

CITY OF SONORA
NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the City of Sonora, State of California, will receive proposals for the furnishing of all labor, materials, equipment, transportation and services for the following project:

Annual Creek Clearing

LOCATION:

Project Area: (Approximate locations are highlighted in green on the attached map)

Sonora Creek:

- 1) Southgate Bridge (Hwy 49) to S. Washington Street
- 2) Shepherd St. to Dodge Rd.
- 3) Dodge Rd. to Terzich & Wilson, stopping at the Dam/Waterfall.

Woods Creek:

- 1) Walking Bridge (at Rotary Park) to Stockton St. (Hwy 49).
- 2) Highway 49 along ATCA's Parking Lot (Approx. 100 yards).
- 3) Behind Vic's Towing from Highway 49 to Shaws Flat Rd.

PROJECT DESCRIPTION:

The City of Sonora (City) is seeking a qualified contractor to provide the services included within the Scope of Work in the performance of the City's annual creek clearing within the Project Area. Contractor will provide all necessary labor, equipment and incidental supplies to complete the project. The City intends to select one contractor to provide these services. The Contract for Services will have an initial term of three (3) years and provide for two one-year options to extend the contract, the contract term shall not exceed five (5) years.

PROJECT SCOPE OF WORK:

1. Remove all major vegetation including brush, blackberries, and miscellaneous vegetation to reduce probability of creek diversion and backup.
2. Cut tree stumps as low as possible.
3. Vegetation removal will occur approximately 6 ft. from the water line to the banks.
4. Contractor is not responsible for stump or rootball removal or grinding.
5. Contractor to coordinate access from adjoining property owners as needed.
6. All work is to be inspected by the Project Manager at the completion of the work.
7. The contractor will be responsible for brush and debris removal, along with any cleanup from the project, and any disposal costs.
8. This project will be completed during normal business hours on weekdays or on weekends. Work days and times are limited to Monday through Friday between 7:00 a.m. to 7:00 p.m., Saturday 8:00 a.m. to 5:00 p.m., and Sundays, and Federal Holidays, 10:00 a.m. to 3:00 p.m. within the City of Sonora as provided under Section 8.20.040 of the Sonora Municipal Code.

9. Contractor shall comply with all applicable safety laws, ordinances and regulations.
10. Any changes to the project scope or specifications must be approved, in writing, by the City of Sonora.

TIME OF WORK:

Work must be conducted between September 15th and October 31st each and every year, during the term of the Agreement.

ENGINEERS ESTIMATE:

There is no Engineers Estimate for this project.

PROJECT MANAGER:

All questions related to this Notice and proposal submittal should be directed to Mike Lagomarsino, Public Works Supervisor, (209)743-2330, mlagomarsino@sonoraca.com.

PREVAILING WAGE AND DIR REGISTRATION:

Contractors are advised that this Project is a “public work” for purposes of the California Labor Code, which requires the payment of prevailing wages. Notice is hereby given that, in accordance with Section 1773.2 of the Labor Code, copies of the general prevailing rate, as determined by the Director of the Department of Industrial Relations, are on file in the Community Development Department at 94 N. Washington Street, Sonora, CA. It shall be mandatory upon the Contractor, and upon any subcontractor under it, to pay not less than the said specified rates to all laborers, workers, and mechanics employed in the execution of the Contract.

The project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). All contractors and subcontractors who bid or work On this project must be currently registered with the DIR under Section 1725.5 of the California Labor Code, and will be required to furnish electronic certified payroll records to the labor Commissioner (aka Division of Labor Standards Enforcement) as required by the Labor Commissioner under Section 1776 of the California Labor Code.

INSURANCE REQUIREMENTS:

The Contractor, prior to the start of work, shall comply with the requirements under Attachment A-1, City of Sonora Standard Insurance Requirements.

SUBLETTING AND SUBCONTRACTING:

The City is relying on the expertise of the contractor selected and anticipates that they will be completing the work. Any subcontracting of the work must be approved by the City of Sonora prior to commencing with the work.

PROPOSALS:

The proposal submitted in response to this Notice shall be used as the basis for selecting the contractor. The proposal must show that the contractor is qualified to perform the services required and demonstrate their understanding of, and approach to, completing the required services included within the Scope of Work. It must include any proposed exceptions,

alterations or amendments to the Scope of Work. Proposal shall include total cost to the City, on an annual basis, for completing all services included within the Scope of Work. Proposals must be emailed to the Project Manager at mlagomarsino@sonoraca.com on or before September 1, 2023.

Attachment A-1
Standard Insurance Requirements

Architect at its own expense, shall procure, and maintain for the duration of the Agreement, the following insurance policies and endorsements with insurers licensed in the State of California possessing a Best's rating of no less than A:VII:

- A. Workers' Compensation Coverage - Worker's Compensation Insurance and Employer's Liability Insurance in the amount of \$1,000,000 for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
- B. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Coverages shall be included for premises, operations and broad form contractual liability.
- C. Automobile Liability Coverage - Automobile liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and for property damage, and including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Coverage – Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise under this Contract, whether by the insured's employees or subcontractors, within a minimum liability limit per occurrence or per claim of one million dollars (\$2,000,000.00).

If issued on a claims-made basis, the following conditions apply to the professional errors and omissions liability insurance policy:

- (1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of the contract work.
 - (2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Architect must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- E. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
- 1) Vendor's general liability policy shall be endorsed using Insurance Services Office Form CG 20 10 (or equivalent) to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.

- 2) This policy shall be considered and include a provision that it is the primary policy as respects the City of Sonora as an additional insured party and shall not include any special limitations to coverage provided to the City of Sonora as an additional insured party. Any insurance maintained by the City of Sonora, including any self-insured retention the City of Sonora may have, shall be considered excess insurance only and shall not contribute with it.
- 3) This insurance provider shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 4) The insurer waives all rights of subrogation against the City of Sonora as an additional insured party.
- 5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Sonora as an additional insured party.
- 6) The insurance policy and endorsements shall not be canceled or non-renewed without first providing thirty (30) calendar days written notice to the City of Sonora's Community Development Department by certified mail, return receipt requested, at 94 N. Washington Street, Sonora, CA 95370.

- F. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City of Sonora. At the City of Sonora's options, *Architect* shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- G. Evidence of Insurance: Architect shall provide policies and certificates of insurance with original endorsements or other evidence of insurance coverage as required by the City of Sonora. Required evidence of insurance shall be filed with the City of Sonora's Community Development Department on or before commencement of performance of this Contract. Current evidence of insurance shall be kept on file with the City of Sonora's Community Development Department at all times during the term of this Contract.
- H. Unsatisfactory Policies: If at any time any of the policies or endorsements are unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the City of Sonora, a new policy or endorsement shall be promptly obtained and evidence submitted to the City of Sonora for approval.
- I. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Contract may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.