

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND BRIGHTVIEW LANDSCAPE SERVICES, INC.**

LANDSCAPE SERVICES FOR HARDEN RANCH MAINTENANCE DISTRICT

THIS AGREEMENT is executed this 11th day of June 2024, (“Agreement” or “Contract”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and Brightview Landscape Services, Inc., a California Corporation, (hereinafter “Contractor”).

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Landscape Maintenance Services for Harden Ranch Maintenance District. Scope of work is further discussed in City’s Request for Proposal or Solicitation, Attachment B and Contractor’s Proposal dated May 21, 2024, Attachment C.
2. **Timeliness.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall commence June 22, 2024, and shall be completed by June 22, 2027, unless City grants a written extension of time as set forth in Section 2 above.
4. **Payment.** City agrees to pay, and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, not to exceed Two Hundred Thirteen Thousand Dollars (\$213,000), as more fully described in title of Contractors fee schedule, Attachment C. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City’s approval of Contractor’s submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. **Meet & Confer.** Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.
7. **Indemnification.** Contractor shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all

liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS

René Mendez
City Manager

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney, or
Rhonda Combs, Assistant City Attorney

CONTRACTOR

By (Printed Name): _____

Its (Title): _____

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, 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 the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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 & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation**: 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. **Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Contractor 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.

Self-Insured Retentions

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 shall to reduce or eliminate such 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 City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by

or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **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 coverage at least as broad as ISO CG 20 01 04 13 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 notice to the City.

4. A copy of the claims reporting requirements must be submitted by Contractor to the City.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

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.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

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 special circumstances.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Payment bond
2. Performance bond
3. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty, a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: American Guarantee & Liability Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER C: Allied World Surplus Lines Insurance Co</td> <td>24319</td> </tr> <tr> <td>INSURER D: Great American Insurance Co.</td> <td>16691</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: American Guarantee & Liability Ins Co	26247	INSURER C: Allied World Surplus Lines Insurance Co	24319	INSURER D: Great American Insurance Co.	16691	INSURER E:		INSURER F:
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570101754288 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSUR LINE	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFFECT DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN/AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			XSLG47325857 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		ISA H10716561	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			AUC508596819 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFERINGS EXCLUDED? <input type="checkbox"/> (Indicate in NA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC5068541A WC - AOS SCFC50685482 WC - WI	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$2,000,000 EL DISEASE-EA EMPLOYEE \$2,000,000 EL DISEASE-POLICY LIMIT \$2,000,000
D	Contractors Pollution Liability			CSEE60320401 SIR applies per policy terms & conditions	10/01/2023	10/01/2026	Each occurrence \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City, its officers, officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A Waiver of Subrogation is granted in favor of The City for all work performed by the Contractor, its employees, agents and subcontractors in accordance with the policy provisions of the Workers' Compensation policy.

CERTIFICATE HOLDER City of Salinas 200 Lincoln Avenue Salinas CA 93901 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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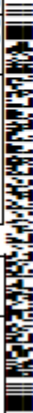
ACORD 25 (2016/03)

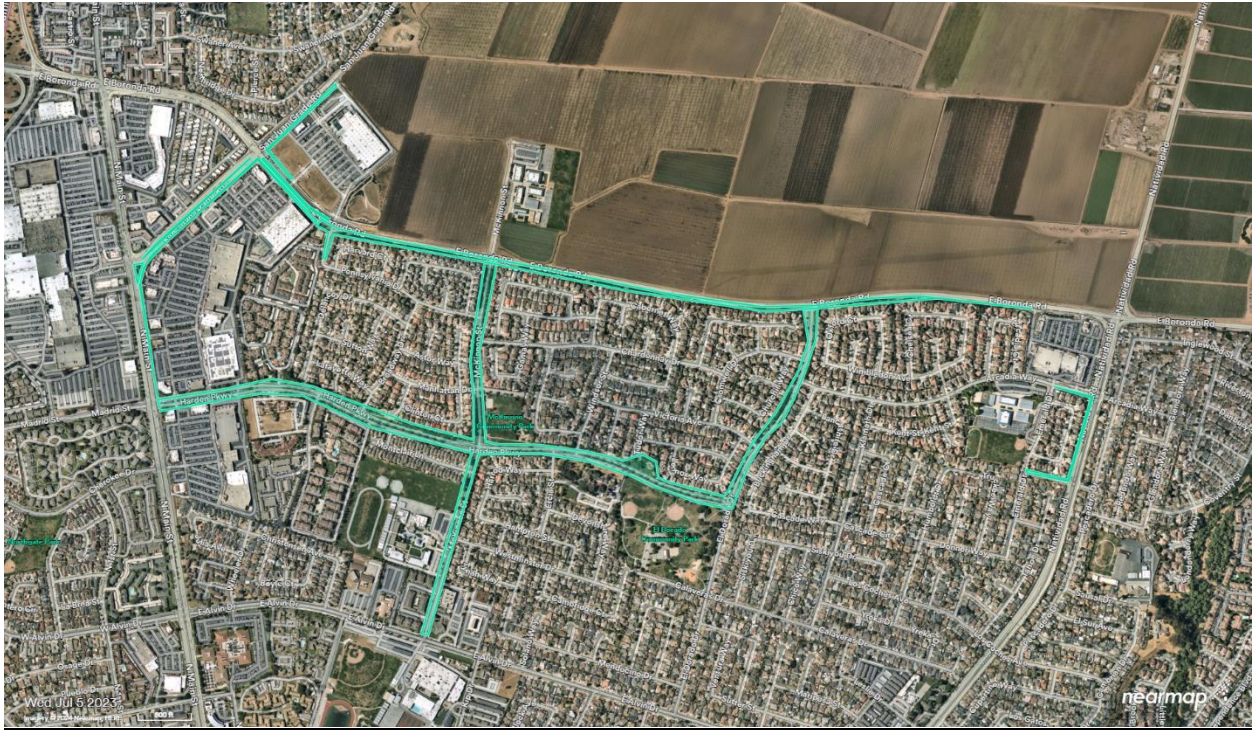
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Holder Identifier : BBOOK

Certificate No : 570101754288





**CITY OF SALINAS
PUBLIC WORKS DEPARTMENT**

**LANDSCAPE SERVICES FOR HARDEN
MAINTENANCE DISTRICT**

SECTION 1 SPECIFICATIONS AND PLANS

All work to be done under this Contract shall conform to the applicable requirements of the City of Salinas, Department of Public Works, Design Standards and Standard Specifications, 2008 Edition, herein referred to as the Standard Specifications. The State Standard Specifications and Standard Plans, May 2006 Edition, herein referred to as State Standard Specifications, shall be used.

In the event of conflict between the Specifications and these Special Provisions, the latter shall take precedence over and be used in lieu of such conflicting portions. The listing of certain salient sections from the Standard Specifications and these Special Provisions shall not in any way relieve the Contractor of complying with each and every section of the Standard Specifications.

Wherever in the Special provisions, Notice to Contractors, Proposal, Contract or other Contract documents the following terms are used; the intent and meaning shall be interpreted as follows:

State – City of Salinas

Department of Transportation – City of Salinas

Director – City of Salinas

Division of Highways – City of Salinas

Engineer – City Engineer

Local Public Agency – City of Salinas

Owner – City of Salinas

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

SECTION 2-1 MISCELLANEOUS

2-1.01 GENERAL

The Bidder shall carefully examine the site of work contemplated, the plans and specifications, and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the proposal, plans, specifications, and the contract.

The Plans are general information only and are for outlining the limits of work and showing the general layout of the existing landscape. It shall be the Contractor's responsibility to verify the amounts of trees, lawn, shrubs, and other items/areas to be maintained. Discrepancies between the plans and items in the field shall be brought to the attention of the Engineer. Additional payment for said discrepancies shall not be allowed.

The Bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these Special Provisions for the requirements and conditions which he must observe in the preparations of the proposal form and the submission of the bid.

Deficiency Notice:

The Contractor is required to correct deficiencies within the time specified by the City of Salinas. If the deficiency is not corrected within the time specified by the City, City labor will be called out to complete the work. Such work shall be done on a force account basis with an additional call out charge of \$75.00 per hour for each call-out. Call-out of City forces during off-hours, resulting from improper programming of sprinkler controllers, will be charged to the Contractor at time and a half. It also should be noted that there is a minimum three-hour charge for labor on any call-out.

2-1.02 UNSCHEDULED / EXTRA WORK RATES

Contractor is to furnish the City of Salinas, hourly rates for unscheduled landscape maintenance work, in accordance with the following specifications and provisions.

All unscheduled work shall have prior authorization of the City. Unscheduled work is requested on an as-needed basis and the Contractor is not guaranteed all such work in areas where contractor is currently providing landscape services to the City. The amount of time each unscheduled job may take is subject to negotiation with the City. Rates offered below would be a major determinant in whether unscheduled work will be furnished by the Contractor providing contract services in the same area.

Should unscheduled work not be provided by the Contractor, said Contractor may be required to coordinate with the City and another Contractor of the City's choosing in order to complete unscheduled repairs.

The Inspector may authorize the Contractor to perform additional work, including but not limited to, repairs and replacements when the need for such work arises. Should such repairs or replacements be necessary as a result of Contractor's negligence, Contractor will be responsible for completing such repairs or replacing damaged property at no additional cost to the City.

- A. Contractor may not change the regular maintenance schedule or work force to perform unscheduled/extra work unless authorized by the Inspector.
- B. In order to be considered for extra work projects both in and outside of their contracted sites, the Contractor must maintain their landscape maintenance sites in a manner that meets or exceeds City Standards for landscape maintenance. In all cases, the Inspector will determine standards.
- C. Prior to performing any additional work, the Contractor shall give a verbal or written estimate of labor and materials to the Inspector. No work shall commence without a verbal or written estimate. Within 48 hours of verbal or written authorization from Inspector, Contractor shall submit a written estimate. Should a lane closure be required for unscheduled work, cost of permit and equipment shall be detailed in the estimate.
 1. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Inspector may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. No percentage mark-up shall be added to equipment rental fees.
- D. All additional work shall commence on the specified date established and Contractor shall proceed diligently to complete said work within the time allotted. All replacements of plant material or irrigation components shall be the same like and kind as what is missing or needed to be replaced, unless authorized by the Inspector. Contractor is required to submit highlighted copies of receipts for materials purchased. Receipts shall be turned in with contractors' invoice for said repair and replacements.
- E. Inspector shall authorize verbally or in writing, any unscheduled work prior to work being done. Contractor will submit a written quote, detailing materials and labor charges used for

extra work. The Inspector will generate a work order, which authorizes the contractor to submit an invoice for work performed.

2-1.03 BID PROTEST FEE

Bid protests are limited to “Bidders” as defined in the Contract Documents. Any Bid protest must be submitted in writing to the City Clerk before 5 o’clock p.m. (as determined by the clock in the City Clerk’s Office) within 3 working days after Bid opening.

- A. Any protest of the proposed award of bid to the bidder deemed the lowest responsible bidder must be submitted in writing to the City no later than 5:00 P.M. within 3 working days following the date of the bid opening. If a bidder protests more than one bid, the bidder shall file a separate protest as to each bid being protested, complying with this section.
- B. The initial protest document must contain a complete statement of the basis for the protest. The protest must refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address and telephone number of the person representing the protesting party. The protest must be signed and submitted under penalty of perjury.
- C. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to the bidder whose bid is being protested, as well as to all other parties with direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. Faxed or emailed copies are acceptable, with confirmation of receipt by the bidder or person to whom it was sent.
- D. The protester must have actually submitted a bid on the Project or have been specifically excluded from submitting a bid due to an action by the City. A subcontractor of a party submitting a bid on this Project may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder but must timely pursue its own protest.
- E. The City Council shall hear the bid protest prior to adopting a resolution authorizing the bid award and execution of the contract. In cases where the contract is not executed by the City pursuant to City Council Resolution, the bid protest shall be heard by the City Council prior to the time the City issues a notice to proceed, or the appropriate City official executes the contract on behalf of the City. The decision of the Council shall be final.
- F. The protestor shall also submit a non-refundable fee of \$1000.00 per protest via certified check made payable to the City of Salinas to reimburse its costs in reviewing and investigating the bid protest. Any protest submitted without the fee shall be returned without further action by the City.
- G. Any protest not complying with this section shall be returned without further action by the City.

- H. The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or any legal proceedings.

2-1.04 PUBLIC CONTRACTS CODE 9204 PUBLIC WORKS PROJECT

Contract Dispute Procedures

Sections 9204 (e) and (g) of the California Public Contract Code ("PCC") provides that the text or a summary of PCC 9204, effective January 1, 2017, shall be included in the plans and specifications for any public works projects that may give rise to a claim under this section and that Section 9204 applies to contracts for public works projects entered into on or after January 1, 2017. In accordance therewith, City of Salinas hereby provides notice and includes the statutory text:

9204

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
- (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
- (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
- (B) Payment by the public entity 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 public entity.
- (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State

University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction

pursuant to Chapter 11 (Commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies 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, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing 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 public entity shall have up to three days following the next duly publicly noticed

meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity 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 public entity 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 public entity 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 public entity 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 public entity and the claimant sharing the associated costs equally. The public entity 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 public entity 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 a public entity 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.

(3) Failure by the public entity 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 public entity'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.

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

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity 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 public entity 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 public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) 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) a public entity 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.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SECTION 3 AWARD AND EXECUTION OF CONTRACT

The Bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract" of the Standard Specifications and the "Proposal Requirements and Conditions" of these Special Provisions for the requirements and conditions concerning award and execution of the Contract. Certificates of Insurance shall be issued by the Contractor and shall be returned with the signed contract and contract bonds. The Notice to Proceed with the work shall be issued by the City Clerk's office until all such documents are submitted.

If awarded, this Contract shall be awarded to the responsible bidder submitting the lowest bid who meets the financial and technical requirements. The City reserves the right to withhold award of the bid for sixty (60) calendar days from the bid opening date.

SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION, LIQUIDATED DAMAGES AND TEMPORARY SUSPENSION OF WORK

THE Contractor's attention is directed to the provisions of Section 8, "Prosecution and Progress," of the Standard Specifications and the following provisions:

The Contractor shall begin the work during the first week of, and shall perform the work outlined in these special provisions for the maintenance of the area described for a period of thirty-six (36) months from said date. This contract may be renewed for two (2) years, provided the Contractor requested, in writing, three (3) months before the expiration date and with the approval of the Engineer.

SECTION 5 GENERAL

SECTION 5-1 MISCELLANEOUS

5-1.01 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is require by Chapter 5 of Division 4 of Title 2, California Code of Regulations and the City's Federal Mandated Disadvantaged Business Enterprise (DBE) Program.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause" set forth in the Provisions in Section 7 1.01A(4), "Labor Nondiscrimination" of the City of Salinas Standard Specifications, which is applicable to all nonexempt State Contracts and Subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction Contracts and Subcontracts of \$5,000 or more.

Furthermore, the prime Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as recipient (i.e., the City of Salinas) deems appropriate.

5-1.02 WAGE DETERMINATION

All wage scales shall be in accordance with applicable determinations made by the Director of the Department of Industrial Relations of the State of California, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with Section 1771. In accordance with Section 1773.2 of the said Labor Code, copies of the aforesaid determinations of

the Director of the Department of Industrial Relations are available on the website address <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> They shall apply to the Construction Contract and all Subcontractor thereunder.

The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled General Prevailing Wage Rates refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

The “Statement of Compliance” and “Payroll Report” shall be on forms furnished by the City. Reduced copies of the “Statement of Compliance” and “Payroll Report” forms are attached in Part “C” of these Specifications. **No other forms shall be accepted.**

Additionally, all contractors and subcontractors must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) on a weekly basis and in the format prescribed by the DIR, which may include electronic submission.

5-1.03 ENFORCEMENT OF THE CITY’S LOCAL HIRING ORDINANCE REQUIREMENTS

During the term of the contract, the Contractor and all subcontractor(s) shall submit a completed and signed “**Local hiring Residency Compliance Documentation**” form with each weekly prevailing wage statement as required in the plans and specifications of the project. This form will be reviewed by the Residence Inspector for the City and to be compared to the list of employees to assure compliance. If for any reason the contractor needs to hire additional employees or subcontractors, the Residence Inspector will require an additional “**Statement of Good Faith for Local Hire**” form be prepared, signed, and submitted along with the weekly report.

5-1.04 DIR REGISTRATION

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 in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract

is awarded.

All Contractors (prime and subs) must possess and maintain such registration with DIR in order to be awarded and to perform work on public works projects. The following is the link to DIR's Contractor Registration searchable database: <https://cadir.my.salesforce-sites.com/ContractorSearch?>

5-1.05 SUBCONTRACTING

Per section 5-1.13 of the 2015 Caltrans Standard Specifications, Prime contractor shall perform work equaling at least 30 percent of the value of the original total bid with your employees and with equipment you own or rent, with or without operators.

SECTION 5-2 QUALITY ASSURANCE

A. Qualifications:

1. Experience: the landscape contractor or maintenance subcontractor shall have a full-time employee assigned to the job as foreman for the duration of the contract. He/she shall have a minimum of four (4) years' experience in landscape maintenance supervision, with experience or training in turf management, entomology, pest control, soils, fertilizers and plant identification. All tree related work shall be supervised by a Qualified Applicator Certificate holder. All pesticide recommendations shall be made by a Pest Control Advisor.
2. Labor Force: The landscape maintenance labor force shall be thoroughly familiar with, and trained in the work to be accomplished and shall perform the task in a competent, efficient manner acceptable to the City.

The Contractor must have a full-time employee who can competently work on irrigation systems, including the testing, rebuilding and/or replacement of valves, controllers and main irrigation line breaks.

It is the Contractor's responsibility, without further direction from the Inspector (except as specified herein), to assure all work is being done per specifications. Contractor shall inspect every site once per day at a minimum, regardless of minimum requirements stated on the Maintenance Performance Schedule.

3. The Contractor will be required to have a twenty-four (24) hour emergency phone number where he/she can be reached with no more than fifteen (15) minute delay in call back time. Once notified, contractor shall respond to an emergency within thirty (30) minutes. Contractor is further required to have an active email address, to receive any correspondence from the Inspector.

4. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover, athletic/turf areas, trees, or shrubs. Any debris or litter which collects as a result of inclement weather or flooding, shall be removed during the next scheduled service day.
5. Contractor must have office within the City of Salinas
6. Contractor must provide the following organizational information:
 - a) Organizational Chart inclusive of executives and descending to on-site crew leader.
 - b) Brief description of company personnel and training procedures.
 - c) The Contractor shall provide a qualified, English speaking/writing crew leader or supervisor to oversee workforce.

A list of guaranteed size of work force by job classification shall be provided to the City prior to beginning work.

7. PROJECT/SITE CONDITIONS – At the beginning of the maintenance period, the City’s designated representative and the Contractor shall visit the site and walk it to clarify the scope of work and understand existing project and site conditions. Documentation of the general conditions of all plant materials shall be made to determine which are healthy, damaged, dead, or dying. Documentation of the general condition of the irrigation system shall be completed to make sure that faulty electrical valves, controllers and broken or inoperable sprinkler heads are reported.

B. Personal Attire and Equipment

1. The Contractor shall require each of his employees to adhere to basic Public Works standards of working attire. This includes uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of the clothing. Shirts shall be worn at all times, buttoned and tucked in. Blue and red colored uniforms are not acceptable.
2. Contractor shall display the name of his firm on any vehicles used by the Contractor’s employees to carry supplies and equipment. The firm name shall be in letters large enough to be easily legible from a distance of one hundred (100) feet. All contractor trucks and other vehicles shall be uniform in color scheme and paint. All vehicles and equipment shall be in good condition and appearance. All vehicles will display a sign on the vehicle while working on City areas indicating the contractor is under contract with the City. This sign shall be visible at all times.

3. Contractor shall be aware of and shall comply with all City ordinances governing landscape maintenance work as applicable to individual locations being maintained.
4. It shall be the Contractor's responsibility to supply all safety equipment and to educate their employees in the rules of safety. Safety vests are to be worn at all times while working on City property.
5. Requirements:
 - a. Supervision: The foreman shall directly supervise the work force at all times. Notify City of all changes in supervision.
 - b. Identification: Provide proper identification at all times for landscape maintenance firm's vehicles and labor force.

C. Public Convenience and Safety

1. Contractor acknowledges and agrees that public safety is of utmost importance, and Contractor agrees that during the progress of the Work, Contractor shall constantly protect and preserve the safety of the public.
2. Contractor shall not unnecessarily cause inconvenience to the public during the progress of the Work and shall minimize the inconvenience caused by Contractor's operations. Such operations include, but are not limited to, work performed on or adjacent to the Work site, traffic lane and pedestrian closures and deliveries of material and equipment.
3. If a scheduled service day falls on a Federal, State or City holiday, Contractor must provide scheduled service within two days before or after the holiday.
4. Where public safety is affected, the Contractor shall make immediate equipment repairs or removals of landscape and irrigation material and shall report such repairs or removals within 24 hours to the Maintenance Operations Manager or designee.
5. Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein. The Contractor shall develop and maintain for the duration of the Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

6. Signage – The Contractor shall furnish and install all safety street signs, cones, and other facilities, which are necessary to expedite the passage of public traffic through or around the work. This is to prevent accidents, damage, or injury to the public, and to give adequate warning to vehicle or pedestrian traffic or to the public of any dangerous conditions to be encountered.
7. Sound Control Requirements – the Contractor shall comply with all local **sound control** and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

SECTION 5-3 PAYMENT

PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime Contractor or Subcontractor shall pay any Subcontractor not later than 7 calendar days of receipt of each progress payment in accordance with the Provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to Subcontractors. The 7 calendar days are acceptable unless a longer period is agreed to in writing between the Contractor and the City Engineer. Any delay or postponement of payment over 30 calendar days may take place only for good cause and with the City Engineer prior written approval. Any violation of Section 7108.5 shall subject the violating Contractor or Subcontractor to the penalties, sanction, and other remedies of that Section. Federal law (49CFR26.29) require than any delay of postponement of payment over 30 calendar day of receipt of each payment may take place only for good cause and with the agency's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor. This Provision applies to both Contractors and Subcontractors.

PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The City of Salinas shall hold retainage from the prime Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City of Salinas, of the Contract work, and pay retainage to the prime Contractor based on these acceptances. The prime Contractor, or Subcontractor, shall return all monies withheld in retention from a Subcontractor within 30 calendar days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Contract work by the City of Salinas. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 calendar days may take place only for good cause and with the City Engineer prior written approval. Any violation of this provision shall subject the violating prime Contractor or Subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the Business and

Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor. This provision applies to both Contractors and Subcontractors.

SECTION 6 MATERIALS

SECTION 6-1 GENERAL

General: All materials and equipment shall be provided by the Contractor or City of Salinas, except as specified below.

A. Water: Clean, potable and fresh, as available from City.

B. Fertilizers:

1. Tightly compressed, slow-release and long-lasting complete fertilizer tablets (pellets or tea bags) bearing manufacturer's label of guaranteed analysis of chemicals present.
2. Balanced, once-a-season application, controlled-release fertilizers with a blend of coated prills which supply controlled-release nitrogen, phosphorus and potassium, and uncoated, rapidly soluble rills containing nitrogen and phosphorus.

C. Herbicides, Insecticides, and Fungicides:

1. Best quality materials with original manufacturers' containers, properly labeled with guaranteed analysis.
2. Use non-staining materials.

D. Lawn Seed for Reseeding: Match existing lawn mix.

E. Replacement Tree, Stakes, Ties, and Wires: Match originally accepted existing materials on the site.

F. Tree: Select straight trunks with the leader intact, undamaged, and uncut with all old abrasions and cut completely callused over. Do not prune plants prior to delivery.

G. Grasses: Turf Seed – At least 98% pure, weed free mixture and a minimum of 85% germination, re-cleaned, Grade "A" new crop seed, delivered in the original containers, unopened, and bear a guaranteed analysis on dealer's label. See Appendix for specific grass formulation.

H. Wildflowers: At least 97% pure, weed free mixture and a minimum of 80% germination, recleaned, Grade “A” new crop seed, delivered in the original containers, unopened, and bear a guaranteed analysis on dealer’s label.

Attention is directed to Section 6, “Control of Materials,” of the Standard Specifications and these Special Provisions.

All materials required to complete the work under this Contract shall be furnished by the Contractor except when otherwise specified herein.

The City shall have the right to inspect any material specified herein. The items ordered must be designed to comply with all federal, state, and local safety regulations and/or ordinances. Equipment, supplies or services that fail to comply with the specifications herein as regards to design, material or workmanship are subject to rejection at the option of the City. Materials rejected shall be immediately removed from the premises at the Contractor’s/vendor’s expense.

6-1.01 SUBSTITUTION

Reference in these specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number is to be interpreted only as establishing a standard of quality, and not to be construed as limiting competition. In such cases, the Contractor may, at his option, use any article, device, product, material, fixture, form, or type of construction equal to that specified. The Engineer is the final judge of acceptability of proposed substitute and the Contractor proposing substitution shall furnish, at his expense, any data, samples, test, etc., as require by the Engineer to determine quality of the proposed substitutions.

In addition, all proposed substitutions must be:

- Submitted within 35 calendar days following award of the Contract as approved by Council.
- Proven to the Engineer. Services to be equal or superior to the specified item in all respects.
- Accompanied by shop drawings and/or complete descriptive information.

All dimensional or functional changes, or changes to other work, which is required by, or are a result of, an acceptable substitution shall be the sole and complete responsibility of the Contractor and shall be made at no additional cost to the City.

The Contractor shall make no substitutions of materials or equipment without written approval of the Engineer.

SECTION 7 DESCRIPTION OF PROJECT

The project shall involve the furnishing of all labor, material, equipment, and incidentals to perform the Landscape Maintenance in the Landscape and Lighting Districts in accordance with the Plans and these Special Provisions. The Maintenance districts are as shown on the location

map and described as follows:

SECTION 7-1 SITE DESCRIPTIONS

A. HARDEN RANCH MAINTENANCE DISTRICT

1. Landscape Maintenance at Harden Ranch to include medians, parkways, greenbelt.
2. Landscape Maintenance at Harden Ranch Streetscape recreation areas to include playgrounds, exercise courts, horseshoe pit courts, and public seating areas.
3. Landscape Maintenance at North Main Street streetscape to include medians along North Main Street from Cherokee to San Juan Grade Road.
4. San Juan Road from North Main Street to 400 feet Northeast of East Boronda; the most westerly 925 feet of Harden Parkway; and the most westerly 800 feet of East Boronda Road.
5. Landscape Maintenance at San Juan Grade Road (median, parkways); medians at Pennsylvania Avenue, Westminster, Broadway Avenue, Ercia Street, parkways at Pennsylvania and Dartmouth, Broadway, Lafayette Circle, Clinton Court, and Delancy Street.
6. All right of way landscaping on Harden Parkway, McKinnon, and East Boronda Road from Dartmouth Road to the shopping center entrance by Natividad Road.
7. Maintenance to exclude all palm tree maintenance except as it may relate to the addition of extra work items.
8. Maintaining and servicing all masonry walls (graffiti removal only), signs, linear parks and parkways, embankments, sprinkler systems, ornamental planting including lawns, shrubs, and trees and all structures or other facilities necessary for park and parkway purposes that lie within the right of way of El Dorado Drive, McKinnon Drive, Harden Parkway, East Boronda Road, North Main Street and landscaped public areas on Pennsylvania Avenue, Westminster, Broadway Avenue, Ercia Street, Dartmouth, Arcadia Street from Natividad Road to Emerald Drive, Median Island on Natividad Road between Arcadia Street and Emerald Way; Emerald Way between Emerald Drive and Natividad Road.

SECTION 8 LANDSCAPE MAINTENANCE

SECTION 8-1 DEFINITIONS

For the purpose of this contract, the following terms and wordings have definitions hereinafter specified:

Hand-Sweeping – Removal of refuse by the use of hand tools including brooms and shovels. Compensation for Hand-Sweeping shall be considered as included in other items of work.

Refuse – All deposits of dirt, rock, glass, cans, leaves, sticks, papers, or any like materials so designated by the Engineer within the areas to be swept within the terms of this contract and of a size which can be practically removed by mechanical sweeping or hand-sweeping operations.

Engineer – Engineer of Public Works Department, or designated representative(s), City of Salinas.

City of Salinas BMPs for pesticide, herbicide, and fertilizer application, storage, and disposal, including the following:

- Training activities, permits, certifications, and other measures for municipal applicators and distributors;
- Integrated pest management measures that rely on non-chemical solutions for all municipal areas;
- Eliminating the use of pesticides and fertilizers within 48 hours prior to a likely precipitation event or irrigation. A likely precipitation event is any weather pattern that is forecast to have a 50 percent or greater probability of producing precipitation in the application area;
- Collection and proper disposal of unused pesticides, herbicides, and fertilizers;
- A standardized protocol for the routine and non-routine application of pesticides, herbicides (including pre-emergents), and fertilizers;
- Prohibition of storage or application of banned or unregistered pesticides;
- Implementation of procedures to encourage the retention and planting of native vegetation to reduce water, pesticide, herbicide, and fertilizer needs;
- Limiting or replacing pesticide use (e.g., manual weed and insect removal);
- Limiting or eliminating the use of fertilizers. Prohibiting fertilizer application within 5 feet of pavement, 25 feet of a storm drain inlet, or 50 feet of a water body;
- Reducing mowing of grass to allow for greater pollutant attenuation, but not jeopardizing motorist safety;
- Storage of pesticides and fertilizers indoors or under cover on paved surfaces or use of secondary containment;
- Reduction in the use, storage, and handling of hazardous materials to reduce the potential for spills;
- Regular inspection of storage areas;
- Prohibition of use of pesticides on the CWA section 303(d) list for any water bodies the Permittee's MS4 is tributary to; and
- Provide direct supervision by a pesticide applicator, certified in the appropriate category, of municipal employees or contractors applying restricted use pesticides.
- Pesticides may not be used within 100 feet of any playground area or any creeks at ALL sites.

A. Weed Control – General

1. Weeds in all lawn areas, planting beds, planted islands, tree wells, shrub wells, parking lots, traffic islands, curb and gutters, sidewalks, and open space shall be removed or killed weekly as the weeds emerge. Weeds shall be removed (not just killed) if they are larger than 2 inches (5cm) in height or diameter.
2. All debris resulting from weeding operations shall be removed from the project area on the same day that the weeding operation occurs.
3. Should the Contractor desire to use a chemical weed control program, they shall develop said program and submit in writing to the Engineer within 15 days of approval of contract for review and approval. Said program shall be administered in accordance with applicable laws and practices governing the use of chemicals. Said program shall be adhered to unless written approval to change such program is granted by the Engineer.
4. Weed oils, granular pellets or any other weed control materials shall be used only in strict conformance with Federal, State, County, and local regulations and codes. The materials must be approved by the Engineer.
5. The Contractor or the Pest Control operator of the Contractor must have a valid certification appropriate to the pesticide application undertaken, and all weed control must have a written recommendation prepared by a Certified Pest Control Advisor, as required by the Monterey County Agriculture Commissioner.
6. Any new or existing plants or soil which, in the opinion of the Engineer, have been damaged by applying or lack of applying weed control materials shall be replaced by the Contractor no later than one (1) week after notice of such damage at Contractor's expense.
7. Planter Maintenance: Complete trimming and cultivating of planters and ground cover shall be completed monthly. Weeding shall be performed regularly to avoid establishment of seedlings.
8. All vegetation shall be sprayed and removed for a distance of eighteen (18) inches from tree trunks to form tree wells.

Any additional weed control in turf areas shall be as needed or as directed by the Maintenance Operations Manager or designee.

Weed control required and approved within turf areas by the Maintenance Operations Manager or designee is considered as part of contract.

9. Handling of Pesticides: Care shall be taken in transferring and mixing of pesticides to prevent contaminating areas outside the target area. Application methods shall be used to which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site. Disposal of pesticides and tank

rinsing materials shall be within the guidelines established in the State of California Food and Agriculture Code or EPA regulations.

10. Timing: Pesticides shall be applied at times, which limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible, to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas.
11. Contractor shall apply spray chemicals when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in, or near, the project.

B. Insect and Disease Control

1. The Contractor or the Operator must have a valid certification appropriate to the pesticide application undertaken, and all weed control must have a written recommendation prepared by a Certified Pest Control Advisor as required by the Department of Pesticide Regulation and the Monterey County Agriculture Commissioner.
2. The spray materials shall meet all Federal, State, County, and Local requirements. The spray materials must be approved by the Engineer.
3. Any applications within 500 feet of any school shall not be made within one hour before or one hour after school hours, as required by applicable pesticide regulations.
4. The Contractor shall use a dormant spray fungicide that controls anthracnose and other plant diseases as needed.
5. The Contractor shall use an appropriate insecticide and fungicide spray that prevents or controls disease and insect infestations.
6. Application of insect and disease control materials shall be within the time best suited to the eradication of the insects and diseases.
7. Any new or existing plants or soil which, in the opinion of the Engineer, have been damaged by applying or lack of applying control materials shall be replaced by the Contractor within a week after notice of such damage at his expense.
8. Scheduled spraying shall be applied twice annually to all deciduous trees and shrubs. The first spraying shall be accomplished while trees or shrubs are in full dormancy. The second spray shall be applied just as the buds start to open. Contractor's choice of specific spraying times must be approved by the Engineer.

9. A program for control of insects and diseases shall be developed by the Contractor and submitted with supporting manufacturer's data and submitted in writing to the Engineer within 15 days of the approval of the contract for the Engineer's review and approval.
10. Pesticides shall be stored, transported, and applied only in strict conformance with Federal, State, County, and local regulations and codes. The materials must be approved by the Engineer in advance of the application.
11. If spraying cannot be performed for any reason, the contractor shall use tree injections to control infestations according to pesticide label.
12. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which each area is capable of receiving without runoff.
13. Contractor shall be responsible to update daily all pesticide, herbicide and fertilization applications to the City's PHF on-line app.

C. Ground Squirrel, Gopher and Other Rodent Damage Control

Contractor shall repair all rodent damage. All fresh mounds are to be removed and rodents eradicated within four (4) days by the Contractor in planted areas and seven (7) days in non-planted areas. All rodent damage done to turf areas shall be leveled out and re-sodded to match existing grade. All damage done to existing plant material by rodents shall be replaced by contractor with new plant material.

Rodent Control – Contractor shall keep all turf and landscaped areas free of gophers by using Macabee gopher traps or other devices approved by the contract manager. Rodenticide use is not allowed.

D. Debris, Graffiti and Litter Removal

All Areas:

1. All debris and litter shall be removed by the Contractor from all project areas within two (2) days (twice a week) of deposit. Debris and litter removal shall be disposed of immediately by Contractor.
2. Debris and litter to be removed shall include but is not limited to all debris generated by the work included in this project, paper, glass, trash, leaves, pine needles and all other forms of debris and litter from all sources including those outside the project site.
3. Contractor shall remove "graffiti" or other unsightly markings placed upon visible faces including, but not limited to, cinder block walls, bench seats, picnic tables, irrigation/lighting boxes, light poles, tree trunks, sidewalks, and any other surface within the district boundary within the next working day during the term of this

contract. Graffiti removal shall be considered as part of regular maintenance activities and shall not be compensated as additional work.

4. Complete policing; litter pickup and supplemental hand sweeping of parking lot corners, street medians, storm drain grates and areas along gutters/curbs inaccessible to power equipment shall be accomplished to ensure a neat appearance.
5. Contractor shall dump all trash receptacles located throughout the Landscape District. This also includes installing plastic bags as needed, contractor supplied.

E. Signs/Improvements

Contractor shall not post signs or advertising material upon the site premises unless prior approval is obtained from the inspector.

Contractor will remove all advertisements and election signs from the work site, including from utility poles and trees, each time site is serviced. Signs shall be stored by contractor until City staff gives approval for their disposal.

F. Removal of dead, damaged, or Diseased Plant Materials

Contractor shall remove dead, severely damaged or diseased plant material no later than seven (7) days after identification. Broken tree limbs or other items that may cause hazardous conditions to the public shall be removed immediately.

G. Staking and Guying

1. Newly planted trees shall be kept adequately staked at all times. Ties shall be loosened periodically to prevent girdling. A detailed drawing of the staking system to be used is included in Appendix "A", Street Tree Planting Plan.
2. Newly planted trees shall not be left unstaked for more than two (2) working days unless written permission is granted by the engineer.
3. Trees that have reached a size and stability so as not to require staking shall be exempt from these requirements upon the approval of the Engineer. Trees under the size of a standard 5-gallon size for the variety shall also be exempt from these requirements unless otherwise required by the Engineer.

H. Inclement Weather

1. During the periods when inclement weather hinders normal operations, the Contractor shall adjust his work force in order to accomplish those activities that are not affected by weather.

2. The Contractor shall re-stake, re-tie or remove trees or other such activities as required as a result of inclement weather. The Contractor will stay available to assist in any storm related damage repair to sites in this contract.
3. Contractor shall not work or perform any operations during inclement weather that may destroy or damage ground cover or turf areas. The Contractor shall contact the Maintenance Operations Manager or designee for the determination of non-operation conditions.
4. The Contractor shall immediately notify the Maintenance Operations Manager or designee when the work force has been removed from the job site due to inclement weather or other reasons.

I. Fire Prevention

Contractor shall take all precautionary measures to ensure that while working with (power equipment, vehicles, etc.) in weeded or grassy areas they do not start a fire. All contractor vehicles shall be equipped with fire extinguishers.

The City of Salinas shall not be held liable for any fires due to contractor negligence.

J. Irrigation of Plant Materials

1. All planted areas shall be watered deeply as weather conditions require to promote normal growth and ensure the health of the vegetation therein. Water for the irrigation systems shall be furnished by the City. Water usage shall be in accordance with the City's water conservation Ordinance No. 2123. Lawns at no time shall show a lack of fresh green color or a loss of resilience due to lack of water.
2. Control watering to prevent runoff and/or erosion, puddling, or over watering. Prevent watering roadways, walkways or private property. Provide adequate coverage of all landscape areas. Match precipitation rates. Limit hazardous conditions. Adjust irrigation as required due to seasonal changes in rain. A current schedule of automatic watering cycles must be provided to the Engineer's representative upon request. Automatic controllers shall be set to operate irrigation systems between 9:00 p.m. and 5:30 a.m., or as directed by the Engineer.
3. Emergency irrigation not conforming to the City's Water Conservation Ordinance will require prior approval by the Engineer with prior notification to the water purveyor of the time, location, and reason for the non-conforming irrigation.
4. All irrigation systems shall be tested and inspected, and a written report submitted to the City when requested.
5. All irrigation systems shall be tested and inspected as necessary when damage is suspected or observed or reported daily if necessary.

6. Battery operated controllers will be kept in continuous operating condition by replacing batteries, when necessary, at Contractor's expense.
7. All replacements shall be in strict accordance with City of Salinas equipment and installation standard plans, no substitutions will be permitted.
8. Unplug all clogged heads, flush lines free of rocks, mud, and debris.
9. Contractor shall maintain all irrigation systems in a manner that shall assure correction or malfunction and allow their use in a manual or automatic condition within two (2) working days after identification of malfunction. All valve boxes, valves, vacuum breakers, hydrants, and sprinklers shall be kept clear of debris and vegetation. Contractor is responsible for cost to repair or replace irrigation systems which malfunction due to Contractor's negligence.
10. Contractor shall be responsible for the yearly testing of all backflow preventer units as per the instruction of the water purveyor. This testing shall only be done by a Certified Backflow Preventer Tester. Copies of all test results shall be presented to the department for required record keeping purposes. Any repairs necessitated by the failure of the unit to pass the test shall be completed by the Contractor with compensation for any major ordinary costs to be billed as a separate payment item.
11. The payment for repair and maintenance of the irrigation systems shall be considered as included in the monthly price paid for landscape maintenance and no separate payment shall be made therefor. The prices paid shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work involved as specified. Major irrigation repairs, such as repairing control valves, controllers, vacuum breakers, and backflow preventers, shall not be considered as normal maintenance for the purpose of billing. Contractor shall obtain approval from the City before incurring expenses for major irrigation repairs. Contractor may replace any malfunctioning portion of the irrigation system with the same or a substitute type of product or operation with prior consent of the Engineer.
12. Major irrigation repairs, such as replacement of defective remote-control valves, major controller repairs, major backflow prevention unit repairs, extensive wiring, repairs to the irrigation mainline, or any other single major irrigation repair project, which necessitates costs for materials in excess of \$150, shall not be considered as normal maintenance for the purpose of billing. Contractor shall obtain approval from the Engineer before incurring expenses for major irrigation repairs.
13. In the event of a malfunctioning remote-control valve, the Contractor shall be responsible for manual watering by utilizing the use of a water truck or water bubble, hand bleeding remote control valves, setting out additional hoses and sprinklers, and/or hand watering as required to uniformly irrigate affected areas until said valve is repaired.

14. Controller enclosures shall be maintained by the Contractor at no extra cost to the City. This maintenance shall include rust removal, painting, sealing, or other measures which are intended to preserve the controller enclosure. Any replacement of the controller box necessitated by vandalism or deterioration, after all reasonable efforts have been made by the contractor to preserve the enclosure will be paid for as extra work.
15. Contractor shall keep irrigation controllers securely locked at all times when they are not required to be open for programming, repairs, or checking the operation of the controller.
16. Controllers shall be checked at least weekly to assure proper operation and programming.

K. Water Conservation

Contractor shall, whenever possible, minimize the use of water during maintenance operations. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for the safety of and for the protection of equipment, shall be discouraged. In no case shall the Contractor use water to rinse or flush chemicals of any kind from equipment onto the work site and/or drainage or sewage systems.

Drought Impact on Irrigation: The Contractor shall comply with all water use regulations and restrictions. In addition, Contractor shall comply with City directed changes in irrigation in response to drought conditions.

L. Underground Excavations

Contractor shall be responsible for locating all underground utility lines to ensure the safety of his/her work crew and to protect in place existing utility equipment before commencing any excavation. Contractor shall contact the Maintenance Operations Manager or designee and Underground Service Alert (1/800-227-2600) 48 hours before commencing any excavation, to locate underground service lines.

M. Fertilizing

The Contractor shall provide ten (10) days advance written notice to Engineer of each intended application of fertilizer.

1. Lawn and All Types of Ground Cover. Commercial fertilizer shall conform to the provisions of Section 20 of the City of Salinas, Standard Specifications Design Standards, 2008. Fertilizer shall be a complete fertilizer, part if the elements of which are derived from organic sources; and shall have a guaranteed analysis of:

Element	Minimum
Nitrogen	16%
Phosphoric Acid	6%
Water Soluble Potash	4%

And shall be applied at such a rate to insure one pound of actual nitrogen per 1,000 square feet of area per application or as approved by the Engineer. Turf fertilizer shall be applied a minimum of three (3) times during the growing season, two (2) times per growing season for other planted areas to maintain healthy, vigorous growing conditions of all plants at all times.

2. Trees and Shrubs – Fertilizer tablets shall be 21-gram size with a guaranteed analysis of, or a departmentally approved equivalent product:

Nitrogen	20.00%
Phosphoric Acid	10.00%
Water Soluble Potash	5.00%
Combined Sulfur	1.60%
Iron	.35%

And shall be applied at the following rate:

One tablet for each one-half inch of tree trunk diameter (tree trunk diameter shall be measured within six inches of the ground line) or three tablets per tree, whichever is greater, inserted up to two feet deep, but not less than 8 inches deep, equidistant round the dripline at the end of March each year.

One tablet for each shrub shall be inserted up to two feet deep, but not less than eight inches deep, near each shrub at the end of March of each year.

N. Tree Work

1. Staff - Any personnel engaged in the pruning of City of Salinas urban forest trees must be authorized to do so by the Director or an Urban Forestry designated representative. All personnel engaged in pruning operations shall do so under the supervision of an International Society of Arboriculture (ISA) Certified Arborist. Prior to approval of any tree pruning operation, it shall be the responsibility of the Contractor to provide the City of Salinas with proof of current ISA Arborist Certification for staff engaged in project supervision. Inspection of project work will be done by Urban Forestry Division staff members, designated by the Director.
2. Schedule – No tree work shall commence before 7:30 a.m. Crews are prohibited from working beyond dusk.

3. Health Maintenance – removal of dead, diseased, or hazardous limbs.
4. Structural – Pruning to maintain the strength and shape.
5. Safety - Prune to prevent wind damage and protect the public or adjacent property. No tree limbs shall protrude into vehicle roadways or streets below fourteen (14) feet from the ground and no tree limbs shall be less than nine (9) feet from the ground overhanging walkway. Clearance shall be as determined by the Engineer in all other areas.
6. General Pruning - No “stubbing” cuts shall be allowed. Any deadwood shall be removed to the point of attachment. Final cuts shall be made in such a way as to retain the bark collar without leaving a stub or cutting into the collar. When removing a dead branch, pruning cuts shall be made outside the callus tissue that has begun to form around the branch. All limbs two inches in diameter or over must be precut to prevent splitting. If splitting does occur, the wound shall be traced.
7. Crown Thinning - Pruning to thin crowns of trees shall be undertaken with the purpose of opening a tree to light, reducing weight on limbs, decreasing the wind sail effect, invigoration of the growth of the tree, and to increase the overall structural stability of the tree. Thinning operations should conform to ISA Standards.
8. Crown Reduction - Crown reduction shall be completed to reduce the overall height and spread of the trees. The goal of this pruning operation is to enhance the structural integrity of the trees designated for the pruning operations. No tree shall have more than 1/3 of the canopy removed in this pruning operation without prior approval of the City Engineer or the designated Urban Forestry staff representative. All crown reduction shall be performed in conformance with the ISA Pruning Standards.
9. Crown Restoration - Structural integrity shall be enhanced through crown restoration pruning. A natural appearing crown shall be developed through pruning which is done to a lateral to control the tree’s growth to wood which is securely attached to healthy wood. It is anticipated that this process is one which requires an initial pruning with additional follow-up pruning’s to direct and accomplish a complete crown restoration project. All crown reduction shall be performed in conformance with the ISA Pruning Standards.
10. Clearance Pruning - Limbs growing in the direction of adjacent structures shall be pruned to minimize conflict with the structures. Lower limbs, suckers, and hanging foliage shall be raised to approximately Fourteen (14) above the street for traffic clearance, and 9 feet above sidewalks and lawns for pedestrian access. Deviation from clearance height requires approval of the Public Works Engineer or designated Urban Forestry staff representative. Immature specimens may require an adjustment appropriate to the individual tree size and stage of growth.

11. Miscellaneous

- a. Pruning sealant or paint is not required, or allowed, on pruning cuts.
- b. Trees which are infected with a disease shall require removal of all infected limbs to a point in the limb at least 6 inches below the diseased area. Any tree found to be fully infected with a disease shall be inspected by the designated Urban Forestry staff member prior to any pruning which would reduce the size of the infected tree substantially or require removal of the tree.
- c. Height – Prune to specific height as directed by the Engineer.

O. Hedge Trimming

1. All hedge and ground cover plants growing in the subject areas shall be trimmed and pruned, as required, to maintain plants in a healthy, growing condition and to maintain plant growth, within reasonable bounds as determined by the Engineer, and to maintain uniform height to prevent encroachment of passageways, walks and streets, and to provide adequate view of signs and vision for vehicular traffic. Dead or damaged limbs or branches, trees or shrubs shall be removed immediately, and all pruning cuts shall be made cleanly with sharp pruning or hedging tools with no projections or stubs remaining. All cuttings, branches, and leaves shall be removed and disposed of before the end of the workday. Traffic signs, cones, etc., shall be used in accordance with City Standards.
2. Site Clean-Up
 - a. General - Throughout all phases of the project, including suspension of work, and until final acceptance of the project, the Contractor shall keep the work site clean and free from litter and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.
 - b. Disposal - All disposal of material generated from the pruning operations is the sole responsibility of the Contractor engaged in the operation. This shall include wood, foliage, and other organic material. Dust and dirt shall be kept to a minimum during the pruning process and shall be removed at the end of each day's operations or at the completion of work at individual sites prior to the Contractor leaving the site. No wood shall be left at the site of work unless prior approval of the Engineer or designated representative has been obtained. The costs of disposal of all wood and other debris generated by the project is included in the cost of the project costs and shall not be declared as additional costs to the project.
3. Signage - The Contractor shall furnish and install all safety street signs, cones, and other facilities, which are necessary to expedite the passage of public traffic through or around the work. This is to prevent accidents, damage, or injury to the public, and to

give adequate warning to vehicle or pedestrian traffic or to the public of any dangerous conditions to be encountered.

4. Sound Control Requirement - The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

P. Trimming Edging

1. All lawns shall be trimmed and edged around irrigation systems, fire hydrants, tree wells, shrub basins, along ground cover, and curbs/sidewalks every week from March through October and every month from November through February.
2. Grass shall be trimmed around sprinkler heads as necessary to provide the maximum water coverage of spray nozzles. Removal of turf from around sprinkler heads will not be permitted.
3. Damage to sprinklers, headers, irrigation and utility boxes, and other structures shall be avoided. All damage to shall be reported to the Engineer's representative and contractor shall make repairs promptly.
4. All debris generated by edging shall be removed from the project site by the end of the working day. All trimming and debris shall be raked from all planted and unplanted areas and shall be disposed of off-site by the Contractor. Costs for same are to be included in the routine maintenance fee.
5. All ground cover shall be trimmed to the inside edge of planting areas when ground cover grows three inches outside planting areas.

Contractor shall exercise care not to spray tree trunks with any chemicals or injure the tree trunk with any chemicals or injure the tree trunks with mechanical equipment. Trim lawn edges or tree wells with power edgers or by hand, but in no case will soil sterilants be permitted.

Q. Mowing

1. Ground cover plants other than lawns, e.g., ivy, hypericum, etc., shall be mowed once each year in the appropriate season to a height of three inches from ground level.

Ground cover plants shall be edged along curbs and planter edges so that no more than 4" of growth extends beyond the planter areas.

2. **PROPOSAL A:** Lawn area shall be mowed at 1½” to 2” height once every week from March through October; once every other week from November through February.

PROPOSAL B: Lawn area shall be mowed at 1½” to 2” height once every other week all year round.

3. Lawns shall be renovated yearly by aerating and/or verti cutting. This shall be done during the spring. If required for optimum water penetration, repeat as needed. Reseed bare areas as needed.
4. All mowing equipment shall be kept in good repair with cutting surfaces sharpened to ensure a clean and effective cutting of grass blades.
5. All mowing equipment shall be free of leaking fluids which would adversely affect the health of turf or other surfaces within the areas of responsibility.

The Contractor shall submit a mowing schedule of days and times for each designated park and landscape site. The Contractor shall maintain the schedule as closely as possible unless a change is authorized or directed by the Maintenance Operations Manager or designee. Should weather or site conditions prove to be prohibitive to the regularly scheduled mowing, Contractor shall contact the Engineer to reschedule the mowing service to a time and date acceptable to the Engineer. The Contractor shall not be compensated for mowing services which have not been provided, either through a regularly scheduled mowing or an acceptable rescheduled dated approved in advance by the Engineer.

In case of equipment failure Contractor shall notify the inspector of the failure immediately and reschedule that week’s service to be completed within two days of said failure upon approval of Inspector.

Turf clippings and debris shall be lifted the same day of each mowing, trimming or edging operation and shall be removed from each district and landscape site. The use of mulching mower blades is acceptable as long as large amounts turf clippings are not impeding on normal turf growth.

R. Hauling

1. Spillage resulting from hauling operations on or across public thoroughfares shall be immediately removed at Contractor’s expense.
2. If the spillage is of a hazardous substance, such as petroleum products, or pesticides, Contractor is required to contact the Maintenance Operations Manager or designee immediately and also prevent the substance from running into storm drains.

S. Playground Inspections

Contractor shall perform daily, weekly, and monthly playground inspections:

1. Daily-This includes checking for broken glass, graffiti, trash, or other foreign objects. Empty all trash receptacles. Check playground for major hazards. Daily cleaning of barbecue pits including emptying ash pales.
2. Weekly-Playgrounds with loose fill surfacing shall have minimum of 12 inches of fill placed under all swings, slides and major play equipment. Keep play area free of vegetation. (No Pesticides or Herbicides allowed in play area.)
3. Monthly- Check all play structures: Footings (loose, cracked), All moving parts for wear, rust, broken or missing parts (s-hooks, grommets, chains), and vandalism. Check all handrails, floors, steps, fasteners for excessive wear or damage.
4. Contractor shall be responsible to secure broken equipment until replacement or repair is completed.
5. Contractor shall report any findings immediately to Engineer.
6. Contractor shall supply daily, weekly, and monthly inspection reports (checklist) to the City at the end of each month for each individual playground. This also includes exercise equipment and horseshoe pits areas.

T. Extra Work (if needed): Palm Tree Maintenance

1. Contractor shall be responsible to maintain the good health and vigorous growing condition of the palms and surrounding planting areas.
2. Condition of Plants: Palms shall be kept free of diseased, dead, or dying fronds. Dried thatch from older leaves shall be cut back to within two (2) inches of the base of the trunk without causing scaring or injury to the trunk.
3. Vigor: All palms shall be maintained in a sound, healthy, vigorous, well foliated condition. They shall be free of disease, insect pests, eggs, or larvae. Palms shall have healthy, well developed root systems. All palms shall be free from physical damage or adverse growing conditions which would prevent healthy growth.
4. Appearance: All palms shall be kept symmetrical without leaning of the trunk from the perpendicular, and so trained or favored in development and appearance, as to be superior in form, compactness, and alignment with the other palms in the planting area.
5. Disease Prevention: Extreme caution shall be used while pruning palms to prevent spread of

vascular diseases. Pruning tools shall be placed in a sterilizing agent before beginning pruning operations and before moving from one palm to another.

6. Palm Fertilizer: Palms shall be fertilized with a palm specific fertilizer, three times a year in spring, summer, and fall. October shall be the last application before soil temperatures drop and roots become less active. The fertilizer shall be slow release in nature. A typical palm specific fertilizer formulation would be 14-5-14. The Contractor shall adhere to the rates indicated on the palm specific fertilizer label. Fertilizers shall be pre-approved prior to applications, by the Director of Recreation-Parks or the designated staff member.
7. Pruning: Care shall be taken when pruning palms not to cut or otherwise injure the terminal bud or any other portion of the tree. Only dead, diseased, or badly damaged palm fronds shall be removed. No healthy fronds shall be removed without authorization of the Engineer or the designated staff member. Leaf removal shall be performed utilizing sterilized, sharp pruning saws. Cuts shall be made flush to the palm trunk without injury to the tree.
8. Irrigation: The Contractor shall be responsible to monitor the palm tree irrigation to ensure health of the tree. A tensiometer or other acceptable tool shall be used to check the rootball moisture as well as the surrounding soil. The Contractor shall be responsible to increase or reduce the amount of water applied to the tree by adjusting the irrigation controller schedule as required or by using supplemental irrigation means such as hoses or water trucks at no additional cost to the contract.

SECTION 9 CONTROL OF WORK

SECTION 9-1 GENERAL

- A. Damages to Existing Facilities – Plant materials, portions of existing structures or facilities, including irrigation systems, which are damaged or altered in any way during the performance of work in this project, shall be immediately repaired or replaced in kind by the Contractor at their expense and in a manner approved by the Engineer.
- B. Emergency Call – Contractor shall respond to emergency calls for matters covered by this contract immediately without additional cost to the City. Contractor shall furnish the department with names and phone numbers of personnel available for emergency call-out purposes.

- C. Lock and Keys - The Contractor shall be responsible for the series of 3 keys assigned to it and shall assign these keys to its personnel for use in maintaining the facilities. The Contractor shall properly use and keep safe all keys or locks issued by the City to the Contractor. The Contractor shall report all lost or stolen keys or locks to the City within 24 hours of discovery. The Contractor shall reimburse the City for the total cost of replacement keys and/or locks that have been lost.

SECTION 9-2 PAYMENT FOR LANDSCAPE MAINTENANCE

- A. Each month, the Contractor shall submit one invoice for payment as described in Section – “Progress Payments”, of these Special Provisions for payment for all work performed during the previous month. Payment shall be made on receipt of said invoice at the contract unit price per month for landscape maintenance of subject areas. Department pre-approval must be granted prior to work which ultimately shall be billed as separate payment items, except in the case of emergency repairs. If the invoice submitted by Contractor exceeds the contract unit price per month for landscape maintenance, Contractor shall also submit invoices verifying the purchase of materials, labor, and a clear description of the location of the installation(s), type of work done, and the date of the work.
- B. The price paid per month for landscape maintenance at each area shall include full compensation for labor, tools, equipment, and materials for landscape maintenance of each area, including weed control, scheduled spraying for insect and disease control, debris and litter removal, removal of dead, damaged, or diseased plant materials, staking and guying, irrigation of plant materials, fertilizer, pruning, edging, trimming, mowing, maintenance, and repair of the irrigation system. The price paid shall not include compensation for repair of irrigation systems when the system malfunctions as a result of Contractor negligence.

At the request of the Engineer, the Contractor shall perform such work or repairs and replacements associated with the maintenance of the area that is not covered under the basic services under the terms of this contract. Extra services shall be performed according to a quotation submitted by the Contractor, approved by the Engineer, or shall be done on a time and material basis. Compensation for extra work shall be made in accordance with the specified amount approved in this contract. No mark-up for handling fees or other fees beyond the basic labor and materials cost is allowable. The Contractor shall obtain written approval from the Engineer before proceeding with the work. The quotation shall show a complete breakdown of all labor and material costs.

- C. Progress Payments - The Contractor shall submit one invoice for payment in proper form to the City for all work performed during the previous month within five (5) calendar days following the last day of the previous month. The invoice shall list the area maintained and the date of the service with a total for all areas maintained during that month. Compensation will not be made for services not provided, as per Work Description. If the invoice submitted by the Contractor exceeds the contract unit price per month for maintenance services, the Contractor shall also submit proof of approval to proceed from Engineer along with invoices of the location and scope of the services provided. The invoice shall indicate the areas in which work was performed, the dates upon which work was done, and the type

of service provided. Work resulting in separate and additional billing requires prior departmental approval before incurring costs.

D. Invoices for payments shall be submitted to:

City of Salinas
Public Works Department
426 Work Street
Salinas, CA 93901

Invoice shall be received within five (5) calendar days following the last day of the previous month.

E. After completion of the term of this contract and of all work called for under the contract and the value thereof, the City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The final payment shall be in no way construed as an acceptance of any defective work. The Contractor agrees that the tender of the final payment by the City and acceptance thereof by the Contractor shall release the City, the Governing Body, the Engineer, and all other officers and employees of the City from any and all claims for liability or further payment on account of work done under the contract or alterations, additions, or reductions thereof.

SECTION 9-3 SCHEDULE OF WORK

- A. Schedule of Work – The Contractor’s schedule for carrying out the work as specified shall be submitted to the Engineer for review and approval prior to the award of the contract by the City. The schedule shall include the time, days, and areas to be maintained.
- B. The Progress and Standard of Quality of Work – The progress and standard of quality of work to be accomplished under this contract shall be of high quality. In the event of unsatisfactory maintenance as determined by the Engineer, Engineer shall require Contractor to correct the unsatisfactory work at no additional cost to the City for expenditures incurred in making the correction.

9-3.01 WORK SCHEDULE

- a. The Contractor shall deliver to the City a complete landscape maintenance weekly work schedule along with the size of work crew and equipment summary sheet, prior to start of the maintenance contract.
- b. The City retains the right to have certain work sites maintained on certain days.

- c. Contractor is expected to have the same maintenance work crew assigned to its work sites at all times on a continuous basis.
- d. Contractor at no time shall leave a work site to complete another sections project,
without having completed the work assignment for that day

SECTION 9-4 INSPECTIONS

- A. Inspections – Monthly inspections of the project site shall be scheduled by the City’s authorized representative. This site inspection shall require that both the Contractor and City representative review the progress and satisfaction of the work product and to plan any work necessary to meet the landscape maintenance. Deficiencies noted during inspections shall be fixed as soon as possible, but in no case will the same deficiency be tolerated on the next monthly inspection.
- B. Should the Contractor fail to correct maintenance deficiencies within the first month of observation by the designated City staff project inspector, a payment reduction of an amount up to 25% of the total monthly maintenance fee may be withheld. In the event the Contractor fails to correct said deficiencies within the next month’s billing period, the City may then retain an additional amount, up to 35% of that month’s regular maintenance fee. Failure to correct deficiencies may result in termination of this contract.
- C. Deficiency Notice the Contractor is required to correct deficiencies within the time specified by the City of Salinas. If the deficiency is not corrected within the time specified by the City, City labor will be called out to complete the work. Such work shall be done on a force account basis with an additional call out charge of \$75.00 per hour for each call-out. Call-out of City forces during off hours, resulting from improper programming of sprinkler controllers, will be charged to the Contractor at time and a half. It also should be noted that there is a minimum two-hour charge for labor on any call-out.

SECTION 10 MEASUREMENT AND PAYMENT

Payment for all labor, materials, tools, equipment, and other appurtenances required for the proper, substantial and complete-in-place project construction for ANNUAL HARDEN DISTRICTS’ LANDSCAPE SERVICES as shown on the Plan and/or outlined in these Special Provisions.

Except for authorized changes in the work, payment for said complete-in-place finished work or improvement shall be made only on the basis of the Contract item of work listed in the Proposal. The various Contract item prices paid for the work required, for ANNUAL HARDEN DISTRICTS’ LANDSCAPE SERVICES, complete-in-place, including full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all the work involved in removing and disposal of various items of materials, provided for in these Specifications and Contract, or required for the proper completion of the work as a whole, for which no separate payment has been provided shall be a supplementary obligation for the Contractor and payment therefore shall be considered included in the price paid for the Contract item of work listed in the

Proposal.

Reference Section 9-1.06 (page 9-11) of the Standard Specifications. Delete the last paragraph on page 9-11 and continuing first paragraph on page 9-12 and substitute the following:

The City shall retain 5% of such estimated value of the work done and 5% of the value of materials so estimated to have been furnished and delivered and unused and furnished and stored as aforesaid as part security for the fulfillment of the Contract by the Contractor.

The Contractor shall submit Subcontractor and/or suppliers' waiver of liens as required under Civil Code Article 8122-8138. The waiver shall be "conditional" before payment and "unconditional" after payment on forms set forth in the statute.

The Contractor shall submit the progress payment pay application to the Engineer for review and approval. The Engineer shall review it within seven (7) calendar days of receipt. The Engineer shall either deny and return the progress payment pay application to the Contractor for correction or recommend approval and forward it to the Agency for processing. The required attachments to the monthly progress payment pay application shall include:

- A. Certified Payroll Reports: All current payroll reports and statement of compliance for the Contractors and all subcontractors (to be completed through the date of pay application).
- B. Daily Reports: All current Daily Reports for the Contractor and all subcontractors and owner operators. Daily reports shall contain the name, classification and detailed task listing of all personnel and equipment, including all subcontractors and owner operators (to be completed through the date of pay application).
- C. Quantity Calculations: Certified quantity calculations to justify all pay quantities and amount requested.
- D. Monthly Schedule: The contractor shall submit an updated, revised construction schedule to the Engineer with each pay application.
- E. Unconditional Waiver of Lien Releases: The contractor shall submit Subcontractor and/or supplier's waiver of liens as required under Civil Code Article 8122-8138. The waiver shall be "conditional" before payment and "unconditional" after payment on forms set forth in the statute.

Failure to provide any of the documents as listed above will result in the Engineer returning the monthly pay application to the Contractor with no action.

Payment for all labor, materials, tools, equipment, and other appurtenances required for the proper, substantial and complete-in-place for the project as shown on the Plans and/or outlined in these Special Provisions.

PROPOSAL A
FOR
LANDSCAPE SERVICES FOR HARDEN MAINTENANCE DISTRICT
SALINAS, CALIFORNIA

FROM:

NAME OF BIDDER: BrightView Landscape Services, Inc.

BUSINESS ADDRESS: 450 Phelan Ave
(Street address)

CITY: San Jose STATE: CA ZIP: 95112

PHONE: (951) 406-5904

RESIDENCE ADDRESS: 450 Phelan Ave

CITY: San Jose STATE: CA ZIP: 95112

PHONE: (951) 406-5904

Honorable Mayor of City Council
City of Salinas
Salinas, California

Gentlemen/Ladies:

Pursuant to the foregoing Notice to Bidders, the undersigned hereby proposes and binds himself/herself on award by the City Council under this Proposal to execute in accordance with such award, a Contract with necessary bonds of which this Proposal, the Notice to Bidders, and the Plans and the Specifications shall be a part, to furnish any and all required labor, material, and services for performing and completing the work set forth in the said Specifications and shown on the Plans accompanying them, within the time hereinafter set forth and at the prices named in this Proposal as follows:

- By checking this box, the Bidder hereby affirms it meets the requirements set forth under Chapter 12 Article III A-Local Purchasing Preference. All Local Contractors must have a Declaration of Local Business Enterprise form filled with the City of Salinas Finance Department.**

**LANDSCAPE SERVICES FOR HARDEN MAINTENANCE
DISTRICT**

The work shall involve the furnishings of all labor, material, equipment, and incidentals to perform the Landscape Maintenance in the Harden District in accordance with the Plan, Specifications and Special provisions. The maintenance district is as shown on the location map and described in detail in Section 7 and 8:

PROPOSAL ITEMS:

Base Bid

Item #1: 36 Months Landscape Maintenance for the Harden Area District \$5,916.66 per month

Total for Base Bid: \$71,000 Per Year

Additive Alternate #1

Note: The estimated hours and dollar amounts requested below do not represent what the contractor may or may not earn through unscheduled work.

Item #2	80 hours x General Gardening Crew Rate	<u>\$ 6,800</u>
Item #3	50 hours x Specialty Irrigation Crew Rate	<u>\$ 7,000</u>
Item #4	\$7,000 x Percentage Markup	<u>\$ 7,700</u>

Total for Additive Alternate #1 \$ 21,500

Total for Base Bid plus Additive Alternate #1 92,499.95

The Additive Alternate total will be added to the annual contract fee for accessing low bid only. The Hourly crew rate quoted shall include all Contractor costs for wages, insurance, overhead and equipment. Fees for materials shall include Contractors lowest/best purchase price, plus tax and markups.

Extra Work Items

Item #5: **GENERAL GARDENING CREW RATE** (Service based on a two-person crew) Provide general gardening services as required (i.e., sprinkler replacement, special cleanups)

\$ 85 Total Hourly

Item #6: **SPECIALTY IRRIGATION CREW RATE** Service based on a two-person crew, Irrigation Technician and Helper). Provide irrigation repair for valves, solenoids, controllers, lateral and main line breaks.

Technician \$ 95 Total Hourly
 Hourly Helper Rate \$ 45 Total Hourly

Item #7: **PLANT PURCHASE AND INSTALLATION PRICE THAT MEET CITY STANDARDS**

1 gallon \$ 25 Total
 2 gallon \$ 35 Total
 5 gallon \$ 87 Total
 10 gallon \$ 110 Total
 15 gallon plant/tree \$ 250 Total
 24-inch box tree \$ 700 Total

Item #8: **PERCENT OF MARKUP ON MATERIALS** – Percentage increase over the lowest / best cost, including Contractor discounts, paid by Contractor for materials approved for replacement or installation 10 %

Item #9: **TREE TRIMMING**

DBH price for removal \$ 95 per inch of DBH Total

DBH price for trimming (Structural Pruning to maintain strength and shape)

\$ 20 per inch of DBH Total

Stump Grinding to a depth of three feet including grubbing and root removal

\$ 12 per inch of DBH Total

Item #10: **ADDITIONAL AREAS TO BE ADDED DURING CONTRACT PERIOD** – Landscaping and additional areas may be added to maintenance site. Addition of said areas would be after plant establishment periods, to include original landscape contractor warranties. Prices shall include both labor and materials.

\$ 488.61 Total Monthly Price per Acre