

CITY-WIDE TREE MAINTENANCE AND ON- CALL SERVICES REQUEST FOR PROPOSALS (“RFP”)



City of Salinas
200 Lincoln Avenue
Salinas, California
93901

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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 Tree Maintenance and On-Call 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.

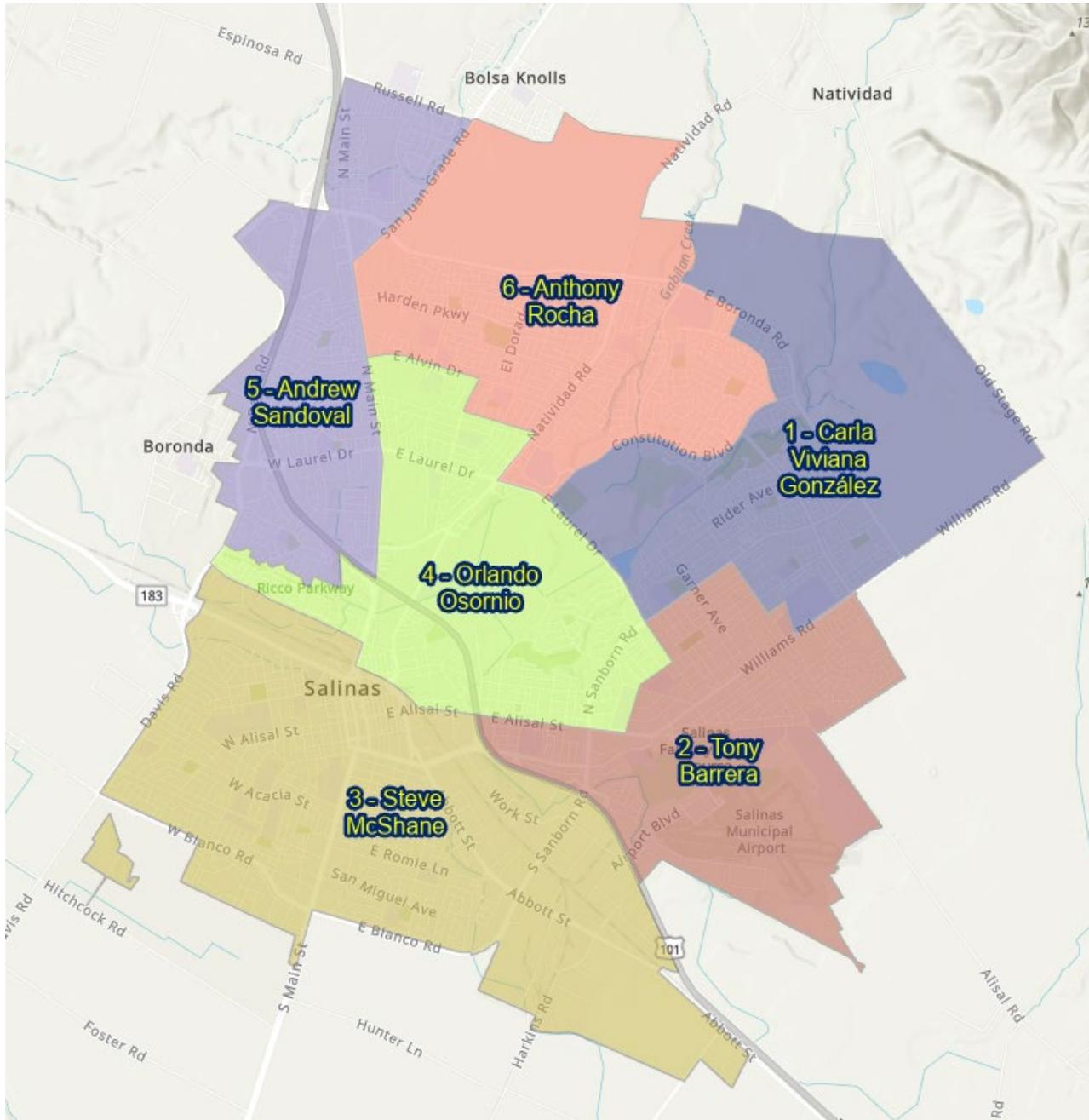
All contractors are required to register as a “Prospective Bidder” for this project on the Planet Bids Vendor portal website when submitting a proposal and shall maintain their status as “Bidder” throughout the procurement process; Contractors that fail to do so shall be disqualified. Prospective Bidders 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 ensure that the foregoing 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.

2. LOCATION MAP



3. OBJECTIVE

The purpose of this RFP is to establish the standards for the tree maintenance of various areas within the City of Salinas. The intent of these terms/standards are to obtain on-going tree maintenance and on-call services to ensure the long-term health and visual attractiveness of the City's trees.

4. SCOPE OF WORK

The work covered in this RFP includes furnishing all labor, equipment, supplies and supervision necessary for complete tree maintenance and on-call services 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, the contractor will be required to perform and complete the proposed landscape and/or forestry/tree maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City’s requirements. Contractor may be required to perform the following tree maintenance activities at various sites throughout the City:

- A. **Tree Pruning**
- B. **Tree Removal**
- C. **Tree Planting**
- D. **Stump and Root Grinding/Removal**
- E. **Crew Rental**
- F. **Emergency Response**
- G. **Line Clearance Pruning**
- H. **Clearance Pruning**
- I. **Grid Pruning Program**
- J. **Tree Watering**
- K. **Small Tree Care**
- L. **Palm Trunk Skinning**
- M. **Root Pruning**
- N. **Specialty Equipment Rental**
- O. **Arborist Services/Inspection**
- P. **Pest Control or Treatments**
- Q. **Additional Work**
- R. **Qualifications**
- S. **Hauling Tree Debris and Disposal**
- T. **Weed Control Mechanical or Chemical**
- U. **Online Maintenance Access***
- V. **Environmental Park/Open Land Restoration**

* “Online maintenance access” is defined as the City of Salinas, Public Works’ Tree Inventory Database that includes among other attributes: all tree information, including tree location, species, condition, size, and care/maintenance activity documented within a geographic information system for all work performed under this agreement. In addition, the Database is the primary communication and reporting tool between the City and the Contractor for the sending/receiving/recording “work requests” and “work completed” for pruning, planting, and removal, among other tasks. Further, the Database is the chosen tool for the production of the Contractor’s weekly reports. The Database enables the contractor and City to update the City’s Tree inventory with work performed for each tree (in a batch process per grid area), such as trimming, removal, planting, tree condition, and record any changes in tree condition and/or value after tree care is performed.

5. 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	February 26, 2024
Deadline to Submit Questions	March 4, 2024
Responses to Questions Posted on Web	March 8, 2024
Proposals Due	March 15, 2024 @ 2:00PM PST
Evaluation & Interviews (If needed)	March 18 – March 20, 2024
City Council Award of Agreement	April 9, 2024
Contract Work Begins	April 10, 2024

Dates are subject to change.

6. 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 two highest ranked contractors will be interviewed. The City reserves the right to award this contract not necessarily to the contractor(s) with the lowest cost proposal, but to the contractor(s) 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 / Hypotheticals – Price Proposals / Hypotheticals will be evaluated on the basis of the Total Estimated Annual Price submitted in **Attachment C-1 & C-2**
- 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 specific timeframe 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.

7. 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.

It is expressly understood and agreed that this Bid shall have the following documents competed, all of which are incorporated into and made a part hereof. **The following information shall be submitted with the Bid Proposal on the Bid Opening Date:**

- 1. Completed Proposal / Situational Scenarios signed and dated**
- 2. Signed Addendum, if any**
- 3. Bid bond**
- 4. Bidder's Statement of Financial Responsibility Technical Ability and Experience**
- 5. Insurance Certification**
- 6. Non-Collusion Declaration of Contractor**
- 7. Bidder's Statement of Subcontractors – Part I (The Contractor and all Subcontractors shall have valid, current and active Contractor's licenses for the classification of work performed, prior to submittal of Bid, during Award and throughout the Contract.)**

The top two highest ranked Contractor(s) shall submit the remaining forms, fully completed, to the Public Works Department, City of Salinas, within 5 working days after Bid opening date and/or when the highest-ranking responsible Contractors are known.

- 8. Bidder's Statement of Subcontractors – Part II**
- 9. Non-Collusion Declaration of Subcontractor**
- 10. Bidder's Statement of Good Faith Effort for Local Hire**
- 11. Bidder's List for the City of Salinas Public Works Department. Contractor and Subcontractor(s) shall submit original(s).**
- 12. Additional Attached Forms. (City will provide a list of forms to be submitted)**

Failure to comply with these requirements may result in the forfeiture of the Bidder's rank in the Bid process.

NOTE: For Proposal package to be VALID: (1) the Bidder must submit all completely executed and signed City of Salinas forms; (2) the Contractor and all Subcontractors shall have valid, current and active Contractor's License(s) for the classification(s) of work performed; and (3) the Contractor and all Subcontractors must possess and maintain a Public works Contractor Registration with the DIR pursuant to Labor Code Section 1725.5, and the license(s) must be valid at the time Contract is awarded and throughout the Contract as approved by Council.

8. 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 Friday, March 15, 2024.** 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.

9. 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.

10. 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

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 payment/performance bond for 100% of the annual contract value, and it shall remain in place for the duration of the contract.

13. TERM / VALUE OF THE CONTRACT

The Base Term of the Contract is three years.

There are two bilateral Option Terms. Both Parties, City and Contractor, will have the option to extend the Contract for an additional two-year term with an inflation rate increase per the ENR Cost Index.

The Contractor may withdraw from the Contract: (1) on the first anniversary of the Contract; or (2) the first anniversary of the option period.

In the event the Contractor elects to withdraw from the Contract, it must provide 90 days written notice of its intent to withdraw.

Exercising an option to withdraw shall not relieve either party from its obligations with respect to Job Work Orders issued prior to such withdrawal.

All Job Work Orders issued during the term of this Contract shall be valid and in effect

notwithstanding that the Detailed Scope of work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Works Order.

The Contractor is guaranteed to receive the opportunity to perform Job Work Orders during the Base Term of the Contract. The “Maximum Contract Value” for this contract is \$1,500,000 annually. Maximum contract value may be amended/increased by the City’s Public Works Director.

The Contractor may be issued Job work Orders totaling the Maximum Contract Value during any year of the contract; However, the Contractor is not guaranteed to receive this volume of Job Work Orders. It is merely an estimate. The City has no obligation to give the Contractor the opportunity to perform Job Orders.

The Job Work Order Contract is an indefinite quantity pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations throughout the City. The bid documents include Base Bid Items containing items of work with Unit Prices as noted in the Proposal and shall include labor, material and equipment for the direct cost, complete in place.

14. LICENSE REQUIREMENTS

Contractor shall possess a Type “C-27 and Type 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 Section 70239.1 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 and/or forestry/tree 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 tree maintenance and on-call 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 forestry/tree 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 any deficiency issue, 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 forestry/tree 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 and/or forestry/tree maintenance 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 and/or forestry/tree maintenance site in a manner that meets or exceeds City Standards for landscape and/or forestry/tree 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. 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. **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 and/or forestry/tree 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 and/or forestry/tree 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 and/or forestry/tree maintenance at each area shall include full compensation for labor, tools, equipment, and materials for landscape and/or forestry/tree 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 is to notify/call 811 at least **48hours** in advance of any work. 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 Superintendent of Maintenance Services or his designee will issue a work order that will include any or all type of tree work items as listed in this proposal.

The work, in general, shall include furnishing of all labor, materials, tools, equipment and incidentals required for the Tree Maintenance and On-Call Services projects as needed within the City's Right-of-way, and City Properties. City reserves the right to change,

increase or decrease locations in the scope of work as needed.

Such other items or details not mentioned above, but that are required by the Plans, Standard Specifications, or these Special Provisions shall be performed, placed, constructed, and/or installed for a complete project. Payment shall be included in the various items of work and no additional compensation shall be made.

Except for authorized changes in the work, payment for said complete-in-place finished work or improvement will be made only on the basis of the contract item of work listed in the Proposal. All other work, including the furnishing of labor, materials, tools, equipment and incidentals, provided for in these Specifications and Contract, or required for the proper completion of the work as a whole, for which no separate payment has been provided shall be an obligation of the Contractor and payment therefore shall be considered included in the price paid for the various items of work listed in the Proposal and no additional compensation shall be made.

J-1.01 ANNUAL PRUNING PROGRAM

Tree pruning per pre-designed scheduled maintenance areas--“grids” or prune area routes with a set cycle to include all trees within the area or “grid”. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 Standards and City of Salinas Maintenance Standards. Contractor shall be required to furnish all supervision, labor, equipment, and materials necessary to accomplish the work in accordance with the Contract. The intent of this Contract is to have all trees pruned a minimum of one time by the end of the contract period. Special projects that are difficult to access will require the need for specialty equipment (i.e., 95-foot tower). Service request pruning or pruning to reduce and/or pruning to restore will fall under Crew Rental.

J-1.02 INSPECTION OF HAZARDOUS CONDITIONS

All City trees shall receive routine maintenance and periodic inspections. The Contractor is to include an ISA Certified Arborist or designee with adequate knowledge in tree care to be on site for a regularly scheduled minimum of eight (8) hours per week. Tree problems that are clearly visible by the inspection, but not considered hazardous, will be reported to the City for direction and/or further evaluation. Also, the crew performing maintenance shall properly notify the City of any tree-related problems that are clearly visible. This may be in written form if not considered hazardous or within 24 hours if deemed hazardous. It is the intent to correct problems prior to reaching crisis levels.

J-1.03 TREE INVENTORY, TECHNICAL SUPPORT AND MAINTENANCE

At the City’s sole discretion, the Contractor shall update, record, and provide all tree care/maintenance work performed by the Contractor, including any notes in

the Tree Inventory Database weekly to the City, at the latest. This may include the inclusion of a photo of the tree into the Database for possible insurance claims purposes, as appropriate. Access to this program will be provided by the City at the City's discretion. The Contractor shall record and provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The Contractor shall provide complete support rapidly with experienced staff available to the City during the hours of **7:00 A.M. to 5:00 P.M.** Monday through Friday. The Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

J-2.01 PROJECT SPECIAL PROVISIONS

This project may consist of tree pruning, traffic clearance pruning, and palm pruning as specified in the Project Special Provisions Contract Documents and/or Requests for Bid Proposal. All aspects in tree maintenance methods shall comply with the

standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 Standards and City of Salinas Maintenance Standards.

J-2.02 DEFINITIONS

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Salinas is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under this contract.

J-2.03 WORK QUALITY

All aspects in tree maintenance shall comply with good arboreal practice for the particular species of trees being trimmed shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the American National Standards, Z133-1-2017, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

The City of Salinas Arborist shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

J-2.04 STANDARDS

Prior to beginning the work, the Contractor shall review with the City of Salinas Arborist various methods, tools, and work scheduling to be used on the project. Unless

otherwise indicated, tree pruning shall include but not be limited to accepted pruning activities.

Daily tree pruning operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 5:00 P.M.

Tool Sanitation - On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten (10) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily.

J-2.05 TREE PRUNING

Tree pruning per pre-designed areas, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to access require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

- Contractor shall comply with Standards of CAL OSHA and the American National Standards Institute, Z133 Safety Requirements.
- Contractor shall notify the resident forty-eight (48) hours in advance of scheduled pruning.
- Contractor shall provide and post “No Parking” signs twenty-four (24) hours in advance of the work.
- Contractors shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English-speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of the work.
- Contractor shall exercise precautions necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor’s personnel or others near the work site, work is to immediately cease, and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the City is responsible for properly marking the locations and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).
- No hooks, gaffs, spurs, or climbers will be used for anything other than removals.
- Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
- When pruning fungus, disease or fire blight infected with limbs or fronds, all

pruning tools shall be cleaned after each cut with tool sanitation or bleach.

- Topping shall not be done unless specifically requested by the City.
- The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently, half (1/2) inch to the parent stem so that healing can readily start under normal conditions. All limbs two (2) inches or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in the general outline of tree.
- Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15) percent but no more than thirty (30) percent.
- Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- Small limbs, including suckers or waterspouts, shall be cut close to the trunk or branch from which they arise.
- Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or framework of any tree.

J-2.06 PRUNING FOR TRAFFIC CLEARANCES

Tree pruning for traffic clearances shall provide clearances of at least fourteen (14) feet and no greater than sixteen (16) feet above finish grade for moving vehicles within the traveled roadway, for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under “Pruning to Raise.” Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City of Salinas Arborist and conform to the following:

- A. The minimum clearance under trees within the street right-of-way shall be fourteen (14) feet over the traveled road, and nine (9) feet over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- B. Cut laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.
- C. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

J-2.07 PRUNING PALM TREES

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms listed in the Contract Documents Special Provisions in a manner selected by the Contractor and approved by the City of Salinas Arborist, and in accordance the following:

- A. The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City of Salinas Arborist. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City Palm Trees.
- B. Palm Skinning (additional service and cost) – Dead fronds, and parts thereof, including stubs can be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four (24) to thirty-six (24-36) inches from the base of the green fronds at the top of the tree. The frond stubs (cut close to the trunk) can be left in place within a span of at least eighteen (18) inches but no longer than thirty-six (36) inches.

J-2.08 SERVICE REQUEST TREE PRUNING

Trees that need service prior to their scheduled grid trim for aesthetic purposes shall be trimmed within two weeks of notification by the City to the Contractor. Trees designated for aesthetic trimming shall be trimmed, shaped, and thinned. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fifteen (15) feet over the roadway and seven (7) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.

It is the City's intent to allow residents to request and pay for additional work through the City and this contract on an individual request basis. Any residential work will be authorized and directed by the City using prices as listed in this contract for residential work.

The specific techniques employed shall be consistent with industry practice for the size and specific of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch to the parent stem so that healing can readily start under normal conditions. All limbs two (2) inches or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly.

J-2.09 TREE REMOVAL

City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists or work orders via the City's Tree Inventory (TreeKeeper8) to Contractor. Contractor crew removes tree to ground level, and hauls off-site all debris. Special projects that are difficult to access with equipment or require the need for a crane or an aerial lift over seventy-five (75') feet. The City of Salinas Urban Forestry Crew Supervisor (Arborist) shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in good workmanlike manner in accordance with the standards of the ISA/ANSI standard profession.

All wood from removed trees is the property of the contractor and shall be disposed of properly. No wood shall be left along public right-of-way. All tree parts are to be loaded into transport vehicles or containers and hauled away. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

J-2.10 STUMP AND ROOT GRINDING/REMOVAL

Contractor shall remove all of the stump/roots in the parking strip/city-right-of-way, or the Project designated exposed stump/root area to a minimum depth of (12" to 36") inches below finished grade or as directed by the Superintendent of Maintenance Services or his designee. The resultant chips from routing may be used to fill the hole to three (3") inches above normal ground level. All excess routing chip debris will be disposed unless directed by the Superintendent of Maintenance Services or his designee. An Underground Service Alert (USA) must be done for every site before stump/root removal work begins. The Contractor is responsible for marking trees so that they are easily identifiable by Underground Service Alert.

No separate payment or cost shall be made or added for clearing and grubbing, removal of all debris from the construction site, or the installation of topsoil to finish grade.

J-2.11 TREE PLANTING

Contractor is referred to Section 20-4.05 of the City Standard Specifications and City Standard Plan 11R found in Part E. Planting includes the tree, stakes, ties and complete installation and watering for ninety (90) calendar days. Planting data should be compiled by the Inspector and submitted monthly in the City Tree Database, or sooner as deemed appropriate. Contractor will guarantee the quality of the tree stock and the workmanship. Tree location shall be approved by the Superintendent of Maintenance Services or his designee prior to tree planting.

- A. Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.

- B. The City shall be responsible for marking locations and the Contractor will notify Underground Service Alert (USA) prior to planting.
- C. Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.
- D. Backfill material shall be amended soil as indicated on City Standard Plan 11R or as specified by Superintendent of Maintenance Services or his designee. Thus, references in the City of Salinas Standards/Provisions Section 20-4.054 indicating use of “native soil” for backfill shall be deemed to mean “amended soil”. Eliminate all air pockets while backfilling the planting pit by watering the soil as it is put into the hole.
- E. Trees that are planted in parkways shall have a four to six (4-6) inch high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
- F. Trunk protectors such as Arbor-Guards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
- G. In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12) inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree’s root system. The addition of root barriers is accounted for in the Base Bid Item 1 unit pricing table.
- H. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- I. All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI Z60.1-2014 Standards. Trees shall be free from pests, disease and structural defects.
- J. Require all contractors to comply with applicable BMPs and other requirements along with City of Salinas (NPDES) requirements.

J-2.12 CREW RENTAL

The standard crew is three men, one chipper truck, one chipper, one aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim. Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Crew Rental rate.

J-2.13 EMERGENCY RESPONSE

The Contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least ten (10) contact individuals upon award of contract. Should the contact persons or their phone numbers change during the course of the contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

J-2.14 LINE CLEARANCE PRUNING

During the course of this contract/project the Contractor may be required to perform utility line clearance in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The manager overseeing the project should be a Certified Utility Specialist and the persons completing the work should be Line Clearance Tree workers. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in or around primary electrical lines shall be trained to do so in accordance the "Electrical Safety Orders" of the State of California.

J-2.15 TREE WATERING

Watering is performed by a one-man crew with a water truck who will water various routes including landscape and/or forestry/tree median and young trees that are three (3) years old and younger.

J-2.16 SMALL TREE CARE

The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

J-2.17 ARBORIST SERVICES

On occasion, the City requires tree evaluations including written reports. The vendor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

J-2.18 CLEAN UP

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight. Contractor's equipment may be stored overnight, with advance approval, in the City yards; however, the City will not be responsible for security of Contractor's equipment.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

The City of Salinas Arborist or his authorized representative shall be the sole judge as to the adequacy of the clean-up.

J-2.19 DISPOSAL OF DEBRIS

All tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Green Waste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with Assembly Bill 939. Any and all debris produced by tree work performed, by City or contractor, shall be hauled away and disposed of. The payment for hauling shall be considered included in the various Contract unit prices and no additional compensation shall be allowed, therefore.

A. Green Waste Recycling Report:

Green waste that is transported to an off-site facility for grinding into mulch shall be documented and available to the City of Salinas Arborist upon request or on a monthly basis.

B. Wood Chips:

Chips generated from pruning operations shall become the property of the contractor and disposed of properly.

C. Milling (additional service & cost):

At the direction of the City of Salinas Arborist, large tree trunks, which meet proper specifications, may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

K. DETAILS – ORDER OF WORK AND QUALITY ASSURANCE

All work under this project 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 and/or forestry/tree 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 and/or 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 and/or forestry/tree 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 and/or forestry/tree areas. Match precipitation rates. Limit hazardous conditions. Adjust irrigation as required due to seasonal changes and rain.

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 and/or forestry/tree 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 tree/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

- 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.
- All debris resulting from weeding operations shall be removed from the project area on the same day that the weeding operation occurs.
- 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.
- 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.
- 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.

- **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.
- **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.
- **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.
- 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

- 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.
- The spray materials shall meet all Federal, State, County, and local requirements. The spray materials must be approved by the City.
- 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.
- The Contractor shall use a dormant spray fungicide that controls anthracnose and other plant diseases as needed.
- The Contractor shall use an appropriate insecticide and fungicide spray that prevents or controls disease and insect infestations.
- Application of insect and disease control materials shall be within the time best

suited to the eradication of the insects and diseases.

- 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.
- 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.
- 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.
- Pesticides shall be stored, transported, and applied only in strict conformance with Federal, State, County, and local regulations and codes. The materials must be approved by the City in advance of the application.
- If spraying cannot be performed for any reason, the contractor shall use tree injections to control infestations according to pesticide label.
- 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.
- Contractor shall be responsible to update daily all pesticide, herbicide, and fertilization applications to the City's PHF on-line app.

U. STAKING AND GUYING

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 unstaked 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.

V. INCLEMENT WEATHER

- 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.
- 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.

- 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.
- 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.

W. 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.

X. 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 commencing 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 be measured within six inches of the ground line) or three tablets per tree, whichever is greater, inserted up to two feet deep, but not less than 8 inches deep, equidistant round the dripline at the end of March each year.

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

21. HEDGE TRIMMING / TRIMMING EDGING

Hedge Trimming:

All hedges 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.

22. 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.

23. 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 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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**.

29. 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 tree 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 forfeiture of performance/payment bond as well as termination of this contract.

ATTACHMENT A: SAMPLE AGREEMENT

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SALINAS AND XXX

THIS AGREEMENT is executed this ___ day of _____, 201_, (“Agreement” or “Contract”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and [_____] (Hereinafter “Contractor”).

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: _____
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, _____. 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.
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.

ATTACHMENT B: 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.

ATTACHMENT C-1: PRICING PROPOSAL FORM

Tree Maintenance and On-Call Services

SALINAS, CALIFORNIA

FROM:

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____
(STREET ADDRESS)

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____

RESIDENCE ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____

Gentlemen / Ladies:

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

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

All of the Proposal items below shall include all labor, materials, tools, equipment, and incidental costs for each item complete or complete-in-place, per Plans and Specifications.

**TREE MAINTENANCE AND ON-CALL SERVICES
PROPOSAL ITEMS**

This contract is for issuing work orders for General Tree Care, including all aspects of tree work/care for the entire City of Salinas, as well as On-Call services for emergencies pertaining to all tree work/care for the City of Salinas, for the duration of Three (3) years, with the option for an additional two (2) year term with an inflation rate increase per the ENR Cost Index.

The City may award up to two individual contracts but reserves the right to reject any and all proposals, and waive irregularities in any Proposal received. The City further reserves the right to award or reject the Base Bid(s) in any combination it chooses, or any item(s) within, depending on available funding.

Base Bid 1 – Grid Pruning

Item	Description	Quantity	Unit of Measure	Unit Price	Total
1	Regularly Scheduled (“Grid”) Pruning with a minimum 350 trees per grid, various species, and sizes. Includes Pedestrian Clearance, Vehicle Clearance, Building Clearance, Crown Thinning, Defective or Dead Limb Removal and Outer Canopy Shaping.	350	Per Tree	\$ _____	\$ _____

Total Base Bid 1 (Item 1) _____ \$ _____

Base Bid 2 – Tree Maintenance and On-Call Services

Item	Description	Quantity	Unit of Measure	Unit Price	Total
2	Pruning 0-6 Diameter Measurement at Shoulder Height (DSH)	1	Each	\$ _____	\$ _____
3	Pruning 7-12 DSH	1	Each	\$ _____	\$ _____
4	Pruning 13-18 DSH	1	Each	\$ _____	\$ _____
5	Pruning 19-24 DSH	1	Each	\$ _____	\$ _____
6	Pruning > 24 DSH	1	Each	\$ _____	\$ _____
7	Tree only removal < 24	1	Per Inch Diameter	\$ _____	\$ _____
8	Tree only removal > 24	1	Per Inch Diameter	\$ _____	\$ _____
9	Stump removal only	1	Per Inch Diameter	\$ _____	\$ _____

10	Street tree/tree well Planting 15-gallon tree, labor and materials (Per City Standard Plan 11 & SW39 Complete in Place	1	Each	\$ _____	\$ _____
11	Street tree/tree well Planting 24” box tree, labor and materials (Per City Standard Plan 11 & SW39) Complete in Place	1	Each	\$ _____	\$ _____
12	Open turf Planting 15-gallon tree, labor and materials (Per City Standard Plan 11 & SW39) Complete in Place, <u>without root barrier.</u>	1	Each	\$ _____	\$ _____
13	Open turf Planting 24” box tree, labor and materials (Per City Standard Plan 11 & SW39) Complete in Place, <u>without root barrier.</u>	1	Each	\$ _____	\$ _____
14	Street tree/tree well Planting 15-gallon tree, labor and materials (Per City Standard Plan 11 & SW39 Complete in Place (Exclude Cost of Tree, City to Furnish)	1	Each	\$ _____	\$ _____
15	Street tree/tree well Planting 24” box tree, labor and materials (Per City Standard Plan 11 & SW39) Complete in Place (Exclude Cost of Tree, City to Furnish)	1	Each	\$ _____	\$ _____
16	Open turf Planting 15-gallon tree, labor and materials (Per City Standard Plan 11 & SW39) Complete in Place, <u>without root barrier.</u> (Exclude Cost of Tree, City to Furnish)	1	Each	\$ _____	\$ _____
17	Open turf Planting 24” box tree, labor and materials (Per City Standard Plan 11 & SW39) Complete in Place, <u>without root barrier.</u> (Exclude Cost of Tree, City to Furnish)	1	Each	\$ _____	\$ _____
18	Crew Rental, per man hour	1	Hour	\$ _____	\$ _____

19	Emergency Call Out, per man hour	1	Hour	\$ _____	\$ _____
20	Special Equipment Rental, with Operator	1	Hour	\$ _____	\$ _____

Total Base Bid 2 (Items 2-20) _____ \$ _____

Total Base Bid 1 plus Base Bid 2 (Items 1-20) _____ \$ _____

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 C-2: SITUATIONAL COST ESTIMATES
AND WORK APPROACH**

For this portion of the proposal, the City asks that the contractor review four work scenarios that will likely take place under the proposed contract. Contractor should visit the worksites and then answer the following questions about each task, including a total cost estimate for the work, and how the firm would approach the work task. The evaluation committee will review both the cost estimate and the approach to work.

The hypothetical work tasks presented are at three City locations: Central Park (420 Central Ave), Sherwood Park (920 N. Main Street), and Santa Lucia Park (302 Elmwood St.). The attached map and pictures show the four specific task locations. A description of each work task is provided below, along with corresponding questions.

Reach each Scenario, visit the site, and then answer the corresponding questions.

HYPOTHETICAL TASK ONE:

Crown Reduction and Safety Trim of all Eucalyptus Trees around the perimeter of Central Park.

At Central Park there are several Eucalyptus trees on Villa Street and Park Street. For this estimate, assume that the crown reduction and safety trim is needed for each tree.

- What is the total cost estimate for this task? \$ _____
(Please include all labor, equipment, material, and other costs that may be billed to the city)
- Please name the tree species: _____
- Please describe the firm’s approach to work for this type of task:

(Attach additional sheet if necessary for answer)

- What would the pruning specifications be (i.e., how much would be trimmed?)

- How many workers would be on site for this task? _____



HYPOTHETICAL TASK TWO:

Perform clearance trimming for pedestrian foot traffic at Central Park.

The task would consist of clearance trimming of all trees within the park. (Minimum clearance 6ft / Maximum clearance 12ft depending on species).

• What is the total cost estimate for this task? \$ _____
(Please include all labor, equipment, material, and other costs that may be billed to the City.)

• Identify the tree species and DBH: _____

• Please describe the firm’s approach to work for this type of task:

(Attach additional sheet if necessary for answer)

- Give a BRIEF assessment of this tree? _____
- How many hours would it take to complete this task? _____



HYPOTHETICAL TASK THREE:

Removal of hypothetical hazardous tree at Sherwood Park. (Detail location of the proposed removal is on map)

Sherwood Park front entrance. This tree has been hypothetically deemed a hazard and needs to be removed due to safety for foot traffic and vehicle safety.

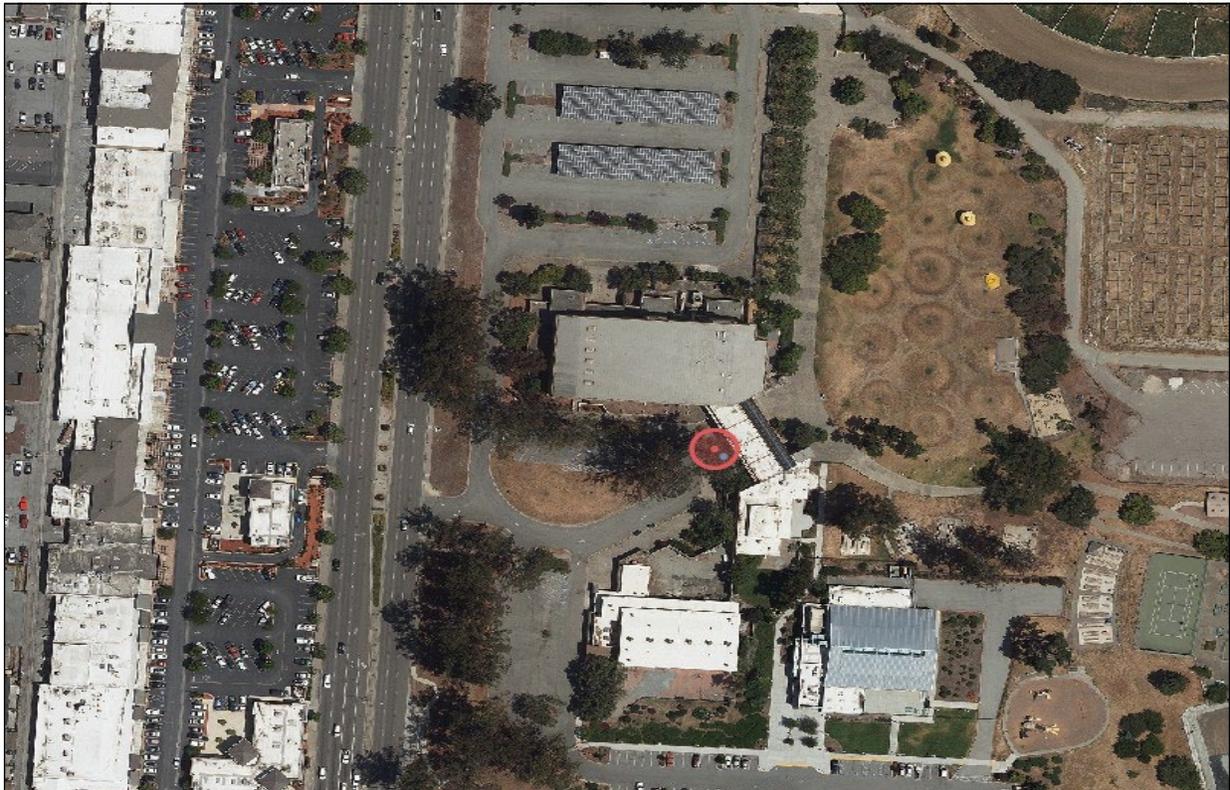
- What is the total cost estimate for this task? \$ _____

(Please include all labor, equipment, material, and other costs that may be billed to the City.)

- Identify the tree species and DBH: _____
- Please describe the firm’s approach to work for this type of task:

(Attach additional sheet if necessary for answer)

- How many workers would be on site for this task? _____
- What equipment would be needed to complete this task? _____



HYPOTHETICAL TASK FOUR:

Tree trimming – Full detail pruning of tree at Santa Lucia Park

The task at Santa Lucia Park would be completing a full detail trim on the Oak Tree located on the attached map of the park.

- What is the total cost estimate for this task? \$ _____

(Please include all labor, equipment, material, and other costs that may be billed to the City.)

- Please describe the firm’s approach to work for this type of task:

(Attach additional sheet if necessary for answer)

- How many workers would be on site for this task? _____

- What equipment would be needed to complete this task? _____



ATTACHMENT D: 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

_____ 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:

Business Address:

Local Business Office Address: _____, Salinas, California

City of Salinas Business License Number:

No. of Employees: _____ **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: _____

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 _____ Date _____

Printed Name: _____
_____ [state].

Signed _____

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. _____ (N.C.S.) passed _____, 20____, has been awarded to _____ hereinafter designated as "Principal," a Contract for

TREE MAINTENANCE AND ON-CALL SERVICES

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 _____ (\$ _____) 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: _____

Address: _____

(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)

ATTACHMENT G: PERFORMANCE BOND

(To be completed and submitted after project award)

KNOW ALL MEN BY THESE PRESENT, that WHEREAS, the City Council of the City of Salinas, Monterey County, State of California, by Resolution No. _____ (N.C.S.)

passed _____, 2024, has been awarded to

_____ hereinafter designated as "Principal," a Contract for constructing

TREE MAINTENANCE AND ON-CALL SERVICES

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 _____

(\$ _____) 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 the above bound Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Salinas, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract the above obligation in the amount of not less than **10%** of the estimated Contract cost, shall hold good for a period of **1 year** after the completion acceptance of the said work, during which time if the above bound Principal, his/her or its heirs, executors, administrators, successors or assigns shall fail to make full complete and satisfactory repair and replacements or totally protect the said City of Salinas from loss or damage made evident during said period of **1 year** from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the amount of not less than **10%** of the total Bid Proposal cost shall remain in full force and virtue, otherwise the above obligation shall be void. However, nothing in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

For any moneys earned by the Principal and withheld by the City of Salinas to ensure the performance of the Contract, the Principal 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.

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

IN WITNESS WHEREOF the above bond parties have executed this instrument under their seals this

_____ day of _____, 2024, 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: _____

Address: _____

(Attach Notary Acknowledgement)

By: _____

(Signature in Blue Ink)

By: _____

(Signature in Blue Ink)

Surety Name: _____

Address: _____

(Attach Notary Acknowledgement)

By: _____

(Signature in Blue Ink)

By: _____

(Signature in Blue Ink)

ATTACHMENT J:

INSURANCE CERTIFICATION

(This certification shall be completed and submitted with the proposed Bid)

By signing below, I hereby certify that _____
(Insert company name)

is currently insured by an insurance company that is an **“Authorized”** carrier by the Insurance Commissioner of the California State Department of Insurance to transact the business of insurance in the State of California and shall be written by insurers with a current A.M. Best Rating of “A-Class VIII” or better, and a financial size of “VII” or greater. Said insurance will expire on _____.

I further hereby certify that, as the signer of this Bid Proposal, I have read and understand the City’s insurance requirements as described in the Section entitled “Certificate of Insurance - Requirements” within these Specifications and that proof of insurance shall be required before the Public Works Services Contract is recommended for Award. Such proof shall be provided on an ISO Accord 25(s) form and an endorsement naming the City of Salinas as additionally insured is on the ISO CG 20 10 11 85 form or any other comparable endorsement, which does not further limit coverage, and which may be approved and accepted by the City’s Legal Department’s Risk Management staff.

(Print Name)

Signature of Bidder: _____
(Signature) *(Date)*

Attach Notary Acknowledgement if signature is not the same as the Proposal signature(s)

ATTACHMENT L:**BIDDER’S STATEMENT OF SUBCONTRACTORS – PART II**

(This information may be submitted with your Proposal. If it is not, and you are the apparent low Bidder or the second low Bidder, it shall be submitted and received by the Public Works Department no later than 5 working days after Bid opening date.)

The undersigned submits herewith a list of Subcontractors whom he/she proposes to employ on the work, with the proper firm name and business address of each.

If no list submitted, it shall be assumed that the Contractor shall do all the work as specified.

No Subcontractors, other than those listed in Bidders Statement of Subcontractors – Part I, shall be allowed to perform work under this Contract. Substituting a Subcontractor in place of a Subcontractor listed in the original Bid is prohibited, violators, may at the City’s discretion, result in cancellation of the Bid.

The Contractor and all Subcontractors shall have valid Contractor’s licenses for the classification of work performed, at time of award of Contract, and throughout the Contract. **All prospective Contractors may use the website <https://www.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx> to check each Subcontractor’s license status and expiration dates.**

The Contractor and all Subcontractors must possess and maintain a current Public Works Contractor registration with the Department of Industrial Relations (DIR), at the time Bid is submitted, and throughout the Contract. **All prospective Contractors may search the DIR’s Public Works Contractor Registration searchable database <https://cadir.my.salesforce-sites.com/ContractorSearch> to verify each Subcontractor’s registration status.**

Subcontractor: _____ License No. / State: _____

DIR Registration No.: _____ DIR Registration Expiration Date: _____

Address: _____ City: _____ Zip: _____

Description of Work: _____

Telephone: _____ Fax: _____ Email Address: _____

Bid Item No. & % of each: _____

Subcontractor: _____ License No. / State: _____

DIR Registration No.: _____ DIR Registration Expiration Date: _____

Address: _____ City: _____ Zip: _____

Description of Work: _____

Telephone: _____ Fax: _____ Email Address: _____

Bid Item No. & % of each: _____

Contractor shall provide all Subcontractor information requested above.

BIDDER’S STATEMENT OF SUBCONTRACTORS – PART II-cont.

Subcontractor: _____ License No. / State: _____

DIR Registration No.: _____ DIR Registration Expiration Date: _____

Address: _____ City: _____ Zip: _____

Description of Work: _____

Telephone: _____ Fax: _____ Email Address: _____

Bid Item No. & % of each: _____

Subcontractor: _____ License No. / State: _____

DIR Registration No.: _____ DIR Registration Expiration Date: _____

Address: _____ City: _____ Zip: _____

Description of Work: _____

Telephone: _____ Fax: _____ Email Address: _____

Bid Item No. & % of each: _____

Subcontractor: _____ License No. / State: _____

DIR Registration No.: _____ DIR Registration Expiration Date: _____

Address: _____ City: _____ Zip: _____

Description of Work: _____

Telephone: _____ Fax: _____ Email Address: _____

Bid Item No. & % of each: _____

Subcontractor: _____ License No. / State: _____

DIR Registration No.: _____ DIR Registration Expiration Date: _____

Address: _____ City: _____ Zip: _____

Description of Work: _____

Telephone: _____ Fax: _____ Email Address: _____

Bid Item No. & % of each: _____

Contractor shall provide all Subcontractor information requested above.

SIGNED: _____
(Signature) (Date)

Attach Notary Acknowledgement if signature is not the same as the Proposal signature(s)

ATTACHMENT M:

NON-COLLUSION DECLARATION OF SUBCONTRACTOR

(This form must be completed and submitted with this Bid)

State of _____,
County of _____, }SS

_____, being first duly sworn, deposes and says that:

He/she is *(owner, partner, officer, representative, or agent)* of _____,
hereinafter referred to as the “Subcontractor”;

He/she is fully informed respecting the preparation and contents of the Subcontractor’s Proposal submitted by the Subcontractor to _____,
the Contractor for certain work in connection with the _____
_____*(City or County and State)*;

The proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Subcontractor has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham Bid. The Subcontractor has not, directly or indirectly, colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Subcontractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price or of that of any other bidder. All statements contained in the proposal are true. The Subcontractor has not, directly or indirectly, submitted his or her proposal 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 Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Subcontractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Subcontractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signed _____

Title

Attach Notary Acknowledgment

ATTACHMENT N:**LOCAL HIRING ADMINISTRATIVE MEMORANDUM 98-2**

(Updated 07/20/98)

(Updated 03/01/03)

EFFECTIVE DATE: JUNE 19, 1998

SUBJECT: GUIDELINES FOR IMPLEMENTATION OF
LOCAL HIRING FOR PUBLIC WORKS
(Responsible Department – Public Works)

PURPOSE:

These administrative guidelines implement Salinas City Code Chapter 12, Article IV (the “Ordinance”). The terms used in these Administrative Guidelines shall be defined as in the Ordinance.

GENERAL POLICY AND PROCEDURE:**A. PERSONS SUBJECT TO GUIDELINES:**

These guidelines apply to all Contractors and Subcontractors who provide labor or materials for any Public Works Contract that is subject to competitive bidding requirements, unless prohibited by state or federal law.

B. LOCAL HIRING GOAL:

The Contractor shall make a good faith effort to hire qualified individuals, including any Subcontractor’s work force, who are residents of the Monterey Bay area, so that no less than 50% of the Contractor’s total construction workforce, including any Subcontractor work force, measured in labor work hours, shall be comprised of Monterey Bay Area residents. The documentation required by these Guidelines is intended to show the Contractor’s, and Subcontractor’s, good faith efforts towards that goal.

C. PERSONS WHO ARE LOCAL HIRES:

The local hiring goal applies to any “qualified individual” who is in a certified state or federally approved apprenticeship program in an applicable trade or has become a journeyman in his or her applicable trade with 5 years’ experience or more. In order to be considered a “local hire” each qualified individual must either:

1. Reside in the Monterey Bay Area (Monterey, Santa Cruz, and San Benito Counties) prior to the advertisement of the competitive bid on the Public Works Contract, or,
2. Be hired through a local hiring hall that has jurisdiction over all or part of the Monterey Bay Area.

D. GOOD FAITH EFFORT:

A good faith effort on the part of the Contractor or Subcontractor shall include a review of the current local hire requirements and existing staffing for compliance with the requirements. If they are not in compliance, or need to do additional hiring for the project, the Contractor or Subcontractor shall, at a minimum, perform all of the following hiring and documentation efforts:

1. Advertise for qualified Monterey Bay Area residents in trade papers and newspapers that have a

general circulation within the area.

2. Contact local recruitment sources to identify qualified individuals who are Monterey Bay Area residents (Public Works Administration shall maintain a List of Potential Local Hire Recruitment Sources in the Public Works office for review by any interested party. This list shall not be considered a complete record of all sources but rather a catalogue of contacts that may provide referral numbers for assisting Contractors in meeting their local hiring obligations. The list shall be updated periodically.)
3. Document and submit all efforts to meet the ordinance requirements on forms available in the Bid documents and at the Salinas Public Works Department.

E. NOTICE TO SUBCONTRACTORS:

The Contractor shall include in all Contracts with Subcontractors on City Public Works Contracts the language required by Salinas City Code Section 12-32 (6).

F. REQUIRED DOCUMENTATION:

The Contractor and/or Subcontractor shall complete all of the following documents and submit them within the time specified:

1. Statement Of Good Faith For Local Hire

Every Contractor participating in a competitive Bid on a Public Works Contract shall include a completed and signed Statement of Good Faith for Local Hire form, which will be supplied in the Bid documents. If at any time during the term of the Contract additional employees or Subcontractors are hired for the project, a revised Statement of Good Faith For Local Hire form shall be completed, signed, and submitted, including any additional employees or Subcontractors, with the weekly prevailing wage statement as required in the Plans and Specifications of the project for the week immediately following the addition of employees or Subcontractors.

2. Local Hiring Residency Compliance Form

During the term of the Contract, a Local Hiring Residency Compliance Documentation form shall be completed, signed and submitted with each weekly prevailing wage statement as required in the Plans and Specifications of the project.

G. TRACKING AND MONITORING:

At the time of Bid opening, all documents and Contract language required in the Proposal and Agreement shall be checked for compliance with this Article. Any Subcontractors listed in the Proposal shall also have their Contract submissions checked for the appropriate documentation and language at that time. The City employees opening the Bids shall also determine whether the names of any Contractors, Subcontractors, or Bidders have been disqualified by the City and are not authorized to perform City Contracts. If any Bidder or Subcontractor fails to comply with the good faith local hiring provisions required by the ordinance in its Bid submissions prior to awards, the Bidder shall be declared to be a non-responsive Bidder by the City (See Salinas City Code Section 12-33).

H. ENFORCEMENT:

If the inspector and/or Public Works Contract administrator for the project have cause to believe there

have been violations to the Local Hiring Ordinance or any other term of the Contract, there shall be an investigation of the issue. Should the investigation show that violations have occurred; a written Finding of Noncompliance can be presented to the Contractor and subsequently to the Council, along with a Declaration of Irresponsibility, asking the Council to support the findings and issue the Declaration. The Contractor shall be notified at least 10 calendar days prior to the Council meeting and has the right to appeal the findings to the Council (See Salinas City Code Sections 12-34 through 12- 37).

I. CONFLICT:

In the event of a conflict between the requirements of these Guidelines and the Local Hiring Ordinance, the terms of the ordinance shall prevail.

ATTACHMENT P:

LOCAL HIRING RESIDENCY COMPLIANCE DOCUMENTATION

In conformance with Article IV in Chapter 12 of the Salinas Municipal Code, each Contractor and Subcontractor shall complete and attach this Local Hiring Residency Compliance Documentation to each weekly prevailing wage statement as they are submitted to the City Engineer.

Project Title: _____ Project No.: _____

For The Pay Period Ending: _____

Contractor (or Subcontractor

Address: _____ City: _____ State: _____ Zip: _____

1. For each employee, complete residency compliance information by checking appropriate trade:

Employee Name:	Classification/Trade:	** Resident of Monterey Bay Area:
1.	Journeyman __ Apprentice __ Other __ Trade:	Yes No
2.	Journeyman __ Apprentice __ Other __ Trade:	Yes No
3.	Journeyman __ Apprentice __ Other __ Trade:	Yes No
4.	Journeyman __ Apprentice __ Other __ Trade:	Yes No
5.	Journeyman __ Apprentice __ Other __ Trade:	Yes No
6.	Journeyman __ Apprentice __ Other __ Trade:	Yes No
7.	Journeyman __ Apprentice __ Other __ Trade:	Yes No

**Resident of Monterey Bay Area = Living in Monterey, Santa Cruz, San Benito Counties or hired through a local hiring hall with jurisdiction over the Monterey Bay Area.

- Calculate total weekly project local hiring percentage based on all labor work hours reported on prevailing wage statement:..... %
- I certify that the information contained in this form is true and correct, to the best of my knowledge. (Please sign all pages) *(Submitted under penalty of perjury, Salinas City Code, Section 12-31.)*

Signature

Date

Name (Please Print)

Title or Position (Please Print)

Page ___ of ___

This Form May Be Copied as Needed

ATTACHMENT Q:

**BIDDER'S LIST
FOR
THE CITY OF SALINAS
PUBLIC WORKS DEPARTMENT**

(This information may be submitted with your proposal. If it is not, and you are the apparent low Bidder or the second low Bidder, it must be submitted and received by the Public Works Department no later than 5 working days after Bid opening date.)

All Bidders are required to provide the following information for all DBE and non-DBE contractors who provided a proposal, Bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime Contractor and must be submitted with their Bid/proposal. In order for the City of Salinas to conform with Federally-Mandated DBE Program Bidders List, it will use this information to maintain and update a "Bidders List" to assist in the overall annual goal DBE goal setting process.

Firm Name: _____ Phone: _____

Address: _____ Fax: _____

_____ License No.: _____

DIR Registration No.: _____ Exp. Date: _____

Contact Person & Title: _____ No. of Years in Business: _____

Is the firm currently certified as a DBE under the new regulations (49 CFR Part 26)? Yes No

Type of work/services/materials provided by firm: _____

What were your firm's Gross Annual receipts for last year?

_____ Less than \$1 Million

_____ Less than \$5 Million

_____ Less than \$10 Million

_____ Less than \$15 Million

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNED: _____
(Date)

This form may be copied as needed to report all Bidders (DBEs and Non-DBEs) information.

ATTACHMENT R:**GENERAL INSTRUCTIONS TO LOW BIDDER****BIDDER'S SIGNATURES**

- (A) The Bidder shall sign two documents included in the Bid Documents:
1. Agreement
 2. Bidder's Security
- (B) The name of the Bidder shall be typewritten or printed below the signature line. The type of legal entity shall be included in the name of the Bidder (examples: individual, sole proprietorship, general partnership, limited partnership, or corporation).
- (C) The name and title of all individuals signing for the entity shall be typewritten or printed below the signature line. **All signatures shall be notarized with notary acknowledgment.**
- (D) The Bidder shall provide evidence that the individual signing the document is authorized to bind the legal entity of the Bidder. The notarization does not constitute such proof unless the Bidder is signing as an individual.
- (E) If the Bidder is a corporation, proof of authorization shall be established (pursuant to Corporations Code Section 313) if one of the corporate officers listed in column A below and one of the corporate officers listed in column B below both sign the documents.

A

B

 Chairman of the Board

 Secretary

or

or

President

AND

Assistant Secretary

or

or

Vice President

Chief Financial Officer

or

Assistant Treasurer

For any other combination of signatures of corporate officers, a copy of the Board minutes, resolution, or articles of incorporation may be submitted to prove that the individuals have the authority to bind the corporation.

- (F) If the Bidder is any legal entity other than an individual or corporation, documentation must be submitted which establishes that the individuals have the legal authority to bind the legal entity of the Bidder.

GENERAL INSTRUCTIONS TO LOW BIDDER – cont.

- (G) If the legal entity is a Limited Partnership, a Certificate of Limited Partnership (State form LP-1) is sufficient to establish the authority of a single General Partner to bind the Limited Partnership.
- (H) If the Bidder is a General Partnership, a Certificate of General Partnership or General Partnership Agreement is sufficient to establish the names of all general partners of a General Partnership.
- (I) All general partners must sign the documents, unless proof is submitted which authorizes an individual partner to bind the other general partners.
- (J) If the individual signing the document is signing as a sole proprietorship, either a Fictitious Business Name Statement or a City of Salinas business License is sufficient to establish the authority of an individual to bind a sole proprietorship.
- (K) If the individual or individuals signing the documents are signing on behalf of an entity other than the Bidder, and that other entity is authorized to bind the legal entity of the Bidder, then documentation must be submitted which establishes that the individuals have the authority to bind the other entity, and that the other entity has the authority to bind the legal entity of the Bidder.

BIDDER'S/CONTRACTOR'S SECURITY

All Bidders' security (including Bid Bond, Performance Bond, Labor and Materials Bond, and any other required bond) shall be in one of the following forms:

- a. Cash
- b. Cashier's check made payable to the City
- c. A certified check made payable to the City

A bond executed by an admitted surety insurer, made payable to the City in the form of the bonds in the Contract documents. The Power of attorney for the attorney-in-fact of the surety must be current, contain an authorization to bind for at least minimum dollar amount of the bond, and be attached to the bond. **The signature of the attorney-in-fact must be notarized.**

ATTACHMENT S: PUBLIC WORKS CONTRACT AWARD INFORMATION

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. **If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work.** Go to: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO.
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. We are already approved to train apprentices by the _____
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. We will comply with the standards of _____
Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature _____	Date _____
Typed Name _____	
Title _____	

**State of California - Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS**

ATTACHMENT T: STATEMENT OF COMPLIANCE

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
STATEMENT OF COMPLIANCE
CEM-2503 (REV 05/2019)

Page 1 of 2

CONTRACTOR/SUBCONTRACTOR	CONTRACT NUMBER
DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION NUMBER	CONTRACTORS STATE LICENSE BOARD NUMBER
FIRST DAY AND DATE OF PAY PERIOD	LAST DAY AND DATE OF PAY PERIOD

I do hereby certify under penalty of perjury:

(1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract. All persons employed on said project for the above-referenced time period have been paid their full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person other than permissible deductions.

(2) That any payrolls otherwise under this control required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wages rates:

- (a) Specified in the applicable wage determination incorporated into the contract;
- (b) Determined by the Director of Industrial Relations for the county or counties in which the work is performed; that the classification set forth therein for each laborer or mechanic conform with the work he or she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.

(4) That fringe benefits as listed in the contract:

- (a) Have been or will be paid to the approved plan(s), fund(s), or program(s) for the benefit of listed employee(s), except as noted below.
- (b) Have been paid directly to the listed employee(s), except as noted below.
- (c) See exceptions noted below.

EXCEPTION CRAFT	EXPLANATION

REMARKS

NAME (PLEASE PRINT)	TITLE
SIGNATURE	DATE

On federally-funded projects, permissible deductions are defined in Code of Federal Regulations, Title 29, Part 3.

Also, the willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution (see United States Code, Title 18, Section 1001 and Title 31, Section 3729).

ADA Notice This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

STATEMENT OF COMPLIANCE

CEM-2503 (REV 05/2019)

Page 2 of 2

This statement of compliance meets needs of the state and federal payroll requirements to pay fringe benefits in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various preapproved plans, funds, or programs or by making these payments directly to the employees as part of their weekly wage payments.

The contractor must show on the face of his or her payroll all monies paid to the employees whether as basic rates or total hourly wage amount in lieu of fringes. The contractor shall report in the statement of compliance that he or she is paying to others fringes required by the contract and not paid directly to the employees in lieu of fringes.

INSTRUCTIONS:**Contractors required to pay Federal Wage Rates:**

Such a contractor shall check paragraph 2(a) of the statement to indicate that the wage rates for laborers or mechanics contained in the payroll are not less than the applicable wage rates specified in the applicable wage determination incorporated into the contract.

Contractors required to pay the State Prevailing Wage Rates as determined by the Director of Industrial Relations:

Such a contractor shall check paragraph 2(b) of the statement to indicate that the wage rates for laborers or mechanics contained in the payroll are not less than the applicable wage rates determined by the Director of Industrial Relations for the county or counties in which the work is performed.

Contractor who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decisions shall continue to show on the face of his or her payroll the basic hourly rate and overtime rate paid to his or her employees, just as he or she has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he or she is also paying approved plans, funds, or programs within the times required for the receipt of those sums, not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who does not pay fringe benefits to an approved plan shall pay a like amount to the employee. This payment can be reported by inserting in the straight time hourly rate column of his or her payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on wages paid in lieu of fringes, the overtime rate shall be not less than one and one-half the basic predetermined rate, plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and payment in lieu of fringes be separately stated in the hourly rate column. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he or she is paying fringe benefits directly to his or her employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions:

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination required is obligated to pay the deficiency directly to the employees as wages in lieu of fringes. Any exceptions to Section 4(a) and 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as wages in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes (see United States Code, Title 18, Section 1001 and Title 31, Section 3729).

ADA Notice This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at

ATTACHMENT U: CITY OF SALINAS FRINGE BENEFIT STATEMENT

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
FRINGE BENEFIT STATEMENT
CEM-2501 (REV 05/2019)



CONTRACTOR OR SUBCONTRACTOR (Please Print)		CONTRACT NUMBER	DATE
DEPARTMENT OF INDUSTRIAL REGISTRATION NUMBER		CONTRACTORS STATE LICENSE BOARD NUMBER	FEDERAL-AID PROJECT NUMBER
TO: RESIDENT ENGINEER OR DISTRICT LABOR COMPLIANCE OFFICER		BUSINESS ADDRESS	

Labor Compliance uses the following fringe benefits information (shown or referenced on wage rate determinations) paid to or on behalf of employees in various crafts or classifications to check payroll or apply to force account work on the above contract.

COMPLETE AND SUBMIT THIS FORM WITH THE FIRST CERTIFIED PAYROLL OR WHEN THERE HAVE BEEN CHANGES.

Classification	Fringe Benefit Hourly Amount	Name and Address of Plan, Fund, or Program
	Vacation \$	
Effective Date	Health and Welfare \$	
	Pension \$	
Subsistence and/or Travel Pay	Apprentice or Training Fees \$	
\$	Other \$	

Classification	Fringe Benefit Hourly Amount	Name and Address of Plan, Fund, or Program
	Vacation \$	
Effective Date	Health and Welfare \$	
	Pension \$	
Subsistence and/or Travel Pay	Apprentice or Training Fees \$	
\$	Other \$	

Classification	Fringe Benefit Hourly Amount	Name and Address of Plan, Fund, or Program
	Vacation \$	
Effective Date	Health and Welfare \$	
	Pension \$	
Subsistence and/or Travel Pay	Apprentice or Training Fees \$	
\$	Other \$	

I certify under penalty of perjury that fringe benefits are paid to the approved Plans, Funds, or Programs listed above.

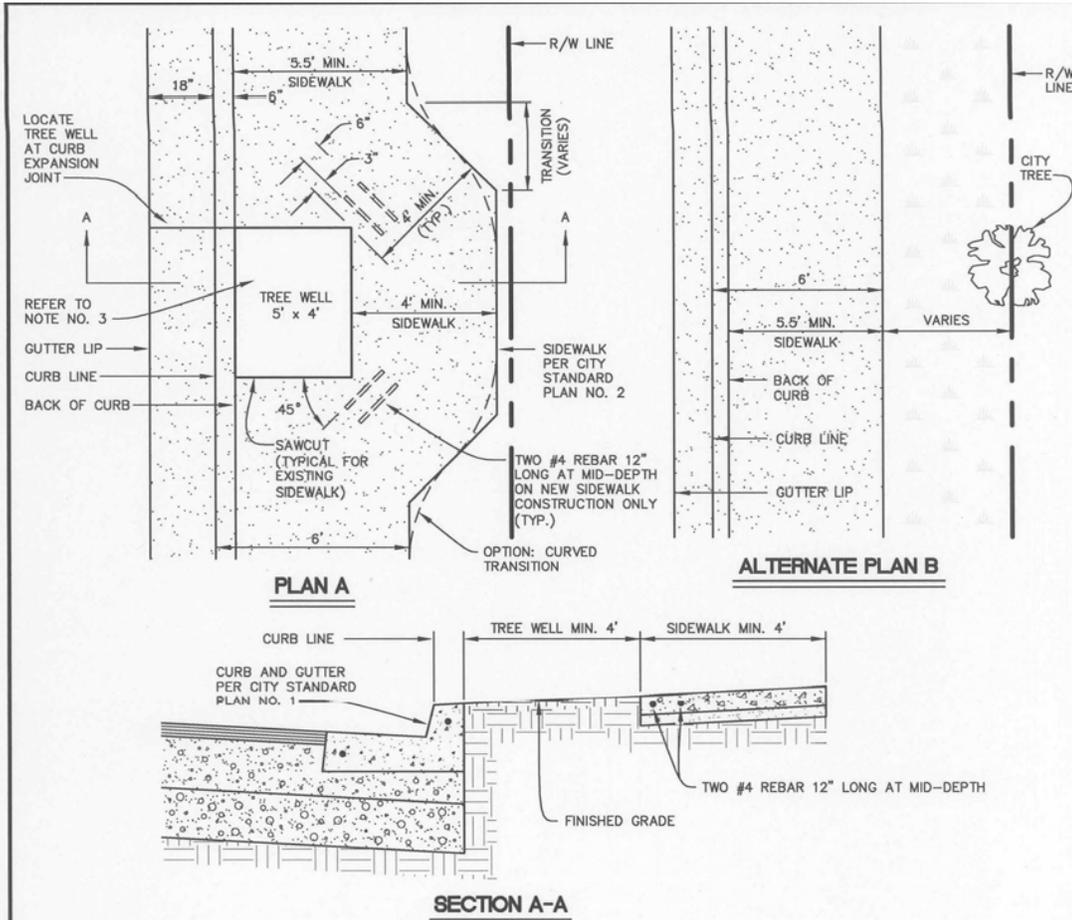
NAME AND TITLE (Please Print)

SIGNATURE

BUSINESS TELEPHONE NUMBER

If you have questions about this form, please refer to the District/Region map at <http://www.dot.ca.gov/hq/construc/LaborCompliance/> for contact information in the district where the project is located.

ADA Notice This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.



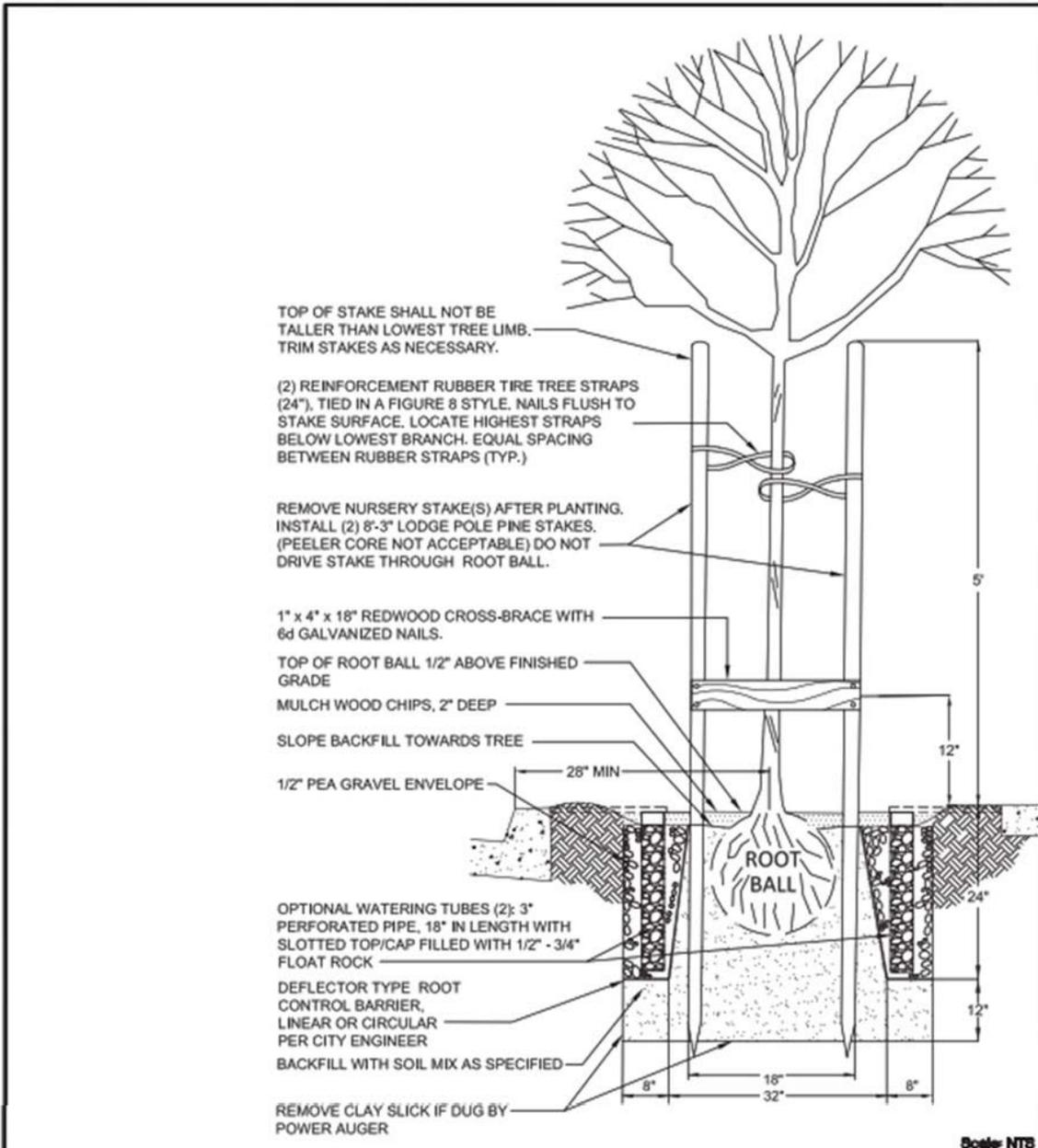
GENERAL NOTES

1. DRAWING NOT TO SCALE.
2. FOR STREET TREE PLANTING SEE CITY STANDARD PLAN NO. 11.
3. TREE WELL SHALL BE 5' x 4' MINIMUM RECTANGLE.
4. UNLESS OTHERWISE SPECIFIED IN THE SPECIFICATIONS AND/OR PLANS ALL PLACEMENT OF TREE WELL LOCATIONS SHALL BE AS FOLLOWS:
 - a. MINIMUM OF 40' FROM THE POINT OF INTERSECTION OF CURB LINE (P.I.).
 - b. MINIMUM OF 40' FROM THE TRAFFIC SIGNAL POLES.
 - c. MINIMUM OF 15' FROM COMMERCIAL DRIVEWAYS AND 10' FROM RESIDENTIAL DRIVEWAYS.
 - d. MINIMUM OF 25' FROM CATCH BASINS, SANITARY SEWER MAINS AND LATERALS, AND MANHOLES.
 - e. MINIMUM OF 5' FROM WATER METERS, WATER LINES, GAS LINES, STORM DRAIN LINES, AND UNDERGROUND ELECTRICAL LINES.
 - f. MINIMUM OF 10' FROM FIRE HYDRANTS.
 - g. MINIMUM OF 20' FROM STREET LIGHTS.
 - h. MINIMUM OF 10' FROM UTILITY POLES.
 - i. MINIMUM OF 40' TO 80' OF SPACING BETWEEN TREES (AVERAGE SPACING IS 60' APART) OR ONE TREE PER LOT. SPECIES OF TREE AND SPACING SHALL BE DETERMINED BY CITY ENGINEER.

DEVELOPMENT & ENGINEERING SERVICES DEPARTMENT		CITY OF SALINAS
ENGINEERING SERVICES DIVISION		
TITLE:	TREE WELL	STANDARD PLAN
DESIGNED BY: STAFF	DATE: 10/21/2008	10
CADD BY: STAFF	<i>Robert C. Russell</i>	
PROJECT MANAGER: FRANK A. AGUAYO, P.E.	ROBERT C. RUSSELL, CITY ENGINEER R.C.E. 42871, EXPIRES 3-31-2010	

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ENGINEERING SERVICES DIVISION		DEVELOPMENT & ENGINEERING SERVICES DEPARTMENT		CITY OF SALINAS
TITLE: STREET TREE PLANTING AND STAKING			STANDARD PLAN	
DESIGNED BY: STAFF	DATE: 10/9/2018		REVIEWED BY:	DATE:
CADD BY: TANIA SALCEDO			MAINTENANCE SERVICES DIRECTOR	
PROJECT MANAGER: BRIAN FRUS, PE	JAMES E. SANDOVAL, P.E. ASSISTANT PUBLIC WORKS DIRECTOR/CITY ENGINEER		11R	

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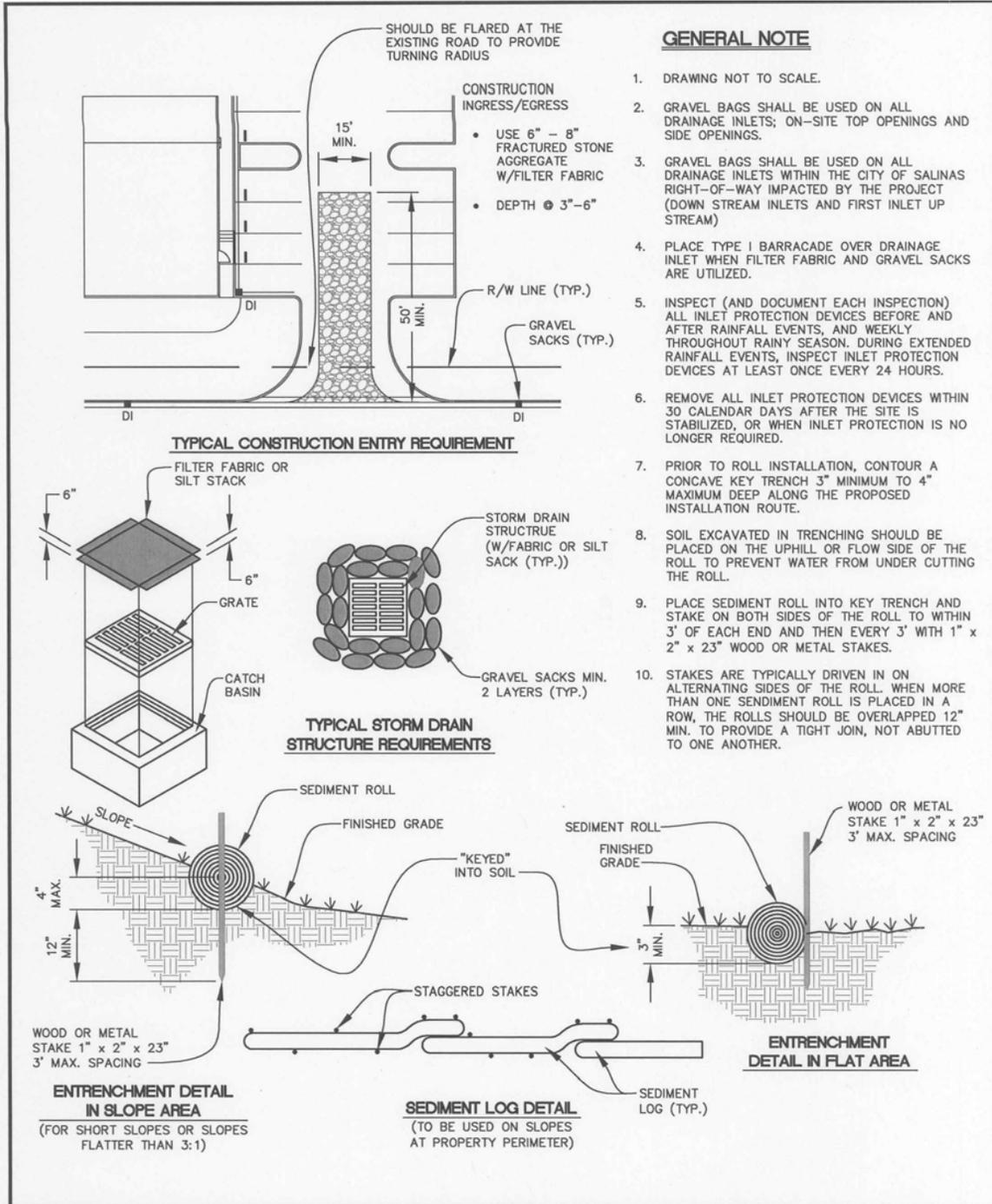
PLAN VIEW

GENERAL NOTES

1. DRAWING NOT TO SCALE.
2. ALL STREET TREES SHALL BE 15 GALLON OR HAS SPECIFIED AND MEET THE AMERICAN STANDARD FOR NURSERY. OR AS DIRECTED BY THE CITY ENGINEER. TREE SHOULD STAND UPRIGHT WITHOUT STAKES.
3. ROOT CONTROL BARRIERS SHALL BE "SHAWTOWN" NO. FI-15, THE "DEEP ROOT" NO. UB 24-2 (OR APPROVED EQUAL BY THE CITY ENGINEER). THE ONE PIECE BARRIER SHALL HAVE TAPERED SIDES AND BE CONSTRUCTED OF 0.085" MINIMUM THICKNESS HIGH IMPACT POLYPROPYLENE PLASTIC (HIPP) WITH ADDED ULTRAVIOLET INHIBITORS.
4. PRIOR TO PLACING THE ROOT CONTROL BARRIER, BACKFILL 1/2" PEA GRAVEL ENVELOPE AROUND DEFLECTOR AFTER TREE PLANTING.
5. SOIL MIX SHALL BE PLACED IN THE PLANTING HOLE AND COMPACTED TO THE BOTTOM OF THE ROOT BALL ELEVATION. PLANT TREE IN PLANTER, CONTINUE BACKFILL WITH SOIL MIX, AND COMPACT.
6. AFTER PLANTING, TREE SHALL BE WATERED WITH 20 GALLONS OF WATER. REPEAT WATERING TWICE IN THE NEXT 7 DAYS, AT 48 HOUR INTERVALS.
7. CITY STREET TREE PLANTING SHALL INCLUDE TREE PLANTING IN TREE WELLS OR WITHIN PARKING STRIPS. PAYMENT FOR TREE PLANTING SHALL INCLUDE EXCAVATION, SOIL PREPARATION, ROOT CONTROL BARRIER AND INSTALLATION, BACKFILL, TREE, AND THE ITEMS DESCRIBED ON THIS PLAN.
8. UPON APPROVAL OF THE CITY ENGINEER AND THE DIRECTOR OF MAINTENANCE SERVICES, ROOT CONTROL BARRIER MAY BE CONFIGURED LINEARLY OR CIRCULAR, OR DELETED ENTIRELY DUE TO SPECIAL CIRCUMSTANCES, WHICH MAKE THE ROOT CONTROL BARRIER UNUSABLE OR UNNECESSARY.
9. PLANTING SPACING AS PER PLANS. SEE CITY STANDARD PLAN NO. 8 FOR CLEARANCE STANDARDS.
10. LOMBARDY POPLAR TREES ARE NOT PERMITTED IN SALINAS (PER CA. CODE OF REGULATIONS § 3597).
11. OPTIONAL: INSTALL 3" IRRIGATION TUBE ON BOTH SIDES OF TREE IN THE SLOPED AREA. IRRIGATION TUBE SHALL REACH A DEPTH EQUAL TO THE BOTTOM OF THE TREE ROOT BALL.
12. SOIL MIX SHALL BE WELL MIXED AND CONTAIN 2-PARTS CLEAN SAND AND 1-PART CERTIFIED COMPOST. SOIL MIX SHALL MEET THE FOLLOWING CRITERIA:
 - PH RANGE: 5.5 TO 6.5
 - ORGANIC MATTER : GREATER THAN 1.5
 - P. INDEX: 4 TO 12

ENGINEERING SERVICES DIVISION		DEVELOPMENT & ENGINEERING SERVICES DEPARTMENT		CITY OF SALINAS
TITLE: STREET TREE PLANTING DETAILS AND NOTES			STANDARD PLAN	
DESIGNED BY: STAFF	DATE: 10/9/2018		REVIEWED BY:	DATE:
CADD BY: TANA SALCEDO			MAINTENANCE SERVICES DIRECTOR	
PROJECT MANAGER: BRIAN FRUS, PE	JAMES E. SANDOVAL, P.E. ASSISTANT PUBLIC WORKS DIRECTOR/CITY ENGINEER		11R	

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GENERAL NOTE

1. DRAWING NOT TO SCALE.
2. GRAVEL BAGS SHALL BE USED ON ALL DRAINAGE INLETS; ON-SITE TOP OPENINGS AND SIDE OPENINGS.
3. GRAVEL BAGS SHALL BE USED ON ALL DRAINAGE INLETS WITHIN THE CITY OF SALINAS RIGHT-OF-WAY IMPACTED BY THE PROJECT (DOWN STREAM INLETS AND FIRST INLET UP STREAM)
4. PLACE TYPE I BARRICADE OVER DRAINAGE INLET WHEN FILTER FABRIC AND GRAVEL SACKS ARE UTILIZED.
5. INSPECT (AND DOCUMENT EACH INSPECTION) ALL INLET PROTECTION DEVICES BEFORE AND AFTER RAINFALL EVENTS, AND WEEKLY THROUGHOUT RAINY SEASON. DURING EXTENDED RAINFALL EVENTS, INSPECT INLET PROTECTION DEVICES AT LEAST ONCE EVERY 24 HOURS.
6. REMOVE ALL INLET PROTECTION DEVICES WITHIN 30 CALENDAR DAYS AFTER THE SITE IS STABILIZED, OR WHEN INLET PROTECTION IS NO LONGER REQUIRED.
7. PRIOR TO ROLL INSTALLATION, CONTOUR A CONCAVE KEY TRENCH 3" MINIMUM TO 4" MAXIMUM DEEP ALONG THE PROPOSED INSTALLATION ROUTE.
8. SOIL EXCAVATED IN TRENCHING SHOULD BE PLACED ON THE UPHILL OR FLOW SIDE OF THE ROLL TO PREVENT WATER FROM UNDER CUTTING THE ROLL.
9. PLACE SEDIMENT ROLL INTO KEY TRENCH AND STAKE ON BOTH SIDES OF THE ROLL TO WITHIN 3' OF EACH END AND THEN EVERY 3' WITH 1" x 2" x 23" WOOD OR METAL STAKES.
10. STAKES ARE TYPICALLY DRIVEN IN ON ALTERNATING SIDES OF THE ROLL. WHEN MORE THAN ONE SEDIMENT ROLL IS PLACED IN A ROW, THE ROLLS SHOULD BE OVERLAPPED 12" MIN. TO PROVIDE A TIGHT JOIN, NOT ABUTTED TO ONE ANOTHER.

DEVELOPMENT & ENGINEERING SERVICES DEPARTMENT		CITY OF SALINAS
ENGINEERING SERVICES DIVISION		
TITLE: BEST MANAGEMENT PRACTICES		STANDARD PLAN
DESIGNED BY: STAFF	DATE: 10/21/2008	59A
CADD BY: STAFF	<i>Robert C. Russell</i>	
PROJECT MANAGER: FRANK A. AGUAYO, P.E.	ROBERT C. RUSSELL, CITY ENGINEER R.C.E. 42871, EXPIRES 3-31-2010	

Handling Materials & Wastes

- ✓ Practice Source Reduction- minimize waste when ordering materials. Order only the amounts needed to complete the job.
- ✓ Use recycled and recyclable materials whenever possible.
- ✓ Never bury waste materials or leave them in the street.
- ✓ Dispose of all waste properly. Many construction materials, including solvents, water-based paints, vehicle fluids, broken asphalt and concrete, wood, and cleared vegetation can be recycled. Nonrecyclable materials must be taken to an appropriate landfill or disposed of as hazardous waste. For disposal information, call the numbers listed in this pamphlet.

Disposal Options

Use a crushing company to recycle concrete, asphalt and porcelain rather than taking them to the landfill. Call:

Recycling & Hazardous Waste Disposal:

Sun Street Transfer Station
 Salinas Valley Solid Waste Authority
 (831) 424-5520
 139 Sun Street
 Salinas, 93901

To Report a Spill, Illegal Dumping or a Clogged Storm Drain Call:

(831) 758-7233
 City of Salinas
 Department of Public Works
 Maintenance Division

This is one in a series of pamphlets describing storm drain protection measures. Other pamphlets include:

- Automotive Maintenance & Car Care
- Equipment Rentals
- Food Service Industry
- Fresh Concrete & Mortar Application
- Heavy Equipment & Earthmoving Activities
- Home Repair & Remodeling
- Landscaping, Gardening & Pest Control
- Mobile Washers and Cleaners
- Painting
- Roadwork & Paving
- Swimming Pool, Jacuzzi & Fountain Maintenance

Stormwater Best Management Practices (BMPs): General Construction & Site Supervision



Safe Environmental Habits and Procedures for:

- General Contractors
- Construction inspectors
- Home Builders
- Developers
- Masons & Bricklayers
- Sidewalk Construction Crews



City of Salinas

Permit Center

65 West Alisal St., Suite 101
 Salinas, California 93901
 (831) 758-7251

For more information about storm drain protection or additional pamphlets, call:

(831) 758-7233
 City of Salinas
 Department of Public Works
 Maintenance Division

Stormwater Best Management Practices (BMPs): Fresh Concrete & Mortar Application



Safe Environmental Habits and Procedures for:

- Construction Inspectors
- Developers
- Do-It-Yourselfers
- Home Builders
- Masons and Bricklayers
- Patio Construction Workers
- Sidewalk Construction Crews



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Handling Materials & Wastes

- ✓ Practice Source Reduction- minimize waste when ordering materials. Order only the amounts needed to complete the job.
- ✓ Use recycled and recyclable materials whenever possible.
- ✓ Recycle broken asphalt, concrete, wood and cleared vegetation. Non-recyclable materials must be taken to appropriate landfill or disposed of as hazardous waste. For disposal information, call the numbers listed in this pamphlet.

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**Water Pollution Prevention
It's Up to Us:**



Only "stormwater" is allowed in our storm drain system. This pamphlet tells you how to prevent waterway pollution from "stormwater" or "urban runoff."

Rain, industrial and household water mixed with urban pollutants creates stormwater pollution. The pollutants include: oil and other automotive fluids, paint and construction debris, yard and pet wastes, pesticides and litter.

Urban runoff pollution flows through the storm drain to the Salinas River and the Reclamation Ditch that takes water and debris straight from Salinas streets to the Monterey Bay Marine Sanctuary. Each day, polluted urban runoff enters our rivers untreated, leaving toxic chemicals and trash to be carried downstream.

Urban runoff pollution contaminates our rivers, and ditches, harms aquatic life and increases the risk of flooding by clogging gutters and catch basins.

Utilizing Best Management Practices (BMPs) will ensure cleaner receiving waters and a cleaner City.

**REMEMBER: ONLY RAIN DOWN
THE DRAIN!!!!**

Concrete & Application Problems

Fresh concrete and mortar activities are frequent sources of urban runoff pollution. Materials and wastes blown or washed into a street, gutter or storm drain have a direct impact on the ocean.

Sediment is the most common pollutant washed from work sites, creating multiple problems once it enters the ocean. Sediment clogs the gills of fish, blocks light transmission and increases ocean water temperature, all of which harm sea life, disrupting the food chain upon which both fish and people depend. Sediment also carries with it other work site pollutants such as cement wash, gravel, asphalt, pesticides, cleaning solvents, motor oil, grease and fuel. Thus, poorly maintained equipment and vehicles leaking fuel and oil.

Solutions

Best Management Practices that include the proper handling, storage and disposal of materials can prevent pollutants from entering the storm drain system.

General Business Practices

- ✓ Schedule projects for dry weather periods. Keep materials out of the rain. Store both dry and wet materials under cover, protected from rainfall and runoff. Also, protect dry materials from wind.
- ✓ Secure open bags of cement to keep wind-blown cement powder away from streets, gutters, storm drains, rainfall and runoff.

Cleaning Up

- ✓ When cleaning up after driveway or sidewalk construction, wash concrete dust or dirt areas, not down the driveway or into the street or storm drain.
- ✓ Wash out concrete mixers and equipment only in designated wash-out areas, where the water flows into containment ponds or onto dirt.
- ✓ Recycle cement wash water by pumping it back into cement mixers for reuse.
- ✓ Never dispose of cement washout into driveways, streets, gutters, storm drains or drainage ditches.

During Construction

- ✓ Place erosion controls (i.e. berms or temporary vegetation) down slope to capture runoff carrying mortar or cement to keep it on site.
- ✓ Do not order or mix up more fresh concrete or cement than you will use.
- ✓ Set up and operate small mixers on tarps or heavy drop cloths.
- ✓ When breaking up paving (cement or asphalt), be sure to pick up all the pieces. Recycle them at a crushing company. Use the referral numbers listed in this pamphlet.
- ✓ Dispose of small amounts of excess dry concrete, grout and mortar in the trash.
- ✓ Never bury waste material. Recycle or dispose of it as hazardous waste material.

Recycling & Hazardous Waste

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