

**INTERIM AGREEMENT FOR  
TURF MOWING/EDGING MAINTENANCE LANDSCAPE SERVICES**

This Agreement for Contractual Services (the "Agreement") is made and entered into this 14<sup>th</sup> day of May, 2019, by and between the **City of Salinas**, a California charter city and municipal corporation (hereinafter "City"), and Smith and Enright Landscaping, Inc., a California corporation, (hereinafter "Contractor").

**RECITALS**

**WHEREAS**, the City is required to maintain its City facilities, parks, medians and greenbelts, and the previous Agreement for such maintenance services expired; and

**WHEREAS**, Contractor represents that it is specially trained, licensed, experienced, and competent to perform the special contractual services which will be required by this Agreement; and

**WHEREAS**, the City continued to receive maintenance services from the Contractor despite not having a legal agreement, and incurred expenses during the months of January 2019 through April 2019.

**WHEREAS**, the Public Works Department has prepared a solicitation for formal bids to maintain the City's landscape responsibilities in its City facilities, parks, medians and greenbelts with proposals due May 7, 2019, and bids awarded by July 2, 2019 after bringing a new Agreement forward to the Council for consideration, approval and award; and

**WHEREAS**, consistent with the provisions of Municipal Code Section 12-27, it is in the City's best interest to not interrupt the maintenance services performed in City facilities, parks, medians and greenbelts, and as a remedy for this situation, resulting from a late start in a low-bid based competitive process, the City and contractor are willing to enter into an interim, short-term Agreement to ratify the payment of past invoices and to encumber sufficient funds until such a time that the work can be brought forward for bid award; and

**WHEREAS**, Contractor is willing to render those contractual services described in the attached **Exhibit A Resolution 20332 and "Contract Turf Mowing/Edging Services" dated February 5, 2013**, which is the original scope of work agreed upon by the Contractor.

**NOW, THEREFORE**, City and Contractor agree as follows:

**TERMS**

1. **Scope of Service.** The scope of Contractor's services and qualifications are described in **Exhibit A**, attached hereto and incorporated herein by reference. The City and Contractor agree, that the purpose of this Agreement is to fulfill on a short-term interim basis (as defined by the "Term" in Section 2 below), the Contractor's role in the landscape maintenance services of the City facilities, parks, medians and greenbelts, until a formal bid process and a multi-year Agreement can be awarded and fully executed.
2. **Term; On-Call/As Needed Basis.** This Agreement shall commence on June 4th, 2019, or as soon thereafter that pre-requisite requirements be fulfilled, and shall continue on a month-to-month basis for

up to six months until a formal Agreement(s) for said services can be awarded and duly executed landscape services in those specific areas described in the "Description of Turf Areas to be Mowed" of **Exhibit A**. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.

**3. Compensation & Prevailing Wages.**

a. City hereby agrees to continue to pay Contractor based upon the rates provided in **Exhibit A** for the monthly maintenance of its properties listed therein.

b. Special and unique work with limited duration, will be invoiced to the City on a time and materials basis for the services rendered to the City, based upon the labor and equipment rates provided in **Exhibit B**, after receiving a detailed cost estimate prior to beginning each job.

c. Consistent with, but not limited to, those State Labor Codes listed and referenced in **Exhibit C**, the Contractor shall pay prevailing wages and cause all of its subcontractors to pay prevailing wages as those wages are determined by the Department of Industrial Relations ("DIR"). The Contractor agrees to follow the direction of the DIR in its business conduct working on behalf of the City.

d. Penalties for violations may be applied by the DIR pursuant to the Labor Code sections 1815 and 1815. The contractor shall indemnify, hold harmless, and defend (with counsel reasonably selected by the City) against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Contractor and its subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., 1771-1774, to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1771-1774, 1777.5 et seq., and the implementing regulations of the DIR in connection with the scope of work. This Section 3(d) shall survive the expiration of the Term.

**4. Billings: Past and Future.**

a. Past Billings. City agrees to pay for all of those approved services rendered and invoiced up until the date of execution of this Agreement. Final payment for past billings will occur within 30-days of the date of execution of this Agreement assuming there are no unresolved discrepancies, and the Contractor remains in compliance with all of the provisions set forth in this Agreement.

b. Future Billings. Contractor shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person. Contractor's invoice shall include the following information to which such services cost or pertain:

1. Location Name or ID;
2. The Job Order number if applicable;
3. The date of the invoice;
4. The date(s) the work was performed;
5. An itemization of labor and hours worked by each unique classification;
6. A list of equipment used; and

7. Subcontractor and associated costs.

For work on special projects (as described in Section 3b), the quote or Job Order Number for the work will be referenced on the Invoice and a separate Purchase Order will be issued and referenced as well. Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Contractor submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Contractor until thirty (30) days after a correct and complying invoice has been submitted by Contractor. The City shall process undisputed portion immediately.

5. **Responsibility of Contractor.**

a. By executing this Agreement, Contractor agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner that fulfills its role as provided as **Exhibit A**, attached hereto and incorporated herein by reference. Contractor further agrees and represents to City that the Contractor possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Contractor to do and perform Contractor's work.

b. Contractor shall assign a single Project Director to have overall responsibility for the execution of this Agreement for Contractor. **Rich Alcala** is hereby designated as the Project Director for Contractor. Any changes in the Project Director designee shall be subject to the prior written acceptance and approval of the City Manager.

6. **Responsibility of City.** To the extent appropriate to work to be completed by Contractor pursuant to this Agreement, City shall:

a. Assist Contractor by placing at its disposal all available information pertinent to the maintenance work. City shall support the week by week job scheduling efforts and finalize a work-order calendar that is suitable for all parties concerned. When warranted the City will provide special assistance to address unforeseen circumstances that may include additional special maintenance project and the use of special subcontractors to address deficiencies in maintenance systems.

b. Rick Key, Parks, Grounds Forestry Operations Manager shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant. Endeavor to give prompt written notice to Contractor whenever City observes or otherwise becomes aware of any deficiency in the services rendered to the City.

7. **Acceptance of Work Not a Release.** City will accept each job as it is completed and having accepted each job an invoice can be submitted for payment. Acceptance by the City of the work performed under this Agreement does not operate as a release of Contractor for the work performed.

8. **Indemnification and Hold Harmless.** Contractor shall indemnify, defend, and hold City and its officers, employees, and agents harmless from and against any and all liability at its own expense, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant federal, state or municipal law or ordinance, or other cause in connection with the acts or omissions of Contractor, its employees, subcontractors or agents, or on account of the performance or character of the work, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, employees or agents. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification, defense, and hold harmless clause. This indemnification, defense, and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall reimburse the City for all costs and expenses including, but not limited to court costs, incurred by the City in enforcing the provisions of this section.

11. **Insurance.** Contractor shall comply with the insurance provisions as provided in **Exhibit D.**

12. **Access to Records.** Contractor shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Contractor by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Contractor's usual and customary business hours. Contractor shall provide proper facilities to City's representative(s) for such access and inspection.

13. **Assignment.** It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. This Agreement is personal to Contractor and shall not be assigned by it without express written approval of the City.

14. **Changes to Scope of Work.** City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Contractor shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Rate of compensation shall be based upon the Contractor's Proposal and Rate Schedule shown in **Exhibit B** of this Agreement. Upon agreement between City and Contractor as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Contractor shall constitute the Contractor's notice to proceed with the changed scope.

15. **Ownership of Documents.** Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Contractor, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Contractor against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said photos, documents, video, drawings, and/or specifications on any other project without written authorization of the Contractor.

16. **Termination.**

a. City shall have the authority to terminate this Agreement, upon written notice to Contractor, as follows:

(1) If in the City's opinion the conduct of the Contractor is such that the interest of the City may be impaired or prejudiced, or

(2) For any reason whatsoever, with a thirty-day (30-day) written notice.

b. Upon termination, Contractor shall be entitled to payment of such amount as fairly compensates Contractor for all work satisfactorily performed up to the date of based upon the scope of work and pay-rate schedules shown in Exhibit B, except that:

(1) In the event of termination by the City for Contractor's default, City shall deduct from the amount due Contractor the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Contractor are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another contractor(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Contractor hereunder, Contractor shall pay City the full amount of such expense.

c. In the event that this Agreement is terminated by City for any reason, Contractor shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of this same §16, City may condition payment for services rendered to the date of termination upon Contractor's delivery to the City of such material.

d. In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

e. The rights and remedy of the City and Contractor provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

**17. Compliance with Laws, Rules, and Regulations.** Services performed by Contractor pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

**18. Exhibits Incorporated.** All exhibits referred to in this Agreement and attached to it are hereby incorporated by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall have priority and control the respective duties and liabilities of the parties.

19. **Independent Contractor.** It is expressly understood and agreed by both parties that Contractor, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Contractor expressly warrants not to represent, at any time or in any manner, that Contractor is an employee or servant of the City.

20. **Integration and Entire Agreement.** This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

21. **Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

22. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

23. **Notices.**

a. Written notices to the City hereunder shall, until further notice by City, be addressed to:

Public Works Director  
City of Salinas  
200 Lincoln Avenue  
Salinas, California 93901

With a Copy to:

City Attorney  
City of Salinas  
200 Lincoln Avenue  
Salinas, California 93901

b. Written notices to the Contractor shall, until further notice by Contractor, be addressed to:

Richard Enright, Vice President  
Smith and Enright Landscaping, Inc.  
540 Work Street, Suite C  
Salinas, CA 93901

c. The execution of any such notices by the Public Works Director of the City shall be effective as to Contractor as if it were by resolution or order of the City Council, and Contractor shall not question the authority of the Public Works Director to execute any such notice.

d. All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

**24. Nondiscrimination.** During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

**25. Conflict of Interest.** Contractor warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Contractor further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Contractor shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Contractor further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

**26. Headings.** The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

**27. Attorney's Fees.** In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

**28. Non-Exclusive Agreement.** This Agreement is non-exclusive, and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

**29. Rights and Obligations Under Agreement.** By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**30. Licenses.** If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

**31. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

**32. Legal Representation.** Each party affirms that it has been represented by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents

and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

**33. Joint Representation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

**34. Warranty of Authority.** Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

**35. No Waiver of Rights.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.



**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the date first written above.

**CITY OF SALINAS**

\_\_\_\_\_  
Mayor Joe Gunter

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney Christopher A. Callihan

\_\_\_\_\_  
Date

**SMITH AND ENRIGHT LANDSCAPING, INC.**

\_\_\_\_\_  
By: Richard Enright  
Its: Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Date

Exhibits:      A- Scope of Work  
                    B- Schedule of Rates  
                    C- Department of Industrial Relations' State Labor Code  
                    D- Insurance Requirements

**EXHIBIT A**  
**SCOPE OF WORK**

Monthly Landscape Maintenance Price for the  
Mowing & Maintenance Agreement

\$11,760.00

Open Invoices for work performed:

January	Inv#30320	\$11,760.00
February	Inv#30473	\$11,760.00
March	Inv#30636	\$11,760.00
April	Inv#30791	<u>\$11,760.00</u>
		\$47,040.00

Future work for May – July 2, 2019

May	\$11,760.00
June	<u>\$11,760.00</u>
	\$23,520.00

Total Projected Due: \$70,560.00

Exhibit A

RESOLUTION NO. 20332 (N.C.S.)

A RESOLUTION ACCEPTING BID FOR

**TURF MOWING/EDGING MAINTENANCE**

**WHEREAS**, pursuant to the provisions of Resolution No. 20290 (N.C.S.) passed and adopted by the Council of Salinas on November 13, 2012, the Maintenance Superintendent of Salinas on January 9, 2013 at 2:00 P.M. of said day, at a public meeting held in the West Wing Conference Room at Salinas City Hall, at Salinas, California, publicly opened, examined and declared all bids or proposals delivered to or filed with said Maintenance Superintendent for Turf Mowing/Edging Maintenance, in accordance with the plans and specifications for such work filed in the office of said City Clerk on November 13, 2012, and now on file in said office; and

**WHEREAS**, the City Clerk reported the result of the bidding to the Council at its regular meeting on February 5, 2013, and the Council in open session at said meeting examined the report and all of said bids and proposals.

**NOW, THEREFORE, BE IT RESOLVED BY THE SALINAS CITY COUNCIL** that all of said bids or proposals are hereby rejected except the bids of Smith & Enright Landscape, Inc. (hereinafter referred to as the "Successful Bidder") being the lowest and best bids, which are hereby accepted, and the contracts therefore are hereby awarded to said Successful Bidder for all Mowing Edging Maintenance and more specifically at the unit prices particularly set forth and contained in the bid of said Successful Bidder heretofore filed in the office of the City Clerk, on January 9, 2013, reference to which bid of the Successful Bidder is hereby made for the contents thereof. Said sum shall be paid by the City of Salinas to the Successful Bidders in cash, lawful money of the United

States of America, payable at the time and in the manner specified in the plans and specifications and contract documents.

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

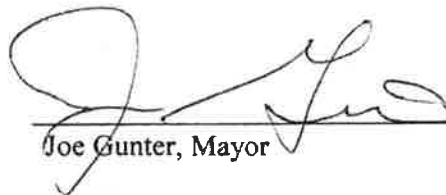
**BE IT FURTHER RESOLVED** that the Mayor of Salinas is hereby authorized and directed on behalf of the City of Salinas to execute a contract with the Successful Bidders for said work.

**PASSED AND ADOPTED** this 5th day of February, 2013, by the following vote:

**AYES:** Councilmembers: Barrera, Castaneda, Craig, De La Rosa, Lutes, McShane and Mayor Gunter

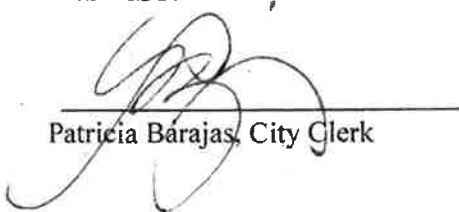
**NOES:** None

**ABSENT:** None



Joe Gunter, Mayor

**ATTEST:**



Patricia Barajas, City Clerk

# **City of Salinas Public Works Department**



## **SCOPE OF WORK Turf Mowing/Edging Services**

**ATTN: LARRY ODA, MAINTENANCE SUPERINTENDENT  
CITY OF SALINAS  
426 WORK STREET  
SALINAS, CA 93901**

**Proposals Due by: 2:00 pm, Tuesday January 8, 2013**

## **TABLE OF CONTENTS - CONTRACT TURF MOWING/EDGING SERVICES**

### **PART A - CONTRACT DOCUMENTS**

#### **BID CONTRACT DOCUMENTS**

Notice to Bidders

Engineers Estimate of Quantities

Proposal

Bidder's Statement of Financial Responsibilities, Technical Ability and Experience

Bidder's Statement of Subcontractors

Bidder's Instructions to Low Bidders

Sample Certification of Insurance

Agreement

Special Provisions

Appendix

#### **ITEMS TO BE SUBMITTED WITH BID AND BIDDER'S BOND**

Proposal

Bidder's Statement of Financial Responsibilities, Technical Ability and Experience

Bidder's Statement of Subcontractors

#### **ITEMS TO BE SUBMITTED BY LOW BIDDER**

Agreement

Power of Attorney for all agents of bonding companies needed to indicate their authority to bind the company. All signatures must be notarized.

\*\*\* Attached form is for informational purposes only. Contractor shall provide the original Certification of Insurance issued by the insurance company.

\*\*\* All signatures must be notarized, except those of City Officials.

### **PART B - SPECIAL PROVISIONS**

<b>Section</b>	<b>Title</b>
1-	Specifications and Plans
2-	Proposal Requirements and Conditions
2-1.01	Examination of Plans, Specifications, Contract, and Site of Work
3-	Award and Execution of Contract
4-	Beginning of Work, Time of Completion, Liquidated Damages and Temporary Suspension of Work
5-	General

**TABLE OF CONTENTS - CONTRACT TURF MOWING/EDGING SERVICES (cont.)**

<b>Section</b>	<b>Title</b>
5-1.01	Wage Determination
5-1.02	Sound Control Requirements
5-1.03	Work to be done by others
5-1.04	Discrepancies
5-1.05	Permits and Licenses
5-1.06	Items Not Listed
5-1.07	Legal Relations and Responsibilities
6-	Blank
7-	Quality Assurance
7-1.01	Qualifications
7-1.02	Requirements
7-1.03	Project Site and Conditions
7-1.04	Sequencing and Scheduling
8-	Materials
8-1.01	General
8-1.02	Substitutions
9-	Description of Work
10-	Mowing Services
10-1	General
10-1.01	Definitions
10-1.02	Work Description
10-1.03	Clean Up
10-1.04	Protection of the Site
10-1.05	Safety
10-1.06	Sound Control Requirement
11-	Control of Work
11-1	General
11-1.01	Schedule of Work
11-1.02	Progress and Standard of Quality of Work
11-1.03	Assignment
11-1.04	Payment for Mowing Services
11-1.05	Extra Work
11-1.06	Progress Payments
11-1.07	Termination
11-1.08	Cancellation
11-1.09	City's Additional Remedy
11-1.10	Complaints

## **APPENDIX "A" - CONTRACT TURF MOWING/EDGING SERVICES**

Site Descriptions

Site Maps

Administrative Memorandum 98-2

Statement of Good Faith Effort for Local Hire

Local Hiring Residency Compliance Documentation

Public Works Payroll Reporting Form

Revised Standard Plan #46

Turf Grass Formulation

I.S.A. Pruning Standards

### **PART A - CONTRACT DOCUMENTS**

#### **NOTICE TO TURF MOWING/EDGING CONTRACT BIDDERS**

Per contract language contained in all landscape maintenance contract documents, City of Salinas requires contractors to pay current prevailing wages for landscape maintenance. Additionally, contractors are required to possess a valid City of Salinas Business License and a valid California Landscape Contractor License (C-27). It is the responsibility of the contractors to keep payroll records which are accessible, upon request by the City, to verify compliance with these requirements.

Current prevailing wage determinations are made by the Director of Industrial Relations, pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1. To obtain current prevailing wages for Landscape Maintenance Laborer, contact (415) 972-8628.

#### **NOTICE TO BIDDERS**

Notice is hereby given that the City Council of the City of Salinas, County of Monterey, State of California, hereby invites sealed Proposals for bids for the following work to be done according to Plans and Specifications on file, adopted therefor, to wit:

### **CONTRACT TURF MOWING/EDGING SERVICES-City of Salinas**

Sealed Proposals for the above-mentioned work will be received at the office of the City Clerk, City Hall, Salinas, California, until 2:00 o'clock p.m., in which the City Clerk's office will determine if bid submittal time had expired by telephoning Pacific Bell Company for the official time, on the eighth day of January, 2013 at which time they will be publicly opened and read aloud at 2:00 o'clock p.m. in a conference room at the Salinas City Hall, 200 Lincoln Avenue, Salinas, California 93901.

No bid will be accepted from a Contractor who has not been licensed in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code. Also, he/she is required to comply with all the requirements of the City of Salinas local hiring preference



Ordinance 2330, Salinas City Code Chapter 12, Article IV, attached hereto, **STATEMENT OF GOOD FAITH REPORT FOR LOCAL HIRE**, and incorporated herein by reference, with respect to person(s) hired directed by the Contractor and to all persons hired by the Contractor's subcontractor(s). **Contractor shall possess a Type C-27 California Contractor's License prior to award of Contract or other license qualifying the Bidder to bid as a prime Contractor, prior to award of Contract as approved by Council.**

The City of Salinas reserves the right to reject any or all Proposals and to waive any informality in Proposals received.

By submitting a bid, it is assumed that the Contractor has inspected the site and the bid submitted reflects that the Contractor is satisfied as to the existing conditions, said conditions being reflected in the bid.

Each bid shall be in accordance with the Plans and Specifications adopted therefor, submitted on the Proposal form furnished and accompanied by a certified or cashier's check or bidder's bond made payable to the City of Salinas, for an amount equal to at least **ten percent (10%)** of that amount of the bid, such guaranty to be forfeited should the bidder to whom the Contract is awarded fail to enter into the Contract within **fifteen (15)** days after notification of the award of Contract to the bidder and shall diligently prosecute the work to completion on or before the expiration of **one hundred twenty (120)** working days) after said notification.

For any money earned by the Contractor and withheld by the City of Salinas to ensure the performance of the contract, the Contractor may, at his 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.

Plans and specifications are now available online. Go to City of Salinas/Bid Opportunities

DESIGN STANDARDS AND STANDARD SPECIFICATIONS, City of Salinas, Department of Public Works, 1985, may be purchased from the Public Works Department by payment of **ten dollars and seventy-three cents (\$10.73)** (tax included) per set.

## ENGINEER'S ESTIMATE OF QUANTITIES

### DESCRIPTION OF TURF AREAS TO BE MOWED

		<u>Approximate Area</u> (Sq.ft.unless noted)
1. Acacia Corners	327 & 328 Acacia Street	4,400
2. Bataan Memorial Park	15E. Market St & Salinas Street	87,120
3. Bread Box Recreation Center	745 Sanborn Road	12,900
4. Carmel Corners	5 Carmel Avenue	4,300
5. Central Park	420 Central Ave	8 acres
6. Cesear Chavez Community Park	250 North Madeira	35,300
7. Cesear Chavez Library	615 Williams Road	64,300
8. Claremont Manor Park	1220 San Fernando Drive	5 acres
9. Clay Street Park	70 Clay Street	21,780
10. City Hall and Police Station	200 Lincoln Avenue	8,500
11. City Yard	426 Work Street	7,500
12. Closter Community Park	401 Towt Street	36,500
13. Constitution Soccer Complex	1440 Constitution Blvd	40 acres
14. Cornell Corner	465 Front Street	10,900
15. Creekbridge Neighborhood Park	1793 Declaration Park	3 acres
16. East Laurel Pocket Park	1110 East Laurel Drive	21,600
17. El Dorado Community Park	1655 El Dorado Drive	18.3 acres
18. El Gabilan Library	1400 North Main Street	2,200
19. Expo Grounds	End of Sun Street	11 acres
13. Firehouse Recreation Center	1330 East Alisal Street	6,000
14. Frank Paul School Park	1310 Rider Street	25,400
15. Gabilan Play Lot	263 Toro Avenue	9,400
16. Gene Robertson Ball field	38 Skyway Boulevard	32,500
11. Harden Ranch Park	1819 Emerald Drive	3 acres
17. Hebbbron Heights Community Center	683 Fremont Street	14,000
18. JayCee Tot Lot	1415 Bardin Way	19,200
11. La Paz Park	560 Roosevelt Street	1.3 acres
11. Laurel Heights Neighborhood Park	751 Circle Drive	3 acres
10. Laurel Neighborhood Park	340 W. Laurel Drive	4 acres
20. Laurelwood Park	915 Victor Street	3 acres
20. Los Padres Park	1210 John Street	3 acres
19. Maple Park	860 Los Palos Drive	19,500
20. McKinnon Park	1700 Mc Kinnon Street	4.5 acres
23. Mission Neighborhood Park	110 W. Romie Lane	2 acres
22. Monte Bella Park	Monte Bella Blvd	21 acres
21. Myrtle Court Park	33 Myrtle Court	22,800
25. Natividad Creek Park	1395 Nogal Drive	5 acres
26. Natividad Neighborhood Park	1450 Lassen Ave	2 acres

22. Natividad Road Island Medians	1200-1500 Natividad Road	21,500
23. North Point Greenbelt	1470 North Main Street	8,700
22. Northgate Park	1600 Seville Street	6 acres
24. Northgate Tot Lot	1611 Cherokee Drive	11,300
25. Recreation Center (Lincoln Ave.)	320 Lincoln Avenue	5,000
26. Rossi-Rico Parkway	701 Victor Street	10 acres
27. Santa Lucia Park	320 Elwood Street	17,000
50. Santa Rita Neighborhood Park	290 Bolivar Street	4.5 acres
28. Sherwood Park	920 North Main Street	71,000
52. Soberanes Neighborhood Park	1140 Paseo Grande & Towt Street	3 acres
53. Soto Square	2140 N. Main Street	43,560
29. Steinbeck Library	350 Lincoln Avenue	15,300
30. Steinbeck Neighborhood Park	1700 Burlington Avenue	10,000
33. Veteran's Memorial Park	855 E. Laurel Dr	2,000
31. Williams Ranch Park	1500 Falcon Drive	37,600
50. Woodside Park	1045 Iverson Street	3 acres

### **EXTRA WORK**

The following list of unit prices shall be used for extra work, which may be required on the proposed project of Contract Mowing/Edging Service in Salinas parks, public grounds, and greenbelt as defined by the Project Specifications.

<b>Description of Item</b>	<b>Quantity</b>
1. Mowing of Turf	Per Acre
2. Edging/Clean-up of Turf	Per 1000 linear feet
3. Flail mowing of weeds on (flat and uneven surfaces)	Per acre
4. Weedeater removal of tall grasses or weeds (flat and uneven surfaces)	Per acre
5. Scalping of Kikuya turf to reduce matting and removal of grass from site.	Per acre
6. Aeration of turf	Per acre

### **ADDITIONAL AREAS TO BE ADDED DURING CONTRACT PERIOD**

Additional sites may be added to mowing contract areas of responsibility. Addition of these areas would conform to these established mowing specifications.

<b><u>Description of items</u></b>	<b><u>Quantity per month</u></b>
For the addition of turf areas-Mowing (parks, median islands, parkway areas, greenbelt)	Per acre

For the addition of turf areas-Edging/Clean-up  
(parks, median islands, parkways and greenbelt) Per 1000 linear feet

For the addition of native areas-Flail mowing  
(slopes, open fields, mixed terrain) Per acre

For the addition of landscape areas-Weedeating  
(weed eating to detail edges, and remove weeds  
from small open spaces, fence lines, other small  
areas within parks, greenbelt, public  
facility landscaping. Per acre

Core Aeration of turf Per acre

**The contractor shall submit a list of the name and address of each subcontractor and the portion of the work, which each subcontractor will do. The list shall be submitted by the bidder together with the proposal. Use the form supplied in the contract documents. If no such list is submitted, it will be assumed that the contractor will do all the work herein specified.**

It is expressly understood and agreed that this bid shall have the following documents completed, all of which are incorporated into and made a part hereof;

- 1. Completely executed Proposal, signed and dated**
- 2. Bidder's Statement of Subcontractors**
- 3. Bidder's Bond**
- 4. Signed Addendum, if any**
- 5. Bidder's Statement of Financial Responsibility, Technical Ability and Experience**

The Contractor shall submit a list of the name and address of each Subcontractor and the portion of the work which each Subcontractor will do. Contractor shall comply with all requirements of the Salinas local hiring preference Ordinance 2330, Salinas City Code Chapter 12, Article IV, with respect to person(s) hired by the Contractor and to all persons hired by the Contractor's subcontractor(s).

The list shall be submitted by the bidder together with the Proposal. Use the form supplied in the Contract documents. If no such list is submitted, it will be assumed that the Contractor will do all the work herein specified.

It is expressly understood and agreed that this bid shall have the following documents completed, all of which are incorporated into and made a part hereof:

1. Completely executed Proposal, signed and dated

2. Bidder's Statement of Subcontractors
3. Bidder's Bond
4. Signed Addendum, if any
5. Bidder's Statement of Financial Responsibility, Technical Ability and Experience
6. Copy of Contractors license appropriate to the Scope of Work
7. Bidder's Statement of Good Faith Effort for Local Hire

In lieu of conflicting portions of Section 2-1.05 Proposal Forms of the Standard Specifications, the following shall apply:

**Only bids composed of the above listed items will be considered for award. Any and all Addenda to the Specifications will be issued by fax and/or certified mail ONLY to bidders who are registered with and have received a set of Specifications from the Salinas Recreation Parks Department. The City will not be responsible for issuance of said Addenda to non-registered Specification holders.**

The successful bidder and all subcontractors must have a valid City of Salinas Business License before the commencement of work.

All wage scales shall be in accordance with applicable determinations made by the Director of the Department of Industrial Relations of the State of California, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with Section 1771. In accordance with Section 1773.2 of the said Labor Code, copies of the aforesaid determinations of the Director of the Department of Industrial Relations are on file at the City Public Works Department. It shall be mandatory for any contractor to whom a contract is awarded to pay not less than the applicable prevailing wage rate to all workers employed for the execution of the contract.

By order of the Council of the City of Salinas, Monterey County.

Patricia Barajas, City Clerk  
City of Salinas, California

Dated: November 13, 2012

**PROPOSAL**  
**FOR**  
**CONTRACT MOWING/EDGING SERVICES**  
**City of Salinas**

**SALINAS, CALIFORNIA**  
(This form must be completed and submitted with this bid)

FROM: Smith and Enright Landscaping Inc

NAME OF BIDDER: Smith and Enright Landscaping Inc

BUSINESS ADDRESS: 540 Work St Suite C PHONE: (831) 758-6766  
(Street Address)

<u>Salinas</u>	<u>CA</u>	<u>93901</u>
(City)	(State)	(Zip Code)

RESIDENCE ADDRESS: 660 San Mateo PHONE: (831) 484-2114

<u>Salinas</u>	<u>CA</u>	<u>93901</u>
(City)	(State)	(Zip Code)

Honorable Mayor of City Council  
City of Salinas  
Salinas, California

Gentlemen:

Pursuant to the foregoing Notice to Bidders, the undersigned hereby proposes and binds himself on award by the City Council under this Proposal to execute in accordance with such award, a contract with necessary bonds of which this proposal, the Notice to Bidders and the Plans and the Specifications adopted November 13, 2012 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 hereunder set forth and at the prices named in this Proposal as follows:

All of the proposed items below shall include all labor, materials, tools, equipment, and incidental costs for each item complete, or complete-in-place, per plans and specifications. *In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail.*

ITEM #1	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT PRICE	TOTAL
	Level "A" Mowing/Edging/Clean-up(blowing) Services per these specifications for a period of	72_____mos.	\$ \$11,975 per month	\$ \$ 143,700.00 per year

## ITEM #2

### EXTRA WORK

#### EXTRA WORK

The following list of unit prices shall be used for extra work, which may be required on the proposed project of Contract Mowing Service in Salinas's parks, public grounds, and greenbelt as defined by the Project Specifications.

Description of Item	Quantity
1. Turf Mowing	Per acre \$50.00
2. Flail mowing of weeds on (flat and uneven surfaces)	Per acre \$600.00
3. Weedeater removal of tall grasses or weeds (flat and uneven surfaces)	Per acre \$1,000.00
4. Scalping of Kikuya turf to reduce matting and removal of grass from site.	Per acre \$2,500.00
7. Aeration of turf	Per acre \$1,800.00

#### ADDITIONAL AREAS TO BE ADDED DURING CONTRACT PERIOD

Additional sites may be added to mowing contract areas of responsibility. Addition of these areas would conform to these established mowing specifications.

<u>Description of items</u>	<u>Quantity per month</u>
For the addition of turf areas-Mowing (parks, median islands, parkway areas, greenbelt)	Per acre \$220.00
For the addition of turf areas-Edging/Clean-up	Per 1000 lineal ft \$220.00

(parks, median islands, parkways and greenbelt) Per 1000 linear feet \$220.00

For the addition of native areas-Flail mowing  
(slopes, open fields, mixed terrain) Per acre \$2,600.00

For the addition of landscape areas-Weed eating  
(weed eating to detail edges, and remove weeds  
from small open spaces, fence lines, other small  
areas within parks, greenbelt, public  
facility landscaping. Per acre \$2,500.00

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The City reserves the right to award the project to the lowest responsible bidder with the lowest possible bid in any combination it chooses. The basis of award will be the lowest total of the base bid(s) and any combination of the additive bid(s). The City further reserves the right to award or reject any base bid(s) or additive bid(s) item(s), in any combination it chooses.

Except as may otherwise be provided herein, all work to be done under this Contract shall conform to the applicable requirements of the DESIGN STANDARDS AND STANDARD SPECIFICATIONS, City of Salinas, Department of Public Works, 1985, herein referred to as the Standard Specifications.

**The undersigned understands that he/she is required to comply with the requirements of Ordinance 2330, Salinas Municipal Code Chapter 12, Article IV, which establishes the City of Salinas Local Hiring requirements and Bid Protest procedures on all Public Works contracts. These administrative guidelines (per attached hereto PART D "Administrative Memorandum" of these specifications) have been developed to provide uniform application and enforcement of the ordinance.**

The undersigned understands that the quantities given are approximate only, being given as a basis for the comparison of bids, and the City of Salinas does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the City Engineer without claim for damage or loss of anticipated profit and that payment will be made only on the basis of the actual quantities of work performed.

In accordance with the Specifications, the undersigned agrees to so plan the work and to prosecute it with such diligence that said work shall be commenced on and shall continue for a



sixty (60) month period to terminate on July 1, 2018. The City further reserves the right to extend the contract beyond the sixty-month period. Said work to commence after execution of the contract on behalf of the City Council and the receipt of a notice from the City Council to proceed with the work, as well. The undersigned further agrees that all work to be done under this contract shall be done in accordance with the provisions of that certain form of Agreement attached hereto and hereby made a part of these specifications.

The undersigned agrees, if awarded the contract, that there shall be paid by the undersigned and by all subcontractors under him, to all laborers, workmen and mechanics employed in the execution of such contract or any subcontract thereunder, not less than the general prevailing rate of per diem wages, and rates for overtime and legal holidays in the locality in which the work is to be performed, as ascertained and determined, pursuant to the state statute thereto applicable, by the City Council, the schedule thereof being set forth in the advertisement for bids and in the specifications for said work.

Enclosed herein is a (bidder's bond, certified check, or cashier check) for not less than ten percent (10%) of the total amount of the proposal and the undersigned agrees that, in case of his default in executing the contract and the necessary bonds after award and due notice thereof, the said check or bond and the money payment thereon shall become and remain the property of the City of Salinas as liquidated damages.

All questions about the meaning or intent of the Contract documents shall be submitted to the Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding documents. *Questions received less than ten (10) days prior to the date of the opening bids will not be answered.* Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**Any and all Addenda to the Plans and/or Specifications shall be signed and attached hereto this proposal.**

For any money earned by the Undersigned and withheld by the City of Salinas, to insure the performance of the contract, the Undersigned may, at his 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.

Licensed in accordance with any act providing for the registration of contractors, License No. 75770. Expiration Date: 01/31/2015. (If bidder is a joint venture, each member must specify license number, expiration date, and statement regarding representations made.)

The representations made herein are made under penalty of perjury. (If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individuals; co-partners composing the firm. If a corporation, state legal names of corporation, also names of President, Secretary, Treasurer, and Manager thereof.)

Smith and Enright Landscaping Inc

540 Work St Suite C

Salinas, CA 93901

Business Address

Signature of Bidder

Dated: Jan 8<sup>th</sup>, 2013.

**BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY,  
TECHNICAL ABILITY AND EXPERIENCE**

*(This form must be completed and submitted with this bid)*

The Bidder is required to state all work of a similar character to that included in the proposed contract he has performed **within the past 5 years**.

The undersigned submits herewith a statement of his financial responsibility.

The undersigned submits below a statement of the work of a similar character to that included in the proposed contract which he has performed **within the past 5 years**. (Include the type of work, names and phone numbers of references, and the amount of contract.)

Type	Names and Phone Number of References		Amt of Contract
------	--------------------------------------	--	-----------------

Streetscapes City Parks Greenbelts	City of Salinas	John Sorenson (831) 970-7625	\$182,052.00
Streetscapes City Parks Greenbelts	City of Greenfield	Mike Snowdin (831) 674-2635	\$176,340.00
Streetscapes City Parks Greenbelts	City of Morgan Hill	Anne Beale (408) 776-7333	\$166,768.00

SIGNED \_\_\_\_\_

[Attach Notary Acknowledgment If Signature Is Not The Same As The Proposal Signature(s)]  
**BIDDER'S STATEMENT OF SUBCONTRACTORS**

*(This form must be completed and submitted with this bid)*

The Bidder is required to state the name and address of each subcontractor and the portion of the work which each subcontractor will do.

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

If no list is submitted, it will be assumed that the contractor will do all the work as specified.

**No subcontractors, other than those listed hereon, will be allowed to perform work under this Contract. Substitutes of subcontractors will be only with the approval of the Engineer.**

The contractor and all subcontractors shall have valid contractor's licenses for the classification of work performed, prior to award of contract.

**SUBCONTRACTOR:**

ADDRESS:

Portion of Work:

**SUBCONTRACTOR:**

ADDRESS:

Portion of Work:

**SUBCONTRACTOR:**

**ADDRESS:**

**Portion of Work:**

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**SUBCONTRACTOR:**

ADDRESS:

Portion of Work:

**SUBCONTRACTOR:**

ADDRESS:

Portion of Work:

SIGNED: \_\_\_\_\_

DATED: \_\_\_\_\_

[Attach Notary Acknowledgment If Signature Is Not The Same As The Proposal Signature(s)]

**GENERAL INSTRUCTIONS TO LOW BIDDER**

*(To be submitted after project award)*

**BIDDER'S SIGNATURE**

- (a) The Bidder shall sign two documents included in the Bid Documents:
- Bid  
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, 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 a 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 or President, or Vice President	<u>AND</u>	Secretary,	or
		Assistant Secretary,	or
		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.

- (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.

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.

- (h) All general partners must sign the documents, unless proof is submitted which authorizes an individual partner to bind the other general partners.
- (i) 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.
- (j) 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 bidder's security (including bidder's bond, faithful performance bond, labor and materials bond, and by other required bond) shall be in one of the following forms:

1. Cash
2. Cashier's check made payable to the City
3. A certified check made payable to the City
4. 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.**

CITY OF SALINAS  
426 Work St  
Salinas, CA 93901

#### **SAMPLE - CERTIFICATE OF INSURANCE**

*(This form is for informational purposes only. Contractor shall provide the original Certificate of Insurance issued by the insurance company.)*

This certifies to CITY OF SALINAS, Attention: CITY CLERK  
that the following described policies have been issued to:

1. Insured:

Address:

2. Location of operations insured:

3. Description of work (show project name and/or number, if any):

POLICIES & INSURERS FORM	LIMITS		POLICY NUMBER	EFFECTIVE DATE
	Bodily Injury	Property Damage		

4. Workers'  
Compensation

(Insurer)

Employer's Liability: Statutory

5. Comprehensive  
General

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
Each Person Each Occurrence

\_\_\_\_\_ Claims  
occurrence  
or

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
(Insurer) Each Occurrence Aggregate

\_\_\_\_\_ Claims  
made \* basis

\$ \_\_\_\_\_ Combined Single Limit

#### CERTIFICATE OF INSURANCE - CONT.

6. Comprehensive  
Vehicle

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
Each Person Each Occurrence

\_\_\_\_\_ Claims  
occurrence  
or

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ Claims



(Insurer)

Each Occurrence

made \* basis

\$\_\_\_\_\_ Combined Single Limit

7. Contractor shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of the Contractor, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.
8. Contractor shall maintain the following minimum limits:  

General Liability	
Combined Single Limit Per Occurrence	\$1,000,000.00
General Aggregate	\$1,500,000.00
Automobile Liability	
Combined Single Limit Per Occurrence	\$1,000,000.00
9. All insurance companies affording coverage to the Contractor shall be required to add the City of Salinas as "insured" under the insurance policy.
10. All insurance companies affording coverage to the Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact the business of said insurance in the State of California.
11. All insurance companies affording coverage shall provide thirty (30) day written notice by certified or registered mail to the Risk Manager, City of Salinas, should the policy be canceled or reduced in coverage before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.
12. Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the Risk Manager, concurrently with the submittal of this Agreement.

CERTIFICATE OF INSURANCE - CONT.

13. The insurance companies affording coverage shall be required to add the City of Salinas, its officers, employees, agents and volunteers as additional "insured" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insured for the aforementioned service operations and that no other insurance will be called upon to contribute to loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to the City, its officers, or agent. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" does not satisfy the requirements of subsection (11) herein. The Contractor shall ensure that the above quoted language is stricken from the certificate by the authorized representative of the insurance company. The insurance certificate shall also state the unpaid limits of the policy.
14. Contractor shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Contractor to provide such a substitution and extend the policy expiration date shall be considered a default by Contractor and may subject the Contractor to a Stop Work Notice until the Contractor has cured the default.
15. Maintenance of insurance by the Contractor as specified in the Agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.
16. All policies in effect above and endorsements below will not be canceled, limited, or allowed to expire without renewal until after 30 days' written notice has been given to the **RISK MANAGER OF THE CITY OF SALINAS.**

The following coverages or conditions are to be in effect:

- A. **Products and Completed Operations**
  - B. **(City of Salinas) named as Additional Insured**
  - C. **Cross Liability Clause**
  - D. **Broad Form Property Damage**
  - E. **X, C, U Hazards Included**
  - F. **Personal Injury**
17. Authorized signature may be the agents if agent has placed insurance through an agency with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.

**NOTE: This form is for informational purposes only.**

## **AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CITY OF SALINAS, a municipal corporation of the State of California, hereinafter called "City," and Smith and Enright Landscaping, Inc. of Salinas, CA hereinafter called "Contractor,"

## **WITNESSETH**

**FIRST:** Contractor hereby covenants and agrees to furnish and provide all labor, materials, tools, appliances, equipment, plant and transportation, and all other things required or necessary to be furnished, provide or done, and build, erect, construct and complete the work at the time and in the manner provided, and in strict accordance with the plans and specifications therefor, for

### **CONTRACT MOWING SERVICES City of Salinas FISCAL YEAR 2012-2013**

Adopted by the Council of the City of Salinas on February 5, 2013, and identified by the signature of Contractor and the signature of the Mayor of the City of Salinas.

**SECOND:** It is expressly understood and agreed that this contract consists of the following documents, all of which are incorporated into this agreement and made a part hereof as fully and completely as if set forth herein verbatim, to wit:

- a. **Notice Inviting Sealed Proposals;**
- b. **Instructions to Bidders and General Conditions;**
- c. **Signed and executed Bid and Proposal of Contractor, as accepted by City;**
- d. **The aforesaid Plans and Specifications;**
- e. **And this Agreement.**

This agreement shall control any circumstances between this agreement and other documents.

**THIRD:** That said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work embraced and contemplated in this Agreement and as set forth in the Proposal adopted by the City of Salinas, a true copy thereof hereto attached; also, for all loss or damage arising out of the nature of said work or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until the acceptance thereof by the City of Salinas and for all risk connected with the work, and for well and faithfully

completing the work, and the whole thereof, in the manner and according to the said Plans and Specifications and the provisions of this Agreement, and the requirements of the Engineer under them, to wit: The prices as set forth in the Proposal of said Contractor for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein.

The Contractor and City hereby agree that the Contractor shall perform the work, and be paid the amount of bid items No. 1 - 7, as specified in the proposal of the Contractor, for a total price of ~~Eleven thousand~~ <sup>Nine Hundred</sup> ~~Seventy five~~ (\$11,975 <sup>00</sup>/mo) dollars. Base Bid Items #2, Extra Work, and #3, Additional Areas, may be added to the Agreement upon written notice from the City to the Contractor at any time during the term of the Agreement.

The undersigned Contractor further agrees to so plan the work and to prosecute it with such diligence that said work, and all of it, shall be completed on or before the expiration of the time specified in the Proposal after execution of the contract on behalf of the City of Salinas and the receipt from the City of Salinas of a notice to proceed with the work.

**FOURTH:** The City of Salinas hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, and in the manner and upon the conditions set forth in the specifications and the said parties, for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

**FIFTH:** No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause the annulment of this contract, so far as the City of Salinas is concerned. All rights of action, however, for any breach of this contract are reserved to City.

**SIXTH:** The Contractor shall indemnify and hold harmless the City of Salinas, its officers and employees and agents, from all loss, damage, cost or expense that arises or is set up for infringement of patent rights of anyone for use by the City of Salinas, its officers, employees or agents, or articles supplied by the Contractor under this contract of which he is not entitled to use or sell. Contractor agrees to, at his own cost and expense, defend in court the City, its officers, agents and employees, in any action which may be commenced or maintained against them or any of them, on account of any claimed infringement of patent rights, arising out of this agreement.

Contractor shall indemnify and save the City of Salinas and its officers, agents, and employees harmless against all claims for damages to person or property arising out of Contractor's execution of the work, or otherwise by the conduct of the Contractor or its employees, agents, subcontractors, or others (including the active and passive negligence of the City, its officers, agents, and employees) in connection with the execution of the work covered by this contract and any and all costs, expense, attorney's fees and liability incurred by the City, its officers, agents, and employees defending against such claims, whether the same proceed to judgment or not, except only those claims arising from the sole negligence or willful conduct of the City, its

officers, agents, or employees. Further, Contractor at its own expense, shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees.

Contractor shall reimburse the City of Salinas for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professional and court costs) incurred by the City in enforcing the provisions of this Section.

**SEVENTH:** The Contractor agrees to immediately repair and replace all defective material and workmanship discovered within one year after acceptance of final payment by contractor and to indemnify said City of Salinas against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Provided, however, that such failure of the Contractor to perform should not, by reasonable diligence, be discoverable or discovered within said one year, then the obligation of the Contractor to repair and replace said defective material or workmanship shall continue until one year after the actual discovery thereof.

**EIGHTH:** The Contractor agrees at all times during the progress of the work to carry with insurance carriers approved by the City of Salinas full co-coverage workers' compensation and public liability insurance in the form and to the extent called for in Section 7-1.12 of both the Standard Specifications, State of California, July 1984, and the Design Standards and Standard Specifications, Department of Public Works, City of Salinas, 1985 Edition. Certificates of Insurance must specify whether coverage is on a "claims occurrence" or "claims made" form. If the policy is "claims made," Contractor will be required to obtain a bond which must remain in effect until 12 months following work completions. Contractor shall also advise the insurance carrier to inform the City of the unpaid limits of the policy. Such insurance policy shall contain an endorsement that the same shall not be canceled nor the amount of coverage be reduced until at least ten days after receipt by the City of Salinas by certified or registered mail of a written notice of such cancellation or reduction in coverage.

**NINTH:** Contractor agrees to comply with all applicable federal, state and municipal laws and regulations, including but not limited to California Labor Code Division 2, Part 7, Chapter 1.

IN WITNESS WHEREOF, City has caused this instrument to be executed and its corporate name and seal to be hereunto attached by its Mayor, pursuant to resolution theretofore duly adopted by the Council of the City of Salinas, and Contractor has caused this instrument to be executed, the day and year first hereinabove written.

CITY OF SALINAS, a municipal corporation

BY

  
Its Mayor

ATTEST:

  
City Clerk

  
Contractor

(Attach Notary Acknowledgment)

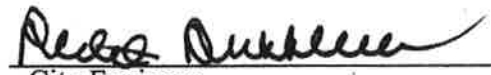
NOTE: Please refer to "General Instructions to Low Bidder" for specific signature requirements.

I hereby approved the form of the foregoing contract this 5<sup>th</sup> day  
of FEBRUARY, 2013.

  
Attorney for the City of Salinas

Checked by the City Engineer on

2/14/2013

  
City Engineer

**ALL SIGNATURES MUST BE NOTARIZED  
EXCEPT THOSE OF THE CITY OFFICIALS**

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On 2-5-13, before me, E. Shannon Towber, a Notary Public in and for said State,  
personally appeared Richard A. Enright

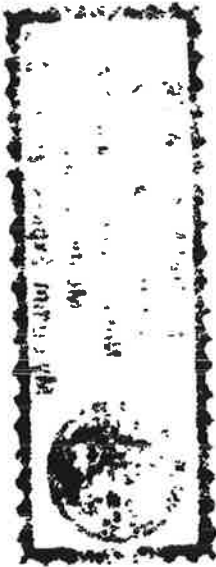
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ <sup>are</sup> subscribed to the within instrument and acknowledged to me that ~~he~~ <sup>he/she/they</sup> executed the same in ~~his~~ <sup>his/her/their</sup> authorized capacity(ies), and that by ~~his~~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

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

WITNESS my hand and official seal.



Notary Public in and for said County and State







# SMITH & ENRIGHT LANDSCAPING, INC.

License No. 757700

540 Work St. Suite C • Salinas, CA 93901

TEL (831) 758-6766 • FAX (831) 758-5589

**Residential • Commercial • Condominiums**

e-mail: [smithenright@redshift.com](mailto:smithenright@redshift.com)

[smithenright.com](http://smithenright.com)

## CITY OF SALINAS

### TURF MOWING/EDGING SERVICES

### PROPOSAL

January 9, 2013

**PROPOSAL**  
**FOR**  
**CONTRACT MOWING/EDGING SERVICES**  
**City of Salinas**

**SALINAS, CALIFORNIA**  
(This form must be completed and submitted with this bid)

FROM: Smith and Enright Landscaping Inc

NAME OF BIDDER: Smith and Enright Landscaping Inc

BUSINESS ADDRESS: 540 Work St Suite C PHONE: (831) 758-6766  
(Street Address)

<u>Salinas</u>	<u>CA</u>	<u>93901</u>
(City)	(State)	(Zip Code)

RESIDENCE ADDRESS: 660 San Mateo PHONE: (831) 484-2114

<u>Salinas</u>	<u>CA</u>	<u>93901</u>
(City)	(State)	(Zip Code)

Honorable Mayor of City Council  
City of Salinas  
Salinas, California

Gentlemen:

Pursuant to the foregoing Notice to Bidders, the undersigned hereby proposes and binds himself on award by the City Council under this Proposal to execute in accordance with such award, a contract with necessary bonds of which this proposal, the Notice to Bidders and the Plans and the Specifications adopted \_\_\_\_\_ 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 hereunder set forth and at the prices named in this Proposal as follows:

All of the proposed items below shall include all labor, materials, tools, equipment, and incidental costs for each item complete, or complete-in-place, per plans and specifications. *In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail.*

ITEM #1	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT PRICE	TOTAL
	Level "A" Mowing/Edging/Clean-up(blowing) Services per these specifications for a period of	72 _____ mos.	\$ \$11,975 per month	\$ \$ 143,700.00 per year

## ITEM #2

### EXTRA WORK

#### EXTRA WORK

The following list of unit prices shall be used for extra work, which may be required on the proposed project of Contract Mowing Service in Salinas's parks, public grounds, and greenbelt as defined by the Project Specifications.

Description of Item	Quantity
1. Turf Mowing	Per acre \$50.00
2. Flail mowing of weeds on (flat and uneven surfaces)	Per acre \$600.00
3. Weedeater removal of tall grasses or weeds (flat and uneven surfaces)	Per acre \$1,000.00
4. Scalping of Kikuya turf to reduce matting and removal of grass from site.	Per acre \$2,500.00
7. Aeration of turf	Per acre \$1,800.00

### ADDITIONAL AREAS TO BE ADDED DURING CONTRACT PERIOD

Additional sites may be added to mowing contract areas of responsibility. Addition of these areas would conform to these established mowing specifications.

<u>Description of items</u>	<u>Quantity per month</u>
For the addition of turf areas-Mowing (parks, median islands, parkway areas, greenbelt)	Per acre \$220.00
For the addition of turf areas-Edging/Clean-up	Per 1000 lineal ft \$220.00

(parks, median islands, parkways and greenbelt)	Per 1000 linear feet	\$220.00
For the addition of native areas-Flail mowing (slopes, open fields, mixed terrain)	Per acre	\$2,600.00
For the addition of landscape areas-Weed eating (weed eating to detail edges, and remove weeds from small open spaces, fence lines, other small areas within parks, greenbelt, public facility landscaping.	Per acre	\$2,500.00

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The City reserves the right to award the project to the lowest responsible bidder with the lowest possible bid in any combination it chooses. The basis of award will be the lowest total of the base bid(s) and any combination of the additive bid(s). The City further reserves the right to award or reject any base bid(s) or additive bid(s) item(s), in any combination it chooses.

Except as may otherwise be provided herein, all work to be done under this Contract shall conform to the applicable requirements of the DESIGN STANDARDS AND STANDARD SPECIFICATIONS, City of Salinas, Department of Public Works, 1985, herein referred to as the Standard Specifications.

**The undersigned understands that he/she is required to comply with the requirements of Ordinance 2330, Salinas Municipal Code Chapter 12, Article IV, which establishes the City of Salinas Local Hiring requirements and Bid Protest procedures on all Public Works contracts. These administrative guidelines (per attached hereto PART D "Administrative Memorandum" of these specifications) have been developed to provide uniform application and enforcement of the ordinance.**

The undersigned understands that the quantities given are approximate only, being given as a basis for the comparison of bids, and the City of Salinas does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the City Engineer without claim for damage or loss of anticipated profit and that payment will be made only on the basis of the actual quantities of work performed.

In accordance with the Specifications, the undersigned agrees to so plan the work and to prosecute it with such diligence that said work shall be commenced on and shall continue for a

sixty (60) month period to terminate on July 1, 2018. The City further reserves the right to extend the contract beyond the sixty-month period. Said work to commence after execution of the contract on behalf of the City Council and the receipt of a notice from the City Council to proceed with the work, as well. The undersigned further agrees that all work to be done under this contract shall be done in accordance with the provisions of that certain form of Agreement attached hereto and hereby made a part of these specifications.

The undersigned agrees, if awarded the contract, that there shall be paid by the undersigned and by all subcontractors under him, to all laborers, workmen and mechanics employed in the execution of such contract or any subcontract thereunder, not less than the general prevailing rate of per diem wages, and rates for overtime and legal holidays in the locality in which the work is to be performed, as ascertained and determined, pursuant to the state statute thereto applicable, by the City Council, the schedule thereof being set forth in the advertisement for bids and in the specifications for said work.

Enclosed herein is a (bidder's bond, certified check, or cashier check) for not less than ten percent (10%) of the total amount of the proposal and the undersigned agrees that, in case of his default in executing the contract and the necessary bonds after award and due notice thereof, the said check or bond and the money payment thereon shall become and remain the property of the City of Salinas as liquidated damages.

All questions about the meaning or intent of the Contract documents shall be submitted to the Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding documents. *Questions received less than ten (10) days prior to the date of the opening bids will not be answered.* Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**Any and all Addenda to the Plans and/or Specifications shall be signed and attached hereto this proposal.**

For any money earned by the Undersigned and withheld by the City of Salinas, to insure the performance of the contract, the Undersigned may, at his 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.

Licensed in accordance with any act providing for the registration of contractors, License No. 757700. Expiration Date 01/31/2015. (If bidder is a joint venture, each member must specify license number, expiration date, and statement regarding representations made.)

The representations made herein are made under penalty of perjury. (If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individuals; co-partners composing the firm. If a corporation, state legal names of corporation, also names of President, Secretary, Treasurer, and Manager thereof.)

Smith and Enright Landscaping Inc

540 Work St Suite C

Salinas, CA 93901

Business Address

Signature of Bidder

Dated: Jan 8th, 2013.

**BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY,  
TECHNICAL ABILITY AND EXPERIENCE**

*(This form must be completed and submitted with this bid)*

The Bidder is required to state all work of a similar character to that included in the proposed contract he has performed **within the past 5 years**.

The undersigned submits herewith a statement of his financial responsibility.

The undersigned submits below a statement of the work of a similar character to that included in the proposed contract which he has performed **within the past 5 years**. (Include the type of work, names and phone numbers of references, and the amount of contract.)

Type	Names and Phone Number of References			Amt of Contract
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Streetscapes City Parks Greenbelts	City of Salinas	John Sorenson	(831) 970-7625	\$182,052.00
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Streetscapes City Parks Greenbelts	City of Greenfield	Mike Snowdin	(831) 674-2635	\$176,340.00
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Streetscapes City Parks Greenbelts	City of Morgan Hill	Anne Beale	(408) 776-7333	\$166,768.00
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STATE OF CALIFORNIA )

COUNTY OF MONTEREY )

On 1/8/13, before me, E. Shannon Towber, a Notary Public in and for said State,  
personally appeared James Fromela and Smith

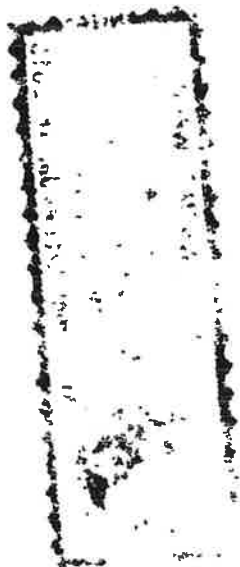
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~(is/are)~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument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

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

WITNESS my hand and official seal.



Notary Public in and for said County and State





SIGNED \_\_\_\_\_

[Attach Notary Acknowledgment If Signature Is Not The Same As The Proposal Signature(s)]

**BIDDER'S STATEMENT OF SUBCONTRACTORS**

*(This form must be completed and submitted with this bid)*

The Bidder is required to state the name and address of each subcontractor and the portion of the work which each subcontractor will do.

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

If no list is submitted, it will be assumed that the contractor will do all the work as specified.

**No subcontractors, other than those listed hereon, will be allowed to perform work under this Contract. Substitutes of subcontractors will be only with the approval of the Engineer.**

The contractor and all subcontractors shall have valid contractor's licenses for the classification of work performed, prior to award of contract.

**SUBCONTRACTOR:**

ADDRESS:

Portion of Work:

**SUBCONTRACTOR:**

ADDRESS:

Portion of Work:

**N/A**

**CITY OF SALINAS**  
**DEVELOPMENT AND ENGINEERING SERVICES DIVISION**  
**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.

**Project Title:** Turf Mowing/Edging Services **Proj. #** \_\_\_\_\_ **For the Pay Period Ending** \_\_\_\_\_

**Contractor** (☐ or **Subcontractor**): Smith and Enright Landscaping **Lic. #** 757700

**Address:** 540 Work St Suite C **City:** Salinas **State:** CA **Zip:** 93901

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

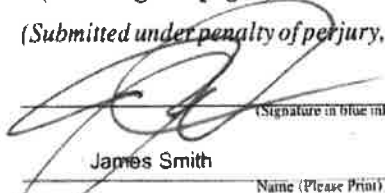
<b>Employee Name:</b>	<b>Classification/Trade:</b>	<b>** Resident of Monterey Bay Area.</b>	
1. All employees are residents	Journeyman, __ Apprentice, __ Other, __ Trade: _____	Yes	No
2.	Journeyman, __ Apprentice, __ Other, __ Trade: _____	Yes	No
3.	Journeyman, __ Apprentice, __ Other, __ Trade: _____	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
8.	Journeyman, __ Apprentice, __ Other, __ Trade: _____	Yes	No
9.	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.

2. Calculate total weekly project local hiring percentage based on all labor work hours reported on prevailing wage statement: \_\_\_\_\_ %

3. 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 in blue ink)  
 James Smith  
 Name (Please Print)

1-8-13  
 Date  
 President  
 Title or Position (Please Print)

This Form May Be Copied as Needed

Revision Date 7/27/98

Page \_\_\_\_\_ of \_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On 1/8/13, before me, E. Shannon Towber, a Notary Public in and for said State,  
personally appeared James Frankland Smith

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

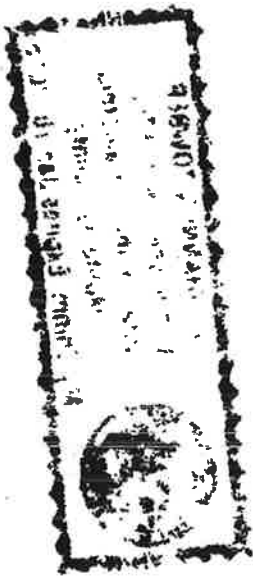
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

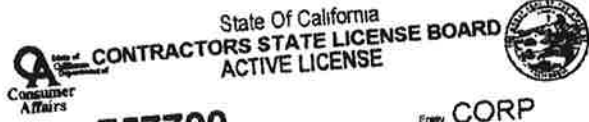
WITNESS my hand and official seal.

*E. Shannon Towber*



Notary Public in and for said County and State





License Number

**757700**

Entity **CORP**

Business Name

**SMITH AND ENRIGHT LANDSCAPE  
INC**

Classification: **C27**

Expiration Date **01/31/2015**

[www.cslb.ca.gov](http://www.cslb.ca.gov)





## **EXHIBIT B**

### **LABOR HOURLY RATE AND EQUIPMENT SCHEDULE**

#### **Landscape Maintenance Laborer**

(routine landscape maintenance including irrigation repairs)

- Irrigation Technician Hourly Rates - \$55
- Landscape Installation Hourly Rate - \$45
- Supervisor Hourly Rate - \$75
- Tractor Rental /Daily        \$700

#### **Landscape Installation – Laborer Group 3**

(new landscape and irrigation installation)

- Irrigation Technician Hourly Rates - \$110
- Landscape Installation Hourly Rates - \$110
- Supervisor Hourly Rates - \$75
- Tractor Rental/Daily - \$700

#### **Admin Rate - \$100/weekly**

## **EXHIBIT C**

### **DEPARTMENT OF INDUSTRIAL RELATIONS' STATE LABOR CODE**

#### **Labor Law Requirements**

(CCR Title 8, § 16421)

This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). All wage scales shall be in accordance with applicable determinations made by the Director of the DIR, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with §1771. In accordance with §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>.

The Federal and State Labor Law requirements applicable to the Agreement are composed of but not limited to the following items:

1. **Payment of Prevailing Wage Rates:** All contractors, including subcontractors, shall pay no less than the prevailing rate of wages, including the rates for holidays and overtime work, to all workers employed in the execution of the contract, pursuant to Labor Code §1720 et seq. The prevailing rates are those issued as wage determinations by the Director of DIR for each craft, classification and type of work. The current wage rate information can be found at the DIR website at: <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
2. **Apprentices:** Contractor and subcontractors shall employ registered apprentices on this public works Agreement pursuant to Labor Code § 1777.5. All contractors on this project (prime and subs) are required to submit contract award information (DAS140 form) to all applicable apprenticeship committees no later than 10 days before commencing work. Additionally, all contractors are required to request registered apprentices (DAS 142 form).
3. **Certified Payroll Records:** All contractors, including subcontractors, must maintain and file weekly-certified payroll records ("CPRs") pursuant to Labor Code § 1776. Additionally, all contractors and subcontractors must furnish **certified payroll records into the DIR's Electronic Certified Payroll Reporting ("eCPRs") database** (<https://efiling.dir.ca.gov/eCPR/pages/eCPROnlineForm.jsp>).
4. **Subcontracting:** Contractors are required to list all subcontractors hired to perform work on this public works contract when that work is equivalent to more than one-half of one percent of the value of the contract, pursuant to Public Contracts Code § 4104.
5. **Proper Licensing/Registration:** All contractors and subcontractors are required to be properly licensed, in accordance with the Provisions of Chapter 9 of Division 3 of the Business and Professions Code and subject to the requirements of §4104 of the Public Contract Code. In addition, all contractors including subcontractors must submit proof of current registration to perform public work, pursuant to Labor Code §1771.1.
6. **Posters:** Contractors are required to post all required state posters on the jobsite in an area accessible to all workers, including subcontractors. Posters must be readable and



placed in visible areas allowing workers to access the posters before, during, and after work shifts. Jobsites with multiple locations must include a portable poster board to ensure continued access to the information. Posters placed in foreman, supervisor, or employee vehicles, in an offsite job trailer, or inside a temporary restroom do not meet the posting requirement. Posters may be printed from the DIR website at: <http://www.dir.ca.gov/wpnodeb.html>.

7. **Nondiscrimination in Employment – Equal Employment Opportunity (“EEO”):** Employment discrimination is prohibited, pursuant to Labor Code §1777.6, the Government Code, and Title VII of the Civil Rights Act of 1964.
8. **Kickbacks Prohibited:** Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting “kickbacks” from employee wages, pursuant to Labor Code §1778.
9. **Acceptance of Fees Prohibited:** Contractors and subcontractors are prohibited from accepting fees for registering any person for public work or for filling work orders on public works contracts, pursuant to Labor Codes §1779 and §1780.
10. **Unfair Competition Prohibited:** Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Codes § 17200 - §17208.

## **EXHIBIT D**

### **INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability** ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Contractor requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

#### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

#### ***Other Insurance Provisions***

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

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

or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

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

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

#### ***Acceptability of Insurers***

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

#### ***Waiver of Subrogation***

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

#### ***Verification of Coverage***

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

#### ***Subcontractors***

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

#### ***Maintenance of Insurance***

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

***Special Risks or Circumstances***

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Surety Bonds***

Contractor shall provide the following Surety Bonds:

1. Payment bond
2. Performance bond

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