, evidence of insurance that conforms to the Contract, and City of Carmel-by-the-Sea Business License or evidence of application for said license.
3. Upon approval of the foregoing documents, the City will execute the Contract and return an original to the Contractor.

4. The City will then issue a Notice to Proceed authorizing Contractor to begin work upon approval of Contract, evidence of insurance and City Business License.

### **SCOPE OF WORK**

#### **INTENT**

The work to be done consists of furnishing all labor, materials, methods, processes, tools, equipment, incidentals and machinery, which are necessary and required to complete the Contract in a satisfactory and worker-like manner.

The intent of the Specifications is to prescribe the details for the completion of the work which the Contractor undertakes to perform in accordance with the terms of the Contract. Where the Specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used.

#### **CHANGES AND EXTRA WORK**

The City Forester reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any items or portion of the work, as may be deemed by the City Forester to be necessary or advisable, and to require such extra work as may be determined by the City Forester to be necessary for the proper completion or construction of the whole work contemplated.

When special conditions arise, such as mitigation of unforeseen conditions or additional work, the work shall be negotiated as "extra work". Approved Change Orders shall describe the changes or extra work, Contract time adjustments and payment basis for such work as applicable. Change Orders are valid Contract amendments when approved and signed by the City and Contractor. All changes and extra work must be negotiated and approved before the work is performed.

The City may require the Contractor to work outside approved construction hours noted in Part IV, Procedure. For work done during these times, when required by the City, payment to the Contractor may be adjusted per general Prevailing Wage Rate provisions.

#### **CONTROL OF WORK**

#### **CONTRACT COMPONENTS**

These specifications, the plans and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all; they are intended to be cooperative, to describe, and to provide for a complete job.

Submittal review and approval by the City Forester does not relieve the Contractor from compliance with the requirements and intentions of the specifications.

All authorized alterations affecting the requirements and information given on the approved specifications shall be in writing. No changes shall be made on any specification after the same has been approved by the Director of Public Works.

**AUTHORITY**

The City Forester shall respond to any and all inquiries as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all inquiries as to the interpretation of the specifications; all inquiries as to the acceptable fulfillment of the Contract on the part of the Contractor; and all inquiries as to claims and compensation. The City Forester response shall be final and the City Forester shall have executive authority to enforce and make effective such responses.

In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the Director of Public Works, or his designee, whose decision thereon shall be final.

**ASSIGNMENT**

The Contract may be assigned only upon the written consent of the City Council.

**SUBCONTRACTING**

Any Proposed substitution of subcontractors must comply with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code §4100, et seq.

The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the work under his control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the Contract and specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the City Forester, the subcontractor shall be removed immediately on the request of the City Forester and, shall not again be employed on the work.

**REPRESENTATIVE**

The Contractor shall assign a representative and submit contact information (name, telephone number) to the City of Carmel-by-the-Sea Department of Public Works. If the after-hours representative is different than the on-site representative, provide contact information for both.

The Contractor shall be constantly on the work during its progress or shall be represented by a foreman who is competent to receive and carry out instructions which may be given by the proper authorities, and the Contractor shall be held liable for the faithful observance of any lawful instructions of the City Forester in conflict with the Contract, and which may be delivered to the Contractor, Contractor's superintendent, foreman, or other representatives on the work. If the Contractor believes the City Forester instructions are in conflict with the Contract, the Contractor shall immediately bring it to the attention of the Director of Public Works in writing.

### **EQUIPMENT**

While certain sections of these specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

The Contractor may request, in writing, permission from the City Forester to use equipment of a different size or type in place of the equipment specified.

The City Forester, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the City Forester that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified.

### **PROPERTY AND FACILITY PRESERVATION**

Attention is directed to Section 5-1.36, Property and Facility Preservation, Section 7-1.05, Indemnification and Section 7-1.06, Insurance, of the Standard Specifications. Due care shall be exercised to avoid injury to existing street improvements or facilities, utility facilities, adjacent property, roadside trees and shrubbery that are not to be removed.

The Contractor shall be held responsible for any damages to existing streets, highways, roads, driveways, sidewalks, curbs, gutters, utilities, other public facilities or private property caused by Contractor's operations. Where the work calls for cutting into or disturbing existing materials, the Contractor shall patch or repair the existing area to a neat, finished product. This shall include touch up or repair of the existing which was disturbed, and repair to the same structural capacity as the existing facility or better.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property, shall be considered as included in the prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

### **POTENTIAL CLAIMS AND DISPUTE RESOLUTION**

Potential claims and dispute resolution shall be in accordance with Section 5-1.43, Potential Claims and Dispute Resolution, of the Standard Specifications. Also refer to Resolution of Construction Claims in the Special Provisions.

### **CONTRACTOR'S RESPONSIBILITY FOR WORK**

All work which is defective in its construction or deficient in any of the requirements of the plans and specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the Contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked or approved by the City Forester and accepted or estimated for payment.

Upon failure on the part of the Contractor to comply forthwith with any order of the City Forester made under the provisions of this article, the City Forester shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed. The cost of removing, replacing, or repairing said defective or unauthorized work may be deducted from any monies due



and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

Until the formal acceptance of the work by the City (as constituted by the filing of the Notice of Completion), the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by the acts of the federal government or the public enemy.

## **EMPLOYEES**

All workmanship shall be fully up to the highest standard and practice. The employment of labor shall comply with the prevailing local labor conditions and the Contractor shall employ only competent, careful, orderly persons upon the work. If at any time it shall appear to the Director of Public Works that any person employed upon the work is incompetent, careless, reckless, or disorderly, or disobeys or evades orders and instructions, such person shall be immediately discharged and not again employed upon the work.

## **CONTROL OF MATERIALS**

### **GENERAL**

The Contractor shall furnish without charge such samples of materials and tests of materials as are required Specifications or the City Forester. No material shall be used until it has been approved by the City Forester.

All tests of materials ordered by the City Forester and made by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods of tests as are prescribed in the specifications.

All materials not conforming to the requirements of the plans and specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the City Forester. No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in writing by the Engineer.

Upon failure on the part of the Contractor to comply with any order of the City Forester made under the provisions of this article, the City Forester shall have authority to remove and replace defective material. The cost of removing, replacing or repairing said defective or unauthorized material may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

For convenience in designation on the Specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, provided that the burden of proof as to the quality and suitability of alternatives shall be upon the Contractor who shall furnish, at the Contractor's expense, all information necessary as required by the City Forester. The City Forester shall be the sole judge as to the quality and suitability of alternative articles or materials and that decision shall be final.

### **MATERIAL SOURCE**

At the option of the City Forester, the source of supply of each of the materials shall be approved by the City Forester before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination by the City Forester.

### **GUARANTEE**

All non-living materials supplied and all work done under this Contract shall be guaranteed by the Contractor for a period of one (1) year from the date of formal acceptance by the City of Carmel-by-the-Sea. Upon receipt of notice from the City Forester of failure of any part of the guaranteed materials during the guarantee period, the affected parts shall be replaced promptly and at the expense of the Contractor.

The Contractor shall maintain the performance bond (See Part IV, Contract Bonds) in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made.

### **LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

#### **LAWS**

The Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

All work shall comply in every respect with all the governing laws, regulations, and ordinances of the City of Carmel-by-the-Sea, which shall be considered for the purpose of Contract to which the specifications refer, a part thereof. The Contractor shall give to the proper authorities all necessary notices relative to the work, and shall obtain and pay for all such permits, licenses, notices, inspections, or tests required as part of the Contract price. All permits issued by the City for work done under this Contract shall be issued at no charge.

All Bidders and Contractors shall be licensed in accordance with the laws of this State, specifically the provisions the Business and Professions Code, Division 3, Chapter 9. Any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws. In accordance with the requirements in Public Contract Code Section 10164, in all Contracts where Federal funds are involved, the Contractor shall be properly licensed at the time the Contract is awarded.

#### **NONDISCRIMINATION**

The Contractor shall comply with Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the Contract.

## **LABOR CODE**

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any Contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

An inadvertent error in listing a subcontractor that is not registered shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any one of Section 1771.(c)(1)-(3) applies. Failure of a listed subcontractor to be registered shall be grounds for the Contractor to substitute a registered subcontractor for the unregistered subcontractor. The City shall not accept any bid, nor shall the City or Bidder enter any Contract or subcontract, without proof of the Contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code. The prime Contractor shall post job site notices, as required by Section 1771.4(a) (2) of the Labor Code and regulations. The prime Contractor shall submit records to the Labor Commissioner, as required by Sections 1771.4(a) (3), 1771.4(c) (2), and 1776 of the Labor Code.

## **WAGES**

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, on all public works construction Contracts exceeding one thousand dollars (\$1,000).

The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf a Contract is awarded a penalty of not more than two hundred dollars (\$200), or such other amount as may be amended from time to time by the Department of Industrial Relations, for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the Work or craft in which the worker is employed for any public (City) Work done under the Contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works (City) project is not paid the general prevailing per diem wages by the subcontractor, the prime Contractor of the project is not liable for the penalties described above unless the prime Contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:

1. The Contract executed between the Contractor and the subcontractor for the performance of Work on the public works (City) project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

2. The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for Work performed on the public works (City) project.
4. Prior to making final payment to the subcontractor for Work performed on the public works (City) project, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works (City) project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works (City) project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works (City) project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the City did not retain sufficient money under the Contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works (City) project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the City. These moneys shall be retained by the City pending the final decision of an enforcement action.

Pursuant to the requirements in Section 1773 of the Labor Code, the City has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The general prevailing wage rates and any applicable changes to these wage rates are available from the California Department of Industrial Relations' Web Site at: <http://www.dir.ca.gov>.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the Contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for Work performed after this date has been determined. If Work is to extend past this date, the new rate shall be paid and incorporated in the Contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes. Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the Work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and

Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least ten (10) days prior to the date of the Notice Inviting Bids for the project.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the Contract. The Contractor shall make travel and subsistence payments to each worker, needed to execute the Work, in conformance with the requirements in Labor Code Section 1773.8.

### **CERTIFIED PAYROLL RECORDS**

The Contractor shall conform to the requirements in Labor Code Section 1776 concerning payroll records. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations. The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the Contract.

### **APPRENTICES**

The Contractor and subcontractors shall comply with the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor and each subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of Work on the Contract. Responsibility for compliance with this section lies with the Contractor. It is State and City policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

### **WORKING HOURS**

Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars (\$25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker employed in the execution of the Contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

### **OCCUPATIONAL SAFETY AND HEALTH STANDARDS**

The Contractor shall conform to all local, state and federal rules and regulations pertaining to safety. Furnished equipment, material and services shall comply with all OSHA Standards and regulations and all applicable governmental laws and orders. The Contractor shall post an OSHA poster in a conspicuous location as required by law.

### **EXCAVATION SAFETY**

Per California Labor Code Section 6500, Contractor shall possess a valid Construction Activity Permit for construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend. When trenches or excavations five (5) feet or deeper are anticipated as part of the Contract, Contractor shall possess a valid permit at the time of bidding and for the life of the Contract. Contractor shall furnish copies of valid permits to the City Public Works Department. When required in Part I, Notice to Contractors, Contractor must provide evidence of a current T1 Annual Trench/ Excavation Permit at the time of bidding.

Contractor shall comply with California Labor Code Section 6705 which provides that prior to the commencement of excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

Plans must be submitted to the City Forester at least five (5) working days prior to the commencement of excavation. If said plans are not submitted five (5) days prior to the commencement of said excavation, the City shall not be liable to Contractor for any delay in work caused by delinquent submission of said plans.

Trenching of more than four (4) feet below the surface shall require the Contractor to promptly notify the City Forester if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or unusual site conditions are encountered, and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.

### **PUBLIC CONVENIENCE AND PUBLIC SAFETY**

Attention is directed to Section 7-1.03, Public Convenience, and Section 7-1.04, Public Safety, of the Standard Specifications for the provisions relating to the Contractor's responsibility for providing for the convenience and safety of the public in connection with his operations. Standard Specifications are on file in the Public Works Department office.

The Contractor shall conduct their operations as to cause the least possible inconvenience to public traffic. The Contractor shall provide traffic control devices or personnel where necessary in conformance with good traffic safety standards. The Contractor shall provide sufficient warning signs or devices to give adequate notice to the public of dangerous or changed conditions existing during work.

The Public Works Superintendent shall determine the adequacy of said devices and, in cases of dispute, his determination shall be final.

If the City is required to provide traffic direction, signs or devices, due either to failure of the Contractor to so provide or in case of emergency, the City shall charge Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

### **WORKER'S COMPENSATION**

Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

### **RIGHT OF PROPERTY**

Nothing in the Contract shall be construed as vesting the Contractor with any right of property in the materials furnished and used in the work herein provided for after they have been attached to the work and have become an integral portion of the work herein provided. All such materials shall, upon their becoming an integral part of the work herein provided, be, and remain, the property of the City.

### **PATENTS**

If any material, composition, process, method of construction or any other thing called for or required by the plans and specifications or used in the work is covered by letter patent, all royalties and expenses thereof, all litigation thereupon, or anything whatsoever which may develop as a cost from the use of such materials, composition, process, method, or any other thing which is covered by letter patent, shall be borne by the Contractor.

### **LIABILITIES**

Right of general supervision by the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the work shall not be lessened because of such general supervision.

### **PROSECUTION AND PROGRESS**

#### **GENERAL**

If at any time in the opinion of the City Forester, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the Contract, notice thereof in writing shall be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the Contract, as directed by the City Forester, within the time specified in such notice, the City Forester in any such case shall have the power to suspend the operation of the Contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City may designate.

Upon such suspension, the Contractor's control shall terminate, and thereupon the City Forester or duly authorized representative may employ other parties to carry the Contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for in such manner as the City may deem proper; or the City may annul and cancel the Contract and re-let the work or any part thereof.

Any excess of cost arising therefrom over and above the Contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this Contract shall be forfeited to the City, but such forfeiture will not release the Contractor or his sureties from liability for failure to fulfill the Contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the Contract price, arising from the suspension of the operations of the Contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the Contract as to warrant the suspension or annulment thereof, the decision of the Director of Public Works shall be binding on all parties to the Contract.

### **SUSPENSIONS AND DELAYS**

The City Forester shall have the authority to suspend the work wholly or in part, for such period as the City Forester may deem necessary due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as the City Forester may deem necessary due to the failure on the part of the Contractor to carry out City Forester orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the City Forester and, shall not resume work until ordered in writing by the City Forester.

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which shall cause the Contractor delay in the completion of the work shall be a ground for extension of time on the part of the Contractor to complete the work but shall not grant the Contractor any monetary damages for such delay.

### **RIGHTS OF WAY**

Rights-of-way or easements for work will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of rights-of-way or easements. In the event of delay on the part of the City, its officers, agents or employees in obtaining any such rights-of-way or easements for the work, then the Contractor shall have time for the completion of his Contract for the period or periods caused by such delay or delays but shall have no claims for damages against the local entity, its officers, agents or employees.

### **PAYMENT**

#### **GENERAL**

The City pays for the Contractor furnishing the resources and activities to complete the work. The Contractor shall accept the City's payment as full compensation for furnishing the resources and activities, including, but not limited to all labor, materials, tools, equipment, taxes and incidentals necessary to complete the work and for performing all work contemplated, and embraced under the Contract; also for loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the formal acceptance by the City, and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for completing the work according to the specifications.

The City shall not be obligated to process any payment request until thirty (30) calendar days after receipt of a correct, complete and undisputed progress payment request or sixty (60) calendar days after receipt of a correct, complete and undisputed final payment request. Payments not made within the specified time periods are subject to an interest rate of two percent (2%) per month. A payment request shall not be deemed complete unless all related documentation has been supplied and verified, and all related Contract requirements have been satisfactorily met.

#### **PAYMENT AFTER CONTRACT ACCEPTANCE**

Final payment, including all sums withheld or retained as herein before specified as partial security for the fulfillment of the Contract, shall be paid promptly by the City after expiration of the lien period (see California Civil Code § 3179 et seq.), providing there are no disputes arising from the performance of the Contract or the amount due.



**Landscape Maintenance Service  
20-20-009**

**PART IV: SPECIAL PROVISIONS**

**GENERAL**

The work in general consists of but is not limited to: Removal of sand, soil, debris, litter, weeds and vegetation. This removal work may be performed by hand or mechanically with non-gas powered equipment. Work must conform to water quality best management practices. No herbicides may be used to control weeds and other vegetation. Pruning and shearing of shrubs and vines conforming to industry best management practices. Gas powered equipment may be used for shearing but non-gas powered equipment is preferred. Mowing of turf and naturalized vegetation to conform to best horticultural standards. Gas powered equipment may be used for mowing. Irrigation maintenance, programming of irrigation timers, and monitoring for breaks and appropriateness of irrigation rates. Bedding plant acquisition and planting. Turf aeration, re-seeding, and fertilization. Fish pond care and maintenance. Water feature monitoring. Wood mulch installation. Work to be performed on an as needed basis at one to 58 locations. This is a one year contract with the option for extension of two additional years.

**SPECIFICATIONS**

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work. The work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications insofar as the same may apply, and in accordance with the specifications.

**CONTRACT BONDS**

For Bid Bond requirements, see Part I, Bid Bond, of these Specifications.

The Contractor, at the time of signing and executing the Contract, shall execute and file with the City a performance bond to the satisfaction and approval of said City, in the amount of Ten Thousand Dollars (\$10,000) conditional upon the faithful performance of the Contract. For additional information, see Guarantees elsewhere in these specifications.

The Contractor, at the time of signing and executing the Contract, shall execute and file with the City a payment bond (public works labor and materials bond) to the satisfaction and approval of said City, in a sum of Ten Thousand Dollars (\$10,000).

Please refer to Appendix B, for sample bond forms.

The surety shall be an admitted carrier in California with a valid surety license and possess a minimum rating from A. M. Best Company of A-VII. The Surety and /or co-sureties must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds shall be on a joint and several basis.

Notwithstanding the above, the Contractor may substitute adequate securities for any bond called for under the provisions of these Specifications as set forth in Public Contracts Code Section 22300. Alternate security substitutions shall be submitted to the City no later than ten (10) days after written notice that a Contract has been awarded to the Contractor to allow processing and escrow agreement for in lieu security.

The Contractor shall submit the Contract with his signature affixed thereto, required bonds or alternate security and evidence of insurance that conforms to the Contract within fifteen (15) calendar days after written notice that a Contract has been awarded to him.

### **TIME LIMITS**

The Contractor shall submit the Contract with their signature affixed thereto, required bonds or alternative security and evidence of insurance that conforms to the Contract within fifteen (15) calendar days after written notice that a Contract has been awarded to them.

A Notice to Proceed for this Contract will be issued upon receipt of the foregoing documents. The Contractor shall be ready to commence work within fourteen (14) calendar days after the effective date of said Notice to Proceed.

The terms of this Contract shall remain in effect from July 1, 2020 through June 30, 2021, from the effective date of the Notice to Proceed. The Contract is renewable for up to two (2) additional years. Future years rates equal the Contract amount plus the Consumer Price Index, San Francisco.

### **LICENSES AND PERMITS**

Prior to the execution of any Contractual agreements, the successful Bidder shall obtain a City of Carmel-by-the-Sea Business License. In addition, the Contractor shall be required to obtain and hold a Public Works Permit (Encroachment Permit) and/or Building Permit from City of Carmel Community Planning and Building Department. Contractor shall provide a copy of the completed permit(s) to the Public Works Department no later than three (3) days prior to the start of construction. The permit application fee(s) shall be waived.

### **SITE INSPECTION**

It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done.

The submission of a bid shall be conclusive evidence that the Bidder has investigated the site and is thoroughly satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed; the quantity of materials to be furnished; and as to all the requirements of these specifications.

It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the solution shall be borne by the Contractor.

### **PROTECTION OF PRIVATE PROPERTY**

Private property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than the original condition and located in the same position and alignment as is reasonably possible.

### **QUALITY CONTROL**

#### **Definitions**

**Quality Management (QM)** - All control and assurance activities instituted to achieve the product quality established by the Contract requirements.

**Contractor Quality Control (CQC)** - The construction Contractor's system to manage, control, and document Contractor's, suppliers', and subcontractor's activities to comply with Contract requirements.

### **Contractor Responsibility**

General: The Contractor shall establish and maintain an effective quality control system in compliance with the Specifications. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations which comply with Contract requirements. The system shall cover operations both onsite and offsite, and shall be keyed to the proposed construction sequence.

### **The Quality Control Plan**

#### **Quality Control Plan.**

The Contractor will be required to prepare a Quality Control Plan. This plan shall include, as a minimum, the following:

1. The Contractor is to document work progress of each site, each task, each day worked. The percentage of work completed per Task Order will be the basis for payment.

### **GUARANTEE**

Materials and labor guarantees shall be per Part III of these specifications. All warranty shall be to the satisfaction of the City. Final payment will not be released without submission of warranties.

### **REGULATIONS**

The Contractor and all subcontractors shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work, safety and hiring/employment practices. Nothing in the Specifications shall be construed to permit work not conforming to the regulations and codes set forth herein which include, but are not limited to the following:

1. Americans with Disabilities Act (ADA) accessibility and employment standards. In the event of conflicting federal and state standards, the standard that provides greater access will take precedence.
2. California Building Code, latest edition as adopted by the City of Carmel-by-the-Sea
3. California Electrical Code, latest edition as adopted by the City of Carmel-by-the-Sea
4. California Mechanical Code, latest edition as adopted by the City of Carmel-by-the-Sea
5. California Plumbing Code, latest edition as adopted by the City of Carmel-by-the-Sea
6. California Green Building Standards Code, latest edition as adopted by the City Carmel-by-the-Sea
7. California Historic Building Code, latest edition as adopted by the City of Carmel-by-the-Sea
8. California Occupational Safety and Health Administrative Code, latest edition
9. California Government Code Section 4216, Protection of Underground Infrastructure
10. National Fire Protection Association NFPA 1 Fire Code, latest edition
11. National Fire Protection Association NFPA 13, 13R, 13D Fire Sprinklers Code, latest edition

12. National Fire Protection Association NFPA 72 Fire Alarm Systems Code, latest edition
13. The California Labor Code,
14. Federal Water Pollution Control Act (Clean Water Act), and,
15. Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.).

### **INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City of Carmel-by-the-Sea, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property], demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs, and expenses (including, without limitation, reasonable attorneys' fees, disbursements, and court costs, and all other professional, expert, or Contractors' fees and costs) of every kind or nature arising out of or in connection with or relating to any work or activities of Contractor (or Contractor's Contractors or subcontractors, if any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those claims which arise out of the active negligence, sole negligence, or willful misconduct of the City of Carmel-by-the-Sea.

Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Contractor or Contractor's employees, Contractors, representatives, patrons, guests, or invitees.

Contractor further agrees to indemnify City for damage to or loss of City property arising out of or in connection with Contractor's work associated with this Agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, Contractors, representatives, patrons, guests, or invitees; excepting such damage or loss arising out of the negligence of the City.

### **INSURANCE**

Contractor shall procure and maintain, at its own cost, in effect throughout the term of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or subcontractors.

### **MINIMUM SCOPE AND LIMITS OF INSURANCE**

1. **Commercial General Liability** ("CGL") Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000-\$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** ISO Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds** as described in Part IV.

If the Contractor maintains **broader coverage and/or** higher limits than the minimums shown above, the City requires and shall be entitled to **the broader coverage and/or** higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the City of Carmel-by-the-Sea. At the option of the City, either the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

### **OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with 30 days prior written notice to the City.

If the project does not involve new or major reconstruction, at the option of the City of Carmel-by-the-Sea, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless

otherwise acceptable to the City of Carmel-by-the-Sea. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

**Waiver of Subrogation**

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Carmel-by-the-Sea for all work performed by the Contractor, its employees, agents and subcontractors.

**Subcontractors**

Contractor shall either (1) insure the activities of its subcontractors in its policies; or (2) require and verify that each of its subcontractors procure and maintain insurance meeting all the requirements stated herein, with Contractor ensuring that City of Carmel-by-the-Sea is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

**Special Risks or Circumstances**

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

**Verification of Coverage**

Contractor shall furnish the City with certificates of insurance and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this Contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Neither the insurance requirements hereunder, nor acceptance or approval of Contractor's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Contractor's obligations under the indemnification clause in the Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Contractor is financially liable for its indemnification obligations under the Agreement.

**RESOLUTION OF CONSTRUCTION CLAIMS – ALL CONTRACTOR CLAIMS**

**Applies to ALL Contractor Claims for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (Public Contract Code §9204)**

1. The following provisions applies to Contracts entered into on or after January 1, 2017.
2. In accordance with Section 9204 of the California Public Contract Code, this Section applies to any claim by a Contractor in connection with a public works project for:
  - a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a Contract for a public works project.
  - b. Payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

c. Payment of an amount that is disputed by the City.

3. Upon receipt of a claim pursuant to this section:

- a. The City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City and a Contractor may, by mutual agreement, extend the time period provided in this subdivision.
- b. The claim shall be in writing, include reasonable documentation to substantiate the claim as specified in subsection d below, and be accompanied by the following certification:

“CONTRACT PROVISION REQUIRING PERSONAL CERTIFICATION OF ALL CLAIMS:  
I, \_\_\_\_\_, BEING THE \_\_\_\_\_  
(MUST BE AN OFFICER) OF \_\_\_\_\_ (GENERAL Contractor), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE CITY IS LIABLE; AND, FURTHER THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 12650, ET SEQ. PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER LEGAL CONSEQUENCES.”

- c. Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.
- d. The claim must include actual cost documentation, including hours of work performed, equipment operation costs, and labor and overhead costs, which should be established at a standard percentage. Any overhead costs listed when paid, shall provide full and complete payment for any and all overhead, including jobsite overhead, home office overhead, as well as additional costs arising from disruption, re-sequencing or acceleration. Contractor shall provide prompt notification of any disagreement in quantities of work performed along with a detailed accounting by means of a schedule update demonstrating any delays incurred.
- e. If the City needs approval from the City Council to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- f. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph 5 of this section shall apply.

4. Following City's written response:

- a. If the claimant disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall

schedule a meet and confer conference within 30 days for settlement of the dispute.

- b. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the claimant sharing the associated costs equally. The City and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- c. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- d. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- e. This section does not preclude the City from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

5. Failure by the City to respond to a claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

6. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

7. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a City because privity of Contract does not exist, the Contractor may present to the City a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the City shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the City and, if the original Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

8. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.



## **RESOLUTION OF CONSTRUCTION CLAIMS – CLAIMS UNDER \$375,000**

### **Applies to claims under \$375,000 for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (California Public Contract Code §20104 et seq.)**

1. In addition to the provisions of California Public Contract Code §9204 set forth above which applies to all construction claims for: a) a time extension; b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this Contract which is not otherwise expressly provided for or the Contractor is not otherwise entitled; and c) payment of an amount that is disputed by the City, the following provisions shall also apply to said construction claims of three hundred seventy-five thousand dollars (\$375,000) or less.
2. If, following the meet and confer conference set forth in Section Q.4.a. above, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Contractor submits its written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
3. The following procedures are established for all civil actions filed to resolve claims subject to this Section:
  - a. Responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
  - b. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
  - c. In addition to Chapter 2.5 (commencing with Section 1141.10 of Title 3 of Part 3 of the Code of Civil Procedure (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
  - d. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in this Contract.
  - e. In any suit filed under Section 20104.4 of the California Public Contract Code, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

## **PRE-CONSTRUCTION CONFERENCE**

Prior to the beginning of any work on this project, a conference shall be held at the City's Department of Public Works. The date and time of this conference shall be established by the Contractor contacting that office at 831-620-2072 not less than forty-eight (48) hours in advance of the meeting date and time.

An itemized list of materials and equipment the Contractor proposes to use on the project shall be submitted to the City prior to or during the conference for that project.

A preliminary project schedule and a spreadsheet or other documentation method which will be used by Contractor to track each location each workday shall also be submitted to the City prior to or during the preconstruction conference and a method to document when work is performed at each site.

### **TASK ORDER PROCESSING**

Task Orders, prepared and assigned by the City to the Contractor, shall be thoroughly completed and returned to the City within three (3) calendar days of receipt. The City will evaluate the completed Task Order and either authorize the work to proceed, deny the Task Order, or amend the tasks and/or time to be performed. The Contractor must be attentive to the completion date as Liquidated Damages will apply for any inexcusable delays. All costs for the designated task shall be based on the submitted rates from the Bid Schedule. A sample Task Order form is provided in Appendix C.

### **LIQUIDATED DAMAGES**

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not completed before or upon the expiration or the time limit as set forth in these specifications, damage will be sustained by the City of Carmel-by-the-Sea and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum of \$25.00 per site for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater; and the Contractor agrees to pay such liquidated damages as herein provided; and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

It is further agreed that, in case the work called for under the Contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion of the Contract or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the Contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment of the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses during the period of such extension, except that the cost of final measurements and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the City Forester in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and their findings of the facts thereon shall be final and conclusive.

### **TRAFFIC CONTROL**

A. Pursuant to the authority contained in Vehicle Code Section 591, the City has determined that within those areas that are within the limits of the project and are open to traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. In accordance with the statement in Vehicle Code Section 591, this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of the Contractor's equipment and the protection of the public from injury and damage from the Contractor's equipment.

B. Traffic control shall conform to the provisions of Section 12, "Temporary Traffic Control" of the Standard Specifications and the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) as adopted by Caltrans.

C. A Traffic Control Plan (TCP) shall be submitted to the Public Works Superintendent for approval prior to commencement of work and must be applicable to existing site conditions. Contractor shall notify all emergency services, affected residences, affected businesses, and the Department of Public Works at 831-620-2070 a minimum of three (3) business days in advance as to proposed closures and alternate routes available.

D. A Traffic Control Plan is required for all work performed within the public right-of-way. The objective of the plan is to permit a Contractor, or utility, to work within the public right-of-way safely, efficiently, and effectively while maintaining a safe, uniform flow of vehicle traffic. Additionally, a TCP ensures safe provisions for bicyclists and pedestrians to bypass the construction work zone.

E. Every TCP submitted for City review and approval must conform to the following guidelines:

1. TCP shall reflect actual job site conditions.
2. TCPs shall be prepared to scale on 24" x 36" or 11" x 17" sheets.
3. Use legible lettering.
4. Provide a legend for symbols used.
5. Provide a north arrow.
6. Provide a USA/Dig Alert warning stamp.
7. Lay out streets in proper orientation and label streets.
8. Indicate posted speed limits.
9. Show existing crosswalks, bike lanes, striping, ADA ramps, berms, or drainage facilities.
10. Show existing regulatory signs in the vicinity of the Work Zone.
11. Identify the type of construction (i.e. install gas line, pave new driveway).
12. Indicate location and dimensions of the proposed construction Work Zone.
13. Show any equipment/materials staging area, if applicable.
14. Note the Contractor's business name, address, phone number, and license number.
15. Note the name and phone number of a 24-hour contact(s) associated with the Contractor.
16. Indicate the start date and estimated construction completion date.
17. Label proposed temporary construction signs, barricades, and delineators.
18. Label proposed taper lengths, width, and delineator spacing.
19. Label signs/barricades to navigate bicyclists and pedestrians around the Work Zone.
20. Label any proposed temporary parking restrictions.
21. Copy the following General Notes onto the TCP.

F. Traffic Control Plans submitted for City review must include the following General Notes:

1. All traffic control devices shall conform to the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD).

2. Work hours are 8:00 am – 5:00 pm Monday-Friday, and 8:00 am to 5:00 pm on Saturdays.
3. Any night work will require prior written approval from the Public Works Superintendent.
4. The Contractor shall maintain traffic control devices 24 hours per day, 7 days per week.
5. Traffic control devices shall be removed from view when not in use.
6. Travel lanes through construction sites shall be at least 12 feet wide.
7. Temporary “No Parking” signs must be posted at least 48 hours prior to work.
8. Trenches must be backfilled or plated during non-working hours.
9. A flashing arrow board is required on arterial lane closures.

G. The Contractor is to notify residences and/or businesses a minimum of three (3) business days in advance of closing access to any driveways or providing any detours or changes in on-street parking. Notifications shall be in writing.

H. Contractor shall provide all labor and facilities required for safe and expeditious handling of traffic during the course of work. Contractor shall provide all flaggers, signs, delineators, and barricades required for traffic control and shall modify or remove same at appropriate times. The Director of Public Works shall be the sole judge as to the adequacy of the Contractor's traffic control measures. If such measures are found to be inadequate by the Director of Public Works, the City may furnish and install same and charge the Contractor therefor.

I. The Contractor shall, at his own expense, construct and maintain in good condition, such detours, detour bridges and temporary crossings for use by the public as deemed necessary or expedient by the Public Works Superintendent for the proper execution of the work.

J. The Contractor shall designate a representative who can be reached immediately (24 hours per day) in the event of traffic control device failures.

### **REMOVAL OF OBSTRUCTIONS**

The Contractor shall remove and dispose of all structures, debris or other obstructions of any character to the work area called for in the specifications, and as required by the City Forester.

If archeological items or hazardous wastes are discovered during construction operations, the Contractor shall cease operations in those areas, and the Contractor shall immediately notify the City Forester.

### **UNDERGROUND UTILITIES**

Contractor shall locate all underground obstructions and utilities, (electric, gas, water lines, etc.). Prior to any trenching operation, Contractor shall pothole underground obstructions and utilities that appear to be in conflict with the work area. However, the City shall fairly compensate the Contractor for costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such facilities not indicated or in a location different from that indicated on the Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Contractor shall notify all utility companies of trenching operations forty-eight (48) hours in advance to enable the utility companies to take any action they deem appropriate.

**UTILITY COMPANY COORDINATION**

Contractor shall coordinate construction activities with the utility companies as required and shall adjust the construction schedule to accommodate utility relocation as necessary.

**DUST CONTROL**

The Contractor shall minimize dust generation from the jobsite and shall spray the site with water or dust palliative as required, in accordance with Section 14-9, "Air Quality", of the Standard Specifications.

**CONNECTION TO EXISTING UTILITIES**

The City shall permit the Contractor to use available existing utilities at the City's expense, excluding telephone; however, if the Contractor chooses to make use of said utilities, Contractor shall assume full responsibility for any changes made by Contractor related thereto, and for any consequences caused thereby. Upon completion of the work, Contractor shall remove any modifications to existing utilities made by Contractor, and shall restore existing utilities to conditions existing at time of award.

**SANITARY FACILITIES**

Existing City-owned sanitary facilities may be used by the contractor.

**INSPECTION OF WORK**

It is the responsibility of the Contractor to call for all required inspections within the required time lines. The City reserves the right to perform random inspections at any time.

The City Forester shall at all times have access to the work areas, and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials used and employed in the work.

Whenever the work provided and contemplated by the Contract shall have been satisfactorily completed and the final cleanup performed, the City Forester will make the final inspection.

**ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS**

Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the Contract. Additionally, Carmel-by-the-Sea Municipal Code Section 17.42.020 Urban Runoff Water Quality and Discharge Management, C. Discharge Prohibitions states,

"No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water..."

Contractor shall comply with all water quality regulations in Carmel-by-the-Sea Municipal Code Chapter 17.43 Water Quality Protection Ordinance, and State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharges.

### **POLLUTION PREVENTION EXPECTED OUTCOMES**

Storm water management and control practices shall result in the following outcomes on all project sites, regardless of size:

- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, trash, chemicals, construction debris and fluids, and waste of any kind;
- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such a spill occurs that may threaten local water quality, Contractor must call 911 immediately and notify City Public Works staff;
- No deposit of mud, soil, sediment, concrete washout, trash, dewatering runoff, chemicals, vegetation clippings or other similar waste shall occur on or into public rights of way, the City's storm water system, or local waterways. Any such discharge shall be cleaned-up promptly;
- No runoff from disturbed or graded areas, or material stockpiles, shall contain sediments and/or
- All hard-surfaced areas are to be swept regularly and free of dirt and construction debris, and construction entrance/exist(s) shall be adequately stabilized to prevent tracking of soil/sediment from reaching streets/paved surfaces and drainage pathways.

The City's Environmental Compliance Manager or his/her representative may perform periodic site monitoring visits to ensure the Contractor complies with the requirements specified herein. In the event work is found non-compliant, a follow up site monitoring visit will be conducted to ensure non-compliant items have been corrected to the satisfaction of the City. If non-compliant items are not properly addressed prior to the follow up site monitoring visit, the costs associated with additional follow up site monitoring visits shall be deducted from the Contractor's final payment.

### **TECHNICAL SPECIFICATIONS**

- A. Removal of sand, soil, debris, litter, weeds and vegetation at various locations throughout the City. This removal work may be performed by hand or mechanically with non-gas powered equipment. Work must conform to water quality best management practices per Section 17.42.020 of the Carmel-by-the-Sea Municipal Code. No herbicides may be used to control weeds and other vegetation.
- B. Pruning and shearing of shrubs and vines conforming to industry best management practices at site 11 – Flanders Mansion. Gas powered equipment may be used for shearing but non-gas powered equipment is preferred. The general shape of the hedges must adhere to the original form of the hedge.
- C. Mowing of turf and naturalized vegetation to conform to best horticultural standards. Gas powered equipment may be used for mowing. Mowing of turf at site 16 – Devendorf Park will be performed with a mulching mower. Clippings will stay in place. Mowing naturalized area may be performed with a mower, string trimmer or by other approved method. Work must conform to water quality best management practices Work must conform to water quality best management practices per Section 17.42.020 of the Carmel-by-the-Sea Municipal Code. No herbicides may be used to control weeds and other vegetation
- D. Irrigation maintenance, programing of irrigation timers, and monitoring for breaks and appropriateness of irrigation rates at sites 6 – Vista Lobos, 7 – First Murphy Park, 15 – Ocean Ave Medians, 16 – Devendorf Park, 17 – Piccadilly Park, 18 – Harrison Memorial Library, and 19 – Park Branch Library.

- E. Bedding plant acquisition and planting. Planting at two locations – 34 and 35. Annual bedding plants shall be appropriate to the season being planted and require little water.
- F. Turf aeration, re-seeding, and fertilization. Remove soil cores that are 1/4 to 1/2 inch in diameter, 4 to 6 inches apart, and about 3 to 4 inches deep in the spring. Top dress with a ¼ inch of weed seed free organic materials. Over seed with a turf seed mix approved by the City Forester in early spring. Fertilize twice per year in the spring and fall with a formula approved by the City Forester.
- G. Fish pond care and maintenance. Clean pond of debris. Clean filter. Feed fish. Collect coins from fountain and deposit with the Public Works Department.
- H. Water feature monitoring at site 17 – Piccadilly Park. Visual inspection of water level of water feature. Fill as needed with potable water.
- I. Wood mulch installation at various locations throughout the City. City will provide mulch to the site to be installed. Mulch depth will be two to four inches deep. Mulch will be four to six inches away from tree trunks.

**APPENDIX A:**  
**BID FORMS FOR SUBMITTAL**



**BID COVER SHEET**



CITY OF CARMEL-BY-THE-SEA  
DEPARTMENT OF PUBLIC WORKS

**BID COVER SHEET**

FOR

**Landscape Maintenance Services  
20-20-009**

Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Cover Sheet (this sheet)	_____
2. Bid Proposal	_____
3. Bid Schedule	_____
4. Declaration of Bidder/Acknowledgement of Addenda/ Example Project	_____
5. References	_____
6. Subcontractor's List	_____
7. Non-collusion Declaration	_____
8. Debarment and Suspension Certification	_____
9. Bid Bond	_____
10. Certification of Workers Compensation Insurance	_____

Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

By: \_\_\_\_\_  
Company Name Signature



CITY OF CARMEL-BY-THE-SEA  
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS  
FOR

**Landscape Maintenance Services  
20-20-009**

**BID PROPOSAL**

To the Honorable City Council  
City of Carmel-by-the-Sea  
City Clerk  
Eastside of Monte Verde  
Between Ocean and Seventh Avenues  
Carmel-by-the-Sea, CA 93921

The undersigned declares to have carefully examined the location of the proposed work, that the Scope of Work and Specifications, as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Scope of Work and Specifications for the unit prices set forth in the following schedule.

BID APPROVAL:

\_\_\_\_\_  
PRINCIPAL/ OWNER

\_\_\_\_\_  
COMPANY

DATE: \_\_\_\_\_

**Landscape Maintenance Services  
20-20-009**

\_\_\_\_\_  
COMPANY

**BID SCHEDULE**

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS	Each	\$
2	Task items 1 through 19	1	LS	Each	\$
BASE BID SUBTOTAL (SUBTOTAL A):					\$
BASIS OF AWARD: (In Words)			(In Figures) \$		
Bid Add Alternates			\$		
3	Task items 20 through 32	1	LS	Each	\$
ADDITIVE BID SUBTOTAL (SUBTOTAL B):					\$
GRAND TOTAL (SUBTOTAL A + SUBTOTAL B):					\$
GRAND TOTAL: (In Words)			(In Figures) \$		

**BASE BID SCHEDULE (See Exhibit 1.)**

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
1	Scenic Road Steps				
a	Remove sand, debris & litter	2	LS		
b	Clear vegetation from stairs	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
2	Scenic Road Stone Patios				
a	Remove sand, debris & litter	2	LS		
b	Clear vegetation from patios	1	LS		
c	Remove vegetation, sand, debris, & litter from under benches & trash cans	2	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
3	San Antonio Walkways				
a	Remove sand, debris & litter	1	LS		
b	Clear vegetation from walkways	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
4	Boardwalk & Viewing Platform Located at Del Mar & Ocean Ave				
a	Remove sand, debris & litter	2	LS		
b	Clear vegetation from boardwalk and platform	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
5	Tennis Courts & Parking Areas in Forest Hill Park				
a	Remove sand, soil, debris & litter	1	LS		
b	Remove vegetation, sand, soil, debris & litter from walkways & parking area	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
6	Vista Lobos Park				
a	Remove, sand, soil, debris & litter from walkways, stairs, deck & parking area edges	1	LS		
b	Clear vegetation from boardwalk and platform	1	LS		
c	Maintain irrigation - monitor & adjust as needed	1	LS		
d	Remove weeds, debris and litter from planter beds	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
7	First Murphy Park & House Garden				
	Remove sand, soil, debris & litter from				
a	walkways, patios & parking areas	1	LS		
b	Clear vegetation from walkways, deck, & benches	1	LS		
c	Maintain irrigation - monitor & adjust as needed	1	LS		
d	Remove weeds, debris and litter from planter beds	1	LS		
	Remove vegetation, sand, debris, & litter from				
a	under benches & trash cans	1	LS		
Subtotal					

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
8	Sunset Center North Lot				
a	Perimeter areas & connecting pathways	1	LS		
	Remove sand, soil, debris & litter from walkways,				
	patios & parking areas	1	LS		
b	Clear vegetation from walkways, deck, & benches	1	LS		
c	Maintain irrigation - monitor & adjust as needed	1	LS		
d	Remove weeds, debris and litter from planter beds	1	LS		
	Remove vegetation, sand, debris, & litter from				
f	under benches & trash cans	1	LS		
Subtotal					

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
9	Forest Hill Park - Lower Section				
	Remove, sand, soil, debris & litter from				
a	pathways & basketball court	1	LS		
	Clear vegetation from pathways, playground, &				
b	basketball court	1	LS		
c	Mow public use areas	1	LS		
d	Mow perimeter of open spaces	1	LS		
Subtotal					

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
10	Lester Rowntree Native Plant Garden				
	Remove soil, debris & litter from pathways &				
a	rake pathways	1	LS		
b	Clear vegetation from pathways	1	LS		
	Remove vegetation, debris, & litter from under				
c	benches & trash cans	1	LS		
Subtotal					

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
<b>11 Flanders Mansion Grounds &amp; Driveway Circle</b>					
	Remove sand, soil, debris & litter from walkways, patios, lower driveway & driveway circle	1	LS		
a	Clear vegetation from walkways & patios	1	LS		
b	Remove weeds, debris and litter from planter beds	1	LS		
c	Prune ivy, shrubs, and hedges to maintain existing shape & density	1	LS		
d	Mow lawn	1	LS		
e	Prune ivy on the building away from windows, doors, & roof	1	LS		
f					
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
<b>12 Fourth Ave between Monte Verde &amp; San Antonio Ave</b>					
a	Remove soil, debris & litter from pathways & rake pathways	1	LS		
b	Clear vegetation & weeds from pathways and bridges	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
<b>13 Lower Ocean Ave Pathways</b>					
a	Remove sand, soil, debris & litter from pathways	1	LS		
b	Clear vegetation from walkways & parking areas	1	LS		
c	Mow annual weeds in planter areas	1	LS		
d	Remove debris & litter from planter areas	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
<b>14 Upper Ocean Ave Landscape &amp; Path</b>					
a	Remove sand, soil, debris & litter from pathways	1	LS		
b	Clear vegetation from path	1	LS		
c	Maintain irrigation - monitor & adjust as needed	1	LS		
d	Remove debris & litter from planter areas	1	LS		
e	Clear vegetation & weeds from planter areas	1	LS		
f	Remove vegetation, debris, & litter from under benches & trash cans	1	LS		
g	Mow annual weeds on both sides of Ocean Ave	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
<b>15 Ocean Ave Medians</b>					
a	Clear vegetation & weeds from planter areas	1	LS		
b	Plant small color areas	1	LS		
c	Maintain irrigation - monitor & adjust as needed	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
16 Devendorf Park					
a	Remove sand, soil, debris & litter from pathways & patios	1	LS		
	Remove sand, soil, debris & litter from sidewalks, walkways, & patios	1	LS		
b	Remove litter from park	1	LS		
c	Remove vegetation, debris, & litter from under benches & trash cans	1	LS		
d	Clear vegetation & weeds from planter areas & walkways	1	LS		
e	Remove vegetation & debris from drainage channel	1	LS		
f	Remove vegetation, debris, & litter from under benches & trash cans	1	LS		
g	Mow turf to an appropriate height & trim edges as needed	1	LS		
h	Maintain irrigation - monitor & adjust as needed	1	LS		
i	Clear debris from pond	1	LS		
j	Feed fish	1	LS		
	Remove ivy	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
17 Piccadilly Park					
a	Remove sand, soil, debris & litter from sidewalks, walkways, & patios	1	LS		
b	Remove litter from park	1	LS		
c	Remove vegetation, debris, & litter from under benches	1	LS		
d	Clear vegetation & weeds from planter areas & walkways	1	LS		
e	Maintain irrigation - monitor & adjust as needed	1	LS		
f	Fill fountain as needed	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
18 Harrison Memorial Library					
a	Remove sand, soil, debris & litter from sidewalks, walkways, & patios	1	LS		
b	Remove vegetation, debris, & litter from under benches & trash cans	1	LS		
c	Clear vegetation & weeds from planter areas & walkways	1	LS		
d	Maintain irrigation - monitor & adjust as needed	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
19 Harrison Memorial Library Park Branch					
a	Remove sand, soil, debris & litter from sidewalks, walkways, & patios	1	LS		
b	Remove vegetation, debris, & litter from under benches & trash cans	1	LS		
c	Clear vegetation & weeds from planter areas & walkways	1	LS		
d	Maintain irrigation - monitor & adjust as needed	1	LS		
				Subtotal	

**BID ADD ALTERNATES TASK ITEM 20 - 32**

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
20	Mountain View entrance to Mission Trail Nature Preserve				
	Remove sand, soil, debris & litter from walkways, a stairs & 2 bridges	1	LS		
	b Remove vegetation & weeds from walkways and bridges	1	LS		
	Remove vegetation, debris, & litter from under c benches & trash cans	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
21	Post office Plaza and Parking Lot				
	Remove sand, soil, debris & litter from walkways, a patio & parking lot edges	1	LS		
	Remove vegetation & weeds from walkways, b parking area & patio	1	LS		
	c Clear vegetation & weeds from planter areas	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
22	Lincoln St Pathway Between 3rd and 4th Aves				
	Remove sand, soil, debris & litter from walkways, a & bridges	1	LS		
	b Remove vegetation & weeds from walkways, & bridge	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
23	Pathway from Dead-end of Santa Fe South of 8th Ave to Vizcaino				
	a Remove sand, soil, debris & litter from walkway	1	LS		
	b Remove vegetation & weeds from walkways	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
24	Jane Power's Walkway				
	a Remove sand, soil, debris & litter from walkway		LS		
	b Remove vegetation & weeds from walkways		LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
25	Pathway San Carlos & 2nd				
	a Remove sand, soil, debris & litter from walkway	1	LS		
	b Remove vegetation & weeds from walkways	1	LS		
	c Mow annual weeds	1	LS		
				Subtotal	



Item #	Description	Approximate Quantity	Unit	Unit price	Amount
26	4th Ave Pathways, Boardwalk, & Stairways				
a	Remove sand, soil, debris & litter from walkways, boardwalks, & sta 1		LS		
b	Remove vegetation & weeds from walkways, boardwalks, & sta 1		LS		
c	Remove vegetation, debris, & litter from under benches & trash 1		LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
27	Martha's Stairway				
a	3rd Ave between San Carlos & Dolores	1	LS		
b	Remove sand, soil, debris & litter from stairway	1	LS		
c	Remove vegetation & weeds from stairway	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
28	Rio Rd Medians Between Junipero and Lasuen Pathway				
a	Remove sand, soil, debris & litter from walkways, boardwalks, & sta 1		LS		
b	Remove vegetation & weeds from walkways, boardwalks, & sta 1		LS		
c	Remove vegetation, debris, & litter from under benches & trash 1		LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
29	Forest Theater				
a	Remove sand, soil, debris & litter from walkways, patio & parking lot	1	LS		
b	Remove vegetation & weeds from walkways, patio & parking lot	1	LS		
c	Clear vegetation & weeds from planter areas	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
30	Public Works & CPD				
a	Remove sand, soil, debris & litter from walkways, patio & parking lot	1	LS		
b	Remove vegetation & weeds from walkways, patio & parking lot	1	LS		
c	Clear vegetation & weeds from planter areas	1	LS		
d	Remove vegetation, debris, & litter from under benches & trash cans	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
31	Scout House				
a	Remove sand, soil, debris & litter from walkways, patio & parking lot	1	LS		
b	Remove vegetation & weeds from walkways, patio & parking lot	1	LS		
c	Clear vegetation & weeds from planter areas	1	LS		
				Subtotal	

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
32	Scenic Pathway				
a	Remove weeds and vegetation from pathway	1	LS		

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
33	Junipero Medians				
a	Mow vegetation	2			

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
34	9th Ave Easement				
a	Mow vegetation	2	LS		

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
16	Devendorf Park				
k	Aerate & reseed turf	1	LS		
l	Turf fertilization	2	LS		
Subtotal					

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
Fill 23	Mutt Mitt Stations	2	LS		

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
34 & 35	Installation of annual bedding plants	1	LS		

Item #	Description	Approximate Quantity	Unit	Unit price	Amount
Mulch installation at sites:		6	1	LS	
		7	1	LS	
		8	1	LS	
		10	1	LS	
		12	1	LS	
		14	1	LS	
		15	1	LS	
		16	1	LS	
		18	1	LS	
		19	1	LS	
		21	1	LS	
		25	1	LS	
		28	1	LS	
		29	1	LS	
		30	1	LS	
		31	1	LS	
Subtotal					

Do not enter "N/A" or leave any bid item blank in the Bid Schedule. If a bid item amount is zero, enter \$0.00. If a bid item is included elsewhere, enter \$0.00. Please enter fully burdened hourly rates for ALL items, including rates for Subcontractors if the Bidder cannot directly provide the labor or equipment listed.

**DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS**

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No: \_\_\_\_\_, Class: \_\_\_\_\_, Expiration date: \_\_\_\_\_.

**THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN**

\_\_\_\_\_ COUNTY, CALIFORNIA, ON \_\_\_\_\_, 201\_\_\_\_.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

**FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:**

<b><u>ADDENDA</u></b>	<b><u>DATE RECEIVED</u></b>	<b><u>INITIAL</u></b>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

**EXAMPLE PROJECTS**

Bidder shall list at least three (3) jobs of a similar nature completed by Bidder's organization within the past three (3) years. (Please include Reference Contact Information on the following page.)

<b>Date Completed</b>	<b>Dollar Amount</b>	<b>Organization</b>	<b>Job Type</b>	<b>Project Location</b>

**REFERENCES**

List at least three (3) organizations of similar size, billing numbers and frequency where the same/similar services, as stated herein, have been provided. (Note: lack of three comparable agencies will not disqualify proposer.)

**ORGANIZATION**

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Contact Person	Title
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Address	P.O. Box	City	State	Zip
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Phone Number	Email
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**ORGANIZATION**

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Contact Person	Title
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Address	P.O. Box	City	State	Zip
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Phone Number	Email
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**ORGANIZATION**

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Contact Person	Title
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Address	P.O. Box	City	State	Zip
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Phone Number	Email
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**REFERENCE CHECKS:**

The City reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the City in evaluating the Contractor's performance on previous assignments.

**SUBCONTRACTOR'S LIST**

The Bidder shall list below the name, the location of the place of business, and the California Contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work
-----------------------	--	--	-------------------------------------	--------------------------------

**NONCOLLUSION DECLARATION**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 in \_\_\_\_\_ [City], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company

**DEBARMENT AND SUSPENSION CERTIFICATION**

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ [city], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company

**BID BOND**

**(To be Submitted with Bid)**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Surety and \_\_\_\_\_, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **the City of Carmel-by-the-Sea** ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: Landscape Services 20-20-009.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to ten percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

**[CONTINUED NEXT PAGE]**



IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by their duly authorized agents or representatives.

\_\_\_\_\_  
**(Bidder/Principal Name)**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

**(Attach Notary Public Acknowledgement of Principal's Signature)**

\_\_\_\_\_  
**(Surety Name)**

By: \_\_\_\_\_  
(Signature of Attorney-In-Fact for Surety)

\_\_\_\_\_  
(Typed or Printed Name of Attorney-In-Fact)

**(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)**

**Contact name, address, telephone number and email address for notices to the Surety**

\_\_\_\_\_  
(Contact Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State & Zip Code)

(\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Telephone Fax

\_\_\_\_\_  
(Email address)

**CERTIFICATION OF WORKERS' COMPENSATION INSURANCE**

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- c. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- d. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

3. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

\_\_\_\_\_  
(Contractor Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company)

**APPENDIX B:**  
**SAMPLE CONTRACT,**  
**PERFORMANCE BOND,**  
**AND PAYMENT BOND**

**SAMPLE CONTRACT**

**CITY OF CARMEL-BY-THE-SEA  
AGREEMENT FOR CONTRACTOR SERVICES**

**Contractor name**

**Project Service**

**Contract #**

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of \_\_\_\_\_, 2020, between the City of Carmel-by-the-Sea, a municipal corporation ("City") and \_\_\_\_\_, a \_\_\_\_\_, ("Contractor") whose current and valid Contractor's License # \_\_\_\_\_, as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on upon full execution of this Contract and shall remain and continue in effect until tasks described herein are completed, included warranty work, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Contractor shall perform the tasks described and set forth in the Contract documents attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the Schedule and Time Limits of performance which is also set forth in Exhibit 1.

3. **PERFORMANCE**

a) Contractor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

b) Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

c) Contractor acknowledges that it is familiar with City's policies for the protection of trees and agrees to take all reasonable precautions to protect trees not subject to trimming or removal from damage which might be cause during the work to be performed. (See Carmel-by-the-Sea Municipal Code Chapter 12.28).

d) At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

e) The Contractor will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions thereof.

f) Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by Contractor or in any way affect the performance of its service pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and regulations. City, its officers and employees, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section. Contractor further agrees to indemnify and hold City, its officers and employees harmless for any such violation of law or regulation, as further set out under paragraph 11 of this agreement.

g) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

h) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Contractor acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

i) Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Section 13. To insure performance, Contractor and any subcontractor must provide Faithful Performance and Labor and Material Bonds in favor of City, each in the amount of one hundred percent (100%) of the value of the Contract.

j) Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Carmel-by-the-Sea in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the City of Carmel-by-the-Sea will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

#### 4. CITY MANAGEMENT

The Public Works Director or the City Forester shall represent City in all matters pertaining to the administration of this Agreement, review and approve of all products submitted by Contractor. However, the Public Works Director nor the City Forester shall not have the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. City's City Administrator or his designee, shall be authorized to act on City's behalf and to execute all necessary change order documents which enlarge the Tasks to Be Performed, or change Contractor's compensation subject to Section 6 hereof.

#### 5. PAYMENT

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in the Contract Documents, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) The City Administrator's Contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any Contract amendments that exceed the total threshold, require City Council approval. Any Contracts, including Contract amendments that exceed the total threshold, which have not received prior City Council approval, shall be void.

(c) Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

#### 6. INSPECTION

City shall at all times have the right to inspect the work and materials supplied by Contractor. Contractor shall furnish all reasonable aid and assistance required by City for the proper examination of the work, materials and Landscape Maintenance Services

parts thereof. Such inspection shall not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications of the Contract or any modifications thereof and in compliance with the law.

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice of intention to terminate. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 6(c).

8. DEFAULT OF CONTRACTOR

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) In the event that the City Administrator or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City shall have the right, but not the obligation, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records, shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the City of Carmel-by-the-Sea City Hall for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

## 10. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are actually caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub-contractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in the Contract Documents without the written consent of the Contractor.

(b) Indemnification for Other Than Professional Liability. Contractor shall indemnify defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

## 11. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor shall immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and shall indemnify and defend City against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

## 12. INSURANCE

(a) Contractor shall submit and maintain prior to the beginning of and for the duration of this Agreement insurance coverage covering the Contractor and designating the City, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 and ISO 20 37 07 04 or their equivalent against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Contractor's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that Contractor's Landscape Maintenance Services

insurance policies shall be primary as respects any claims related to or as the result of Contractor's work. Any insurance, pooled coverage, or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. The Additional Insured Endorsement shall not apply to the Professional Liability Insurance.

General Liability:

a. General Aggregate	\$2,000,000
b. Products Comp/Op Aggregate	\$2,000,000
c. Personal & Advertising Injury	\$2,000,000
d. Each Occurrence	\$1,000,000
e. Fire Damage (any one fire)	\$ 50,000
f. Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a. Workers' Compensation	Statutory Limits
b. EL Each Accident	\$1,000,000
c. EL Disease - Policy Limit	\$1,000,000
d. EL Disease - Each Employee	\$1,000,000

Automobile Liability

a. Any vehicle, combined single limit	\$1,000,000
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(b) Other Insurance Requirements

(1) All insurance required under this Agreement must be written by an insurance company admitted to do business in California with a current A.M. Best rating of no less than A: VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

(2) Each insurance policy required by this Agreement shall be endorsed to state that CITY shall be given notice in writing at least thirty (30) days in advance of any cancellation thereof, except CITY shall be given TEN (10) days' notice for nonpayment of the premium.

(3) The general liability and auto policies shall:

(a) Provide an endorsement naming CITY, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 and ISO 20 37 07 04 or their equivalent.

(b) Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by CITY.

(c) Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.

(d) Provide for a waiver of any subrogation rights against CITY via an ISO CG 24 01 10 93 or its equivalent.

(e) Prior to the start of work under this Agreement Contractor shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Administrator. Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

(f) The Contractor shall immediately advise the City of any litigation and/or open claims that may affect these insurance policies.

13. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the



power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Any and all employees or subcontractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, shall be considered employees or subcontractors of Contractor only and not of City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or subcontractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees or subcontractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

#### 14. PREVAILING WAGE

It is further expressly agreed by and between the parties hereto that the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this Agreement is that ascertained by the Director of the Department of Industrial Relations of the State of California, copies of which are on file in the Office of the City Clerk and the Department of Public Works, which shall be made available to any interested party on request, which said rates are hereby made a part hereof, incorporated herein by reference as though set forth in full. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of worker employed on the Project.

Pursuant to Senate Bill 222 City is required to withhold from any progress payments owed to a Contractor any amount that has been forfeited as penalties, or as wages owed to employees who have not been paid the prevailing wage for work performed. This allows the intervention by the Division of Labor Standards Enforcement, which is headed by the State Labor Commission, in a Contractor's lawsuit for recovery of amounts withheld by an awarding body. All withheld wages and penalties will be transferred to the Labor Commissioner for disbursement in those cases where a Contractor fails to bring a lawsuit for amounts withheld within ninety (90) days after completion of the public works Contract and formal acceptance of the job by the awarding body. The Labor Commissioner is then permitted to intervene in any lawsuit brought by the Contractor against an awarding body for recovery of amounts withheld.

#### 15. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

#### 16. CONFLICT OF INTEREST

Contractor shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not Contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

Landscape Maintenance Services

If City determines Contractor comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.) Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Contractor's and/or such other person's financial interests.

19. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

20. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Administrator or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City, through the City Attorney's office, should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with the City and City Attorney's office and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City or the City Attorney's office to control, direct, or rewrite said response.

21. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: Robert Harary, PE  
Director of Public Works  
P.O. Box CC  
Carmel-by-the-Sea, CA 93921

To Contractor: [Name]  
[Title]  
[Address]  
[City, State, Zip]

22. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

23. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

24. GOVERNING LAW

City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive persona and in rem jurisdiction and venue of the aforementioned courts.

25. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

27. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

28. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

29. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF CARMEL-BY-THE-SEA:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Chip Rerig, City Administrator

By: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
**Brit Avrit. MMC, City Clerk**

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
**Brian Pierik, ESQ, City Attorney**

Date: \_\_\_\_\_

**PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

PREMIUM: \_\_\_\_\_

WHEREAS, The City of Carmel-by-the-Sea, (hereinafter designated as "Obligee") and \_\_\_\_\_ (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, and identified as project \_\_\_\_\_ is hereby referred to and made a part hereof; and

WHEREAS, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, We, the principal and \_\_\_\_\_ as surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of Ten Thousand Dollars (\$10,000) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees as determined by the Court, incurred by obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the Plans or Specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on

By \_\_\_\_\_

PRINCIPAL

By: \_\_\_\_\_

PRINCIPAL

By: \_\_\_\_\_

ATTORNEY-IN-FACT

**PAYMENT (LABOR AND MATERIALS) BOND**

BOND NO.: \_\_\_\_\_

KNOW ALL MEN/WOMEN BY THESE PRESENCE that we, \_\_\_\_\_ as Principal (also referred to herein as "Contractor"), and \_\_\_\_\_ as Surety, are held and firmly bound unto City of Carmel-by-the-Sea, hereinafter called "OWNER," in the sum of Ten Thousand Dollars (\$10,000) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Carmel-by-the-Sea for the On-Call Tree Maintenance Services, in accordance with OWNER's Call for Bids documents and Principal's Bid Dated ... \_\_\_\_\_, and to which reference is hereby made for all particulars, and is required by said City of Carmel-by-the-Sea to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said Contractor, its Subcontractors, its heirs, executors, administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions, equipment, or other supplies used in, upon, for or about the performance of the WORK contracted to be done under the Contract, or (b) for any work or labor thereon of any kind contracted to be done under the Contract, or (c) for amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in each case, as required by the provisions of Sections 9550-9566 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, corporations or other entities so furnishing said materials, provisions, provender, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, corporation or entity renting or hiring implements or machinery or power for or contributing to said Work to be done, or any person who performs work or labor upon the same, or any person, company, corporation or entity who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay in full the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

(\_\_\_\_\_)\_\_\_\_\_  
Telephone Number

(\_\_\_\_\_)\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

**NOTARIAL CERTIFICATE OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.**

**APPENDIX C:**  
**SAMPLE TASK ORDER FORM**



City of Carmel Task Order Form

Contract #  
PO#:  
Task Order #:

I. SCOPE AND SCHEDULE BY CITY:

Scope of Work:

Required Completion Date:

II. COST ESTIMATE AND START DATE BY CONTRACTOR:

Proposed Amount:  
(Attach Back up Documents)

\$

Start & Completion Dates:

Start by:

Complete by:

III. SIGNATURES:

Submitted by:

\_\_\_\_\_

Contractor

\_\_\_\_\_

Date

Approved by:

\_\_\_\_\_

City Forester/Project Manager

\_\_\_\_\_

Date

**Complete and return form to Sara Davis sdavis@ci.carmel.ca.us within 3 calendar days for approval.**

A signed Task Order form with City approval will be sent to the Contractor as authorization to proceed. Cost Estimate shall be based on the hourly rates submitted in the Bid Schedule.

**Liquidated Damages:** For inexcusable delays, the Contractor agrees to pay the City the sum of fifty dollars (\$50) for each and every calendar days delay beyond the required Completion Date.