

## **LOS GATOS CREEK TRAIL TO HIGHWAY 9 TRAILHEAD CONNECTOR PROJECT – QUESTIONS REGARDING REQUEST FOR PROPOSALS – March 18, 2019**

### **Question 1 -**

Article XXXI – Retention of Funds of the Standard Agreement describes holding an unidentified amount of retainage. Would the Town of Los Gatos consider a Letter of Credit in lieu of holding a retainer?

### **Question 2 -**

Article XXXI – Retention of Funds – states “Agency” (assuming LOCAL AGENCY, i.e., Town) will hold an unidentified amount of retainage from the “prime consultant” and divvy it out to the prime consultant in regular incremental acceptance of portions of the work as determined by the Agency. Will the Town please identify the amount of retainage and repayment terms, so the Primes can notify the subs?

### **Question 3 -**

Does the consultant need to include Outreach Services, or can we assume this is the Town’s responsibility?

### **Town’s response to Questions 1 and 2:**

Please see Proposal Requirement number 9 - “**Contract Agreement**”. Should the proposer wish to request a change to the contract language, this should be included in the proposal. A substitute clause that may be acceptable to the Town is as follows:

No retainage will be held by the agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

### **Town’s response to Question 3:**

The selected consultant is expected to present the preliminary design drawings and similar materials at the 2 public meetings as outlined in the requested scope of services. The Town will be responsible for any outreach strategies and other messaging efforts that are not included in the requested scope of services.