CITY-WIDE LANDSCAPE SERVICES FOR GREENBELTS, MEDIANS & ROUNDABOUTS AGREEMENT

SALINAS

RICH IN LAND | RICH IN VALUES

City of Salinas
200 Lincoln Avenue
Salinas, California
93901

Contents

1. BACKGROUND 5
2. OBJECTIVE 6
3. SCOPE OF WORK 6
4. PROPOSAL SCHEDULE 6
5. EVALUATION AND SELECTION CRITERIA 7
6. PROPOSAL FORMAT AND CONTENT 8
7. DIRECTIONS FOR SUBMITTING THE PROPOSAL 10
8. INQUIRIES 11
9. DISCRETION AND LIABILITY WAIVER 11
10. PROPOSERS RESPONSIBILITIES 12
11. SAMPLE AGREEMENT 12
12. BOND REQUIREMENTS 12
13. TERM OF THE CONTRACT 12
14. LICENSE REQUIREMENTS 12
15. SUBCONTRACTING 13
16. GENERAL REQUIREMENTS / PROVISIONS 13
17. EXAMINATION OF SPECIFICATIONS, CONTRACT AND SITE OF WORK 14
18. ADHERENCE TO ALL LOCAL, STATE AND FEDERAL LAWS AND REQUIREMENTS 15
19. CONTRACTOR'S RESPONSIBILITIES 15
A. GENERAL CONDUCT 15
B. KEY PERSONNEL 16
C. SUPERVISORS AND PROJECT MANAGER 16
D. WAGE DETERMINATION 16
E. PERSONAL ATTIRE AND EQUIPMENT 17
F. PUBLIC CONVENIENCE AND SAFETY 17
G. NONDISCRIMINATION 18
H. PAYMENT 18
I. RESPONSIBILITIES AND MAINTAINING TRAFFIC 20
J. DESCRIPTION OF PROJECT 21
K. DETAILS – ORDER OF WORK AND QUALITY ASSURANCE 25
L. LEGAL 26
M. WATERING 26
N. HOURS OF WORK 28
O. ARBITRATION 28
P. NOTICE OF POTENTIAL CLAIM 29
Q. PRESERVATION OF PROPERTY AND CLEAN UP 30
R. ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS 31
S. WEED CONTROL 33
T. INSECT AND DISEASE CONTROL 34
U. GROUND SQUIRREL, GOPHER AND OTHER RODENT DAMAGE CONTROL 35
V. DEBRIS, GRAFFITI AND LITTER REMOVAL 35
W. STAKING AND GUYING 35
X. INCLEMENT WEATHER 35
Y. FIRE PREVENTION 36
Z. UNDERGROUND EXCAVATIONS 36

20. FERTILIZING 36
21. TREE WORK 37
22. HEDGE TRIMMING / TRIMMING EDGING / MOWING 38
23. TEMPORARY TRAFFIC SIGNAGE 40
24. CONTROL OF WORK 40
25. CONFIDENTIALITY 41
26. EX PARTE COMMUNICATIONS 41
27. CONFLICT OF INTEREST 42
28. CONDITIONS TO AGREEMENT 42
29. DISQUALIFICATION QUESTIONNAIRE 42
ATTACHMENT A: LOCATION MAPS 43
Abbott Street Medians & Hardscape 44
Westridge Medians & Hardscape 45
Blanco Road, Kipling St & Alisal Soundwall 46
Alisal Underpass 47
Market St Underpass / Front St / Alisal to Sherwood 48
Sanborn to Blanco Rd at Abbot St 49
Sanborn Rd, Abbot St to Alisal St 50
Sanborn Circle – Garner Islands 51
Natividad Rd, Maryal – E Laurel 52
Natividad Rd, E Laurel to Leslie 53
Natividad Rd, Leslie Dr to Boronda Road 54
N Main, Bernal to Alvin Drive 55
N Main Islands – Alvin Drive to E Boronda Road 56
Boronda Road, N Main to San Juan Grade & Lowes & Islands 57
E Laurel Drive Islands, Natividad Road to N Sanborn Road 58
Alvin Drive, Off N Main Street 59
Falcon & Buckhorn Open Lot 60
Larkin Street / Davis Road Soundwall 61
N 4th Street / Curtis Street 62
Davis Road, Blanco Rd to E Market St Exit 63
W Rossi St Between Davis Rd – Sansome St and Greebelt off Sansome St 64
Greenbriar – Sansome St Green Area 65
Davis Road – Rossi to E Laurel (Part 1) 66
Davis Road – Rossi St to E Laurel Dr (Part 2) 67
Davis Road – Rossi St to E Laurel (Part 3) 68
John St – Work St Island 69
Linwood Drive – Median between E Laurel & Rainier 70
Main St – Across from Bataan Park 71
W Market Island S Main & Lincoln 72
Skyway Blvd – Alisal St Roundabout 73
Airport Blvd, HWY 101 Interchange 74
San Miguel Island – Off S Main St to Pajaro 75
Sanborn Rd – E Laurel Dr to Del Monte Ave 76
Example of Bulb Outs on E Market St 77
Vets Park Trail 78
ATTACHMENT B: SAMPLE AGREEMENT 79
ATTACHMENT C: INSURANCE REQUIREMENTS 81
ATTACHMENT D: PRICING PROPOSAL FORM 84

ATTACHMENT D-1: QUESTIONNAIRE 87
ATTACHMENT D-2: DISQUALIFICATION QUESTIONNAIRE 89
ATTACHMENT E: DECLARATION OF LOCAL BUSINESS ENTERPRISE FORM 90
ATTACHMENT F: PAYMENT BOND 92

1. BACKGROUND

The City of Salinas was incorporated in 1873 and has served as a "full-service" city for more than 150-years. With more than 600 employees, Salinas has its own libraries, recreation centers, parks, police headquarters, fire stations, and offices. These facilities are scattered throughout the 13 square miles of incorporated boundaries, that sits at the intersection of State Highways 101, 68 and 183. Salinas is 14 miles east of the Monterey Bay, and one hour south of San Jose.

The City of Salinas, County of Monterey, State of California (hereinafter referred to as "City"), invites sealed Proposals for the following work to be completed according to the terms and provisions outlined in this Request for Proposals (RFP). The City is currently considering contracting landscape services for various locations within the City limits and is open to accepting proposals that include chemical weed abatement as well as mechanical weed abatement. The number of locations is subject to change and the City reserves the right to either add or delete locations, square footage and/or frequency of services(s). The successful contractor will be required to provide quality service with minimal call backs for service.

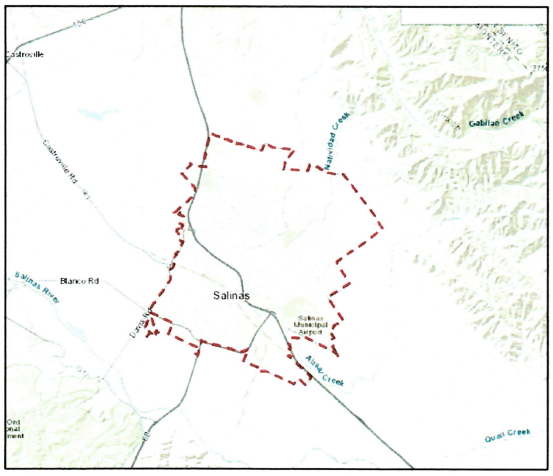
All contractors are required to register as a "Prospective Bidder" for this project on the Planet Bids Vendor portal website when submitting a proposal and shall maintain their status as "Bidder" throughout the procurement process; Contractors that fail to do so shall be disqualified. Prospective Bidders are permitted to access and download all information and documents available for the work on the Planet Bids website. Only registered "Prospective Bidders" for this RFP will automatically receive updates, notifications, and addenda when issued; However, it is the Contractor's responsibility to the ensure that the forgoing have been received.

Contractors can register as a "Prospective Bidder" in one of two ways:

1. For **FREE** through Planet Bids Vendor Portal for the City of Salinas at https://www.planetbids.com/portal/portal.cfm?CompanyID=22949
2. Directly via Planet Bids' website for a FEE at https://vendorline.com/register and sign up for City of Salinas' bid opportunities. The link "View Current Construction Projects Out for Bid" on the City of Salinas website listed below will take you to the registration page on the Planet Bids Vendor Portal for the City of Salinas website: https://www.cityofsalinas.org/our-city-services/public-works/engineering/construction-projects

For assistance in downloading the documents, contact Planet Bids online or by calling 818-992-1771.

LOCATION MAP



2. OBJECTIVE

The purpose of this RFP is to establish the standards for the green maintenance of the median island landscaped areas within the City of Salinas. The intent of these terms/standards are to obtain on-going landscape maintenance services to ensure the long-term health and visual attractiveness of the City's landscaped facilities.

3. SCOPE OF WORK

The work covered in this RFP includes furnishing all labor, equipment, supplies and supervision necessary for complete landscape maintenance for Greenbelts, Medians & Roundabouts in accordance with the terms in this RFP and the City Standard Plans and Specifications.

It shall be understood that in addition to these services, all tasks incidental to contracted functions not specifically listed but normally included in general landscape practices will be provided. Maintenance of landscaping shall include, but not limited to, trimming, pruning, irrigation repair/monitoring, fertilization, weed control, cultivation, rodent control, watering, plant replacements, and cleanup of drainage facilities using green landscape maintenance procedures. The City supports the use of non-hazardous cleaning agents and other safety and environmentally conscious practices. The City will consider innovative solutions and alternatives that will best accomplish the desired outcome. Landscape maintenance location maps can be found in **Attachment A**.

4. PROPOSAL SCHEDULE

The following schedule has been established for this RFP. The City of Salinas reserves the right to modify this schedule if it is in its best interest to do so. Notice of changes shall be posted on Planet Bids via an Addendum to the RFP.

TASK	DATE
Release of RFP	March 24, 2022
Deadline to Submit Questions	April 12, 2022
Responses to Questions Posted on Web	April 19, 2022
Proposals Due	**April 26, 2022 @ 2:00PM PST**
Evaluation & Interviews (If needed)	May 9 – May 20
City Council Award of Agreement	June 14, 2022
Contract Work Begins	July 1, 2022

Dates are subject to change.

5. EVALUATION AND SELECTION CRITERIA

The City will review all submittals and make a recommendation based upon the established evaluation criteria. After the proposals have been evaluated, if necessary, the highest ranked contractors will be interviewed. The City reserves the right to award this contract not necessarily to the contractor with the lowest cost proposal, but to the contractor that provides the best overall match to the service specifications, and which best serves the interest of the City. All contractors submitting a proposal will be notified in writing or via email as to their status in the selection process.

Proposals will be evaluated based on the following criteria:

A. 25% - Qualifications of Entity and Key Personnel – Includes the ability to provide the requested scope of services, the contractor's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size and references.
B. 10% - Approach to Providing the Requested Scope of Services – Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.
C. 50% - Price Proposal – Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in **Attachment D**
D. 15% - Innovative and/or Creative Approaches – Does the proposal seek efficiencies, safety, and other innovative ways to providing the services that provide additional efficiencies or increased performance capabilities.

Local Purchasing Preference: In accordance with Section 12-28.050 and Section 12-28.060 of the Salinas Municipal Code, contractors that qualify as a local business enterprise shall receive a credit of five percent (5%) of the total points. If applicable, contractors should fill out and submit **Attachment E-Declaration of Local Business Enterprise form**.

The City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Contractor or withdraw the RFP.

The City reserves the right to award the contract to a responsible, responsive Bidder. The City further reserves the right to award or reject any or all proposals depending on available funding.

6. PROPOSAL FORMAT AND CONTENT

So that competing proposals can be compared equally, contractors must assemble their proposals in strict adherence to the layout requirements. Failure to follow all proposal layout requirements may result in disqualification of your proposal for being nonresponsive.

Proposals should be brief and concise, devoid of extraneous material and promotional information. They should be in sufficient detail to allow a thorough evaluation of the plan of work and its correlated costs.

The proposal must be assembled in the following order, with tabs separating each section:

COVER LETTER - Proposals shall be introduced by a cover letter signed by an individual authorized to bind the proposing entity. This letter should convey the company understanding of the contract scope and deliverables and the approach to successfully perform the required landscape maintenance services. The signature of an authorized representative must appear on the cover sheet of the contractor's proposal. The signature shall be interpreted to indicate the contractor's willingness to comply with all the terms and conditions set forth in this solicitation unless specific written exceptions are noted.

PROPOSAL QUESTIONNAIRE – Provide a signed Questionnaire. Refer to Attachment D1.

QUALIFICATIONS - The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
2. A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this RFP.
3. For private Proposers, provide at least three references that received similar services from your firm. The City has the right of contact any of the organizations or individuals listed. Information provided shall include:
    a. Client Name
    b. Project Description
    c. Project start and end dates
    d. Client project manager name, telephone number, and e-mail address.

4. Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.
5. Submit a list of contracts that have not been renewed or have been terminated in the past five years. List names, addresses, telephone number and contact persons.
6. If contractor or individual is totally or partially owned by another business organization that will be providing services, supplies, material or equipment to contractor or in any manner does business with contractor under this agreement, a detailed statement of the aforementioned should be included in the proposal.

STAFFING - Provide a list of individuals who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual.

Submit the primary contacts (and management hierarchy/organization chart) that will be available for all aspects of the work. Include contacts for customer service and senior management. Identify the management staff to be assigned to this project and their relevant experience and qualifications to landscape maintenance services similar in nature. Provide the number of full-time employees and the number of part-time employees performing the landscape maintenance services as of the date of submission of your response to this RFP.

METHODOLOGY SECTION - Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail

    a. the methods, including controls by which your firm or entity manages projects of the type sought by this RFP;

    b. methodology for soliciting and documenting views of internal and external stakeholders;

    c. and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of this contract.

3. Detailed project schedule, a work plan, products, staffing, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.

4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be in order to complete the tasks specified in the Scope of Work.

5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.

6. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City.

7. Submit approach and understanding of requirements. Provide a detailed transition plan to begin services within 30 days after contract award.

8. Provide a detailed list of type and quantity of equipment that will be utilized at each location in the performance of this contract. The submitted equipment shall be kept current and operating in all locations at all times for the life of the contract.

9. Provide the number of full-time employees and the number of part-time employees performing the landscape maintenance services as of the date of submission of your response to this RFP.

10. Detailed written work plan, which shall include the following:

    a. Backup staffing plan to cover absenteeism, vacations, etc.;
    b. The number and level of supervisors proposed;
    c. The type and quantity of equipment to be used per site;
    d. Provide an employee handbook or supporting documents that details employment benefits for janitorial employees such as paid holidays, vacation time and accrual rates, health benefits and any additional benefits that are available.
    e. Provide information on your safety program and how employees are trained.

PRICING PROPOSAL FORM – All Proposers are required to use the forms in **Attachment D** to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

INSURANCE COVERAGE – All Proposers must include in their proposal a written statement acknowledging they can provide all the insurance required in the Insurance Requirements section as referenced in the attached Certificate of Insurance Requirements **Attachment C**.

7. DIRECTIONS FOR SUBMITTING THE PROPOSAL

Submit an electronic copy of the proposal Package electronically via the Planet Bids website in sufficient detail to allow for thorough evaluation and comparative analysis**, no later than 02:00 P.M. Pacific Standard Time on Tuesday, April 26, 2022.** Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

This RFP does not commit the City to enter into an agreement or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Salinas. If any proprietary information is contained in the proposal, it should be clearly identified.

The firm submitting a Proposal and all Subcontractors must have a valid City of Salinas business license before the commencement of work.

8. INQUIRIES

All questions about the meaning or intent of the RFP documents shall be submitted to the City of Salinas through the project page on the Planet Bids website. Replies shall be issued by Addenda electronically online through the Planet Bids Vendor Portal website and ONLY to firms who are registered "Prospective Bidders" for this project.

QUESTIONS RECEIVED LESS THAN 10 CALENDAR DAYS PRIOR TO THE DATE OF THE OPENING BIDS SHALL NOT BE ANSWERED.

Only questions answered by Addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

9. DISCRETION AND LIABILITY WAIVER

The City reserves the right to reject any or all proposals or to request and obtain from one or more contractor's submitting proposals, supplementary information as may be necessary for City staff to analyze the proposals pursuant to the consultant selection criteria.

The City is not liable for costs incurred by contractors for the cost of the proposal. Contractors submitting a response to this RFP waive all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. All proposals shall be binding for a period of 180 days after the proposal due date. The City also reserves the following rights and options with respect to this RFP:

1. To re-issue this RFP with or without change or modification, at any time prior to the City's execution of a Services Agreement pursuant to this RFP;
2. To cancel this RFP with or without issuing another request for proposals;
3. To supplement, amend, substitute or otherwise modify this RFP at any time prior to the City's execution of a Services Agreement pursuant to this RFP;

4. To waive informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the City's sole judgment, material to the proposal;
5. To request modification of some or all of the proposals following evaluation by the City;
6. To request clarifications of any proposals;
7. To negotiate simultaneously, or otherwise, with one or more Respondents; and
8. To discontinue and resume negotiations with one or more Respondents

10. PROPOSERS RESPONSIBILITIES

Square footage is not the primary indicator of required service levels; proposers should fully review the specific performance schedule for each location listed in **Section 19-K Description of Project.** By submitting a proposal, the Contractor acknowledges it has evaluated the required services and can perform such services as indicated in this RFP. The proposer, if awarded the contract, accepts the premises in their present physical condition and agrees to make no demands upon the City for any improvements or alterations thereof.

11. SAMPLE AGREEMENT

For the contractor's information, a sample copy of the standard Services Agreement is included to this RFP as **Attachment B**. By submitting a proposal, the Contractor agrees to be bound by the requirements under this Agreement.

12. BOND REQUIREMENTS

The awarded contractor will be required to post a Labor and Material bond for 100% of the annual contract value, and it shall remain in place for the duration of the contract.

13. TERM OF THE CONTRACT

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

14. LICENSE REQUIREMENTS

Contractor shall possess a Type "C-27, Type C-61/D-49" license or other license qualifying the Contractor prior to submitting the proposal, and the license must be valid prior to award and throughout the contract term as approved by Council.

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 Section70239.1 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.

For any monies earned by the Contractor and withheld by the City of Salinas to ensure the performance of the Contract, the Contractor may, at his/her request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Section 22300 of the Public Contracts Code of the State of California.

All Contractors (prime and subs) must possess and maintain such registration with the Department of Industrial Relations ("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://efiling.dir.ca.gov/PWCR/Search.action

A proposal shall not be accepted, nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Labor Code Section 1771.1

This work is subject to compliance monitoring and enforcement by the DIR.

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.

15. SUBCONTRACTING

The Proposing firm shall submit the list of subcontractor(s) with the Proposal.
No portion of the work covered by these RFP can be subcontracted or assigned without prior approval of the City.

16. GENERAL REQUIREMENTS / PROVISIONS

The contractor is responsible for the landscape maintenance in accordance with this RFP and the City's 2008 Edition, City of Salinas Standard Plans and Specifications (https://www.cityofsalinas.org/file/847/download).

The intent of this RFP is to define the landscape maintenance service requirements for various locations owned and operated by the City of Salinas included. The description of each service area is to be used as a guideline. The description does not attempt to describe every detail or feature of the location that is to be maintained by the contractor. These 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 number of trees, lawn, shrubs, and other items/areas to be maintained. Discrepancies between the RFP and the items in the field shall be brought to the attention of the City. Additional payment for said discrepancies shall not be allowed.

For all services described, unless excluded by the City in description of services, the City shall consider prices to include all labor, equipment, fees of any kind, overhead, insurance, fuel,

materials, surcharges, disposal fees, and any other costs associated with and necessary for the firm to perform such service. No qualifications, exemptions, or alterations of services shall be allowed. Failure to comply shall result in disqualification of proposal.
Notwithstanding any other provisions of this proposal, the Contractor warrants that the services, equipment, and supplies furnished shall be of the best quality as specified.

The City may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the City all information requested for this purpose.

Deficiency Notice:
The Contractor will be 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 crews 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.

17. EXAMINATION OF SPECIFICATIONS, CONTRACT AND SITE OF WORK

The Contractor shall examine carefully, the site of work contemplated. The submission of a proposal shall be conclusive evidence that the Contractor 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 RFP.

Contractors cautioned to make such independent investigation and examination as he/she deems necessary to satisfy himself/herself as to conditions to be encountered in the performance of the work and with respect to possible local material sources, the quality, and quantity of material available from such property, and the type and extent of processing that may be required in order to produce material conforming to the requirements of these Special Provisions.

UNSCHEDULED / EXTRA WORK RATES
Contractor is to furnish the City of Salinas, hourly rates for unscheduled landscape maintenance work.

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 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 City 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.

1. Contractor may not change the regular maintenance schedule or work force to perform unscheduled/extra work unless authorized by the City.
2. In order to be considered for extra work projects both in and outside of their contracted site, the Contractor must maintain its landscape maintenance site in a manner that meets or exceeds City Standards for landscape maintenance. In all cases, the City will determine standards.
3. Prior to performing any additional work, the Contractor shall give a verbal or written estimate of labor and materials to the City. No work shall commence without a verbal or written estimate. Within 48 hours of verbal or written authorization from City, 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.
4. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City 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.
5. 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 as 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 contractor's invoice for said repair and replacements.
6. City shall authorize verbally or in writing, any unscheduled work prior to work being done.
7. Contractor will submit a written quote, detailing materials and labor charges used for extra work. The City will generate a work order, which authorizes the contractor to submit an invoice for work performed.

18. ADHERENCE TO ALL LOCAL, STATE AND FEDERAL LAWS AND REQUIREMENTS

The Contractor shall adhere to all current applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, California Department of Industrial Relations, the California State Department of Health Services, FED-OSHA, and EPA.

19. CONTRACTOR'S RESPONSIBILITIES

A. GENERAL CONDUCT

Contractor shall be responsible for, but not limited to, the following:

1. Adherence to schedules
2. Maintenance or replacement of cleaning equipment
3. Notifying city of any personnel changes
4. Training of new personnel

B. KEY PERSONNEL

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

C. SUPERVISORS AND PROJECT MANAGER

The contractor shall provide qualified English-speaking supervision in all areas of operations. The Supervisor shall work with City of Salinas personnel in planning and scheduling work for completion of tasks. The Contractor shall furnish only employees who are authorized, competent and skilled for work under this contract. Two working supervisors are required during all shifts. The working supervisors shall verify completion of tasks prior to releasing contractor's personnel each day

The Contractor shall designate in writing to the City's Project Manager, the name of the person assigned as the Contractor's Project Manager with full authority to administer the terms of this Agreement. The Contractor's Project Manager shall have the capability to receive complaints by telephone or e-mail to facilitate timely corrective actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Contractor's Project Manager. This representative shall be available Monday through Friday 7:30 a.m. through 5:00 p.m.

D. WAGE DETERMINATION

All wage scales shall be in accordance with applicable determinations made by the Director of the Department of Industrial Relations ("DIR") 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 DIR are available on the website address http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm They shall apply to the Construction Contract and all Subcontractors thereunder.

The wage rates determined by the Director of DIR 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 DIR, 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.

Contractors and subcontractors will be required to submit weekly payroll records to the City. 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 **Section XXx** of this RFP. **No other forms shall be accepted.**

E. PERSONAL ATTIRE AND EQUIPMENT

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 or red colored uniforms are not acceptable.

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.

Contractor shall be aware of and shall comply with all City ordinances governing landscape maintenance work as applicable to individual locations being maintained.

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.

Requirements:

1. Supervision: The foreman shall directly supervise the work force at all times. Notify City of all changes in supervision.
2. Identification: Provide proper identification at all times for landscape maintenance firm's vehicles and labor force.

F. 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 City.
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 this RFP.

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.

G. NONDISCRIMINATION

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.

H. PAYMENT

Each month, the Contractor shall submit one invoice for payment for all work performed during the previous month. 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.

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 City, 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 City, 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 RFP. 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 City before proceeding with the work. The quotation shall show a complete breakdown of all labor and material costs.

Monthly 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. 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 City 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

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 required attachments to the monthly progress payment pay application shall include: 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) and Quantity Calculations: Certified quantity calculations to justify all pay quantities and amount requested.

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 or outlined in this RFP.

After completion of the term of this contract and of all work called for under this RFP 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.

I. RESPONSIBILITIES AND MAINTAINING TRAFFIC

The Contractor shall comply with the requirements of CAL-OSHA, the applicable provisions of local, state, and federal regulations governing the project work.
Whenever immediate action is required to prevent impending injury, death, or property damage, and precautions which are the Contractor's responsibility have not been taken and are not expected to be taken, the City may, after reasonable attempts to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or becoming due from the City. City action or inaction under such circumstances shall not be construed as relieving the Contractor of his/her surety from liability.

The Contractor shall notify the Police, Fire, Traffic, Monterey-Salinas Transit, Engineering Department of jurisdictional agencies involved, affected property owners and businesses, and news media (radio, TV, newspaper) at least ***48 hours*** in advance of any work that will delay traffic. The Contractor shall cooperate with local authorities relative to handling traffic though the area and shall make his/her own arrangements The Contractor shall also be responsible for compliance with additional public safety requirements which may arise during construction. He/she shall exercise special caution against dangerous conditions, and shall provide, install, and maintain temporary barricades and fencing as may be necessary to protect the public. All traffic control devices shall be in place and operational prior to beginning work or different phases throughout the contract. Within the area of work barricades, signs, lights, flashers, and other safety devices shall be used by the Contractor to direct vehicular and pedestrian traffic. During any day between 9:00 a.m. and 3:30 p.m., the Contractor may limit traffic to one lane in each direction with approved traffic control measures, unless otherwise directed by the City. Within the area of work barricades, signs, lights, flashers and other safety devices shall be used by the Contractor to direct vehicular and pedestrian traffic. Unless otherwise directed by the City, the Contractor shall maintain pedestrian and two-way vehicular traffic on the streets at all times. **Closing of any streets will not be allowed.** Traffic safety devices shall be in good repair at all times. Traffic safety devices in need of repair or paint shall be removed immediately from the project on order of the Project Inspector. Upon completion of work, the Contractor shall promptly remove all signs and warning devices.

The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with water or other means as necessary including weekends, holidays, and any other times as necessary. No mud or cement slurry resulting from saw cutting is to be washed into catch basins. Cleanup expenses to the City at job site due to the Contractor's failure to comply with this RFP will be charged to the Contractor. The use of water which may result in mud on public streets will not be permitted as substitute for sweeping or other materials. Payment for dust control shall be considered as included in the various pay items and no additional compensation shall be allowed, therefore.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

Whenever vehicles or equipment are parked within six feet of a traffic lane, the shoulder area shall be closed with florescent traffic cones or portable delineators place on a taper in advance of the parked vehicles or equipment and along the roadway at 25-foot intervals to a point not less than 25 feet past the last vehicles or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be place whereas directed by the City.

All traffic cones used on the project shall conform to the requirements for fluorescent traffic cones in State Standards. The top of fluorescent traffic cones used in the work during the hours of darkness as defined in Division 1, Section 280, of the California Vehicle Code, shall be covered by a 7-inch flexible vinyl reflective cone sleeve. The entire cost of furnishing all flagmen will be borne by the Contractor.

J. DESCRIPTION OF PROJECT

The project shall involve the furnishing of all labor, material, equipment, and incidentals to perform the landscape maintenance of greenbelts, medians & roundabouts in accordance with the City of Salians Standard Specifications and this RFPs special provisions. The maintenance locations are as shown on the location maps in **Attachment A** and described as follows:

SITE DESCRIPTION

Abbott Street Medians and Greenbelts

1. All median strips plantings from corner of North Abbott Street/John Street to corner of South Abbott Street/East Blanco Road/South Sanborn Road. Tree well areas as well as medians will receive hedge trimming and weed and trash abatement as described in Section S-Weed Control. Tree work in this area will be considered Extra Work.
2. Islands on Abbott from Sanborn Road south towards Harkins Road will require weed and trash abatement on a monthly basis.

Westridge Street Landscape Maintenance Limits of Work

Consider all aspects of landscape maintenance in this area. Landscape along business side is the responsibility of the landowner.

1. All landscaped Islands on North Davis Road from Laurel Drive to Auto Center Circle & Boronda near Ford Dealership open area.
2. Landscaped area along east side of North Davis Road from Laurel Drive to Auto Center Circle & Boronda Near Ford Dealership open area.
3. One Island on North Davis Road South of Laurel Drive

4. Southeast corner of Laurel Drive, C/O Laurel Drive and North Davis Road
5. Southwest corner of Laurel Drive, C/O Laurel Drive and North Davis Road
6. Island on Westridge Parkway between North Davis Road and Brooks Road
7. Easement along west side of Brooks Road, from Westridge Parkway south 580 feet
8. Watering (Defined in section 19-N) required within the median area and the east side along the Westridge Area.

Blanco Rd. Landscape Maintenance Limits of Work

To be hedged and pruned four (4) times per year in February, June, September, and November. Watering service (Center Island Grass Areas), rodent control, and a consistent mow schedule of every other week.

Between Padre and Davis Road. This includes Los Olivos Island; the one block of sound wall along Alisal Street and Davis Road along from Blanco Road to Ambrose Drive.

1. Includes trimming of all shrubs, tops, and sides and back of all shrubs. Trimming of plants on sound wall. Trim plants on center medians.
2. Trim ivy back off curbs as far back as possible on center medians and from around base of plants. Trim tops of ivy in areas where needed. Trim ivy so it does not grow up trees.
3. Debris to be removed from work site. Refer to Section 19-V for debris removal requirements.

Kipling Street – Between Los Olivos Drive and Primavera Way

1. This section includes trimming of all shrubs, tops, and sides and back of all shrubs. Trimming of plants on fence.
2. Trim ivy back off curbs as far back as possible and from around base of plants. Trim tops of ivy in areas where needed. Trim ivy so it does not grow up trees. Debris to be removed from work site. Refer to Section 19-V for debris removal requirements.

Underpass Landscape Maintenance Limits of Work

These areas need full pruning and hedging three (3) times per year in March, July and November. Trash and weed abatement need to be monitored on a regular basis of every two (2) weeks.

1. West Alisal Street between Front/Prader Streets, medians and planted slopes
2. Market Street from Pajaro Street medians and planted slopes
3. Front Street/Alisal Street to Sherwood Drive medians and planted slopes

Sanborn Road Landscape Maintenance Limits of Work

These areas need full pruning and hedging three (3) times per year in March, July and November. Trash and weed abatement shall be monitored on a regular basis of no less than every two (2) weeks.

1. Sanborn Road medians between John Street and Blanco Circle including the Blanco Circle median that ends at Monterey County Property line.
2. Sanborn Place side medians from Sanborn Overpass to Highway101- Deposed Granite areas and tree areas.

Natividad Road Landscape from Triangle at Bernal & Sherwood to Boronda Road

These areas need full pruning and hedging three (3) times per year in March, July and November. Trash and weed abatement need to be monitored on a regular basis every two (2) weeks. Mowing center islands will be every other week from East Laurel to Leslie Drive.

1. Natividad towards Boronda along the Fence and sound wall area to Emerald Way.
2. Natividad Median Islands- from East Laurel Drive to Leslie Drive.

Watering services will be required for the middle islands. Refer to Section 19-N Watering.

North Main from Bernal Drive to Boronda Road

1. Median Island from Bernal Drive to East Laurel Drive
   Area requires mowing every other week. Small grass area nearest Bernal and North Main. Hedge trimming and edging will be required three (3) times per year in March, June, and November. Weed, debris and trash abatement will be completed every two (2) weeks. Section 19-N Watering is required in this area.
2. Median Island from East Laurel Drive to Boronda Road
   Area is predominantly hard scape. Trash and weed abatement every two (2) weeks. Planted medians will be trimmed two (2) times a year in April and October.
3. Median Island area from Chaparral Street between North Main Street and North Main Drive
4. Decomposed Granite area weeds and trash monitored every two (2) weeks.

Boronda Road from San Juan Grade Road to End of Lowes Property line.

1. Sidewalk Landscape and Center Island. Boronda Road from San Juan Grade to opening at Dartmouth. Requires regular landscape hedging and edging service four (4) times a year in February, May, August, and October. Section 19-N Watering service required. Weed and trash abatement every two (2) weeks.

East Laurel from Natividad to Sanborn Road

1. All Center Island landscaped areas. Requires regular landscape hedging and edging services four (4) times a year in February, May, August, and October. Section 19-N watering service required. Weed and trash abatement every two (2) weeks.
1. Skyway Boulevard/Alisal Street Roundabout Irrigation maintenance included in this location .30 acre
2. Work Street/ John Street Island and Work Street/ Sanborn Road median islands

Airport Boulevard and US 101 Interchange Maintenance Areas

The following locations will require shrub hedging and pruning three (3) times per year in February, June and October and weed, debris and trash abatement on a monthly basis.

1. Airport Boulevard and Terven Avenue Median Island 75'x150'
2. Airport Boulevard /North Side described by 3 areas that differ in measurements. Starting at the Elks Lodge continuing towards Highway 101
3. 1-Airport Boulevard North Side starting by Elks Lodge 51'x330'
4. 2-Airport Boulevard North Side continuing towards Highway 101 45'x110'
5. 3-Airport Boulevard North Side continuing towards Highway 101 30'x465'
6. Airport Boulevard /Moffett South Side 20'x211'
7. Airport Boulevard /Roy Diaz South Side 30'x240'
8. Roy Diaz Street along drainage ditch (East Side 9'x2000') Section 19-N watering service required in this location.
9. Roy Diaz Street (Westside) 25'x300'

Misc.

The following locations will require Shrub hedging and trimming three (3) times per year in February, June, and October and Weed, Debris and Trash abatement on a monthly basis.

1. Alvin Drive between North Main Street and just past Christensen Avenue 16,550 sq. ft.
2. Open Lot- Falcon & Buckhorn. Mow and trash abatement two (2) times a year in March and July.
3. Larkin Road /Davis Road greenbelt along fence 5,150 sq. ft.
4. North 4th Street and Curtis Street 1080 sq. ft.
5. Davis Road between Blanco Road to Market Street greenbelt 1 acre
6. North Rossi Street between Davis Road and Sansome Street including 200 feet along sound wall on Davis Road 5926 sq. ft. Greenbriar area off Sansome Street at the end of Greenbriar undeveloped land. Greenbriar open area will require mowing two (2) times a year in March and July.
7. Davis Road between Rossi Street and Laurel Avenue greenbelt and median island
8. John Street and Work Street median 400 sq. ft.
9. Linwood Drive median between Alvin Drive and Reata .20 acre
10. Main Street and West Market Street underpass greenbelt, slope planting across from Bataan Park .25 acre
11. West Market Street between South Main Street to just pass Lincoln Avenue median .10 acre
12. Del La Torre Street along Hwy 101 9'x930'

The following locations will require weed, debris, and trash abatement on a monthly basis.

1. San Miguel between Pajaro Street and South Main Street median .10 acre
2. Sanborn Road between Del Monte Avenue and Laurel Drive .20 acre

3. East Market Street from Kern Street towards Sanborn Road, and bulb out islands along the curb.

The following locations will require mowing, a minimal of 15 feet on each side of the bike path four(4) times per year to occur in March, June, August, and November.

1. Below Vets Park to the exit of the bike path at Safeway parking lot.

K. DETAILS – ORDER OF WORK AND QUALITY ASSURANCE

All work under shall be scheduled, coordinated and executed as necessary to meet the frequency of maintenance listed in the RFP. All operations shall be coordinated to eliminate any possibility of damage, or unnecessary removal, replacements and/or modifications to existing facilities or to facilities maintained under this project.

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.

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 City (except as specified herein), to assure all work is being done per this RFP.

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 City.

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.

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.

L. LEGAL

The Contractor shall provide necessary safeguards and shall exercise caution against injury or defacement of any existing site improvements and plantings. The Contractor shall be responsible for any damage resulting from his/her operations and shall repair or replace such damage at his/her own expense. No trucks or vehicles of any kind shall be allowed to pass over area unless adequate protection is provided. Unless designated otherwise, all existing improvements shall be repaired or replaced, in kind, at the Contractor's expense.

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

M. WATERING

Full compensation for developing water supply shall be considered as included in the prices paid for the work involving the use of water and no separate payment will be made. Where applicable, City of Salinas Code Chapter 36A Water Conservation will take priority.

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.

IRRIGATION OF PLANT MATERIALS

All planted areas shall be watered deeply as weather conditions require to promote normal growth and insure 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 a lack of water.

a. 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 and rain. A current schedule of automatic watering cycles must be provided to the City'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 City.

b. Emergency irrigation not conforming to the City's Water Conservation Ordinance will require prior approval by the City prior with notification to the water purveyor of the time, location and reason for the non-conforming irrigation.

c. All irrigation systems shall be tested and inspected, and a written report submitted to the City when requested.

d. All irrigation systems shall be tested and inspected as necessary when damage is suspected or observed or reported daily if necessary.

e. Battery operated controllers will be kept in continuous operating condition by replacing batteries, when necessary, at Contractor's expense.

f. All replacements shall be in strict accordance with City of Salinas equipment and installation standard plans, no substitutions will be permitted.

g. Unplug all clogged heads, flush lines free of rocks, mud and debris.

h. 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.

i. The payment for the 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 City.

j. 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 City before incurring expenses for major irrigation repairs.

k. 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.

l. 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.

m. 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.

n. Controllers shall be checked at least weekly to assure proper operation and programming.

N. HOURS OF WORK

The Contractor's schedule for carrying out the work as specified shall be submitted to the City for review and approval. The schedule shall include the time, days, and areas to be maintained.

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 City and shall require Contractor to correct the unsatisfactory work at no additional cost to the City for expenditures incurred in making the correction.

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.

The City retains the right to have certain work sites maintained on certain days. Contractor is expected to have the same maintenance work crew assigned to its work sites at all times on a continuous basis.

Contractor at no time shall leave a work site to complete another project, without having completed the work assignment for that day.

No blowing in residential areas before 8:00 am.

O. ARBITRATION

In the event of a dispute as to whether the conditions materially differ or do involve hazardous waste, the Contractor shall continue to proceed with all work to be performed under the Contract and shall retain all rights provided either by Contract or by law which pertain to the resolution of any dispute or protest.

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said regulations. A Complaint in Arbitration by the Contractor shall be made not later than **180 calendar days** after the date of service in person or by mail on the Contractor of the final written decision by the Department of the claim.

P. NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the City, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he/she shall have given the City due written notice of potential claim as hereinafter specified. Compliance with this section shall not be a prerequisite as to matters within the scope of the protest Provisions, nor to any claim which is based on difference in measurements or errors of computation as to Contract quantities.

The written notice of potential claim shall be submitted to the City prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the City, or in all other cases within **15 calendar days** after the happening of the event, things, occurrence, or other cause, giving rise to the potential claim.

It is the intention of this section that differences between the parties arising under and by virtue of the Contract are brought to the attention of the City at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the City that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the City to be pertinent to the potential claim, available to the City for inspection and copying.

Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by owner, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.

Claims

Submission of a claim, properly certified with all required supporting documentation, and written rejection or denial of all or part of the claim by the City, is a condition precedent to any action, proceeding, litigation, suitor demand for arbitration by Contractor.

Q. PRESERVATION OF PROPERTY AND CLEAN UP

Existing trees, shrubs, and other plants, that are not to be removed, and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. Damaged or injured plants shall be removed and disposed of outside the City of Salinas right-of-way in accordance with the Provisions in the State Standard Specifications. At the option of the Contractor, removed trees and shrubs may be reduced to chips. The chipped material shall be spread within the highway right-of-way at locations designated by the City.

Replacement planting of injured or damaged trees, shrubs, and other plants, caused by the Contractor/Staff shall be completed not less than **20 working days** once agreed upon by the City and the Contractor. Replacement trees, shrubs, and other plants shall be watered as necessary to maintain the trees, shrubs, and other plants in a healthy condition.
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.

Failure of the Contractor to comply with the City's clean up orders may result in an order to suspend the work until the condition is corrected. **No additional compensation will be allowed as a result of such suspension**.

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.

RECYCLING AND CLEANUP
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.

Failure of the Contractor to comply with the City's clean up orders may result in an order to suspend the work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

SIGNS/IMPROVEMENTS
Contractor shall not post signs or advertising material upon the site premises unless prior approval is obtained from the City.

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.

Hauling

Spillage resulting from hauling operations on or across public thoroughfares shall be immediately removed at Contractor's expense.

If the spillage is of a hazardous substance, such as petroleum products, or pesticides, Contractor is required to contact the City immediately and also prevent the substance from running into storm drains.

The payment for hauling shall be considered included in the various items of work, and no additional compensation will be allowed, therefore.

Excavation
The excavation and removal of additional unsuitable materials beyond the depths of excavations at site, and additional backfill, if required by the City, shall be in accordance with the Standard Specifications.

R. ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

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 City 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.

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-emergent), 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. Prohibition fertilizer application within 5 feet of pavement, 25 feet of 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 pesticides.
- Contractor shall not use pyrethroid pesticides. Alternate materials should be considered. Utilize BMPs to replace materials/chemicals with more environmentally benign materials or methods (e.g., use mechanical methods rather than herbicides).

Contractor shall comply with all environmental pollution prevention regulations, ordinances, and statutes that apply to the project and any work performed pursuant to the contract. Salinas City Code Chapter 29-9 states:

> "No person shall contribute or cause to be contributed, directly or indirectly, to the city's storm drainage system any pollutant, wastewater or any substance or material which will interfere with the operation or performance of the storm drainage system, violate the city's NPDES permit or violate other applicable law or regulations."

The Contractor shall comply with the City of Salinas NPDES Permit Order No. R3-2012-0005 and, if applicable, the State's current Construction Stormwater General Permit. Projects that disturb one or more acres of soil or disturb less than one acre but are part of a larger common plan of development, are required to obtain coverage under the General Permit for Discharges of Stormwater associated with Construction Activity, Construction General Permit Order No. 2012-0006-DWQ.

Construction activity subject to the CGP includes clearing, grading, and disturbances to the ground such as stockpiling or excavation, or construction activities associated with Linear Underground/Overhead Projects ("LUPs"). The City of Salinas NPDES permit also has additional requirements applicable to construction projects of any size.

S. WEED CONTROL

1. At the discretion of the City, 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 mechanically removed (not just killed) if they are larger than 2 inches (5 cm) in height or diameter. Unsightly weeds throughout the districts will be mechanically removed or prevented against throughout all districts.
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 City 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 City 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 City.
4. 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.
5. Any new or existing plants or soil which, in the opinion of the City, 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.
6. 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.
   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 City.
   Weed control required and approved within turf areas by the City or designee is considered as part of contract.
7. 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 Agricultural Code or EPA regulations.
8. 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

9. 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.

T. 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 City.
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 City, 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 City.
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 City within 15 days of the approval of the contract for the City'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 musts be approved by the City 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.

U. 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.

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.**

V. DEBRIS, GRAFFITI AND LITTER REMOVAL

1. 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 RFP, paper, glass, trash, leaves, pine needles and all other forms of debris and litter from all sources including those outside the work 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 work 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.

W. STAKING AND GUYING

1. Newly planted trees shall be kept adequately staked at all times. Ties shall be loosened periodically to prevent girdling.

   Newly planted trees shall not be left unstacked for more than two (2) working days unless written permission is granted by the City. 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 City. 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 City.

X. 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 City or designee for the determination of non-operation conditions.
4. The Contractor shall immediately notify the City or designee when the work force has been removed from the job site due to inclement weather or other reasons.

Y. 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.

Z. 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 City or designee and Underground Service Alert (1/800-227-2600) 48 hours before commending any excavation, to locate underground service lines.

20. FERTILIZING

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

1. 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	0.35%

and shall be applied at the following rate:

One tablet for each one-half inch of tree trunk diameter (tree trunk diameter shall me 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.

21. TREE WORK

Tree work shall be considered Extra Work.

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.

1. Schedule – No tree work shall commence before 7:30 a.m. Crews are prohibited from working beyond dusk.

2. Health Maintenance – Removal of dead, diseased or hazardous limbs.

3. Structural – Pruning to maintain the strength and shape.

4. 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 City in all other areas.

5. 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.

6. 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

7. Crown Reduction – Crown reduction shall be completed to reduce the overall height and spread of

8. 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 or the designated Urban Forestry staff representative. All crown reduction shall be performed in conformance with the ISA Pruning Standards included as Appendix A.

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 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 (i.e., street signs). 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 City 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 City 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 City.

22. HEDGE TRIMMING / TRIMMING EDGING / MOWING

Hedge Trimming:
All hedge and ground cover plants growing in the subject areas shall be trimmed and pruned, to maintain plants in a healthy, growing condition and to maintain plant growth, within reasonable bounds as determined by the City, 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.

Site Clean-Up

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 City 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.

Trimming Edging:
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.

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.

Damage to sprinklers, headers, irrigation and utility boxes, and other structures shall be avoided. All damage to shall be reported to the City's representative and contractor shall make repairs promptly. 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.

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 sterilant be permitted.

Mowing:
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.

Lawn area shall be mowed at 2" height once every week from March through October, once every other week from November through February.
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. All mowing equipment shall be kept in good repair with cutting surfaces sharpened to ensure a clean and effective cutting of grass blades.

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 City or designee. Should weather or site conditions prove to be prohibitive to the regularly scheduled mowing, Contractor shall contact the City to reschedule the mowing service to a time and date acceptable to the City. 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 City

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 City.
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.

23. TEMPORARY TRAFFIC SIGNAGE

All work and materials for signs shall conform to the California 2014 California Manual on Uniform Traffic Control Devices, and as shown on the Plans. The Contractor shall furnish all mounting hardware. Signs shall be constructed of 0.080" thick aluminum alloy.

All temporary traffic signs shall have Diamond Grade 3-M reflective sheeting (or approved equal by the City). The reflective sheeting shall conform to the Federal Specifications L-S300A.

The Contractor shall remove all temporary traffic signs, hardware, and posts when the work is complete.

24. CONTROL OF WORK

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 City.
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.

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.

25. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and contractor, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If contractor believes any communication contains trade secrets or other proprietary information that the contractor believes would cause substantial injury to the contractor's competitive position if disclosed, the contractor shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Contractor may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if contractor requests that the City withhold from disclosure information identified as confidential, and the City complies with the contractor's request, shall assume all responsibility for any challenges resulting from the non- disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the contractor information), and pay any and all costs and expenses related to the withholding of contractor information. contractor shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any contractor information. If contractor does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

26. EX PARTE COMMUNICATIONS

Contractor and contractors' representatives should not communicate with the City Council members about this RFP. In addition, contractors and contractors' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the submitting questions on the City's Planet Bids bid portal regarding this RFP until after Agreement Award. Contractors and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "contractor" or "contractors' representative" includes all of the contractor's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the contractor's proposal, and any individual or entity who has been requested by the contractor to contact the City on the contractor's behalf. Contractors shall include the Ex Parte Communications form with their proposals certifying that they have not had or directed prohibited communications as described in this section.

27. CONFLICT OF INTEREST

The contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The contractor further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

28. CONDITIONS TO AGREEMENT

The selected contractor will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Attachment B to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services.

29. DISQUALIFICATION QUESTIONNAIRE

Contractors shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a contractor, any officer of a contractor, or any employee of a contractor who has a proprietary interest in the contractor, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a contractor, any officer or employee of such contractor, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See **Attachment D-2**.

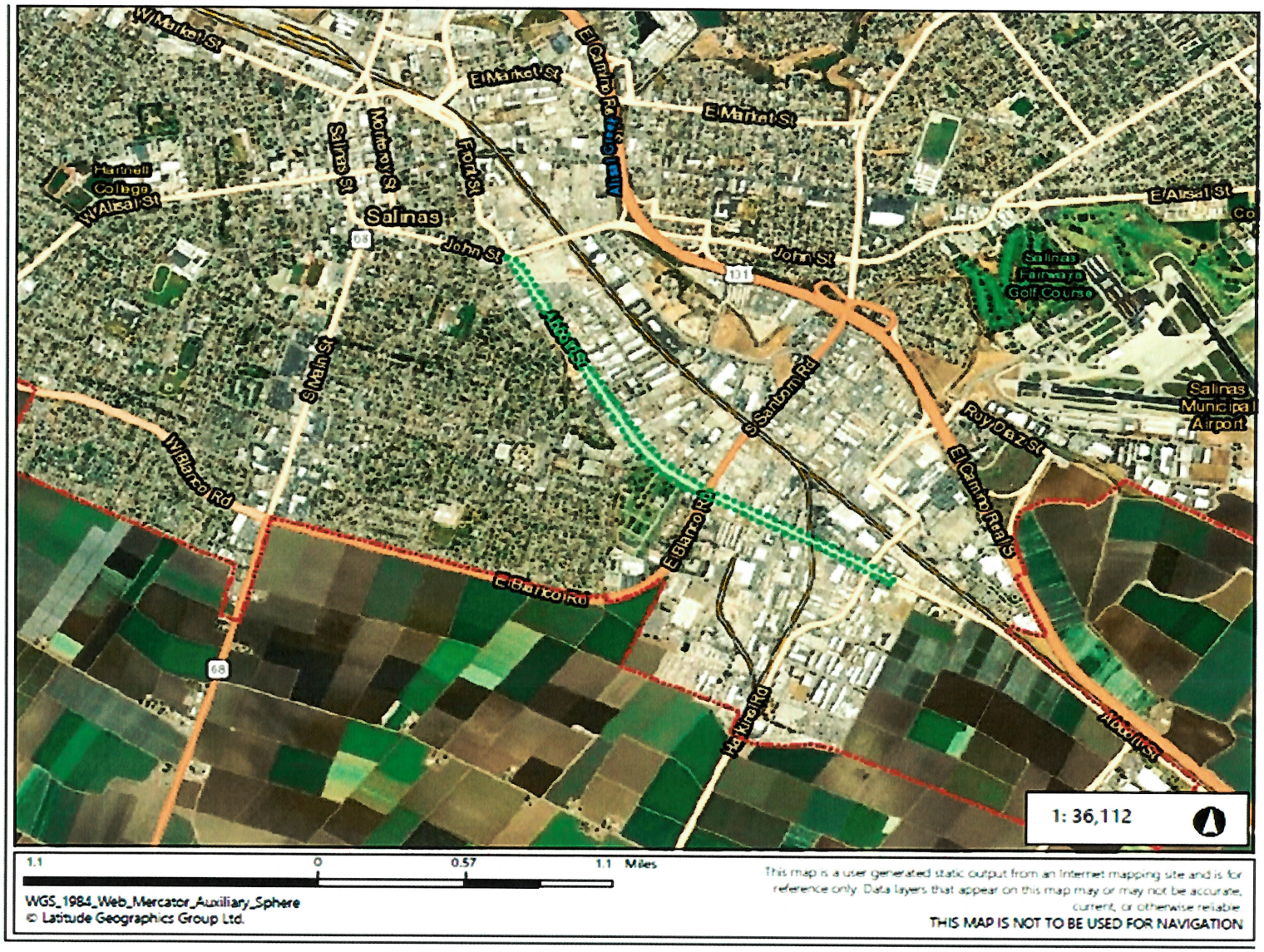
INSPECTIONS

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.

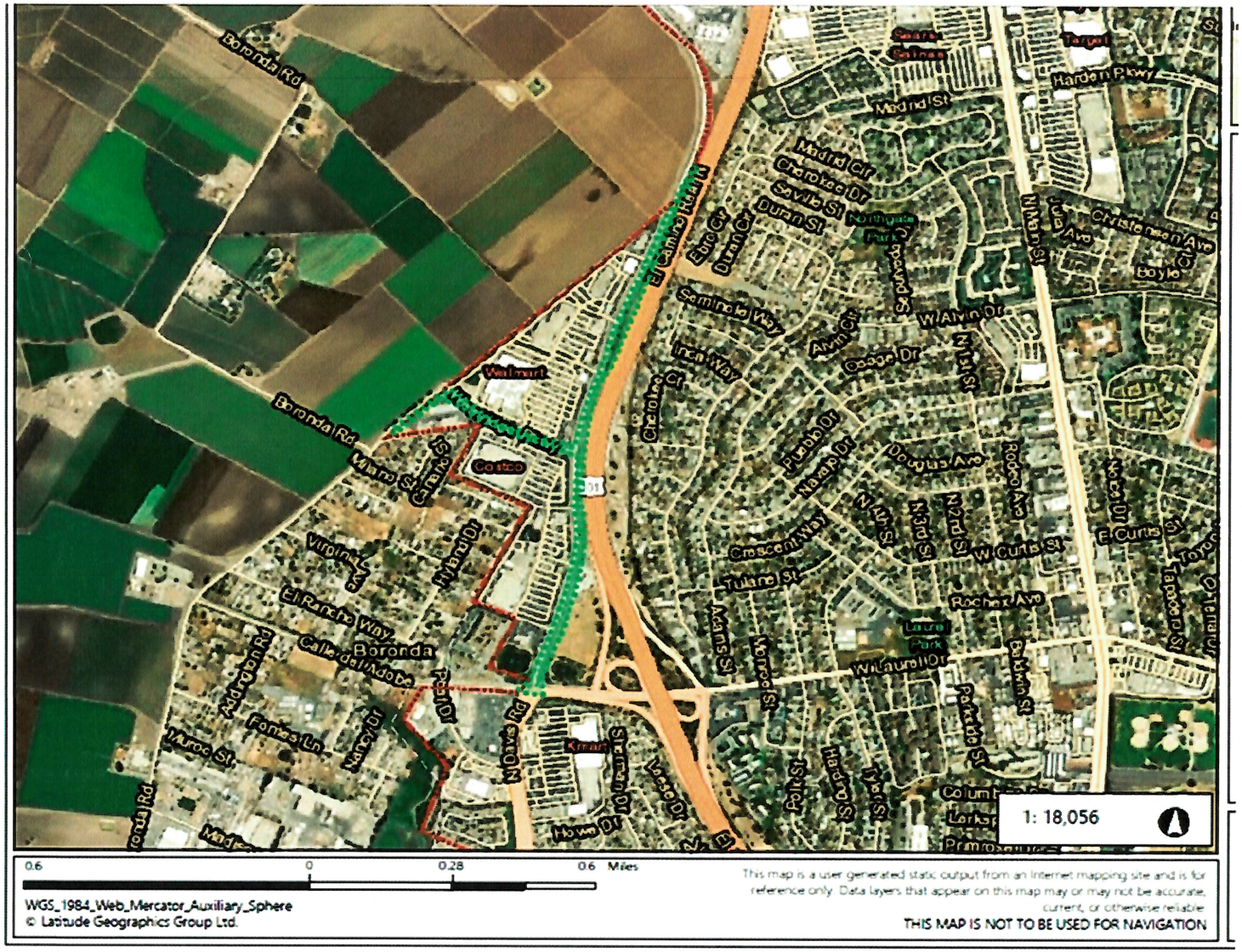
Should the Contractor fail to correct maintenance deficiencies within the first month of observation by the designated City staff project inspector, a payment reduction of an amount up to 25% of the total monthly maintenance fee may be withheld. In the event the Contractor fails to correct said deficiencies 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.

ATTACHMENT A: LOCATION MAPS

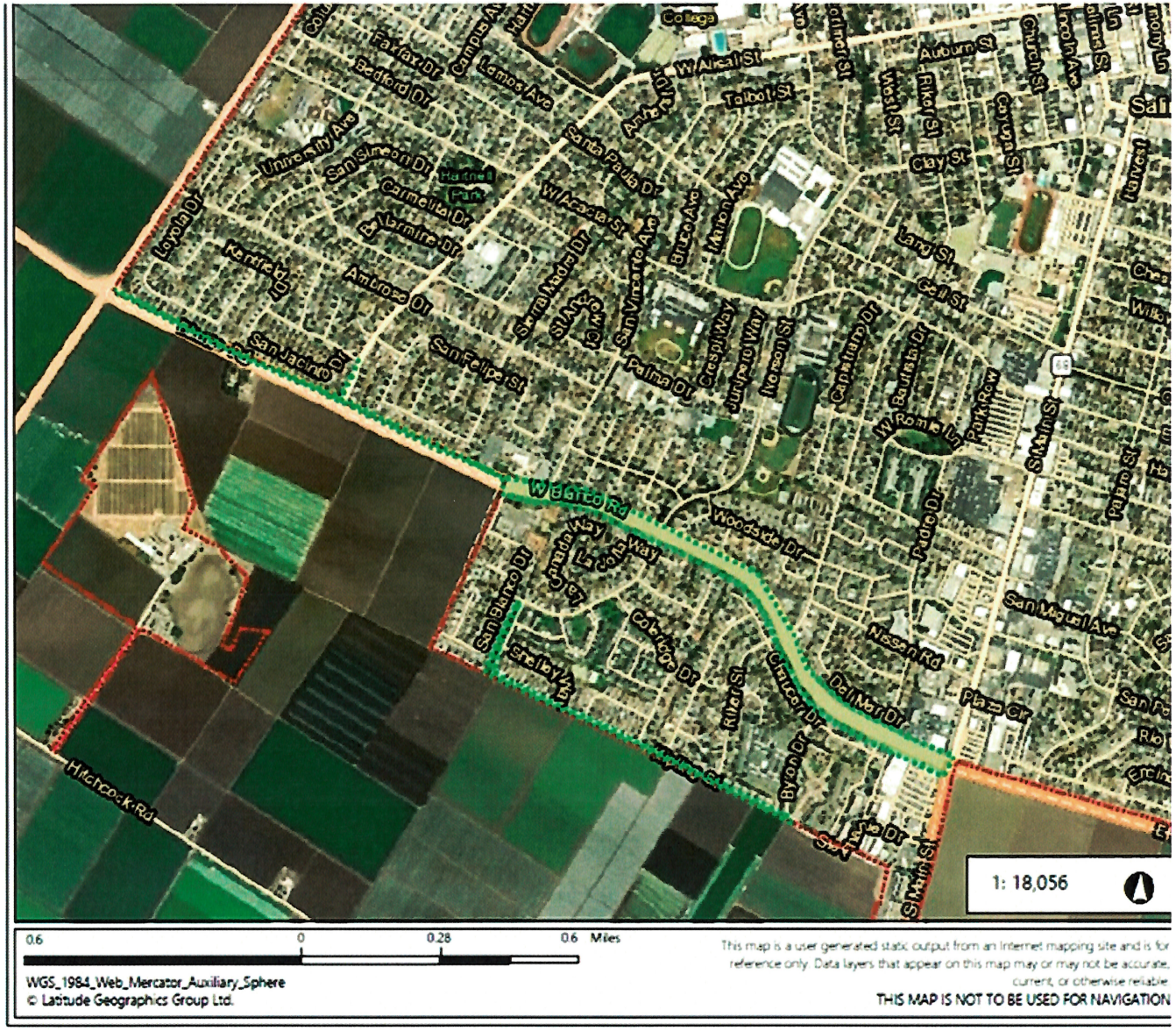
Abbott Street Medians & Hardscape



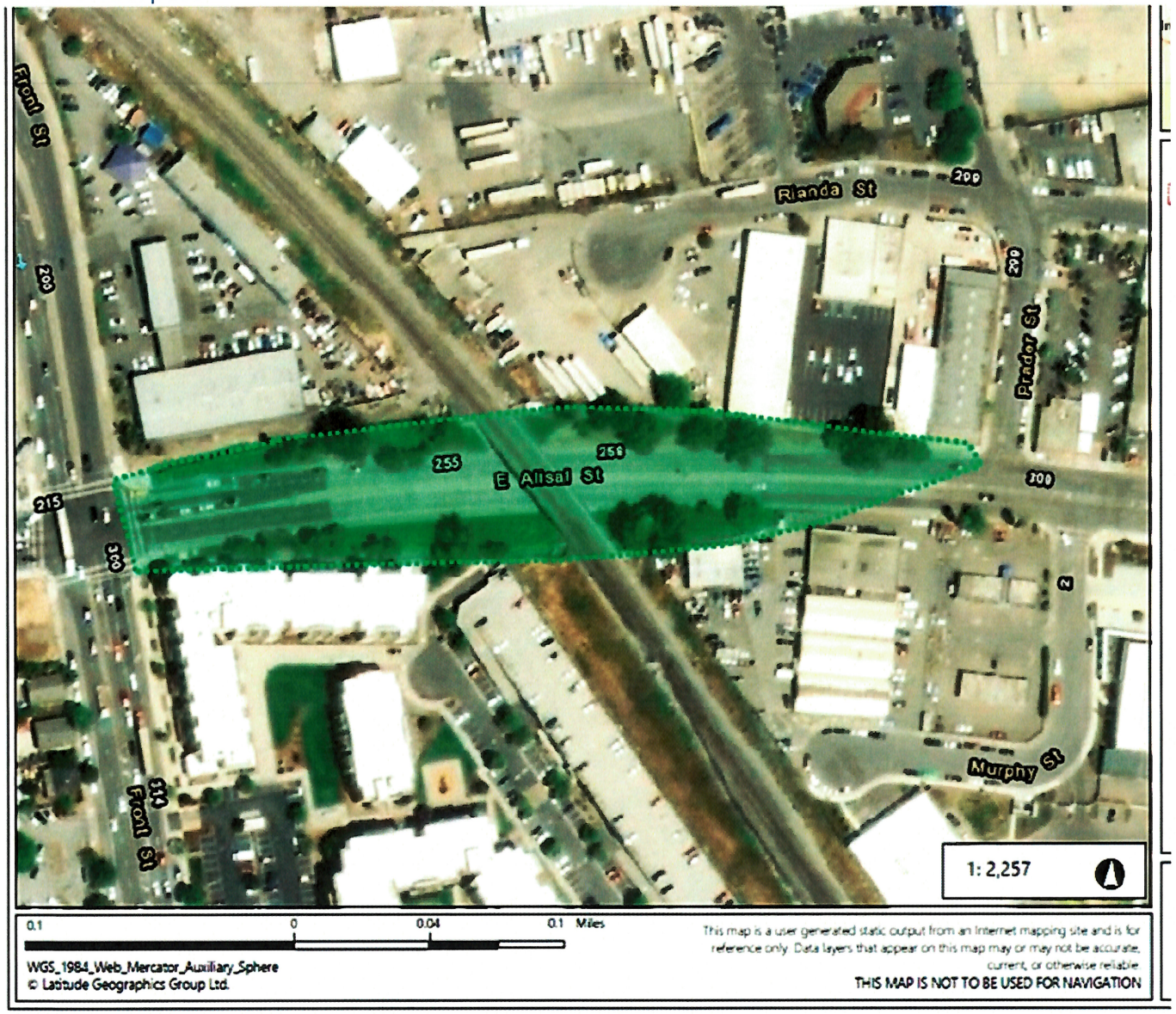
Westridge Medians & Hardscape



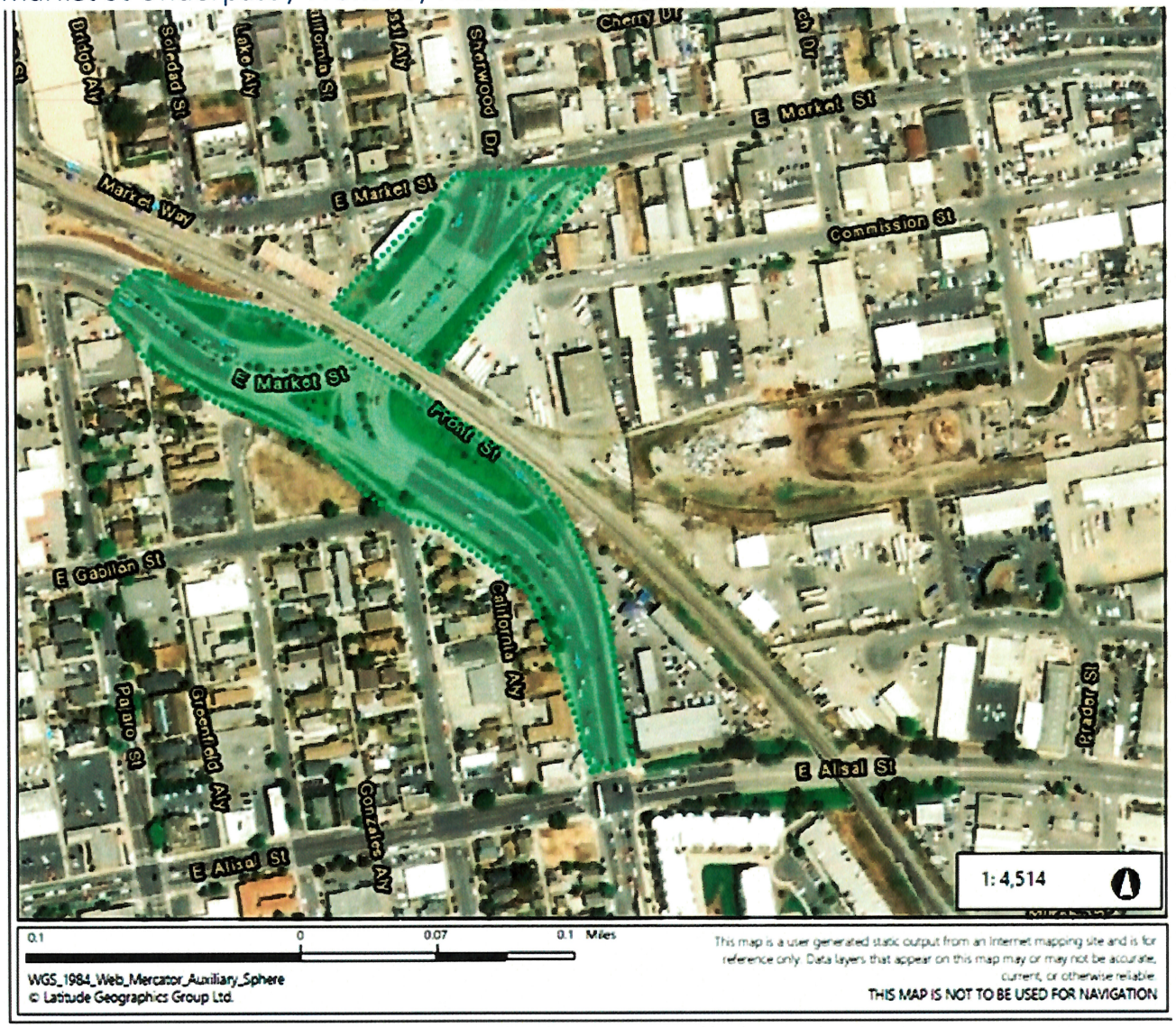
Blanco Road, Kipling St & Alisal Soundwall



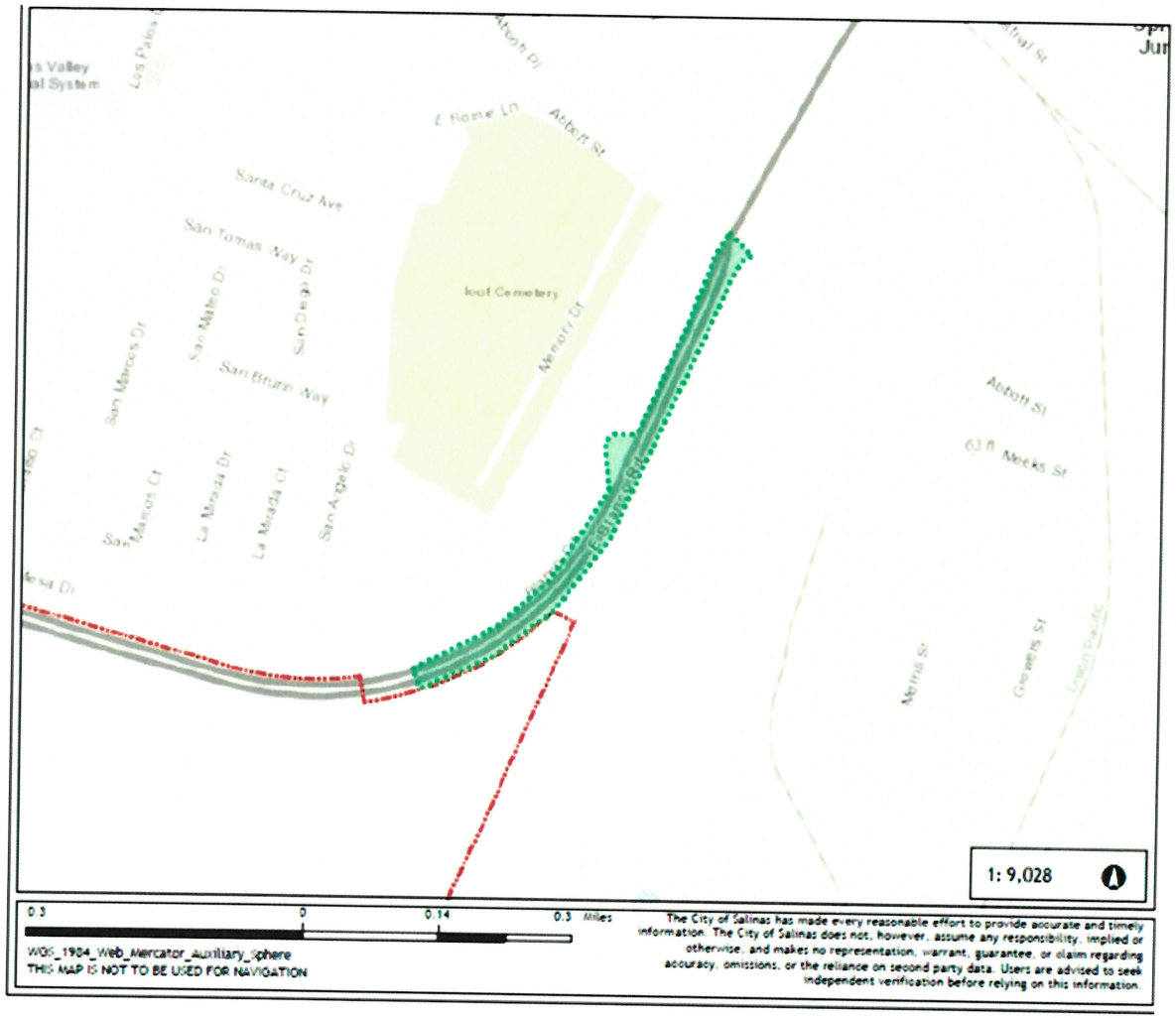
Alisal Underpass



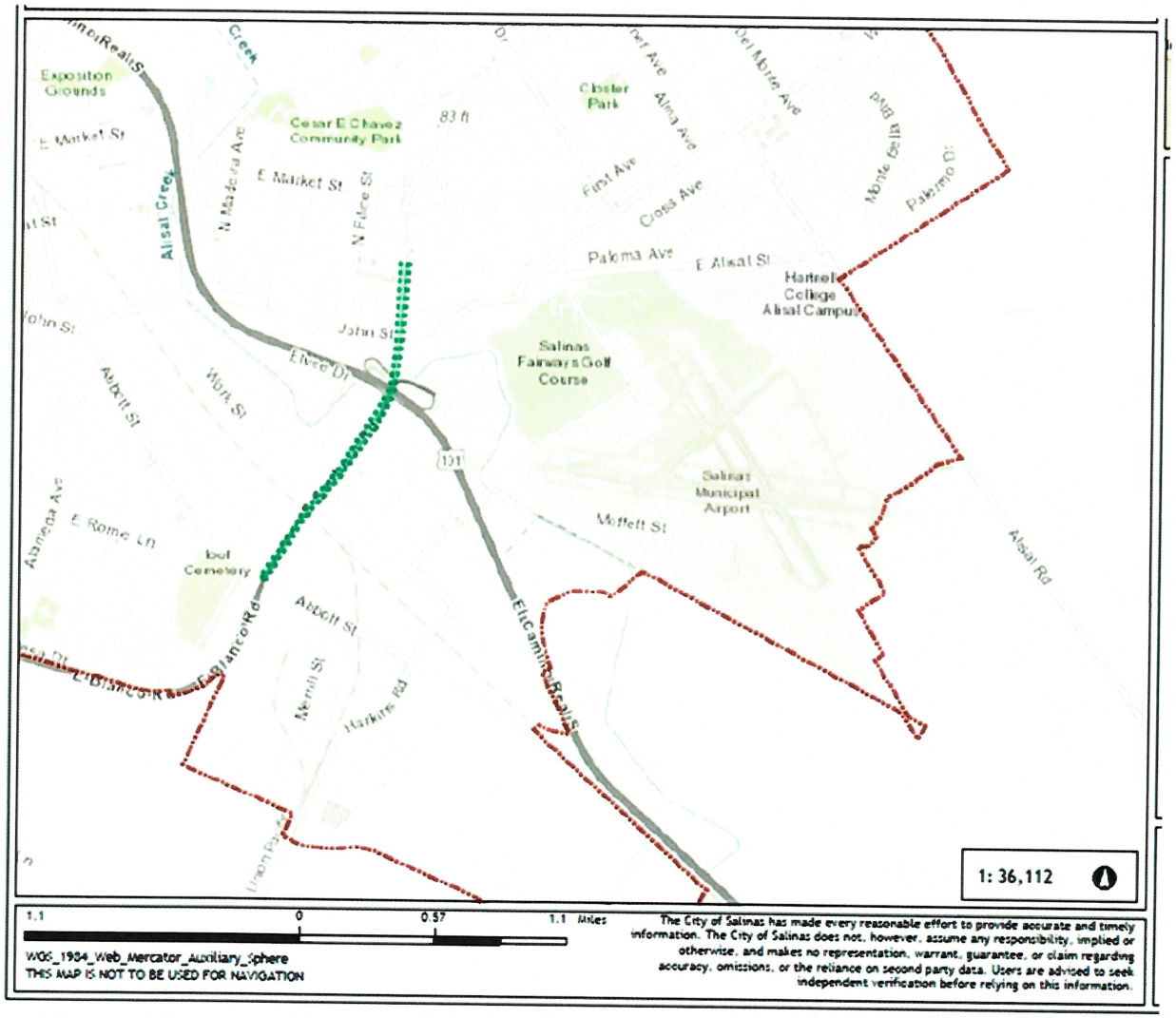
Market St Underpass / Front St / Alisal to Sherwood



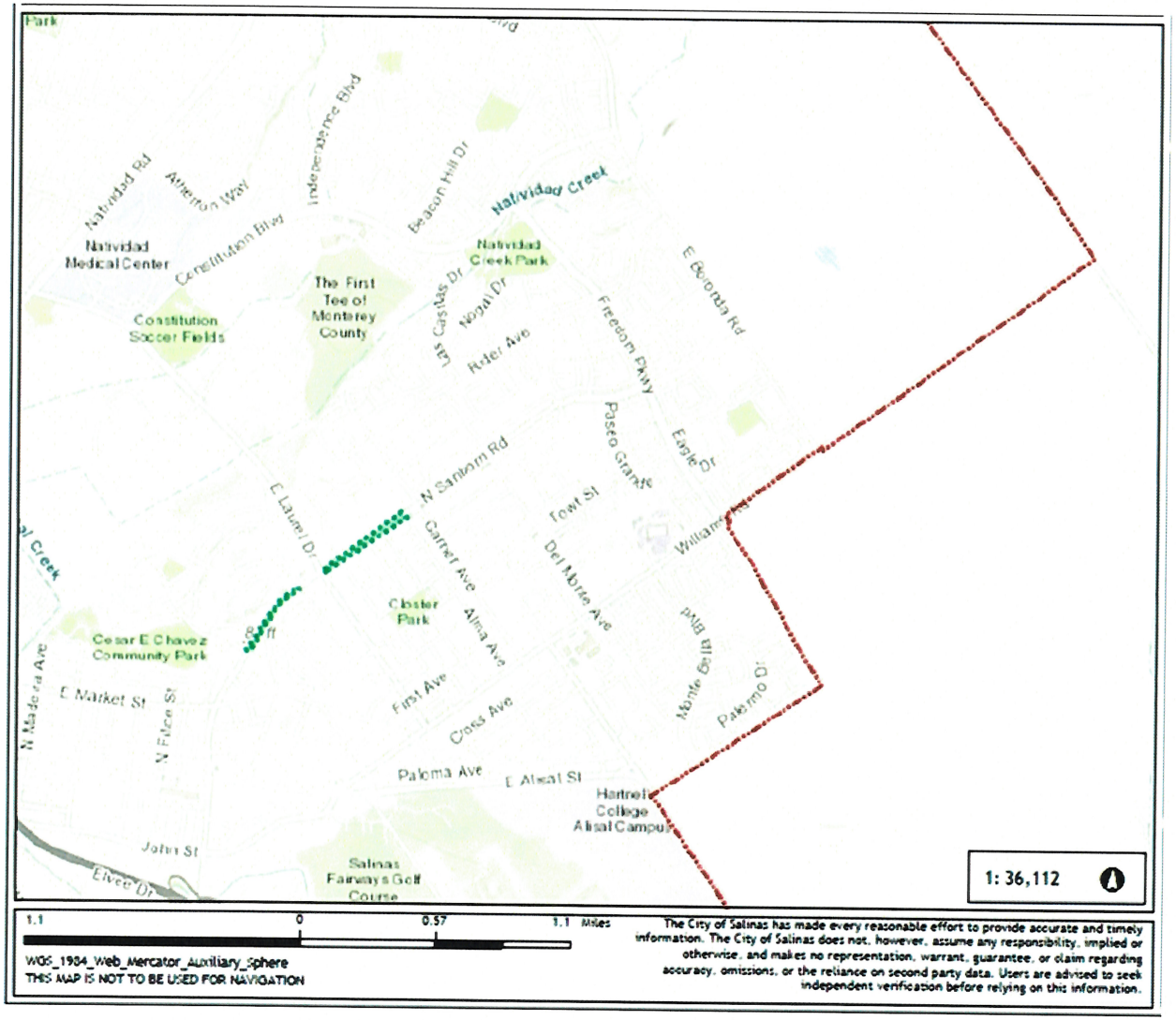
Sanborn to Blanco Rd at Abbot St



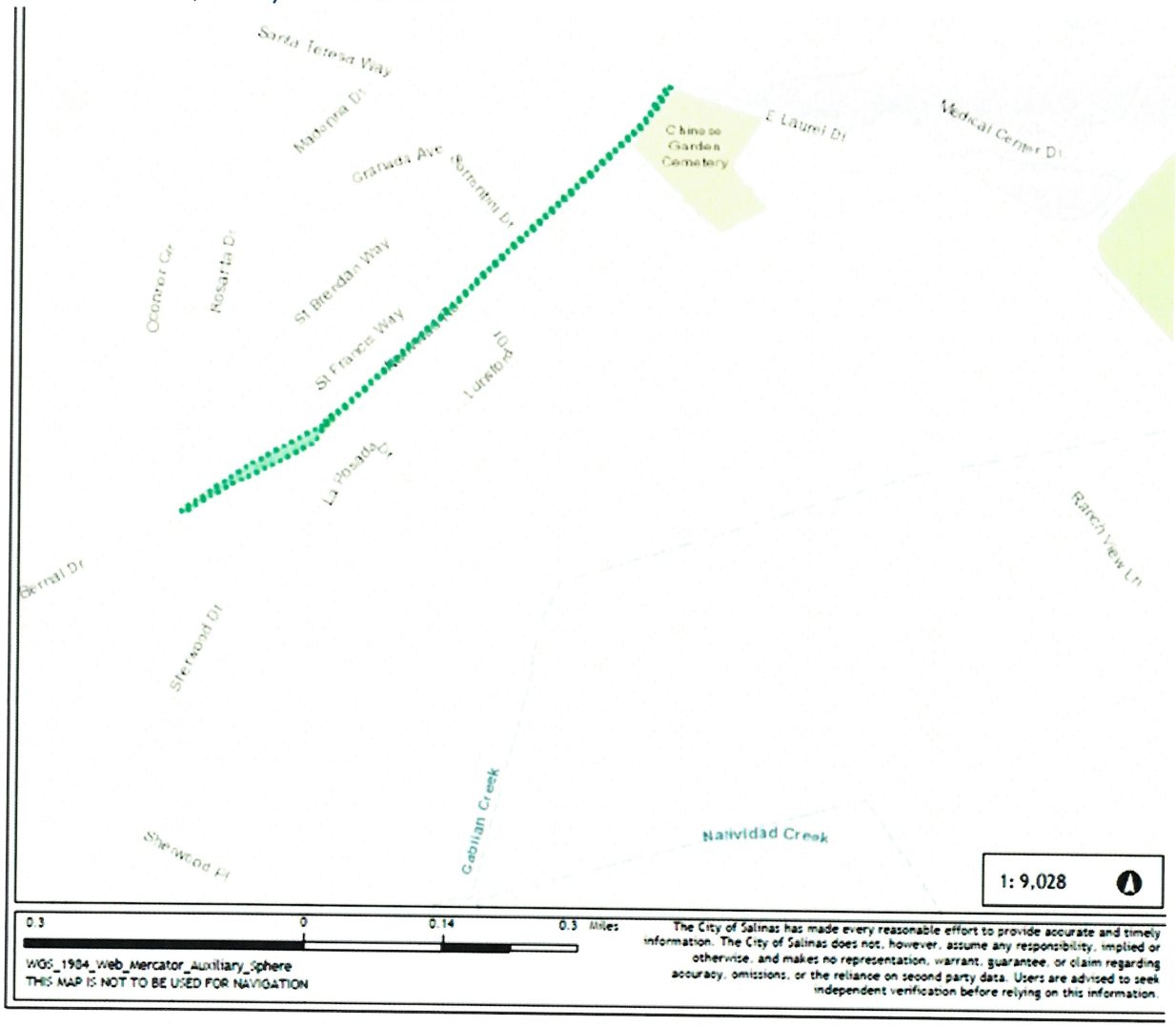
Sanborn Rd, Abbot St to Alisal St



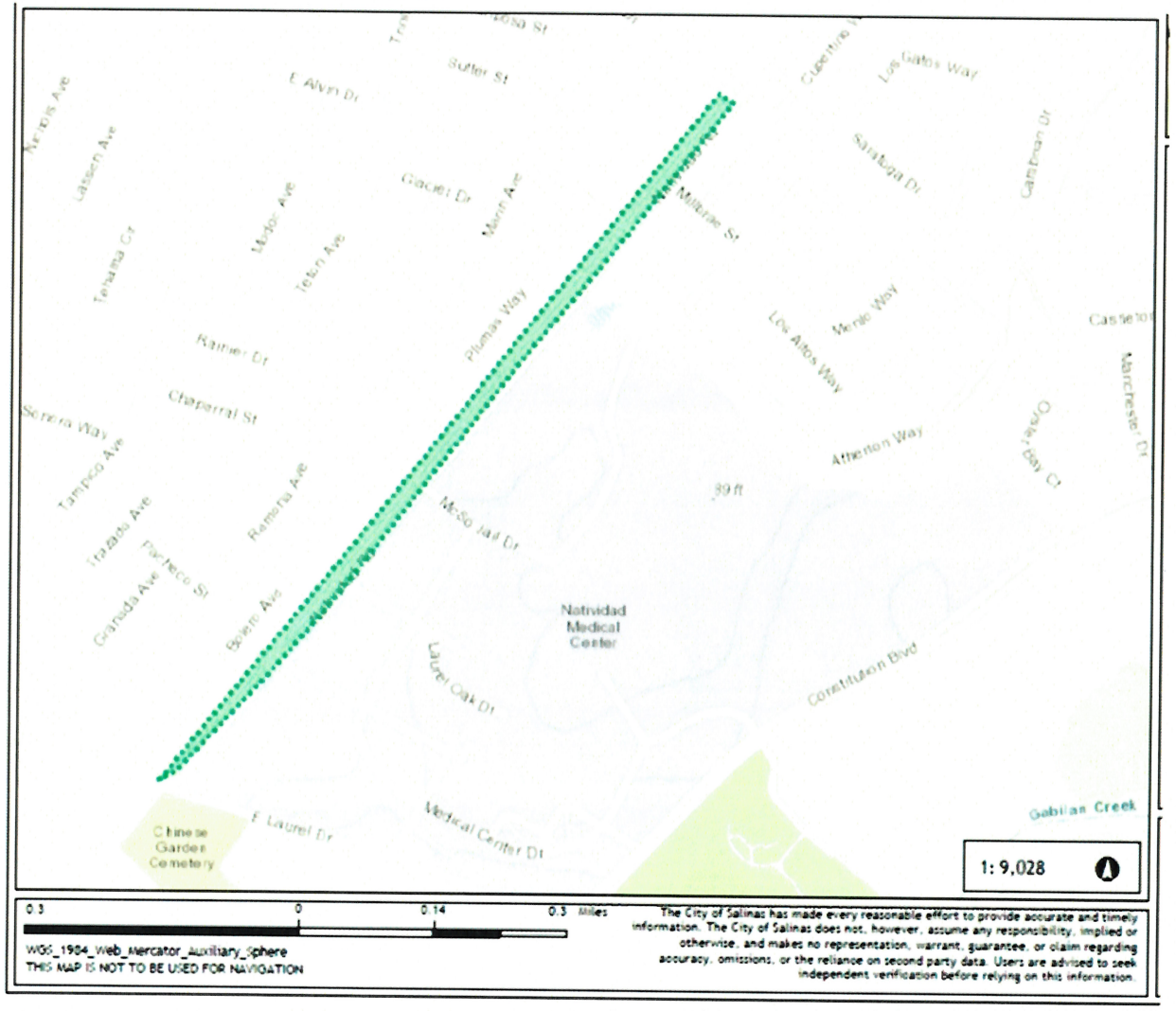
Sanborn Circle – Garner Islands



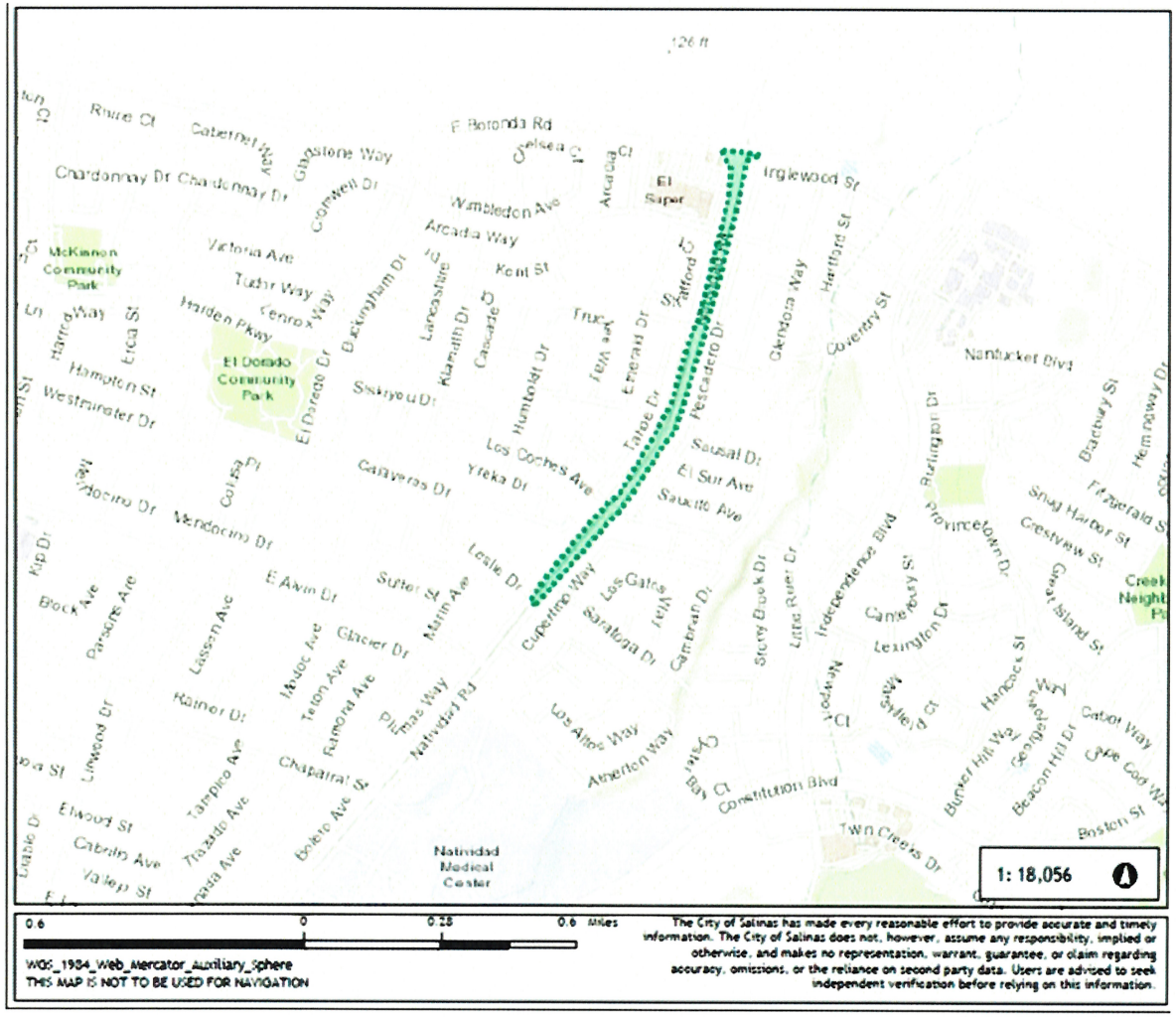
Natividad Rd, Maryal – E Laurel



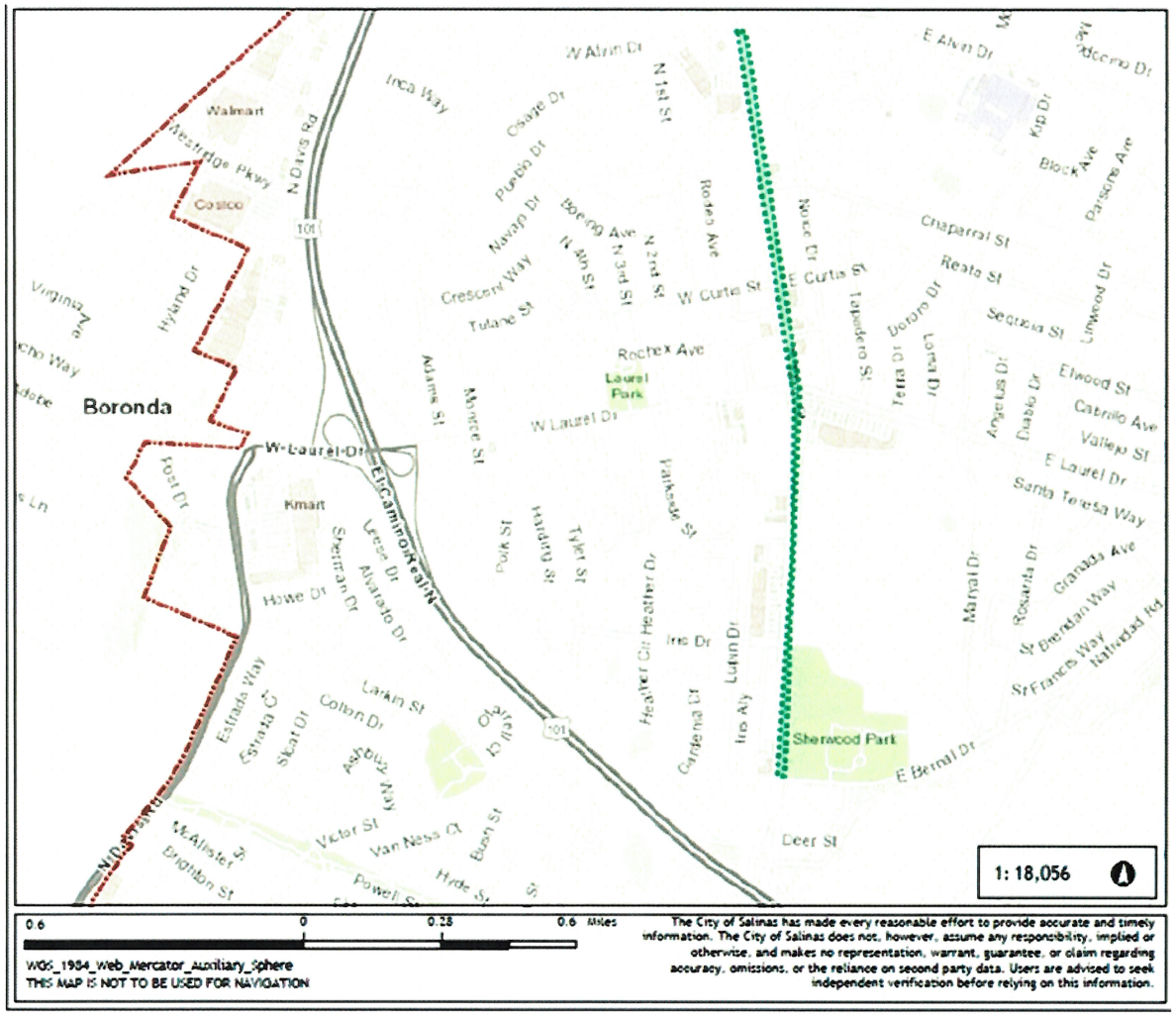
Natividad Rd, E Laurel to Leslie



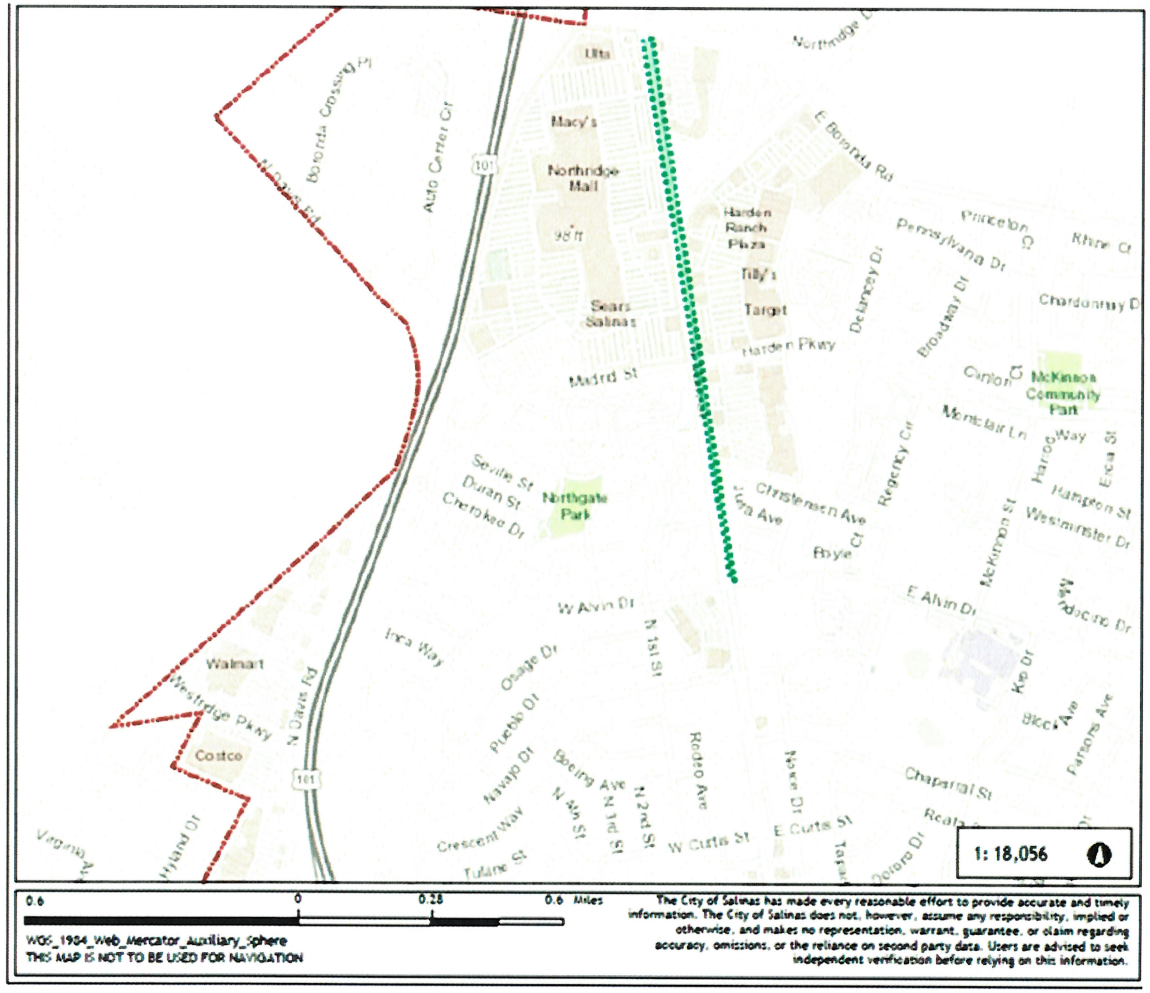
Natividad Rd, Leslie Dr to Boronda Road



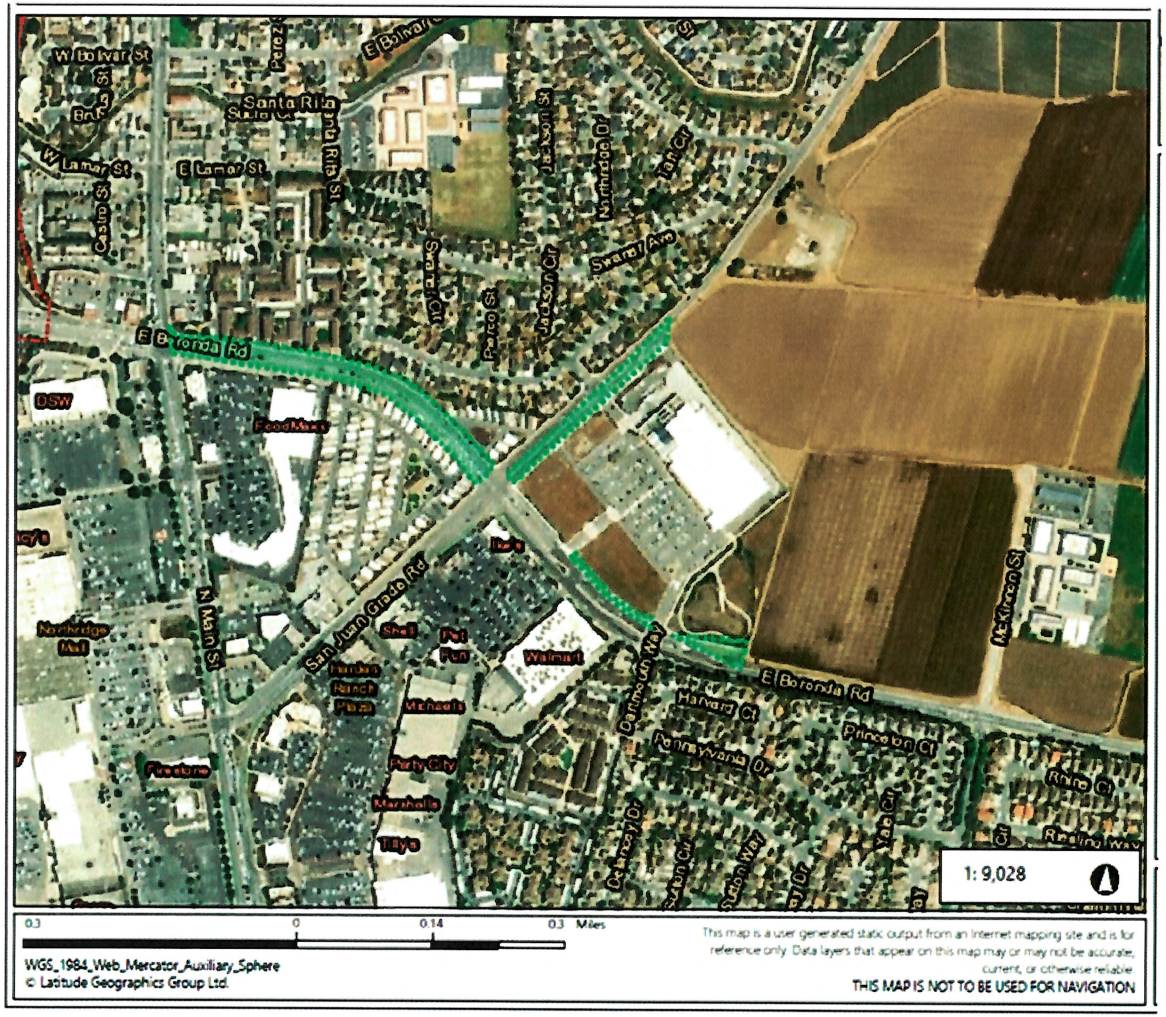
N Main, Bernal to Alvin Drive



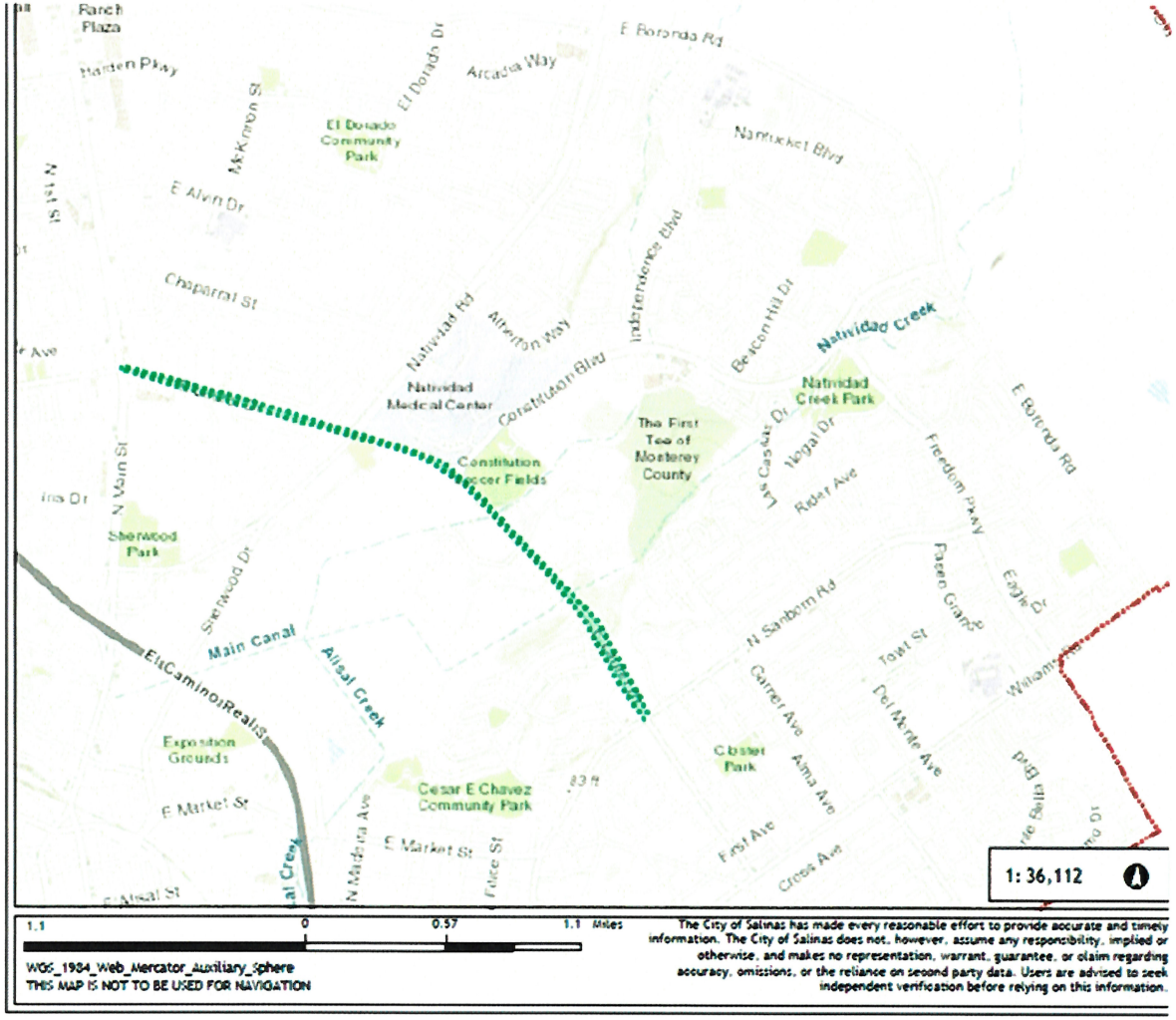
N Main Islands – Alvin Drive to E Boronda Road



Boronda Road, N Main to San Juan Grade & Lowes & Islands



E Laurel Drive Islands, Natividad Road to N Sanborn Road



Alvin Drive, Off N Main Street



Falcon & Buckhorn Open Lot

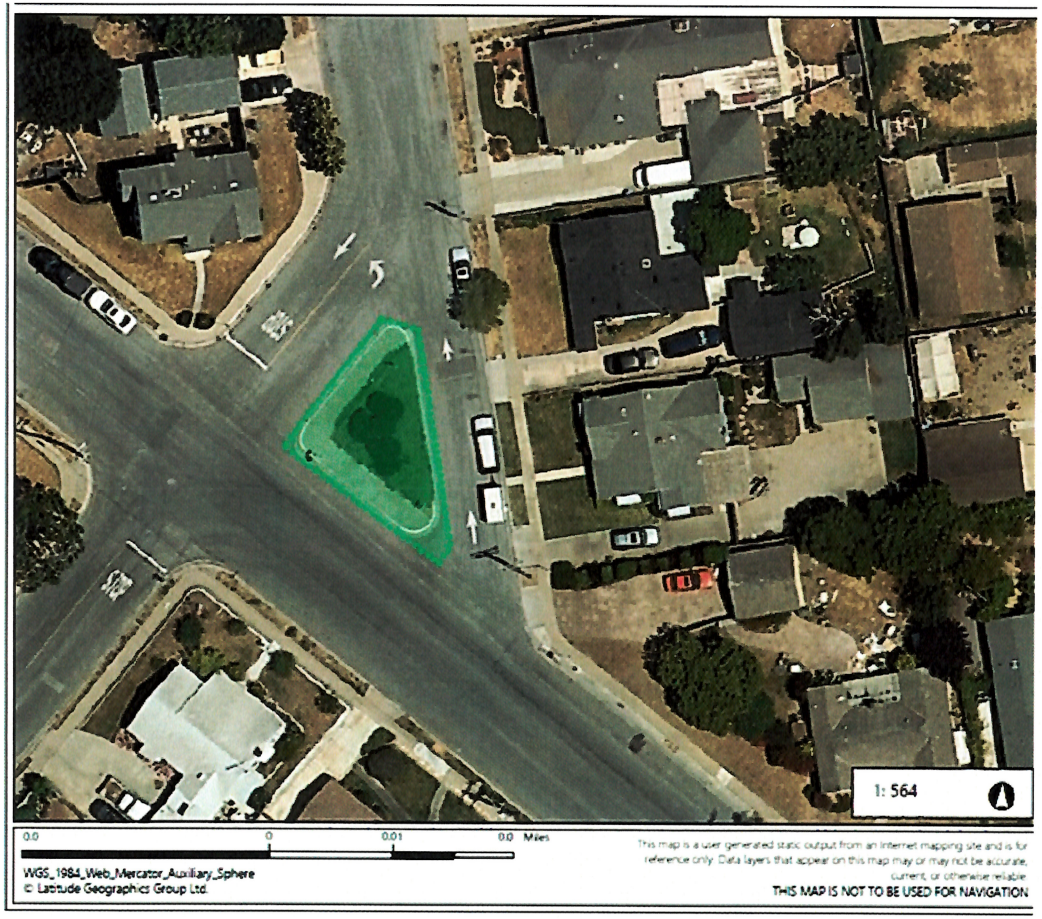
(Mowing twice per year)



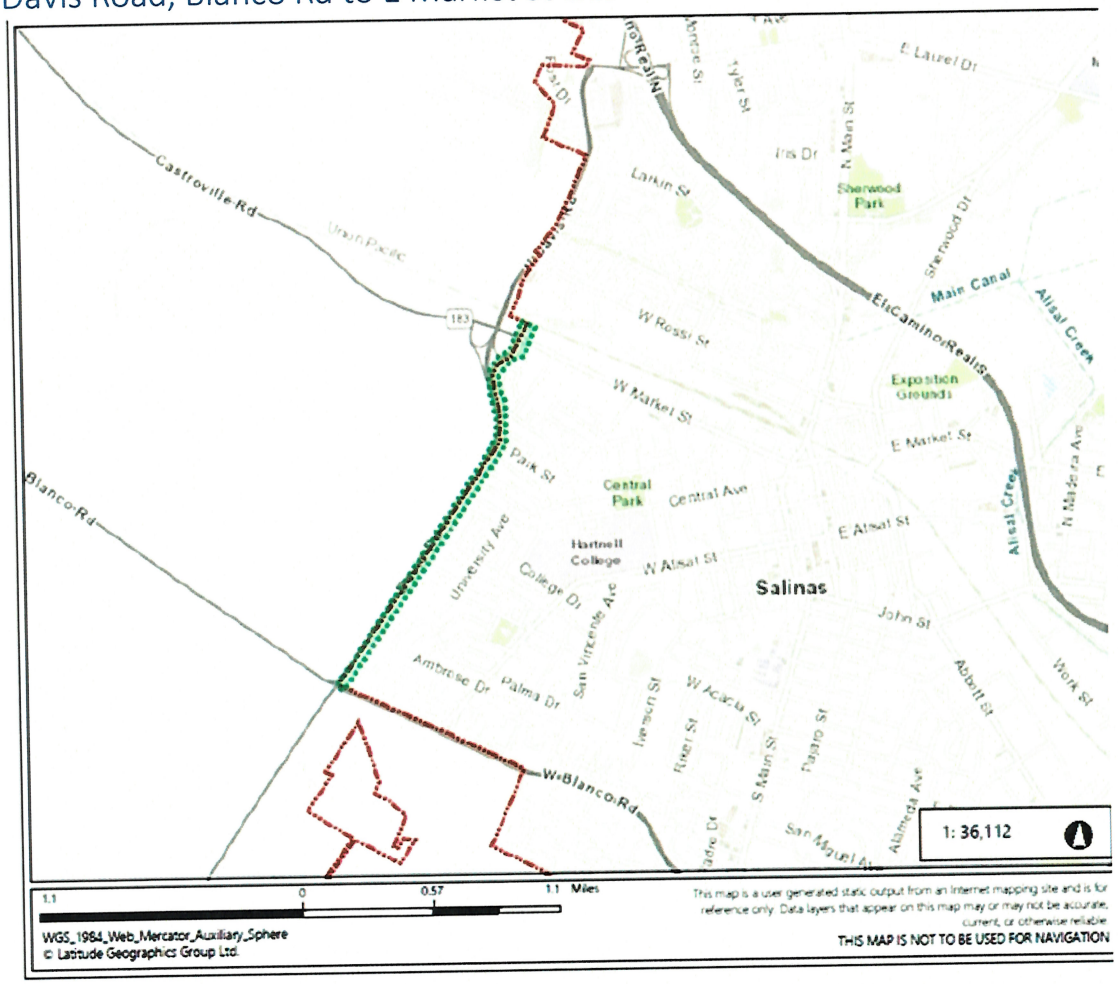
Larkin Street / Davis Road Soundwall



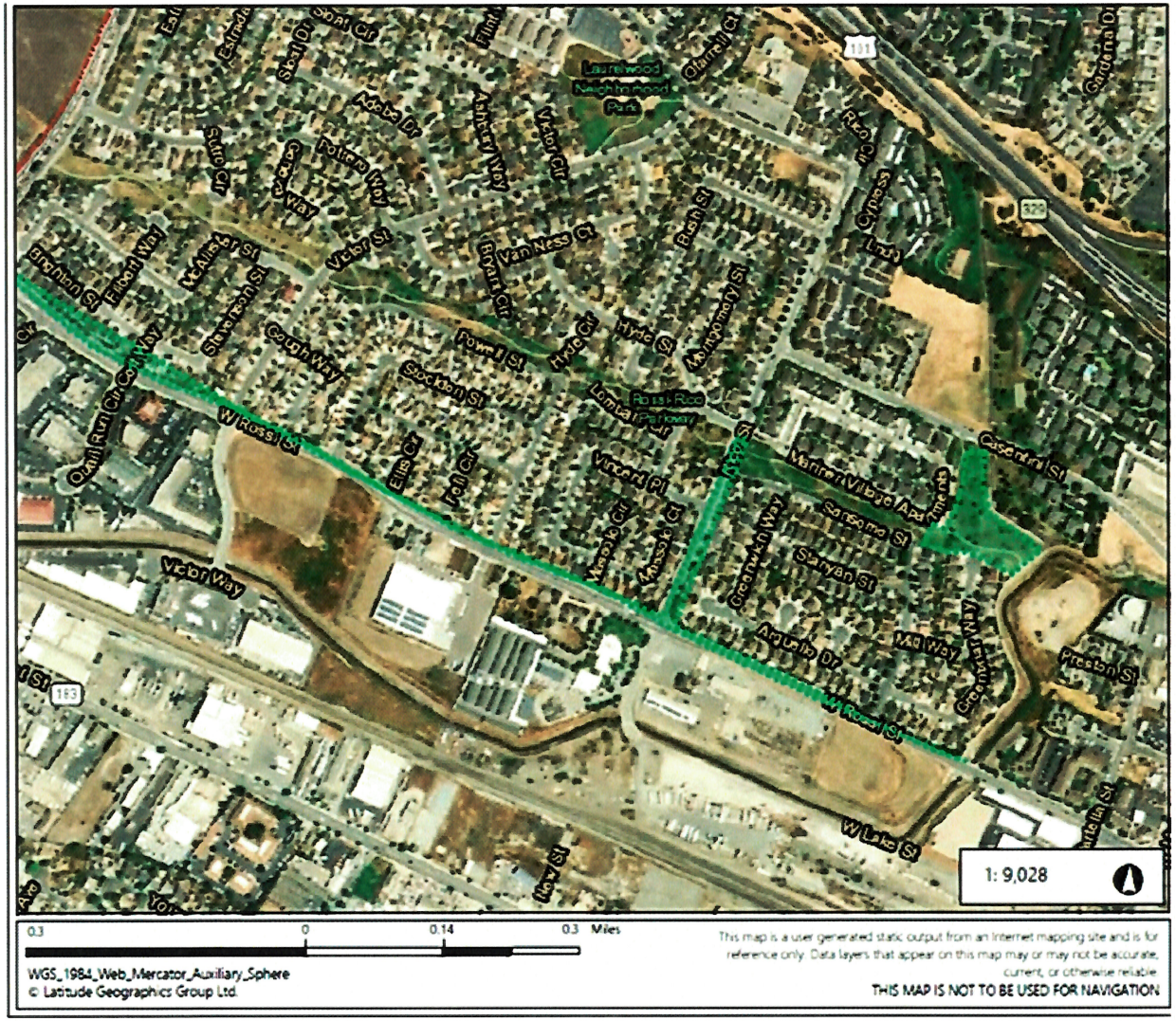
N 4th Street / Curtis Street



Davis Road, Blanco Rd to E Market St Exit



W Rossi St Between Davis Rd – Sansome St and Greebelt off Sansome St

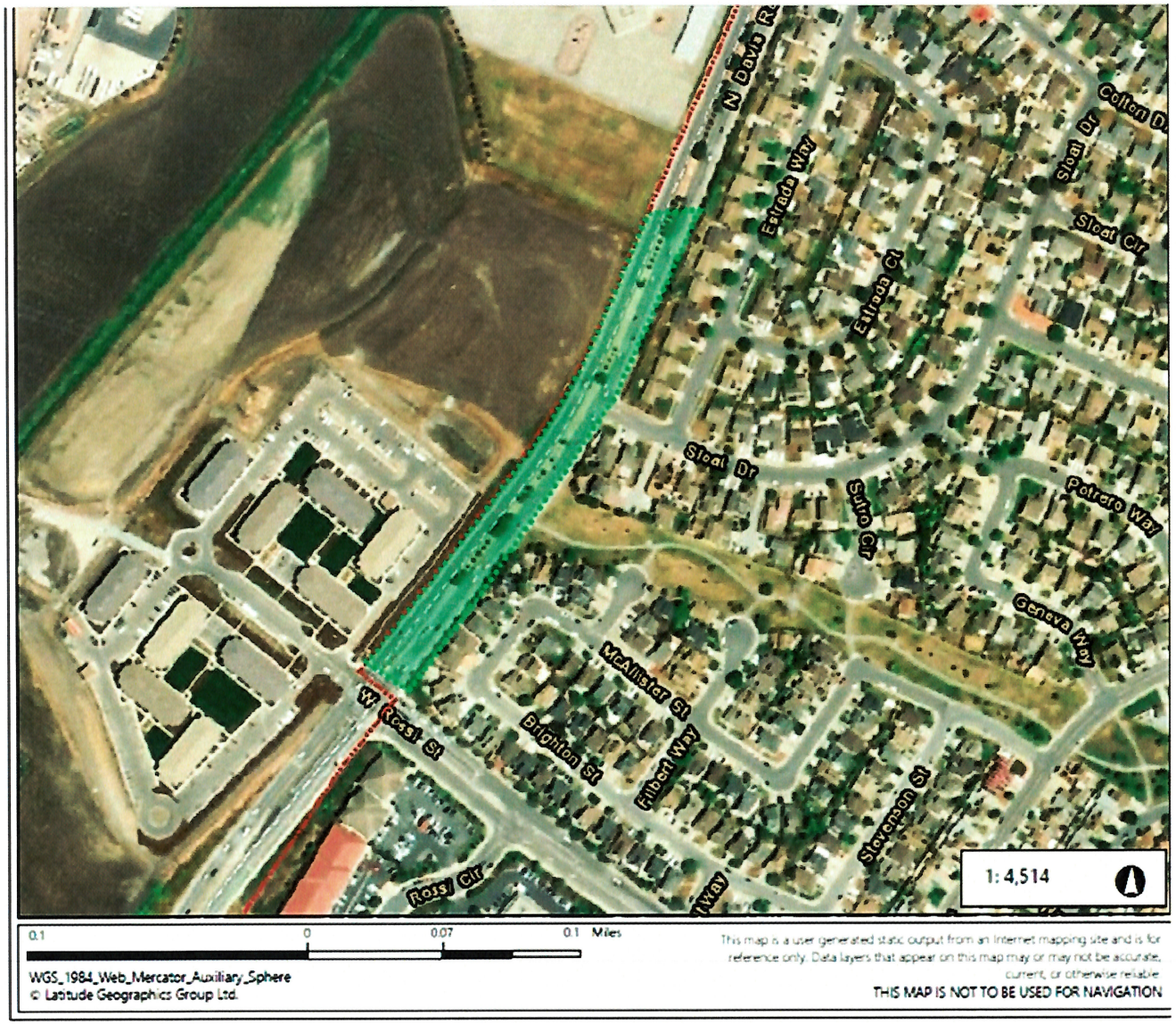


Greenbriar – Sansome St Green Area

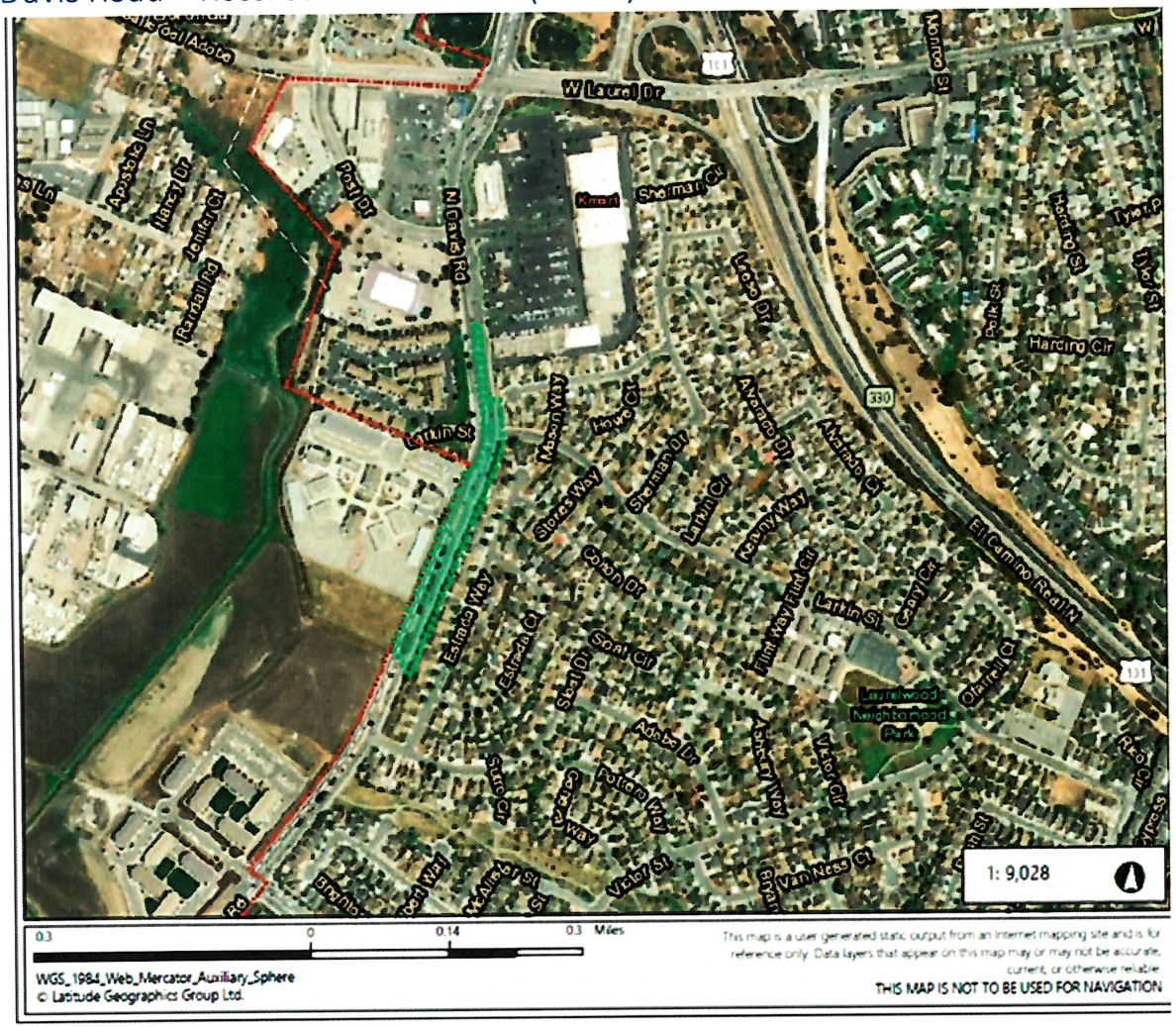
Mow Twice per year



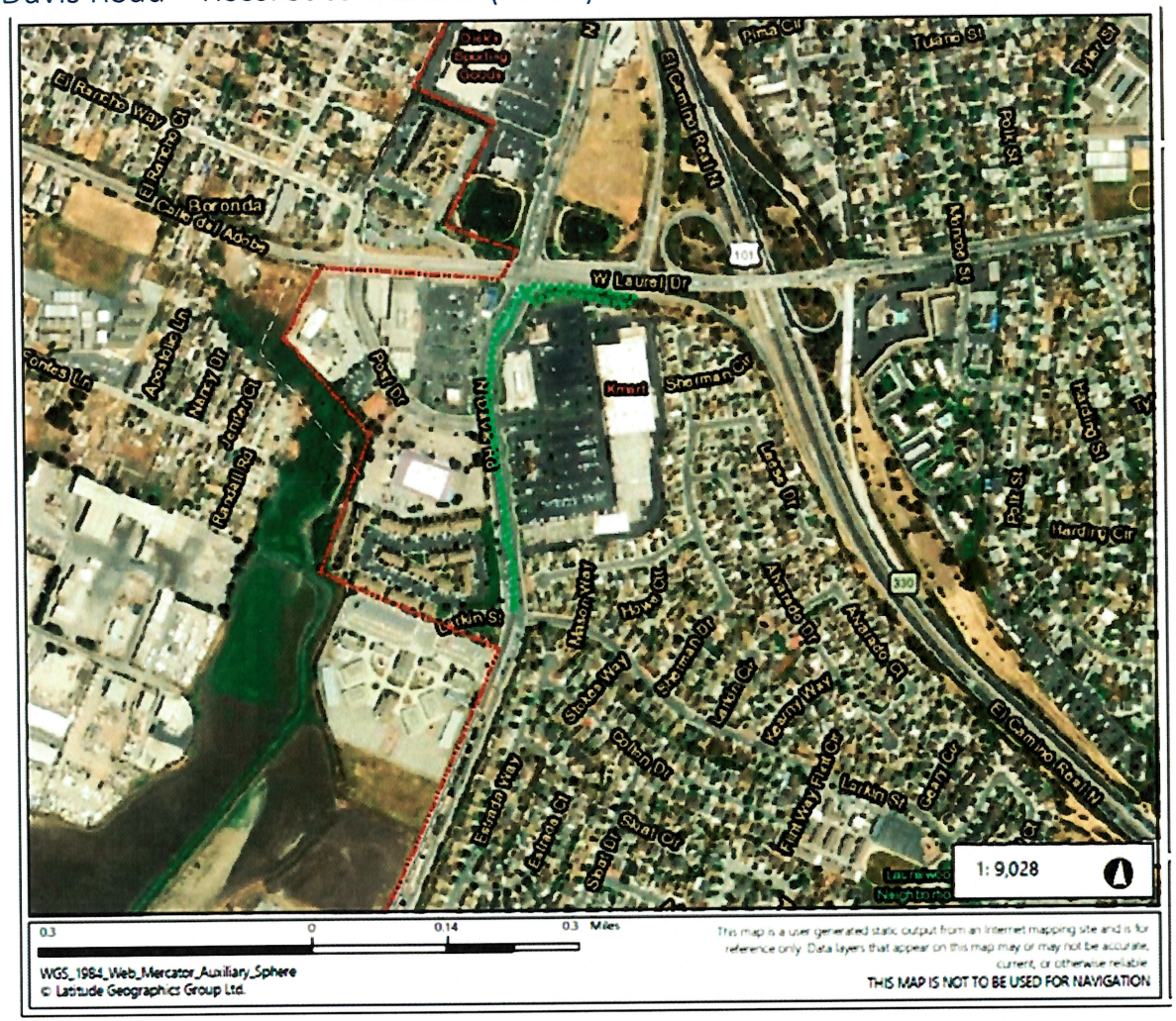
Davis Road – Rossi to E Laurel (Part 1)



Davis Road – Rossi St to E Laurel Dr (Part 2)



Davis Road – Rossi St to E Laurel (Part 3)



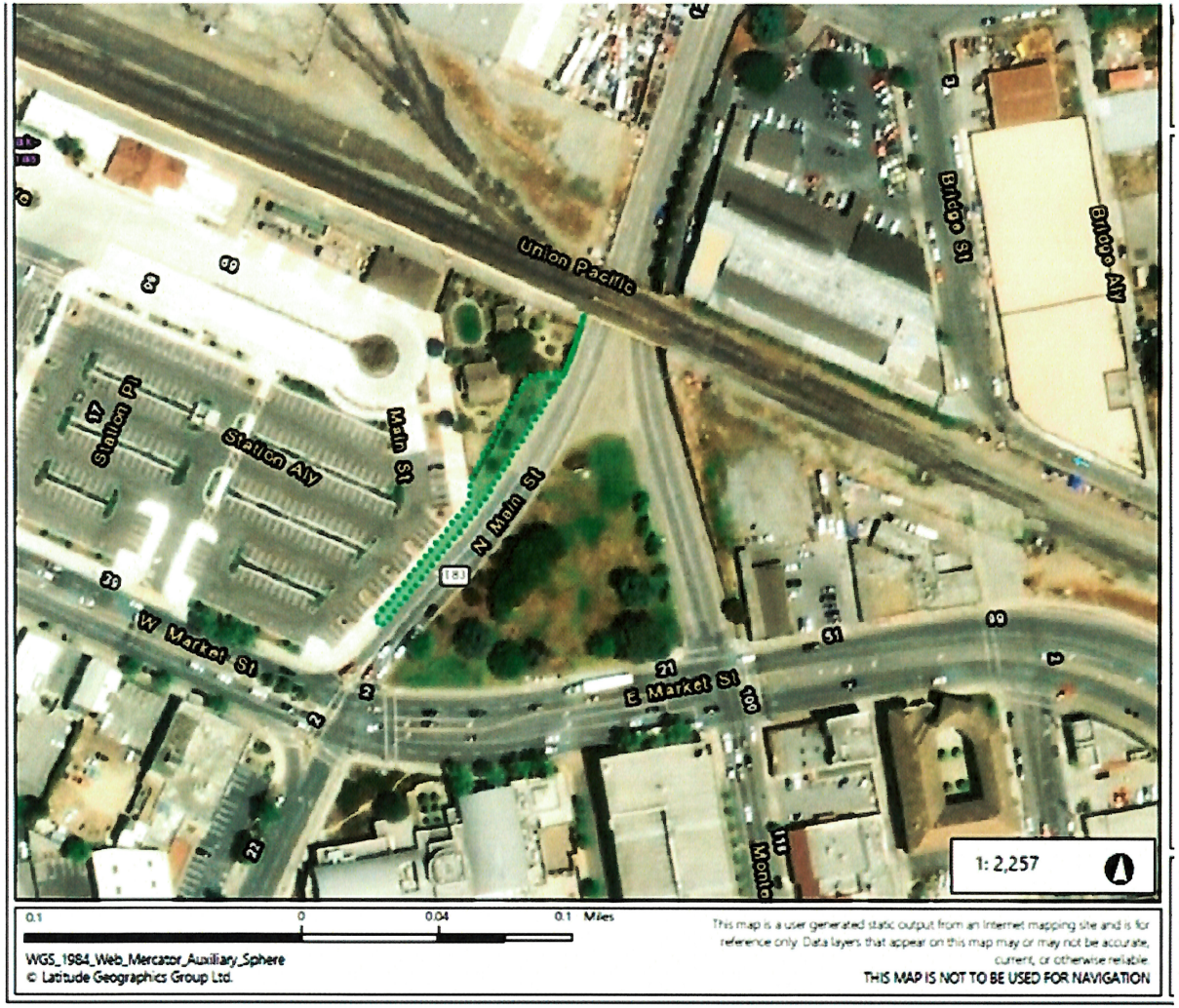
John St – Work St Island



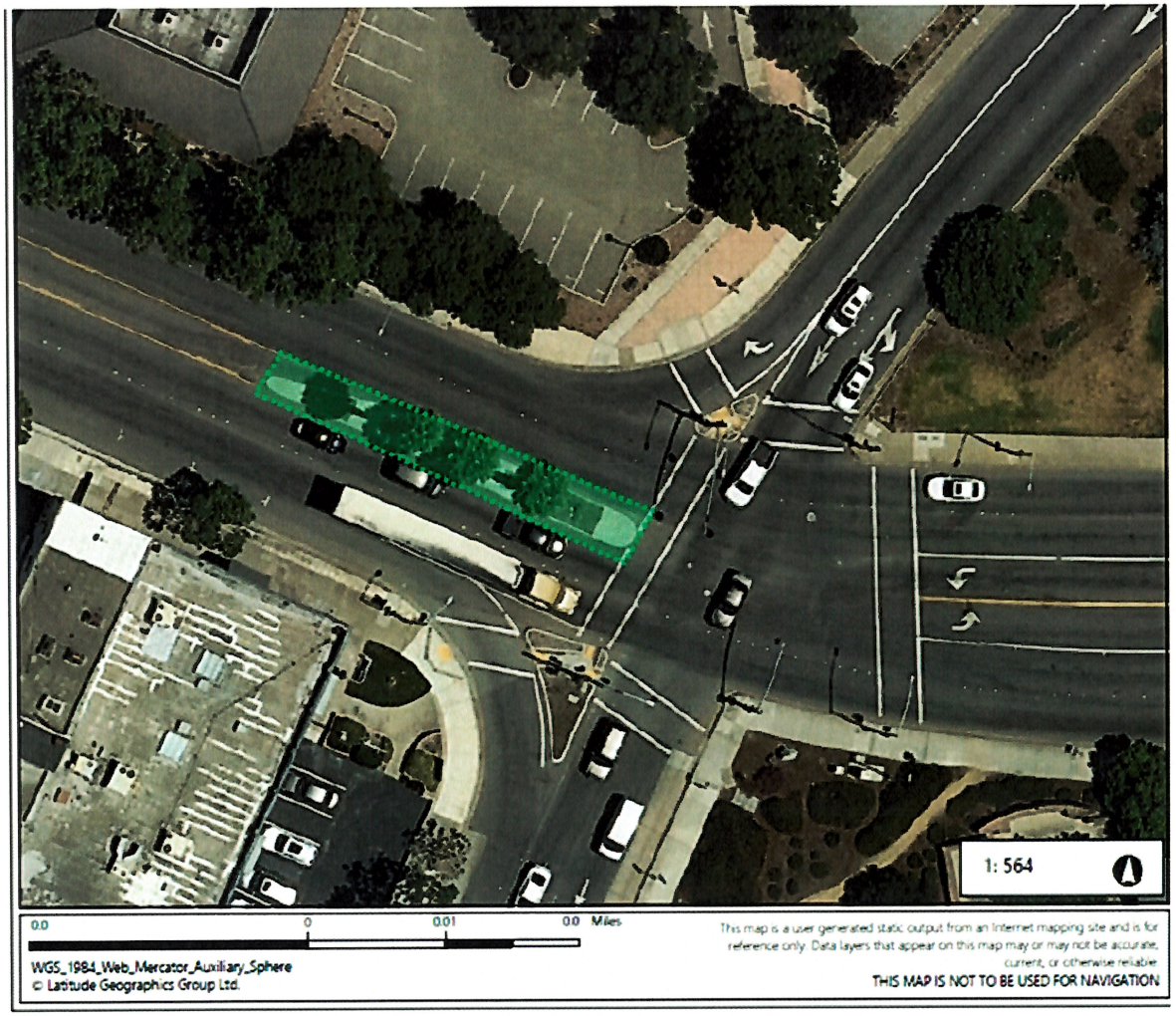
Linwood Drive – Median between E Laurel & Rainier



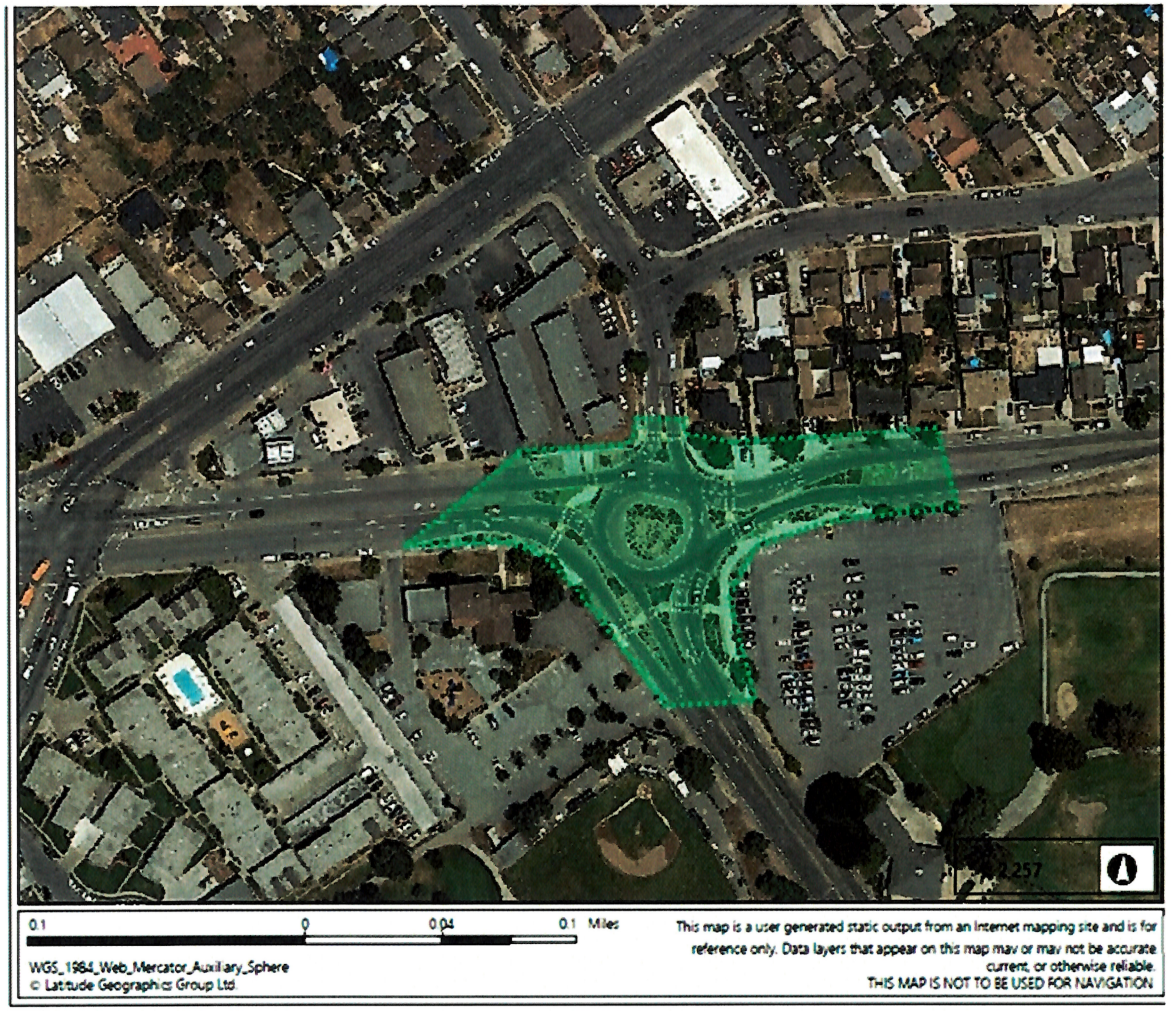
Main St – Across from Bataan Park



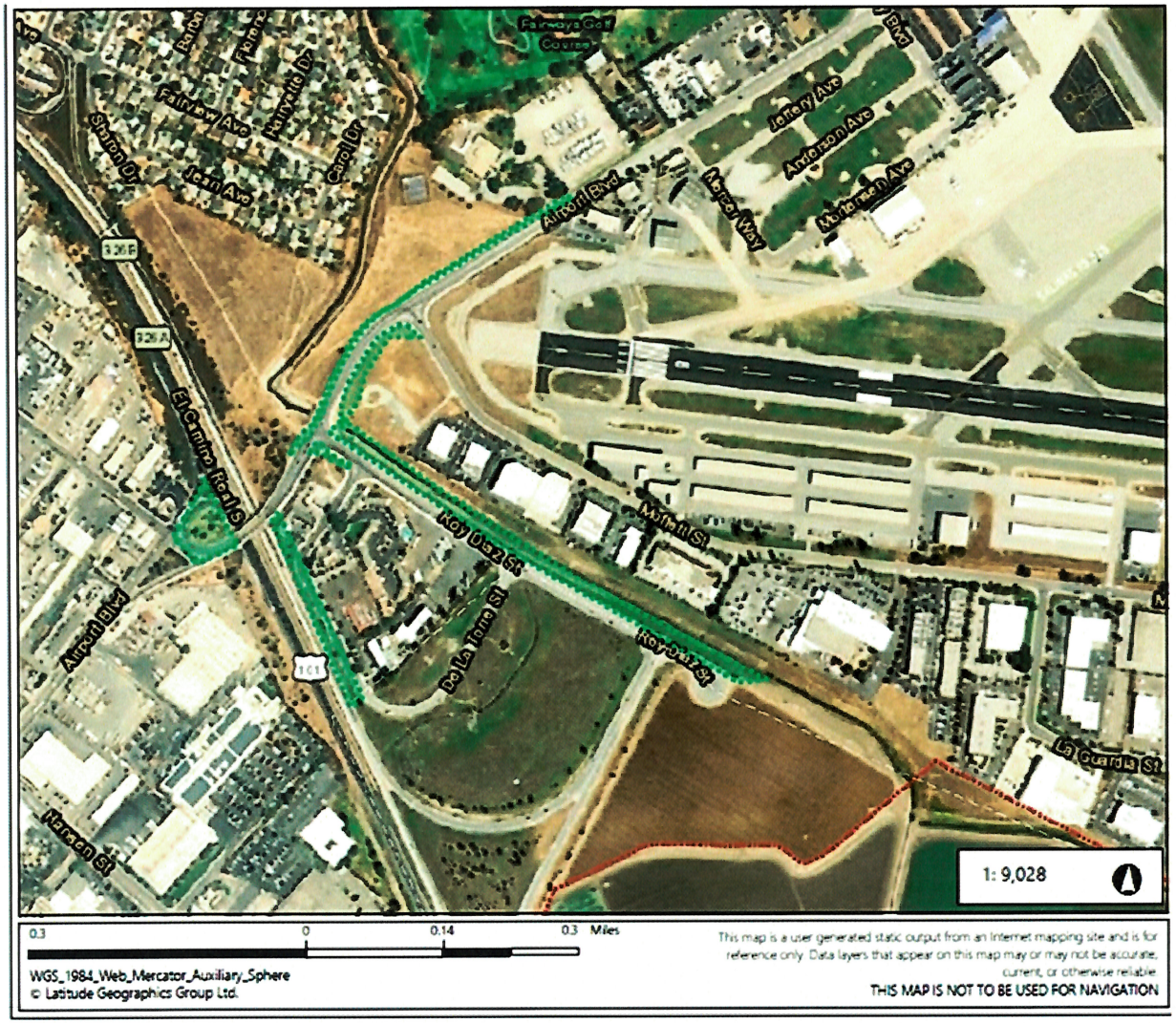
W Market Island S Main & Lincoln



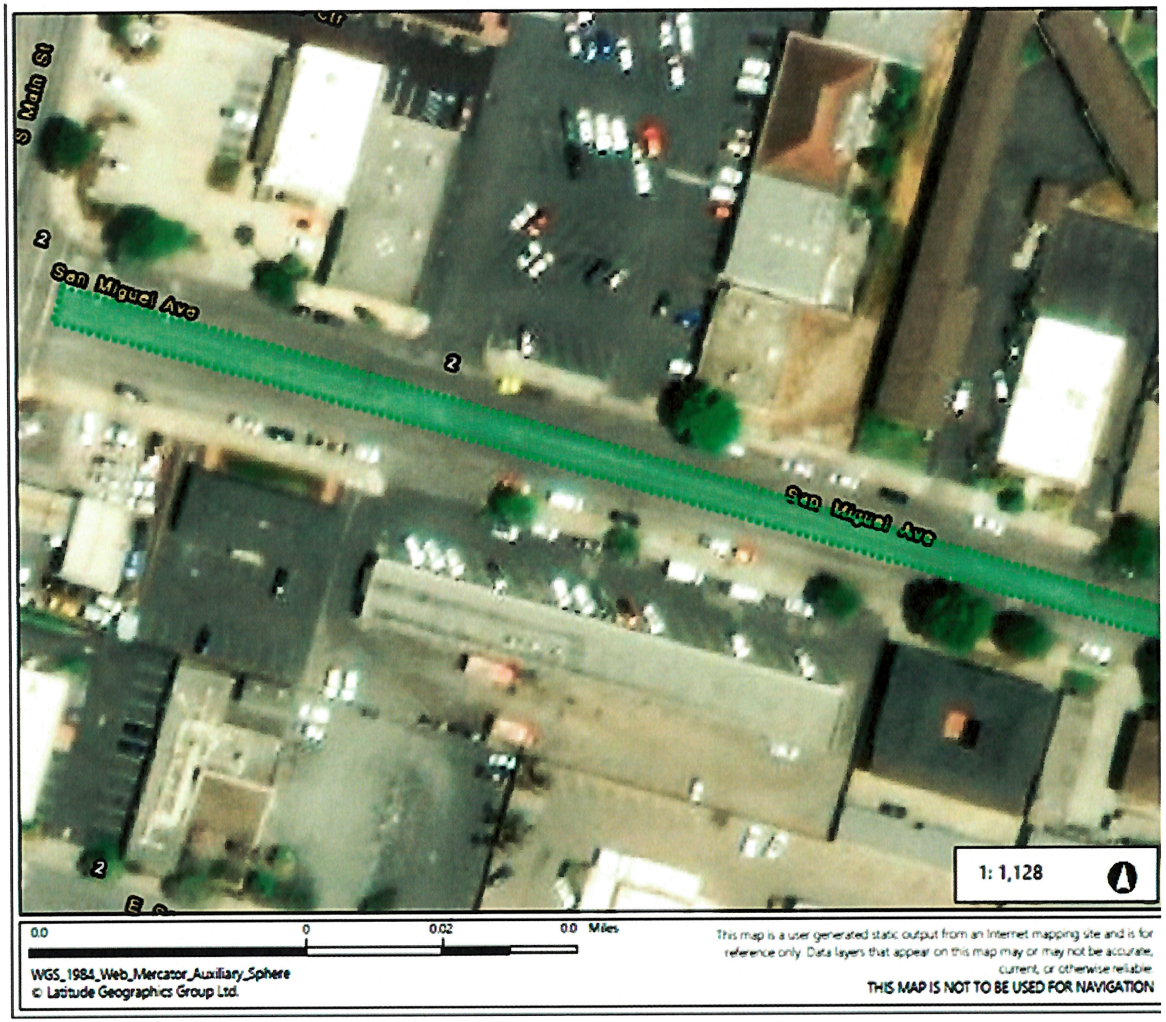
Skyway Blvd – Alisal St Roundabout



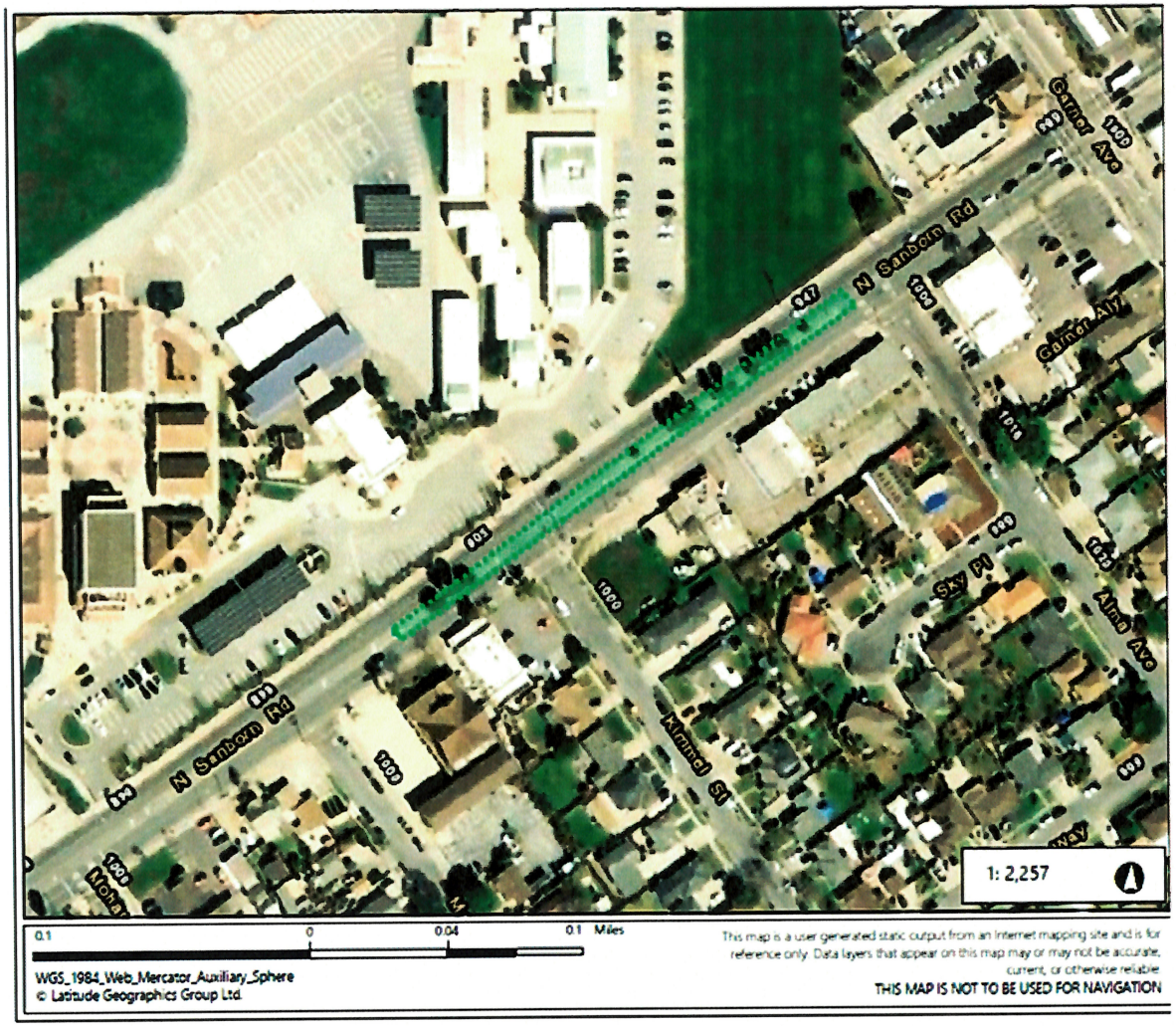
Airport Blvd, HWY 101 Interchange



San Miguel Island – Off S Main St to Pajaro



Sanborn Rd – E Laurel Dr to Del Monte Ave



Example of Bulb Outs on E Market St



Below Vets Park to the exit of bike path at Safeway Parking Lot



AGREEMENT FOR SERVICES BETWEEN THE CITY OF SALINAS AND SMITH & ENRIGHT LANDSCAPING, INC.

THIS AGREEMENT is executed this 14th day of June, 2022, ("Agreement" or "Contract") between the City of Salinas, a California Charter city and municipal corporation (hereinafter "City") and Smith & Enright Landscaping, Inc (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. Attachment D

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 date of start of work and shall be completed by date of end of work 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, 734,112.— . 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 hereto in Exhibit C .

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, including all Department of Industrial Relations' State Labor law requirements. 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, A Municipal Corporation

ATTEST:

City Clerk

BY _____
Mayor

SEE ATTACHED
NOTARY CERTIFICATE

Richard Enright

(Attach Notary Acknowledgment)

Contractor (signature in blue ink)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California
County of Monterey

On July 8, 2022 before me, Claudia P. Matias, Notary Public

personally appeared Richard A. Enright,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

CLAUDIA P. MATIAS
COMM. #2376241
NOTARY PUBLIC - CALIFORNIA
MONTEREY COUNTY
My Comm. Expires Sept. 24, 2025

NOTARY SEAL

ADDITIONAL OPTIONAL INFORMATION

Title or Description of attached document: City-Wide Landscape Services For Greenbelts, Medians & Roundabouts Agreement

Document Date: No Date Number of Pages: 93

Capacity(ies) Claimed by Signer
Signer's Name:
□ Individual
□ Corporate Officer
□ Partner
□ Attorney-in-Fact
□ Trustee
□ Other:

Signer is representing

Capacity(ies) Claimed by Signer
Signer's Name:
□ Individual
□ Corporate Officer
□ Partner
□ Attorney-in-Fact
□ Trustee
□ Other:

Signer is representing

ATTACHMENT C: 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 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.

Addendum No.1

CITY-WIDE LANDSCAPING SERVICES FOR GREENBELTS, MEDIANS & ROUNDABOUTS

DATE: April 15, 2022

TO: Potential Responders to Invitation to Bid

FROM: Victor Baez, District Maintenance /Forestry Manager

RE: City-Wide Landscape Services for Greenbelts, Medians & Roundabouts (RFP)

NOTICE TO ALL POTENTIAL RESPONDENTS, The Request for Proposal Package ("RFP") is modified as set forth in this Addendum. The original RFP documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby incorporated and made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting Respondent's Proposal.

Submittal Deadline

This Addendum does not change the Proposal submission deadline of April 26, 2022 at 2:00 p.m. Pacific Standard Time ("PST").

Manner of Submission

Electronic proposals will be accepted and are preferred. All electronic proposals shall be submitted by April 26, 2022 at 2:00 p.m. PST.

It is the Respondent's responsibility to ensure that said RFP shall be fully uploaded / transmitted via the PlanetBids website, prior to the aforementioned designated date and time. The City will not be accepting paper bids.

Questions and Answers

The following Addendum will address twelve items:

1. The RFP discusses the contractors having to water using a water truck or other means in the event of a non-functioning controller until such controller is repaired. Assuming the malfunction is no fault of the contractor, is this cost reimbursable?

Answer: Yes

2. Are the controllers for the greenbelts, medians & roundabouts central controllers or stand alone? If central what is the make and model?

Answer: Stand Alone

Answer: Make: Hunter Model: ICC-800PL

3. Pg. 17 section E, second paragraph. Will the City be providing the signage that we are under contract with the City? If not, what is an acceptable sign?

Answer: The section referenced (Pg. 17 section E, second paragraph.) covers wage determination information for DIR and contractors responsibilities for compliance.

4. Pg. 26 section M, first sentence. Please explain "for developing water supply"?

Answer: Any alteration to existing service lines

5. Pg. 27 section M-e. How many battery controllers are within this scope of work?

Answer: There are 10+

6. Pg. 27 section M-i. Are sprinkler nozzles, heads, lateral lines, and drip emitters included in the scope of work at no additional charge?

Answer: The payment for the repair and maintenance of the irrigation systems shall be considered as included in the monthly price payed for landscape maintenance and no separate payment shall be made therefor.

7. Pg. 28 section M-I. How many controllers and/ or enclosures are within this scope of work?

Answer: There are 10+

8. Pg. 35 section V-2. Please explain end of sentence," debris and litter from all sources including those outside the work site".

Answer: The sentence can be interpreted to include small adjacent areas from the work sites.

9. Pg. 35 section V-3. My understanding is the graffiti removal is currently done in-house. This is a difficult item to estimate, could we get the current spend/budget or weekly/monthly hours dedicated to graffiti removals?

Answer: Graffiti removal is done in house city wide for all areas except Greenbelt, Medians and Roundabouts. There is no isolated expense information to provide since the cost is included in the landscape contract.

10. Pg. 35 section V-5. How many trash receptacles are located throughout the district or within this scope of work?

Answer: None

11. Pg. 66. Does the service area include the section along the west side of Davis Rd., the area by the school?

Answer: Yes, City –Right –of way (10 foot setback)

12. Pg. 67. Does the service area include the section along the west side of Davis Rd.?

Answer: Yes

END OF ADDENDUM

Richard Knight
4.26.22

SMITH & ENRIGHT
— Landscaping, Inc. —

April 26, 2022

City of Salinas
200 Lincoln Ave
Salinas, CA 93901

Re: Landscape Services for Greenbelts, Medians and Roundabouts

Dear City of Salinas Public Works,

Thank you for the opportunity to present Smith & Enright Landscaping as a partner in maintaining and beautifying the landscape of the City of Salinas. As a small corporation started here in Monterey County over 37 years ago, Smith & Enright Landscaping, Inc has grown through word of mouth and exceptional performance into a respected industry leader. Our priorities are providing excellent service to our clients and a safe workplace for our valued employees. With over 60 local, full-time employees and a trade partner for tree care, we are capable of managing the City of Salinas greenbelts, medians and roundabouts in a professional and efficient manner.

Following on the next page, is a summary presentation of our credentials and experience in response to your request for proposals.

We invite any inquiries to be directed to Selena Herrin at (831) 970-8346 or selena@smithenright.com. Thank you for your consideration.

Sincerely,

Richard Enright

Rick Enright
Vice-President

Qualifications

For over 38 years, S&E has worked with HOA's, shopping centers, and municipalities to care and manage their landscape investment.

A strong landscape management program and service is integral to a healthy community. Open spaces and parks are a resource and play a pivotal role in our health and well-being. Keeping these spaces looking their best for all to enjoy is our goal and pleasure.

S&E Key Staff Persons and Team:
Everyone listed would play a role in caring for the Greenbelts, Medians and Roundabouts

- Rick Enright, Maintenance Operations
  - Owner, Founder. Estimator
  - Over 45 years in green industry

- Selena Herrin, General Manager
  - Oversees contracts, operations & production. Twenty- two years with S&E and the green industry working to create a strong team. Landscape Industry Certified Manager. Rescape Qualified Maintenance Professional.

- Rich Alcala, Property Care Manager
  - Onsite Supervisor working with client and crews to ensure quality, safety and efficiency. Excellent communication skills and a can-do attitude. Thirty-five years in the green industry.

- Jose Sanchez, Production Manager
  - Oversees crews and equipment to ensure safety, efficiency and quality. Over 23 years in the green industry.

- Porfirio Avilez, Irrigation Tech
  - Performs irrigation audits to conserve water. Repairs any irrigation issues that arise. Excellent knowledge of irrigation controllers and troubleshooting tactics.
  - 25 years in the green industry.

- Ramon Sanchez, Irrigation Tech
  - Excellent troubleshooter in diagnosing irrigation challenges. Repairs any irrigation issues that arise.
  - 25 years in the green industry

- Edgar Chavarria, IPM & Backflow Services
  - Manages IPM for all S&E properties. Holds a QAC card and is certified to test backflows. 12 years in the green industry.

- Kathy Hooker, Designer & Plant Health Care
  - Designs and serves as plant health care advisor to ensure plant material on our accounts is at its best. BS from CalPoly and 20 years in the green industry.

- Diana Arechiga, HR/Team Care & Administrative Support
  - Supports crews and office

- 15 crews of 3 men each to care for contracts we maintain

Experience and References:

- City of Salinas Victor Baez
  Cell: (831) 970-7620
  Email: victorb@ci.salinas.ca.us

  Smith & Enright has worked in partnership for over 20 years with the City of Salinas providing full-service landscape maintenance for their districts, streetscapes and parks. We have completed many new construction projects for them along with renovations and maintenance of their baseball fields. Our current contracts are the North/East District and Monte Bella Streetscaping. The North/East District comprises over 120 acres of open space, walkways, bluffs, park areas and medians. Due to miles of walkways, medians and open spaces, the irrigation system is complicated and, in many places, outdated. Our irrigation techs map the area, let the city know of any repairs needed, provide an estimate, work within budget, let the supervisor know of any changes and take pictures of completed work for documentation. Our landscape maintenance crews are a daily set of eyes in the district, perform playground inspections, look for any irrigation or pest problems, clear debris, empty trash cans, and take care of all the horticultural needs. We provide the same service for the Monte Bella Streetscaping Contract - this is a newer district with updated landscaping including sound walls, bioswales and retention ponds.

- Las Palmas II — Stuart Burbank
  Phone: (831) 758-4481
  Email: stuart@bt-hoa.com

  This beautiful neighborhood is like a small city and is settled near the foothills of the Santa Lucia Mountains. It is a family friendly community consisting of 700 single family homes. Smith & Enright Landscaping has been providing the landscape maintenance for over 10 years taking care of its open space areas, parks, medians and streetscaping. The majority of its irrigation is reclaimed water from an onsite water treatment plant. This provides a good challenge for our techs to keep the lines and sprinklers clear of foreign substances and particles. We have loved enhancing the value of this community by maintaining their landscape investment.

- City of Gonzales — Tiffany Twizzelman
  Phone: (831) 776-2095
  Email: ttwisselmann@co.gonzales.ca.us

  Gonzales is a small town with a big heart and we have enjoyed being able to work with this City for the past 5 years to keep its greenspaces vibrant. South county brings it challenges of hotter weather and wind. Our property care manager stays in close contact with Public Works to make sure irrigation is covering all plant material and is being conserved. There are many parks in Gonzales and our crew is respectful and aware of the community enjoying the space, finding a balance of maintaining a busy area and stopping when appropriate.

- City of Greenfield — Maria Vidal
  Phone: (831) 674-2635
  Email: mvidal@ci.greenfield.ca.us

  The City of Greenfield is located in the heart of the Salinas Valley. We maintain 5 subdivisions with their parkstrips, medians and soundwalls along with their community parks

- City of Hollister — Tina Garza
  Cell: (831) 673-6281
  Email: tina.garza@hollister.ca.gov

We have recently begun working with the City of Hollister in maintaining a portion of their parks and sound walls. Previously, public works had been caring for the landscapes and we are partnering with them in helping them create a landscape management plan of consistent care.

Expired Contracts:

Any contracts that have expired have naturally terminated due to length of time or price increase.

Methodology:

Smith & Enright Landscaping's approach for RFP's with this scope of work is to provide a singular crew who is assigned the responsibilities of maintaining the areas requested. Through experience, we have found that by having a committed crew to a specific area – the benefits are multiple. The crew becomes familiar with their route which increases efficiency, plus they own and take pride in their work. City of Salinas Staff also become familiar with the crew and can rely on their experience to get the job done.

Our plan to care for the greenbelts and medians of Salinas is simple:

Communication - Presence - Consistency

Communication: A typical day starts off with a quick text to the City Inspector of where the crew will be working that day. Each week a report is sent in listing the crew hours each day.

Presence: A dedicated crew working on the greenbelts each workday of the week. Every morning appropriate equipment is loaded for the location and the landscape maintenance is cared for following all safety, traffic & IPM protocols.

Consistency – With regular care a consistent, maintained look to the landscape is achievable.

Transition & Work Plan: To begin a project like this – Our property care manager will meet with city staff to triage and prioritize any "hot spots" that need special attention to be brought up to par. Weed abatement would be first, followed by shrub trimming and general cleanup. If any areas are having irrigation challenges, our irrigation tech will evaluate and create a plan to repair. Once distressed landscape areas have been taken care of, a route will be established focusing on a particular are of town and the type of maintenance needed. Since there are many areas that need seasonal trimming and care – we feel one crew will be able to cycle those areas through along with weekly maintenance needed at the other areas. Certain projects will need additional help and that labor will be provided.

A dedicated property care manager will be the point of contact between the City and the team on site. We will have a crew of 3 men working a consistent route. If a crew member is absent, our staffing plan works to keep extra people on hand to cover for those who need to miss work. Irrigation & IPM techs will work on an as needed basis. For larger jobs such as trimming Davis, Blanco, etc – extra manpower will be made available. Typical equipment such as edgers,

weedeaters, hedge trimmers and mowers will be provided to the crew to make sure the job gets done.

Team Care: Safety & Training begin first thing – upon hiring and each and every day. Once an employee joins our team, they are matched with an experienced crew leader. The crew leader is supported in training him by our production manager. Each week, a safety topic is assigned and every other week, an in person, company wide safety meeting is held where 'near misses" are discussed and improvements made. We review a topic about landscape care and go over notes on how operations can be made safer and with more efficiency. For further information on company policies and benefits our employee handbook will be sent upon request (only able to upload one attachment).

Environmentally Friendly Practices, Innovations & Cost Savings:

We encourage and practice grasscycling & leaf mulching wherever possible. This reduces waste in landfills, adds nitrogen back to the soil, helps hold in moisture and prevents the growth of thatch.

Water management is a priority, especially these last few years with limited rain. Our irrigation techs conduct irrigation audits to maximize water potential and minimize waste. We also offer smart water management online with our trade partner, Weathermatic. Implementing smart controllers offers the ability to comply with state water restrictions

S&E incorporates an Integrated Pest Management approach to disease and pest control. IPM seeks to achieve optimum plant health and vigor by providing proper fertilization, water management, and routine monitoring to identify insects and diseases in their early stages.

Turf Conversion: as much as a city's budget allows – converting non-recreational turf should be part of a landscape plan. So much water and maintenance are used to care for turf so an investment in repurposing areas with drip and plants is an item that would be well considered.

Plant Material: when installing plant material, as much as possible – allow for future growth to take place without having to schedule many trimmings. Less maintenance equals less time and fuel emissions all creating a savings for the budget.

Labor & Material Bond: Proposal amount includes $6,500 a year for a bond as per City request. If there is legal flexibility, this amount can be deducted from yearly cost.

Services Available for Scope of Work:

- **Landscape Maintenance:** this is an ongoing service where our crews mow, edge, blow, scan the area for unsafe objects, and irrigation leaks

- **Brush Management and Firebreak Clearance**: done in conjunction with ongoing maintenance or as a separate job. This includes raising tree canopies and removing vegetation prone to fire fuel to create defensible space.

- **Water Management**: Our irrigation tech's goal is to save the city water and money and to ensure your system is working at peak efficiency.
  Services include:
  - Complete irrigation evaluation
  - Consulting, design & installation
  - Backflow certification, installation & repair
  - System maintenance, troubleshooting & repair
  - Weather based "smart" irrigation technology
  - 24 hour emergency service

- **Landscape Construction & Enhancements:** Our team works with you to design/build a new project or to simply breathe new life into an existing property by enhancing and refreshing existing landscape.

- **Tree Care:** Trees are the most valuable component of any landscape - we work with our tree partner, J.A. Services, in caring for your trees above 12'.
  Services include:
  - Pruning
  - Injections – Pest & Disease Control
  - 24 hour emergency service
  - Removals & Stump Grinding

Subcontractors:

- **J.A. Tree Service** – Tree Care Expert. They partner with us to take care of all trees 12' and larger. His company provides the services listed under tree care.
- **Hemi's Landscaping & Concrete** - We work with Hemi and his reputable company for any hardscaping work such as concrete or pavers.

Insurance Coverage: We acknowledge Smith & Enright Landscaping Can provide all insurance required in Attachment C

Attachment D-1: Questionnaire

1. What sets your company apart from the rest? Why should the City of Salinas utilize the services from your organization?
   All members of the S&E team are local. We are invested in the community we grew up in and take pride in caring for our city's landscape.

2. Describe your firm's qualifications to provide the service specified in the RFP. Provide the firm's vision and mission statements, and key services offered.
   With over 38 years of experience in landscape management, our S&E team is established with veteran individuals set up to properly care for your landscape investments. We build relationships and care for landscapes. Please see Services Available for Scope of Work for key services.

3. What are some of your firm's professional affiliations and accreditations?
   We are members of the Irrigation Association, CLCA & NALP (National Association of Landscape Professionals)

4. Is your company, either presently or in the past, been involved in any litigation, bankruptcy, or reorganization for any reason? If so, please provide dates and resolution.
   NO

5. Has your organization ever failed to complete any work awarded to it? NO

6. What will be the mode of communication between onsite staff, shift leads, management and City of Salinas staff?
   We find everyone has a preferred method of communicating. Once that method is determined – either phone, text, email we utilize that daily to solve problems and get tasks done. Email is the best for following through on complicated projects or tasks.

7. What will be the corrective action procedure to ensure that problems are solved quickly and not repeated? **If a problem occurs, and they will - best way to solve them is to have frank and honest conversations about what occurred, own responsibility and resolve to repair.**

8. Describe your firm's established 'proactive" quality control program that you will be providing to the city to ensure a high level of performance is maintained on a consistent basis. Include any examples of forms currently being utilized and their particular function/use.
The property care manager is ultimately responsible for the quality of landscape care. Multiple times throughout the week, they drive throughout all the areas taking note of any deficiencies and communicating to the crew. The crew itself monitors and knows what to care for during each season and when.

9. Will there be a dedicated site/account supervisor and what will be the duties and responsibility of this position? Will that person be responsible for other accounts/contracts?
Yes, we will have a dedicated site/account supervisor. Duties and responsibilities include reviewing sites being maintained, communicating with the crew on quality control and with city staff on issues and challenges that come up. Other contracts and accounts are also managed by this person.

10. How will your organization handle shortages in staffing levels as a result of vacations, illness, terminations, etc?
Our staffing plan works to hire extra crew members in anticipation of illness, vacation or terminations.

11. Include a summary of your firm's training and injury/illness prevention and safety programs.
It is all documented in an IIPP manual available upon request. We follow all safety protocols. Please see IIPP plan that is uploaded with other documents. For training specific to landscape care and safety on the job we have a training manual for 3 levels of experience, Gardener 1, Leadman & Crew Leader. Again, due to limited attachment capability, we can send upon request.

12. Is your firm planning to subcontract portions of the work?
We will be doing all portions of landscape maintenance and care. If for any reason tree trimming needs to be completed, we would work with our trade partner, J.A. Tree Service.

13. Please provide a detailed list of the equipment that will be used to complete the requirements of this contract. Will there be equipment stored on site to perform the day to day duties?
All equipment will be stored at our yard. Equipment used will be typical landscape maintenance appropriate: Mowers, edgers, blowers, weedeaters, leaf vacuum and string trimmers.

ATTACHMENT D: PRICING PROPOSAL FORM

Landscape Services for Greenbelts, Medians, & Roundabouts

The work shall involve the furnishing of all labor, material, equipment, and incidentals to perform the Landscape Maintenance in the mentioned locations in accordance with the City's Standard Specifications and terms outlined in this RFP. The Maintenance locations are shown on the location maps in **Attachment A** and described in detail in **Section 19.**

PROPOSAL ITEMS:

Item #1

Item #1: Landscape Maintenance for Greenbelts, Medians, & Roundabouts on areas noted in Section 19 and Attachment A

$20,392.00 per month

$244,704.00 per year

Additional Items:
Item #2-4
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	$ 4,800.00
Item #3	50 hours x Specialty Irrigation Crew Rate	$ 4,000.00
Item #4	$7,000 x Percentage Markup	$ 7,700.00
	Total for Extra Item #2-4	**$ 16,500.00**

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.

Items #5
General Gardening Crew Rate (Service based on a two-person crew). Provide general gardening services as required (i.e.; sprinkler replacement, special cleanups)

$ 120.00 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 $ 80.00 Total Hourly
Helper Rate $ 70.00 Total Hourly

Item #7:
Plant Purchase and Installation Price That Meet City Standards

1 gallon	$ 25.00 Total
2 gallon	$ 45.00 Total
5 gallon	$ 60.00 Total
10 gallon	$ 120.00 Total
15 gallon	$ 300.00 Total
24-inch box tree	$ 500.00 Total

Item #8:
Percent of Markup on Materials – Percentage increase over the best/ lowest cost, including Contractor discounts, paid by Contractor for materials approved for replacement or installation 10 %

Item #9:
Tree Trimming

Hourly Prices given since measurements not included

DBH price for removal
$ 95.00 Total

DBH price for trimming (Structural pruning to maintain strength and shape)
$ 95.00 Total

Stump Grinding to a depth of three feet including grubbing and root removal
$ 95.00 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.

$ 1,500.00 Total Monthly Price per Acre

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in this RFP. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of three (3) years. Any and all requests for pricing adjustments for follow-up contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. A two (2) year extension can be requested with a written letter. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for All Urban Consumers in area: San Francisco-Oakland-San Jose, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

ATTACHMENT D-1: QUESTIONNAIRE

In addition to the written proposal that demonstrates the Contractor's understanding of the RFP, each Proposal shall also include responses to the questions below.

Brochures and advertisements will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items. Incomplete questionnaires may be rejected.

1) What sets your company apart from the rest? Why should City of Salinas utilize the services from your organization?

2) Describe your firm's qualifications to provide the service specified in this RFP. Provide the firm's vision and mission statements, and key services offered.

3) What are some of your firm's professional affiliations and accreditations?

4) Is your company, either presently or in the past, been involved in any litigation, bankruptcy, or reorganization for any reason? If so, please provide dates and resolution.

5) Has your organization ever failed to complete any work awarded to it?

6) What will be the mode of communication between onsite staff, shift leads, management and City of Salinas staff?

7) What will be the corrective action procedure to ensure that problems are solved quickly and not repeated?

8) Describe your firm's established "proactive" Quality Control program that you will be providing to the City to ensure a high level of performance is maintained on a consistent basis. Include any examples of forms currently being utilized and their particular function/use.

9) Will there be a dedicated site/account supervisor and what will be the duties and responsibility of this position? Will that person be responsible for other accounts/contracts?

10) How will your organization handle shortages in staffing levels as a result of vacations, illness, terminations, etc.?

11) Include a summary of your firm's training and injury/illness prevention and safety programs.

12) Is your firm planning to subcontract portions of the work? Yes No
If yes, indicate the name of the subcontractor(s) and the portion of the work that will be subcontracted in each case.

13) Please provide a detailed list of the equipment that will be used to complete the requirements of this contract. Will there be equipment stored on site to perform the day-to-day duties?

ATTACHMENT D-2: DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire and submit with Proposal:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

_____ Yes ___X___ No

If the answer is yes, explain the circumstances in the following space.

Signature of Contractor

ATTACHMENT E: DECLARATION OF LOCAL BUSINESS ENTERPRISE FORM

Business Information (All information must be completed)
(Please type or print clearly in ink)

Business Name:
Smith & Enright Landscaping, Inc

Business Address:
540 Work St Suite C Salinas, CA 93901

Local Business Office Address: 540 Work St Suite C Salinas, CA 93901 Salinas, California

City of Salinas Business License Number:
07666

No. of Employees: 60 **No. of Full-Time Employees in Salinas**

Current on all City of Salinas taxes, fees, assessments, and fines? ☒ **Yes** ☐ **No**

Currently subject to enforcement action by the City or in litigation with the City? ☐ **Yes** ☒ **No**

Year began doing business within the city of Salinas: 1984

Newly established business (doing business within the city of Salinas less than one year): is the newly established business owned by an individual(s) formerly employed by a local business enterprise? ☐ **Yes** ☒ **No** **If Yes, for what years?**

Any person claiming to be a local business enterprise as defined in Article III-A of Chapter 12 of the Salinas Municipal Code shall so certify in writing under penalty of perjury that they meet all the criteria listed in Salinas Municipal Code section 12-28.020, subsection (d). A local business enterprise shall be required to submit such declaration on an annual basis and shall immediately notify the City's Purchasing Officer if there is any change in circumstances which would disqualify it from application of the preference. The City shall not be responsible or required to verify the accuracy of any such certifications and shall have sole discretion to determine if a person meets the definition of "local business enterprise."

CERTIFICATION

I declare that I am 18 years of age or older and the information contained in the foregoing application is true and correct to the best of my knowledge. Under penalties of perjury, I certify that all the information provided herein is correct and that the business enterprise I am representing meets all of the criteria set forth in Salinas Municipal Code section 12-28.020, subsection (d) for a "local business enterprise." I declare that I am authorized to submit this Declaration for and on behalf of myself and the organization described above.

Signature Richard O'Enright Date 04/26/22

Printed Name: Richard Enright

_____[state].

Signed Richard O'Enright

Vice-President

Title

ATTACHMENT F: PAYMENT BOND

(LABOR AND MATERIAL BOND)

KNOW ALL MEN BY THESE PRESENT, that WHEREAS, the City Council of the City of Salinas, Monterey County, State of California, by Resolution No. 22387 (N.C.S.) passed June 14, 2022, has been awarded to Smith & Enright Landscaping, Inc. hereinafter designated as "Principal," a Contract for

LANDSCAPE SERVICES FOR GREENBELTS, MEDIANS & ROUNDABOUTS

WHEREAS, said Principal is required to furnish a bond in connection and with said Contract, provided that if said Principal or any of his/her or its Subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance for the work Contracted to be done for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extend hereinafter set forth;

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract:

Now, therefore, We, the Principal and _____ as Surety, are held and firmly bounded to the City of Salinas, Monterey County, California, in the penal sum of two hundred forty-four thousand, seven hundred four dollars ($244,704.00) Dollars, lawful money of the United States, being not less than 100% of the estimated Contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, or any of his/her heirs, executors, administrators, successors, or assigns shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for, or about the performance of the work Contracted to be done, or for any work or labor thereon of any respect to such work or labor, as required by the provisions of Division 2, Part 1, Chapter 5 of the Public Contracts Code of the State of California, and provided that the persons, companies, or other supplies, teams, appliances, or power used in, upon, for, or about the performance of the work contracted to be executed or performed, or any person, company, or corporation renting or hiring teams, implements, or machinery of power for or contributing to said work to be done, or any person who performs work or labor upon same, or any person who supplies both work and materials therefore, shall have complied with the Provisions of said Government Code, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above-mentioned Code provided.
This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Government Code so as to give a right to action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, to the work to be performed thereunder, or the Specifications accompanying the same shall in anyway affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, to the work, or to the Specifications.

IN WITNESS WHEREOF, the above bond parties have executed this instrument under their seals this _____day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative; pursuant to authority of its governing body.

Principal Name: Smith & Enright Landscaping Services, Inc.
Address: 540 Work Street, Salinas, California 93901

(Attach Notary Acknowledgment)

_____
By: _____
(Signature in blue ink)

By: _____
(Signature in blue ink)

Surety Name: _____

Address: _____

(Attach Notary Acknowledgment)

_____
By: _____
(Signature in blue ink)

By: _____
(Signature in blue ink)

PLATTE RIVER INSURANCE COMPANY
Annually Renewable Payment Bond
BOND #PR2740398

KNOW ALL MEN BY THESE PRESENTS: That we, Smith & Enright Landscaping, Inc. (hereinafter called the Principal), and Platte River Insurance Company (hereinafter called the Surety), are held and firmly bound unto City of Salinas as Obligee in the full and just sum of Two Hundred Forty Four Thousand Seven Hundred Four and 00/100 Dollars, ($ 244,704.00) lawful money of the United States of America, for the payment whereof, said Principal and Surety bind themselves, their heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the 14 day of June, 2022 entered into a Contract with the Obligee for Landscape Services for Greenbelts, Medians & Roundabouts for a period of 3 years which contract is hereby referred to and made a part hereof.

WHEREAS, the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, then this obligation shall be void. A claimant is defined as one having a direct contract with the principal or with a subcontractor of the principal for labor, material, or both, used or reasonably required for use in the performance of the Contract.

In no event shall the Surety's aggregate liability exceed the sum specified in this bond.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

1. This bond is for the term beginning 7/1/2022 and ending 7/1/2023. The bond may be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. In the event of default by the Principal, Obligee shall deliver to Surety by certified mail, a written statement of the facts of such default, within thirty (30) days of the occurrence. In the event of default, the Surety will have the right and opportunity, at its sole discretion, to: a) cure the default; b) assume the remainder of the Contract and to perform or sublet same; c) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator or successors of Obligee.
5. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.
7. This bond shall not bind the Surety unless the bond is accepted by the Obligee. The acknowledgement and acceptance of this bond is demonstrated by signing where indicated below. If this obligation is not accepted by way of signature of the Obligee below, this bond shall be deemed null and void.

Signed and sealed this 8 day of July, 2022.

PRINCIPAL:	SURETY:
_____ (seal)	Platte River Insurance Company (seal)
Richard Enright V. Pres.	Chris Eley
(name & title)	Attorney-in-Fact

THE ABOVE TERMS AND CONDITIONS OF THIS BOND HAVE BEEN REVIEWED AND ACCEPTED BY THE (OBLIGEE).

ACKNOWLEDGED AND ACCEPTED BY OBLIGEE:

BY: _____

PRINTED NAME/TITLE: _____

DATE: _____

PLEASE RETURN A COPY OF ACCEPTED BOND TO:
Platte River Insurance Company
2121 California Street, Suite 300
Walnut Creek, CA 94596

SEE ATTACHED NOTARY CERTIFICATE

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California
County of Monterey

On July 14. 2022 before me, Ramon N. Vallejo, Notary Public

personally appeared — Richard A. Enright —

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

RAMON N. VALLEJO
COMM. #2401846
NOTARY PUBLIC - CALIFORNIA
MONTEREY COUNTY
My Comm. Expires May 21, 2026

NOTARY SEAL

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

Title or Description of attached document: Platte River Insurance Company - Annually Renewable Payment Bond

Document Date: July 8. 2022 Number of Pages: — TWO —

Capacity(ies) Claimed by Signer
Signer's Name: _____
□ Individual
□ Corporate Officer _____
□ Partner
□ Attorney-in-Fact
□ Trustee
□ Other: _____

Signer is representing _____

Capacity(ies) Claimed by Signer
Signer's Name: _____
□ Individual
□ Corporate Officer _____
□ Partner
□ Attorney-in-Fact
□ Trustee
□ Other: _____

Signer is representing _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF Saline)

BE IT REMEMBERED, on this day, personally appeared before me, Chris Eley, known to me to be the person whose name is subscribed to the foregoing as attorney-in-fact, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and official seal this 8 day of July, 2022.

Kimberly Lynette Sohl
Notary Public

My Commission Expires: December 9, 2025

KIMBERLY LYNETTE SOHL
Notary Public - Arkansas
Saline County
Commission # 12696366
My Commission Expires Dec 9, 2025

(S E A L)

PLATTE RIVER INSURANCE COMPANY
Annually Renewable Performance Bond
BOND # PR2740398

KNOW ALL MEN BY THESE PRESENTS: That Smith & Enright Landscaping, Inc. (hereinafter called the Principal), and Platte River Insurance Company (hereinafter called the Surety), are held and firmly bound unto City of Salinas (hereinafter called the Obligee), in the full and just sum of Two Hundred Forty Four Thousand Seven Hundred Four and 00/100 Dollars ($244,704.00), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the 14 day of June, 2022 entered into a Contract with the Obligee for Landscape Services for Greenbelts, Medians & Roundabouts for a period of 3 years which contract is hereby referred to and made a part hereof.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of one year.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said Contract at the time and in the manner specified during the term of this bond, and shall reimburse said Obligee for any loss which said Obligee may sustain by reason of failure or default on the part of said Principal, than this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. This bond is for the term beginning 7/1/2022 and ending 7/1/2023. The bond may be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. In the event of default by the Principal, Obligee shall deliver to Surety by certified mail, a written statement of the facts of such default, within thirty (30) days of the occurrence. In the event of default, the Surety will have the right and opportunity, at its sole discretion, to: a) cure the default; b) assume the remainder of the Contract and to perform or sublet same; c) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator or successors of Obligee.
5. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.
7. This bond shall not bind the Surety unless the bond is accepted by the Obligee. The acknowledgement and acceptance of this bond is demonstrated by signing where indicated below. If this obligation is not accepted by way of signature of the Obligee below, this bond shall be deemed null and void.

Signed and sealed this 8 day of July, 2022.

PRINCIPAL: _____ (seal)
Richard Knight V.P.
(name & title)

SURETY:
Platte River Insurance Company (seal) _____ Chris Eley
Attorney-in-Fact

THE ABOVE TERMS AND CONDITIONS OF THIS BOND HAVE BEEN REVIEWED AND ACCEPTED BY THE (OBLIGEE).

ACKNOWLEDGED AND ACCEPTED BY OBLIGEE:

BY: _____
PRINTED NAME/TITLE: _____
DATE: _____

PLEASE RETURN A COPY OF ACCEPTED BOND TO:
Platte River Insurance Company
2121 California Street, Suite 300
Walnut Creek, CA 94596

SEE ATTACHED NOTARY CERTIFICATE

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

PR2740398
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

---------- CHRIS ELEY; AMELIA MCSHANE; JASON JENKINS----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00 ----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary

PLATTE RIVER INSURANCE COMPANY
CORPORATE SEAL
NEBRASKA

PLATTE RIVER INSURANCE COMPANY

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE
NOTARY PUBLIC
STATE OF WISCONSIN

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 8 day of July, 20 22.

PLATTE RIVER INSURANCE COMPANY
CORPORATE SEAL
NEBRASKA

Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California
County of Monterey

On July 14.2022 before me, Ramon N. Vallejo, Notary Public

personally appeared Richard A. Enright

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

RAMON N. VALLEJO
COMM. #2401846
NOTARY PUBLIC - CALIFORNIA
MONTEREY COUNTY
My Comm. Expires May 21, 2026

NOTARY SEAL

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

Title or Description of attached document: Platte River Insurance Company - Annually Renewable Performance Bond

Document Date: July 8. 2022 Number of Pages: Two

Capacity(ies) Claimed by Signer
Signer's Name: _____
□ Individual
□ Corporate Officer _____
□ Partner
□ Attorney-in-Fact
□ Trustee
□ Other: _____

Signer is representing _____

Capacity(ies) Claimed by Signer
Signer's Name: _____
□ Individual
□ Corporate Officer _____
□ Partner
□ Attorney-in-Fact
□ Trustee
□ Other: _____

Signer is representing _____

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

PR2740398
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

---------- CHRIS ELEY; AMELIA MCSHANE; JASON JENKINS----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00 ----------

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"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary

PLATTE RIVER INSURANCE COMPANY
CORPORATE SEAL
NEBRASKA

PLATTE RIVER INSURANCE COMPANY

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DAVID J. REGELE NOTARY PUBLIC STATE OF WISCONSIN

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 8 day of July, 20 22.

PLATTE RIVER INSURANCE COMPANY
CORPORATE SEAL
NEBRASKA

Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF Saline)

BE IT REMEMBERED, on this day, personally appeared before me, Chris Eley, known to me to be the person whose name is subscribed to the foregoing as attorney-in-fact, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and official seal this 8 day of July, 2022.

Kimberly Lynette Sohl
Notary Public

My Commission Expires: December 9, 2025

KIMBERLY LYNETTE SOHL
Notary Public - Arkansas
Saline County
Commission # 12696366
My Commission Expires Dec 9, 2025

(S E A L)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/12/2021

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 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	CONTACT NAME: Suzette Chacon
Leavitt Central Coast Insurance Services, Inc. License #0G39781 950 East Blanco Rd, Suite 103 Salinas CA 93901	PHONE (A/C, No, Ext): (831) 424-6404 FAX (A/C, No): (831) 424-0140 E-MAIL ADDRESS: suzette-chacon@leavitt.com
INSURED	INSURER(S) AFFORDING COVERAGE / NAIC #
SMITH & ENRIGHT LANDSCAPING, INC 540 Work Street #C Salinas CA 93901-5005	INSURER A: Argonaut Insurance Company 19801 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 21-22 Master **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	Y	LAN2901545-00	8/11/2021	8/11/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pest/Herb Applicator	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS HIRED AUTOS [ ] NON-OWNED AUTOS	X	Y	LAA2901545-00	8/11/2021	8/11/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
A	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			LAX2901545-00	8/11/2021	8/11/2022	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Landscape Services for Monte Bella Maintenance District

The City of Salinas, its officers, officials, employees, and volunteers are incluced as Additional Insured per the attached endorsement forms.

CERTIFICATE HOLDER

hang.pham@ci.salinas.ca.us

City of Salinas
200 Lincoln Avenue
Salinas, CA 93901

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

Joe Bonura/SUCHAC

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B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO FLEET ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

A. BROADENED NAMED INSURED

In **SECTION V – DEFINITIONS**, item **G.** is amended as follows:

The definition of "insured" is amended to include the following:

"Insured" includes as Named Insured any organization that is acquired or formed by you, in which one or more Named Insured(s) shown in the Declarations has an ownership interest of more than 50%, if there is no similar insurance available to that organization.

However, "insured' does not include any newly acquired or formed organization:

1. That is a joint venture or partnership;
2. That is an "insured" under any other similar liability or indemnity policy;
3. That has exhausted its limit of insurance under any other similar liability or indemnity policy; or
4. That has existed for 180 days or more after acquisition or formation by you unless you have notified us of the organization prior to the 181st day after the effective date of acquisition or formation or the end of the policy period, whichever is earlier.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

B. AMENDMENT OF COVERAGE EXTENSIONS

In **SECTION II – LIABILITY COVERAGE**, the following are amended:

1. Paragraph **A.2.a.(2)** is replaced by the following:

   (2) Up to $2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. Paragraph **A.2.a.(4)** is replaced by the following:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 per day because of time off from work.

C. RENTAL REIMBURSEMENT COVERAGE

Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

1. This coverage applies only to a covered "auto" described or designated in the Vehicle Schedule or in the Declarations as carrying physical damage coverage.

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Copyright, ISO Properties, Inc.

(3) $2,500.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

3. DEDUCTIBLE

No deductibles apply to this coverage.

E. TAPES, RECORDS AND DISCS COVERAGE

1. Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar devices:

a. Are your property; and

b. Are in a covered "auto" showing visible signs of forcible entry at the time of "loss".

2. The most we will pay for "loss" is $250.

3. **PHYSICAL DAMAGE COVERAGE** provisions apply to this coverage, except for any deductible.

F. EXTENDED TOWING COVERAGE

In **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is amended:

Paragraph **A.2.** is replaced by the following:

2. Towing

a. We will pay up to the limit shown in **b.** for towing and labor costs incurred each time an "auto" is disabled. However, the labor must be performed at the place of disablement.

b. Limit of Insurance

(1) The most we will pay per disablement of a private passenger type "auto" is $75.

(2) The most we will pay per disablement of an "auto" not of the private passenger type is $500.

G. EXTENDED GLASS COVERAGE

In **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is amended:

Paragraph **A.3.a.** is replaced by the following:

a. Glass breakage. If "loss" is applicable to only the glass of a covered "auto" and the glass is repaired rather than replaced, the deductible will be waived.

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(2) For each hired "auto," our obligation to pay for "loss" will be reduced by a deductible equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning.

(3) We will also pay up to $500 per "accident" for loss of use of the hired "auto" if it results from an "accident" for which you are legally liable. The lessor must suffer an actual financial loss for this coverage to apply.

(4) Hired Car Physical Damage Coverage provided by this extension is excess over any other collectible insurance.

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, **A. Coverage**, **4. Coverage Extensions,** item **b. Loss Of Use Expenses** is deleted in its entirety and replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $30 per day, subject to a maximum of $900 per "accident."

This extension of coverage does not apply to any "auto" you hire or borrow from:

(1) any of your "employees";

(2) partners (if you are a partnership);

(3) members (if you are a limited liability company); or

(4) members of their households.

K. LEASE OR LOAN PHYSICAL DAMAGE COVERAGE EXTENSION

In the event of a total "loss" to a covered owned "auto" that does not exceed three model years old, from the current model year, and is designated in the Vehicle Schedule or the Declarations and shown as having a loss payee or additional insured – lessor, **SECTION III - PHYSICAL DAMAGE COVERAGE**, **C. Limit of Insurance**, is replaced by the following:

We will pay the greater of:

1. "Outstanding indebtedness" under the initial finance agreement for a covered "auto" and its equipment; or

2. The actual cash value of the damages or stolen property as of the time of the "loss".

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O. REVISED DEFINITION OF "BODILY INJURY"

SECTION V – DEFINITIONS, definition **C.** "Bodily injury" is deleted and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury, but only to the extent that it is directly resulting from bodily injury, sickness or disease sustained by that person.

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Copyright, ISO Properties, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Blanket Waiver of Subrogation	As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10-01-2021
Insured
Smith and Enright Landscaping, Inc.(a Corp)

Policy No. SAAWC0000133-01
Insurance Company
Service American Indemnity Company

Endorsement No.

Countersigned By _____

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Contractor Information

Legal Entity Name
SMITH & ENRIGHT LANDSCAPING
Legal Entity Type
Corporation
Status
Active
Registration Number
1000011127
Registration effective date
07/01/21
Registration expiration date
06/30/23
Mailing Address
540 WORK ST SUITE C SALINAS 93901 CA United State...
Physical Address
540 WORK ST SUITE C SALINAS 93901 CA United State...
Email Address
selena@smithenright.com
Trade Name/DBA
SMITH & ENRIGHT LANDSCAPING, INC
License Number (s)
CSLB:757700
CSLB:757700

Registration History

Effective Date	Expiration Date
05/10/18	06/30/19
06/16/17	06/30/18
06/22/16	06/30/17
08/17/15	06/30/16
02/20/15	06/30/15
07/01/19	06/30/21
07/01/21	06/30/23

Legal Entity Information

Corporation Entity Number:	C2060437
Federal Employment Identification Number:	770468457
President Name:	JAMES SMITH
Vice President Name:	RICHARD ENRIGHT
Treasurer Name:	RICHARD ENRIGHT
Secretary Name:	JAMES SMITH
CEO Name:	JAMES SMITH

Agency for Service:

Home CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 757700

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 7/15/2022 3:15:55 PM

Business Information

SMITH AND ENRIGHT LANDSCAPING INC
540 WORK ST, SUITE C
SALINAS, CA 93901
Business Phone Number:(831) 758-6766

Entity Corporation
Issue Date 01/05/1999
Expire Date **01/31/2023**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C27 - LANDSCAPING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with OLD REPUBLIC SURETY COMPANY.
Bond Number: W150369413
Bond Amount: $15,000
Effective Date: 02/21/2020
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual JAMES FRANKLAND SMITH certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 01/05/1999

Workers' Compensation

This license has workers compensation insurance with the SERVICE AMERICAN INDEMNITY COMPANY
Policy Number:000013300
Effective Date: 10/01/2021
Expire Date: 10/01/2022
Workers' Compensation History

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California Secretary of State
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Secretary of State
State of California

Corporation - Statement of Information No Change

Entity Name:	SMITH & ENRIGHT LANDSCAPING, INC.
Entity (File) Number:	C2060437
File Date:	09/21/2021
Entity Type:	Corporation
Jurisdiction:	CALIFORNIA
Document ID:	GW71980

There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Selena Herrin

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document ID: GW71980

DocuSign Envelope ID: 170D8677-EBFD-4D6B-94D0-EBA70B36BE3F

RESOLUTION NO. 22387 (N.C.S.)

A RESOLUTION OF THE SALINAS CITY COUNCIL AWARDING A CONTRACT FOR CITY-WIDE LANDSCAPE SERVICES FOR GREENBELTS, MEDIANS & ROUNDABOUTS

WHEREAS, representatives of the Public Works Department received and reviewed the bids for the City-Wide Landscape Services for Greenbelts, Medians & Roundabouts Request for Proposals submitted to PlanetBids on April 26, 2022; and

WHEREAS, for the City-Wide Landscape Services for Greenbelts, Medians & Roundabouts, the lowest bidder, Smith and Enright Landscaping Services, Inc. submitted a total annual bid of $244,704.00 and sufficient funds are available to award the contract. Contract total for three years is $734,112.00; and

WHEREAS, City staff thereupon reported the results of the proposals submitted to the City Council at its regular meeting on June 14, 2022, and the Council in open session at said meeting examined the report of staff.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council that pursuant to Salinas Municipal Code section 12-21, in reference to the City-Wide Landscape Services for Greenbelts, Medians & Roundabouts contract, that all of said proposals are rejected except the proposal of Smith and Enright Landscaping Services, Inc. (hereinafter referred to as "Successful Bidder"), being the lowest and best bid, which is hereby accepted. The subject contract is hereby awarded to Successful Bidder for the sum of $244,704.00 per year (for a period of three years, with an option to extend two additional years), and more specifically detailed in the unit and extra work prices particularly set forth and contained in the proposal for City-Wide Landscape Services for Greenbelts, Medians & Roundabouts. Said sum shall be paid by the City of Salinas to said Successful Bidder in cash, lawful money of the United States of America, payable at the time and in the manner specified in the contract documents in the City-Wide Landscape Services for Greenbelts, Medians & Roundabouts Request for Proposals.

BE IT FURTHER RESOLVED that said contract documents are hereby referred to for all of the details and particulars thereof, and said contract is by reference incorporated in and hereby made a part of this resolution.

BE IT FURTHER RESOLVED that the Mayor of Salinas is hereby authorized and directed on behalf of the City of Salinas to execute a contract consistent with the Proposal of the City-Wide Landscape Services for Greenbelts, Medians & Roundabouts' Successful Bidder for said work effective the date of this Resolution.

PASSED AND APPROVED this 14th day of June 2022, by the following vote:

AYES: Councilmembers: Barrera, Cromeenes, González, McShane, Osornio, Rocha and Mayor Craig

DocuSign Envelope ID: 170D8677-EBFD-4D6B-94D0-EBA70B36BE3F

NOES: None

ABSENT: None

ABSTAIN: None

APPROVED:

DocuSigned by:
Kimbley Craig
E554E94F4CE64C8...

Kimbley Craig, Mayor

ATTEST:

DocuSigned by:
Patricia Barajas
5BE31EC636A6432...

Patricia M. Barajas, City Clerk

City-Wide-LANDSCAPE SERVICES FOR GREENBELTS, MEDIANS & ROUNDABOUTS CRITERIA EVALUATION AND SELECTION SHEET

CRITERIA Smith and Enright Landscaping, Inc.	% Of Criteria	% Total Score 95%
A. Qualification of Entity and Key Personnel: Evaluated on the quality of job performance and ability to regularly meet the scope of work for all current projects and/or contracts. This Entity has demonstrated the ability to meet/exceed all financial capacities and magnitude for other public agencies of similar size and references.	25%	25%
B. Approach to Providing the Requested Scope of Service: Evaluated on the ability to understand the RFP and of the project's scope of services. Familiarity of working with the City of Salinas Public Works Maintenance Yard with the expectation of following all applicable laws and regulations related to the scope of services.	10%	10%
C. Price Proposal: This Entity has provided a fair competitive price proposal.	50%	50%
D. Innovative and/or Creative Approaches: This Entity works with the city to create innovative and safe approaches which will increase performance capabilities.	10%	10%

City-Wide-LANDSCAPE SERVICES FOR GREENBELTS, MEDIANS & ROUNDABOUTS CRITERIA EVALUATION AND SELECTION SHEET

CRITERIA BrightView Landscaping	% Of Criteria	% Total Score 70%
A. Qualification of Entity and Key Personnel: Evaluated on the quality of work and ability to regularly meet the scope. Entity has a past history of poor workmanship and lack of ability to meet the scope of work. Sufficient personnel on site is necessary to provide adequate maintenance for the project.	25%	15%
B. Approach to Providing the Requested Scope of Service: Evaluated on the ability to understand the RFP and of the project's scope of work. This Entity has a history of lacking the basic understanding necessary to meet the scope of work after the contract is awarded. In addition, there has been a lack of appropriate maintenance and performance.	10%	5%
C. Price Proposal: This Entity has provided a fair competitive price proposal. Unfortunately, the entity has a history of poor work performance throughout the term of the contract.	50%	45%
D. Innovative and/or Creative Approaches: The entity needs to continue and improve safety/traffic control practices to ensure a safe work area for all staff.	10%	5%

City-Wide-LANDSCAPE SERVICES FOR GREENBELTS, MEDIANS & ROUNDABOUTS CRITERIA EVALUATION AND SELECTION SHEET

CRITERIA Terracare Associates	% Of Criteria	% Total Score 58%
A. Qualification of Entity and Key Personnel: Our department does not have previous work history with this entity to analyze work performance and/or maintenance techniques and knowledge.	25%	15%
B. Approach to Providing the Requested Scope of Service: The entity demonstrates a high level of competency necessary to meet the scope and understand the RFP.	10%	8%
C. Price Proposal: Unfortunately, their cost proposal more than doubled competitors.	50%	25%
D. Innovative and/or Creative Approaches: Per their RFP, the entity appears to have a solid approach on Innovate and creative approaches to provide a good service.	10%	10%

BID TABULATION
City-Wide Landscape Services for Greenbelts, Medians and Roundabouts

Project Manager: Victor Baez

Bid awarded on **June 14, 2022** by City Council to Smith & Enright Landscaping, Inc for the sum of $244,704.00 (Base Bid 1), All other bids were rejected.
Dated this **14th Day of June, 2022**

_____
City Clerk

ITEM NO.	DESCRIPTION	FREQUENCY	NO OF YEARS	UNIT OF MEASURE	CONTRACTORS: Smith & Enright Landscaping, Inc. 540 Work St Suite C Salians, CA 93901 — UNIT PRICE	YEARLY TOTAL	BrightView Landscape Services, Inc. 825 Mabury Rd San Jose, CA 95112 — UNIT PRICE	YEARLY TOTAL	Terracare Associates 550 S. Hope St. Suite 1675 Los Angeles, CA 90071 — UNIT PRICE	YEARLY TOTAL
	BASE BID Greenbelts, Medians & Roundabouts									
1	Maintenace of landscaping shall include, but not limited to mowing, trimming, pruning, irrigation repair/monitoring, fertilization, weed control/disposal, cultavation, rodent control, watering, plant replacement, and cleanup of drainage facilities using green landscape maintenace procedures.	MONTHLY	3	MONTH	$20,392.00	$244,704.00	$21,382.08	$256,585.00	$48,392.14	$580,705.68
	TOTAL BASE BID (ITEM 1) (FOR COMPARISON ONLY)					**$244,704.00**		**$256,585.00**		**$580,705.68**
	ITEMS TO BE SUBMITTED WITH PROPOSAL ON BID OPENING DATE									
1	PRICING PROPOSAL FORM					x		x		x
2	WRITTEN STATEMENT FOR INSURANCE REQUIREMENTS					x		x		x
3	QUESTIONNAIRE					x		x		x
4	DISQUALIFICATION QUESTIONNAIRE					x		x		x
5	DECLARATION OF LOCAL BUSINESS ENTERPRISE FORM					x		x		x
	ITEM TO BE SUBMITTED BY LOWEST BIDDER AFTER AWARD DATE									
6	PAYMENT BOND									