

County of Monterey

Government Center - Monterey Room
168 W. Alisal St., 2nd Floor
Salinas, CA 93901



Meeting Agenda - Final

Tuesday, June 13, 2023

10:30 AM

<https://montereycty.zoom.us/j/224397747>

Successor Agency to the Redevelopment Agency of the County of Monterey

Chair Director Luis A. Alejo - District 1
Vice Chair Director Glenn Church - District 2
Director Chris Lopez - District 3
Director Wendy Root Askew - District 4
Director Mary L. Adams - District 5

Participation in meetings

While the Board chambers remain open, members of the public may participate in Board meetings in 2 ways:

1. You may attend the meeting in person; or,
2. You may observe the live stream of the Board of Supervisors meetings at <https://monterey.legistar.com/Calendar.aspx>, <http://www.mgtvonline.com/>, www.youtube.com/c/MontereyCountyTV or <https://www.facebook.com/MontereyCoInfo/>

If you choose not to attend the Board of Supervisors meeting but desire to make general public comment, or comment on a specific item on the agenda, you may do so in 2 ways:

a. submit your comment via email by 5:00 p.m. on the Monday prior to the Board meeting. Please submit your comment to the Clerk of the Board at cob@co.monterey.ca.us. In an effort to assist the Clerk in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Supervisors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.

b. you may participate through ZOOM. For ZOOM participation please join by computer audio at: <https://montereycty.zoom.us/j/224397747>

OR to participate by phone call any of these numbers below:

+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 253 215 8782 US
+1 301 715 8592 US

Enter this Meeting ID number: 224397747 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you.

You will be placed in the meeting as an attendee; when you are ready to make a public comment if joined by computer audio please Raise your Hand; and by phone please push *9 on your keypad.

PLEASE NOTE: IF ALL BOARD MEMBERS ARE PRESENT IN PERSON, PUBLIC PARTICIPATION BY ZOOM IS FOR CONVENIENCE ONLY AND IS NOT REQUIRED BY LAW. IF THE ZOOM FEED IS LOST FOR ANY REASON, THE MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.

Participación en reuniones

Mientras las cámaras de la Junta permanezcan abiertas, los miembros del público pueden participar en las reuniones de la Junta de 2 maneras:

- 1. Podrá asistir personalmente a la reunión; o,**
- 2. Puede observar la transmisión en vivo de las reuniones de la Junta de Supervisores en <https://monterey.legistar.com/Calendar.aspx>, <http://www.mgtvonline.com/>, www.youtube.com/c/MontereyCountyTV o <https://www.facebook.com/MontereyCoInfo/>**

Si elige no asistir a la reunión de la Junta de Supervisores pero desea hacer comentarios del público en general o comentar un tema específico de la agenda, puede hacerlo de 2 maneras:

a. envíe su comentario por correo electrónico antes de las 5:00 p.m. el lunes anterior a la reunión de la Junta. Envíe su comentario al Secretario de la Junta a cob@co.monterey.ca.us. En un esfuerzo por ayudar al secretario a identificar el tema de la agenda relacionado con su comentario público, indique en la línea de asunto el cuerpo de la reunión (es decir, la agenda de la Junta de Supervisores) y el número de artículo (es decir, el artículo n.º 10). Su comentario se colocará en el registro en la reunión de la Junta.

b. puedes participar a través de ZOOM. Para participar en ZOOM, únase por audio de computadora en: <https://montereycty.zoom.us/j/224397747>

O para participar por teléfono llame a cualquiera de estos números a continuación:

+1 669 900 6833 EE. UU. (San José)
+1 346 248 7799 EE. UU. (Houston)
+1 312 626 6799 EE. UU. (Chicago)
+1 929 205 6099 EE. UU. (Nueva York)
+1 253 215 8782 EE. UU.
+1 301 715 8592 EE. UU.

Ingrese este número de ID de reunión: 224397747 cuando se le solicite. Tenga en cuenta que no hay un código de participante, simplemente presione # nuevamente después de que la grabación lo solicite.

Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono, presione *9 en su teclado.

TENGA EN CUENTA: SI TODOS LOS MIEMBROS DE LA JUNTA ESTÁN PRESENTES EN PERSONA, LA PARTICIPACIÓN DEL PÚBLICO POR ZOOM ES ÚNICAMENTE POR CONVENIENCIA Y NO ES REQUERIDA POR LA LEY. SI LA ALIMENTACIÓN DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN PUEDE PAUSARSE MIENTRAS SE INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.

NOTE: All agenda titles related to numbered agenda items are live web links. Click on the title to be directed to the corresponding Board Report.

PUBLIC COMMENTS: Members of the public may address comments to the Board concerning each agenda item. The timing of public comment shall be at the discretion of the Chair.

10:30 A.M. - Call to Order

Roll Call

Additions and Corrections by Clerk

The Clerk of the Board will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.

General Public Comments

This portion of the meeting is reserved for persons to address the Board on any matter not on this agenda but under the jurisdiction of the Board of Supervisors. Board members may respond briefly to the statement made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Board at a future meeting.

Consent Calendar

1. a. Approve and authorize the Director of Housing Community Development, or designee, to execute a Standard Agreement between the Successor Agency to the Redevelopment Agency of Monterey County and West Coast Arborists, Inc., to provide fire fuel mitigation services for the East Garrison Historic District in an amount not to exceed \$74,772 effective upon execution through June 30, 2026; and
b. Authorize the Housing and Community Development Director, or designee, to execute up to two (2) additional amendments, each extending the term by one (1) year, where the additional cost of each Amendment does not exceed 10% (\$7,477.20), bringing the total maximum cumulative cost increase to \$14,954.40 for a not to exceed Agreement amount of \$89,726.20, and that do not significantly alter the scope of services , subject to review by County Counsel.

Attachments: [Board Report](#)
 [Attachment 1 - Standard Agreement](#)
 [Attachment 2 - RFP #10860](#)

Adjournment



County of Monterey

Item No.1

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: 23-502

June 13, 2023

Introduced: 6/1/2023

Current Status: Housing & Community
Development - Consent

Version: 1

Matter Type: General Agenda Item

a. Approve and authorize the Director of Housing Community Development, or designee, to execute a Standard Agreement between the Successor Agency to the Redevelopment Agency of Monterey County and West Coast Arborists, Inc., to provide fire fuel mitigation services for the East Garrison Historic District in an amount not to exceed \$74,772 effective upon execution through June 30, 2026; and

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RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the Director of Housing Community Development, or designee, to execute a Standard Agreement between the Successor Agency to the Redevelopment Agency of Monterey County and West Coast Arborists, Inc., to provide fire fuel mitigation services for the East Garrison Historic District in an amount not to exceed \$74,772 effective upon execution through June 30, 2026; and

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SUMMARY/DISCUSSION:

In early 2023, the Housing and Community Development Department (HCD) staff on behalf of the Successor Agency to the Redevelopment Agency of Monterey County ('Successor Agency') conducted Request for Proposals (RFP) #10860, for Fire Fuel Mitigation Services at East Garrison Historic District for the County of Monterey. West Coast Arborists, Inc., submitted a responsive proposal and was chosen by HCD to provide fire fuel vegetation management for the buildings in the Historic District at East Garrison which is owned by the Successor Agency.

Fire fuel vegetation management needs to be completed on an annual basis to reduce and remove flammable groundcover and shrubs and reduce ladder fuels in the area noted on the attached map. In addition, the Standard Agreement with West Coast Arborists includes a provision for cleanup due to

damage caused by inclement weather.

Staff requests that the Board of Supervisors authorize the Director of HCD, or designee, to execute the Standard Agreement allowing these mitigation services to begin as soon as possible.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and the Auditor-Controller's Office have reviewed and approved the Standard Agreement with West Coast Arborists, Inc.

FINANCING:

WCA will be contracted for a not-to-exceed amount of \$74,772 until June 30, 2026. This expense is funded by the Successor Agency tax increment, Fund 406, Budget Unit 8572, HCD010. Staff time to manage this contract is included in the FY2023-24 Recommended Budget for the Successor Agency.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Fire fuel mitigation services support the Board of Supervisor's Strategic Initiative for Infrastructure by creating a defensible space to mitigate fuel for fires.

- ☐ Economic Development
- ☐ Administration
- ☐ Health & Human Services
- ☒ Infrastructure
- ☐ Public Safety

Prepared by: Damian Bye, Management Analyst II,

Approved by: Melanie Beretti, AICP, Principal Planner, 831-755-5285

The following attachments are on file with the Clerk of the Board:

Attachment 1 - Standard Agreement

Attachment 2 - RFP #10860



County of Monterey

Item No.1

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- ☐ Health & Human Services
- ☒ Infrastructure
- ☐ Public Safety

Prepared by: Damian Bye, Management Analyst II,

Approved by: Melanie Beretti, AICP, Principal Planner, 831-755-5285

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The following attachments are on file with the Clerk of the Board:

Attachment 1 - Standard Agreement

Attachment 2 - RFP #10860

Attachment 1

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ATTACHMENT 1

STANDARD AGREEMENT
West Coast Arborists, Inc.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF MONTEREY COUNTY STANDARD AGREEMENT

This **Agreement** is made by and between the Successor Agency to the Redevelopment Agency of Monterey County and West Coast Arborists, Inc. ("CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 **GENERAL DESCRIPTION:**

Successor Agency hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide fire fuel mitigation services at East Garrison Historic District.

2.0 **PAYMENTS PROVISIONS:**

Successor Agency shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by the Successor Agency to CONTRACTOR under this Agreement shall not exceed the sum of \$74,772.

3.0 **TERM OF AGREEMENT.**

3.01 The term of this Agreement is upon execution to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and Successor Agency and with Successor Agency signing last, and **CONTRACTOR may not commence work before Successor Agency signs this Agreement.**

3.02 The Successor Agency reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty (30) day written notice or with cause immediately.

4.0 **SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:**

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A **Scope of Services/Payment Provisions**

Exhibit B **Incorporation of Request for Proposals #10860, Fire Fuel Mitigation at East Garrison Historic District**

5.0 **PERFORMANCE STANDARDS:**

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the Successor Agency or County or immediate family of an employee of the Successor Agency or County.

- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use Successor Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The Successor Agency does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the Successor Agency and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The Successor Agency shall certify the invoice, either in the requested amount or in such other amount as the Successor Agency approves in conformity with this Agreement and shall promptly submit such invoice to the Successor Agency/County Auditor-Controller for payment. The Successor Agency/County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the Successor Agency may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The Successor Agency may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If Successor Agency terminates this Agreement for good cause, the Successor Agency may be relieved of the payment of any consideration to CONTRACTOR, and the Successor Agency may proceed with the work in any manner which Successor Agency deems proper. The cost to the Successor Agency shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The Successor Agency's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not

obtained and continued at a level sufficient to allow for the Successor Agency's purchase of the indicated quantity of services, then the Successor Agency may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the Successor Agency may specify in its notice, unless in the meanwhile the parties enter into a written amendment modify this Agreement.

8.0 **INDEMNIFICATION:**

CONTRACTOR shall indemnify, defend, and hold harmless the Successor Agency and County, its officers, agents, and employees from and against any and all claims, liabilities and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the Successor Agency or County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents, and subcontractors.

9.0 **INSURANCE REQUIREMENTS:**

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor, upon request, shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Successor Agency's/County's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the Successor Agency has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the Successor Agency/County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: Including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000.00 per occurrence.

☐ Modification (Justification attached; subject to approval)

Requester must check the appropriate Automobile Insurance Threshold box:

☒ **Agreement Under \$100,000.00 Business Automobile Liability Insurance:** Covering all motor vehicles, including owned, leased, non-owned, and hired vehicles used in providing services under this Agreement with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000.00 per occurrence.

☐ **Agreement Over \$100,000.00 Business Automobile Liability Insurance:** Covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000.00 per occurrence.

☐ Modification (Justification attached; subject to approval)

Worker's Compensation Insurance: If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000.00 each person, \$1,000,000.00 each accident, and \$1,000,000.00 each disease.

☐ Modification (Justification attached; subject to approval)

Professional Liability Insurance: If required for the professional services being provided (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

☐ Modification (Justification attached; subject to approval)

- 9.04 **Other Requirements:** All insurance required by this Agreement shall be with a company acceptable to the Successor Agency and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the Successor Agency shall be given notice in writing at least thirty (30) days in advance of each endorsed reduction in coverage or limit, cancelation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Successor Agency and the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the Successor Agency and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the Successor Agency, CONTRACTOR shall file certificates of insurance with the Successor Agency/County's Contract Administrator and the Successor Agency/County's Contracts/Purchasing Division showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Successor Agency, annual certificates to Successor Agency/County's Contract Administrator and Successor Agency/County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, the Successor Agency shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Successor Agency, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the Successor Agency or prepared in connection with the performance of this Agreement unless Successor Agency specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to the Successor Agency any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 **Successor Agency Records:** When this Agreement expires or terminates, CONTRACTOR shall return to the Successor Agency any Successor Agency records which CONTRACTOR used or received from the Successor Agency to perform services under this Agreement.
- 10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and Successor Agency rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such

records for a period of at least three (3) years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three- (3-) year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The Successor Agency shall have the right to examine, monitor, and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000.00, the parties to this Agreement may be subject, at the request of the Successor Agency or as part of any audit of the Successor Agency, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

10.05 **Royalties and Inventions:** Successor Agency shall have a royalty-free, exclusive, and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of Successor Agency.

11.0 **NON-DISCRIMINATION:**

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, or any other characteristic set forth in California Government Code §12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:**

If this Agreement has been or will be funded with monies received by the Successor Agency pursuant to a contract with the state or federal government in which the Successor Agency is the grantee, CONTRACTOR will comply with all the provisions of said contract to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, Successor Agency will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 **COMPLIANCE WITH APPLICABLE LAWS:**

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

- 13.2 CONTRACTOR shall report immediately to the Successor Agency/County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the Successor Agency or County. No offer or obligation of permanent employment with the Successor Agency or County or Successor Agency department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from the Successor Agency or County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, worker's compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the Successor Agency/County harmless from any and all liability which Successor Agency/County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the Successor Agency and CONTRACTOR's Contract Administrators at the addresses listed below:

FOR SUCCESSOR AGENCY:	FOR CONTRACTOR:
Kathy Nielsen, Management Analyst II	Juan Ortiz, Area Manager
Name and Title	Name and Title
Housing & Community Development 1441 Schilling Place, South 2 nd Floor Salinas, CA 93901-4527	West Coast Arborists, Inc. 390 Martin Avenue Santa Clara, CA 95050
Address	Address
(831) 755-4832	(408) 591-4860
194-HCD-Contracts@co.monterey.ca.us	jortiz@wcainc.com
Phone	Phone

16.0 MISCELLANEOUS PROVISIONS:

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the Successor Agency and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the Successor Agency and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR," as used in this Agreement, includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the Successor Agency. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the Successor Agency. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the Successor Agency and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be the County of Monterey.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both Successor Agency and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The Successor Agency and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 16.14 **Authority:** Any individual executing this Agreement on behalf of the Successor Agency or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represents the entire Agreement between the Successor Agency and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the Successor Agency and the CONTRACTOR as of the effective date of this Agreement, which is the date that the Successor Agency signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES:

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. section 7001 et seq.; California Government Code section 16.5; and California Civil Code section 1633.1 et. Seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in Portable Document Format (PDF).
- 17.2 **Counterparts:** The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.
- 17.3 **Form - Delivery by E-Mail or Facsimile:** Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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IN WITNESS WHEREOF, Successor Agency and CONTRACTOR have executed this Agreement as of the day and year written below.

SUCCESSOR AGENCY

By: _____
Chair, Monterey County Board of Supervisors
Acting as the Board of Directors, SARDA

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____
DocuSigned by:
Michael Whilden
0F98C5BE9B6F476 Michael Whilden
Deputy County Counsel

Date: 6/1/2023

Approved as to Fiscal Provisions²

By: _____
DocuSigned by:
Jennifer Forsyth
4E7E657875454AE... Auditor-Controller

Date: 6/1/2023

Approved as to Liability Provisions³
Office of the County Counsel-Risk Management

By: _____
N/A
Risk Manager

Date: _____

CONTRACTOR

West Coast Arborists, Inc.
Contractor/Business Name*

By: _____
DocuSigned by:
[Signature]
(Signature of Chair, President, or Vice President)

Patrick Mahoney, President
Name and Title

Date: 6/1/2023

By: _____
DocuSigned by:
RICHARD MAHONEY
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Richard Mahoney, Secretary
Name and Title

Date: 6/1/2023

County Board of Supervisors' Agreement Number: _____ approved on _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹ Approval by County Counsel is required.

² Approval by Auditor-Controller is required.

³ Approval by Risk Management is required only if changes are made in paragraph 8 or 9.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

**To Agreement by and between
Successor Agency to the Redevelopment Agency of Monterey County,
hereinafter referred to as “Successor Agency”
and
West Coast Arborists, Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

A.1 VEGETATION MANAGEMENT

A.1.1 CONTRACTOR shall perform routine assessment and monitoring of the property not less than one (1) time per year, subject to change based on environmental conditions.

A.1.2 CONTRACTOR shall perform vegetation management, mowing and/or trimming, or as requested by Successor Agency including:

1. CONTRACTOR shall complete vegetation management two (2) times during the active growing season (February through September) of the open space vegetation.
2. The Successor Agency shall outline areas of open space, identified in Attachment 1, to be mowed or trimmed.
3. CONTRACTOR shall notify the Successor Agency by email (SuccessorAgency@co.monterey.ca.us) not less than one (1) week prior to the commencement of work.
4. Successor Agency staff shall provide Contractor with appropriate gate codes to access secured areas within the Historic Arts District.

A.1.3 CONTRACTOR shall adhere to requirements of Title 14, California Code of Regulations and Chapter 18.56 of the Monterey County Code, as necessary to meet applicable defensible space standards.

A.1.4 CONTRACTOR shall perform tree trimming operations consistent with Title 14, California Code of Regulations and Chapter 18.56 of Monterey County Code as necessary to meet applicable vertical and horizontal clearance standards.

A.1.5 CONTRACTOR shall ensure disposal of trimmed vegetation in accordance with Section 1276.05 of Title 14, California Code of Regulations and with Section 18.56.090 of Chapter 18 Monterey County Code.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

- A.2** Any damage caused by CONTRACTOR must be repaired by CONTRACTOR in an appropriate and timely manner.
- A.3** CONTRACTOR shall, on an annual basis and not less than one month prior to planned work, prepare and submit by email to the Successor Agency a detailed cost proposal and schedule for the work to be performed. Successor Agency shall consider the proposal and, once the cost proposal is approved in writing by the Successor Agency, CONTRACTOR will be issued a Notice to Proceed with authorization to perform the proposed services and associated Delivery Order.
- A.4** CONTRACTOR shall notify by email the Successor Agency of any obstruction or reason why services cannot be performed in a timely, seasonally appropriate matter, as well as any potential issues encountered during the course of services. Notification shall be made by email within 24 hours of observation.
- A.5** CONTRACTOR is responsible for contacting and making necessary arrangements with the appropriate utility service agency during the removal of any necessary tree limbs, and/or branches that may create a hazard in the completion of the work or project assignment.
- A.5.1** If damage to utility wires occurs, CONTRACTOR shall immediately notify the appropriate utility service agency and the Successor Agency.
- A.5.2** CONTRACTOR is responsible for all claims for damage due to CONTRACTOR's performance as set forth in the Agreement.
- A.6** CONTRACTOR agrees to furnish all material and equipment necessary to accomplish requested service(s). All CONTRACTOR-supplied equipment shall be in good working order.
- A.7** **OPTIONAL TASK:** CONTRACTOR shall provide emergency on-call tree pruning and removal services twenty-four hours per day, seven days per week (24/7). In the event of an emergency, CONTRACTOR shall notify the Successor Agency by email within one (1) hour of initial contact during regular working hours and two (2) hours of initial contact outside of regular working hours whether CONTRACTOR is able to provide requested emergency services. Prior to the commencement of services, CONTRACTOR shall contact the Successor Agency to obtain approval to proceed.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

Successor Agency shall pay an amount not to exceed \$74,772 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

An additional twenty percent (20%) of the agreement amount, not more than \$12,462, shall be included in the Agreement between the Successor Agency and CONTRACTOR to cover unanticipated emergency situations due to inclement weather and/or other environmental conditions.

CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Fiscal Year	Amount
FY 2022-23	\$19,995
FY 2023-24	\$20,770
FY 2024-25	\$21,545
SUB-TOTAL	\$62,310
Emergency Allowance (20%)	\$12,462
TOTAL	\$74,772

Emergency Services Rates

Description	Cost/Hour
Emergency Response	\$160
Equipment Operator	\$195
Crane Operator	\$195
Arborist Consulting Services (2 hour minimum)	
- Consulting Services including report writing (travel included) - Construction Project Inspection - Presentation to County Supervisors or staff	\$175

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions," of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@co.monterey.ca.us:

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to 194-HCD-Finance@co.monterey.ca.us.

Successor Agency may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

The Successor Agency shall certify the invoice, either in the requested amount or in such other amount as the Successor Agency approves in conformity with this Agreement and shall promptly submit such invoice to the Successor Agency/County Auditor-Controller for payment. The Successor Agency/County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

No payments in advance or in anticipation of services to be provided under this Agreement shall be made by the Successor Agency.

The Successor Agency shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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East Garrison Historic District

Attachment 1

Parcel Acres and Square Feet
Total Acres: 12.39545
Total Square Feet: 539,943



02/2023 West Coast Arborists, Inc.

Fire Fuel Mitigation Measures
at East Garrison Historic District (RFP #10860)
Housing and Community Development

EXHIBIT B – INCORPORATION OF REQUEST FOR PROPOSALS (RFP) #10860 AND STATEMENT OF QUALIFICATION DOCUMENTS

The County invited submittals to Request for Proposals (RFP) through RFP #10860, Fire Fuel Mitigation at East Garrison Historic District, in the County of Monterey, California. West Coast Arborists, Inc., submitted a responsive and responsible Statement of Qualifications to perform the services listed in RFP #10860.

RFP #10860 and the Statement of Qualifications submitted by West Coast Arborists, Inc., on file with the Housing and Community Development Department are hereby incorporated into the Agreement by this reference.

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Attachment 2

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**COUNTY OF MONTEREY
HOUSING AND COMMUNITY DEVELOPMENT
1441 SCHILLING PLACE, SOUTH 2nd Floor
SALINAS, CA 93901-4543
(831) 755-5025**

**REQUEST FOR PROPOSALS
#10860
FOR
FIRE FUEL MITIGATION SERVICES AT
EAST GARRISON HISTORIC DISTRICT
FOR THE COUNTY OF MONTEREY**

Proposals are due by 3:00 p.m. (PST) on March 17, 2023

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The County of Monterey Housing and Community Development (HCD) Department (“County”) is seeking proposal packages from all firms (“CONTRACTOR”) that are interested in providing services necessary for or incidental to reduce and remove flammable groundcover, ladder fuels, and maintain good aesthetics for the East Garrison Historic District Successor Agency properties outlined in Exhibit A.
- 1.2 This solicitation is intended for an exclusive Standard Agreement (SA).

2.0 BACKGROUND

- 2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles.
- 2.2 Request for Proposals #10860 will establish fire fuel mitigation services. CONTRACTOR will abide by all local, state, and federal regulations and who are also capable of providing all necessary materials and supervision while providing these services.

3.0 CALENDAR OF EVENTS

- | | | |
|-----|-------------------------------------|-----------------------------------|
| 3.1 | Issue RFP | February 9, 2023 |
| 3.2 | Deadline for Written Questions | 3:00 p.m., PST, February 24, 2023 |
| 3.3 | Proposal Submittal Deadline | 3:00 p.m., PST, March 17, 2023 |
| 3.4 | Estimated Notification of Selection | April 2023 |
| 3.5 | Estimated AGREEMENT Date | April 2023 |

This schedule is subject to change as necessary.

- 3.6 **FUTURE ADDENDA:** CONTRACTORS who received notification of this solicitation by means other than through a County of Monterey mailing shall contact the person designated in the COUNTY POINT OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date.

IT IS EACH CONTRACTOR’S SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ALL ADDENDA FOR THIS RFP by either informing the County of

their mailing information or by regularly checking the County's Solicitation Center web page at <https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/solicitation-center>. Addenda will be posted on the website the day they are released.

4.0 COUNTY POINT OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact: **Melanie Beretti, AICP, Principal Planner**
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Phone: (831) 755-5284
E-mail: berettim@co.monterey.ca.us

Copy to: **Damian Bye, Management Analyst II**
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Phone: (831) 755-5141
E-mail: byed@co.monterey.ca.us

- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail is acceptable and encouraged). Questions will be researched and the answers will be posted on the County's Solicitation Center web page at <https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/solicitation-center> by deadline indicated in the **CALENDAR OF EVENTS** herein.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS** herein. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 SCOPE OF WORK

- 5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with their own organization AGREEMENT work amounting to not less than 50% of the original total AGREEMENT price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted

from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interests or obligations in this AGREEMENT without the prior written consent of County.

5.2 The scope of work includes but is not limited to the following:

5.2.1 **Vegetation Management:**

- 5.2.1.1. CONTRACTOR shall perform routine assessment and monitoring of the property not less than once (1) per year, subject to change based on environmental conditions.
- 5.2.1.2. CONTRACTOR shall perform vegetation management, either mowing or trimming, or as requested by Successor Agency including:
 - (i) The Contractor shall complete vegetation management two (2) times during the active growing season (February through September) of the open space vegetation.
 - (ii) The Successor Agency shall outline areas of open space, identified in Exhibit A, to be mowed or trimmed.
 - (iii) Work shall occur as defined in 5.2.1.2.(i), and the Contractor shall notify the Successor Agency one week prior to work commencing.
 - (iv) The Successor Agency staff shall provide the Contractor access to secured areas within the Historic Arts District.
- 5.2.1.3. The contractor shall, as per Cal Fire Guidelines: (<https://www.fire.ca.gov/programs/communications/defensible-space-prc-4291/>) clear all brush, poison oak, and ground vegetation within one hundred (100) feet of buildings. The Contractor shall also, consistent with these Cal Fire Guidelines and Monterey County Code 16.60, perform tree trimming operations including:
 - (i) Raise all tree canopies to six (6) feet above grade or brush throughout the properties, and
 - (ii) Trim or, remove limbs that are within three (3) feet of buildings.
- 5.2.1.4. The Contractor shall ensure disposal of trimmed vegetation including:
 - (i) Remove debris and or chip wood (not to include poison oak, weeds, or noxious shrubs) in place,
 - (ii) Distribute debris piles no more than four (4) inches high, and
 - (iii) Appropriately dispose of poison oak, weeds, or noxious shrubs off site.
- 5.2.1.5. The Contractor shall communicate all security and safety related items to the Successor Agency staff immediately.

- 5.3 CONTRACTOR shall prepare a detailed cost proposal and schedule for the work to be performed. Once the cost proposal is approved in writing by the Successor Agency, CONTRACTOR will be issued a Notice to Proceed with authorization to perform the proposed services.
- 5.4 CONTRACTOR shall perform services within a reasonable timeframe and as requested by the Successor Agency.
- 5.5 CONTRACTOR shall comply with County provisions set forth in the COUNTY OF MONTEREY STANDARD AGREEMENT located at:
<https://www.co.monterey.ca.us/home/showpublisheddocument/105034/637666076399230000>

5.6 **Health and Safety**

Please be advised that all contractors selected to provide essential services and any persons/entities authorized by said contractor to visit County of Monterey work sites must comply with required health and safety measures. Prospective bidders are advised to review the Monterey County web site for more information on required health and safety measures:
<https://www.co.monterey.ca.us/government/departments-a-h/health/diseases/2019-novel-coronavirus-2019-ncov/health-officer-shelter-in-place-order>.

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT will be for a period of three (3) years with the option for two (2), one- (1-) year extensions.
- 6.2 The AGREEMENT shall contain a clause that provides that the County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a 30-day written notice, or immediately with cause.

7.0 LICENSING/SECURITY REQUIREMENTS

- 7.1 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.2 CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.
- 7.3 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security.
- 7.3.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.

- 7.3.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).
- 7.3.3 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

8.0 PROPOSAL PACKAGE REQUIREMENTS

8.1 CONTENT AND LAYOUT:

- 8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal or qualifications package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposals packages shall include, at a minimum, but not limited to, the following information in the format indicated:

<u>Proposal Layout</u> Organize and Number Sections as Follows:	
Section 1	Cover Letter (including firm and contact information)
	RFP Signature Page
	Receipt of Signed Addenda (if any)
	Table of Contents
Section 2	Proposed Project Management Approach for Meeting Scope of Work in Section 5.0
Section 3	Pre-Qualifications/Licensing Requirements
Section 4	Key Staff, Project Experience and References
Section 5	Technical Aspects
Section 6	Environmentally Friendly Practices
Section 7	Cost Estimate and Fee Schedule (submit in separate envelope)
Section 8	Exceptions
Section 9	Appendix
Section 10	Bonds

Section 1 - Requirements:

- **Cover Letter:** All proposals must be accompanied by a cover letter not exceeding two (2) pages and should provide firm and contact information as follows:
- **Firm Information:** Description of the type of organization (e.g., corporation, partnership, including joint venture teams and subcontractors) and number of years in existence. Indicate any planned or anticipated changes in business organization or operations, such as dissolution, winding-up, merger, etc., that may bear on ability to complete services in accordance with the AGREEMENT.
- **Contact Information:** The name, address, telephone number, email and fax of CONTRACTOR's primary contact person during the solicitation process through to potential AGREEMENT award.

Litigation History: Provide a description of litigation to which your firm has been a party to in the last five (5) years. Please include the following details:

- Name of Case
- Case Number
- Fate Filed
- Court in which Filed
- Judgment or Result

Signed RFP Signature Page and Signed Addenda (if any addenda were released for this solicitation). Proposal packages submitted without this page will be deemed non-responsive. The Proposal Signature Page may be signed digitally or manually. If manually signed, BLUE ink is required and must be included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

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Section 2 – Proposed Project Management Approach for Meeting Scope of Work in Section 5.0 of this RFP:

An implementation plan that describes in detail:

- (i) the methods, including controls by which your firm manages projects of the type sought by RFP #10860;
 - (ii) manner in which your firm intends to provide adequate staffing, and equipment or other resources to be provided;
 - (iii) identify sub-consultants, if any, your firm proposes to use to provide the services as outlined in this RFP #10860;
 - (iv) methodology for soliciting and documenting views of internal and external stakeholders; and
 - (v) any other project management or implementation strategies or techniques that CONTRACTOR intends to employ in carrying out the services requested.
- Detailed description of efforts CONTRACTOR will undertake to achieve client satisfaction and to satisfy the requirements of Section 5.0, Scope of Work.

Section 3 - Pre-Qualifications/Licensing Requirements:

Pre-Qualifications Requirements: CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications, insurance, and licensing requirements as set forth in the County AGREEMENT, which may be viewed on the link provided SAMPLE AGREEMENT SECTION of this RFP.

Licensing Requirements: CONTRACTOR must acknowledge in writing its compliance with all laws governing the services as described within RFP #10860 and that it meets all governmental licensing requirements.

CONTRACTOR shall possess all permits, licenses, and professional credentials necessary to supply products, and the ability to deploy devices and perform services as specified under RFP #10860.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR or any business organization which owns or operates as CONTRACTOR, from any public agency for the last five (5) years.

Section 4 – Key Staff, Project Experience and References:

Key Staff: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience and References: CONTRACTOR shall describe at least three (3) similar projects for which it provided services similar to the scope of work described herein. Please include phone numbers and email addresses as the County will conduct reference checks using this information.

Section 5 – Technical Aspects:

CONTRACTOR shall provide a written and signed statement in this section which confirms that their proposal is inclusive of all elements necessary for a turn-key project.

CONTRACTOR shall also include:

- Proposed Project Timeline to ensure compliance with meeting the County’s needs as indicated in this solicitation.

Section 6 – Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices to which it adheres while doing business as relevant to County’s Climate-Friendly Purchasing Policy at:

<https://www.co.monterey.ca.us/home/showpublisheddocument/22305/636241459023900000>.

Section 7 – Cost Estimate and Fee Schedule (submit in a separate envelope):

Cost Estimate: CONTRACTOR shall provide a cost estimate for the service described in Section 5.0 of this RFP as per Attachment B – Fee Schedule attached hereto.

Fee Schedule: CONTRACTOR shall submit a fee schedule, including staff positions/titles, hourly rates for the three- (3-) year term of the Agreement, list of reimbursable items, and estimated costs. All applicable tax shall be included as a separate line item.

Section 8 - Exceptions:

Submit any and all exceptions to this solicitation on separate pages and clearly identify the top of each page with “EXCEPTION TO COUNTY RFP #10860.” Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 9 - Appendix:

CONTRACTOR may provide any additional information that it believes to be applicable to this proposal package and include such information in an Appendix section.

Section 10 – Bonds:

The selected CONTRACTOR shall maintain and provide evidence that they have Fidelity Bond Insurance in an amount at least equal to Two Million Six Hundred Thousand Dollars at the time the contract is executed.

8.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” the submitted proposal package shall adhere to the following:

- 8.2.1 Four (4) sets of the proposal package (one (1) original proposal marked “Original” plus three (3) copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the submitting company name and reference to “RFP #10860.” In addition, submit one (1) electronic version of the entire proposal package on a USB memory stick. Additional copies may be requested by County at its discretion.
- 8.2.2 Proposal packages shall be prepared on 8½ x 11-inch paper, preferably duplexed and bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
- 8.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
- 8.2.4 CONTRACTOR shall not use white-out or similar correction products to make late changes to their proposal package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 8.2.5 To validate your proposal package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposal packages submitted without that page will be deemed non-responsive. The Proposal Signature Page may be signed digitally or manually. If manually signed, BLUE ink is required and must be included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may

be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

- 8.3 **CONFIDENTIAL, PROPRIETARY, TRADE SECRET INFORMATION:** Confidential, Proprietary, or Trade Secret Information: Qualifications Packages submitted in response to this RFQ are not to be marked, in whole or in part, as confidential or proprietary and must not constitute or contain information that is confidential, proprietary, or trade secret, or subject to any other claim that it is not subject to public disclosure under applicable law. The County may refuse to consider any Qualifications Package so marked. Qualifications Packages submitted in response to this RFQ will become subject to public disclosure per the requirements of applicable law, including but not limited to the California Public Records Act, Government Code Section 6250 et seq, and the Ralph M. Brown Act, Government Code Section 54950 et seq. Please be advised that all information and documents submitted to County by CONSULTANT shall become non-confidential, non-proprietary, non-trade secret, public records without exception and subject to public disclosure by the County at any time without prior notice to CONSULTANT, whether pursuant to a request for disclosure or otherwise, including but not limited to disclosure in the course of County's normal procedures to post on the internet or otherwise make available to the general public documents of interest to the public. All interested CONSULTANTS are advised to consider, when deciding what information to include in their submitted Qualifications Package, that such inclusion will result in the information becoming a fully disclosable public record. The County shall not be liable in any way for disclosure of any such records or part thereof related to this RFQ or any Qualifications Package, including, but not limited to, evaluations, proposals, or any other information or records. In submitting the information and documents, the CONSULTANT is agreeing to the County's release of such information and documents under the Public Records Act or the Brown Act, without further notice to the CONSULTANT, and is agreeing to release, indemnify, and hold harmless the County from any harm that may result to the Proposer or any third party for release of such information and documents. This release and promise to defend and indemnify is given regardless of whether any exemption from disclosure may be available or might have been claimed under applicable law, and CONSULTANT's responding to this RFQ acknowledge that the decision whether to assert any such exemption will be made in the COUNTY'S sole discretion. Submission by an interested CONSULTANT constitutes a complete waiver of any claims whatsoever against the COUNTY, and/or its agents, officers, or employees, that the COUNTY has violated a vendor's right to privacy, disclosed trade secrets, or caused any damage by allowing the Proposal to be inspected.

Additionally, all Qualifications Packages received by COUNTY in response to this RFQ shall become the exclusive property of the COUNTY. The COUNTY reserves the right, without limitation, to make use of any information or ideas contained in the Proposals submitted. By submitting information and documents to the COUNTY as part of this RFQ, CONSULTANTS acknowledge and agree to the terms of Section 8.3.

9.0 SELECTION CRITERIA

- 9.1 The selection of CONTRACTOR and subsequent AGREEMENT will be based on the criteria contained in this solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit sufficient information for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.

9.2 Selection criteria include, but are not limited to, the following:

- 9.2.1 CONTRACTOR'S demonstrated understanding of the services and product required as described within this RFP #10860, quality and thoroughness of the proposal.
- 9.2.2 CONTRACTOR's professional qualifications based on the firm's personnel proposed for these services. County is interested in the firm's history of successful projects, and specifically in the background and ability of the proposed personnel.
- 9.2.3 CONTRACTOR's demonstrated related project experience.
- 9.2.4 CONTRACTOR's record of safety and regulatory compliance.
- 9.2.5 CONTRACTOR's demonstrated ability to perform work efficiently for similar clients.
- 9.2.6 CONTRACTOR's history of reliable, prompt, and thorough services.
- 9.2.7 Ability of CONTRACTOR to provide services at competitive rates.
- 9.2.8 CONTRACTOR's compliance with all County requirements, including insurance and indemnification requirements, as detailed within RFP #10860 and in the Sample Agreement.
- 9.2.9 CONTRACTOR's sustained industry reputation for customer satisfaction in quality of service, in resolving service problems, and providing customer support as necessary.

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9.3 The selection criteria include the following **(100 points total)**:

CRITERIA		
		Indicate Pass/Fail
Qualification Package Content		
Section 1 – Cover Letter (including Contact and Firm Information)		
Section 1 – Signed RFP Signature Page		
Section 1 – Receipt of Signed Addenda (if any)		
Section 1 – Table of Contents		
Section 2 – Proposed Project Management Approach for Meeting Scope of Work in Section 5.0		
Section 3 – Pre-Qualifications/Licensing Requirements		
Section 4 – Key Staff, Project Experience and References		
Section 5 – Technical Aspects		
Section 6 – Environmentally Friendly Practices		
Section 7 – Cost Estimate and Fee Schedule (submit in separate envelope)		
Section 8 – Exceptions		
Section 9 – Appendix		
Section 10 – Bonds		
SPECIFIC RATING CRITERIA		
Rating Element	Points Possible	Points Earned
CONTRACTOR’S ability to meet the County’s requirements.	35	
CONTRACTOR’S cost/pricing sheet (Attachment B)	20	
CONTRACTOR’S support, technical services, and training capacities	15	
CONTRACTOR’S experience, proven track record (especially with other governmental entities), qualifications and references	25	
Local Vendor (if applicable): Provides supporting documentation to show qualifications	5	

9.4 AGREEMENT award will not be based on cost alone.

9.5 The award resulting from this RFP will be made to CONTRACTOR that submits a response that, in the sole opinion of the County, best serves the overall interest of the County.

9.6 The award made from the RFP may be subject to approval by the County Board of Supervisors.

10.0 SUBMITTAL INSTRUCTIONS AND CONDITIONS

10.1 Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSALS OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10860 and CONTRACTOR’S COMPANY NAME.**

- 10.2 Mailing Address: Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 10.3 Due Date: Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 10.4 Shipping Costs: Unless stated otherwise, the Free on Board (FOB) for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the shipper.
- 10.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. County reserves the right to reject all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 10.6 Ownership: All submittals in response to this solicitation become the property of the County. If a CONTRACTOR does not wish to submit a proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid."
- 10.7 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 10.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

11.0 PRICING

- 11.1 CONTRACTOR will submit a **Cost Estimate and Fee Schedule** for the provision of services as outlined within this RFP.
- 11.2 CONTRACTOR prices stating the **Cost Estimate and Fee Schedule** shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial three- (3-) year term of the AGREEMENT.

12.0 CONTRACT AWARDS

- 12.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT resulting from this solicitation.

- 12.2 Board of Supervisors: The award made from this solicitation may be subject to approval by the County Board of Supervisors.
- 12.3 Interview: County reserves the right to interview selected CONTRACTOR(s) before a AGREEMENT is awarded. The costs of attending any interview are the CONTRACTOR’S responsibility.
- 12.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 12.5 Notification: All CONTRACTORS who have submitted a Proposal Package will be notified of the final decision as soon as it has been determined.
- 12.6 In County’s Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

13.0 SEQUENTIAL CONTRACT NEGOTIATION

County will pursue contract negotiations with the CONTRACTOR who submits the best Proposal or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

14.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by the Office of the County Counsel, similar to the County Standard Agreement (SA) referenced in Section 19 “**SAMPLE AGREEMENT SECTION**” herein. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT SECTION** herein. County may but is not required to consider including language from the CONTRACTOR’s proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR’S proposal.

15.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

16.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION,” in conformity with the specific requirements set forth in Section 8.3 above. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential. As a California government entity, the County is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary. County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

17.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: ☐ Yes ☐ No. CONTRACTOR’S response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. If and when CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

18.0 INSURANCE REQUIREMENTS

18.1 Evidence of Coverage:

- 18.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR, upon request, shall

provide a certified copy of the policy or policies.

18.1.2 This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a “Notice to Proceed” with the work under an AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

18.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A-VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by County’s Contracts/Purchasing Officer.

18.3 Insurance Coverage Requirements:

18.3.1 Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (ii) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under an AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (iii) Workers’ Compensation Insurance, if CONTRACTOR employs others in the performance of an AGREEMENT, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- (iv) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an AGREEMENT, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of an AGREEMENT.

18.4 Other Insurance Requirements:

- 18.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under an AGREEMENT.
- 18.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 18.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 18.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.
- 18.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR

to maintain such insurance is a default of an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

19.0 SAMPLE AGREEMENT SECTION

The County Standard Agreement with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at the following link for respective project amounts:

<https://www.co.monterey.ca.us/home/showpublisheddocument/105034/637666076399230000>

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EXHIBIT, SIGNATURE PAGE, AND ATTACHMENTS



SIGNATURE PAGE

COUNTY OF MONTEREY
HOUSING AND COMMUNITY DEVELOPMENT

RFP # 10860
ISSUE DATE: February 9, 2023



RFP TITLE: FIRE FUEL MITIGATION SERVICES AT EAST GARRISON HISTORIC DISTRICT

PROPOSALS ARE DUE TO THE HCD BY
3:00 P.M., LOCAL TIME, ON March 17, 2023

MAILING ADDRESS:
COUNTY OF MONTEREY
HOUSING & COMMUNITY DEVELOPMENT
Attn: Melanie Beretti, RFP #10860
1441 SCHILLING PLACE, SOUTH 2ND FLOOR
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO:
Melanie Beretti, berettim@co.monterey.ca.us, (831) 755-5285
Copy to: Damian Bye, byed@co.monterey.ca.us, (831) 755-5141

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (one original plus three copies and one electronic):

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the RFP package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone Number (with Area Code): _____ Fax (with Area Code): _____

Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

ATTACHMENT A – LOCAL BUSINESS DECLARATION FORM**COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM**

If a business entity is claiming to be a “Local Vendor” as defined by the “Monterey County Local Preference Policy,” adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify it meets the definition of “Local Vendor” as defined and in accordance with the adopted policy. Any business entity claiming to be a local business as defined by the policy, shall so certify, in writing herein, that it meets all of the criteria listed within the policy, which can be accessed online at the following link: <https://www.co.monterey.ca.us/home/showdocument?id=76846>.

County shall not be responsible or required to verify the accuracy or any such certifications and shall have sole discretion to determine if a bidder meets the definition of “local vendor” as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on County purchases or contracts for a period of three years from the date of discovery of the false certification(s).

Any business eligible for the local preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal or qualifications package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Select that which is applicable to your business entity (at least one selection in order for a business to be considered local):

- ☐ It either owns, leases, rents, or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three counties as defined as “Area”; and
- ☐ It employs at least one (1) full time employee within the “Area,” or if the business has no employees, the business shall be at least 50% owned by one (1) or more persons whose primary residence(s) is located within the “Area”; and
- ☐ Its business has been in existence, in its current name, within the “Area” for at least two (2) years immediately prior to the issuance of either a request for proposals or request for qualifications or request for quotations for the County; and
- ☐ It is a newly established business which is owned by an individual(s) formerly employed by a Local Business for at least two (2) years.

As per the policy: “**Area**” shall mean Monterey County, San Benito County, and Santa Cruz County.

Note: If applicable, your organization must possess a valid resale license from the State Franchise Tax Board showing its local address within the “Area” and evidencing that payment of the local share of the sales tax goes to either a city within the “Area” or to one of the three counties within the defined “Area.”

On behalf of my business entity (i.e., organization), I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County’s Local Preference Policy for the procurement in question.

Business Legal Name (and dba name if any): _____

Business Address: _____

City: _____ ***State:*** _____ ***Zip Code:*** _____

Signature of Authorized Representative: _____ ***Date:*** _____

Title of Authorized Representative: _____

Telephone Number: (____) _____ ***E-Mail:*** _____

This form must be submitted within a bidder’s proposal or qualifications package in order for the County to apply the applicable local preference.

Bidders who do not qualify as a local business as per the policy should not submit this form.

– End of Attachment A –

<u>ATTACHMENT B – FEE SCHEDULE</u>

Position/Title	Hourly Rate (Indicate changes per year if any)		
	FY 2022/23	FY 2023/24	FY 2025/26

– End of Attachment B –

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