Non-Mandatory Pre-Bid Conference:
August 31, 2022 at 2:00pm
Carmel City Hall Council Chambers
East side of Monte Verde Street between Ocean and 7th Avenues, Carmel-by-the-Sea

Bidder Questions Due by:
September 9, 2022 at 5:00 pm
Direct questions to Sara Davis, City Forester at forester@ci.carmel.ca.us
All questions must be submitted in writing via email.

Responses to Bidder Questions (Addendum) to be Posted on City Website by:
September 14, 2022 at 5:00 pm

Bid Submittal Due Date and Time:
September 20, 2022 at 2:00 pm

Bids to be Publicly Opened Immediately after Bid Submittal Due Date and Time:
Carmel City Hall Council Chambers on the east side 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:
Sara Davis
City Forester
DATE: 08/17/2022

APPROVED FOR BIDDING:
Robert M. Harary, P.E.
Director of Public Works
DATE: 08/17/2022
Landscape Maintenance Services
22-23-001

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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. In general, the work consists of: Irrigation maintenance, programing of irrigation timers, and monitoring for breaks and appropriateness of irrigation rates; bedding plant acquisition and planting; turf aeration, re-seeding and fertilization; water feature monitoring; wood mulch installation; as well as the removal of sand, soil, debris, litter, weeds and vegetation.

This is a three-year contract with the option for an extension of two additional years. Annual Contract Value will range from approximately $25,000 to $50,000 for each of the four service item categories in the Bid Schedule (Page 13). Up to four Contracts may be awarded. If one Contract is awarded to one Contractor for all four service item categories, the Contract Value may be up to $175,000. All work is to be performed on an as-needed basis at the following locations throughout the City:

1. Scenic Road Beach Steps: 8th, 9th, 10th (two locations), 11th, 12th, 13th, Santa Lucia Avenue, and Martin Way
2. Scenic Road Stone Patios: 8th, 11th, between 11th and 12th, 13th, and Santa Lucia Avenue
3. San Antonio Walkways: Between San Antonio Avenue and Scenic Road at 9th, 10th, 11th, and 12th
4. Boardwalk and Viewing Platform Located at Del Mar and Ocean Avenue
5. Tennis Courts and Parking Areas in Forest Hill Park
6. Vista Lobos Park
7. First Murphy Park & House Garden
8. Sunset Center North Lot
9. Forest Hill Park: Lower Section
10. Lester Rowntree Native Plant Garden
11. Flanders Mansion Grounds and Driveway Circle
12. Lower Ocean Avenue Pathways: North and south sides of Ocean Avenue between Monte Verde and Del Mar
13. Upper Ocean Avenue Landscape and Path: Junipero Avenue to East City Limits
14. Ocean Avenue Medians: Between Junipero Avenue and Monte Verde Street
15. Devendorf Park
16. Piccadilly Park
17. Harrison Memorial Library
18. Harrison Memorial Library Park Branch
19. Entrances to Mission Trail Nature Preserve from Mountain View and from Rio Road
20. Post Office Plaza and Parking Lot
21. Lincoln Street Pathway Between 3rd and 4th Avenues
22. Pathway from dead end of Santa Fe Street south of 8th Avenue to Vizcaino Avenue
23. Jane Powers Walkway
24. Pathway at San Carlos Street and 2nd Avenue
25. 4th Avenue Pathways between Monte Verde Street and San Antonio Street, including Boardwalk and Stairways
26. Martha’s Stairway
27. Rio Road medians between Junipero and Lasuen Pathway
28. Forest Theater
29. Public Works & Carmel Police Department
30. Scout House
31. Scenic Pathway, between 8th Avenue and Martin Way
32. Junipero medians, between Camino del Monte and Santa Lucia Avenue
33. 9th Avenue easement
34. North Dunes Habitat Restoration Area
35. City Storage area, Rio Road Park
36. Pescadero Canyon - south slope and along 2nd Avenue
37. Dog Waste Bag Dispenser Stations at 23 locations indicated below as dark green icons:
38. Water Backflows at the following 39 locations:

<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ocean Scenic NW 208</td>
<td>Del Mar, under bench</td>
</tr>
<tr>
<td>Ocean Santa Fe SW 5</td>
<td>Behind meter for drinking fountain</td>
</tr>
<tr>
<td>San Carlos 5th NW 1</td>
<td>City island behind meter</td>
</tr>
<tr>
<td>Ocean Ave Island</td>
<td>Between Dolores and San Carlos on Ocean</td>
</tr>
<tr>
<td>Camino Del Monte 2nd W N 9</td>
<td>Behind meter for drinking fountain</td>
</tr>
<tr>
<td>Ocean Mt Verde Island</td>
<td>Center island behind meter</td>
</tr>
<tr>
<td>Ocean Ave Island</td>
<td>Behind meter</td>
</tr>
<tr>
<td>6th Junipero NW 110</td>
<td>Behind meter of Junipero</td>
</tr>
<tr>
<td>Monte Verde 7th NE of 7 156</td>
<td>City island behind meter</td>
</tr>
<tr>
<td>Dolores 5th NE 18</td>
<td>5th &amp; Dolores behind meter</td>
</tr>
<tr>
<td>Rio Rd island</td>
<td>City island behind meter</td>
</tr>
<tr>
<td>San Carlos Ocean NE 191</td>
<td>Wells Fargo Mini Park</td>
</tr>
<tr>
<td>San Carlos 5th NW1</td>
<td>City island behind meter</td>
</tr>
<tr>
<td>6th Junipero SW 18</td>
<td>Water Meter located next to restroom</td>
</tr>
<tr>
<td>Junipero 4th SE 158'</td>
<td>East side Junipero 158' south of 4th</td>
</tr>
<tr>
<td>Junipero Ave island</td>
<td>Center island behind meter</td>
</tr>
<tr>
<td>Ocean &amp; Carmelo Corner SW</td>
<td>In planter area</td>
</tr>
<tr>
<td>25800 Hatton Rd</td>
<td>Flanders estate</td>
</tr>
<tr>
<td>Junipero Ave island</td>
<td>30' S 3rd in island on Junipero</td>
</tr>
<tr>
<td>Forest Hill Park</td>
<td>Down Ramp</td>
</tr>
<tr>
<td>Monte Verde 9th intersection</td>
<td>In planter area</td>
</tr>
<tr>
<td>1' N Vista E Junipero</td>
<td>Tennis bathroom</td>
</tr>
<tr>
<td>20' S Ocean W Dolores</td>
<td>20' S Ocean W Dolores</td>
</tr>
<tr>
<td>6th Junipero S W 19</td>
<td>Next to restrooms</td>
</tr>
<tr>
<td>Scenic 13th W S 35</td>
<td>West Side of scenic 25' south of 13th</td>
</tr>
<tr>
<td>San Carlos 20th E N 50</td>
<td>East side of San Carlos, 50' N of 10th</td>
</tr>
<tr>
<td>Sunset Center - Patio</td>
<td>Patio Service</td>
</tr>
<tr>
<td>24601 Lower Trail Irrig</td>
<td>Island, corner of Carpenter and Hwy 1</td>
</tr>
<tr>
<td>24687 Camino Del Monte</td>
<td>Serra Statue</td>
</tr>
<tr>
<td>Lincoln 3rd Island Irrg</td>
<td>Center island</td>
</tr>
<tr>
<td>Lincoln 5th Island</td>
<td>Center Island</td>
</tr>
<tr>
<td>Lincoln 6th W N 114</td>
<td>32' N of 6th W side of Lincoln</td>
</tr>
<tr>
<td>Lincoln 6th E S 57</td>
<td>Behind Meter</td>
</tr>
<tr>
<td>Ocean Ave Island</td>
<td>Behind meter</td>
</tr>
<tr>
<td>Torres 3rd W S 45</td>
<td>Corner of 3rd &amp; Torres, Lobos Park</td>
</tr>
<tr>
<td>Ocean Guadalupe S E</td>
<td>Behind meter-for drinking fountain</td>
</tr>
<tr>
<td>Ocean Guadalupe S E</td>
<td>Behind meter</td>
</tr>
<tr>
<td>Ocean Ave Island</td>
<td>City Island</td>
</tr>
<tr>
<td>Rio Rd island</td>
<td>City Island</td>
</tr>
</tbody>
</table>
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 2:00pm on Tuesday, September 20, 2022.

<table>
<thead>
<tr>
<th>US Mail</th>
<th>City of Carmel-by-the-Sea</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>City Clerk</td>
</tr>
<tr>
<td></td>
<td>P.O. Box CC</td>
</tr>
<tr>
<td></td>
<td>Carmel-by-the-Sea, CA 93921</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FedEx / UPS / Hand Delivery</th>
<th>City of Carmel-by-the-Sea</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>City Clerk</td>
</tr>
<tr>
<td></td>
<td>Eastside of Monte Verde</td>
</tr>
<tr>
<td></td>
<td>Between Ocean and Seventh</td>
</tr>
<tr>
<td></td>
<td>Avenues</td>
</tr>
<tr>
<td></td>
<td>Carmel-by-the-Sea, CA 93921</td>
</tr>
</tbody>
</table>

Immediately after the deadline, bids will be publicly opened and read in the City Council Chambers.

**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 Maintenance Services.”

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**

An in-person, Non-Mandatory Pre-Bid Conference is scheduled for 2:00pm on August 31, 2022 at the City Hall Council Chambers, Carmel-by-the-Sea. This conference will allow Bidders to receive an overview of the Contracts and ask questions. Attendance is strongly encouraged but not mandatory.

**INQUIRIES**

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

<table>
<thead>
<tr>
<th>All Questions shall be submitted to:</th>
<th>Sara Davis</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>City Forester</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:forester@ci.carmel.ca.us">forester@ci.carmel.ca.us</a></td>
</tr>
</tbody>
</table>

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 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 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 (DIR), 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 DIR. 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 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 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. In the event of a bid mistake resulting from a clerical error made by the Bidder, withdrawal of such bid 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 Bidder’s 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. A satisfactory record of integrity, diligence, and professionalism in the specific Contract work;
   
   d. The legal qualifications to Contract with the City; and
   
   e. 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 correctly apply 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, the 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 protestor 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 forester@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 their 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:


BMP: Best Management Practice

BIDDER: Party submitting a bid for consideration by the Carmel-by-the-Sea.

CITY: The term “City” refers to and indicates the City of Carmel-by-the-Sea, Monterey County, State of California.

CONTRACTOR: The term “Contractor” refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this Contract and Specifications.

COUNCIL OR CITY COUNCIL: The City Council of the City of Carmel-by-the-Sea.

GENERAL PROVISIONS: Part III of these Specifications.

SPECIAL PROVISIONS: Part IV of these Specifications.

SPECIFICATIONS: This document, in its entirety.

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
## On-Call Landscape Services

22-23-001

### BID SCHEDULE

<table>
<thead>
<tr>
<th>Items</th>
<th>Description</th>
<th>Price Per Labor Hour</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong></td>
<td>(Landscape Services: General Maintenance)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Removal of sand, soil, debris, litter, weeds and vegetation, including string trimming, raking, and blowing</td>
<td></td>
<td>Sum Costs of “A”:</td>
<td></td>
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<tr>
<td>2. Pruning and shearing of shrubs and vines</td>
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<tr>
<td>3. Mowing of turf and naturalized vegetation</td>
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<tr>
<td>4. Turf aeration, re-seeding, and fertilization</td>
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<tr>
<td>5. Refill Dog Waste Bag Dispensers</td>
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<tr>
<td><strong>B</strong></td>
<td>(Landscape Services: Irrigation)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Irrigation maintenance</td>
<td></td>
<td>Sum Costs of “B”:</td>
<td></td>
</tr>
<tr>
<td>2. Irrigation system installation</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3. Water feature monitoring</td>
<td></td>
<td></td>
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<tr>
<td>4. Leak locating</td>
<td></td>
<td></td>
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<tr>
<td><strong>C</strong></td>
<td>(Landscape Services: Installation)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Bedding plant acquisition and planting</td>
<td></td>
<td>Sum Costs of “C”:</td>
<td></td>
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<tr>
<td>2. Planting</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3. Installation of wood mulch or topsoil/soil amendments</td>
<td></td>
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<tr>
<td><strong>D</strong></td>
<td>(Landscape Services: Beach Care)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Removal of sand, soil, debris, litter, weeds and vegetation along the Scenic Pathway and Carmel Beach</td>
<td></td>
<td>Sum Costs of “D”:</td>
<td></td>
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<tr>
<td>2. Fire pit cleaning</td>
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</tbody>
</table>

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. If not entering a bid for any item(s), enter “No Bid.”

“Per Hour Labor” refers to the fully burdened rates and includes any miscellaneous consideration reasonably associated with each listed Item, including Labor at prevailing wage rates, employee benefits, overhead, profit, equipment, tools, traffic control, USA Alert tickets, portable toilets, vehicles, mileage, insurance, administrative costs, supplies, materials, disposal costs, transportation, incidentals, computers, cell phones, and rates for subcontractors if the Bidder cannot directly provide the labor or equipment listed.

Future years’ rates equal the Contract amount plus the Consumer Price Index, San Francisco.
BASIS OF AWARD
Award of Contract, if any be made, shall be made to up to four Contractors with the lowest responsive, responsible bids based on the respective Price Per Labor Hour, and Sum Totals for each Bid Item.

BID ITEM DESCRIPTIONS
A) Landscape Services – General Maintenance: Manual removal of invasive weeds, weeding of flower bed(s), median weeding, litter pickup from public spaces, removal or movement of beach sand from pedestrian areas, mowing of medians areas and turf grass, pruning of shrubs and perennials per industry BMP, cleaning of paths, mulching, turf aeration, and refilling dog waste bags throughout City.

B) Landscape Services – Irrigation: Irrigation system installation is to include but is not limited to backflows, valves, controllers, emitters, and wiring, repair of irrigation breaks and leaks, and adjusting irrigation to maintain plant health and water conservation.

C) Landscape Services – Installation: Planting of annual color seasonally, planting perennials and woody plants, seeding open areas, light grading with rake, and soil improvement.

D) Landscape Services – Beach Care: Sweeping staircases to remove sand, debris pick up, routine fire pit cleaning, and sifting burnt items from the beach sand.

Also see Technical Specifications in Part IV, Special Provisions.

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 therefor.

BID CLARIFICATION
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 unit prices will serve 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 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 affidavits or any other documents where an original document or signature is required by these Specifications.

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 _______________________, 2022.
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 name(s) of person(s) 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:

<table>
<thead>
<tr>
<th>ADDENDA</th>
<th>DATE RECEIVED</th>
<th>INITIAL</th>
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<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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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, followed by Reference Contact Information on the following page.

<table>
<thead>
<tr>
<th>Date Completed</th>
<th>Dollar Amount</th>
<th>Organization</th>
<th>Job Type</th>
<th>Project Location</th>
</tr>
</thead>
<tbody>
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</table>
REFERENCES

List 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.)

<table>
<thead>
<tr>
<th>ORGANIZATION</th>
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<tbody>
<tr>
<td><strong>Contact Person</strong></td>
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<td><strong>Address</strong></td>
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<tr>
<td><strong>Phone Number</strong></td>
</tr>
<tr>
<td><strong>ORGANIZATION</strong></td>
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<tr>
<td><strong>Contact Person</strong></td>
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<td><strong>Address</strong></td>
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<tr>
<td><strong>Address</strong></td>
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<tr>
<td><strong>Phone Number</strong></td>
</tr>
</tbody>
</table>

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.
**SUBCONTRACTORS 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.

<table>
<thead>
<tr>
<th>Name of Subcontractor</th>
<th>California Contractor License Number</th>
<th>California DIR Registration Number</th>
<th>Location of Business</th>
<th>Trade or Portion of Work</th>
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</tbody>
</table>
NON COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____________________ of _______________________________, the party making the 
(Title) (Contractor Name) 
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 ________________, 2022 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 ________________________, 2022 in __________ [City], _________________ County, California.

__________________________________________
Signature

__________________________________________
Printed Name and Title

__________________________________________
Company
CERTIFICATION OF WORKERS’ COMPENSATION INSURANCE

I, ____________________________________________, the ______________________________________ of
(Name) (Title)
________________________________________________________, declare, state and certify that:

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 listed in PART 1: NOTICE TO CONTRACTORS and Specifications, including the Contract Form (See Appendix B) for the work contemplated. 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 therefor 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).

CONTRACT AWARD AND EXECUTION

CONTRACT AWARD
The Contract shall be awarded, if an award is made, to a 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 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’s 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 or her personal attention to the fulfillment of the Contract and shall keep the work under his or her 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 from the on-site representative, provide contact information for both.

The Contractor shall be constantly on the work site 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’s 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 therefor.
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 Claims in PART IV: SPECIAL PROVISIONS.

CONTRACTOR’S RESPONSIBILITY FOR WORK
All work which is defective or deficient in any of the requirements of the 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 their 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 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
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.

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 acceptance by the City. 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.

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

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 of 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 DIR. 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 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 DIR, 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 monies 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 DIR's 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 DIR 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
The City's authorized work hours are 7:30am to 5:00pm, Monday through Friday. Eight hours of 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 DIR 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,
extcept 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.

The Contractor is encouraged to minimize the number of vehicles to transport workers to the job sites as
parking may be very limited at times, and parking time limits in the downtown area are enforced.

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.

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 their 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.

**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 their 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 their sureties from liability for failure to fulfill the Contract. The Contractor and their 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.
PART IV: SPECIAL PROVISIONS

GENERAL
The work consists of, but is not limited to: Irrigation maintenance, programing of irrigation timers, and monitoring for breaks and appropriateness of irrigation rates; bedding plant acquisition and planting; turf aeration, re-seeding, and fertilization; water feature monitoring; wood mulch installation; as well as the removal of sand, soil, debris, litter, weeds and vegetation.

All work may be performed mechanically or by hand, with non-gas powered equipment.

Herbicides may be used to control weeds and other vegetation, however any herbicide(s) used must comply with the City's Integrated Pest Management Policy. Work must conform to water quality Best Management Practices. Pruning and shearing of shrubs and vines should conform to industry Best Management Practices, and mowing of turf and naturalized vegetation is to conform to Horticulture Best Management Practices.

This is a three-year contract with the option for an extension of two additional years. All work is to be performed on an on-call, as-needed basis at various locations throughout the City.

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.

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 the effective date of the Notice to Proceed through June 30, 2025. The Contract is renewable for up to two (2) additional years.

TASK ORDERS
Should a Contractor be awarded a Base Contract for one or more of the service item categories, requests for work will be issued by the City via email on an as-need basis using Task Orders which outline each job or jobs to be performed, per the rates set by the Contractor in the submitted Bid Schedule. Future years’ rates equal the Contract amount plus the Consumer Price Index, San Francisco. Refer to Appendix C for a sample Task Order Form.

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 the work. The permit application fee(s) shall be waived.
**SITE INSPECTION**

It shall be the Contractor's responsibility to inspect the sites 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.

At times, the Contractor may be working in close proximity to other City contractors, such as for tree care services or construction projects, and/or private contractors. Contractor shall cooperate with adjacent contractors or promptly notify the City Forester of any conflicts.

**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.

**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.

**GUARANTEE**

Materials and labor guarantees shall be per Part III of these Specifications. All warranties 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.
14. Federal Water Pollution Control Act (Clean Water Act).
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, 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 $1,000,000-$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 $1,000,000 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.
DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. 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, 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, 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. Exceptions 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 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 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 apply 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 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 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 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-WORK 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 831-620-2070 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
pre-work conference, as well as 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.

Contractor shall track working hours of all their employees and subcontractors at all job sites throughout
the City on a daily basis. This information shall be provided to a designee of the Public Works Department
on a weekly basis, preferably on Mondays for the prior week’s work, but no later than one week after each
working day. Monthly invoices are to match the work hours recorded by the Contractor on a daily basis.

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 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

1. 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.


3. 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.

4. 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.

5. Every TCP submitted for City review and approval must conform to the following guidelines:
   a. TCP shall reflect actual job site conditions.
   b. TCPs shall be prepared to scale on 24” x 36” or 11” x 17” sheets.
   c. Use legible lettering.
   d. Provide a legend for symbols used.
   e. Provide a north arrow.
   f. Provide a USA/Dig Alert warning stamp.
   g. Lay out streets in proper orientation and label streets.
   h. Indicate posted speed limits.
   i. Show existing crosswalks, bike lanes, striping, ADA ramps, berms, or drainage facilities.
   j. Show existing regulatory signs in the vicinity of the Work Zone.
   k. Identify the type of construction (i.e. install gas line, pave new driveway).
   l. Indicate location and dimensions of the proposed construction Work Zone.
m. Show any equipment/materials staging area, if applicable.

n. Note the Contractor's business name, address, phone number, and license number.

o. Note the name and phone number of a 24-hour contact(s) associated with the Contractor.

p. Indicate the start date and estimated construction completion date.

q. Label proposed temporary construction signs, barricades, and delineators.

r. Label proposed taper lengths, width, and delineator spacing.

s. Label signs/barricades to navigate bicyclists and pedestrians around the Work Zone.

t. Label any proposed temporary parking restrictions.

u. Copy the following General Notes onto the TCP.

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

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

b. Work hours are 8:00 am – 5:00 pm Monday-Friday, and 8:00 am to 5:00 pm on Saturdays.

c. Any night work will require prior written approval from the Public Works Superintendent.

d. The Contractor shall maintain traffic control devices 24 hours per day, 7 days per week.

e. Traffic control devices shall be removed from view when not in use.

f. Travel lanes through construction sites shall be at least 12 feet wide.

g. Temporary "No Parking" signs must be posted at least 48 hours prior to work.

h. Trenches must be backfilled or plated during non-working hours.

i. A flashing arrow board is required on arterial lane closures.

7. 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.

8. 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.

9. 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.

10. 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 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 maintenance activities with the utility companies as required and shall adjust the 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.

SANITARY FACILITIES
Existing City-owned public 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 stormwater…”

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

1. 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;
2. 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;

3. 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 stormwater system, or local waterways. Any such discharge shall be cleaned-up promptly;

4. No runoff from disturbed or graded areas, or material stockpiles, shall contain sediments.

5. All hard-surfaced areas are to be swept regularly and free of dirt and construction debris, and construction entrance/exit(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 their representative will 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**

All work shall be performed under the direction of the City Forester or designee.

1. **Bid Item A. Landscape Services – General Maintenance:**
   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 (i.e. battery-powered or electrically-powered). Work must conform to water quality best management practices, per Section 17.42.020 of the Carmel-by-the-Sea Municipal Code. Herbicides may be used to control weeds and other vegetation, however any herbicide(s) used must comply with the City's Integrated Pest Management Policy.
   b. Pruning and shearing of shrubs and vines should conform to industry best management practices. Using 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 should conform to best horticultural standards. Non-gas powered equipment must be used for mowing. Mowing of turf at Devendorf Park is to be performed with a mulching mower, and clippings are to stay in place. Mowing naturalized areas may be performed with a mower, string trimmer or by another method approved by the City Forester. Work must conform to water quality best management practices, per Section 17.42.020 of the Carmel-by-the-Sea Municipal Code.
   d. Turf aeration, re-seeding, and fertilization: Soil cores should be removed in the spring and measure 1/4 to 1/2 inch in diameter, be distanced 4 to 6 inches apart, and be about 3 to 4 inches deep. Top dress should conform to 1/4 inch of organic materials, free of weed seeds. In the early spring, overseed with a turf seed mix approved by the City Forester. Fertilize twice per year, once in the spring and once in the fall, with a formula approved by the City Forester.

2. **Bid Item B. Landscape Services – Irrigation:**
   a. Irrigation maintenance, programming of irrigation timers, and monitoring for breaks and appropriateness of irrigation rates should be performed.
   b. Irrigation system installation is to include, though is not limited to: backflows, valves, controllers, emitters, wiring, repair of irrigation breaks and leaks, and adjustment of irrigation to maintain plant health and water conservation.
3. Bid Item C. Landscape Services – Installation:
   a. Bedding plant acquisition and planting: Annual bedding plants shall be appropriate to the season being planted and require little water.
   b. Planting perennials and woody plants, seeding open areas, light grading, and soil improvement should be performed and conform to industry best practices.
   c. Wood mulch installation at various locations throughout the City: The City will provide mulch to the site(s) to be installed. Mulch depth is to be 2 to 4 inches deep, and 4 to 6 inches away from tree trunks.

4. Bid Item D. Landscape Services – Beach Care:
   a. Removal of sand, soil, debris, litter, weeds and vegetation on the Scenic Pathway, beach access stairs, 4th Avenue boardwalk, Del Mar Parking area, North Dunes Habitat Restoration site, and Carmel Beach. This removal work shall be performed by hand. Work must conform to water quality best management practices. Herbicides may not be used to control weeds and other vegetation at the beach.
   b. Fire pit cleaning: Wood, debris, and ash should be removed, fully extinguished, and dumped at the Public Works Yard. Contents of the fire pits are to be documented on a form provided by the City. Fire pit cleaning is to be performed on Mondays, Wednesdays, and Fridays, holidays included, between May 15 to September 15 each summer.
BID COVER SHEET

CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF PUBLIC WORKS
BID COVER SHEET
FOR

Landscape Maintenance Services
22-23-001

Submit the following items unbound:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>INCLUDED</th>
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<tbody>
<tr>
<td>1. Bid Cover Sheet (this sheet)</td>
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<td>2. Bid Proposal</td>
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<td>3. Bid Schedule</td>
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<td>4. Declaration of Bidder/Acknowledgement of Addenda/Example Projects</td>
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<td>5. References</td>
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<td>6. Subcontractors List</td>
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<td>7. Non-collision Declaration</td>
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<td>8. Debarment and Suspension Certification</td>
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<td>9. Certification of Workers Compensation Insurance</td>
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Failure to include required items, including 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
22-23-001

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
22-23-001

### BID SCHEDULE

<table>
<thead>
<tr>
<th>Items</th>
<th>Description</th>
<th>Price Per Labor Hour</th>
<th>Total</th>
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<tbody>
<tr>
<td>A (Landscape Services: General Maintenance)</td>
<td>1. Removal of sand, soil, debris, litter, weeds and vegetation, including string trimming, raking, and blowing</td>
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<td>Sum Costs of “A”:</td>
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<td>2. Pruning and shearing of shrubs and vines</td>
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<td>3. Mowing of turf and naturalized vegetation</td>
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<td>4. Turf aeration, re-seeding, and fertilization</td>
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<td>5. Refill Dog Waste Bag Dispensers</td>
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<tr>
<td>B (Landscape Services: Irrigation)</td>
<td>1. Irrigation maintenance</td>
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<td>Sum Costs of “B”:</td>
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<td>2. Irrigation system installation</td>
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<td>3. Water feature monitoring</td>
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<td>4. Leak locating</td>
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<tr>
<td>C (Landscape Services: Installation)</td>
<td>1. Bedding plant acquisition and planting</td>
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<td>Sum Costs of “C”:</td>
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<td>2. Planting</td>
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<td></td>
<td>3. Installation of wood mulch or topsoil/soil amendments</td>
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<tr>
<td>D (Landscape Services: Beach Care)</td>
<td>1. Removal of sand, soil, debris, litter, weeds and vegetation along the Scenic Pathway and Carmel Beach</td>
<td></td>
<td>Sum Costs of “D”:</td>
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<td>2. Fire pit cleaning</td>
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<td>Grand Total Sum (A+B+C+D):</td>
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<td>Grand Total Sum in Words:</td>
</tr>
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</table>

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. If not entering a bid for any item(s), enter “No Bid.”

“Per Hour Labor” refers to the fully burdened rates and includes any miscellaneous consideration reasonably associated with each listed item, including Labor at prevailing wage rates, employee benefits, overhead, profit, equipment, tools, traffic control, USA Alert tickets, portable toilets, vehicles, mileage, insurance, administrative costs, supplies, materials, disposal costs, transportation, incidentals, computers, cell phones, and rates for subcontractors if the Bidder cannot directly provide the labor or equipment listed.

Future years’ rates equal the Contract amount plus the Consumer Price Index, San Francisco.
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 __________________, 2022.

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:

<table>
<thead>
<tr>
<th>ADDENDA</th>
<th>DATE RECEIVED</th>
<th>INITIAL</th>
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<tbody>
<tr>
<td>1. ________</td>
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<td>2. ________________</td>
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<tr>
<td>3. ________________</td>
<td>_______</td>
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</table>

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, followed by Reference Contact Information on the following page.

<table>
<thead>
<tr>
<th>Date Completed</th>
<th>Dollar Amount</th>
<th>Organization</th>
<th>Job Type</th>
<th>Project Location</th>
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</table>
REFERENCES

List 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.)

<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>Contact Person</th>
<th>Title</th>
<th>Address</th>
<th>P.O. Box</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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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.
**SUBCONTRACTORS 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:

<table>
<thead>
<tr>
<th>Name of Subcontractor</th>
<th>California Contractor License Number</th>
<th>California DIR Registration Number</th>
<th>Location of Place of Business</th>
<th>Trade or Portion of Work</th>
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</table>
NON COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____________________ of _______________________________, the party making the
_________ (Title) ______________________________ (Company)foresaid 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 _____________, 2022 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 ______________, 2022 in __________________ [City], ______________ County, California.

_______________________________________
Signature

_______________________________________
Printed Name and Title

_______________________________________
Company
CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, ____________________________ the ____________________________ of
(Name) (Title)
________________________________________________________, declare, state and certify that:

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 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 ____________, 2022, 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 a Labor and Material Bond, in favor of City, 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 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
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 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 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

(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. Exceptions 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 whatsoever 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 DIR 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 Commissioner, 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 or 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.

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, though 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:
By: _________________________________
    Chip Rerig, City Administrator
Date: _______________________________

CONTRACTOR:
By: _________________________________
    (Signature)
    (Printed Name)
Date: _______________________________

ATTEST:
By: _________________________________
    Nova Romero. MMC, City Clerk
Date: _______________________________

APPROVED AS TO FORM:
By: _________________________________
    Brian Pierik, ESQ., City Attorney
Date: _______________________________
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, including locations and frequency:

Required Completion Date:

II. COST ESTIMATE AND START DATE BY CONTRACTOR:

Proposed Amount: $ Not-To-Exceed
(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 at forester@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 fully burdened hourly rates submitted in the Bid Schedule.

Liquidated Damages: For inexcusable delays, the Contractor agrees to pay the City, or to have the City withhold from payment due, the sum of twenty-five dollars ($25) for each and every calendar day's delay beyond the required Completion Date.