



SCOPE OF WORK

Project Scope:

- A. The scope of work includes landscape maintenance to BMKCSD properties, including but not limited to Eight (8) Parks, Four (4) Boat Ramp Areas, Two (2) Navigation Lock Entry Areas, the Community Service Center, Median Strips along Bel Marin Keys Boulevard and the entry into the BMKCSD along with other smaller parcels which are located within the BMKCSD.
- B. Work shall include but will not be limited to the following: mowing and edging; approved watering landscape plants; fertilizer application; weed, pest and disease control; approved methods and techniques used for pruning shrubs and trees; chemical controls, turf aeration; weekly trash pickup and debris control from all park and open spaces; ground cover care; irrigation systems maintenance; tree staking; immediate reporting of vandalism and/or safety hazards to District. It will be the Contractor's responsibility, without further direction from the District, to meet all contract requirements in this agreement. Specific site requirements, time periods and schedules will be specified for each job required by the District.
- C. Provide proposal with sufficient information including labor/ materials/ overhead/ profit/taxes.

GENERAL CONDITIONS/PROJECT TIMELINE

- A. Any and all bidders are hereby notified that that the work to be performed herein is for public benefit and as such, the District(s) may negotiate with some, all or none of the responsive bidder(s) to obtain the best proposal and value for the work to be performed. A responsive bidder may be rejected without cause if it is deemed to be in the best interest of the District.
- B. Notice is also hereby given that all bidders may be required to furnish a sworn statement of their financial responsibility, technical ability, and experience before award is made to any particular bidder.
- C. Each proposal shall be made out on a form to be obtained at the office of the District Manager and shall be submitted in hand only addressed to Ms. Noemi Camargo, District Manager mailed or hand delivered to Bel Marin Keys Community Services District, 4 Montego Key, Novato, CA 94949, on or before **August 28, 2019 at 2:00 p.m.** The BMKCSD will acknowledge that the proposals have been received.
- D. Proposals may be rejected if they show any alterations of form, additions not called for, conditional proposals, incomplete proposals, erasures, or irregularities of any kind. The District reserves the right to waive any irregularities in the proposals as received.
- E. The District reserves the right to reject any or all proposals. More than one proposal from an individual, firm or partnership, corporation or association, under the same or different name, will not be considered. Reasonable grounds for believing that a bidder is interested in more than one proposal for work contemplated, will cause the rejection of all proposals in which said bidder is interested. Proposals in which prices are obviously unbalanced may be rejected by the District.
- F. No bidder may withdraw his/her proposal for a period of ten (10) days after the date set for the opening thereof.



- G.** Each bidder is noticed that all Contractors performing work for the District is required to present evidence of Workers' Compensation and Employers' Liability Insurance coverage; a certificate of insurance and copies of the information or declaration page(s) for Broad Form Comprehensive General Liability or Commercial General Liability, and Business Automobile Liability Insurance policies of not less than \$1,000,000 for bodily injury or death arising out of any one occurrence and property damage limits of not less than \$2,000,000 arising out of any occurrence for each type of coverage; as well as excess liability coverage in an amount to be no less than \$2,000,000; as well as copies for said General Liability and Business Auto Liability Insurance Policies or an endorsement naming the Districts, its Board, and its officers, agents and employees as additional insured, a standard cross-liability endorsement, an endorsement precluding cancellation or reduction in coverage before the expiration of thirty (30) days after Districts has received written notification by first class mail from the insurance carrier of such cancellation or reduction, and an endorsement stating that the insurance afforded thereby to Districts and its officers, agents and employees shall be primary insurance to the full limits of the policy, and that if Districts and its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only. Contractor shall further procure for the Districts' benefit, course of construction insurance coverage for all risks of loss in an amount equal to the completed value of the project. The certificates of insurance and copies of information or declaration page(s) and of endorsements are to be reviewed and approved as to form by the Districts before work commences. Bidders that may "self-insure" are to provide detailed evidence of coverage and may be required to produce additional financial disclosures, such that any and all concerns raised by any District shall be redressed to the satisfaction of said District. A bidder that fails to comply with said additional requests by District may be deemed to be unresponsive and as such may be precluded from any further consideration by the District(s).
- H.** The award of a contract is subject to adequate funding being secured and then encumbered by the District, such that the contract is funded accordingly and sufficiently for the work to be performed herein.
- I.** The AGREEMENT as set forth in these documents shall be the agreement that the Contractors shall execute with the District. Modifications of the AGREEMENT are not to be contemplated by the Contractor when submitted their proposal.
- J.** Any question pertaining to the plans, specifications, or any of the Contract Documents shall be in writing, addressed to the attention of Ms. Noemi Camargo District Manager, if by mail, at The Bel Marin Keys Community Services District, 4 Montego Key, Novato, CA 94949, or, if via facsimile, addressed to Noemi Camargo, District Manager, at (415) 883-3683, or email to ncamargo@bmkcsd.us
- K.** The District reserves the right to request change orders at any time.
- L.** A successful bidder shall provide proof of a current business license issued by the jurisdiction where the work of improvement is to be conducted upon award of the Contract (State of California).
- M.** A successful bidder shall, within ten (10) days from the date of a request by the District, enter into a contract with the District. The District reserves the right to accept a proposal and enter into a contract subject to review and approval by the BMKCS D Board of Directors.
- N.** Each interested Contractor is invited, and strongly encouraged to attend a site walk through. The site walk is scheduled for **August 19, 2019 at 10:00 am**. Contractors who are unable to attend this walk through may call the BMKCS D office and arrange a mutually agreeable time to view the



BMKCS D facilities. If alternative times are requested, meetings are to be arranged with the BMKCS D office (415) 883-4222 (ncamargo@bmkcsd.us). All Contractors are encouraged to re-visit the site as often as necessary to familiarize themselves of the work, any and all existing conditions as well as access to the all of the properties as no additional compensation will be considered by the District for any existing site conditions.

The BMKCS D will award one contract for services commencing on October 1st, 2019 and ending on September 30th, 2020. The District in its sole discretion may opt to extend the contract for a period of two additional years. If the District accepts a proposal, it anticipates issuing a Notice of Award on or about September 20th, 2019.

CONTRACTING WITH THE DISTRICT

The Bel Marin Keys Community Services District (BMKCS D) has adopted the *California Uniform Public Construction Cost Accounting Act (CUPCCAA, Act)*. The act was established in 1983 under Public Contract Code section 22000 et seq. All parties wishing to submit a proposal for this proposed project should familiarize themselves with the Act. Additional information can be found on the California State Controller's Office, California Uniform Construction Cost Accounting Commission webpage at http://www.sco.ca.gov/ard_cuccac.html.

The Act allows for public project work in the amount of \$60,000 or less to be performed by the public agency's force account, by negotiated contract, or by purchase order. Section 22032(a). Public projects in the amount of \$200,000 or less can use the informal bidding procedures set forth in the Act in Section 22032(b). Public projects at a cost of more than \$200,000 shall use formal bidding procedures to let the contract. Section 22032(c).¹

For more information regarding contracting with the District including insurance limits, payment bonds, prevailing wage and other requirements please visit (website link) or contact BMKCS D at (415) 883-4222

DISCLAIMER

This solicitation does not commit the BMKCS D to award any funds, pay any costs incurred in preparing an application, or procure or contract for services or supplies. The BMKCS D reserves the right to accept or reject any or all applications received, negotiate with all qualified respondent, cancel or modify the solicitation in part or in its entirety, or change the application guidelines, when it is in its best interests.

¹ [http://www.sco.ca.gov/Files-ARD-Local/Frequently_Asked_Questions_\(FAQ\)_-Uniform_Public_Construction_Cost_Accounting_Act.pdf](http://www.sco.ca.gov/Files-ARD-Local/Frequently_Asked_Questions_(FAQ)_-Uniform_Public_Construction_Cost_Accounting_Act.pdf)