

MONTEREY COUNTY BOARD OF SUPERVISORS

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|--------------------|---|--------------------|
| MEETING: | November 8, 2012 | AGENDA NO.: |
| SUBJECT: | Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute an Agreement with Smith and Enright Landscape Inc. per the Request for Proposal (RFP) #9600-19 for Landscape Maintenance Services at NMC in an amount not to exceed \$325,987 in the aggregate (December 1, 2011 through November 30, 2014) including \$98,784 for the period December 1, 2011 to November 30, 2012. | |
| DEPARTMENT: | Natividad Medical Center | |

RECOMMENDATION:

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute an Agreement with Smith and Enright Landscape Inc. per the Request for Proposal (RFP) #9600-19 for Landscape Maintenance Services at NMC in an amount not to exceed \$325,987 in the aggregate (December 1, 2011 through November 30, 2014) including \$98,784 for the period December 1, 2011 to November 30, 2012.

SUMMARY/DISCUSSION:

Responses to the Request for Proposals (RFP #9600-19) for landscaping maintenance services for Natividad Medical Center were received on August 16, 2011, from seven landscaping contractors.

On August 19, 2011 Smith and Enright received the highest ranking from the NMC Selection Committee and the scope and fee schedule was agreed upon in the amount of \$8,232.00 per month.

Smith and Enright will maintain the Natividad Medical Center site trees, shrubs, vines, ground cover, flowers, lawns, planter beds, and un-landscaped and hardscaped areas.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Agreement as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions. The Agreement has also been reviewed and approved by the Natividad Medical Center Board of Trustees' Finance Committee.

FINANCING:

The cost for this Agreement is \$325,987 over three years. \$57,624 is included in the Fiscal Year 2011/2012 Adopted Budget. Amounts for remaining years of the Agreement will be included in those budgets as appropriate. There is no impact to the General Fund.

Prepared by:

James Kari; 755-4081

Director of Engineering & Safety

September 26, 2011

Attachments: RFP 9600-19, Agreement, Board Order

Attachments are on file with the Clerk of the Board

Harry Weis

Chief Executive Officer

Before the Board of Supervisors in and for the
County of Monterey, State of California

Agreement No. A-12138
Authorize the Purchasing Manager for Natividad)
Medical Center (NMC) to execute an Agreement)
with Smith and Enright Landscape Inc. per the)
Request for Proposal (RFP) #9600-19 for)
Landscape Maintenance Services at NMC in an)
amount not to exceed \$325,987 in the aggregate)
(December 1, 2011 through November 30, 2014))
including \$98,784 for the period December 1, 2011)
to November 30, 2012.....)

Upon motion of Supervisor Salinas, seconded by Supervisor Potter, and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute an Agreement with Smith and Enright Landscape Inc. per the Request for Proposal (RFP) #9600-19 for Landscape Maintenance Services at NMC in an amount not to exceed \$325,987 in the aggregate (December 1, 2011 through November 30, 2014) including \$98,784 for the period December 1, 2011 to November 30, 2012.

PASSED AND ADOPTED on this 8th day of November 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, 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 75 for the meeting on November 8, 2011.

Dated: November 15, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

1.0 AGREEMENT BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND SMITH & ENRIGHT LANDSCAPE, INC.

- 1.1 This AGREEMENT is made and entered into by and between Natividad Medical Center (NMC), the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "NMC", and Smith & Enright Landscape Inc. hereinafter referred to as "CONTRACTOR."

2.0 RECITALS

- 2.1 WHEREAS, NMC has invited proposals through the Request for Proposals (RFP # 9600-19) for Landscaping Services in accordance with the specifications set forth in this AGREEMENT; and
- 2.2 WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- 2.3 WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.
- 2.4 NOW THEREFORE, NMC and CONTRACTOR, for the consideration hereinafter named, agree as follows:

3.0 PERFORMANCE OF THE AGREEMENT

- 3.1 After consideration and evaluation of the CONTRACTOR'S proposal, NMC hereby engages CONTRACTOR to provide the services set forth in RFP # 9600-19 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 9600-19. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP # 9600-19 dated July 29, 2011 including all attachments and exhibits
CONTRACTOR'S Proposal dated August 8, 2011
AGREEMENT,
Certificate of Insurance
Additional Insured Endorsements

- 3.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order:

AGREEMENT, CONTRACTOR'S Proposal, RFP #9600-19 including all attachments and exhibits, Certificate of Insurance, and Additional Insured Endorsements.

- 3.3 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 NMC (Monterey County), or immediate family of an employee of NMC (Monterey County).
- 3.4 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.
- 3.5 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 NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

4.0 SCOPE OF SERVICE

Contractor shall maintain the Natividad Medical Center site in accordance with the following specification and conditions:

- 4.1 Water and Irrigation – Automatic irrigation shall be accomplished on a scheduled basis with such frequency and quantity as to promote healthy growth. This shall be accomplished by adjusting automatic controller and spray patterns, based on changes in rainfall and temperature.
- 4.2 Trees, Shrubs, and Vines – Pruning, thinning and trimming of shrubs and trees, and training and trimming of vines shall be accomplished on a regular basis to maintain a neat appearance and promote healthy growth. Work will include removal of suckers, cross branches and dead wood. Existing staking of trees shall be inspected regularly and changed as required to permit growth expansion. Pruning of trees above 15 feet shall be accomplished annually.
- 4.3 Ground Cover and Flowers -- Maintenance shall consist of trimming ground cover where needed around trees, shrubs, etc. Beds to be weeded, and pre-emergents and post-emergents applied as necessary.
- 4.4 Lawns – Mow all lawns on a scheduled basis so as to maintain a neat appearance and to promote healthy growth. The grass shall be edged to its local confines. After mowing and edging, the tall grass shall be removed from sidewalks, driveways and curbs. Lawns shall be aerated, dethatched, fertilized, sprayed, and reseeded as necessary. Bermuda grass, crabgrass, nut grass, and other grassy weeds shall be controlled.
- 4.5 Hardscaped Areas – Rake or blow leaves and trash from driveways, walkways, and parking lots. Empty exterior trash cans and ash trays daily.

- 4.6 Misc. Inclusions –Trash pickup throughout site, labor to apply pre-emergents, post-emergents., fertilizers, and pesticides, weeding, leaf fall clean up, planter bed maintenance, weed control in un-landscaped areas. Any damages to irrigation system, plants, or property by contractor shall be repaired or replaced at no cost to owner. Clippings, tree trimmings, dead plant material, etc. shall be disposed of at no cost to owner.
- 4.7 Extras – Sprinkler parts and labor, additional plant materials, annual color, manual watering, pressure washing, weed control in areas bordering the site, pre-emergents, post-emergents., fertilizers, and pesticides supplies.

5.0 TERM OF AGREEMENT

- 5.1 The initial term of the AGREEMENT(s) will shall commence with the signing of the AGREEMENT and be for a period of three (3) years with the option to extend the AGREEMENT(s) two (2) additional one (1) year periods.
- 5.2 The AGREEMENT(s) shall contain a clause that provides that Natividad Medical Center (County of Monterey) reserves the right to cancel this AGREEMENT(s), or any extension of this AGREEMENT(s), without cause, with a thirty day (30) written notice, or immediately with cause.
- 5.3 If the AGREEMENT(s) includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT(s).
 - 5.3.1 Both parties shall agree upon rate extension(s) or changes in writing.
 - 5.3.2 Natividad Medical Center does not have to provide a reason if it elects not to renew.

6.0 COMPENSATION AND PAYMENTS

- 6.1 **PAYMENTS BY NMC.** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **CONTRACTORS Proposal for RFP #9600-19 for Landscaping Maintenance Services**, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of **\$325,987.00**.
- 6.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 6.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.

- 6.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 6.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from NMC in writing.
- 6.6 Tax:
- 6.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 6.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

7.0 INVOICES AND PURCHASE ORDERS

- 7.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the NMC Accounts Payable department at the following address:
- Natividad Medical Center
Accounts Payable Department
P.O. Box 81611
Salinas, CA. 93912
- 6.2 CONTRACTOR shall reference the RFP/RFQ number on all invoices submitted to NMC. CONTRACTOR shall submit such invoices 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. NMC shall certify the invoice; either in the requested amount or in such other amount as NMC (Monterey County) approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.3 All NMC (County of Monterey) Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 6.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC (County of Monterey). Surcharges and additional fees not included the AGREEMENT must be approved by NMC (County of Monterey) in writing via an Amendment.

7.0 INDEMNIFICATION

- 7.1 CONTRACTOR shall indemnify, defend, and hold harmless 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 CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

8.0 INSURANCE REQUIREMENTS

8.1 Evidence of Coverage:

- 8.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 8.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- 8.2 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 County's Purchasing Officer.

8.3 Insurance Coverage Requirements:

- 8.3.1 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:
- 8.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and

Property Damage, Personal Injury, Contractual Liability, Broadform 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.

8.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

8.3.3 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.

8.3.4 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, 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.

8.4 Other Insurance Requirements:

8.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by 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.

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

- 8.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 8.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. 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.
- 8.4.5 CONTRACTOR shall at all times 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.

9.0 RECORDS AND CONFIDENTIALITY

- 9.1 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.

9.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.

9.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, County and NMC rules and regulations related to services performed under this AGREEMENT.

9.4 Access to and Audit of Records: NMC (Monterey County) shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of NMC (Monterey County) or as part of any audit of 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.

10.0 NON-DISCRIMINATION

10.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285.0, et seq.).

10.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

10.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

11.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

11.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of NMC or Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

- 11.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.

12.0 CONFLICT OF INTEREST

- 12.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

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. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to NMC'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 FORCE MAJEURE

"Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT

for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

15.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

16.0 NOTICES

Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of NMC.

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC's contract manager or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO NMC:
Contracts Manager
Natividad Medical Center
1441 Constitution Blvd
Salinas, CA 93906
Tel. No.: (831) 755-4223
FAX No.: (831) 757-2592
catosl@natividad.com

TO CONTRACTOR:
Name *Smith and Knight Landscape Inc*
Address *540 Work St Ste C*
Salinas, CA 93901
Tel. No. *(831) 758-6766*
FAX No. *(831) 758-5589*
Email *smithandknight@redshift.com*

-JERENA @ JIM TRENZIGUT.COM -

17.0 LEGAL DISPUTES

CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

18.0 PREVAILING WAGES

- 34.1 CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:
<http://www.dir.ca.gov/dlst/DPreWageDetermination.htm>.


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Signature Page

NATIVIDAD MEDICAL CENTER

By: 
NMC Contracts/Purchasing Agent

Date: 11-30-11

By: 
Department Head (if applicable)

Date: 5/15/11

By: 
Stacy Saetta, Deputy County Counsel

Date: 9/27/11

By: 
Auditor/Controller

Date: 9-28-11

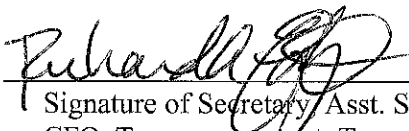
CONTRACTOR

Smith+Enright Landscaping, Inc.
Contractor's Business Name**


Signature of Chair, President, or Vice-President

James F. Smith / President
Name and Title

Date: 8-31-11

By: 
Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer

Richard A. Enright / CFO
Name and Title

Date: 8-31-11

***INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement



SMITH & ENRIGHT LANDSCAPE, INC.

License No. 757700

540 Work St Suite C • Salinas, CA 93901

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

Residential • Commercial • Condominiums

Email: smithenright@redshift.com

www.smithenright.com

Natividad Medical Center

Landscaping Maintenance Services

RFP #9600-19

**Attn: Sid Cato
Management Analyst/Contracts
Natividad Medical Center
1441 Constitution Blvd
Salinas, CA 93906**



SMITH & ENRIGHT LANDSCAPE, INC.

License No. 757700

540 Work St Suite C • Salinas, CA 93901

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

Residential • Commercial • Condominiums

Email: smithenright@redshift.com

www.smithenright.com

August 4, 2011

Natividad Medical Center
1441 Constitution Blvd
Salinas, CA 93906

Dear Sid Cato,

As a local company that has serviced the tri-county area for 27 years, we look forward to the opportunity to provide and beautify the Natividad Medical Center with maintenance services.

Structured as a corporation, we have over forty well trained and experienced employees. We are capable of managing the maintenance of the Natividad Medical Center in a professional and efficient manner. Our maintenance supervisors, George McGowan and Richard Alcala have been managing our maintenance accounts for twenty years, and would personally oversee the Natividad project.

Contract Administrator

Selena Herrin

540 Work St Suite C, Salinas, CA 93901

Phone: 831-758-6766

Fax: 831-484-2794

Cell: 831-970-8346

Email: selena@smithenright.com

Sincerely,

Selena Herrin
Business Manager

SIGNATURE PAGE

NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY)
CONTRACTS OFFICE

RFP # 9600-19
ISSUE DATE: Friday, July 29, 2011



RFP TITLE: Landscaping Services

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACT MANAGER BY
3:00 P.M., LOCAL TIME, ON:
Monday, August 15, 2011

MAILING ADDRESS:
NATIVIDAD MEDICAL CENTER
CONTRACTS MANAGER

1441 CONSTITUTION BLVD.
SALINAS, CA. 93906

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO:
Sid Cato, Management Analyst/Contracts
scatos1@natividad.com
831.755.4223

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL. (1 original plus 3 copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.1 HEREIN AND ATTACHMENT B

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

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

BIDDERS 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 Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name:

SMITH & ENRIGHT LANDSCAPE

Date:

8-8-11

Signature:

Phone:

831-758-6766

Fax:

831-758-5589

Printed Name:

JAMES SMITH

Title:

PRESIDENT

E-mail:

smithenright@redshift.com

Street Address/PO Box:

540 Work St Ste C

City:

Salinas

State:

CA

ZIP:

93901

License No. (if applicable):

757700

License Classification (if applicable):

C-27

Responses to Sections 5.1-5.7

Smith and Enright Landscaping

Agrees to Scope of Work

(Please see Attachment A for fee schedule)

ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

ATTACHMENT A: Fee Schedule

The undersigned, having read and understood all proposal information, hereby submits fees for:

A. LANDSCAPING SERVICES

It is understood that the final fee may be negotiated with the qualified firm(s) for the required services. AS Per Section 5.0 of this RFP, ***THIS ATTACHMENT TO BE ENCLOSED.*** A completed Fee Schedule, per Attachment A herein, must be included. ***Failure to comply with this requirement shall be grounds for rejection based on non-compliance.***

| LANDSCAPING SERVICES | Monthly Service Charge |
|-----------------------------|-------------------------|
| As per Site map received at | \$ 8,232. ⁰⁰ |
| Pre Bid 815111 | |

--End of ATTACHMENT A--

| | <u>Monthly Charge</u> |
|-------------------------------------|-------------------------|
| Area 1 (NMC Landscaping Boundaries) | \$ 6,933. ⁰⁰ |
| Area 2 (Building 151) | \$ 866. ⁰⁰ |
| Area 3 (Building 400) | \$ 433. ⁰⁰ |

KEY STAFF PERSONS

Contact Information

Smith and Enright Landscape, Inc
540 Work St Ste C
Salinas, CA 93901

Phone: (831) 758-6766
Fax: (831) 758-5589
Email: smithenright@redshift.com

Authorized Representatives

Maintenance Supervisor

George McGowan
Cell: (831) 970-8345
Email: semaintenance@live.com
Twenty five years experience

Maintenance Supervisor

Richard Alcala
Cell: 831-760-0456
Ten years experience

Landscape Design and Customer Service

Kathy Hooker
Phone: 831-758-5346
Email: Kathy@smithenright.com

Office Manager/Contract Administrator

Selena Herrin
Phone: 831-484-2114
Email: selena@smithenright.com

ATTACHMENT B Project Experience

Please describe at least 3 projects your firm completed which, at a minimum, includes the following information:

Project Name Westridge Shopping Center
Brief Project Description Landscape Maintenance at the Westridge Shopping Center
Client Name & Irrigation
Client Contact Info Al Sammut (831) 449-2475
Please include phone number and email address if possible
Size of Project
Please include square footage and total cost. \$ 8,748 per month

---End of ATTACHMENT B---

ATTACHMENT B Project Experience

Please describe at least 3 projects your firm completed which, at a minimum, includes the following information:

Project Name City of Salinas
Brief Project Description landscape maintenance for City Streetscapes
Client Name
Client Contact Info John Sorenson (831) 970-7625
Please include phone number and email address if possible johns@ci.salinas.ca.com
Size of Project
Please include square footage and total cost. \$15,247 per month

--End of ATTACHMENT B--

ATTACHMENT B Project Experience

Please describe at least 3 projects your firm completed which, at a minimum, includes the following information:

Project Name City of Greenfield
Brief Project Description Landscape and Irrigation Maintenance for
Client Name Streetscapes and Parks
Client Contact Info Dale Lipp, Beto
Please include phone number and email address if possible (831) 674-5591
Size of Project publicworks@ci.greenfield.ca.us
Please include square footage and total cost. \$14,000 per month

---End of ATTACHMENT B---