



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

SPECIFICATIONS  
FOR  
**ON-CALL TREE SERVICES**  
INVITATION FOR BIDS 22-23-003

**Non-Mandatory Pre-Bid Conference:**

**Tuesday, January 10, 2023 at 2:00 pm**

Carmel City Hall Council Chambers

East side of Monte Verde Street between Ocean and 7<sup>th</sup> Avenues, Carmel-by-the-Sea

**Bidder Questions Due by:**

**Friday, January 17, 2023 at 5:00 pm**

Questions regarding this solicitation must be submitted in writing via email to Sara Davis, City Forester at [forester@ci.carmel.ca.us](mailto:forester@ci.carmel.ca.us).

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

**Tuesday, January 24, 2023 at 5:00 pm**

**Bid Submittal Due Date and Time:**

**Tuesday, January 31, 2023 at 2:00 pm**

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

Carmel City Hall Council Chambers on the East side of Monte Verde Street between Ocean Avenue and 7th Avenue, Carmel-by-the-Sea

Prepared by  
City of Carmel-by-the-Sea  
Department of Public Works  
Junipero Avenue between 4th and 5th Avenue  
Carmel-by-the-Sea, CA 93921  
Website [ci.carmel.ca.us](http://ci.carmel.ca.us)

TECHNICAL SPECIFICATIONS  
PREPARED BY:

Sara Davis  
City Forester

DATE: 12.22.2022

APPROVED FOR BIDDING:

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

DATE: 12/14/2022

## On-Call Tree Services

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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, C-61/D-49 limited specialty licensed tree Contractors for On-Call Tree Maintenance Services to perform all aspects of urban forestry. The work, in general, consists of maintenance of trees within the public right-of-way, as well as trees on City properties, that are scheduled for standard, priority, and emergency maintenance services. Tree maintenance work may include, but is not limited to: tree planting, staking, watering, pruning, chipping, removal, and stump grinding. The selected firm(s) must also be available to respond to the City’s emergency tree issues, as well as provide consulting arborist services.

The City is seeking to award up to three (3) tree maintenance Contracts for an initial term of three (3) years, with up to two (2), one-year (1-year) extension periods at the option of the City Administrator. The total combined annual contract amount is not anticipated to exceed \$300,000. Contract awards will be made to the most responsive and responsible bidders with the lowest total Base Hourly Rates for Items 1-21 in the Bidding Schedule.

All work is to be performed on an as-needed basis. Upon execution of the Contract, subsequent Task Orders will be assigned to individual Contractors at the discretion of the City based on Contractor availability, past performance, and estimated cost. Hourly rate increases for extensions of the initial Contract, beyond the first year, will be tied to the Consumer Price Index for Urban Consumers (CPI-U) for the San Francisco Bay area and required prevailing wage increases.

**Submit bids in a sealed envelope addressed to City Hall, attention City Clerk.**

**Mail or deliver sealed bids to the following address by January 31, 2023 before 2:00 pm:**

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

Immediately after the deadline, bids will be publicly opened and read in the City Council Chambers. At the time of the bid opening, the successful Bidder must be legally entitled to perform contracts requiring a California C-61/D-49 (Limited Specialty/Tree Service) Contractor’s License.

**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 [ci.carmel.ca.us/bidinfo](http://ci.carmel.ca.us/bidinfo). 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 “**On-Call Tree Services, Invitation for Bids 22-23-003.**” 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 and Bid opening time.

**PRE-BID CONFERENCE**

A Non-Mandatory Pre-Bid Conference is scheduled for **2:00 pm on Tuesday, January 10, 2023** at Carmel City Hall Council Chambers on the east side of Monte Verde Street between Ocean and 7<sup>th</sup> Avenues in Carmel-by-the-Sea. This conference will allow Bidders to receive an overview of this Contract and ask questions.

**INQUIRIES**

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

All Questions shall be submitted to:	Sara Davis City Forester Email: forester@ci.carmel.ca.us
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To provide adequate response time prior to the bid opening, all questions regarding this Invitation for Bids must be submitted in writing to forester@ci.carmel.ca.us 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 ci.carmel.ca.us by the date and time listed on the cover sheet.

**No letters or correspondence will be sent notifying prospective Bidders of any modifications or clarifications to the Invitation for Bids. It is the Bidder's responsibility to review all Addenda posted to the City website and to acknowledge Addenda by dating and initialing Page 6 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 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 (<https://www.dir.ca.gov/OPRL/2022-1/PWD/Northern.html>), State of California, 455 Golden Gate Avenue, San Francisco, California (415-703-4774). Any Contractor awarded a public works Contract that uses a craft or classification not in the general prevailing wage determinations is required to pay the wage rate most closely related in the general determinations, effective at the time of the bid opening.

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

In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Carmel-by-the-Sea shall provide notice to the Department of Industrial Relations (DIR) of the award of any public works Contract subject to the requirements of Chapter 1 of the Labor Code, within five (5) days of the award, but in no event later than the first day in which a Contractor has workers employed upon the public work. The notice shall be transmitted electronically in a format specified by the DIR (see <https://www.dir.ca.gov/pwc100ext>) and shall include the name and registration number issued by the DIR pursuant to Section 1725.5 of the Contractor, the name and registration number issued by the DIR pursuant to Section 1725.5 of any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

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

**ON-CALL TREE SERVICES**

**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 path schedule tasks at once;
    - ii) Ability to start projects on the commencement dates set forth by the City and satisfactorily complete them within the City's stated time limits;
  - b) A satisfactory record of performance, including, but not limited to, any prior work performed by Bidder for the City or other agency;
  - c) Evidence of Bidder's ability to provide the required bonding and insurance capacity;
  - d) A satisfactory record of integrity, diligence, and professionalism in the specific Contract work;
  - e) The legal qualifications to Contract with the City; and
  - f) Supplied all information requested by the City in connection with the inquiry concerning responsibility.

2. **Information Pertaining to Responsibility:** The prospective Contractor shall supply any information requested by the City concerning the responsibility of such Contractor, including the qualifications and performance records of Contractor's employees and proposed subcontractors. If the prospective Contractor fails to supply the requested information, the City shall base the determination of responsibility in award of the Contract upon any available information, or may find the prospective Contractor non-responsible on the basis of its failure to provide the requested information to the City in a timely manner.
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, City Clerk’s Office shall notify the involved department(s).
  5. The applicable City department(s) will conduct an investigation, gather information, prepare documentation of its findings and make every effort to resolve the protest to the mutual satisfaction of all stakeholders. Whether or not the protest cannot be mutually resolved, the department(s) or City Clerk’s Office will notify the protest Bidder(s), in writing. The notice to the protester shall state the basis of Bidder’s protest(s), the results of the investigation, findings, recommendation(s) and reasons for the action taken and delivered to the protesting Bidder(s).
  6. Bid Protestors may appeal, in writing, to the City Administrator within five (5) business days of receipt of the written notification. The City Administrator shall have five (5) business days to make a decision which shall be final.
  7. Alternatively, Bid Protestors may attend the next City Council meeting to make a public comment. While the City Council may accept the public comments, no action will be taken by the City Council at said meeting.

**INTERPRETATION OF SPECIFICATIONS**

Should a Bidder be in doubt as to the true meaning of any item in the Specifications or should Bidder discover items containing discrepancies or omissions, the City Forester shall be immediately notified. All requests for interpretations must be submitted at least ninety-six (96) hours before bid opening by email to Sara Davis, City Forester, 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 ci.carmel.ca.us/bidinfo. 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 proposal. The City 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 Director of Public Works and his representatives reserve the right to make decisions on extending the bid period.

**DEFINITIONS**

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

- ADA: Americans with Disabilities Act of 1990, Titles II and III, revised September 15, 2013
- ANSI: American National Standard Institute
- ASCA: American Society of Consulting Arborists
- BMP: Best Management Practice
- BIDDER: Party submitting a bid for consideration by the City of Carmel-by-the-Sea
- CBC: California Building Code, latest edition
- CITY: 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 pursuant to this Contract

CQC:	The Contractor Quality Control is the Contractor's system to manage, control, and document Contractor, supplier, and subcontractor activities to comply with the Contract requirements.
COUNCIL OR CITY COUNCIL:	The City Council of the City of Carmel-by-the-Sea
CITY ENGINEER:	The term City Engineer refers to and indicates the Director of Public Works of the City of Carmel-by-the-Sea or his duly authorized representative
GENERAL PROVISIONS:	Part III of these Specifications.
ISA:	International Society of Arboriculture
NCCCO:	National Commission for the Certification of Crane Operators
OSHA:	Occupational Safety and Health Administration
PG&E:	Pacific Gas and Electric
QUALITY MANAGEMENT:	All control and assurance activities instituted to achieve the product quality established by the Contract requirements.
RCA:	Registered Consulting Arborist
SPECIAL PROVISIONS:	Part IV of these Specifications
SPECIFICATIONS:	This document, in its entirety
STANDARD SPECIFICATIONS:	Specifications entitled "State of California, Department of Transportation, Standard Specifications", latest publication
TCIA:	Tree Care Industry Association
TECHNICAL SPECIFICATIONS:	Included at the end of the Part IV of these Specifications
TRAQ:	Tree Risk Assessment Qualification
USA:	Underground Service Alert

**PART II: BID PROPOSAL**



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

SPECIFICATIONS FOR  
**On-Call Tree Maintenance Services**  
**Invitation for Bids 22-23-003**

**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 labor, materials, and equipment and do all the work required to complete said work in accordance with said Scope of Work and Specifications for per unit prices set forth in the following Bid Schedule.

BID APPROVAL:

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

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE

**BIDDING SCHEDULE**

**ON-CALL TREE MAINTENANCE SERVICES  
INVITATION FOR BIDS 22-23-003**

<b>Item #</b>	<b>Labor Classifications</b>	<b>Base Per Hour Labor Rate</b>	<b>Emergency and/or Weekend/Holiday Per Hour Labor Rate</b>
1	Certified Crane Operator (NCCCO)		
2	Certified Traffic Control Plan Designer		
3	Certified Utility Line Clearance Tree Trimmer		
4	Crew Leader, Foreman, or Lead Worker		
5	ISA Certified Arborist		
6	ISA Certified Arborist with TRAQ		
7	ISA Certified Tree Worker		
8	Laborer		
9	Licensed Pesticide Applicator (California)		
10	Registered Consulting Arborist (ASCA)		
11	Tree Worker		
	<b>Waste Disposal</b>	<b>Base Per Ton Rate</b>	<b>Emergency and/or Weekend/Holiday Per Ton Rate</b>
12	Waste Disposal Haul Away		
	<b>Equipment</b>	<b>Base Per Hour Equipment Rate</b>	<b>Emergency and/or Weekend/Holiday Per Hour Equipment Rate</b>
13	Aerial Lift Truck – 50 ft. or larger		
14	Brush Truck/Dump Truck		
15	Chipper		
16	Crane-100 foot or larger, 15 metric ton capacity minimum		
17	Log Loader		
18	Pickup Truck		
19	Stump Grinder		
20	Tub Grinder		
21	Water Truck with 100 gal. minimum		
<b>BID TOTALS OF ITEMS #1-21:</b>		(Basis of Award)	
<b>BID TOTALS WRITTEN IN WORDS:</b>			

Do not enter "N/A" or leave any Bid Item blank. If a Bid Item cost is included elsewhere, enter \$0.00. **If the Bidder does not have the specified labor classification on staff, the Bidder shall include the cost for that**

**labor classification as provided by a subcontractor. If the Bidder does not possess the specified equipment, the Bidder shall include the cost for that equipment as provided by a subcontractor or as a rental cost.**

**“Base Per Hour Labor Rate” refers to the fully burdened rates and includes all of the following costs:**

- a) Prevailing wage rates, employee benefits, memberships, certifications, transportation to/from jobsite, certified payroll records
- b) General company costs, overhead, profit, taxes, and markup for subcontractor labor if the Bidder cannot directly provide the labor listed
- c) Insurance, bonds, licenses, and encroachment permit (permit issued at no fee to Contractor)
- d) Administrative costs, attendance at meetings, notifications to adjacent property owners/residents, coordination with utility companies, site consultations, preparation of Task Orders, Quality Control plan, computers, cell phones, office supplies, incidentals
- e) Jobsite costs, portable toilet, temporary utilities, staging/storage areas, temporary fencing, USA Alert tickets, portable and power tools, safety gear, rigging, protection of public and private property, daily cleanup, protecting the site if necessary overnight
- f) Implementation of “Environmental/Pollution Prevention Requirements” of the Special Provisions, including compliance with all applicable storm water rules, regulations, ordinances, and statutes, utilizing BMPs, and clean up with proper disposal of any environmental pollutants
- g) Traffic Control in accordance with the Special Provisions, to maintain vehicular, bicycle, pedestrian, and worker safety during performance of the work, including Traffic Control plan preparation where required, establishing traffic detour(s), street closure notifications, traffic control device placement and maintenance, flagging, barriers, temporary access, removal of detours, and restoration.

**“Base Per Hour Equipment Rate” refers to fully-burdened rates and includes all of the following costs:**

- a) Equipment, mileage, fuel, depreciation, vehicle maintenance, insurance, safety inspections
- b) Markup for subcontracted or rented equipment if the Bidder does not possess the equipment listed
- c) Mileage to and from home office to project site, (and for dump truck to/from the landfill or other disposal areas)

**“Base Per Ton Rate” for Waste Disposal” refers to fully-burdened rates and includes all of the following costs:**

- a) Landfill tipping fees, and any markup
- b) Rates for the dump truck and driver (assumed Laborer, Lead Worker, or Tree Worker) are included with the corresponding labor and equipment classifications, not with the per ton rate.

**“Emergency and/or Weekend/Holiday (Per Hour Labor Rate, Per Ton Rate, and Per Hour Equipment Rates)” refers to the fully-burdened rates and includes all of the following costs:**

- a) All of the applicable costs listed above
- b) Labor, equipment, and waste disposal performed between the hours of 5:30 pm and 7:30 am with prior City authorization
- c) Work done on federal and City-recognized Holidays, with prior City authorization
- d) Work done on weekends (Saturdays, Sundays), with prior City authorization
- e) Emergency call backs, such as following a storm, for work not identified on an issued Task Order
- f) Any labor work performed during Emergency Labor Hours or during Weekend//Holiday Labor Hours shall be no less than one and one-half times the Per Hour Labor amount the Bidder submits for the respective Bid Item(s)

Rates in the Bid Schedule shall be in effect from the date the Contract is Awarded until June 30, 2023. Future years' rates shall equal the Bid Schedule rates increased per the Consumer Price Index, San Francisco Bay area and per required prevailing wages.

### **BASIS OF AWARD**

Award of Contracts, if any be made, shall be made to the Contractor(s) with the most responsive and responsible bid(s) with the lowest total Base Hourly Rates for Items 1-21 on the Bidding Schedule.

See Appendix A: Bid Forms for Submittal. No Bid Bond or Security is required with the Bid Proposal.

Upon execution of the Contract, subsequent Task Orders will be assigned to individual Contractors at the discretion of the City based on the Contractor availability, past performance, and estimated cost. Reference Part IV, Special Provisions, "Task Order Processing."

**BID CLARIFICATION**

Incomplete Bid Schedules will render the bid proposal as non-responsive.

Unit prices (fully-burdened hourly rates) shall be used for all Task Orders, storm water compliance, traffic control, and incidentals necessary for a complete job.

The foregoing quantities in the Bidding Schedule are given as a basis for comparison of bids, and the City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work or to omit portions of the work as may be deemed necessary.

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

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

**DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS**

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

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

\_\_\_\_\_ COUNTY, CALIFORNIA, ON \_\_\_\_\_, 2023.

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

**ACKNOWLEDGEMENT OF ADDENDA**

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

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

**EXAMPLE TREE MAINTENANCE / ON-CALL CONTRACTS**

Bidder shall list at least three (3) jobs of a similar nature completed by the Bidder within the past five (5) years. (Please include Reference Contact Information on the following page.)

<b>Date</b>	<b>Contract Amount</b>	<b>Organization/Client</b>	<b>Job Types</b>	<b>Project Location</b>

ON-CALL TREE SERVICES

**REFERENCES**

List at least three (3) organizations of similar size, scope, and cost where the same/similar services, as stated herein, have been provided. 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.

**ORGANIZATION/CLIENT**

Contact Person	Title		
Address	City	State	Zip
Phone Number	Email		

**ORGANIZATION/CLIENT**

Contact Person	Title		
Address	City	State	Zip
Phone Number	Email		

**ORGANIZATION/CLIENT**

Contact Person	Title		
Address	City	State	Zip
Phone Number	Email		



**SUBCONTRACTORS LIST**

The Bidder shall list below the name, location of the place of business, and 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 perform a portion of the work per the Specifications of this project, whose work is in excess of one-half (1/2) of one (1) percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

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

**CERTIFICATIONS OF KEY PERSONNEL**

Contractors must have an ISA certified arborist on staff. Bidders must complete the following table and provide copies of staff certifications, credentials, and/or memberships (ISA, ASCA, TCIA, NCCCO) with the Bid Proposal.

Employee (including Subcontractor's Employee)	Labor Classification	Certification Type and Number

**NONCOLLUSION DECLARATION**

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

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2023 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, 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 \_\_\_\_\_, 2023 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:  
(Contractor Name)

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

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

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

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

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

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

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

## **PART III: GENERAL PROVISIONS**

### **BIDDING**

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

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

#### **BID DOCUMENT COMPLETION**

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

The proposal shall be made upon the form provided therefore with all items filled out (Appendix A, page 2 of these Specifications). The completed forms 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 the most qualified and lowest responsive, responsible Bidders 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. Upon execution of the Contract, subsequent Task Orders will be assigned to individual Contractors at the discretion of the City based on the Contractor availability, past performance, and estimated cost. 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 of Carmel-by-the-Sea 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 subsequent Task Orders.

##### **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 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 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, to be issued as subsequent Task 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 non-emergency changes and extra work must be negotiated and approved by a written Change Order/Task Order before the work is performed.

### **CLEANUP**

All work sites shall be kept as clear of equipment, material and waste material as is practicable at all times. The City's representative shall make the determination that this requirement is being complied with.

If the City is required to provide cleanup of the work sites due to failure of the Contractor to so provide, the City shall charge the Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

Upon completion and before making an application for acceptance of the work, the Contractor shall clean the areas of work, and all ground occupied in connection with the work, of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition.

### **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.

All authorized alterations affecting the requirements and information given in the Specifications shall be in writing. No changes shall be made on any Plan or Specification after the same has been approved by the Director of Public Works or the City Forester.

In the event of discrepancy, written dimensions shall take precedence over scaled dimensions.

### **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 shall have 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, whose decision thereon shall be final.

### **SUBCONTRACTING**

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

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

Subcontractors engaged in the work will be considered as employees of the Contractor, and their work shall be subject to the same 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, email address) to the City. If the after-hours representative is different than the on-site representative, provide contact information for both.

The Contractor shall be constantly on the work during its progress or shall be represented by a foreman who is competent to receive and carry out instructions which may be given by the proper authorities, and the Contractor shall be held liable for the faithful observance of any lawful instructions of the City Forester not 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, trees, 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 existing facilities which were 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 unit 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 the Special Provisions.

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

All work which is 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 his obligations to fulfill the Contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked or approved by the City Forester and estimated for payment.

Upon failure on the part of the Contractor to comply without delay 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. The cost of removing, replacing, or repairing said defective or unauthorized work may be deducted from any monies due and owing the Contractor until the Contractor remedies, removes, replaces, or repairs defective work.

Until the formal acceptance of the work by the City, 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.

At all times during contracted tree service activities, the firm shall have work crews on site that are represented by a foreman or supervisor who can receive and carry out instructions given by designated City Representatives in English.

#### **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 a City representative 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 removed from the project and not again employed upon the work.



## **CONTROL OF MATERIALS**

### **GENERAL**

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

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

All materials not conforming to the requirements of the 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 City Forester.

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

For convenience in designation in 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 its 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 who shall be the sole judge as to the quality and suitability of alternative articles or materials and that decision shall be final.

### **MATERIAL SOURCE**

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.

City water is available at the Del Mar Parking Lot, and is provided at no charge for purposes related to the Work.

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

### **LAWS**

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

All work shall comply with all governing laws, regulations, and ordinances of the City, 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. 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:

A Contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every Contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.

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

### **LABOR CODE**

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any Contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. Notice of this requirement shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the Contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

An inadvertent error in listing a subcontractor that is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any one of the provisions 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, 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), 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 all Subcontractors 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 as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the DIR for the work or craft in which the worker is employed for any public work (City) 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 the penalty shall be determined by the Labor Commissioner and shall be based on the following considerations

- (i) Whether the failure of the Contractor or subcontractor to pay the correct rate of per diem wages was a

good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or subcontractor.

- (ii) Whether the Contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

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. This section must be complied with.

If a worker employed by a subcontractor on a Public Works 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 project shall include a copy of the provisions of this section and Sections 1771, 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 his or her workers specified prevailing rate of wages, 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 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 his or her employees on the Public Works 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 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 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 project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the City. These moneys shall be retained by the City pending the final decision of an enforcement action.

Pursuant to the requirements in Section 1773 of the Labor Code, the City has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality

in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. The holidays upon which those rates shall be paid need not be specified by the awarding body, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

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

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

In lieu of specifying the rate of wages in the call for bids, and in the bid Specifications and in the Contract itself, the awarding body may, in the call for bids, bid Specifications, and Contract, include a statement that copies of the prevailing rate of per diem wages are on file at its principal office, which shall be made available to any interested party on request. The awarding body shall also cause a copy of the determination of the director of the prevailing rate of per diem wages to be posted at each job site.

#### **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 there under, the Contractor and each subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of Work on the Contract. Responsibility for compliance with this section lies with the Contractor. It is State and City policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

#### **WORKING HOURS**

Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars (\$25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker employed in the execution of the Contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours

worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

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

The Contractor shall conform to all local, state and federal rules and regulations pertaining to safety, including compliance with ANSI 2133. 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**

Contractor is to notify the City Forester of the start date and schedule at least one (1) calendar day prior to the planned start of work unless otherwise noted in the issued Task Orders (Appendix C).

The Contractor shall conduct his operations as to cause the least possible inconvenience to public traffic, including bicycles and pedestrians. The Contractor shall provide traffic control devices and 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 Director, or designee, shall determine the adequacy of said devices and, in cases of dispute, their 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.

#### **WORKERS' COMPENSATION**

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

#### **RIGHT OF PROPERTY**

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

#### **PATENTS**

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

#### **INCREASED FORCE**

In case of emergency involving danger to life or property, continuous work with increased force may be required by the Director of Public Works.

#### **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 take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said Contract, and hire such force and buy or rent such additional machinery and appliances, tools, and equipment and buy or rent such additional materials and supplies at the Contractor's expense as may be necessary for the proper completion of the work; or may employ other parties to carry the Contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for in such manner as the City may deem proper; or the City may annul and cancel the Contract and re-let the work or any part thereof.

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

In the determination of the question whether there has been any such noncompliance with the Contract as to warrant the suspension or annulment thereof, the decision of the City Administrator 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's 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 AND STAGING AREA**

Rights-of-way or easements for the work will be provided by the City. The Contractor shall make his own

arrangements and pay all expenses for additional areas, including a staging 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 be granted extra time by the City for the completion of his Contract for the period caused by such delay but shall have no damages against the City, 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.

### **PROGRESS PAYMENTS**

The Contractor shall, once each month, make an estimate in writing of the total amount of work done to the time of such estimate and the value thereof, and request payment for that work.

Upon approval of the progress payment request, the City Forester shall cause to be paid to the Contractor the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be withheld or retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the City Forester, the work is not proceeding in accordance with the provisions of the Contract, or when in the judgment of the City Forester, the total value of the work done since the last estimate amounts to less than one thousand dollars (\$1,000.00).

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

### **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 City is soliciting bids from qualified, C-61/D-49 limited specialty licensed tree Contractors for On-Call Tree Maintenance Services to perform all aspects of urban forestry. The work, in general, consists of maintenance of trees within the public right-of-way, as well as trees on City properties, that are scheduled for standard, priority, and emergency maintenance services. Tree maintenance work may include, but is not limited to: tree planting, staking, watering, pruning, chipping, removal and stump grinding. The selected firm(s) must also be available to respond to the City's emergency tree issues, as well as provide consulting arborist services.

### **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 these Specifications. In case of conflict between the **Standard Specifications** and these **Special Provisions**, the order of precedence shall be as follows:

**Special Provisions**, including **Supplemental Special Provisions**, if any, shall take precedence over **Standard Specifications**. These **Special Provisions** shall also take precedence over conflicting portions of the "General Provisions, Part III" of these project Specifications.

### **CONTRACT BONDS**

The Contractor, at the time of signing and executing the Contract, shall execute and file with the City a **Performance Bond** to the satisfaction and approval of said City, in a sum of 100% of the annual Contract value, conditional upon the faithful performance of the Contract. For additional information, see Guarantees elsewhere in these Specifications.

The Contractor, at the time of signing and executing any Contract in excess of twenty-five thousand dollars (\$25,000), shall execute and file with the City a **Payment Bond** (labor and materials bond) to the satisfaction and approval of said City, in a sum of 100% of the annual Contract value in accordance with Public Contract Code §9550 et seq.

Please refer to Appendix B: Sample Contract, Performance Bond, and Payment Bond forms.

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

Notwithstanding the above, the Contractor may substitute adequate securities for any bond called for under the provisions of these Specifications as set forth in Public Contracts Code Section 22300.

Alternate security substitutions shall be submitted to the City no later than ten (10) calendar days after written notice that a Contract has been awarded to the Contractor to allow processing and escrow agreement for in lieu security.

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

### **TIME LIMITS**

The Contractor shall submit the Contract with his 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 him.



A Notice to Proceed for this Contract will be issued upon receipt of the foregoing documents and execution of the Contract by the City. The Contractor shall be ready to commence work within ten (10) calendar days after the effective date of said Notice to Proceed.

The annual Contract term, and remaining balance of Contract Value, if any, will expire on June 30 each year, at which time a Change Order will be processed for the next Fiscal Year with a new Contract Value to be determined by the City Council.

### **LICENSES AND PERMITS**

Prior to the execution of any contractual agreements, the successful Contractor shall obtain at Contractor's expense a City of Carmel-by-the-Sea Business License. In addition, the Contractor shall be required to obtain and hold a Public Works Encroachment Permit from the City of Carmel Community Planning and Building Department. Contractor shall provide a copy of the approved permit(s) to the Public Works Department no later than three (3) calendar days prior to the start of work. City permit application fee(s) shall be waived. See also subsection "Certifications of Key Personnel" in Part II: Bid Proposal.

### **SITE INSPECTION**

It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done prior to submitting the Task Order form to the City.

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.

### **SUBMITTALS**

The review of submittals and approval thereof by the City does not relieve the Contractor from compliance with the requirements and intentions of the Specifications to which the submittals pertain. It is recommended that the Contractor submits all required submittals as soon as possible at the start of the project.

#### **Submittal Format:**

1. Contractor shall submit individually bound copies of all submittals and revised submittals to the City's City Forester. A minimum of two (2) copies shall be submitted. Submittal submission may be done in PDF form via email.
2. All submittals shall have a cover sheet containing the following:
  - a. Submittal date, submittal number and submittal revision number (as applicable)
  - b. City Project Name
3. Each submittal item shall clearly identify the specification section(s) and paragraph(s) for which the submittal item pertains to.
4. The City and its Design Professionals will endeavor to return complete and proper submittals within five (5) working days. However, the Contractor is not guaranteed a specific review time period. If Contractor requests a quick submittal turnaround of specific submittal item(s), Contractor must indicate which submittal item(s) require a quick turnaround by attaching a memo to the submittal indicating such and the requested turnaround period. The City shall make every effort to meet the requested review period. Incomplete and/or inaccurate submittals may take additional time for

review.

5. Contractor shall place orders for all materials or equipment in time to prevent any delays to the work schedule or project completion. If any materials or equipment are not ordered in a timely fashion, any additional charges made by equipment manufacturers and/or suppliers to complete the manufacturer and/or delivery in time to meet the work schedule or project completion, together with any special handling charges, shall be borne by the Contractor.

#### **Submittal Content and Product Data:**

1. Contractor shall review all submittals, including submittals by Subcontractors, prior to submission to the City.
2. Submittals shall contain all required information such as shop drawings, product data, samples, etc.
3. Each submittal item shall be identified by manufacturer, brand name, trade name, model number, size, rating and additional information as is necessary to properly identify and verify the materials and equipment. The phrase "as specified" is not sufficient.
4. Where possible, submittal information shall be limited to the specific item being submitted. In the event multiple materials or equipment are described in one submittal, Contractor shall clearly identify the pertinent information being submitted on.
5. Accessories, controls, finish, etc. not required to be submitted or identified with the submittal shall be furnished and installed as specified.

#### **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 shall obtain release from private property owner upon repair or restoration of damaged improvements.

#### **QUALITY CONTROL**

##### **Contractor Responsibility**

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

##### **Quality Control Plan Implementation**

1. **Pre-Work Conference.** During the pre-work conference, a mutual understanding of the CQC system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's management with the City's inspections. Minutes of the conference shall be prepared by the City. The minutes shall become a part of the Contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understandings.
2. **Daily Reports:** The Contractor shall provide copies of daily reports which describe the work performed, weather conditions, personnel and equipment on site, and quality control activities performed. The Contractor will not be paid for work prior to City Forester reviewing and accepting daily reports for the period of time payment is requested.

3. **Acceptance of Plan.** Acceptance of the Contractor's plan is required prior to the start of work. Acceptance is conditional and will be predicated on satisfactory performance during the work. The City Forester reserves the right to require the Contractor to make changes in the CQC plan and operations as necessary to obtain the quality specified.

### **GUARANTEE**

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

### **REGULATIONS**

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

1. Americans with Disabilities Act (ADA) accessibility and employment standards. In the event of conflicting federal and state standards, the standard that provides greater access will take precedence.
2. California Building Code, latest edition as adopted by the City of Carmel-by-the-Sea
3. California Electrical Code, latest edition as adopted by the City of Carmel-by-the-Sea
4. California Mechanical Code, latest edition as adopted by the City of Carmel-by-the-Sea
5. California Plumbing Code, latest edition as adopted by the City of Carmel-by-the-Sea
6. California Green Building Standards Code, latest edition as adopted by the City Carmel-by-the-Sea
7. California Historic Building Code, latest edition as adopted by the City of Carmel-by-the-Sea
8. California Occupational Safety and Health Administrative Code, latest edition
9. California Government Code Section 4216, Protection of Underground Infrastructure
10. National Fire Protection Association NFPA 1 Fire Code, latest edition
11. National Fire Protection Association NFPA 13, 13R, 13D Fire Sprinklers Code, latest edition
12. National Fire Protection Association NFPA 72 Fire Alarm Systems Code, latest edition
13. California Labor Code
14. Federal Water Pollution Control Act (Clean Water Act), and,
15. Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.).

### **PUBLIC SAFETY AND PROTECTION OF THE WORK**

The Contractor shall furnish, erect and maintain such fences, barricades, guards, lights and other devices as are necessary to prevent accidents and avoid damage to the work area or injury to the public. No separate payment shall be made for such work. If in the opinion of the City Forester, adequate barricades

or warning devices are not being properly maintained by the Contractor, the City may furnish and erect same and charge the Contractor therefore. Attention is directed to Sections 7-1.03 "Public Convenience" and 7-1.04, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.

### **INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City of Carmel-by-the-Sea, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property], demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs, and expenses (including, without limitation, reasonable attorneys' fees as determined by the Court, 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 subcontractors, if any) conducted under this Contract or arising out of the failure on Contractor's part to perform their obligations under this Contract. 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 Contract 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 two million dollars, (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** ISO Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation insurance** as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability Insurance** for professional arborist consulting services, with limits of not less than one million dollars (\$1,000,000) per occurrence or claim and two million dollars (\$2,000,000) in the aggregate. Consultant will have a policy for professional liability coverage that provides coverage on an

occurrence basis or obtain extended reporting (tail) coverage (with the same liability limits) for at least three (3) years following the City's acceptance of the work.

5. **Surety Bonds** as described above in the CONTRACT BONDS subsection.

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

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the City. 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 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 prior written notice to the City of at least 30 days of cancellation.

**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. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

**Waiver of Subrogation**

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City 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 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**

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**

**Applies to ALL Contractor Claims for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts**

1. In accordance with Section 9204 of the California Public Contract Code, this Section applies to any claim by the 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.

2. 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.
3. 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.
4. 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.

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

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

7. 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 in Section Q above which applies to all construction claims for: a) a time extension; b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this Contract which is not otherwise expressly provided for or the Contractor is not otherwise entitled; and c) payment of an amount that is disputed by the City, the following provisions shall also apply to said construction claims of three hundred seventy-five thousand dollars (\$375,000) or less.

2. If, following the meet and confer conference set forth in Section Q.4.a. above, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Contractor submits its written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

3. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

- a. Responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- 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 Title 4 commencing with Section 2016.010) 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. Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and



arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

- d. In addition to Chapter 2.5 (commencing with Section 1141.10 of Title 3 of Part 3 of the Code of Civil Procedure any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgement shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
- e. 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.
- f. 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.

A list of personnel and equipment the Contractor proposes to use on the project and 24/7 after-hours emergency contacts shall be submitted to the City prior to or during the conference.

### **TASK ORDER PROCESSING**

Task Orders, prepared and assigned by the City to the Contractor, shall be thoroughly completed and returned to the City within seven (7) 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 of issued Task Orders 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.

The Contractor shall provide copies of daily reports which describe the work performed, weather conditions, personnel and equipment on site, and quality control activities performed. The Contractor will not be paid for work prior to City Forester reviewing and accepting daily reports for the period of time payment is requested.

### **LIQUIDATED DAMAGES**

It is agreed by the parties to the Contract that in case all the work called for under a Task Order is not completed before or upon the expiration of the time limit as set forth in the Task Order, damage will be sustained by the City, and that it 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. It is therefore agreed that the Contractor will pay to the City the sum of fifty dollars (\$50) for each and every calendar day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided. In case the same are not paid, it is agreed 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.

The Contractor shall not be assessed with liquidated damages due to any delay in the completion of the work caused by Acts of God or of the public enemy, fire, floods, earthquakes, epidemics, quarantine

restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within five (5) 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 his 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.
2. Traffic control shall conform to the provisions of Section 12, "Temporary Traffic Control" of the Standard Specifications and the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) as adopted by Caltrans.
3. For work not located on residential streets, a Traffic Control Plan (TCP) shall be submitted to the Director of Public Works 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. For work not located on residential streets, a Traffic Control Plan (TCP) is required. 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 8:00am – 5:00pm Monday-Friday, and 8:00am to 5:30pm on Saturdays.
  - c. Any night work will require prior written approval from the City Forester.
  - 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. When requested by the City, a flashing arrow board will be required on arterial lane closures.
7. Site- specific Traffic Control Plans required by the Director of Public Works shall be paid for by the rate of the Certified Traffic Control Plan Designer. Generic Traffic Control Plans are included in the fully burdened hourly rates in the Bid Schedule.
8. 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.
9. Contractor shall provide all labor and facilities required for safe and expeditious handling of traffic during the course of construction. 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.
10. 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 City Forester for the proper execution of the work.
11. 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 properly dispose of all structures, debris, landscaping, or other obstructions of any character within the work area as called for in the Specifications, and as required by the City Forester.

If archeological items or hazardous wastes are discovered during construction operations, the Contractor

shall cease operations in those areas and immediately notify the Environmental Compliance Manager.

The Contractor shall remove and dispose of all materials designated for removal by the Specifications and as required by the City Forester for the proper completion of the work. Payment for hauling away debris and waste disposal fees shall be based on actual tonnage at the rate included in the Bid Schedule. See Tree Protection Requirements elsewhere in these Special Provisions.

### **UNDERGROUND UTILITIES**

Contractor shall locate all underground obstructions and utilities, (electric, gas, sewage and water lines, cable, fiber, etc.). Prior to any grinding or 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 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 grinding or trenching operations forty-eight (48) hours in advance to enable the utility companies to take any action they deem appropriate.

### **UTILITY COMPANY COORDINATION**

Some trees in the City may have utility company lines attached to them. Contractor shall coordinate activities with the utility companies as required and shall adjust the project 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**

Contractor may provide and maintain his/her own portable sanitary facilities on-site, for the duration of the work. Coordinate location(s) with the City Forester. Existing City-owned sanitary facilities may be used.

### **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 and his or her representatives shall at all times have access to the work areas, and shall be furnished with reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials used and employed in the work.

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

### **ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS**

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

*"No person shall discharge or cause to be discharged into the municipal storm drain system or*

*watercourses any materials, including pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water...”*

Contractor shall comply with all water quality regulations in Carmel-by-the-Sea Municipal Code Chapters 17.42 Stormwater Quality and Utility and 17.43 Water Quality Protection Ordinance, as well as 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.

#### **EROSION AND SEDIMENT CONTROL PLAN**

Detailed design and implementation guidance for construction BMPs can be found through the California Storm Water Quality Association's *Construction BMP Handbook Portal*, *Caltrans Storm Water Quality Manuals and Handbooks*, and the *Construction BMP Handbook* of the Monterey Regional Storm Water Management Program available at <http://montereysea.org/best-management-practices>.

#### **BEST MANAGEMENT PRACTICES OF STORMWATER**

BMPs shall be in place and implemented, as appropriate, prior to commencing vegetation removal. The Contractor shall implement and maintain BMPs throughout the term of the Contract to prevent discharges of pollutants, including soil and trash, to the street, storm drain system, and local waterways.

**Activities to be performed by Contractor include, but are not limited to:**

- At all times, Contractor shall maintain the vegetation (if any), implement erosion and sediment control measures, and provide other protective BMP measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness of BMPs.
- Contractor shall inspect the following areas at least once every seven (7) calendar days, unless otherwise necessary based on current weather conditions or as directed by the Environmental Compliance Manager, and always within 24 hours prior to and after any storm:
  - Inlet protections and perimeter controls;
  - Vehicle parking and storage areas;
  - Disturbed areas of the work site;
  - Runoff discharge locations;
  - Areas that have not received final stabilization;
  - Areas used for storage of materials that are exposed to wind or rain;
  - Equipment and staging areas that are exposed to wind or rain; and,
  - All waste storage areas.

All site BMPs shall be implemented at the appropriate level for the activity at hand. Deficiencies observed during inspections shall be noted and rectified before the end of the workday. Site storm water management and control measures shall be implemented year- round regardless of season.

#### **POLLUTION PREVENTION EXPECTED OUTCOMES**

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

- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, trash, chemicals, debris and fluids, and waste of any kind;
- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such a spill occurs that may threaten local water quality, Contractor must call 911 immediately and notify the City Forester.

- Site disturbance shall be kept to that portion necessary for project work only, and perimeter controls be implemented at all times;
- No deposit of mud, soil, sediment, trash, chemicals, vegetation clippings or other similar waste shall occur on or into public rights of way, the City's storm water system, or local waterways. Any such discharge shall be cleaned-up promptly;
- All hard-surfaced areas are to be swept regularly and maintained free of dirt, debris, and vegetation clippings.

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

### **TREE PROTECTION REQUIREMENTS**

According to the Carmel-by-the-Sea Municipal Code Section 12.28.340, for the purpose of safeguarding trees during construction, demolition or tree removal, the following conditions shall apply to all trees other than trees for which a removal Task Order has been issued:

- A. Damage to any other tree be immediately reported by Contractor to the City Forester, and the Contractor shall treat the tree for damage in the manner specified by the City Forester.
- B. Wherever cuts are made in the ground near the roots of trees, appropriate measures shall be taken to prevent exposed soil from drying out and causing damage to tree roots.

### **SUPPLEMENTAL SPECIAL PROVISIONS**

- A. The Contractor shall furnish all labor, materials, tools, and equipment necessary to safely perform the work assigned. This equipment may include, but is not limited to, dump trucks, wood chippers, aerial lifts, traffic control device, chainsaws, stump grinders, log loader, water truck, personal safety gear, etc.
- B. Contractor must maintain daily records, including various maintenance activities, hours during which activities are performed, location of work, employees presents at job sites, activities employees performed, materials and equipment used.
- C. The City will provide a representative to meet with the Contractor regularly on site to inspect Contractor's performance and conformance of Contract requirements. The Contractor will provide

competent and trained professionals with extensive knowledge of their trade. It is solely the responsibility of the Contractor to provide training for their employees, and all personal protective equipment to safely perform the duties of the projects.

D. Contractor shall be responsible for removal of all debris from each jobsite in a legal and appropriate manner on a daily basis. All job sites need to be cleaned of all hazards and equipment, unless approval has been given from the City to store equipment at the job site, before the end of each business day.

E. All employees must be professional and courteous to citizens and visitors of the City at all times.

F. The Contractor shall perform work during regular business hours, which are between the hours of 8:00 am and 5:00 pm, Monday through Friday. Emergency work shall occur as necessary and may be required outside of normal business hours. Any work performed during Emergency Hours, or during Weekends or Holidays, shall be paid at the rates included in the Bid Schedule for the respective work.

G. Contractor shall be available twenty-four (24) hours a day, 7 day a week for emergency response. For emergency call back work, Contractor shall provide and maintain an updated list of a minimum of two (2), twenty-four (24) hour emergency contact phone numbers. All requests to these phone numbers must be replied to within one (1) hour of initial phone call, and crews must be dispatched within two (2) hours from initial contact by the City if so required by the City.

H. All work must be done safely and in accordance with the American National Standard Institute for Arboriculture Tree Care Operation ANSI Z133.1-2006.

I. The Contractor must keep all equipment in good working order and shall maintain and operate such equipment in full compliance with OSHA regulations, ANSI Z133 standards, and State of California Department of Transportation (Caltrans) requirements.

J. All tree work performed by the Contractor shall be conducted in a professional manner consistent with the American National Standards Institute ANSI A300.

K. All work performed, methods, and equipment used shall be in conformance with the State and Federal Occupational Safety and Health Act (OSHA). Costs from delays and losses for operations, not in conformance to these acts, specifications, or stoppages by OSHA inspectors or the designated representative, as a result of non-conformance, shall be solely borne by the Contractor.

L. The Contractor shall be responsible for notifying, in writing, at least twenty-four (24) hours before beginning of the work day, the Police, Public Works, and Fire Departments, and local residents if streets are to be temporarily closed. In addition, the waste hauler (Green Waste) and the bus service (Monterey-Salinas Transit) must also be notified at least 24 hours in advance if routes are to be disrupted.

M. The Contractor shall be responsible for notifying and coordinating work with PG&E, telephone, cable television, fiber optic providers, and all other utilities that may be affected by the work. The Contractor shall be responsible for ensuring that Underground Service Alert marks underground utility locations prior to starting any work below grade. Any damage that may occur as a result of Contractor's work is the responsibility of the Contractor

N. The Contractor shall notify all residents in the area if any utilities will be interrupted at least twenty-four (24) hours prior to the interruption of service.

O. The Contractor will clearly post the name of business on all company vehicles.

#### **REQUIRED QUALIFICATIONS**

Contractors submitting bids must hold a C-61/D-49 (Limited Specialty/Tree Service) Contractor's License at time of bidding. License must be in good standing.

Bidder must submit, with the Bid Proposal, copies of certifications for staff members and/or subcontractor employee for all certified labor classifications included in the Bid Schedule. These certifications may include: ISA, ASCA, TCIA, and NCCCO.

The Contractor's personnel must be qualified and trained in the tree care industry. At all times during contracted tree service activities, the Contractor shall have work crews on site that are represented by a foreman or supervisor who can receive and carry out instructions given by designated City Representatives in English.

The Contractor shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict with the awarded Contract, which may be delivered to said party or representative at the work site.

### **TECHNICAL SPECIFICATIONS**

#### **A. Planting Specifications:**

All plantings shall be in accordance with ANSI A300, Part 6, Best Management Practices.

#### **B. Pruning Specifications:**

All tree services shall adhere to the most recently-adopted ANSI Best Management Practices for tree care operations to include ANSI A300 parts 1 through 9.

All cuts shall be made in accordance with the ANSI A300 Part 1 BMPs. All work shall be performed under the supervision of a credentialed arborist.

#### **C. Grinding Tree Stump Specifications:**

1. Entire stumps and major roots will be routed to a depth, from existing grade, specified in the Task Order.
2. Contractor is responsible for removing all excess debris created by routing process.

#### **D. ANSI Documents:**

1. By signing and submitting this Contract, Contractors are affirming they have the most current copy of all applicable ANSI literature.
2. Copies of the above-mentioned documents are available at the Public Works Department, located in the east side of Junipero Street between Fourth and Fifth Avenues.

#### **E. Safety Specifications:**

The Contractor must understand and abide by ANSI Z133 standards and all other safety regulations enacted by OSHA and PG&E. Contractor personnel shall wear proper PPE as required by law. Anytime a worker is aloft, at least one other worker on the job site shall be trained in aerial rescue.

The Contractor will be solely responsible for providing all safety equipment necessary to accomplish the work in a safe manner. The Contractor shall be responsible for providing safe public passage of the area of work, including for pedestrians. Flagmen will be used for the direction of traffic and establishing temporary traffic detours approved by the City and meeting OSHA Standards for public safety when operating in public rights-of-ways. Traffic Control Plans shall be submitted in accordance with Part III: General Provisions, Traffic Control. Contractor shall provide all competent flagmen, signs, lights, barricades, barrier rails, fences, and/or other traffic control measures needed to adequately warn, guide and protect the public.

Under no circumstances will the Contractor or its employees be permitted to work within ten (10) feet of energized high voltage lines or two (2) feet of energized secondary (low voltage) transmission lines unless they are line clearance qualified. All persons, tools, and equipment must maintain these minimum clearances while conducting work in accordance with ANSI Z133.

If there is a question regarding the voltage transmitted via any energized lines, it is the Contractor's responsibility to contact PG&E before working on any tree.



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





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

SPECIFICATIONS FOR  
**On-Call Tree Maintenance Services**  
**Invitation for Bids 22-23-003**

**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 labor, materials, and equipment and do all the work required to complete said work in accordance with said Scope of Work and Specifications for per unit prices set forth in the following Bid Schedule.

BID APPROVAL:

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

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE

**BIDDING SCHEDULE****ON-CALL TREE MAINTENANCE SERVICES****INVITATION FOR BIDS 22-23-003**

<b>Item #</b>	<b>Labor Classifications</b>	<b>Base Per Hour Labor Rate</b>	<b>Emergency and/or Weekend/Holiday Per Hour Labor Rate</b>
1	Certified Crane Operator (NCCCO)		
2	Certified Traffic Control Plan Designer		
3	Certified Utility Line Clearance Tree Trimmer		
4	Crew Leader, Foreman, or Lead Worker		
5	ISA Certified Arborist		
6	ISA Certified Arborist with TRAQ		
7	ISA Certified Tree Worker		
8	Laborer		
9	Licensed Pesticide Applicator (California)		
10	Registered Consulting Arborist (ASCA)		
11	Tree Worker		
	<b>Waste Disposal</b>	<b>Base Per Ton Rate</b>	<b>Emergency and/or Weekend/Holiday Per Ton Rate</b>
12	Waste Disposal Haul Away		
	<b>Equipment</b>	<b>Base Per Hour Equipment Rate</b>	<b>Emergency and/or Weekend/Holiday Per Hour Equipment Rate</b>
13	Aerial Lift Truck – 50 ft. or larger		
14	Brush Truck/Dump Truck		
15	Chipper		
16	Crane-100 foot or larger, 15 metric ton capacity minimum		
17	Log Loader		
18	Pickup Truck		
19	Stump Grinder		
20	Tub Grinder		
21	Water Truck with 100 gal. minimum		
<b>BID TOTALS OF ITEMS #1-21:</b>		(Basis of Award)	
<b>BID TOTALS WRITTEN IN WORDS:</b>			

Do not enter "N/A" or leave any Bid Item blank. If a Bid Item cost is included elsewhere, enter \$0.00. **If the Bidder does not have the specified labor classification on staff, the Bidder shall include the cost for that**

**labor classification as provided by a subcontractor. If the Bidder does not possess the specified equipment, the Bidder shall include the cost for that equipment as provided by a subcontractor or as a rental cost.**

**“Base Per Hour Labor Rate” refers to the fully burdened rates and includes all of the following costs:**

- h) Prevailing wage rates, employee benefits, memberships, certifications, transportation to/from jobsite, certified payroll records
- i) General company costs, overhead, profit, taxes, and markup for subcontractor labor if the Bidder cannot directly provide the labor listed
- j) Insurance, bonds, licenses, and encroachment permit (permit issued at no fee to Contractor)
- k) Administrative costs, attendance at meetings, notifications to adjacent property owners/residents, coordination with utility companies, site consultations, preparation of Task Orders, Quality Control plan, computers, cell phones, office supplies, incidentals
- l) Jobsite costs, portable toilet, temporary utilities, staging/storage areas, temporary fencing, USA Alert tickets, portable and power tools, safety gear, rigging, protection of public and private property, daily cleanup, protecting the site if necessary overnight
- m) Implementation of “Environmental/Pollution Prevention Requirements” of the Special Provisions, including compliance with all applicable storm water rules, regulations, ordinances, and statutes, utilizing BMPs, and clean up with proper disposal of any environmental pollutants
- n) Traffic Control in accordance with the Special Provisions, to maintain vehicular, bicycle, pedestrian, and worker safety during performance of the work, including Traffic Control plan preparation where required, establishing traffic detour(s), street closure notifications, traffic control device placement and maintenance, flagging, barriers, temporary access, removal of detours, and restoration.

**“Base Per Hour Equipment Rate” refers to fully-burdened rates and includes all of the following costs:**

- d) Equipment, mileage, fuel, depreciation, vehicle maintenance, insurance, safety inspections
- e) Markup for subcontracted or rented equipment if the Bidder does not possess the equipment listed
- f) Mileage to and from home office to project site, (and for dump truck to/from the landfill or other disposal areas)

**“Base Per Ton Rate” for Waste Disposal” refers to fully-burdened rates and includes all of the following costs:**

- c) Landfill tipping fees, and any markup
- d) Rates for the dump truck and driver (assumed Laborer, Lead Worker, or Tree Worker) are included with the corresponding labor and equipment classifications, not with the per ton rate.

**“Emergency and/or Weekend/Holiday (Per Hour Labor Rate, Per Ton Rate, and Per Hour Equipment Rates)” refers to the fully-burdened rates and includes all of the following costs:**

- g) All of the applicable costs listed above
- h) Labor, equipment, and waste disposal performed between the hours of 5:30 pm and 7:30 am with prior City authorization
- i) Work done on federal and City-recognized Holidays, with prior City authorization
- j) Work done on weekends (Saturdays, Sundays), with prior City authorization
- k) Emergency call backs, such as following a storm, for work not identified on an issued Task Order
- l) Any labor work performed during Emergency Labor Hours or during Weekend//Holiday Labor Hours shall be no less than one and one-half times the Per Hour Labor amount the Bidder submits for the respective Bid Item(s)

Rates in the Bid Schedule shall be in effect from the date the Contract is Awarded until June 30, 2023. Future years' rates shall equal the Bid Schedule rates increased per the Consumer Price Index, San Francisco Bay area and per required prevailing wages.

**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 \_\_\_\_\_, 2023.

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

**ACKNOWLEDGEMENT OF ADDENDA**

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

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

**EXAMPLE TREE MAINTENANCE / ON-CALL CONTRACTS**

Bidder shall list at least three (3) jobs of a similar nature completed by Bidder's organization within the past five (5) years. (Please include Reference Contact Information on the following page.)

<b>Date</b>	<b>Contract Amount</b>	<b>Organization / Client</b>	<b>Job Types</b>	<b>Project Location</b>

ON-CALL TREE SERVICES

**REFERENCES**

List at least three (3) organizations of similar size, scope, and cost where the same/similar services, as stated herein, have been provided. 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.

**ORGANIZATION/CLIENT**

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Contact Person	Title		
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Address	City	State	Zip
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Phone Number	Email		
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**ORGANIZATION/CLIENT**

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Contact Person	Title		
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Address	City	State	Zip
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Phone Number	Email		
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**ORGANIZATION/CLIENT**

---

Contact Person	Title		
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Address	City	State	Zip
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Phone Number	Email		
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**SUBCONTRACTORS LIST**

The Bidder shall list below the name, location of the place of business, and 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 per the Specifications of this project, whose work is in excess of one-half (1/2) of one (1) percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

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

**CERTIFICATIONS OF KEY PERSONNEL**

Contractors must have an ISA certified arborist on staff. Bidders must complete the following table and provide copies of staff certifications, credentials, and/or memberships (ISA, ASCA, TCIA, NCCCO) with the Bid Proposal.

Employee (or Subcontractor)	Labor Classification	Certification Type and Number

**NONCOLLUSION DECLARATION**

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

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2023 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 \_\_\_\_\_, 2023 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:  
(Contractor Name)

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

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

e. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

f. 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)

**(THIS PAGE IS INTENTIONALLY LEFT BLANK)**

**APPENDIX B:**

**SAMPLE CONTRACT,**  
**PERFORMANCE BOND,**  
**AND PAYMENT BOND**

**SAMPLE CONTRACT**

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

**Contractor name  
Project Service  
Contract #**

THIS AGREEMENT FOR TREE SERVICES is made and effective as of \_\_\_\_\_, 2023, 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 upon full execution of this Contract and shall remain and continue in effect until all tasks and warranty period as described herein are completed 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 "A." Exhibit "A" includes Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by Contractor.

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 Contractor's 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 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. 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 the Contract Documents. To insure performance, the Contractor must provide Faithful Performance and Labor and Material Bonds in favor of City, each in the amount of fifty percent (50%) 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 shall represent City in all matters pertaining to the administration of this Agreement. However, neither the Public Works Director nor the City Forester shall 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.

#### 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 Bid Schedule attached hereto and incorporated herein by this reference as though set forth in full. This amount shall not exceed \_\_\_\_\_ which sum shall include all costs for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

#### 6. INSPECTION

City shall at all times have the right to inspect the work and materials supplied by Contractor. Contractor shall furnish all reasonable aid and assistance required by City for the proper examination of the work, materials and parts thereof. Such inspection shall not relieve Contractor from any obligation to perform said work 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 at Contractor's office; 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 Exhibit "A" without the written consent of the Contractor.

(b) Indemnification for Other Than Professional Liability. Contractor shall indemnify defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors 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	\$2,000,000
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	\$2,000,000
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(b) Other Insurance Requirements

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

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

(3) The general liability and auto policies shall:

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

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

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

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

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

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

13. INDEPENDENT CONTRACTOR

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

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

(c) Any and all employees or sub-contractors 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 sub-contractors 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 sub-contractors, 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 sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

14. PREVAILING WAGE

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

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

15. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

16. CONFLICT OF INTEREST

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

Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its sub-contractors 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.

17. 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.

18. 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 sub-contractors, 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 sub-contractors 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.

19. 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: \_\_\_\_\_  
\_\_\_\_\_

To Contractor: \_\_\_\_\_  
\_\_\_\_\_

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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: \_\_\_\_\_  
Dave Potter, Mayor

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

**CONTRACTOR:**

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

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

**ATTEST:**

By: \_\_\_\_\_  
Nova Romero, MMC, City Clerk

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

**APPROVED AS TO FORM:**

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

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

**PERFORMANCE BOND**

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

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

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

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

NOW, THEREFORE, We, the principal and \_\_\_\_\_ as surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of Fifty Thousand Dollars (\$ 50,000) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

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

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

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

By \_\_\_\_\_  
PRINCIPAL

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

By: \_\_\_\_\_  
ATTORNEY-IN-FACT

**PAYMENT (LABOR AND MATERIALS) BOND**

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

KNOW ALL MEN/WOMEN BY THESE PRESENCE that we, \_\_\_\_\_ as Principal (also referred to herein as "Contractor"), and \_\_\_\_\_ as Surety, are held and firmly bound unto City of Carmel-by-the-Sea, hereinafter called "OWNER," in the sum of Fifty Thousand Dollars (\$ 50,000) 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
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**

<b>Contract #</b>
<b>PO#:</b>
<b>Task Order #:</b>

**I. SCOPE AND SCHEDULE BY CITY:**

<p><b>Scope of Work, including locations and frequency:</b></p>
<p><b>Required Completion Date:</b></p>

**II. COST ESTIMATE AND START DATE BY CONTRACTOR:**

<b>Proposed Amount:</b> (Attach Back up Documents)	<b>\$ Not-To-Exceed</b>
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<b>Start &amp; Completion Dates:</b>	<b>Start by:</b>	<b>Complete by:</b>

**III. SIGNATURES:**

**Submitted by:**

_____	_____
<b>Contractor</b>	<b>Date</b>

**Approved by:**

_____	_____
<b>City Forester</b>	<b>Date</b>

**Complete and return form to Sara Davis at forester@ci.carmel.ca.us within 3 business days for approval.**

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

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