

**RENEWAL AGREEMENT & AMENDMENT #2  
TO MASTER AGREEMENT  
FOR LANDSCAPING SERVICES  
By and between  
COUNTY OF MONTEREY  
&  
SMITH & ENRIGHT LANDSCAPE, INC.**

This **RENEWAL AGREEMENT & AMENDMENT #2** is made to the MASTER AGREEMENT for the provision of LANDSCAPING SERVICES by and between SMITH & ENRIGHT LANDSCAPE, INC., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the MASTER AGREEMENT expired pursuant to its terms on June 30, 2013; and

**WHEREAS**, the County and CONTRACTOR agree to renew the MASTER AGREEMENT retroactive to July 1, 2013 and to extend the term of the Agreement for an additional six (6) months through and including December 31, 2013; and

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

**WHEREAS**, the MASTER AGREEMENT expired pursuant to its terms on June 30, 2013; and

**WHEREAS**, the County and CONTRACTOR agree to renew the MASTER AGREEMENT retroactive to July 1, 2013 and to extend the term of the Agreement for an additional six (6) months through and including December 31, 2013; and

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. The AGREEMENT is renewed retroactive to July 01, 2013, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Section 3.1, "The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2010 with the option to extend the AGREEMENT for three (3) additional one (1) year periods.", is replaced with "**This Agreement shall be in full force and effect, commencing from May 4, 2011 through December 31, 2013.**".
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT and previously executed AMENDMENT 1 is unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated May 4, 2011.

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Contracts/Purchasing Officer

By:   
Signature of Chair, President, or  
Vice-President

\_\_\_\_\_  
Dated:

Richard Enright  
Printed Name and Title

*Approved as to Fiscal Provisions:*

Dated: 6/26/13

  
Deputy Auditor/Controller

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Dated: 6-26-13

*Approved as to Liability Provisions:*

\_\_\_\_\_  
Printed Name and Title

N/A  
Risk Management

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Dated:

*Approved as to Form:*

  
Deputy County Counsel

Dated: 6-26-13

\*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.

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

Approve and authorize the Contracts/Purchasing Officer to sign )  
Agreements with Commercial Environment Landscaping, Green Valley )  
Landscape, K & D Landscaping, Linda Vista Landscape, and Smith & )  
Enright Landscaping Inc., for the provision of on-call landscaping )  
services for \$10,000 or less per project to the County of Monterey for )  
the initial term of two (2) years, from the date of signing the )  
Agreements through June 30, 2010, including the option to extend the )  
Agreement for three (3) additional one (1) year periods, with a yearly )  
aggregate value estimated not to exceed \$150,000 for all Agreements, )  
in accordance with the terms and conditions set within each )  
Agreement..... )

Upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, and  
carried by those members present, the Board hereby:

Approves and authorizes the Contracts/Purchasing Officer to sign Agreements with Commercial  
Environment Landscaping, Green Valley Landscape, K & D Landscaping, Linda Vista Landscape,  
and Smith & Enright Landscaping Inc., for the provision of on-call landscaping services for \$10,000  
or less per project to the County of Monterey for the initial term of two (2) years, from the date of  
signing the Agreements through June 30, 2010, including the option to extend the Agreement for  
three (3) additional one (1) year periods, with a yearly aggregate value estimated not to exceed  
\$150,000 for all Agreements, in accordance with the terms and conditions set within each  
Agreement.

PASSED AND ADOPTED on this 10th day of June 2008, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

I, Denise Pennell, Interim 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 at page \_\_\_\_ of Minute Book \_\_\_\_\_, on

\_\_\_\_\_  
Dated:

Denise Pennell, Interim Clerk of the Board of Supervisors, County of Monterey, State of California.

By \_\_\_\_\_  
Deputy

MONTEREY COUNTY BOARD OF SUPERVISORS

<b>MEETING:</b> June 10, 2008 - Consent	<b>AGENDA NO.:</b>
<b>SUBJECT:</b> Approve and authorize the Contracts/Purchasing Officer to sign Agreements with Commercial Environment Landscaping, Green Valley Landscape, K & D Landscaping, Linda Vista Landscape, and Smith & Enright Landscaping Inc., for the provision of on-call landscaping services for \$10,000 or less per project to the County of Monterey for the initial term of two (2) years, from the date of signing the Agreements through June 30, 2010, including the option to extend the Agreement for three (3) additional one (1) year periods, with a yearly aggregate value estimated not to exceed \$150,000 for all Agreements, in accordance with the terms and conditions set within each Agreement.	
<b>DEPARTMENT:</b> County Administrative Office	

RECOMMENDATION:

It is recommended that the Board of Supervisors approve and authorize the Contracts/Purchasing Officer to sign Agreements with Commercial Environment Landscaping, Green Valley Landscape, K & D Landscaping, Linda Vista Landscape, and Smith & Enright Landscaping Inc., for the provision of on-call landscaping services for \$10,000 or less per project to the County of Monterey for the initial term of two (2) years, from the date of signing the Agreements through June 30, 2010, including the option to extend the Agreement for three (3) additional one (1) year periods, with a yearly aggregate value estimated not to exceed \$150,000 for all Agreements, in accordance with the terms and conditions set within each Agreement.

SUMMARY/DISCUSSION:

Approval of the recommended action will enable the County to obtain on-call landscaping services for projects \$10,000 or less per project to the County of Monterey for the initial term of two (2) years, from the date of signing the Agreements through June 30, 2010, including the option to extend the Agreements for three (3) additional one (1) year periods, with a yearly aggregate value estimated not to exceed \$150,000 for all Agreements, in accordance with the terms and conditions set within each Agreement.

Services will include lawn service, plant maintenance, and other miscellaneous landscaping services. Each Agreement is based upon County requirements as set forth in the terms and conditions of RFP #10097. Each Agreement will be included in the Master Service Agreement schedule, eliminating the need for separate agreements for each County department. Based on historical usage, the yearly aggregate value is estimated not to exceed \$150,000 for all Agreements. Copies of each Agreement are on file with the Clerk of the Board.

OTHER AGENCY INVOLVEMENT:

County Counsel approved each Agreement as to form. Risk Management and the Auditor's Office have approved each Agreement.

FINANCING:

Based upon the historical usage, funds to be used for these services are estimated not to exceed the yearly aggregate value of \$150,000 for all Agreements. Expenditures will depend on the actual services requested by individual County departments.

Prepared by:

Approved by:

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Michael Derr  
Contracts/Purchasing Officer

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Rosie Pando  
Assistant County Administrative Officer

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Candice C. Chin  
Management Analyst II  
Date: May 2, 2008

### AMENDMENT #1 TO AGREEMENT

## COUNTY OF MONTEREY & SMITH & ENRIGHT LANDSCAPING, INC.

THIS AMENDMENT is made to the AGREEMENT (RFP #10097) for the provision of landscaping services by and between SMITH & ENRIGHT LANDSCAPING, INC., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

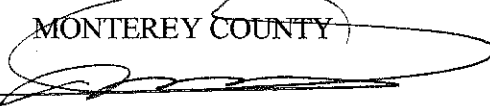
**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's exercise of the option to extend for one (1) additional year.

**WHEREAS**, the County and CONTRACTOR previously amended the AGREEMENT via Amendment No. 1 and Amendment No. 2,


**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 3.0, "TERM OF AGREEMENT", shall be amended by removing "This Agreement shall be in full force and effect, commencing from the time of the signed Agreement through June 30, 2012, with the option to extend the AGREEMENT for one (1) optional one-year periods." and replacing it with "This Agreement shall be in full force and effect, commencing from the time of the signed Agreement through June 30, 2013."
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated May 4, 2011.


**IN WITNESS WHEREOF**, the parties have executed the AMENDMENT on the day and year written below.

MONTEREY COUNTY  
  
 Contracts/Purchasing Officer

Dated 6-13-12

CONTRACTOR  
 By   
 Company Representative

Printed Name Selena Herrin  
 Dated 5-9-12

Reviewed as to local provisions  
  
 Auditor-Controller  
 County of Monterey  
 6-14-12

**AGREEMENT TO PROVIDE LANDSCAPING SERVICES  
\$10,000 or LESS FOR THE COUNTY MONTEREY**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and SMITH & ENRIGHT LANDSCAPING, INC., hereinafter referred to as "CONTRACTOR."

**RECITALS**

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP #10097) for landscaping services \$10,000 or less per project, in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, the County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

**PERFORMANCE OF THE AGREEMENT**

After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages the CONTRACTOR to provide the services set forth in RFP #10097 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10097. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP # 10097 dated March 25, 2008

Addendum #1

CONTRACTOR's Proposal dated February 14, 2011 including all attachments and exhibits, to RFP #10097

AGREEMENT

Certificate of Insurance

Additional Insured Endorsements

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, General Requirements and General Provisions, CONTRACTOR'S Proposal (with all attachments and

exhibits), RFP #10097. Addendum #1, Certificate of Insurance, and Additional Insured Endorsements.

## 1.0 SCOPE OF SERVICE

- 1.1 All work shall be done on a work order basis as requested by the ordering County department.
- 1.2 CONTRACTOR shall conduct a thorough visual inspection of the grounds and evaluate the conditions of the landscaping project.
- 1.3 CONTRACTOR shall furnish all supervision, labor, material, and equipment necessary to accomplish the requested landscaping service.
- 1.4 CONTRACTOR shall furnish all labor and equipment required to fulfill the AGREEMENT at no additional expense to the County.
- 1.5 CONTRACTOR shall use generally accepted and best professional landscaping standards and methods for all work.
- 1.6 Lawn services shall include but are not limited to:
  - 1.6.1 cutting grass
  - 1.6.2 aeration of turf areas
  - 1.6.3 edging
  - 1.6.4 pesticide application
  - 1.6.5 irrigation maintenance/monitoring
  - 1.6.6 fertilizing at regular intervals
- 1.7 Plant maintenance services shall include but are not limited to:
  - 1.7.1 regular spot spray applications of herbicides and plant protection pesticides as well as spot treatment with snail bait
  - 1.7.2 pruning of trees and shrubs
  - 1.7.3 pruning of all plant material according to accepted and best landscape maintenance practices
  - 1.7.4 edging all property exterior areas, front, back, side and sidewalks,
  - 1.7.5 removal of normal debris such as horticultural debris, litter & debris generated by CONTRACTOR at time of service.
  - 1.7.6 weed abatement in lawns, plant beds, fence line, driveways, and curbs
- 1.8 CONTRACTOR shall to provide advance notification to the ordering County department's authorized representative of any large-scale pesticide application.



## 2.0 LICENSING

- 2.1 CONTRACTOR shall possess a valid Pest Control operator's license as issued by the Department of Pesticide Regulation, State of California, during the entire term of this AGREEMENT. CONTRACTOR shall perform all safety functions in accordance with all applicable regulations.
- 2.2 CONTRACTOR shall possess and maintain a valid current "C-27" Landscape Contractor's License during the term of the AGREEMENT
- 2.3 CONTRACTOR shall ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, California State Contractors License Board, and CAL/OSHA regulations, as applicable.
- 2.4 CONTRACTOR shall ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

## 3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2012, with the option to extend the AGREEMENT for one (1) optional one-year period.
- 3.2 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.
- 3.3 If the County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any rate and/or terms and conditions changes in writing.

## 4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with EXHIBIT A - RATE SCHEDULE attached hereto.
  - 4.1.1 Each project shall not exceed the maximum amount of \$10,000.
- 4.2 Prior to the start of each project, the County department and CONTRACTOR shall mutually agree upon the budget for the project.
  - 4.2.1 County shall provide a defined scope.
  - 4.2.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.

- 4.3 Prices quoted for work assignments shall remain in effect for a minimum of thirty (30) days.
- 4.4 CONTRACTOR prices as stated in EXHIBIT A - RATE SCHEDULE 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.
- 4.5 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 4.6 Invoice amounts shall be billed directly to the ordering department.
- 4.7 CONTRACTOR shall reference the AGREEMENT number and RFP #10097 on all invoices submitted to the County. 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.

## 5.0 INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

## 6.0 INSURANCE

### 6.1 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, a certified copy of the policy or policies shall be provided by the Contractor upon request.

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 such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

## **6.2 Qualifying Insurers:**

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

## **6.3 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:

- 6.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, 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.
- 6.3.2 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 \$500,000 per occurrence.
- 6.3.3 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.
- 6.3.4 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, 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.

#### **6.4 Other Insurance 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.

- 6.5** 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.
- 6.6** 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.
- 6.7** 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.
- 6.8** 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.

## 7.0 PREVAILING WAGE

If applicable, 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 at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

## 8.0 NOTICES

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 the County's contract administrator 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 THE COUNTY:

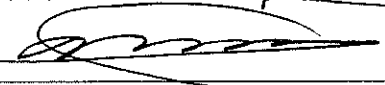
Contracts/Purchasing Officer  
County of Monterey Contracts/Purchasing Division  
168 W. Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901-2439  
Tel. No.: (831) 755-4990 FAX No.: (831) 755-4969

### TO THE CONTRACTOR:

SMITH & ENRIGHT LANDSCAPING, INC.  
540 Work Street Ste. C  
Salinas CA 93901  
Tel. No. 831-758-6766 FAX No. 831-758-5589

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

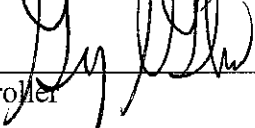
MONTEREY COUNTY



Contracts/Purchasing Officer

Dated: 5-4-11

Approved as to Fiscal Provisions:




Auditor/Controller  
Dated: 4-27-11

Approved as to Liability Provisions:

Risk Management


Dated:

Approved as to Form:



Deputy County Counsel  
Dated: 5-3-11

CONTRACTOR

By: 

Signature of Chair, President, or Vice-President

JAMES F. SMITH  
Printed Name and Title

Dated: 4-19-11

By: 

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Richard A. Enright  
Printed Name and Title

Dated: 4-19-2011

\*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.

## **EXHIBIT A RATE SCHEDULE**

	<b>HOURLY RATE</b>
<b>LAWN CARE</b>	\$28.00/hour
<b>PLANT MAINTENANCE</b>	N/A

RFP # 10097- Green Valley

**RENEWAL AGREEMENT & AMENDMENT #1  
TO MASTER AGREEMENT  
FOR LANDSCAPING SERVICES  
By and between  
COUNTY OF MONTEREY  
&  
GREEN VALLEY LANDSCAPE, INC.**

This **RENEWAL AGREEMENT & AMENDMENT #1** is made to the **MASTER AGREEMENT** for the provision **LANDSCAPING SERVICES** by and between **GREEN VALLEY LANDSCAPE, INC.**, hereinafter "**CONTRACTOR**", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "**County**".

**WHEREAS**, the **MASTER AGREEMENT** expired pursuant to its terms on June 30, 2013; and

**WHEREAS**, the County and **CONTRACTOR** agree to renew the **MASTER AGREEMENT** retroactive to July 1, 2013 and to extend the term of the Agreement for an additional six (6) months through and including December 31, 2013; and

**NOW THEREFORE**, the County and **CONTRACTOR** hereby agree to amend the **AGREEMENT** as follows:

**WHEREAS**, the **MASTER AGREEMENT** expired pursuant to its terms on June 30, 2013; and

**WHEREAS**, the County and **CONTRACTOR** agree to renew the **MASTER AGREEMENT** retroactive to July 1, 2013 and to extend the term of the Agreement for an additional six (6) months through and including December 31, 2013; and

**NOW THEREFORE**, the County and **CONTRACTOR** hereby agree to amend the **AGREEMENT** as follows:

1. The **AGREEMENT** is renewed retroactive to July 01, 2013, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Section 3.1, "The initial term shall commence with the signing of the **AGREEMENT** through and including June 30, 2010 with the option to extend the **AGREEMENT** for three (3) additional one (1) year periods.", is replaced with "This Agreement shall be in full force and effect, commencing from June 23, 2008 through December 31, 2013."
3. Except as provided herein, all remaining terms, conditions and provisions of the **AGREEMENT** is unchanged and unaffected by this **AMENDMENT** and shall continue in full force and effect as set forth in the **AGREEMENT**.



RFP # 10097- Green Valley

4. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated June 23, 2008.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: [Signature]  
Signature of Chair, President, or Vice-President

Dated:

Mitsuhisa Mori, Pres  
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 6/25/13

Deputy Auditor/Controller

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Dated:

MARIANNA MORI CFO  
Printed Name and Title

Approved as to Liability Provisions:

N/A  
Risk Management

Dated: 6/25/13

Dated:

Approved as to Form:

[Signature]  
Deputy County Counsel

Dated:

6-26-13

\*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.

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

Approve and authorize the Contracts/Purchasing Officer to sign )  
Agreements with Commercial Environment Landscaping, Green Valley )  
Landscape, K & D Landscaping, Linda Vista Landscape, and Smith & )  
Enright Landscaping Inc., for the provision of on-call landscaping )  
services for \$10,000 or less per project to the County of Monterey for )  
the initial term of two (2) years, from the date of signing the )  
Agreements through June 30, 2010, including the option to extend the )  
Agreement for three (3) additional one (1) year periods, with a yearly )  
aggregate value estimated not to exceed \$150,000 for all Agreements, )  
in accordance with the terms and conditions set within each )  
Agreement..... )

Upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, and  
carried by those members present, the Board hereby:

Approves and authorizes the Contracts/Purchasing Officer to sign Agreements with Commercial  
Environment Landscaping, Green Valley Landscape, K & D Landscaping, Linda Vista Landscape,  
and Smith & Enright Landscaping Inc., for the provision of on-call landscaping services for \$10,000  
or less per project to the County of Monterey for the initial term of two (2) years, from the date of  
signing the Agreements through June 30, 2010, including the option to extend the Agreement for  
three (3) additional one (1) year periods, with a yearly aggregate value estimated not to exceed  
\$150,000 for all Agreements, in accordance with the terms and conditions set within each  
Agreement.

PASSED AND ADOPTED on this 10th day of June 2008, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

I, Denise Pennell, Interim 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 at page \_\_\_\_ of Minute Book \_\_\_\_\_, on

\_\_\_\_\_  
Dated:

Denise Pennell, Interim Clerk of the Board of Supervisors, County of Monterey, State of California.

By \_\_\_\_\_  
Deputy

MONTEREY COUNTY BOARD OF SUPERVISORS

<b>MEETING:</b> June 10, 2008 - Consent	<b>AGENDA NO.:</b>
<b>SUBJECT:</b> Approve and authorize the Contracts/Purchasing Officer to sign Agreements with Commercial Environment Landscaping, Green Valley Landscape, K & D Landscaping, Linda Vista Landscape, and Smith & Enright Landscaping Inc., for the provision of on-call landscaping services for \$10,000 or less per project to the County of Monterey for the initial term of two (2) years, from the date of signing the Agreements through June 30, 2010, including the option to extend the Agreement for three (3) additional one (1) year periods, with a yearly aggregate value estimated not to exceed \$150,000 for all Agreements, in accordance with the terms and conditions set within each Agreement.	
<b>DEPARTMENT:</b> County Administrative Office	

RECOMMENDATION:

It is recommended that the Board of Supervisors approve and authorize the Contracts/Purchasing Officer to sign Agreements with Commercial Environment Landscaping, Green Valley Landscape, K & D Landscaping, Linda Vista Landscape, and Smith & Enright Landscaping Inc., for the provision of on-call landscaping services for \$10,000 or less per project to the County of Monterey for the initial term of two (2) years, from the date of signing the Agreements through June 30, 2010, including the option to extend the Agreement for three (3) additional one (1) year periods, with a yearly aggregate value estimated not to exceed \$150,000 for all Agreements, in accordance with the terms and conditions set within each Agreement.

SUMMARY/DISCUSSION:

Approval of the recommended action will enable the County to obtain on-call landscaping services for projects \$10,000 or less per project to the County of Monterey for the initial term of two (2) years, from the date of signing the Agreements through June 30, 2010, including the option to extend the Agreements for three (3) additional one (1) year periods, with a yearly aggregate value estimated not to exceed \$150,000 for all Agreements, in accordance with the terms and conditions set within each Agreement.

Services will include lawn service, plant maintenance, and other miscellaneous landscaping services. Each Agreement is based upon County requirements as set forth in the terms and conditions of RFP #10097. Each Agreement will be included in the Master Service Agreement schedule, eliminating the need for separate agreements for each County department. Based on historical usage, the yearly aggregate value is estimated not to exceed \$150,000 for all Agreements. Copies of each Agreement are on file with the Clerk of the Board.

OTHER AGENCY INVOLVEMENT:

County Counsel approved each Agreement as to form. Risk Management and the Auditor's Office have approved each Agreement.

FINANCING:

Based upon the historical usage, funds to be used for these services are estimated not to exceed the yearly aggregate value of \$150,000 for all Agreements. Expenditures will depend on the actual services requested by individual County departments.

Prepared by:

Approved by:

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Michael Derr  
Contracts/Purchasing Officer

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Rosie Pando  
Assistant County Administrative Officer

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Candice C. Chin  
Management Analyst II  
Date: May 2, 2008

**AGREEMENT TO PROVIDE LANDSCAPING SERVICES  
\$10,000 or LESS FOR THE COUNTY MONTEREY**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and GREEN VALLEY LANDSCAPE, INC., hereinafter referred to as "CONTRACTOR."

**RECITALS**

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP #10097) for landscaping services \$10,000 or less per project, in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, the County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

**PERFORMANCE OF THE AGREEMENT**

After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages the CONTRACTOR to provide the services set forth in RFP #10097 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10097. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFP # 10097 dated March 13, 2008
- Addendum #1
- CONTRACTOR's Proposal dated March 31, 2008 including all attachments and exhibits, to RFP #10097
- AGREEMENT
- Certificate of Insurance
- Additional Insured Endorsements

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, General Requirements and General Provisions, CONTRACTOR's Proposal (with all attachments and

exhibits), RFP #10097. Addendum #1, Certificate of Insurance, and Additional Insured Endorsements.

## **1.0 SCOPE OF SERVICE**

- 1.1 All work shall be done on a work order basis as requested by the ordering County department.
- 1.2 CONTRACTOR shall conduct a thorough visual inspection of the grounds and evaluate the conditions of the landscaping project.
- 1.3 CONTRACTOR shall furnish all supervision, labor, material, and equipment necessary to accomplish the requested landscaping service.
- 1.4 CONTRACTOR shall furnish all labor and equipment required to fulfill the AGREEMENT at no additional expense to the County.
- 1.5 CONTRACTOR shall use generally accepted and best professional landscaping standards and methods for all work.
- 1.6 Lawn services shall include but are not limited to:
  - 1.6.1 cutting grass
  - 1.6.2 aeration of turf areas
  - 1.6.3 edging
  - 1.6.4 pesticide application
  - 1.6.5 irrigation maintenance/monitoring
  - 1.6.6 fertilizing at regular intervals
- 1.7 Plant maintenance services shall include but are not limited to:
  - 1.7.1 regular spot spray applications of herbicides and plant protection pesticides as well as spot treatment with snail bait
  - 1.7.2 pruning of trees and shrubs
  - 1.7.3 pruning of all plant material according to accepted and best landscape maintenance practices
  - 1.7.4 edging all property exterior areas, front, back, side and sidewalks,
  - 1.7.5 removal of normal debris such as horticultural debris, litter & debris generated by CONTRACTOR at time of service.
  - 1.7.6 weed abatement in lawns, plant beds, fence line, driveways, and curbs
- 1.8 CONTRACTOR shall to provide advance notification to the ordering County department's authorized representative of any large-scale pesticide application.

## 2.0 LICENSING

- 2.1 CONTRACTOR shall possess a valid Pest Control operator's license as issued by the Department of Pesticide Regulation, State of California, during the entire term of this AGREEMENT. CONTRACTOR shall perform all safety functions in accordance with all applicable regulations.
- 2.2 CONTRACTOR shall possess and maintain a valid current "C-27" Landscape Contractor's License during the term of the AGREEMENT
- 2.3 CONTRACTOR shall ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, California State Contractors License Board, and CAL/OSHA regulations, as applicable.
- 2.4 CONTRACTOR shall ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

## 3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2010, with the option to extend the AGREEMENT for three (3) optional one-year periods.
- 3.2 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.
- 3.3 If the County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any rate and/or terms and conditions changes in writing.

## 4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with EXHIBIT A - RATE SCHEDULE attached hereto.
  - 4.1.1 Each project shall not exceed the maximum amount of \$10,000.
- 4.2 Prior to the start of each project, the County department and CONTRACTOR shall mutually agree upon the budget for the project.
  - 4.2.1 County shall provide a defined scope.
  - 4.2.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.



- 4.3 Prices quoted for work assignments shall remain in effect for a minimum of thirty (30) days.
- 4.4 CONTRACTOR prices as stated in EXHIBIT A - RATE SCHEDULE 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.
- 4.5 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 4.6 Invoice amounts shall be billed directly to the ordering department.
- 4.7 CONTRACTOR shall reference the AGREEMENT number and RFP #10097 on all invoices submitted to the County. 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.

## 5.0 INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

## 6.0 INSURANCE

### 6.1 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, a certified copy of the policy or policies shall be provided by the Contractor upon request.

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 such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

## **6.2 Qualifying Insurers:**

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

## **6.3 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:

6.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, 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.

6.3.2 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 \$500,000 per occurrence.

6.3.3 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.

6.3.4 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, 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.

#### **6.4 Other Insurance 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.

**6.5** 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.

**6.6** 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.

**6.7** 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.

**6.8** 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.

## 7.0 PREVAILING WAGE

If applicable, 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 at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

## 8.0 NOTICES

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 the County's contract administrator 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 THE COUNTY:

Contracts/Purchasing Officer  
County of Monterey Contracts/Purchasing Division  
168 W. Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901-2439  
Tel. No.: (831) 755-4990 FAX No.: (831) 755-4969

### TO THE CONTRACTOR:


GREEN VALLEY LANDSCAPE, INC.  
1394 Ord Grove Ave.  
Seaside, CA 93955  
Tel. No. 831-393-9100 FAX No. 831-393-9200

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

CONTRACTOR

  
\_\_\_\_\_  
Contracts/Purchasing Officer

By:   
\_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

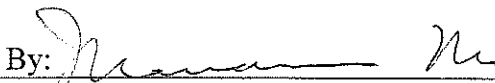
Dated: 6.23.08

Mitsugu Mori, Pres  
\_\_\_\_\_  
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 6/14/08

\_\_\_\_\_  
Auditor/Controller

By:   
\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Dated: \_\_\_\_\_

Marianna Mori, CFO  
\_\_\_\_\_  
Printed Name and Title

Approved as to Liability Provisions:

Dated: 6/17/08

\_\_\_\_\_  
Risk Management

Dated: \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
Assistant County Counsel

Dated: 5/15/08

\*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.

## EXHIBIT A RATE SCHEDULE

	HOURLY RATE
<b>LAWN CARE</b>	\$28.00
<b>PLANT MAINTENANCE</b>	\$28.00 (\$43.00 if prevailing wage mandated)
<b>MISCELLANEOUS</b>	
Landscape/hardscape installation	\$42.00 (\$65.00 if prevailing wage mandated)
CONTRACTOR owns two nurseries with a ready supply of plants	

**RENEWAL AGREEMENT & AMENDMENT #4  
TO MASTER AGREEMENT  
FOR LANDSCAPING SERVICES  
By and between  
COUNTY OF MONTEREY  
&  
K & D LANDSCAPING**

This **RENEWAL AGREEMENT & AMENDMENT #4** is made to the MASTER AGREEMENT for the provision of LANDSCAPING SERVICES by and between K & D LANDSCAPING, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the MASTER AGREEMENT expired pursuant to its terms on June 30, 2013; and

**WHEREAS**, the County and CONTRACTOR agree to renew the MASTER AGREEMENT retroactive to July 1, 2013 and to extend the term of the Agreement for an additional six (6) months through and including December 31, 2013; and

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

**WHEREAS**, the MASTER AGREEMENT expired pursuant to its terms on June 30, 2013; and

**WHEREAS**, the County and CONTRACTOR agree to renew the MASTER AGREEMENT retroactive to July 1, 2013 and to extend the term of the Agreement for an additional six (6) months through and including December 31, 2013; and

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. The AGREEMENT is renewed retroactive to July 01, 2013, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Section 3.1, "The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2010 with the option to extend the AGREEMENT for three (3) additional one (1) year periods.", is replaced with "**This Agreement shall be in full force and effect, commencing from June 16, 2008 through December 31, 2013.**".
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT and previously executed AMENDMENT's 1-3 are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.


4. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated June 16, 2008.

RFP # 10097-K&D

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By:   
Signature of Chair, President, or Vice-President

Dated:

Kendel White owner  
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 6/25/13

  
Deputy Auditor/Controller

By:  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Dated: 6-26-13

Printed Name and Title

Approved as to Liability Provisions:

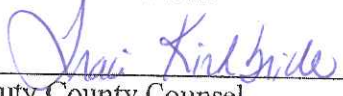
Dated:

N/A

Risk Management

Dated:

Approved as to Form:

  
Deputy County Counsel

Dated: 6-26-13

\*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.

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

Approve and authorize the Contracts/Purchasing Officer to sign )  
Agreements with Commercial Environment Landscaping, Green Valley )  
Landscape, K & D Landscaping, Linda Vista Landscape, and Smith & )  
Enright Landscaping Inc., for the provision of on-call landscaping )  
services for \$10,000 or less per project to the County of Monterey for )  
the initial term of two (2) years, from the date of signing the )  
Agreements through June 30, 2010, including the option to extend the )  
Agreement for three (3) additional one (1) year periods, with a yearly )  
aggregate value estimated not to exceed \$150,000 for all Agreements, )  
in accordance with the terms and conditions set within each )  
Agreement..... )

Upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, and  
carried by those members present, the Board hereby:

Approves and authorizes the Contracts/Purchasing Officer to sign Agreements with Commercial  
Environment Landscaping, Green Valley Landscape, K & D Landscaping, Linda Vista Landscape,  
and Smith & Enright Landscaping Inc., for the provision of on-call landscaping services for \$10,000  
or less per project to the County of Monterey for the initial term of two (2) years, from the date of  
signing the Agreements through June 30, 2010, including the option to extend the Agreement for  
three (3) additional one (1) year periods, with a yearly aggregate value estimated not to exceed  
\$150,000 for all Agreements, in accordance with the terms and conditions set within each  
Agreement.

PASSED AND ADOPTED on this 10th day of June 2008, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

I, Denise Pennell, Interim 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 at page \_\_\_\_ of Minute Book \_\_\_\_\_, on

\_\_\_\_\_  
Dated:

Denise Pennell, Interim Clerk of the Board of Supervisors, County of Monterey, State of California.

By \_\_\_\_\_  
Deputy



**MONTEREY COUNTY BOARD OF SUPERVISORS**

<b>MEETING:</b> June 10, 2008 - Consent	<b>AGENDA NO.:</b>
<b>SUBJECT:</b> Approve and authorize the Contracts/Purchasing Officer to sign Agreements with Commercial Environment Landscaping, Green Valley Landscape, K & D Landscaping, Linda Vista Landscape, and Smith & Enright Landscaping Inc., for the provision of on-call landscaping services for \$10,000 or less per project to the County of Monterey for the initial term of two (2) years, from the date of signing the Agreements through June 30, 2010, including the option to extend the Agreement for three (3) additional one (1) year periods, with a yearly aggregate value estimated not to exceed \$150,000 for all Agreements, in accordance with the terms and conditions set within each Agreement.	
<b>DEPARTMENT:</b> County Administrative Office	

**RECOMMENDATION:**

It is recommended that the Board of Supervisors approve and authorize the Contracts/Purchasing Officer to sign Agreements with Commercial Environment Landscaping, Green Valley Landscape, K & D Landscaping, Linda Vista Landscape, and Smith & Enright Landscaping Inc., for the provision of on-call landscaping services for \$10,000 or less per project to the County of Monterey for the initial term of two (2) years, from the date of signing the Agreements through June 30, 2010, including the option to extend the Agreement for three (3) additional one (1) year periods, with a yearly aggregate value estimated not to exceed \$150,000 for all Agreements, in accordance with the terms and conditions set within each Agreement.

**SUMMARY/DISCUSSION:**

Approval of the recommended action will enable the County to obtain on-call landscaping services for projects \$10,000 or less per project to the County of Monterey for the initial term of two (2) years, from the date of signing the Agreements through June 30, 2010, including the option to extend the Agreements for three (3) additional one (1) year periods, with a yearly aggregate value estimated not to exceed \$150,000 for all Agreements, in accordance with the terms and conditions set within each Agreement.

Services will include lawn service, plant maintenance, and other miscellaneous landscaping services. Each Agreement is based upon County requirements as set forth in the terms and conditions of RFP #10097. Each Agreement will be included in the Master Service Agreement schedule, eliminating the need for separate agreements for each County department. Based on historical usage, the yearly aggregate value is estimated not to exceed \$150,000 for all Agreements. Copies of each Agreement are on file with the Clerk of the Board.

**OTHER AGENCY INVOLVEMENT:**

County Counsel approved each Agreement as to form. Risk Management and the Auditor's Office have approved each Agreement.

**FINANCING:**

Based upon the historical usage, funds to be used for these services are estimated not to exceed the yearly aggregate value of \$150,000 for all Agreements. Expenditures will depend on the actual services requested by individual County departments.

Prepared by:

Approved by:

---

Michael Derr  
Contracts/Purchasing Officer

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Rosie Pando  
Assistant County Administrative Officer

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Candice C. Chin  
Management Analyst II  
Date: May 2, 2008

## AMENDMENT #3 TO AGREEMENT

### COUNTY OF MONTEREY & K & D LANDSCAPING

THIS AMENDMENT is made to the AGREEMENT (RFP #10097) for the provision of landscaping services by and between **K & D Landscaping**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County’s exercise of the option to extend for one (1) additional year.


**WHEREAS**, the County and CONTRACTOR previously amended the AGREEMENT via Amendment No. 1 and Amendment No. 2,

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 3.0, “TERM OF AGREEMENT”, shall be amended by removing “This Agreement shall be in full force and effect, commencing from the time of the signed Agreement through June 30, 2011, with the option to extend the AGREEMENT for one (1) optional one-year periods.” and replacing it with “**This Agreement shall be in full force and effect, commencing from the time of the signed Agreement through June 30, 2013.**”.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated June 10, 2008.

**IN WITNESS WHEREOF**, the parties have executed the AMENDMENT on the day and year written below.

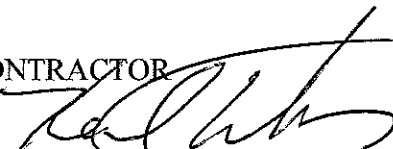
MONTEREY COUNTY



Contracts/Purchasing Officer

Dated 6-28-12

CONTRACTOR

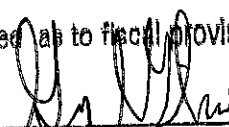


By \_\_\_\_\_  
Company Representative

Printed Name Kendel White

Dated 5/14/12

Reviewed as to fiscal provisions



Auditor/Controller  
County of Monterey 6-28-12

**AGREEMENT TO PROVIDE LANDSCAPING SERVICES  
\$10,000 or LESS FOR THE COUNTY MONTEREY**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and K & D LANDSCAPING, hereinafter referred to as "CONTRACTOR."

**RECITALS**

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP #10097) for landscaping services \$10,000 or less per project, in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, the County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

**PERFORMANCE OF THE AGREEMENT**

After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages the CONTRACTOR to provide the services set forth in RFP #10097 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10097. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFP # 10097 dated March 13, 2008
- Addendum #1
- CONTRACTOR'S Proposal dated March 20, 2008 including all attachments and exhibits, to RFP #10097
- AGREEMENT
- Certificate of Insurance
- Additional Insured Endorsements

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, General Requirements and General Provisions, CONTRACTOR'S Proposal (with all attachments and

exhibits), RFP #10097. Addendum #1, Certificate of Insurance, and Additional Insured Endorsements.

## **1.0 SCOPE OF SERVICE**

- 1.1 All work shall be done on a work order basis as requested by the ordering County department.
- 1.2 CONTRACTOR shall conduct a thorough visual inspection of the grounds and evaluate the conditions of the landscaping project.
- 1.3 CONTRACTOR shall furnish all supervision, labor, material, and equipment necessary to accomplish the requested landscaping service.
- 1.4 CONTRACTOR shall furnish all labor and equipment required to fulfill the AGREEMENT at no additional expense to the County.
- 1.5 CONTRACTOR shall use generally accepted and best professional landscaping standards and methods for all work.
- 1.6 Lawn services shall include but are not limited to:
  - 1.6.1 cutting grass
  - 1.6.2 aeration of turf areas
  - 1.6.3 edging
  - 1.6.4 pesticide application
  - 1.6.5 irrigation maintenance/monitoring
  - 1.6.6 fertilizing at regular intervals
- 1.7 Plant maintenance services shall include but are not limited to:
  - 1.7.1 regular spot spray applications of herbicides and plant protection pesticides as well as spot treatment with snail bait
  - 1.7.2 pruning of trees and shrubs
  - 1.7.3 pruning of all plant material according to accepted and best landscape maintenance practices
  - 1.7.4 edging all property exterior areas, front, back, side and sidewalks,
  - 1.7.5 removal of normal debris such as horticultural debris, litter & debris generated by CONTRACTOR at time of service.
  - 1.7.6 weed abatement in lawns, plant beds, fence line, driveways, and curbs
- 1.8 CONTRACTOR shall to provide advance notification to the ordering County department's authorized representative of any large-scale pesticide application.

## 2.0 LICENSING

- 2.1 CONTRACTOR shall possess a valid Pest Control operator's license as issued by the Department of Pesticide Regulation, State of California, during the entire term of this AGREEMENT. CONTRACTOR shall perform all safety functions in accordance with all applicable regulations.
- 2.2 CONTRACTOR shall possess and maintain a valid current "C-27" Landscape Contractor's License during the term of the AGREEMENT
- 2.3 CONTRACTOR shall ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, California State Contractors License Board, and CAL/OSHA regulations, as applicable.
- 2.4 CONTRACTOR shall ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

## 3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2010, with the option to extend the AGREEMENT for three (3) optional one-year periods.
- 3.2 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.
- 3.3 If the County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any rate and/or terms and conditions changes in writing.

## 4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with EXHIBIT A - RATE SCHEDULE attached hereto.
  - 4.1.1 Each project shall not exceed the maximum amount of \$10,000.
- 4.2 Prior to the start of each project, the County department and CONTRACTOR shall mutually agree upon the budget for the project.
  - 4.2.1 County shall provide a defined scope.
  - 4.2.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.

- 4.3 Prices quoted for work assignments shall remain in effect for a minimum of thirty (30) days.
- 4.4 CONTRACTOR prices as stated in EXHIBIT A - RATE SCHEDULE 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.
- 4.5 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 4.6 Invoice amounts shall be billed directly to the ordering department.
- 4.7 CONTRACTOR shall reference the AGREEMENT number and RFP #10097 on all invoices submitted to the County. 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.

## 5.0 INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

## 6.0 INSURANCE

### 6.1 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, a certified copy of the policy or policies shall be provided by the Contractor upon request.

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 such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

## **6.2 Qualifying Insurers:**

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

## **6.3 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:

- 6.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, 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.
- 6.3.2 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 \$500,000 per occurrence.
- 6.3.3 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.
- 6.3.4 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, 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.

**6.4 Other Insurance 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.

**6.5** 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.

**6.6** 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.

**6.7** 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.

**6.8** 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.

## 7.0 PREVAILING WAGE

If applicable, 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 at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

## 8.0 NOTICES

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 the County's contract administrator 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 THE COUNTY:

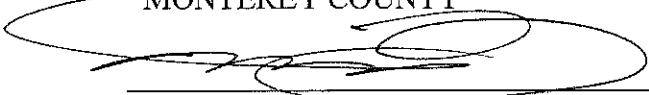
Contracts/Purchasing Officer  
County of Monterey Contracts/Purchasing Division  
168 W. Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901-2439  
Tel. No.: (831) 755-4990 FAX No.: (831) 755-4969

### TO THE CONTRACTOR:

K & D LANDSCAPING  
PO Box 2187  
Freedom CA 95019  
Tel. No. 831-728-4018 FAX No. 831-786-9670

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY



Contracts/Purchasing Officer

Dated: 6-16-08

Approved as to Fiscal Provisions:

Auditor/Controller

Dated:

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

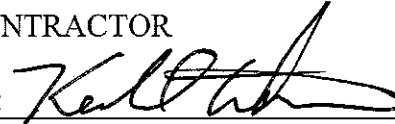


Assistant County Counsel

Dated: 5/15/08

CONTRACTOR

By:



Signature of Chair, President, or  
Vice-President

Kendel White - OWNER  
Printed Name and Title

Dated: 5-27-08

By:

(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Printed Name and Title

Dated:

\*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.

**EXHIBIT A**  
**RATE SCHEDULE**

	<b>HOURLY RATE</b>
<b>LAWN CARE</b>	\$65.00
<b>PLANT MAINTENANCE</b>	\$55.00
<b>MISCELLANEOUS</b>	
Irrigation repair	\$65.00
Chain link fence repair	\$65.00