

Attachment A



East Garrison Community Services District

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Director John M. Phillips, seconded by Director Mary L. Adams to:

BrightView Landscape Services, Inc. A-15555
Al Fresco Landscape Management, Inc A-15556
Teichert Construction A-15557

Acting as the Board of Directors (BOD) of the East Garrison Community Services District (EGCSD) approve and authorize the Chair to sign a Standard Agreement by and between EGCSD and:

- a. BrightView Landscape Services, Inc. to provide landscape and open space maintenance services for EGCSD, under Request for Proposals #10795, in a total amount not to exceed \$1,800,000, and for a term beginning October 6, 2021 to October 5, 2026; and
- b. Al Fresco Landscape Management, Inc. to provide stormwater and flood control maintenance services for EGCSD, under Request for Proposals #10796, in a total amount not to exceed \$570,000, and for a term beginning October 6, 2021 to October 5, 2026; and
- c. A. Teichert & Son, Inc. dba Teichert Construction to provide road maintenance services for EGCSD, under Request for Proposals #10797, in a total amount not to exceed \$400,000, and for a term beginning October 6, 2021 to October 5, 2026; and
- d. Authorize the Chair, or designee to execute future amendments to said Agreements where the amendments do not significantly alter the scope of work or increase the approved amount of each Agreement.

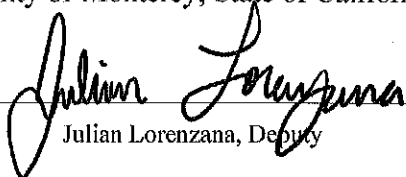
PASSED AND ADOPTED on this 5th day of October 2021, by roll call vote:

AYES: Directors 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 October 5, 2021.

Dated: October 11, 2021
File ID: EGCSA 21-002
Agenda Item No.: 1

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


Julian Lorenzana, Deputy

**EAST GARRISON COMMUNITY SERVICES DISTRICT
STANDARD AGREEMENT**

This Agreement is made by and between the East Garrison Community Services District (hereinafter, "EGCSD"), a dependent special district in the County of Monterey, and Al Fresco Landscape Management, 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:

EGCSD 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:

Stormwater and flood control maintenance services for the East Garrison Community Services District

2.0 PAYMENT PROVISIONS:

EGCSD shall pay 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 EGCSD to CONTRACTOR under this Agreement shall not exceed the sum of: \$570,000.00.

3.0 TERM OF AGREEMENT:

The term of this Agreement is from October 6, 2021 to October 5, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and EGCSD and with EGCSD signing last, and CONTRACTOR may not commence work before EGCSD signs this Agreement.

3.1 EGCSD 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 Incorporation of Request for Proposals (RFP) #10796 and Proposal Documents

Exhibit C

Exhibit D

5.0 PERFORMANCE STANDARDS:

- 5.1 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 EGCSO or County of Monterey (hereinafter, "County"), or immediate family of an employee of the EGCSO or County.
- 5.2 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.
- 5.3 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 EGCSO 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:

- 6.1 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. EGCSO does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.2 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 EGCSO and CONTRACTOR.
- 6.3 Invoice amounts shall be billed directly to the ordering department.
- 6.4 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than thirty (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. EGCSO shall certify the invoice, either in the requested amount or in such other amount as EGCSO approves in conformity with this Agreement and shall promptly submit such invoice to the EGCSO/County Auditor-Controller for payment. The EGCSO/County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

7.0 TERMINATION:

- 7.1 During the term of this Agreement, EGCSO may terminate the Agreement for any reason by giving written notice of termination to 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.

7.2 EGCS D 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 EGCS D terminates this Agreement for good cause, EGCS D may be relieved of the payment of any consideration to CONTRACTOR, and EGCS D may proceed with the work in any manner which EGCS D deems proper. The cost to EGCS D shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.3 EGCS D's payments to CONTRACTOR under this Agreement are funded by EGCS D Mello-Roos taxes. If funds from EGCS D Mello-Roos taxes are not obtained and continued at a level sufficient to allow for the EGCS D's purchase of the indicated quantity of services, then EGCS D 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 EGCS D 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 EGCS D and County, their respective 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 EGCS D or County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.1 **Evidence of Coverage:** 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.

This verification of coverage shall be sent to EGCS D, 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 EGCS D has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

9.2 **Qualifying Insurers:** All coverage, 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 EGCS D's/County's Purchasing Manager.

- 9.3 **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 EGCS D approval.)

Requestor must check the appropriate Business Automobile Liability 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 for 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 EGCS D 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 EGCS D approval.)

9.4 **Other Requirements:**

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

Each liability policy shall provide that EGCS D shall be given notice, in writing, at least thirty (30) 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 Business Automobile Liability policies shall provide an endorsement naming EGCS D and the County of Monterey, their respective 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 EGCS D or County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by 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 form for Business Automobile Liability Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by EGCS D, CONTRACTOR shall file certificates of insurance with EGCS D's/County's Contract Administrator and EGCS D's/County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in 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 EGCS D, annual certificates to EGCS D's/County's Contract Administrator and EGCS D's/County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, EGCS D shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles EGCS D, 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 EGCS D or prepared in connection with the performance of this Agreement, unless EGCS D specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to EGCS D 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 **EGCSD Records:** When this Agreement expires or terminates, CONTRACTOR shall return to EGCSD any EGCSD records which CONTRACTOR used or received from EGCSD 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 EGCSD rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three (3) years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three (3) year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** EGCSD 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. 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 EGCSD or as part of any audit of EGCSD, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** EGCSD 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 EGCSD.

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), or sexual orientation, 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 EGCSO pursuant to a contract with the State or Federal government in which EGCSO 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, EGCSO will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 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 EGCSO or County. No offer or obligation of permanent employment with EGCSO or County or EGCSO department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from EGCSO or 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 EGCSO/County harmless from any and all liability which EGCSO/County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

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

FOR EGCSO:	FOR CONTRACTOR:
Dawn M. Yonemitsu Management Analyst II Name and Title	Mike Towle Maintenance Manager Name and Title
1441 Schilling Place, South 2nd Floor Salinas, CA 93901-4527 Address	1761 Shelton Drive Hollister, CA 95023 Address
831-755-5295 Telephone	831-636-5444 Telephone

15.0 MISCELLANEOUS PROVISIONS:

15.1 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.

Al Fresco Landscape Management, Inc.
 Stormwater and Flood Control Maintenance Services for
 EGCSO (RFP #10796)
 Department of Public Works, Facilities, & Parks obo
 East Garrison Community Services District

- 15.2 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by EGCS D and CONTRACTOR.
- 15.3 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by EGCS D and 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.
- 15.4 **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.
- 15.5 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.6 **Assignment and Subcontracting:** CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of EGCS D. None of the services covered by this Agreement shall be subcontracted without the prior written approval of EGCS D. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.7 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of EGCS D 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.
- 15.8 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.9 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both EGCS D and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** EGCS D 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.

- 15.14 **Counterparts:** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of EGCSO or 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.
- 15.16 **Integration:** This Agreement, including the exhibits, represents the entire Agreement between EGCSO and CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between EGCSO and CONTRACTOR as of the effective date of this Agreement, which is the date that EGCSO signs the Agreement.
- 15.17 **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.

16.0 SIGNATURE PAGE:

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

EGCS D

By: Wally Wash
Chair, Monterey County Board of Supervisors
Acting as the Board of Directors of the EGCS D

Date: Oct 5, 2021

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form¹
Office of the County Counsel
Leslie J. Girard, County Counsel

By: Kristi Markey
EGCS D Counsel
Kristi Markey

Date: 9/7/2021 | 5:25 PM PDT

Approved as to Fiscal Provisions²

By: Gary Giboney
Auditor/Controller
Gary Giboney

Date: 9/8/2021 | 10:37 AM PDT

Approved as to Liability Provisions³

Office of the County Counsel
Leslie J. Girard, County Counsel
By: Danielle P. Mancuso
Danielle Mancuso, Risk Manager

Date: 9/8/2021 | 10:35 AM PDT

EGCS D Board of Directors' Agreement Number: _____, approved on (date): _____

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

- ¹ Approval by County Counsel is required
- ² Approval by Auditor-Controller is required
- ³ Approval by Risk Manager is necessary only if changes are made in paragraphs 8 or 9

Al Fresco Landscape Management Inc.
CONTRACTOR's Business Name*

DocuSigned by:
Lucille Del Carlo
(Signature of Chair, President, or Vice-President)*

Lucille Dei Carlo, President
Print Name and Title

Date: 9/3/2021 | 5:19 PM PDT

DocuSigned by:
Frank Del Carlo
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Frank Del Carlo, Vice President/Secretary
Print Name and Title

Date: 9/3/2021 | 5:32 PM PDT

Al Fresco Landscape Management, Inc.
Stormwater and Flood Control Maintenance Services for
EGCS D (RFP #10796)
Department of Public Works, Facilities, & Parks obo
East Garrison Community Services District

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
East Garrison Community Services District, a dependent special district in the
County of Monterey, hereinafter referred to as “EGCSD”
and
Al Fresco Management, 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 drainage, stormwater, flood control maintenance services on EGCSD stormwater basins as set forth below:

A.2 Monitoring Program

A.2.1 CONTRACTOR shall perform the following inspections:

- A.2.1.1 Routine inspections after rain events to verify that the surface of retained water is dropping with time, indicating infiltration.
- A.2.1.2 To assess if any obstructions or evidence of general erosion is present at inlets and outlets, two (2) times per year.
- A.2.1.3 To determine if erosion or bank failures have occurred around the perimeter of the basins, two (2) times per year.
- A.2.1.4 During dry months to determine the extent of sediment deposition on basin floors, two (2) times per year.
- A.2.1.5 To qualitatively assess the integrity and performance of the geosynthetic liner installed at Basin 3, two (2) times per year.
- A.2.1.6 To observe the relative quantity of deleterious materials that could interfere with stormwater conveyance, two (2) times per year.
- A.2.1.7 To determine the condition of basin signage, barriers, and evidence of improper encroachment, two (2) times per year.
- A.2.1.8 To observe if ponded water that could serve as mosquito habitat is present within the detention basins, two (2) times per year.
- A.2.1.9 To assess pumping performance and back-up generator system. Response to alarm system on an as-needed basis, two (2) times per year.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

A.2.1.10 To observe the relative quantity of deleterious material that could interfere with stormwater conveyance.

A.2.1.11 To determine the presence of vegetation greater than five (5) feet in height or the presence of woody vegetation.

A.3 Monitoring Schedule

A.3.1 CONTRACTOR shall perform routine monitoring – Two (2) full monitoring events per year; one (1) during the wet season following a storm resulting in 0.2 inches or more of precipitation.

A.3.2 CONTRACTOR shall perform extreme event monitoring – Monitoring events following a storm resulting in two inches (2”) or greater of precipitation in a 24-hour period.

A.3.3 CONTRACTOR shall perform the following routine maintenance activities at least twice per year:

- A.3.3.1 Removal of litter and coarse debris
- A.3.3.2 Vegetation control and management
- A.3.3.3 Cleaning of stormwater basin outlet structures
- A.3.3.4 Stormwater Basin 2b junction box maintenance

A.3.4 CONTRACTOR shall perform the following non-routine maintenance as needed:

- A.3.4.1 Emergency outlet maintenance
- A.3.4.2 Bank repairs
- A.3.4.3 Sediment removal
- A.3.4.4 Geotextile liner repair
- A.3.4.5 Improper encroachment

A.4 CONTRACTOR shall prepare a detailed cost proposal and schedule, to include a GIS compatible report listing each location identified, including a photo, and exact location for needed repair project. Once the cost proposal is approved in writing by EGCSO, CONTRACTOR will be issued a Notice to Proceed with authorization to perform the proposed services.

A.5 CONTRACTOR shall perform services within a reasonable timeframe and as requested by EGCSO.

A.6 CONTRACTOR shall complete Stormwater/Flood Control Maintenance Checklist twice a year and provide copy to EGCSO. See Attachment 1.

A.7 CONTRACTOR shall complete Emergency Diesel Generator Monthly Operating Hours and Fuel Log and provide copy to EGCSO monthly. See Attachment 2.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- A.8 CONTRACTOR shall install a drywell in Basin 2A to assist in moving water away from the property, additional costs will apply.
- A.9 All written reports required under this Agreement shall be delivered electronically and in hardcopy to the following individual:

Dawn M. Yonemitsu, Management Analyst II
 County of Monterey, Department of Public Works, Facilities, & Parks (PWFP)
 1441 Schilling Place, South 2nd Floor
 Salinas, California 93901-4527
 Email: yonemitsud@co.monterey.ca.us

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

EGCSD shall pay an amount not to exceed \$570,000 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 or in accordance with the following terms:

CONTRACTOR Staff	Hourly Rate				
	Year 1	Year 2	Year 3	Year 4	Year 5
Maintenance Crew 1	\$49	\$49	\$50	\$50	\$50
Maintenance Crew Foreman	\$65	\$65	\$65	\$65	\$65
Supervisor	\$75	\$75	\$75	\$75	\$75
Irrigation Tech	\$75	\$75	\$75	\$75	\$75

SubContractor(s)	Total Cost	% of Markup
	At Cost	10%

Reimbursable Item(s)	Total Cost	% of Markup
Sandbags	At Cost	10%
Liner Material	At Cost	10%
Top Soil	At Cost	10%
Basin 2A Drywell Install	At Cost	10%

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Project Area	Rate by Area				
	Year 1	Year 2	Year 3	Year 4	Year 5
Basin 1A & 1B	\$16,700	\$17,535	\$18,411	\$19,332	\$20,298
Basin 2A & 2B	\$17,320	\$18,186	\$19,095	\$20,050	\$21,052
Basin 3	\$14,100	\$14,805	\$15,545	\$16,322	\$17,138
Basin 4	\$8,900	\$9,345	\$9,812	\$10,302	\$10,817
TOTAL	\$57,020	\$59,871	\$62,863	\$66,006	\$69,305

General maintenance services for the listed project areas shall not exceed the annual sum in the table above and shall further not exceed the total amount of \$315,065 for the initial term of this Agreement.

No travel reimbursement shall be allowed during this Agreement.

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 Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, services/project (*Stormwater and Flood Control Maintenance Services for EGCS*D), and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to EastGarrisonCSD@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities, & Parks – EGCS
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to PWFP EGCS at (831) 755-5295 or via email to: EastGarrisonCSD@co.monterey.ca.us.

EGCS 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.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

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

EGCS D 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.

Stormwater/Flood Control Maintenance Checklist

Monitoring/Maintenance Activity		Yes	No	N/A	Maintenance Remarks
Inlet/Outlet Obstructions	Are any of the Inlets obstructed with debris?				
	Is there large vegetation growing within 6 feet of Inlet opening?				
	Are the Inlets functioning in a satisfactory manner?				
	Are there any obstructions blocking the opening of the topped riser?				
Overall Basin Condition	Is there coarse debris or trash in the basin?				
	Can the debris be removed by hand or will vehicles be required?				
	Is there an overgrowth of vegetation such that the volume of the basin is diminished?				
	Can the vegetation be removed by hand or will vehicles be required?				
	Are the side slopes and embankments in good condition?				
	Does maintenance need to be scheduled to stabilize the slopes or embankments?				
Infiltration Obstructions	Is there a buildup of algae or silt on the floor of the basin? To what degree?				
	Does maintenance need to be scheduled to remove the buildup?				
	Can the buildup be removed by hand or will vehicles be required?				
Infiltration Rate Monitoring	Is there evidence of long-term (more than a week) ponding of water? Describe in the notes.				
	Have direct observations been made of standing water in the basin for longer than 48 hours after the last pump cycle?				
	What is believed to be the cause of the standing water?				
	Does maintenance need to be scheduled to remediate the problem?				
Human Encroachment	Is there evidence of encroachment, vandalism, or improper use of the stormwater basin?				
	Does maintenance need to be scheduled to repair any damage?				
	What efforts can be undertaken to reduce any observed encroachment?				
Additional Maintenance Recommendations	Do any basin structures require maintenance to provide more effective function?				
	Are there remedial or repair tasks that should be undertaken in the near future?				

Date:

Completed by:

Signature _____

Al Fresco Landscaping Management, Inc.
 Stormwater and Flood Control Maintenance Services for
 EGCSD (RFP #10796)
 Department of Public Works, Facilities, & Parks

EMERGENCY DIESEL GENERATOR MONTHLY OPERATING HOURS AND FUEL LOG

Attachment #2

COMPANY: _____
 GENERATOR OWNER: East Garrison Community Services District
 LOCATION: 100 N Ord Ave, East Garrison, CA
 PERMIT TO OPERATE: GNR-0018082

MONTH & YEAR: _____ PAGE 1 OF _____

TOTAL TEST/EXERCISE & EMERGENCY PERIODS

1. START HOUR METER READING: _____
2. END HOUR METER READING: _____
3. TOTAL TEST/EXERCISE & EMERGENCY TIME (2-1): _____ HOURS/MONTH

TEST/EXERCISE PERIODS

4. EXERCISE: _____ MINUTES EVERY _____ HOURS/MONTH
5. ADDITIONAL TEST/EXERCISE TIMES (ATTACH ADDITIONAL PAGES, IF NEEDED)

<u>DATE</u>	<u>ELAPSED TIME</u>	<u>DATE</u>	<u>ELAPSED TIME</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TOTAL ADDITIONAL TEST/EXERCISE TIME (5) _____ HOURS/MONTH

6. TOTAL TEST/EXERCISE TIME (4+5) _____ HOURS/MONTH

EMERGENCY PERIODS

7. TOTAL EMERGENCY TIME (3-6) _____ HOURS/MONTH

FUEL CONSUMPTION

8. <u>DATE</u>	<u>FUEL DELIVERED</u>	<u>NAME OF FUEL SUPPLIER</u>
_____	_____ GALLONS	_____
_____	_____ GALLONS	_____
_____	_____ GALLONS	_____
_____	_____ GALLONS	_____
_____	_____ GALLONS	_____
_____	_____ GALLONS	_____

**EXHIBIT B – INCORPORATION OF REQUEST FOR PROPOSALS #10796 AND
PROPOSAL DOCUMENTS**

The County of Monterey Department of Public Works, Facilities, & Parks (PWF&P) invited submittals to Request for Proposals (RFP) through RFP #10796, to provide stormwater and flood control maintenance services for the East Garrison Community Services District (EGCSD). Al Fresco Landscape Management, Inc. submitted a responsive and responsible Proposal to perform the services listed in RFP #10796. County selected Al Fresco Landscape Management, Inc. to provide these services.

RFP #10796 and the Proposal submitted by Al Fresco Landscape Management, Inc. are hereby incorporated into this Agreement by this reference and are on file with the PWF&P.