



Monterey County Board of Supervisors

Board Order

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1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-15934

- a. Approve a Standard Agreement with Smith & Enright Landscaping, Inc. to provide landscape and open space maintenance services for County Service Area (CSA) 15 - Toro Park & Serra Village, under Request for Proposals #10835, in a total amount not to exceed \$146,670, for an initial term of three (3) years beginning July 15, 2022 to July 14, 2025, with the option to extend the Agreement for two (2) additional one (1) year period(s); and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Standard Agreement and future amendments to the Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this 12th day of July 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew, and Adams

NOES: None

ABSENT: None

(Government Code 54953)

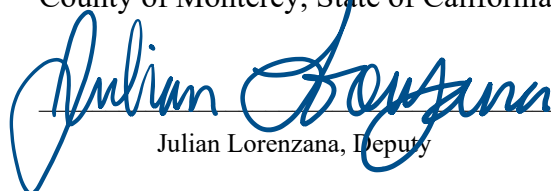
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting July 12, 2022.

Dated: July 15, 2022

File ID: A 22-363

Agenda Item No.: 84

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Smith & Enright Landscaping, Inc.

(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

The County 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: Landscape and Open Maintenance Services for County Service Area (CSA)
15 - Toro Park & Serra Village

2.0 PAYMENT PROVISIONS:

County 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 County to CONTRACTOR under this Agreement shall not exceed the sum of: \$146,670

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 15, 2022 to July 14, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) 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 Other: Incorporation of RFP # 10835, Addendum No. 1 to RFP # 10835, and Proposal Documents on file with the Department of Public Works, Facilities, & Parks

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 County, or immediate family of an employee of the 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 County 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 County 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 days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County 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 County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The 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 County 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 County 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 County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County'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 County's purchase of the indicated quantity of services, then the County 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 County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the 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 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 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 County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverage's, 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 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 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 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 per occurrence.

☒ **Agreement Over \$100,000 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 or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' 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 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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 years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County 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 years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the 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 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 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.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and 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 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 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 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 County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **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 County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County 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.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three 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-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County 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, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County 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 County.

11.0 NON-DISCRIMINATION:

- 11.1 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), 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 County pursuant to a contract with the state or federal government in which the County 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, County 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 require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to 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 County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' 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 County harmless from any and all liability which 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 County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez, Management Analyst III	Selena Herrin, General Manager
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California, 93901-4527	540 Work Street, Suite C Salinas, California 93901
Address	Address
(831) 755-8966	(831) 758-6766
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 County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County 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 County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. 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 County 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 of 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 Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County 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 County 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, represent the entire Agreement between the County 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 County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County 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 portable document format (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 portable document format (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.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Smith & Enright Landscaping, Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide landscape and open space maintenance services for County Service Area (CSA) 15 – Toro Park & Serra Village as further described in the tasks below.

1.1 MINI-PARK MAINTENANCE

1.1.1 CONTRACTOR shall maintain the four (4) mini-parks, sidewalks, entryways and frontage areas leading into the mini-parks in a park-like manner. The specific locations of the four (4) parks are located in the Toro Park Estates Subdivision as shown in the attached Appendix 2 - Work Location Maps.

1.1.2 The four (4) designated mini-parks are as follows:

- 1.1.2.1 Kelton Park
- 1.1.2.2 Ferdinand Park
- 1.1.2.3 Sutherland Park
- 1.1.2.4 Lopp Park

1.1.3 CONTRACTOR shall:

- 1.1.3.1 Regularly schedule turf-mowing operations as outlined in 1.1.5.
- 1.1.3.2 Trim trees, shrubbery and groundcover within the park as needed to sustain an attractive and healthy plant that is characteristic for the species.
- 1.1.3.3 Abate weeds around fence lines, signs, benches, play equipment and installed barriers.
- 1.1.3.4 Edge the sidewalks, entryways and frontage areas leading into the parks with an edging machine, such as a blade edger or equivalent, which cuts below the surface of the ground to a minimum depth of one (1) inch, but in no case, less than what is required to cut the plant or weed that is encroaching upon the sidewalk.
- 1.1.3.5 Abate weeds by either mechanical or chemical means. CONTRACTOR shall not substitute chemical weed abatement in place of the edging operation.
- 1.1.3.6 Fertilize turf.
- 1.1.3.7 Visually inspect the structural components of each park during the appointed task and notify the County if any component is in need of repair and/or maintenance.
- 1.1.3.8 Rake the depressed areas within each of the play equipment borders.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- 1.1.3.9 Re-level the areas to a common grade after each regularly scheduled turf grass mowing.
- 1.1.4 CONTRACTOR shall mow park all parks on Friday during the weekly or biweekly scheduled maintenance period, unless otherwise agreed upon by the County or due to extenuating circumstances such as inclement weather.
- 1.1.4.1 CONTRACTOR shall provide notice in writing by letter or email whenever any inclement conditions preclude mowing. CONTRACTOR shall not be paid for such canceled mowing.
- 1.1.4.2 CONTRACTOR shall work with County point of contact to reschedule a designated mowing day when scheduled Friday falls on a recognized holiday, such as Christmas or New Year's Day.
- 1.1.5 CONTRACTOR shall mow park turf grass on Fridays as follows:
- 1.1.5.1 Weekly: October, November, March, April, May, June, July, August, and September.
- 1.1.5.2 Bi-Weekly: December, January, and February
- 1.1.6 CONTRACTOR shall cut the turf grass at the lowest setting allowed by the mower to prevent a scalping condition of the turf grass.
- 1.1.7 CONTRACTOR shall establish a watering cycle that will sustain a healthy and functional landscape while- conserving water resources.
- 1.1.8 During the winter or rainy periods, CONTRACTOR may be asked to reduce the watering schedule to prevent over watering of the turf grass or to place the irrigation control system on a standby position.
- 1.1.9 CONTRACTOR shall, at each mini-park, implement regular inspections of all irrigation systems to identify readily apparent problems that will reduce system performance and overall irrigation efficiency. The inspection shall include, but not be limited to, obvious over-watering and/or under-watering, ponding, broken components, spray misdirected/overspray, sunken heads, heads not vertical, heads not operating properly, clogged nozzles/emitters, worn nozzles/emitters and unequal discharge rates. An inspection report shall be submitted to the County and shall include a description of recommended remedies to any problems.
- 1.1.10 CONTRACTOR shall do a walkover of the mini-park parcels immediately prior to the mowing operation and remove all litter material, including, but not limited to, bottles, cans and paper from the site.
- 1.1.11 CONTRACTOR shall leave, at the completion of the mowing operation, the surface of the parks free and clear of all large accumulations of grass clippings, and/or wet grass clumps leftover by the turf mowing equipment. CONTRACTOR

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

is encouraged to use mowing equipment that has a front or rear mounted grass catcher that is capable of removing such clipping.

- 1.1.12 CONTRACTOR shall not leave the surface of the parks with a windrow effect of grass clippings or a visible accumulation of grass clippings after each mowing operation. The County retains the discretion to determine the degree to which the grass clippings must be removed; however, the County will make a reasonable judgment on the extent of grass clipping removal.
- 1.1.13 CONTRACTOR shall empty trash cans weekly on Friday from each park.
 - 1.1.13.1 CONTRACTOR shall work with County point of contact to reschedule a designated trash pick-up day when scheduled Friday falls on a recognized holiday, such as Christmas or New Year's Day.
- 1.1.14 CONTRACTOR shall place appropriately sized trash liners in the trashcans after trash has been removed.
- 1.1.15 CONTRACTOR shall visually inspect the trashcans during the weekly/bi-weekly mowing operation to make sure the cans and lids are secure. Damaged, missing trashcans, or missing trashcan lids shall be reported to the County's point of contact.
- 1.1.16 CONTRACTOR shall maintain the frontage areas between the sidewalks and Portola Drive at Kelton Park, Sutherland Park and Lopp Park as part of the park maintenance during each mowing operation.
- 1.1.17 CONTRACTOR shall provide mini-park maintenance weekly during the months of March, April, May, June, July, August, September, October, and November and bi-weekly during the months of December, January, and February during the Agreement period as outlined in the attached Appendix 1 - Landscape Maintenance Pricing Schedule.

1.2 MAINTENANCE OF GREENBELT AND OPEN SPACE AREAS

- 1.2.1 CONTRACTOR shall maintain the native grasses and vegetation in the greenbelt and open space areas located in the Toro Park Estates, Serra Village, Toro Creek Estates, and Toro Sunshine Subdivisions. The specific locations of the greenbelt and open space areas are shown in the attached Appendix 2 - Work Location Maps.
- 1.2.2 Greenbelt and open space maintenance shall include, but is not limited to:
 - 1.2.2.1 Native grass mowing.
 - 1.2.2.2 Weed abatement along residential fence lines, drip lines of trees and shrubs, entry signs, and installed barriers.

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- 1.2.2.3 Pickup and removal of litter.
- 1.2.2.4 Maintenance of sidewalks and entryways leading into the open space areas, including, but not limited to, shrubs planted between the sidewalks and curb, along residential fence and property lines.
- 1.2.3 CONTRACTOR shall, during each of the regularly scheduled mowing periods, mow native grasses to a height of approximately three (3) inches.
- 1.2.4 CONTRACTOR shall do a walkover of the areas immediately prior to mowing and remove all downed limbs less than four (4) feet long and eight (8) inches in diameter that will interfere with the mowing operation.
- 1.2.5 CONTRACTOR shall pick up and remove all litter material, including, but not limited to, bottles, cans and paper, before mowing.
- 1.2.6 CONTRACTOR shall edge the sidewalks and entryways leading into the open space areas with an edging machine, such as a blade edger or equivalent, which cuts below the surface of the ground to a minimum depth of one (1) inch, but in no case, less than what is required to cut the plant or weed that is encroaching upon the sidewalk.
- 1.2.7 CONTRACTOR, in the course of vegetation maintenance and clearance along the sidewalks and entryways leading into the greenbelt and open space areas, shall:
 - 1.2.7.1 Prune all trees and/or shrubs planted between the sidewalks and residential fence lines to a minimum of eight (8) feet and thin all trees and/or shrubs in a manner that does not create canopy effect.
- 1.2.8 CONTRACTOR shall, after each daily increment of edging before continuing on to the next segment of sidewalk maintenance, sweep, blow free or remove all weed debris and/or dirt that accumulates on the sidewalks as a result of the edging.
- 1.2.9 CONTRACTOR shall remove all plant debris from the site immediately after the task has been completed.
- 1.2.10 CONTRACTOR may, on occasion, need to remove a major accumulation of plant or other waste material that will interfere with the mowing operation and is not included in this scope. A quote shall be submitted to the designated County contact. Work shall not begin until work is approved a written Notice to Proceed (NTP) is issued by the County.
- 1.2.11 CONTRACTOR shall provide greenbelt and open space maintenance four (4) times during the Agreement period as outlined in the attached Appendix 1 - Landscape Maintenance Pricing Schedule.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

1.2.12 CONTRACTOR shall complete work within a two (2)-week period for the open space mowing operation from the NTP date given to CONTRACTOR by the County.

1.2.12.1 Failure to complete the work within a two (2)-week timeframe shall result in a reduction of payment by twenty five percent (25%) for this service and the subsequent payment shall only be paid upon full completion of the work.

1.3 MAINTENANCE OF SIDEWALKS AND PLANT MATERIALS ALONG PORTOLA DRIVE

1.3.1 CONTRACTOR shall maintain the sidewalks and trim the plant material along the entire length of Portola Drive in Serra Village and Toro Parks Estates to the extent that the sidewalks cross over the greenbelt areas as shown on Appendix 2 - Work Location Maps.

1.3.2 CONTRACTOR, in the course of sidewalk maintenance, shall:

1.3.2.1 Edge the entire length of the sidewalks along Portola Drive with an edging machine, such as a blade edger or equivalent, which cuts below the surface of the ground to a minimum depth of one (1) inch, but in no case, less than what is required to cut the plant or weed that is encroaching upon the sidewalk.

1.3.2.2 Sweep, blow free or remove the weed debris and/or dirt that accumulates on the sidewalks as a result of the edging operation from the sidewalk after each daily increment of edging before continuing on to the next segment of sidewalk maintenance.

1.3.2.3 Remove all accumulated plant debris and/or dirt from overhanging trees or animal casting, not associated with the edging operation.

1.3.3 CONTRACTOR shall provide sidewalk maintenance four (4) times during the Agreement period as outlined in the attached Appendix 1- Landscape Maintenance Schedule.

1.3.4 CONTRACTOR, in the course of plant material maintenance and clearance, shall:

1.3.4.1 Prune all trees and/or shrubs planted between the sidewalks and residential fence lines to a minimum height of eight (8) feet and thin all trees and/or shrubs in a manner that does not create a canopy effect.

1.3.4.2 Prune any plant material that is found to be encroaching onto the sidewalk tread width, providing a clearance of twelve (12) inches on either side of the sidewalk unless otherwise directed by the County.

1.3.4.3 Prune all plant material according to accepted and best landscape maintenance practices.

1.3.4.4 Immediately remove all cut limbs that have the potential to cause injury to persons using the normal tread width of the sidewalks.

1.3.4.5 Sweep, blow free or remove the weed debris and/or dirt that accumulates on the sidewalks as a result of the edging operation from the sidewalk after each

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

daily increment of edging before continuing on to the next segment of sidewalk maintenance.

1.3.4.6 Remove all accumulated plant debris and/or dirt from overhanging trees or animal casting, not associated with the plant maintenance and clearance.

1.3.4.7 Remove all plant debris from the site immediately after the task has been completed.

1.3.5 CONTRACTOR shall provide plant material maintenance four (4) times during the Agreement period as outlined in the attached Appendix 1 - Landscape Maintenance Pricing Schedule.

1.4 MAINTENANCE OF TOREADOR MEDIAN ISLAND

1.4.1 CONTRACTOR shall maintain the Toreador Median Island in a weed free condition.

1.4.2 CONTRACTOR shall:

1.4.2.1 Thoroughly weed the median island by mechanical means. At the discretion of the County, CONTRACTOR may apply an appropriate chemical herbicide for maintenance purposes.

1.4.2.2 Prune the existing plant material and underbrush during the maintenance period to keep the plants from protruding beyond the median island curb line.

1.4.2.3 Remove dead or dying underbrush as required during the maintenance period.

1.4.2.4 Remove all plant debris from the site immediately after the task has been completed.

1.4.2.5 Prune all plant material according to accepted and best landscape maintenance practices.

1.4.3 CONTRACTOR shall provide maintenance of the Toreador Median Island four (4) times during the AGREEMENT period as outlined in the attached Appendix 1 - Landscape Maintenance Schedule.

1.5 SIDEWALK WEED CONTROL THROUGH CHEMICAL APPLICATION

1.5.1 CONTRACTOR shall maintain the edges of sidewalks along Portola Drive in Toro Park Estates, and curbs along open spaces in Serra Village through one (1) chemical application of a twelve (12)-month extended control herbicide.

1.5.2 CONTRACTOR shall advise the County as to the most appropriate time to apply the herbicides.

1.5.3 CONTRACTOR shall notify the County a minimum of seven (7) days in advance of the chemical applications.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- 1.5.3.1 CONTRACTOR's failure to submit such written notification shall be grounds for non-payment for this service.
- 1.5.3.2 CONTRACTOR shall secure confirmation from County that written notice was properly delivered to County prior to making the chemical applications.
- 1.5.4 CONTRACTOR shall apply the chemical herbicides on both sides of the sidewalks, in Toro Park Estates and Serra Village, that are located within the County's greenbelt area.
 - 1.5.4.1 The application of chemical herbicide between the sidewalk and road shall be a uniform wide of twelve (12) inches from the edge of the sidewalk.
 - 1.5.4.2 The application of chemical herbicide between the sidewalk and the fence lines shall be the full width of the open space.
- 1.5.5 CONTRACTOR shall apply the selected chemical in accordance with the manufacturer's recommendations and will exercise due caution and care when applying the chemicals in and around public places.
- 1.5.6 CONTRACTOR shall possess a valid Pest Control Operators license as issued by the Department of Pesticide Regulation, State of California, during the term of this Agreement. CONTRACTOR shall perform all safety functions in accordance with these regulations.

1.6 TURF FERTILIZATION APPLICATIONS

- 1.6.1 CONTRACTOR shall fertilize all parks in CSA 15 on a scheduled basis to provide for a healthy and viable turf growing condition. CONTRACTOR shall fertilize the parks through two (2) applications that are acceptable to the County and consistent with best management practices for turf fertilization.
- 1.6.2 CONTRACTOR shall:
 - 1.6.2.1 Use an all-purpose turf fertilizer, such as 21-7-14, in the first application, in accordance with the manufacturer's recommendations. CONTRACTOR shall advise the County as to the most appropriate time to apply the fertilizer.
 - 1.6.2.2 Use an appropriate fertilizer that continues to provide for a healthy and viable turf growing condition in the second application, in accordance with the manufacturer's recommendations. CONTRACTOR shall advise the County as to the most appropriate time to apply the fertilizer.
- 1.6.3 CONTRACTOR shall submit a written schedule that lists the type and brand name of fertilizer to be used and the date when the fertilizer will be applied.
- 1.6.4 CONTRACTOR shall notify the County a minimum of seven (7) days in advance of the fertilizer application.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

1.6.4.1 Failure to submit such written notification shall be grounds for non-payment for this service. It shall be the responsibility of the CONTRACTOR to secure confirmation from County that written notice was properly delivered to County prior to making the fertilizer applications.

1.6.5 CONTRACTOR shall apply the selected turf fertilizer in accordance with the manufacturer's recommendations and shall exercise due caution and care when applying chemicals in and around public places.

1.7 IRRIGATION SYSTEM MAINTENANCE

1.7.1 CONTRACTOR shall regularly monitor, test and insure proper time clock operations on irrigation system components of the four mini-parks (Kelton, Ferdinand, Sutherland and Lopp Parks) and the open-spaced component of Serra Village.

1.7.2 CONTRACTOR shall monitor the irrigation sprinkler system to ensure watering times are properly programmed to use the least amount of water necessary based on seasonal requirements. Sprinkler heads shall be adjusted to maximize the effective use of water on landscaping and to minimize overflow onto sidewalk, roadways, and other non-turf areas.

1.7.3 CONTRACTOR shall notify County of any minor maintenance work identified as being necessary as a result of inspections, including a proposed cost of repair. Upon written approval of County CONTRACTOR shall complete all minor maintenance work identified as being necessary as a result of inspections or, otherwise, brought to the attention of the CONTRACTOR. Such maintenance work shall include but shall not be limited to replacement of broken or defective irrigation pipe sections, sprinkler heads, timers or minor valves.

1.8 WORKMANSHIP

1.8.1 All work shall be performed in a professional manner by skilled, experienced workers and be familiar with all best management practices for landscape maintenance.

1.8.2 Employees shall be in uniform or other identifying attire, with clearly designated vehicle bearing the company name.

1.9 ADDITIONAL WORK PROVISIONS

1.9.1 The County shall pay for all utilities. The County will arrange for access to water and power, if required. 1.9.2 CONTRACTOR shall furnish all labor and equipment required to fulfill the Agreement at no additional expense to the County.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

1.9.3 Emergency Work:

1.9.3.1 The County, occasionally, when authorizing emergency work that affects the health and safety of the local residents, requires additional work to be performed and/or materials to be purchased and is not within the scope of this Agreement. Such authorization for services may include, but is not limited to:

- 1.9.3.1.1 Tree and brush trimming/removal;
- 1.9.3.1.2 Debris removal including dump fees; and
- 1.9.3.1.3 Installation of minor structural projects and landscape improvements and enhancements to the open space area.

County and CONTRACTOR shall negotiate all costs related to the above items prior to the approval of the emergency work/project. Payment shall be made through a separate Purchase Order (PO).

A.2 CONTRACTOR shall produce the following deliverables (written reports, etc.) by the dates indicated below:

Deliverable	Due Date
Completed backflow prevention device reports required by Cal Water for annual inspections w	Annually As Requested

All written reports required under this Agreement shall be delivered electronically and in hardcopy to the following individual and in accordance with the schedule above.

Mitchell Vernon, Project Manager I
 County of Monterey, Department of Public Works, Facilities, & Parks
 1441 Schilling Place, South 2nd Floor
 Salinas, California 93901-4527
 Email: VernonM@co.monterey.ca.us

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$146,670**, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following rates in Appendix 1 – Landscape Maintenance Pricing Schedule or in accordance with the following terms:

No travel reimbursement shall be allowed during this Agreement.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than general prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars (\$1,000).

Sales Tax rate as per current California State Board of Equalization City and County Sales Tax rates.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to 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 Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name, and/or services, and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities, & Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@co.monterey.ca.us.

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

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County 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.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**APPENDIX 1 - LANDSCAPE MAINTENANCE PRICING SCHEDULE**

ITEM	JOB DESCRIPTION	FREQUENCY	TOTAL COST
1.1	Mini-Park Maintenance	<u>Weekly</u> October, November, March, April, May, June, July, August and September <u>Bi-Weekly</u> December, January, and February	\$1,295.- p/mo
		Subtotal	\$ 15,540.-
1.2	Maintenance of Greenbelt and Open Space Areas	Four (4) times per year: March, May, June, and October (Dates may be adjusted depending on seasonal conditions)	\$ 5985.-
		Subtotal	\$ 23,940.-
1.3	Maintenance of Sidewalks and Plant Materials along Portola Drive	Four (4) times per year: March, May, June, and October (Dates may be adjusted depending on seasonal conditions)	\$1,130.-
		Subtotal	\$ 4,520.-
1.4	Maintenance of Toreador Median Island	Four (4) times per year: March, May, June, and October (Dates may be adjusted depending on seasonal conditions)	\$ 130.-
		Subtotal	\$ 520.-
1.5	Sidewalk Weed Control Through Chemical Application	One (1) time per year: March (Dates may be adjusted depending on seasonal conditions and Contractor recommendation)	\$1,530.-
		Subtotal	\$ 1,530.-
1.6	Turf Fertilization	Two (2) times per year: April and October (Dates may be adjusted depending on seasonal conditions and Contractor recommendation)	\$ 920.-
		Subtotal	\$ 1,840.-
1.7	Irrigation System Maintenance	As Needed	\$1,000.00
		Subtotal	\$ 1,000.00
		TOTAL COST	\$ 48,890.-

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

APPENDIX 2

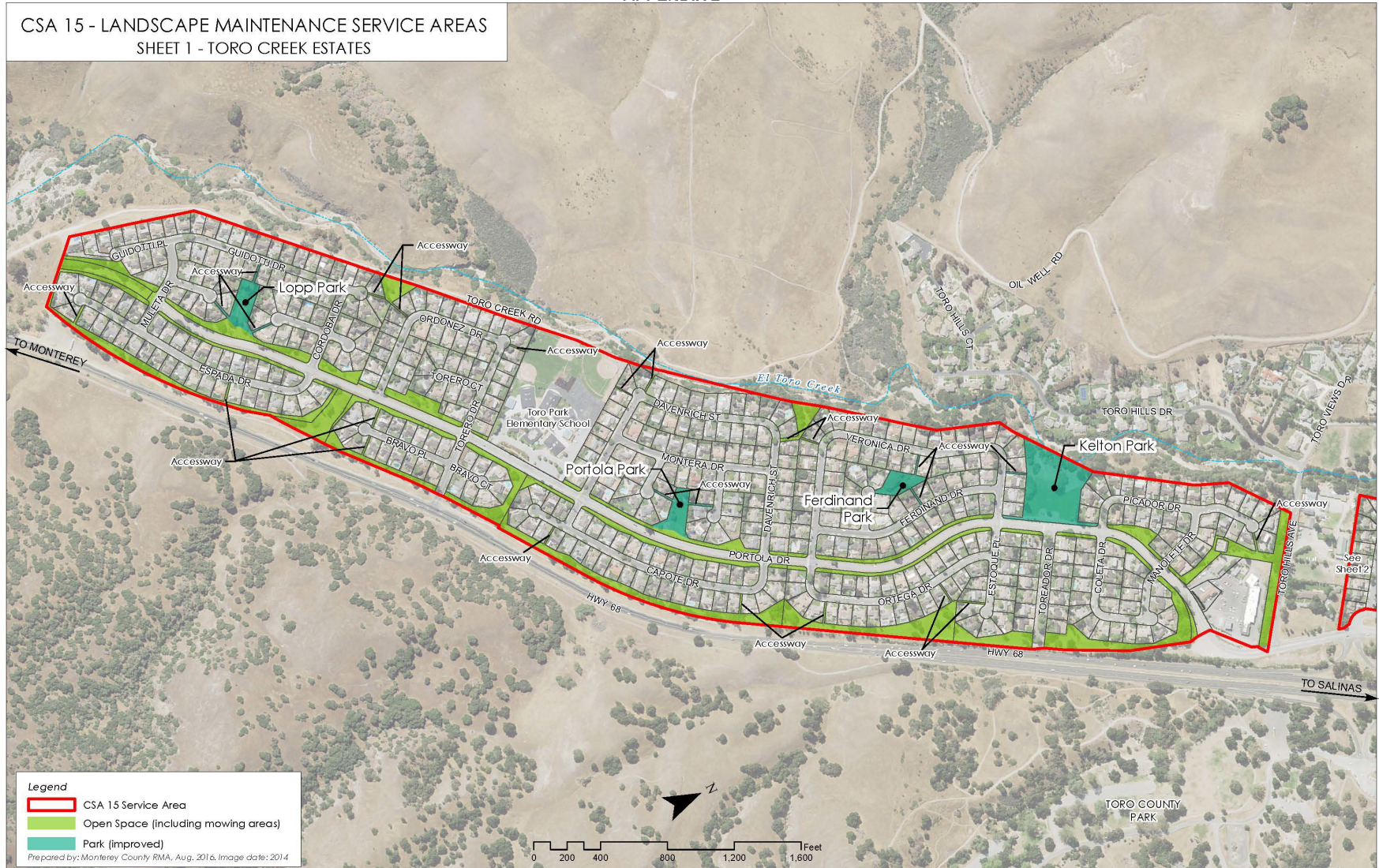
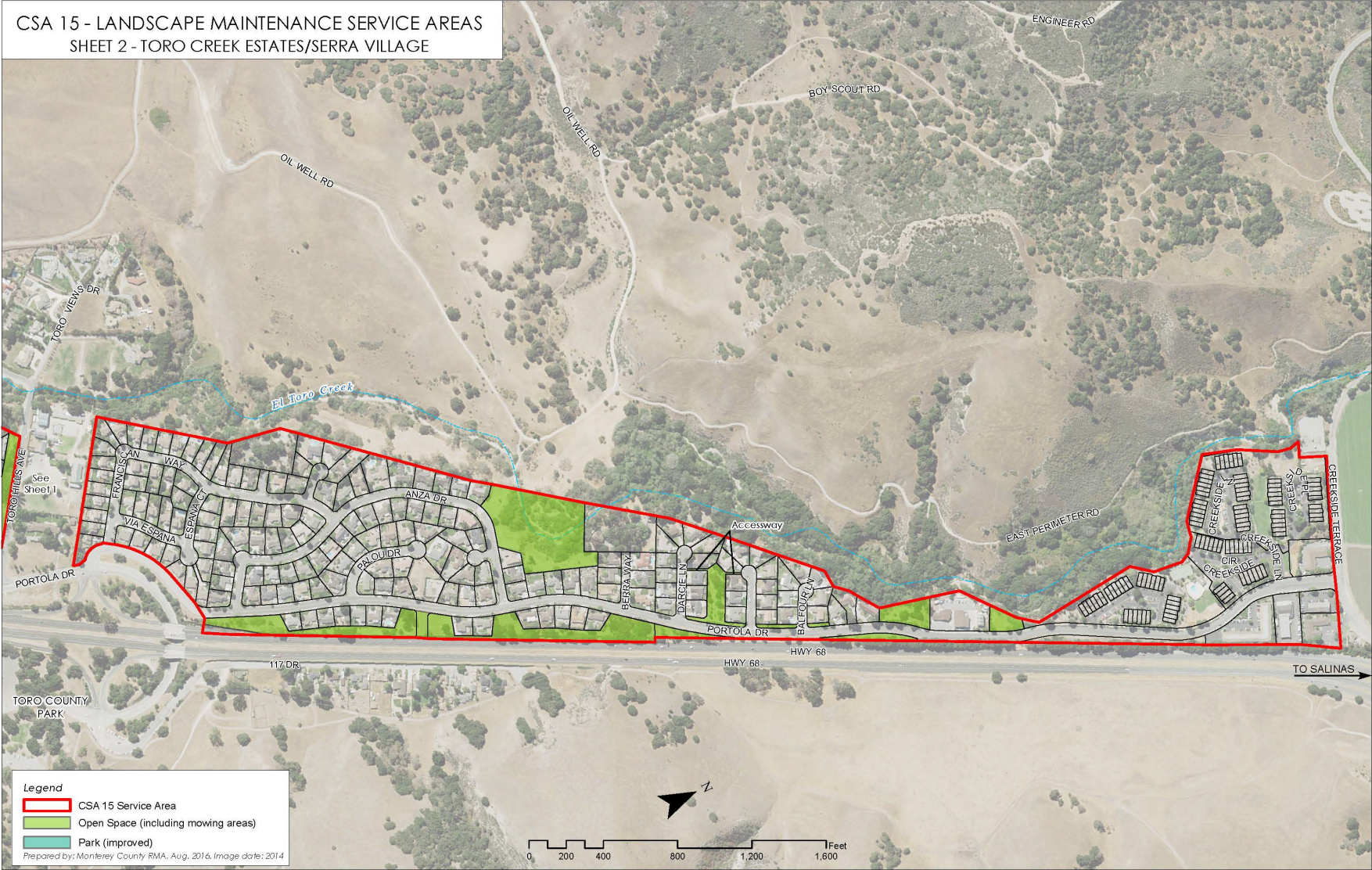


EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS



**EXHIBIT B – INCORPORATION OF RFP #10835, ADDENDUM NO 1 TO RFP #10835,
AND PROPOSAL DOCUMENTS**

The County invited submittals to Request for Proposals (RFP) through RFP #10835, to provide landscape and open space maintenance services for County Service Area (CSA) 15 – Toro Park & Serra Village. Smith & Enright Landscaping, Inc. submitted a responsive and responsible Proposal to perform the services listed in RFP #10835. County selected Smith & Enright Landscaping, Inc. to provide these landscape and open space services for CSA 15 – Toro Park & Serra Village.

RFP #10835, including Addendum No. 1 to RFP #10835, and the Proposal submitted by Smith & Enright Landscaping, Inc. are hereby incorporated into this Agreement by this reference.

1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
(831) 755-4800

Proposals Due: **3:00 p.m. PST, Monday, April 4, 2022**

DocuSigned by:

Mary Grace Perry

A1933B26717442..MARY GRACE PERRY

3/8/2022 | 5:04 PM PST

Date _____

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The County of Monterey Department of Public Work, Facilities and Parks (PWFP) is soliciting written proposals from qualified companies hereinafter referred to as “CONTRACTOR”, to provide landscape and open space maintenance services for County Service Area No. 15 hereinafter referred to as “CSA 15”, which encompasses Toro Park Estates, Serra Village, Toro Creek Estates and Toro Sunshine. These proposals will be evaluated to select a CONTRACTOR to negotiate an AGREEMENT with the County.
- 1.2 This solicitation is intended for a single, exclusive AGREEMENT.

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. CSA 15 is located approximately five (5) miles southwest of the county seat, Salinas, off of Highway 68.
- 2.2 This Request for Proposals (RFP) #10835, is for one (1) Agreement with the COUNTY. The purpose of this Agreement is to provide the County with the necessary qualified resources to maintain open improved park and unimproved open space areas. Maintenance is to be performed as defined in Section 5.0, Scope of Services. Each proposal shall specify each and every item as set forth in the attached specifications.
- 2.3 PWFP administers a service area landscape maintenance agreement which provides for basic services such as mowing and maintenance of mini-park turf, mowing of native grasses in open space areas, weed abatement, vegetation trimming, sidewalk edging, and park turf and irrigation maintenance. Specific equipment is needed for large acreage mowing, as well as for walkways, sidewalk, and mini-parks maintenance.
- 2.4 RFP #10835 replaces the current RFP #10596 for Landscape and Open Space Maintenance Services in CSA 15.

3.0 CALENDAR OF EVENTS

3.1	Release RFP	March 10, 2022
3.2	Mandatory Pre-Proposal Meeting/Site Visit	9:00 am, PST, Thursday, March 17, 2022
3.3	Deadline for Written Questions	3:00 pm, PST, Monday, March 21, 2022
3.4	Posted Response to Written Questions	5:00 pm, PST, Monday, March 28, 2022
3.5	Proposal Submittal Deadline	3:00 pm, PST, Monday, April 4, 2022
3.6	Estimated Notification of Selection	April 15, 2022
3.7	Estimated AGREEMENT Date	May 1, 2022

This schedule is subject to change as necessary.

- 3.8 **FUTURE ADDENDA:** CONTRACTORS who received notification of this solicitation by means other than through a County 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 THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the PWFP Projects Out to Bid webpage at <https://www.co.monterey.ca.us/government/departments-i-z/public-works-facilities-parks/public-works/projects-out-to-bid>. Addenda will be posted on the webpage the day they are released.

- 3.9 **MANDATORY PRE-PROPOSAL MEETING/SITE VISIT:** Only CONTRACTOR(s) who attend the **mandatory** pre-proposal meeting/site visit (pre-meeting) will be eligible to submit Proposals for this RFP. The pre-proposal meeting/site visit will begin at **9:00 a.m. on Thursday, March 17, 2022, at the unpaved parking lot across from the 7-Eleven (located at 22760 Portola Drive, Salinas, CA 93908-1119) off of Portola Drive in the Toro Park area in Salinas.** Those interested in submitting a Proposal are required to attend this **mandatory** pre-meeting. A thorough orientation will be given regarding what will be expected of the CONTRACTOR. The purpose of this pre-meeting is to field questions and orient prospective CONTRACTORS. No presentations are required or permitted at this pre-meeting/site visit. Please indicate your intent to attend this pre-meeting by sending an email response to Lynette Redman, Management Analyst III for PWFP Special Districts, at RedmanL@co.monterey.ca.us with a copy to Maribel Zendejas at zendejasm@co.monterey.ca.us. When submitting an email response, please identify RFP #10835.

4.0 COUNTY POINT OF CONTACT

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

Maribel Zendejas, Management Analyst II
County of Monterey
Department of Public Works, Facilities, & Parks
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Phone: (831) 755-5304
Email: zendejasm@co.monterey.ca.us

- 4.2 All questions regarding this solicitation shall be submitted in writing (Email acceptable and preferable). When submitting questions, please identify RFP #10835. Questions will be researched, and answers will be posted on the PWWP Projects Out to Bid webpage at <https://www.co.monterey.ca.us/government/departments-i-z/public-works-facilities-parks/public-works/projects-out-to-bid> by the 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 SERVICES

5.1 MINI-PARK MAINTENANCE

- 5.1.1 CONTRACTOR shall maintain the four (4) mini-parks, sidewalks, entryways and frontage areas leading into the mini-parks in a park-like manner. The specific locations of the four (4) parks are located in the Toro Park Estates Subdivision as shown in Appendix 2 - Work Location Maps.
- 5.1.2 The four (4) designated mini-parks are as follows:
- 5.1.2.1 Kelton Park
 - 5.1.2.2 Ferdinand Park
 - 5.1.2.3 Sutherland Park
 - 5.1.2.4 Lopp Park
- 5.1.3 CONTRACTOR shall:
- 5.1.3.1 Regularly schedule turf-mowing operations as outlined in 5.1.5.
 - 5.1.3.2 Trim trees, shrubbery and groundcover within the park as needed to sustain an attractive and healthy plant that is characteristic for the species.

- 5.1.3.3 Abate weeds around fence lines, signs, benches, play equipment and installed barriers.
- 5.1.3.4 Edge the sidewalks, entryways and frontage areas leading into the parks with an edging machine, such as a blade edger or equivalent, which cuts below the surface of the ground to a minimum depth of one (1) inch, but in no case, less than what is required to cut the plant or weed that is encroaching upon the sidewalk.
- 5.1.3.5 Abate weeds by either mechanical or chemical means. CONTRACTOR shall not substitute chemical weed abatement in place of the edging operation.
- 5.1.3.6 Fertilize turf.
- 5.1.3.7 Visually inspect the structural components of each park during the appointed task and notify the County if any component is in need of repair and/or maintenance.
- 5.1.3.8 Rake the depressed areas within each of the play equipment borders.
- 5.1.3.9 Re-level the areas to a common grade after each regularly scheduled turf grass mowing.
- 5.1.4 CONTRACTOR shall mow park all parks on Friday during the weekly or biweekly scheduled maintenance period, unless otherwise agreed upon by the County or due to extenuating circumstances such as inclement weather.
 - 5.1.4.1 CONTRACTOR shall provide notice in writing by letter or email whenever any inclement conditions preclude mowing. CONTRACTOR shall not be paid for such canceled mowing.
 - 5.1.4.2 CONTRACTOR shall work with County point of contact to reschedule a designated mowing day when scheduled Friday falls on a recognized holiday, such as Christmas or New Year's Day.
- 5.1.5 CONTRACTOR shall mow park turf grass on Fridays as follows:
 - 5.1.5.1 Weekly: October, November, March, April, May, June, July, August, and September.
 - 5.1.5.2 Bi-Weekly: December, January, and February
- 5.1.6 CONTRACTOR shall cut the turf grass at the lowest setting allowed by the mower to prevent a scalping condition of the turn grass.
- 5.1.7 CONTRACTOR shall establish a watering cycle that will sustain a healthy and functional landscape while- conserving water resources.
- 5.1.8 During the winter or rainy periods, CONTRACTOR may be asked to reduce the watering schedule to prevent over watering of the turf grass or to place the irrigation control system on a standby position.
- 5.1.9 CONTRACTOR shall, at each mini-park, implement regular inspections of all irrigation systems to identify readily apparent problems that will reduce system performance and overall irrigation efficiency. The inspection shall include, but not be limited to, obvious over-watering and/or under-watering, ponding, broken components, spray misdirected/overspray, sunken heads, heads not vertical, heads not operating properly, clogged nozzles/emitters, worn nozzles/emitters and unequal discharge rates. An inspection report shall be submitted to the County and shall include a description of recommended remedies to any problems.

- 5.1.10 CONTRACTOR shall do a walkover of the mini-park parcels immediately prior to the mowing operation and remove all litter material, including, but not limited to, bottles, cans and paper from the site.
- 5.1.11 CONTRACTOR shall leave, at the completion of the mowing operation, the surface of the parks free and clear of all large accumulations of grass clippings, and/or wet grass clumps leftover by the turf mowing equipment. CONTRACTOR is encouraged to use mowing equipment that has a front or rear mounted grass catcher that is capable of removing such clipping.
- 5.1.12 CONTRACTOR shall not leave the surface of the parks with a windrow effect of grass clippings or a visible accumulation of grass clippings after each mowing operation. The County retains the discretion to determine the degree to which the grass clippings must be removed; however, the County will make a reasonable judgment on the extent of grass clipping removal.
- 5.1.13 CONTRACTOR shall empty trash cans weekly on Friday from each park.
 - 5.1.13.1 CONTRACTOR shall work with County point of contact to reschedule a designated trash pick-up day when scheduled Friday falls on a recognized holiday, such as Christmas or New Year's Day.
- 5.1.14 CONTRACTOR shall place appropriately sized trash liners in the trashcans after trash has been removed.
- 5.1.15 CONTRACTOR shall visually inspect the trashcans during the weekly/bi-weekly mowing operation to make sure the cans and lids are secure. Damaged, missing trashcans, or missing trashcan lids shall be reported to the County's point of contact.
- 5.1.16 CONTRACTOR shall maintain the frontage areas between the sidewalks and Portola Drive at Kelton Park, Sutherland Park and Lopp Park as part of the park maintenance during each mowing operation.
- 5.1.17 CONTRACTOR shall provide mini-park maintenance weekly during the months of March, April, May, June, July, August, September, October, and November and bi-weekly during the months of December, January, and February during the AGREEMENT period as outlined in Appendix 1 - Landscape Maintenance Pricing Schedule, attached and incorporated by this reference.

5.2 MAINTENANCE OF GREENBELT AND OPEN SPACE AREAS

- 5.2.1 CONTRACTOR shall maintain the native grasses and vegetation in the greenbelt and open space areas located in the Toro Park Estates, Serra Village, Toro Creek Estates, and Toro Sunshine Subdivisions. The specific locations of the greenbelt and open space areas are shown in Appendix 2 - Work Location Maps.
- 5.2.2 Greenbelt and open space maintenance shall include, but is not limited to:
 - 5.2.2.1 Native grass mowing.
 - 5.2.2.2 Weed abatement along residential fence lines, drip lines of trees and shrubs, entry signs, and installed barriers.
 - 5.2.2.3 Pickup and removal of litter.

- 5.2.2.4 Maintenance of sidewalks and entryways leading into the open space areas, including, but not limited to, shrubs planted between the sidewalks and curb, along residential fence and property lines.
- 5.2.3 CONTRACTOR shall, during each of the regularly scheduled mowing periods, mow native grasses to a height of approximately three (3) inches.
- 5.2.4 CONTRACTOR shall do a walkover of the areas immediately prior to mowing and remove all downed limbs less than four (4) feet long and eight (8) inches in diameter that will interfere with the mowing operation.
- 5.2.5 CONTRACTOR shall pick up and remove all litter material, including, but not limited to, bottles, cans and paper, before mowing.
- 5.2.6 CONTRACTOR shall edge the sidewalks and entryways leading into the open space areas with an edging machine, such as a blade edger or equivalent, which cuts below the surface of the ground to a minimum depth of one (1) inch, but in no case, less than what is required to cut the plant or weed that is encroaching upon the sidewalk.
- 5.2.7 CONTRACTOR, in the course of vegetation maintenance and clearance along the sidewalks and entryways leading into the greenbelt and open space areas, shall:
- 5.2.7.1 Prune all trees and/or shrubs planted between the sidewalks and residential fence lines to a minimum of eight (8) feet and thin all trees and/or shrubs in a manner that does not create canopy effect.
- 5.2.8 CONTRACTOR shall, after each daily increment of edging before continuing on to the next segment of sidewalk maintenance, sweep, blow free or remove all weed debris and/or dirt that accumulates on the sidewalks as a result of the edging.
- 5.2.9 CONTRACTOR shall remove all plant debris from the site immediately after the task has been completed.
- 5.2.10 CONTRACTOR may, on occasion, need to remove a major accumulation of plant or other waste material that will interfere with the mowing operation and is not included in this scope. A quote shall be submitted to the designated County contact. Work shall not begin until work is approved a written Notice to Proceed (NTP) is issued by the County.
- 5.2.11 CONTRACTOR shall provide greenbelt and open space maintenance four (4) times during the AGREEMENT period as outlined in Appendix 1 - Landscape Maintenance Pricing Schedule.
- 5.2.12 CONTRACTOR shall complete work within a two (2)-week period for the open space mowing operation from the NTP date given to CONTRACTOR by the County.
- 5.2.12.1 Failure to complete the work within a two (2)-week timeframe shall result in a reduction of payment by twenty five percent (25%) for this service and the subsequent payment shall only be paid upon full completion of the work.

5.3 MAINTENANCE OF SIDEWALKS AND PLANT MATERIALS ALONG PORTOLA DRIVE

- 5.3.1 CONTRACTOR shall maintain the sidewalks and trim the plant material along the entire length of Portola Drive in Serra Village and Toro Parks Estates to the extent that the sidewalks cross over the greenbelt areas as shown on Appendix 2 - Work Location Maps, attached and incorporated by this reference.
- 5.3.2 CONTRACTOR, in the course of sidewalk maintenance, shall:
 - 5.3.2.1 Edge the entire length of the sidewalks along Portola Drive with an edging machine, such as a blade edger or equivalent, which cuts below the surface of the ground to a minimum depth of one (1) inch, but in no case, less than what is required to cut the plant or weed that is encroaching upon the sidewalk.
 - 5.3.2.2 Sweep, blow free or remove the weed debris and/or dirt that accumulates on the sidewalks as a result of the edging operation from the sidewalk after each daily increment of edging before continuing on to the next segment of sidewalk maintenance.
 - 5.3.2.3 Remove all accumulated plant debris and/or dirt from overhanging trees or animal casting, not associated with the edging operation.
- 5.3.3 CONTRACTOR shall provide sidewalk maintenance four (4) times during the AGREEMENT period as outlined in Appendix 1- Landscape Maintenance Schedule.
- 5.3.4 CONTRACTOR, in the course of plant material maintenance and clearance, shall:
 - 5.3.4.1 Prune all trees and/or shrubs planted between the sidewalks and residential fence lines to a minimum height of eight (8) feet and thin all trees and/or shrubs in a manner that does not create a canopy effect.
 - 5.3.4.2 Prune any plant material that is found to be encroaching onto the sidewalk tread width, providing a clearance of twelve (12) inches on either side of the sidewalk unless otherwise directed by the County.
 - 5.3.4.3 Prune all plant material according to accepted and best landscape maintenance practices.
 - 5.3.4.4 Immediately remove all cut limbs that have the potential to cause injury to persons using the normal tread width of the sidewalks.
 - 5.3.4.5 Sweep, blow free or remove the weed debris and/or dirt that accumulates on the sidewalks as a result of the edging operation from the sidewalk after each daily increment of edging before continuing on to the next segment of sidewalk maintenance.
 - 5.3.4.6 Remove all accumulated plant debris and/or dirt from overhanging trees or animal casting, not associated with the plant maintenance and clearance.
 - 5.3.4.7 Remove all plant debris from the site immediately after the task has been completed.
- 5.3.5 CONTRACTOR shall provide plant material maintenance four (4) times during the AGREEMENT period as outlined in Appendix 1 - Landscape Maintenance Pricing Schedule.

5.4 MAINTENANCE OF TOREADOR MEDIAN ISLAND

- 5.4.1 CONTRACTOR shall maintain the Toreador Median Island in a weed free condition.
- 5.4.2 CONTRACTOR shall:
 - 5.4.2.1 Thoroughly weed the median island by mechanical means. At the discretion of the County, CONTRACTOR may apply an appropriate chemical herbicide for maintenance purposes.
 - 5.4.2.2 Prune the existing plant material and underbrush during the maintenance period to keep the plants from protruding beyond the median island curb line.
 - 5.4.2.3 Remove dead or dying underbrush as required during the maintenance period.
 - 5.4.2.4 Remove all plant debris from the site immediately after the task has been completed.

5.4.2.5 Prune all plant material according to accepted and best landscape maintenance practices.

5.4.3 CONTRACTOR shall provide maintenance of the Toreador Median Island four (4) times during the AGREEMENT period as outlined in Appendix 1 - Landscape Maintenance Schedule.

5.5 SIDEWALK WEED CONTROL THROUGH CHEMICAL APPLICATION

5.5.1 CONTRACTOR shall maintain the edges of sidewalks along Portola Drive in Toro Park Estates, and curbs along open spaces in Serra Village through one (1) chemical application of a twelve (12)-month extended control herbicide.

5.5.2 CONTRACTOR shall advise the County as to the most appropriate time to apply the herbicides.

5.5.3 CONTRACTOR shall notify the County a minimum of seven (7) days in advance of the chemical applications.

5.5.3.1 CONTRACTOR's failure to submit such written notification shall be grounds for non-payment for this service.

5.5.3.2 CONTRACTOR shall secure confirmation from County that written notice was properly delivered to County prior to making the chemical applications.

5.5.4 CONTRACTOR shall apply the chemical herbicides on both sides of the sidewalks, in Toro Park Estates and Serra Village, that are located within the County's greenbelt area.

5.5.4.1 The application of chemical herbicide between the sidewalk and road shall be a uniform wide of twelve (12) inches from the edge of the sidewalk.

5.5.4.2 The application of chemical herbicide between the sidewalk and the fence lines shall be the full width of the open space.

5.5.5 CONTRACTOR shall apply the selected chemical in accordance with the manufacturer's recommendations and will exercise due caution and care when applying the chemicals in and around public places.

5.5.6 CONTRACTOR shall possess a valid Pest Control Operators license as issued by the Department of Pesticide Regulation, State of California, during the term of this AGREEMENT. CONTRACTOR shall perform all safety functions in accordance with these regulations.

5.6 TURF FERTILIZATION APPLICATIONS

5.6.1 CONTRACTOR shall fertilize all parks in CSA 15 on a scheduled basis to provide for a healthy and viable turf growing condition. CONTRACTOR shall fertilize the parks through two (2) applications that are acceptable to the County and consistent with best management practices for turf fertilization.

5.6.2 CONTRACTOR shall:

5.6.2.1 Use an all-purpose turf fertilizer, such as 21-7-14, in the first application, in accordance with the manufacturer's recommendations. CONTRACTOR shall advise the County as to the most appropriate time to apply the fertilizer.

5.6.2.2 Use an appropriate fertilizer that continues to provide for a healthy and viable turf growing condition in the second application, in accordance with the manufacturer's recommendations. CONTRACTOR shall advise the County as to the most appropriate time to apply the fertilizer.

- 5.6.3 CONTRACTOR shall submit a written schedule that lists the type and brand name of fertilizer to be used and the date when the fertilizer will be applied.
- 5.6.4 CONTRACTOR shall notify the County a minimum of seven (7) days in advance of the fertilizer application.
 - 5.6.4.1 Failure to submit such written notification shall be grounds for non-payment for this service. It shall be the responsibility of the CONTRACTOR to secure confirmation from County that written notice was properly delivered to County prior to making the fertilizer applications.
- 5.6.5 CONTRACTOR shall apply the selected turf fertilizer in accordance with the manufacturer's recommendations and shall exercise due caution and care when applying chemicals in and around public places.

5.7 IRRIGATION SYSTEM MAINTENANCE

- 5.7.1 CONTRACTOR shall regularly monitor, test and insure proper time clock operations on irrigation system components of the four mini-parks (Kelton, Ferdinand, Sutherland and Lopp Parks) and the open-spaced component of Serra Village.
- 5.7.2 CONTRACTOR shall monitor the irrigation sprinkler system to ensure watering times are properly programmed to use the least amount of water necessary based on seasonal requirements. Sprinkler heads shall be adjusted to maximize the effective use of water on landscaping and to minimize overflow onto sidewalk, roadways, and other non-turf areas.
- 5.7.3 CONTRACTOR shall notify County of any minor maintenance work identified as being necessary as a result of inspections, including a proposed cost of repair. Upon written approval of County CONTRACTOR shall complete all minor maintenance work identified as being necessary as a result of inspections or, otherwise, brought to the attention of the CONTRACTOR. Such maintenance work shall include but shall not be limited to replacement of broken or defective irrigation pipe sections, sprinkler heads, timers or minor valves.

5.8 WORKMANSHIP

- 5.8.1 All work shall be performed in a professional manner by skilled, experienced workers and be familiar with all best management practices for landscape maintenance.
- 5.8.2 Employees shall be in uniform or other identifying attire, with clearly designated vehicle bearing the company name.

5.9 ADDITIONAL WORK PROVISIONS

- 5.9.1 The County shall pay for all utilities. The County will arrange for access to water and power, if required.
- 5.9.2 CONTRACTOR shall furnish all labor and equipment required to fulfill the AGREEMENT at no additional expense to the County.
- 5.9.3 Emergency Work:
 - 5.9.3.1 The County, occasionally, when authorizing emergency work that affects the health and safety of the local residents, requires additional work to be performed and/or materials to be purchased and is not within the scope of this AGREEMENT. Such authorization for services may include, but is not limited to:

- 5.9.3.1.1 Tree and brush trimming/removal;
- 5.9.3.1.2 Debris removal including dump fees;
- 5.9.3.1.3 Installation of minor structural projects and landscape improvements and enhancements to the open space area;

The County and CONTRACTOR shall negotiate all costs related to the above items prior to the approval of the emergency work/project. Payment shall be made through a separate purchase order.

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) additional one (1) year period(s).
- 6.2 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.
- 6.3 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety (90) days prior to the expiration of the AGREEMENT.
 - 6.3.1 Both parties shall agree upon rate extension(s) or changes in writing.
 - 6.3.2 The County is not required to state a reason if it elects not to renew.

7.0 INSPECTIONS

- 7.1 CONTRACTOR shall, upon fulfilling the monthly landscape maintenance requirements, notify PWFP and request an on-site inspection of all work performed by CONTRACTOR.

8.0 REQUIRED CONTENT/FORMAT OF PROPOSAL

8.1 CONTENT AND LAYOUT:

- 8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed services. The proposal 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:

Proposal Package Layout Organize and Number Sections as Follows:

Section 1	COVER LETTER (INCLUDING CONTACT/FIRM INFORMATION)
	SIGNED SIGNATURE PAGE
	SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PRE-QUALIFICATIONS/LICENSING REQUIREMENTS

Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 5	PRICING
Section 6	EXCEPTIONS
Section 7	APPENDIX

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding the equivalent of two (2) single-sided pages and should provide information as follows:

Contact Information: The name, title, address, and telephone number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Information: Description of the type of organization (e.g., corporation, partnership, including joint venture teams and subcontractors) and how many years it has been in existence.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation): Proposal packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors must 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.

Table of Contents**Section 2 Pre-Qualifications/Licensing Requirements:**

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications and licensing requirements (Pest Control Operators license as issued by the Department of Pesticide Regulation, State of California) during the term of this AGREEMENT. CONTRACTOR shall perform all safety functions in accordance with those regulations.

Section 3 Project Experience & References:

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

Experience & References: CONTRACTOR shall describe at least three (3) similar projects for which it provided services similar to the Scope of Services described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

Section 4 Environmental Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to in the course of doing business as relevant to County's Climate-Friendly Purchasing Policy attached hereto as Appendix 3 and incorporated by this reference.

CONTRACTOR shall indicate whether or not it is a "Green Certified" business and state which governing authority administered the certification.

Section 5 Pricing:

CONTRACTOR shall complete Appendix 1 – Landscape Maintenance Pricing Schedule to include prices for all components listed in that schedule. The Irrigation System Maintenance component shall be in the amount of \$1,000 as shown in Appendix 1.

Section 6 Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY COUNTY RFP #10835”. 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 7 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.

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

- 8.2.1 Four (4) sets of the proposal package (one [1] original proposal marked “Original” plus three [3] hard copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFP #10835”. In addition, submit one (1) electronic version of the entire proposal package on a USB memory stick. Additional copies may be requested by the County at its discretion.
- 8.2.2 Proposal packages shall be prepared on 8-1/2” x 11” paper, preferably 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 a similar correction product 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. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining three (3) 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 OR PROPRIETARY CONTENT:** Any page of the proposal package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: “RFP #10835 and CONTRACTOR’S NAME”.
- 9.2 Mailing Address: Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 9.3 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 on or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 9.4 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.
- 9.5 Acceptance: Proposals are subject to acceptance at any time within ninety (90) days after opening. County reserves the right to reject any and 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.
- 9.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey. 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”.
- 9.7 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.
- 9.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

10.0 SELECTION CRITERIA

- 10.1 The selection of CONTRACTOR and subsequent AGREEMENT award will be based on the criteria contained in this solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient 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.
- 10.2 The selection criteria shall include, but is not limited to, the following:
- 10.2.1 Ability of the CONTRACTOR to demonstrate direct experience providing landscape maintenance.

- 10.2.2 Ability of the CONTRACTOR to provide the services as described within the RFP to the specific geographic areas in question. Proximity of other business operations, including CONTRACTOR'S "home base" will be a factor.
- 10.2.3 Whether or not the CONTRACTOR is local. Preference will be given to local contractors that are certified as such.
- 10.2.4 Ability of CONTRACTOR to provide services at competitive rates. CONTRACTOR shall complete Appendix 1 – Landscape Maintenance Pricing Schedule (Fee Schedule) and submit in their proposal.
- 10.2.5 Extent of personnel and equipment to be provided under this AGREEMENT. County shall be given an opportunity to inspect CONTRACTOR'S equipment prior to award of the AGREEMENT.
- 10.2.6 The award resulting from the RFP will be made to the CONTRACTOR that submits a response that, in the sole opinion of the County, best serves the overall interest of the County. The award will not be based solely on cost.
- 10.2.7 The award made from the RFP may be subject to approval by the County Board of Supervisors. The absence of required information will cause the proposal to be deemed unresponsive and may be cause for rejection.

11.0 PREFERENCE FOR LOCAL CONTRACTORS

- 11.1 General Requirements: Each local supplier funded in whole or in part by County funds, or funds which the County expends or administers, shall be eligible for a local preference as provided in this section.
- 11.2 Rights of First Refusal: Each local supplier who is within five percent (5%) of the lowest responsible bid and who is otherwise responsive and responsible to the call for bids shall be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than a local supplier. The opportunity to reduce the amount of the bid shall be provided first to the lowest eligible local supplier and, if not accepted by such local supplier within five (5) business days of the opening of bids, who is within five percent (5%) of the lowest responsible bid. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid, the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the AGREEMENT.
- 11.3 The foregoing provisions apply only to competitive bids that require that contracts be awarded to the lowest responsible bidder. For contracts awarded pursuant to RFPs, Request for Qualifications (RFQs), or requests for quotations, the awarding authority may consider, as one (1) of the factors in determining the most suitable proposal or quotation, whether or not a local supplier submits the proposal or quotation.
- 11.4 Definitions: For the purpose of this section, the following terms have the meanings indicated:
 - 11.4.1 "Area" means Monterey County, San Benito County, and Santa Cruz County.
 - 11.4.2 "Bid" includes any competitive bid, whether formal or informal.

- 11.4.3 "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five (5) consecutive years.
- 11.4.4 "Supplier" shall mean a business or resident providing goods, supplies, or professional services.
- 11.4.5 "Local Vendor" means a Vendor for which all of the following criteria apply:
- 11.4.5.1. Vendor 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
 - 11.4.5.2. Vendor employs at least one full time employee within the "Area", or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the "Area"; and
 - 11.4.5.3. Vendor's business must have been in existence, in Vendor's name, within the "Area" for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications for the County; and
 - 11.4.5.4. Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualifies for the preference; and
 - 11.4.5.5. If applicable vendor must possess a valid resale license from the State Franchise Tax Board showing vendor's 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".
- 11.4.6 Link to Monterey County's Local Preference Policy:
<https://www.co.monterey.ca.us/home/showdocument?id=22313>.

12.0 CONTRACT AWARD

- 12.1 Multiple Award(s): County has the option to award a portion or portions of this contract to multiple successful CONTRACTORS at the sole discretion of and benefit to County.
- 12.2 Board of Supervisors: The award(s) 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 before a contract 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: Unsuccessful CONTRACTORS who have submitted a proposal or qualifications 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.
- 12.7 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.

13.0 SEQUENTIAL CONTRACT NEGOTIATION

County will pursue contract negotiations with the CONTRACTOR who submit(s) the best proposal or qualifications 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 CONTRACT 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 “SAMPLE COUNTY OF MONTEREY STANDARD AGREEMENT” herein. Submission of a signed 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 COUNTY OF MONTEREY STANDARD 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”. 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, County is subject to the California Public Records Act (CPRA) 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 PREVAILING WAGE

- 17.1 CONTRACTOR shall comply with all applicable sections, in accordance with Section 1770, et. seq., of the Labor Code, regarding general prevailing wage rates of per diem, holiday, and overtime wages for each craft, classification, or type of worker needed to execute the AGREEMENT.
- 17.2 Copies of the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work are on file in the office of the Monterey County PWFP or: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.
- 17.3 CONTRACTOR shall post the prevailing wage rates at the job site.

18.0 NON-EXCLUSIVE

- 18.1 The provisions of the AGREEMENT shall in no way prohibit the County from entering into an AGREEMENT with another CONTRACTOR for the same services as herein listed for areas outside of CSA 15 shown in Appendix 2 – Work Location Maps which encompasses Toro Park Estates, Serra Village, Toro Creek Estates and Toro Sunshine and/or from entering into an AGREEMENT with another CONTRACTOR for work which is beyond the Scope of Services set forth in Section 5.0 of the resulting AGREEMENT.
 - 18.1.1 The AGREEMENT resulting from this RFP does not establish an exclusive arrangement between the County and the successful CONTRACTOR beyond the Scope of Services set forth in Section 5.0 for Toro Park Estates, Serra Village, Toro Creek Estates and Toro Sunshine within CSA 15 shown in Appendix 2 – Work Location Maps.
 - 18.1.2 County has the right to request quotations from other CONTRACTORS for work beyond the Scope of Services set forth in Section 5.0 without requesting a quotation from CONTRACTOR.

SAMPLE COUNTY OF MONTEREY STANDARD AGREEMENT

- 1.1 The County of Monterey Standard Agreement with all terms and conditions may be viewed at:
<https://countyofmonterey.sharepoint.com/sites/Infonet/contracts-purchasing/ContractsPurchasing/Standard%20Agreement.pdf>.

Note: The Scope of Services in Section 5.0 of this RFP will be made part of Exhibit A – Scope of Services/Payment Provisions to the Standard Agreement.

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=22313>.

“Local Vendor” is defined as follows:

1. Vendor 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 (1) of the three (3) counties within the Area when the address is located in an unincorporated area within one (1) of the three (3) counties as defined as “Area”; **and**
2. Vendor employs at least one (1) full time employee within the “Area”, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one (1) or more persons whose primary residence(s) is located within the “Area”; **and**
3. Vendor’s business must have been in existence, in Vendor’s name, within the “Area” for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications for the County; **and**
4. Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualifies for the preference; **and**
5. If applicable vendor must possess a valid resale license from the State Franchise Tax Board showing vendor’s 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 (1) of the three (3) counties within the defined “Area”.

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 (3) 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.

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 (1) of the three (3) 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.

SIGNATURE PAGECOUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKSRFP #10835
ISSUE DATE: MARCH 10, 2022**RFP TITLE: Landscape and Open Space Maintenance Services in CSA 15 – Toro Park and Serra Village****PROPOSALS ARE DUE AT THE COUNTY OF MONTEREY, DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKS BY 3:00 P.M., MONDAY, APRIL 4, 2022.****MAILING ADDRESS:**COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKS
1441 SCHILLING PLACE, SOUTH 2ND FLOOR
SALINAS, CALIFORNIA 93901-4527**QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO:**Maribel Zendejas, Management Analyst II
Email: zendejasm@co.monterey.ca.us Phone: (831) 755-5304**CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL:**☐**ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.0 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 SOLITATION.****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. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Firm Name: _____ Date: _____

Signature: _____ Printed Name and Title: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Email: _____

License No. (If applicable): _____

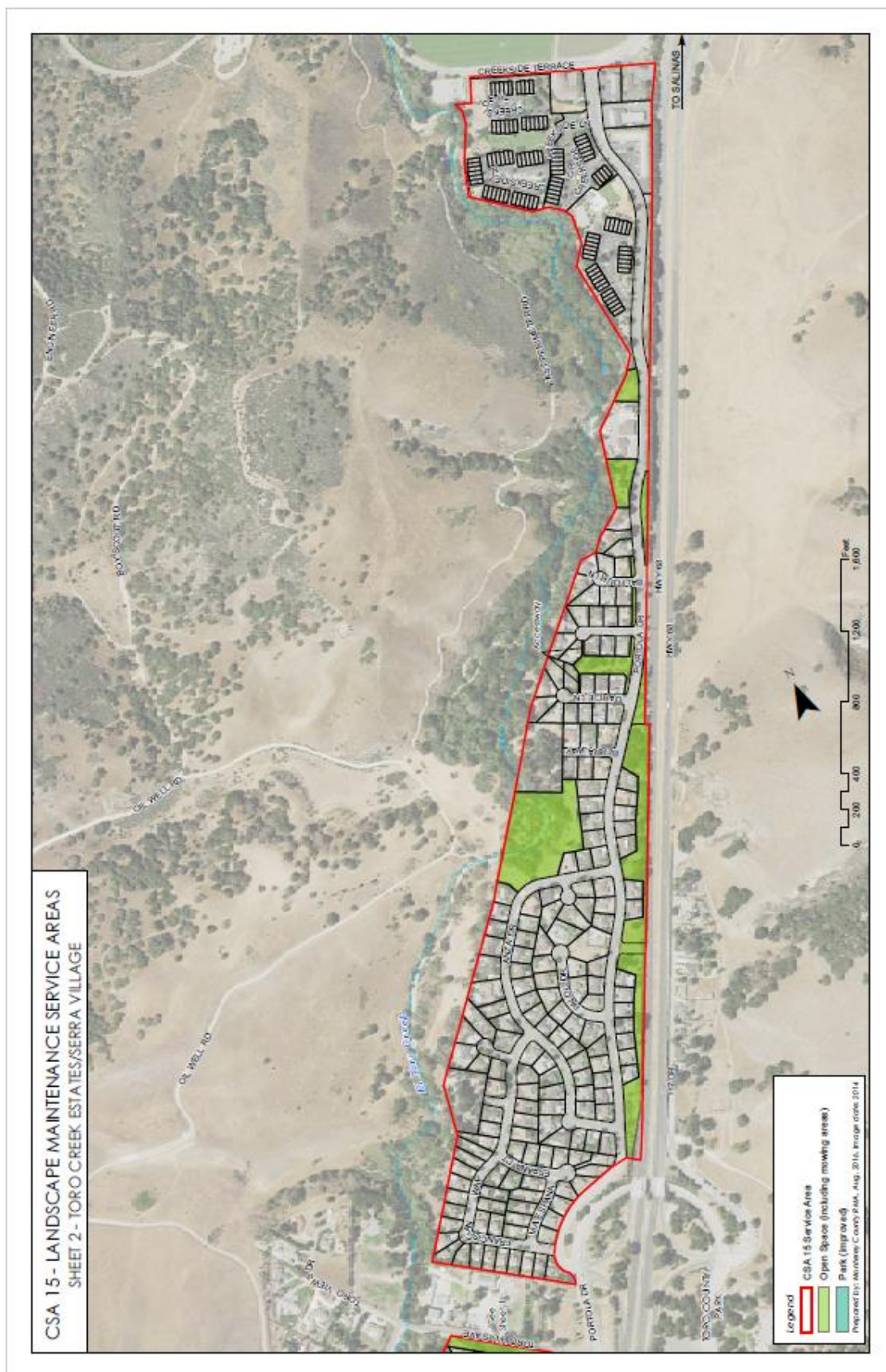
License Classification (If applicable): _____

APPENDIX 1 – LANDSCAPE MAINTENANCE PRICING SCHEDULE

ITEM	JOB DESCRIPTION	FREQUENCY	TOTAL COST
1.1	Mini-Park Maintenance	<u>Weekly</u> October, November, March, April, May, June, July, August and September <u>Bi-Weekly</u> December, January, and February	
		Subtotal	\$
1.2	Maintenance of Greenbelt and Open Space Areas	Four (4) times per year: March, May, June, and October <i>(Dates may be adjusted depending on seasonal conditions)</i>	
		Subtotal	\$
1.3	Maintenance of Sidewalks and Plant Materials along Portola Drive	Four (4) times per year: March, May, June, and October <i>(Dates may be adjusted depending on seasonal conditions)</i>	
		Subtotal	\$
1.4	Maintenance of Toreador Median Island	Four (4) times per year: March, May, June, and October <i>(Dates may be adjusted depending on seasonal conditions)</i>	
		Subtotal	\$
1.5	Sidewalk Weed Control Through Chemical Application	One (1) time per year: March <i>(Dates may be adjusted depending on seasonal conditions and Contractor recommendation)</i>	
		Subtotal	\$
1.6	Turf Fertilization	Two (2) times per year: April and October <i>(Dates may be adjusted depending on seasonal conditions and Contractor recommendation)</i>	
		Subtotal	\$
1.7	Irrigation System Maintenance	As Needed	\$1,000.00
		Subtotal	\$ 1,000.00
		TOTAL COST	\$

CSA 15 - LANDSCAPE MAINTENANCE SERVICE AREAS
SHEET 1 - TORO CREEK ESTATES





APPENDIX 3 – COUNTY OF MONTEREY CLIMATE-FRIENDLY PURCHASING POLICY

I. Purpose:

The County of Monterey is a large consumer of goods and services. As such, the purchasing practices of County departments can have a significant impact on our environment. By purchasing climate-friendly products which have no or little impact on price or performance, the County can remain fiscally responsible while promoting practices that help improve public health and safety, reduce greenhouse gas emissions, and conserve natural resources.

According to the National Association of Counties, the most important benefit counties are realizing from sustainability efforts is cost savings. The County currently has established practices for ensuring cost savings in purchasing goods and services such as publicly soliciting for contracts to ensure competitive price options and utilizing contracts which reap volume discounts as frequently as possible. Integrating climate-friendly product and service considerations into our current practices will assist in furthering the County's cost saving efforts.

Climate-friendly purchasing practices include purchasing products which contain recycled content or are derived in part or full from renewable resources, have limited chemical toxins, and are energy star rated. Vendors who promote waste reduction and sell products which can be reused are desirable and should be sought after to do business with to the extent practicable¹.

II. Policy:

Consistent with the Institute for Local Government's California Climate Action Network Best Practices Framework (www.ca-ilg.org/climatepractices), the County of Monterey adopts the following policies:

1. Procure Products that Minimize Environmental Impact and do not have a Negative Effect on Human Health. It is the policy of the County, if applicable, practicable, and economically feasible, to purchase:

- a. Environmentally friendly products, where criteria have been established by governmental or other widely recognized authorities such as GreenSeal² or EcoLogo³;
- b. Services from businesses which have been certified "Green" by reputable agencies;
- c. Certified energy efficient traffic signal and street lighting systems for unincorporated areas;
- d. Electronic equipment which is Energy Star⁴ rated or meets similar energy efficiency standards;
- e. Computer equipment which meets EPEAT⁵ "bronze" certification level or higher or meets similar energy efficiency standards.

2. Promote Green Building. It is the policy of the County, if applicable, practicable, and economically feasible, to purchase:

- a. Materials and building systems that support attaining LEED Certification standards for agency funded buildings and renovations⁶.
3. **Reduce Waste, Reuse, Recycle.** It is the policy of the County, if applicable, practicable, and economically feasible, to purchase:
- a. Durable and reusable products that reduce waste;
 - b. Recycled content plastic items, metal items, paper (containing no less than 50% post consumer recycled content) and other office items;
 - c. Recycled or re-refined oil and oil-related products;
 - d. Electronic products from manufacturers or distributors who offer a “take-back” program that includes responsible recycling practices;
 - e. Products from sellers who use recycled shipping materials (from 100% recycled content) that are non-toxic and biodegradable.
4. **Promote Renewable Energy and Low Carbon Fuels.** It is the policy of the County, if applicable, practicable, and economically feasible, to purchase:
- a. Fuel efficient and alternative fuel vehicles;
 - b. Photovoltaic systems or other renewable sources of energy;
 - c. Services in which the service provider uses alternative fuel vehicles.

III. Implementation:

The County is committed to procuring climate-friendly goods and services that meet its performance standards and requirements at a competitive cost.

1. The County will create an interdepartmental “Green Team” to:
 - a. Promote implementation of the Climate-Friendly Purchasing Policy through education and awareness;
 - b. Suggest additional items to be included in the policy;
 - c. Develop and implement a five-year plan which includes a variety of “green programs” to be implemented in phases (see Exhibit 1 attached hereto for examples of sample programs the County may consider). Easy to implement programs such as routine procurement of recycled paper and environmentally- friendly cleaning supplies will be implemented very early on and the more complex programs will be tapered into effect gradually to ensure effectiveness;
 - d. Determine criteria with which the success of this policy can be measured.
2. Because the County’s Contracts/Purchasing Division is the central point of review and approval on the majority of County purchasing, the Contracts/Purchasing Office will:
 - a. Develop procurement procedures to encourage and, in some cases, require departments to select Climate-Friendly goods and services;
 - b. Create a web page within the Contracts/Purchasing web site dedicated to Climate-Friendly Purchasing Practices and requirements for all County staff to access;
 - c. Work with other governmental purchasing groups and agencies including but not limited to the National Institute of Counties, the Institute for Local Government California Climate Action Network, and the Environmental Protection Agency to remain

- current on Climate-Friendly Purchasing Practices;
- d. Incorporate Climate-Friendly requirements into solicitation documents.

IV. Evaluation:

The County will develop and implement various monitoring and tracking systems to confirm compliance with this policy and promotes preferential use of such products.

V. Guidelines and Reporting:

The Green Team will ensure the development and maintenance of this policy's implementation goals and will deliver a report to the Board of Supervisors annually on progress status and the measured benefits reaped to date.

This policy shall be subject to revisions as deemed necessary by the Board of Supervisors or by the Green Team at any time, and all revisions shall be subject to Board approval.

VI. Effective Date:

This policy took effect on January 18, 2011.

VII. Notations:

¹ "Practicable" means whenever possible and compatible with local, state and federal law, without reducing safety, quality, or effectiveness and where the product or services available at reasonable cost in a reasonable period of time.

² GreenSeal is an independent non-profit environmental labeling organization who's standards have already been referenced in the County's Custodial Services Contract. See www.greenseal.org

³ EcoLogo is an environmental standard and certification organization. See www.ecologo.org/en/

⁴ "Energy Star" is a voluntary energy efficiency labeling program derived from a partnership between the US Environmental Protection Agency and the US Department of Energy. All products displaying the Energy Star label meet the Energy Star program standards. In general, labeled equipment uses 25% – 50% less energy than traditional counterparts. See www.energystar.gov

⁵ "EPEAT" is an acronym for Electronic Product Environmental Assessment Tool and the bronze, silver and gold ratings represent that at least all minimum established environmental performance standards have been met. See www.epeat.net

⁶ The Leadership in Energy and Environmental Design (LEED) is the Green Building Rating System developed and administered by the US Green Building Council. LEED encourages global adoption of sustainable green building and development practices. See www.usgbc.org

APPENDIX 4 – COUNTY OF MONTEREY WATER AND ENERGY LANDSCAPE ORDINANCE

The County of Monterey Water and Energy Landscape Ordinance may be viewed at:

[CHAPTER 16.63 - STANDARDS FOR LANDSCAPING | Code of Ordinances | Monterey County, CA |
Municode Library](#)



ADDENDUM

COUNTY OF MONTEREY

PUBLIC WORKS, FACILITIES & PARKS

Date: Thursday, March 17, 2022

To: All Contractors Submitting Proposal Packages for RFP #10835 TO PROVIDE LANDSCAPE AND OPEN SPACE MAINTENANCE SERVICES COUNTY SERVICE AREA 15 – TORO PARK & SERRA VILLAGE

From: Maribel Zendejas, Management Analyst II

Subject: Addendum No. 1

This addendum consists of **UPDATED CALENDAR OF EVENTS** for **RFP #10835 TO PROVIDE LANDSCAPE AND OPEN SPACE MAINTENANCE SERVICES COUNTY SERVICE AREA 15 – TORO PARK & SERRA VILLAGE**

- This acknowledgement signature page of Addendum No. #1 must be submitted with your proposal package.
- If this acknowledgement signature page is not submitted with your proposal package, your entire proposal package may be considered non-responsive.

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDUM NO.1 RFP #10835

Authorized Company Signature

Printed Name

Company Name

Date

Addenda # 1 RFP 10835

This addendum consists of **UPDATED CALENDAR OF EVENTS** for **RFP #10835 TO PROVIDE SCAMP COMPLIANCE AUDIT SERVICES.**

UPDATED CALENDAR OF EVENTS

Overall the Scope of Work within this request for proposals has not changed.

3.0 CALENDAR OF EVENTS

3.1	Release RFP	March 10, 2022
3.2	Mandatory Pre-Proposal Site Visit	9:00 am, PST, Thursday, March 17, 2022 March 24, 2022
3.3	Deadline for Written Questions	3:00 pm, PST, Monday, March 21, 2022 April 4, 2022
3.4	Posted Response to Written Questions	5:00 pm, PST, Monday, March 28, 2022 April 18, 2022
3.5	Proposal Submittal Deadline	3:00 pm, PST, Monday, April 4, 2022 April 25, 2022
3.6	Estimated Notification of Selection	April 15, 2022 May 2, 2022
3.7	Estimated AGREEMENT Date	May 1, 2022 June 15, 2022

This schedule is subject to change as necessary.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2022

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

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

PRODUCER Leavitt Central Coast Insurance Services, Inc. License #0G39781 950 East Blanco Rd, Suite 103 Salinas CA 93901	CONTACT NAME: Suzette Chacon PHONE (A/C, No, Ext): (831) 424-6404 FAX (A/C, No): (831) 424-0140 E-MAIL ADDRESS: suzette-chacon@leavitt.com														
INSURED SMITH & ENRIGHT LANDSCAPING, INC 540 Work Street #C Salinas CA 93901-5005	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Argonaut Insurance Company</td> <td>19801</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Argonaut Insurance Company	19801	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Argonaut Insurance Company	19801														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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

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

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

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

The County of Monterey, Its Officers, Agents and Employees are listed as an additional insureds in regards to the general liability and auto liability. Insurance is primary and non-contributory.

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey
 Contracts & Purchasing Division
 1448 Schilling Place
 Salinas, CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Bonura/SUCHAC


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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number : 8

POLICY NUMBER LAA2901545-00	POLICY CHANGES EFFECTIVE 6/9/2022	COMPANY Argonaut Insurance Company P.O. Box 469011 San Antonio, TX 78246
NAMED INSURED Smith & Enright Landscaping, Inc.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED COMMERCIAL AUTO		
<p>CHANGES</p> <p>IN CONSIDERATION OF NO CHANGE IN PREMIUM, IT IS HEREBY UNDERSTOOD AND AGREED THAT:</p> <p>AG 1009-0714 – ADDITIONAL INSURED ENDORSEMENT - AUTO, IS ADDED PER ATTACHED.</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.</p>		


Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Policy Effective Date: 8/11/2021	Policy Expiration Date: 8/11/2022
Named Insured: Smith & Enright Landscaping, Inc.	Endorsement Effective: 6/9/2022

If the required policy information is not shown above, it will be shown in the Declarations.

SCHEDULE

Name of Additional Insured

Address

The County of Monterey, It's Officers
Agents and Employees

1448 Schilling Place
Salinas, CA 93901

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II – LIABILITY COVERAGE, A. Coverage, item 1. Who Is An Insured is amended to add the following:

- d. Any person, organization, trustee, estate or governmental entity shown in the **SCHEDULE** above with respect to the operation, maintenance or use of a covered “auto” if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional “insured” to this policy by:
 - (a) An expressed provision of a written “insured contract” or written agreement; or
 - (b) An expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The “bodily injury” or “property damage” is caused by an “accident” which takes place after:
 - (a) You executed the written “insured contract” or written agreement; or
 - (b) The permit has been issued to you.

B. SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

- 1. **A. Loss Conditions, 5. Transfer Of Right Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any additional “insured” under paragraph d. above, but only as respects “loss” arising out of the operation, maintenance or use of a covered “auto” pursuant to the provisions or conditions of the written “insured contract”, written agreement or permit.

2. B. General Conditions, 5. Other Insurance is amended to add the following:

- e. This insurance is excess over any other insurance available to the additional insured(s) as an insured whether primary, excess, contingent or on any other basis, unless a written "insured contract" or written agreement specifically requires that this insurance be either primary or non-contributing.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: LAN2901545-00

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Designated Construction Project(s):**

This Endorsement applies to the named insured as stated on the declarations of this policy for their worksites or projects away from premises owned by or rented to name insured as required by written contract or permit during the policy period as stated on the declarations page of this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER: LAN2901545-00

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Blanket as required by written contract and effective during the policy period as stated in the policy
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

BLANKET - AS REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Effective Date: 8/11/2021	Policy Expiration Date: 8/11/2022
Named Insured Smith & Enright Landscaping, Inc.	

If the required policy information is not shown above, it will be shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom you agreed, because of a written "insured contract", written agreement or permit, is an insured during the policy period.	Blanket as required by written "insured contract".

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

BLANKET – AS REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Effective Date: 8/11/2021	Policy Expiration Date: 8/11/2022
Named Insured Smith & Enright Landscaping, Inc.	

If the required policy information is not shown above, it will be shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom you agreed, because of a written "insured contract", written agreement or permit, is an insured during the policy period.	Blanket as required by written "insured contract".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO FLEET ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

A. BROADENED NAMED INSURED

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

The definition of “insured” is amended to include the following:

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

However, “insured” does not include any newly acquired or formed organization:

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

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

B. AMENDMENT OF COVERAGE EXTENSIONS

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

1. Paragraph **A.2.a.(2)** is replaced by the following:
 - (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
2. Paragraph **A.2.a.(4)** is replaced by the following:
 - (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 per day because of time off from work.

C. RENTAL REIMBURSEMENT COVERAGE

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

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

2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto".
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you;
 - b. 60 days; or
 - c. The vehicle is replaced, repaired or returned.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$1,500 maximum.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **PHYSICAL DAMAGE COVERAGE** Coverage Extension.

D. COMMUNICATION EQUIPMENT COVERAGE

1. COVERAGE

- a. We will pay, with respect to a covered "auto" described in the Vehicle Schedule or Declarations, for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of "loss". Equipment which is removable from a housing unit which is permanently installed in the covered "auto" and is designed to be solely operated by use of the power from the "auto's" electrical system in or upon the covered "auto" is considered to be permanently installed.
- b. We will pay, with respect to a covered "auto" described in the Vehicle Schedule or Declarations, for "loss" to any accessories used with the electronic equipment described in paragraph 1.a. above. However, this does not include tapes, records or discs.

2. LIMIT OF INSURANCE

With respect to this coverage under this endorsement, the **LIMIT OF INSURANCE** provision for **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

- a. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - (1) The actual cash value of the damaged or stolen equipment as of the time of the "loss";
 - (2) The cost of repairing or replacing the damaged or stolen equipment with other equipment of like kind or quality; or

(3) \$2,500.

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

3. DEDUCTIBLE

No deductibles apply to this coverage.

E. TAPES, RECORDS AND DISCS COVERAGE

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

- a. Are your property; and
- b. Are in a covered "auto" showing visible signs of forcible entry at the time of "loss".

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

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

F. EXTENDED TOWING COVERAGE

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

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

2. Towing

- a. We will pay up to the limit shown in **b.** for towing and labor costs incurred each time an "auto" is disabled. However, the labor must be performed at the place of disablement.
- b. Limit of Insurance
- (1) The most we will pay per disablement of a private passenger type "auto" is \$75.
- (2) The most we will pay per disablement of an "auto" not of the private passenger type is \$500.

G. EXTENDED GLASS COVERAGE

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

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

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

H. AIRBAG COVERAGE

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

In **B. Exclusions**, mechanical breakdown does not apply to an unintended discharge of an airbag. Coverage is excess over any other collectable insurance or warranty specifically designed to coverage such an occurrence.

I. ADDITIONAL INSURED AND WAIVER OF SUBROGATION COVERAGE REQUIRED BY "INSURED CONTRACT", WRITTEN AGREEMENT OR PERMIT

In **SECTION II – LIABILITY COVERAGE**, item **a.1. Who Is An Insured**, the following are added as "insureds":

- f. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional "insured" to this policy by:
 - (a) An expressed provision of an "insured contract" or written agreement; or
 - (b) An expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

The following paragraph is added to **SECTION IV – BUSINESS AUTO CONDITIONS**:

We waive any right of recovery we may have against any additional "insured" under paragraph **f.** above, but only as respects "loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the "insured contract", written agreement or permit.

J. HIRED CAR PHYSICAL DAMAGE

The following replaces item **5.b.** of **B. General Conditions** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. Coverage Extension. If Comprehensive, Specified Causes of Loss or Collision coverage is provided by this policy, you may extend that coverage to apply to Physical Damage "loss" to hired "autos." We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations.

This coverage is subject to the following provisions:

- (1) The most we will pay for "loss" to a hired "auto" in any one "accident" is the lesser of:
 - (a) \$50,000; or
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss;" or
 - (c) The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

BUSINESS AUTO

- (2) For each hired "auto," our obligation to pay for "loss" will be reduced by a deductible equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning.
- (3) We will also pay up to \$500 per "accident" for loss of use of the hired "auto" if it results from an "accident" for which you are legally liable. The lessor must suffer an actual financial loss for this coverage to apply.
- (4) Hired Car Physical Damage Coverage provided by this extension is excess over any other collectible insurance.

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

b. Loss of Use Expenses

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

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

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

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

- (1) any of your "employees";
- (2) partners (if you are a partnership);
- (3) members (if you are a limited liability company); or
- (4) members of their households.

K. LEASE OR LOAN PHYSICAL DAMAGE COVERAGE EXTENSION

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

We will pay the greater of:

- 1. "Outstanding indebtedness" under the initial finance agreement for a covered "auto" and its equipment; or
- 2. The actual cash value of the damages or stolen property as of the time of the "loss".

“Outstanding indebtedness” means the amount you owe on the finance agreement at the time of “loss” less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear; or lease termination fees.

We will not pay any administrative costs or overhead fees assessed by the finance company who has leased the covered “auto” to you.

L. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

SECTION IV – CONDITIONS, A.2. Loss Conditions – Duties in the Event of Accident, Claim, Suit or Loss, paragraph **a.** is replaced by the following:

- a.** In the event of “accident”, claim, “suit” or “loss”, you must give us or our authorized representative prompt notice of the “accident” or “loss” when the “accident” or “loss” is known to:

- (1)** You or your authorized representative, if you are an individual;
- (2)** A partner, or an authorized representative, if you are a partnership;
- (3)** A member, or an authorized representative, if you are a limited liability company; or
- (4)** An executive officer, insurance manager or authorized representative, if you are a corporation.

Knowledge of an “accident”, claim, “suit” or “loss” by other employee(s) does not imply you also have such knowledge.

Notice to us should include:

- (1)** How, when and where the “accident” or “loss” occurred;
- (2)** The “insured’s” name and address; and
- (3)** To the extent possible, the names and addresses of any injured persons and witnesses.

Additionally, your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an “occurrence”, offense, claim or “suit”, solely due to your reasonable and documented belief that the “bodily injury” or “property damage” is not covered under this policy.

M. AUTO MEDICAL PAYMENTS

If the “insured” has purchased Auto Medical Payments coverage, the limit of liability for those vehicles designated in the policy as having this coverage will be the greater of:

- 1.** \$5,000; or
- 2.** The amount shown in the Declarations.

N. UNINTENTIONAL ERRORS AND OMISSIONS

The following is added to **SECTION IV – CONDITIONS, B GENERAL CONDITIONS**, item **2. Concealment, Misrepresentation, or Fraud**:

Failure of the “insured” to disclose all hazards existing as of the inception date of the policy that you have knowledge of shall not prejudice the “insured” with respect to the insurance provided by this policy, provided such failure to disclose any hazard or any omission of a known hazard is not intentional.

O. REVISED DEFINITION OF “BODILY INJURY”

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

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

TAXABLE YEAR

CALIFORNIA FORM

2022 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

COUNTY OF MONTEREY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

Payee Information

Name

Smith & Enright Landscaping Inc.

☐ SSN or ITIN ☐ FEIN ☒ CA Corp no. ☐ CA SOS file no.

C2060437

Address (apt./ste., room, PO box, or PMB no.)

540 Work St. Ste C

City (If you have a foreign address, see instructions.)

Salinas

State ZIP code

CA 93901

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☒ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.Our privacy notice can be found in annual tax booklets or online. Go to ftb.ca.gov/privacy to learn about our privacy policy statement, or go to ftb.ca.gov/forms and search for 1131 to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code 948 when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Chantal Bailey BookkeeperTelephone 831-758-6766Payee's signature Chantal BaileyDate 5-9-2022

7061223

Form 590 2021