

**RENEWAL AGREEMENT & AMENDMENT #4
TO MASTER AGREEMENT
TREE PRUNING AND TREE REMOVAL SERVICES
By and between
COUNTY OF MONTEREY
&
WEST COAST ARBORISTS, INC.**

This **RENEWAL AGREEMENT & AMENDMENT #4** is made to the MASTER AGREEMENT for the provision TREE PRUNING AND TREE REMOVAL SERVICES by and between WEST COAST ARBORISTS, 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:

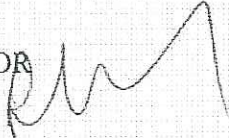
1. The AGREEMENT is renewed retroactive to July 01, 2013, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Section 3.1, "The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2010 with the option to extend the AGREEMENT for three (3) additional one (1) year periods.", is replaced with "**This Agreement shall be in full force and effect, commencing from August 22, 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 August 22, 2008.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

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

Dated:

Patrick Mahoney, President

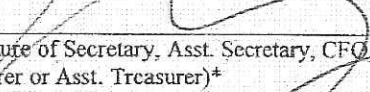
Approved as to Fiscal Provisions:

Printed Name and Title

Deputy Auditor/Controller

Dated: 6/26/13

Dated: 6-26-13

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

Approved as to Liability Provisions:

Richard Mahoney, Assistant Secretary

N/A
Risk Management

Printed Name and Title

Dated: 6/26/13

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

**Agreement No: A – 11336, A – 11337, A – 11338, A – 11339, A – 11340, A – 11341,
A – 11342, A – 11343**

- a. Approve and authorize the Contracts/Purchasing Officer to sign Agreements with)
Alta Construction, LLC, Arboricultural Specialties, Inc., dba, The Professional)
Tree Care Co., Community Tree Service, S & C Tree Service, South Bay Tree)
Care, Inc., Topes Tree Service, Urban Lumberjacks, Inc., and West Coast)
Arborists, Inc., for provision of tree pruning and tree removal services to the)
County of Monterey in the amount of \$10,000 or less per project on an as-needed)
basis, for the term of approximately eighteen (18) months from the date of signing)
through, and including June 30, 2010, and to include the option to extend the)
Agreements for three (3) additional one (1) year periods in accordance with the)
terms and conditions set within each Agreement. The aggregate amount to be)
spent for all Agreements issued under RFP No. 10096 is estimated not to exceed)
\$1,000,000; and)
- b. Authorize the Contracts/Purchasing Officer to sign similar additional Agreements)
for tree pruning and tree removal services with qualified contractors who meet the)
minimum requirements of the County of Monterey.)

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

- a. Approved and authorized the Contracts/Purchasing Officer to sign Agreements with Alta Construction, LLC (A-11336), Arboricultural Specialties, Inc., dba, The Professional Tree Care Co. (A-11337), Community Tree Service (A-11338), S & C Tree Service (A-11339), South Bay Tree Care, Inc. (A-11340), Topes Tree Service (A-11341), Urban Lumberjacks, Inc. (A-11342), and West Coast Arborists, Inc. (A-11343), for provision of tree pruning and tree removal services to the County of Monterey in the amount of \$10,000 or less per project on an as-needed basis, for the term of approximately eighteen (18) months from the date of signing through, and including June 30, 2010, and to include the option to extend the Agreements for three (3) additional one (1) year periods in accordance with the terms and conditions set within each Agreement. The aggregate amount to be spent for all Agreements issued under RFP No. 10096 is estimated not to exceed \$1,000,000; and
- b. Authorized the Contracts/Purchasing Officer to sign similar additional Agreements for tree pruning and tree removal services with qualified contractors who meet the minimum requirements of the County of Monterey.

PASSED AND ADOPTED this 9th day of December, 2008, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Mettee-McCutchon, Potter
NOES: None
ABSENT: None

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 of Minute Book 74 for the meeting on December 9, 2008.

Dated: December 12, 2008

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

By Tasha L. Espinoza
Deputy

AMENDMENT #3 TO AGREEMENT

COUNTY OF MONTEREY & WEST COAST ARBORISTS, INC.

THIS AMENDMENT is made to the AGREEMENT (RFP #10096) for the provision of tree pruning and tree removal services \$10,000 or less per project by and between WEST COAST ARBORISTS, 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 extend the term of the AGREEMENT.

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 "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 (1) year period." and replacing it with "**The initial term shall commence with the signing of the AGREEMENT through and including 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 August 22, 2008.

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

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By _____
Company Representative

Dated _____

Printed Name _____

Dated _____

APPROVED AS TO FORM:

Assistant County Counsel

Dated _____

AMENDMENT #2 TO AGREEMENT

COUNTY OF MONTEREY & WEST COAST ARBORISTS, INC.

THIS AMENDMENT is made to the AGREEMENT (RFP #10096) for the provision of tree pruning and tree removal services \$10,000 or less per project by and between WEST COAST ARBORISTS, 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 extend the term of the AGREEMENT.

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 "The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2011 with the option to extend the AGREEMENT for two (2) optional one (1) year periods." and replacing it with "**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 (1) year period.**".
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 August 22, 2008.

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

MONTEREY COUNTY



Contracts/Purchasing Officer

Dated 6-22-11

CONTRACTOR

By 

Company Representative

Printed Name PATRICK MAHONEY, PRESIDENT

Dated 5-9-2011

AMENDMENT #1 TO AGREEMENT

COUNTY OF MONTEREY & WEST COAST ARBORISTS, INC.

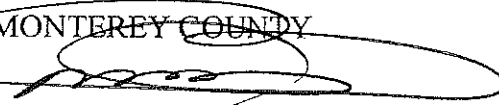
THIS AMENDMENT is made to the AGREEMENT (RFP #10096) for the provision of tree pruning and tree removal services \$10,000 or less per project by and between WEST COAST ARBORISTS, INC., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term of the AGREEMENT.

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 "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 (1) year periods." and replacing it with "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 two (2) optional one (1) year periods."
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 August 22, 2008.

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

MONTEREY COUNTY


Contracts/Purchasing Officer

Dated 6-28-10

CONTRACTOR WEST COAST ARBORISTS, INC.

By 
Company Representative

Printed Name Patrick Mahoney, President

Dated 5/4/10

APPROVED AS TO FORM:

Assistant County Counsel

Dated _____

AGREEMENT TO PROVIDE TREE PRUNING AND TREE REMOVAL SERVICES \$10,000 OR LESS FOR THE COUNTY OF 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 WEST COAST ARBORISTS, INC., hereinafter referred to as "CONTRACTOR."

RECITALS

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP #10096) for tree pruning and tree removal 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 #10096 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10096. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFP #10096 dated April 29, 2008
- Addendum #1
- CONTRACTOR's Proposal dated May 20, 2008, including all attachments and exhibits, to RFP # 10096
- 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 #10096, Addendum #1, Certificate of Insurance, and Additional Insured Endorsements.

1.0 SCOPE OF SERVICE

- 1.1** Duties shall include but are not limited to the following:
 - 1.1.1 review of work site
 - 1.1.2 planning the work process
 - 1.1.3 removal of trees that have defects that cannot be cost effectively or practically treated or pose potential safety hazards
 - 1.1.4 removal of dead and dying trees
 - 1.1.5 arboriculture pruning to correct structural problems or growth patterns which may be hazardous to the community or would eventually obstruct traffic or interfere with overhead utility wires
 - 1.1.6 arboriculture pruning of all dead, dying, diseased, interfering, objectionable, and weak branches
 - 1.1.7 use of a bucket truck or manual climbing.
 - 1.1.8 stump removal
 - 1.1.9 removal and disposal of all debris and all vegetative waste
 - 1.1.10 clean up of site.

- 1.2** CONTRACTOR shall be responsible for making arrangements with the appropriate utility during the removal of any necessary tree limbs, and/or branches that may create a hazard in the completion of the work assignment.
 - 1.2.1 If damage to utility wires occurs, CONTRACTOR shall immediately notify the appropriate utility and the County.
 - 1.2.2 CONTRACTOR shall be responsible for all claims for damage due to his operation.

- 1.3** All work shall be done in a manner not to damage other trees and to minimize damage to other plant materials.
 - 1.3.1 If damage to other trees occurs, CONTRACTOR shall be responsible for re-trimming of the trees to arborist standards to minimize long-term damage.

- 1.4** CONTRACTOR'S workmanship shall meet the best standard practices of the trade.

- 1.5** CONTRACTOR, in the course of any work assignment, shall not impede County business, create a nuisance, or endanger County employees and/or the public.

- 1.6** In the event that CONTRACTOR causes damage, CONTRACTOR shall repair such damage in an appropriate and timely manner.

- 1.7 CONTRACTOR shall work hours that may vary due to the location of the work assignment.
 - 1.7.1 Specified work time(s) may be required.
- 1.8 Work performed shall be approved by the requesting department/division.

2.0 LICENSING

- 2.1 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.
- 2.2 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 (1) 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 CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 3.4 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 PRICING

- 4.1 Prior to the start of each project, the County department and CONTRACTOR shall mutually agree upon the budget for the project.
 - 4.1.1 County shall provide a defined scope of work.
 - 4.1.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.
- 4.2 CONTRACTOR shall supply a detailed estimate for each project which shall include but is not limited to:
 - 4.2.1 the number of estimated labor hours and equipment to be used

- 4.2.2 the price rate for labor and equipment by the hourly rate.
- 4.3 Price estimates for work assignments shall remain in effect for a minimum of thirty (30) days.
- 4.4 Invoicing by CONTRACTORS shall clearly itemize but is not limited to the following:
 - 4.4.1 the County Department receiving services
 - 4.4.2 the purchase order number under which the invoice is to be charged
 - 4.4.3 the services provided
 - 4.4.4 the dates of services.

5.0 COMPENSATION AND PAYMENTS

- 5.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with EXHIBIT A - SCHEDULE OF RATES, attached hereto.
 - 5.1.1 Projects completed under the AGREEMENT shall not exceed \$10,000 per project.
- 5.2 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 5.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 5.4 Invoice amounts shall be billed directly to the ordering department.
- 5.5 CONTRACTOR shall reference the AGREEMENT number and RFP #10096 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.

6.0 PREVAILING WAGES

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>

7.0 ADDITION OF QUALIFIED CONTRACTORS

This RFP is not intended to be for an exclusive services agreement. County retains the ability, at its sole discretion, to add qualified CONTRACTOR(s) any time for selection and execution of a contract, provided they meet the minimum requirements of the County of Monterey.

8.0 INDEMNIFICATION

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

9.0 INSURANCE

9.1 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 the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

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

9.2 **Qualifying Insurers:**

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII,

according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the 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:

- 9.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 9.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 9.3.3 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.
- 9.3.4 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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.

10.0 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, 3rd Floor
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969

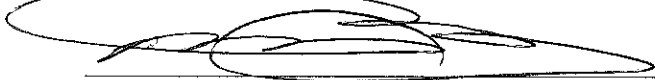
TO THE CONTRACTOR:

West Coast Arborists, Inc.
2200 E. Via Burton St.
Anaheim, CA 92806
Tel. No: 800-521-3714
FAX No: 714-956-3745

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

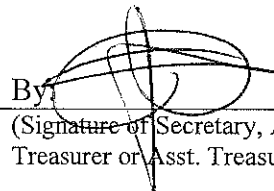
Dated: 8-22-08

Patrick Mahoney, President
Printed Name and Title

Approved as to Fiscal Provisions:


Dated: 08/07/2008

Auditor/Controller



Dated: 11-2-08

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

Approved as to Liability Provisions:

Rose Epperson, Treasurer
Printed Name and Title

Risk Management

Dated: 08/07/2008

Dated: _____

Approved as to Form:


Assistant County Counsel

Dated: 7/31/08

*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
 SCHEDULE OF RATES**

	HOURLY	PER TREE	
* PER TREE TAKEDOWN	\$58.00 per man	_____	
TREE PRUNING	\$58.00 per man	_____	
STUMP REMOVAL	\$58.00 per man	\$9.00 per inch	
REMOVAL OF ALL DEBRIS (CUT WOOD, LIMBS, VEGETATIVE WASTE)	Included	In Hourly Rate	
DISPOSAL OF ALL DEBRIS	Included	In Hourly Rate	
SITE CLEAN UP	Included	In Hourly Rate	
EMERGENCY SERVICES	\$78.00 per man	2 hour minimum with 2 men	
MISCELLANEOUS (Contractors may propose and price any additional services)			
27-ton Crane w/Certified Operator	\$98.00 per hour		
40-yard Roll-off truck & Loader w/Operator	\$98.00 per hour		
20-yard Dumptruck or Bobcat Loader w/Operator	\$98.00 per hour		

EXHIBIT A

County of Monterey – Additional Tree Maintenance Services

<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>
* Tree Removal Services A standard tree removal crew consists of 5 men with equipment (\$290/hour)	per man hour	\$58.00
** Tree Pruning Services A standard tree pruning crew consists of 3 men, aerial tower, 20-yard chipper truck and Vermeer 1800 chipper (\$171/hour)	per man hour	\$58.00
Emergency Services WCA is available for emergency calls on a 24-hour basis. WCA has a toll free emergency telephone number to call in the event of an emergency. Customers can call 866-LIMB-DOWN (866-546-2369) and one of our Area Managers will respond to the call. Should an emergency call-out occur during evening hours, weekends and/or holidays, we can respond and begin work on-site within ninety (90) minutes from the time notification was given. Our emergency response team will do what is necessary to leave the tree site safe until the following workday.	per man hour	\$78.00
Tree Planting Services		
15 gallon	each	\$135.00
24 inch box	each	\$255.00
36 inch box	each	\$800.00
Arborist Services & Report Writing	hourly	\$116.00

**RENEWAL AGREEMENT & AMENDMENT #4
TO MASTER AGREEMENT
TREE PRUNING AND TREE REMOVAL SERVICES
By and between
COUNTY OF MONTEREY
&
ARBORICULTURAL SPECIALTIES, INC.
DBA
THE PROFESSIONAL TREE CARE CO.**

This **RENEWAL AGREEMENT & AMENDMENT #4** is made to the **MASTER AGREEMENT** for the provision **TREE PRUNING AND TREE REMOVAL SERVICES** by and between **ARBORICULTURAL SPECIALTIES, INC. DBA THE PROFESSIONAL TREE CARE CO.**, 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 August 22, 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 August 22, 2008.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated:

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Deputy County Counsel

Dated:

CONTRACTOR

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

Printed Name and Title

Dated:

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.

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

**Agreement No: A – 11336, A – 11337, A – 11338, A – 11339, A – 11340, A – 11341,
A – 11342, A – 11343**

- a. Approve and authorize the Contracts/Purchasing Officer to sign Agreements with Alta Construction, LLC, Arboricultural Specialties, Inc., dba, The Professional Tree Care Co., Community Tree Service, S & C Tree Service, South Bay Tree Care, Inc., Topes Tree Service, Urban Lumberjacks, Inc., and West Coast Arborists, Inc., for provision of tree pruning and tree removal services to the County of Monterey in the amount of \$10,000 or less per project on an as-needed basis, for the term of approximately eighteen (18) months from the date of signing through, and including June 30, 2010, and to include the option to extend the Agreements for three (3) additional one (1) year periods in accordance with the terms and conditions set within each Agreement. The aggregate amount to be spent for all Agreements issued under RFP No. 10096 is estimated not to exceed \$1,000,000; and
- b. Authorize the Contracts/Purchasing Officer to sign similar additional Agreements for tree pruning and tree removal services with qualified contractors who meet the minimum requirements of the County of Monterey.

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

- a. Approved and authorized the Contracts/Purchasing Officer to sign Agreements with Alta Construction, LLC (A-11336), Arboricultural Specialties, Inc., dba, The Professional Tree Care Co. (A-11337), Community Tree Service (A-11338), S & C Tree Service (A-11339), South Bay Tree Care, Inc. (A-11340), Topes Tree Service (A-11341), Urban Lumberjacks, Inc. (A-11342), and West Coast Arborists, Inc. (A-11343), for provision of tree pruning and tree removal services to the County of Monterey in the amount of \$10,000 or less per project on an as-needed basis, for the term of approximately eighteen (18) months from the date of signing through, and including June 30, 2010, and to include the option to extend the Agreements for three (3) additional one (1) year periods in accordance with the terms and conditions set within each Agreement. The aggregate amount to be spent for all Agreements issued under RFP No. 10096 is estimated not to exceed \$1,000,000; and
- b. Authorized the Contracts/Purchasing Officer to sign similar additional Agreements for tree pruning and tree removal services with qualified contractors who meet the minimum requirements of the County of Monterey.

PASSED AND ADOPTED this 9th day of December, 2008, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Mettee-McCutchon, Potter
NOES: None
ABSENT: None

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 of Minute Book 74 for the meeting on December 9, 2008.

Dated: December 12, 2008

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

By Tasha L. Hummer
Deputy

AMENDMENT #3 TO AGREEMENT

**COUNTY OF MONTEREY & ARBORICULTURAL SPECIALTIES,
INC. DBA THE PROFESSIONAL TREE CARE CO.**

THIS AMENDMENT is made to the AGREEMENT (RFP #10096) for the provision of tree pruning and tree removal services \$10,000 or less per project by and between ARBORICULTURAL SPECIALTIES, INC. DBA THE PROFESSIONAL TREE CARE CO. hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

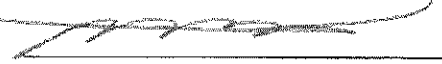
WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term of the AGREEMENT.

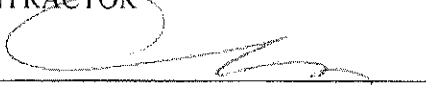
WHEREAS, the County and CONTRACTOR previously amended the AGREEMENT via Amendment No. 1 and Amendment No. 2,

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 "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 (1) year period." and replacing it with "The initial term shall commence with the signing of the AGREEMENT through and including 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 August 22, 2008.

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

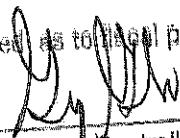
MONTEREY COUNTY

 Contracts/Purchasing Officer

CONTRACTOR
 By 
 Company Representative

Dated 5-11-12

Printed Name Charles Stesinger

Dated MAY 2, 2012

Reviewed as to legal provisions

 Auditor-Controller
 County of Monterey
 G-14-12

AMENDMENT #2 TO AGREEMENT

**COUNTY OF MONTEREY & ARBORICULTURAL SPECIALTIES,
INC. DBA THE PROFESSIONAL TREE CARE CO.**

THIS AMENDMENT is made to the AGREEMENT (RFP #10096) for the provision of tree pruning and tree removal services \$10,000 or less per project by and between ARBORICULTURAL SPECIALTIES, INC. DBA THE PROFESSIONAL TREE CARE CO. 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 extend the term of the AGREEMENT.

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 "The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2011 with the option to extend the AGREEMENT for two (2) optional one (1) year periods." and replacing it with "**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 (1) year period.**".
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 August 22, 2008.

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

MONTEREY COUNTY



Contracts/Purchasing Officer

Dated 6-22-11

CONTRACTOR

By 

Company Representative

Printed Name Charles Stesinger

Dated 5/6/11

AMENDMENT #1 TO AGREEMENT

**COUNTY OF MONTEREY & ARBORICULTURAL SPECIALTIES,
INC. DBA THE PROFESSIONAL TREE CARE CO.**

THIS AMENDMENT is made to the AGREEMENT (RFP #10096) for the provision of tree pruning and tree removal services \$10,000 or less per project by and between ARBORICULTURAL SPECIALTIES, INC. DBA THE PROFESSIONAL TREE CARE CO. 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 extend the term of the AGREEMENT.

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 "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 (1) year periods." and replacing it with "**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 two (2) optional one (1) year periods.**".
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 August 22, 2008.

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

~~MONTEREY COUNTY~~



Contracts/Purchasing Officer

Dated 6-28-10

APPROVED AS TO FORM:

Assistant County Counsel

Dated _____

~~CONTRACTOR~~

By 

Company Representative

Printed Name CHARLES SLESIMON

Dated 5/7/10

**AGREEMENT TO PROVIDE TREE PRUNING AND TREE
REMOVAL SERVICES \$10,000 OR LESS FOR THE COUNTY OF
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 ARBORICULTURAL SPECIALTIES, INC. DBA THE PROFESSIONAL TREE CARE CO., hereinafter referred to as "CONTRACTOR."

RECITALS

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP #10096) for tree pruning and tree removal 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 #10096 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10096. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFP #10096 dated April 29, 2008
- Addendum #1
- CONTRACTOR'S Proposal dated May 19, 2008, including all attachments and exhibits, to RFP # 10096
- 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 #10096, Addendum #1, Certificate of Insurance, and Additional Insured Endorsements.

1.0 SCOPE OF SERVICE

- 1.1** Duties shall include but are not limited to the following:
 - 1.1.1 review of work site
 - 1.1.2 planning the work process
 - 1.1.3 removal of trees that have defects that cannot be cost effectively or practically treated or pose potential safety hazards
 - 1.1.4 removal of dead and dying trees
 - 1.1.5 arboriculture pruning to correct structural problems or growth patterns which may be hazardous to the community or would eventually obstruct traffic or interfere with overhead utility wires
 - 1.1.6 arboriculture pruning of all dead, dying, diseased, interfering, objectionable, and weak branches
 - 1.1.7 use of a bucket truck or manual climbing.
 - 1.1.8 stump removal
 - 1.1.9 removal and disposal of all debris and all vegetative waste
 - 1.1.10 clean up of site.
- 1.2** CONTRACTOR shall be responsible for making arrangements with the appropriate utility during the removal of any necessary tree limbs, and/or branches that may create a hazard in the completion of the work assignment.
 - 1.2.1 If damage to utility wires occurs, CONTRACTOR shall immediately notify the appropriate utility and the County.
 - 1.2.2 CONTRACTOR shall be responsible for all claims for damage due to his operation.
- 1.3** All work shall be done in a manner not to damage other trees and to minimize damage to other plant materials.
 - 1.3.1 If damage to other trees occurs, CONTRACTOR shall be responsible for re-trimming of the trees to arborist standards to minimize long-term damage.
- 1.4** CONTRACTOR'S workmanship shall meet the best standard practices of the trade.
- 1.5** CONTRACTOR, in the course of any work assignment, shall not impede County business, create a nuisance, or endanger County employees and/or the public.

- 1.6 In the event that CONTRACTOR causes damage, CONTRACTOR shall repair such damage in an appropriate and timely manner.
- 1.7 CONTRACTOR shall work hours that may vary due to the location of the work assignment.
 - 1.7.1 Specified work time(s) may be required.
- 1.8 Work performed shall be approved by the requesting department/division.

2.0 LICENSING

- 2.1 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.
- 2.2 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 (1) 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 CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 3.4 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 PRICING

- 4.1 Prior to the start of each project, the County department and CONTRACTOR shall mutually agree upon the budget for the project.
 - 4.1.1 County shall provide a defined scope of work.
 - 4.1.1 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.

- 4.2 CONTRACTOR shall supply a detailed estimate for each project which shall include but is not limited to:
 - 4.2.1 the number of estimated labor hours and equipment to be used
 - 4.2.2 the price rate for labor and equipment by the hourly rate.
- 4.3 Price estimates for work assignments shall remain in effect for a minimum of thirty (30) days.
- 4.4 Invoicing by CONTRACTORS shall clearly itemize but is not limited to the following:
 - 4.4.1 the County Department receiving services
 - 4.4.2 the purchase order number under which the invoice is to be charged
 - 4.4.3 the services provided
 - 4.4.4 the dates of services.

5.0 COMPENSATION AND PAYMENTS

- 5.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with EXHIBIT A - SCHEDULE OF RATES, attached hereto.
 - 5.1.1 Projects completed under the AGREEMENT shall not exceed \$10,000 per project.
- 5.2 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 5.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 5.4 Invoice amounts shall be billed directly to the ordering department.
- 5.5 CONTRACTOR shall reference the AGREEMENT number and RFP #10096 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.

6.0 PREVAILING WAGES

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>

7.0 ADDITION OF QUALIFIED CONTRACTORS

This RFP is not intended to be for an exclusive services agreement. County retains the ability, at its sole discretion, to add qualified CONTRACTOR(s) any time for selection and execution of a contract, provided they meet the minimum requirements of the County of Monterey.

8.0 INDEMNIFICATION

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

9.0 INSURANCE

9.1 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 the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by the County. This

approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.2 Qualifying Insurers:

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

9.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

9.3.3 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.

9.3.4 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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.

10.0 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:

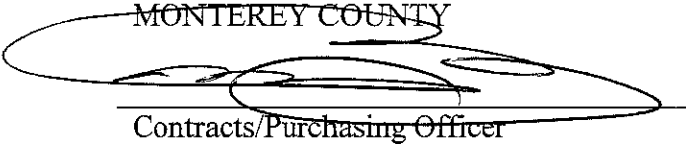
Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing Division
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969

TO THE CONTRACTOR:

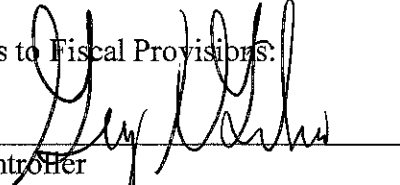
ARBORICULTURAL SPECIALTIES, INC., DBA THE PROFESSIONAL TREE CARE
CO.
P.O. Box 2377
Berkeley, CA 94702
Tel. No. 510-549-3954
FAX No. 510-549-3965

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

MONTEREY COUNTY


Contracts/Purchasing Officer

Dated: 8-22-08

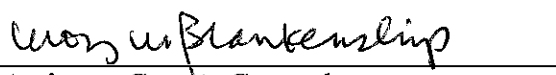
Approved as to Fiscal Provisions:

Auditor/Controller

Dated: 11-12-08

Approved as to Liability Provisions:

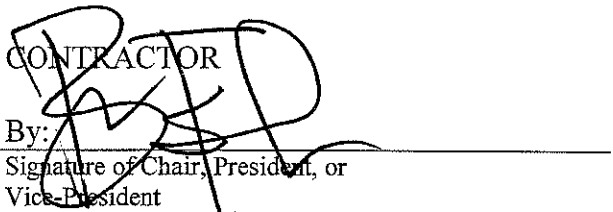
Risk Management

Dated:

Approved as to Form:

Assistant County Counsel

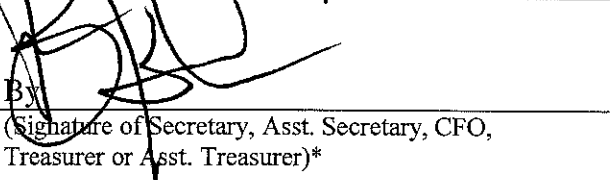
Dated: 7/31/08

CONTRACTOR


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

BRIAN FENSKA, President
Printed Name and Title

Dated: 5/5/08


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

BRIAN FENSKA, Treasurer
Printed Name and Title

Dated: 5/5/08

*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
 SCHEDULE OF RATES**

	HOURLY	PER TREE	
PER TREE TAKEDOWN	\$65.00		
TREE PRUNING	\$65.00		
STUMP REMOVAL	\$75.00		
REMOVAL OF ALL DEBRIS (CUT WOOD, LIMBS, VEGETATIVE WASTE)	\$65.00		
DISPOSAL OF ALL DEBRIS			\$5.00 cu yd.
SITE CLEAN UP	\$65.00		
EMERGENCY SERVICES	\$75.00		
MISCELLANEOUS (Contractors may propose and price any additional services)			
CRANE WORK - 23 TON	\$155.00		
CRANE WORK - 40 TON	\$205.00		
CRANE WORK - 70 TON	\$255.00		

**RENEWAL AGREEMENT & AMENDMENT #4
TO MASTER AGREEMENT
TREE PRUNING AND TREE REMOVAL SERVICES
By and between
COUNTY OF MONTEREY
&
SOUTH BAY TREE CARE, INC.**

This **RENEWAL AGREEMENT & AMENDMENT #4** is made to the MASTER AGREEMENT for the provision TREE PRUNING AND TREE REMOVAL SERVICES by and between SOUTH BAY TREE CARE, 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 December 11, 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 December 11, 2008.

RF # 10096 South Bay Tree

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

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

Dated: _____

Jorge De la Cruz, President
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: June 27, 2013

Deputy Auditor/Controller

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

Dated: 6/27/13

Approved as to Liability Provisions:

Sonia De la Cruz, Chief Financial
Printed Name and Title

Risk Management

Dated: June 27, 2013

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: 6-27-13

*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**

**Agreement No: A – 11336, A – 11337, A – 11338, A – 11339, A – 11340, A – 11341,
A – 11342, A – 11343**

- a. Approve and authorize the Contracts/Purchasing Officer to sign Agreements with)
Alta Construction, LLC, Arboricultural Specialties, Inc., dba, The Professional)
Tree Care Co., Community Tree Service, S & C Tree Service, South Bay Tree)
Care, Inc., Topes Tree Service, Urban Lumberjacks, Inc., and West Coast)
Arborists, Inc., for provision of tree pruning and tree removal services to the)
County of Monterey in the amount of \$10,000 or less per project on an as-needed)
basis, for the term of approximately eighteen (18) months from the date of signing)
through, and including June 30, 2010, and to include the option to extend the)
Agreements for three (3) additional one (1) year periods in accordance with the)
terms and conditions set within each Agreement. The aggregate amount to be)
spent for all Agreements issued under RFP No. 10096 is estimated not to exceed)
\$1,000,000; and)
- b. Authorize the Contracts/Purchasing Officer to sign similar additional Agreements)
for tree pruning and tree removal services with qualified contractors who meet the)
minimum requirements of the County of Monterey.)

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

- a. Approved and authorized the Contracts/Purchasing Officer to sign Agreements with Alta Construction, LLC (A-11336), Arboricultural Specialties, Inc., dba, The Professional Tree Care Co. (A-11337), Community Tree Service (A-11338), S & C Tree Service (A-11339), South Bay Tree Care, Inc. (A-11340), Topes Tree Service (A-11341), Urban Lumberjacks, Inc. (A-11342), and West Coast Arborists, Inc. (A-11343), for provision of tree pruning and tree removal services to the County of Monterey in the amount of \$10,000 or less per project on an as-needed basis, for the term of approximately eighteen (18) months from the date of signing through, and including June 30, 2010, and to include the option to extend the Agreements for three (3) additional one (1) year periods in accordance with the terms and conditions set within each Agreement. The aggregate amount to be spent for all Agreements issued under RFP No. 10096 is estimated not to exceed \$1,000,000; and
- b. Authorized the Contracts/Purchasing Officer to sign similar additional Agreements for tree pruning and tree removal services with qualified contractors who meet the minimum requirements of the County of Monterey.

PASSED AND ADOPTED this 9th day of December, 2008, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Mettee-McCutchon, Potter
NOES: None
ABSENT: None

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 of Minute Book 74 for the meeting on December 9, 2008.

Dated: December 12, 2008

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

By *Tasha L. Cummings*
Deputy

AMENDMENT #3 TO AGREEMENT

COUNTY OF MONTEREY & SOUTH BAY TREE CARE, INC

THIS AMENDMENT is made to the AGREEMENT (RFP #10096) for the provision of tree pruning and tree removal services \$10,000 or less per project by and between SOUTH BAY TREE CARE, 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 extend the term of the AGREEMENT.

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

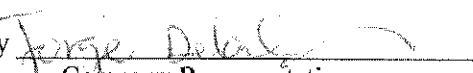
NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 3.0 "TERM OF AGREEMENT" shall be amended by removing "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 (1) year period." and replacing it with "The initial term shall commence with the signing of the AGREEMENT through and including 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 December 11, 2008.

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

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated 6-14-12

CONTRACTOR
By 
Company Representative

Printed Name Jorge Delacruz

Dated May 07, 2012

AMENDMENT #2 TO AGREEMENT

COUNTY OF MONTEREY & SOUTH BAY TREE CARE, INC

THIS AMENDMENT is made to the AGREEMENT (RFP #10096) for the provision of tree pruning and tree removal services \$10,000 or less per project by and between SOUTH BAY TREE CARE, INC, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

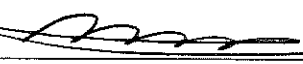
WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term of the AGREEMENT.

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 "The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2011 with the option to extend the AGREEMENT for two (2) optional one (1) year periods." and replacing it with "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 (1) year period".
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 December 11, 2008.

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

MONTEREY COUNTY


Contracts/Purchasing Officer

Dated 6.22.11

CONTRACTOR

By 
Company Representative

Printed Name Jorge Delacruz

Dated 6.20.2011

AMENDMENT #1 TO AGREEMENT

COUNTY OF MONTEREY & SOUTH BAY TREE CARE, INC

THIS AMENDMENT is made to the AGREEMENT (RFP #10096) for the provision of tree pruning and tree removal services \$10,000 or less per project by and between SOUTH BAY TREE CARE, INC, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

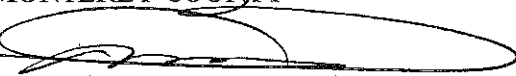
WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term of the AGREEMENT.

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 "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 (1) year periods." and replacing it with "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 two (2) optional one (1) year periods."
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 December 11, 2008.

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

MONTEREY COUNTY



Contracts/Purchasing Officer

Dated 6-28-10

APPROVED AS TO FORM:

Assistant County Counsel

Dated _____

CONTRACTOR

By Jorge Delacruz
Company Representative

Printed Name Jorge Delacruz

Dated 6-16-2010

AGREEMENT TO PROVIDE TREE PRUNING AND TREE REMOVAL SERVICES \$10,000 OR LESS FOR THE COUNTY OF 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 SOUTH BAY TREE CARE, INC., hereinafter referred to as "CONTRACTOR."

RECITALS

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP #10096) for tree pruning and tree removal 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 #10096 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10096. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFP #10096 dated April 29, 2008
- Addendum #1
- CONTRACTOR's Proposal dated May 19, 2008, including all attachments and exhibits, to RFP # 10096
- 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 #10096, Addendum #1, Certificate of Insurance, and Additional Insured Endorsements.

1.0 SCOPE OF SERVICE

- 1.1 Duties shall include but are not limited to the following:
 - 1.1.1 review of work site
 - 1.1.2 planning the work process
 - 1.1.3 removal of trees that have defects that cannot be cost effectively or practically treated or pose potential safety hazards
 - 1.1.4 removal of dead and dying trees
 - 1.1.5 arboriculture pruning to correct structural problems or growth patterns which may be hazardous to the community or would eventually obstruct traffic or interfere with overhead utility wires
 - 1.1.6 arboriculture pruning of all dead, dying, diseased, interfering, objectionable, and weak branches
 - 1.1.7 use of a bucket truck or manual climbing.
 - 1.1.8 stump removal
 - 1.1.9 removal and disposal of all debris and all vegetative waste
 - 1.1.10 clean up of site.
- 1.2 CONTRACTOR shall be responsible for making arrangements with the appropriate utility during the removal of any necessary tree limbs, and/or branches that may create a hazard in the completion of the work assignment.
 - 1.2.1 If damage to utility wires occurs, CONTRACTOR shall immediately notify the appropriate utility and the County.
 - 1.2.2 CONTRACTOR shall be responsible for all claims for damage due to his operation.
- 1.3 All work shall be done in a manner not to damage other trees and to minimize damage to other plant materials.
 - 1.3.1 If damage to other trees occurs, CONTRACTOR shall be responsible for re-trimming of the trees to arborist standards to minimize long-term damage.
- 1.4 CONTRACTOR'S workmanship shall meet the best standard practices of the trade.
- 1.5 CONTRACTOR, in the course of any work assignment, shall not impede County business, create a nuisance, or endanger County employees and/or the public.
- 1.6 In the event that CONTRACTOR causes damage, CONTRACTOR shall repair such damage in an appropriate and timely manner.

1.7 CONTRACTOR shall work hours that may vary due to the location of the work assignment.

1.7.1 Specified work time(s) may be required.

1.8 Work performed shall be approved by the requesting department/division.

2.0 LICENSING

2.1 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.

2.2 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 (1) 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 CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

3.4 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 PRICING

4.1 Prior to the start of each project, the County department and CONTRACTOR shall mutually agree upon the budget for the project.

4.1.1 County shall provide a defined scope of work.

4.1.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.

4.2 CONTRACTOR shall supply a detailed estimate for each project which shall include but is not limited to:

4.2.1 the number of estimated labor hours and equipment to be used

- 4.2.2 the price rate for labor and equipment by the hourly rate.
- 4.3 Price estimates for work assignments shall remain in effect for a minimum of thirty (30) days.
- 4.4 Invoicing by CONTRACTORS shall clearly itemize but is not limited to the following:
 - 4.4.1 the County Department receiving services
 - 4.4.2 the purchase order number under which the invoice is to be charged
 - 4.4.3 the services provided
 - 4.4.4 the dates of services.

5.0 COMPENSATION AND PAYMENTS

- 5.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with EXHIBIT A - SCHEDULE OF RATES, attached hereto.
 - 5.1.1 Projects completed under the AGREEMENT shall not exceed \$10,000 per project.
- 5.2 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 5.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 5.4 Invoice amounts shall be billed directly to the ordering department.
- 5.5 CONTRACTOR shall reference the AGREEMENT number and RFP #10096 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.

6.0 PREVAILING WAGES

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>

7.0 ADDITION OF QUALIFIED CONTRACTORS

This RFP is not intended to be for an exclusive services agreement. County retains the ability, at its sole discretion, to add qualified CONTRACTOR(s) any time for selection and execution of a contract, provided they meet the minimum requirements of the County of Monterey.

8.0 INDEMNIFICATION

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

9.0 INSURANCE

9.1 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 the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

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

9.2 Qualifying Insurers:

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

- 9.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 9.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 9.3.3 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.
- 9.3.4 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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.

10.0 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, 3rd Floor
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969

TO THE CONTRACTOR:

South Bay Tree Care, Inc.
20225 Wilder Court
Salinas, Ca 93907
Tel. No: 831-663-2677
FAX No: 831-663-4819

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

Agreement No: A – 11336, A – 11337, A – 11338, A – 11339, A – 11340, A – 11341,
A – 11342, A – 11343

- a. Approve and authorize the Contracts/Purchasing Officer to sign Agreements with)
Alta Construction, LLC, Arboricultural Specialties, Inc., dba, The Professional)
Tree Care Co., Community Tree Service, S & C Tree Service, South Bay Tree)
Care, Inc., Topes Tree Service, Urban Lumberjacks, Inc., and West Coast)
Arborists, Inc., for provision of tree pruning and tree removal services to the)
County of Monterey in the amount of \$10,000 or less per project on an as-needed)
basis, for the term of approximately eighteen (18) months from the date of signing)
through, and including June 30, 2010, and to include the option to extend the)
Agreements for three (3) additional one (1) year periods in accordance with the)
terms and conditions set within each Agreement. The aggregate amount to be)
spent for all Agreements issued under RFP No. 10096 is estimated not to exceed)
\$1,000,000; and)
- b. Authorize the Contracts/Purchasing Officer to sign similar additional Agreements)
for tree pruning and tree removal services with qualified contractors who meet the)
minimum requirements of the County of Monterey.)

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


- a. Approved and authorized the Contracts/Purchasing Officer to sign Agreements with Alta Construction, LLC (A-11336), Arboricultural Specialties, Inc., dba, The Professional Tree Care Co. (A-11337), Community Tree Service (A-11338), S & C Tree Service (A-11339), South Bay Tree Care, Inc. (A-11340), Topes Tree Service (A-11341), Urban Lumberjacks, Inc. (A-11342), and West Coast Arborists, Inc. (A-11343), for provision of tree pruning and tree removal services to the County of Monterey in the amount of \$10,000 or less per project on an as-needed basis, for the term of approximately eighteen (18) months from the date of signing through, and including June 30, 2010, and to include the option to extend the Agreements for three (3) additional one (1) year periods in accordance with the terms and conditions set within each Agreement. The aggregate amount to be spent for all Agreements issued under RFP No. 10096 is estimated not to exceed \$1,000,000; and
- b. Authorized the Contracts/Purchasing Officer to sign similar additional Agreements for tree pruning and tree removal services with qualified contractors who meet the minimum requirements of the County of Monterey.

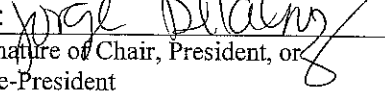
PASSED AND ADOPTED this 9th day of December, 2008, by the following vote, to wit:
 AYES: Supervisors Armenta, Calcagno, Salinas, Mettee-McCutchon, Potter
 NOES: None
 ABSENT: None

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: 12/1/08

Jorge Delacruz (President)
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 8-14-08


Auditor/Controller

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

Dated: 11-2-08

Approved as to Liability Provisions:

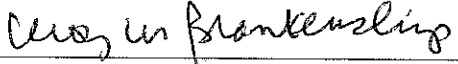
Printed Name and Title

Risk Management

Dated:

Dated:

Approved as to Form:


Assistant County Counsel

Dated: 7/31/08

*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
 SCHEDULE OF RATES**

	HOURLY	PER TREE	
PER TREE TAKEDOWN	\$180	Time & Material	3 man crew
TREE PRUNING	\$180	Time & Material	3 man crew
STUMP REMOVAL	\$120		2 man crew
REMOVAL OF ALL DEBRIS (CUT WOOD, LIMBS, VEGETATIVE WASTE)	\$180		3 man crew
DISPOSAL OF ALL DEBRIS	Included in hourly rate.		
SITE CLEAN UP	\$180		3 man crew
EMERGENCY SERVICES	\$270		3 man crew
MISCELLANEOUS (Contractors may propose and price any additional services)	\$180		3 man crew

**RENEWAL AGREEMENT & AMENDMENT #4
TO MASTER AGREEMENT
TREE PRUNING AND TREE REMOVAL SERVICES
By and between
COUNTY OF MONTEREY
&
URBAN LUMBERJACKS, INC.**

This **RENEWAL AGREEMENT & AMENDMENT #4** is made to the MASTER AGREEMENT for the provision TREE PRUNING AND TREE REMOVAL SERVICES by and between URBAN LUMBERJACKS, 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 December 8, 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 December 8, 2008.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: Russell A. Chapman
Signature of Chair, President, or
Vice-President

Dated: _____

RUSSELL A. CHAPMAN / PRESIDENT
Printed Name and Title

Approved as to Fiscal Provisions:

[Signature]

Deputy Auditor/Controller

Dated: 06-26-2013

Dated: 6-26-13

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

Approved as to Liability Provisions:

N/A

MARY F. ALLEN / SECTY - TREAS.
Printed Name and Title

Risk Management

Dated: 06-26-2013

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**

**Agreement No: A – 11336, A – 11337, A – 11338, A – 11339, A – 11340, A – 11341,
A – 11342, A – 11343**

- a. Approve and authorize the Contracts/Purchasing Officer to sign Agreements with Alta Construction, LLC, Arboricultural Specialties, Inc., dba, The Professional Tree Care Co., Community Tree Service, S & C Tree Service, South Bay Tree Care, Inc., Topes Tree Service, Urban Lumberjacks, Inc., and West Coast Arborists, Inc., for provision of tree pruning and tree removal services to the County of Monterey in the amount of \$10,000 or less per project on an as-needed basis, for the term of approximately eighteen (18) months from the date of signing through, and including June 30, 2010, and to include the option to extend the Agreements for three (3) additional one (1) year periods in accordance with the terms and conditions set within each Agreement. The aggregate amount to be spent for all Agreements issued under RFP No. 10096 is estimated not to exceed \$1,000,000; and)
- b. Authorize the Contracts/Purchasing Officer to sign similar additional Agreements for tree pruning and tree removal services with qualified contractors who meet the minimum requirements of the County of Monterey.)

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

- a. Approved and authorized the Contracts/Purchasing Officer to sign Agreements with Alta Construction, LLC (A-11336), Arboricultural Specialties, Inc., dba, The Professional Tree Care Co. (A-11337), Community Tree Service (A-11338), S & C Tree Service (A-11339), South Bay Tree Care, Inc. (A-11340), Topes Tree Service (A-11341), Urban Lumberjacks, Inc. (A-11342), and West Coast Arborists, Inc. (A-11343), for provision of tree pruning and tree removal services to the County of Monterey in the amount of \$10,000 or less per project on an as-needed basis, for the term of approximately eighteen (18) months from the date of signing through, and including June 30, 2010, and to include the option to extend the Agreements for three (3) additional one (1) year periods in accordance with the terms and conditions set within each Agreement. The aggregate amount to be spent for all Agreements issued under RFP No. 10096 is estimated not to exceed \$1,000,000; and
- b. Authorized the Contracts/Purchasing Officer to sign similar additional Agreements for tree pruning and tree removal services with qualified contractors who meet the minimum requirements of the County of Monterey.

PASSED AND ADOPTED this 9th day of December, 2008, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Mettee-McCutchon, Potter
NOES: None
ABSENT: None

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 of Minute Book 74 for the meeting on December 9, 2008.

Dated: December 12, 2008

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

By *Tasha R. Hummer*
Deputy

AMENDMENT #3 TO AGREEMENT

COUNTY OF MONTEREY & URBAN LUMBERJACKS, INC.

THIS AMENDMENT is made to the AGREEMENT (RFP #10096) for the provision of tree pruning and tree removal services \$10,000 or less per project by and between URBAN LUMBERJACKS, 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 extend the term of the AGREEMENT.

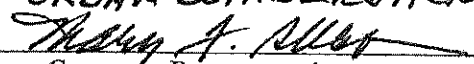
WHEREAS, the County and CONTRACTOR previously amended the AGREEMENT via Amendment No. 1 and Amendment No. 2,

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 "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 (1) year period." and replacing it with "The initial term shall commence with the signing of the AGREEMENT through and including 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 December 11, 2008.

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


MONTEREY COUNTY

 Contracts/Purchasing Officer

CONTRACTOR
 URBAN LUMBERJACKS, INC.
 By 
 Company Representative

Dated 6-28-12

Printed Name MARY F. ALLEN

Dated 06/27/2012

Reviewed as to local provisions

 Auditor-Controller
 County of Monterey
 6-28-12

AMENDMENT #2 TO AGREEMENT

COUNTY OF MONTEREY & URBAN LUMBERJACKS, INC.

THIS AMENDMENT is made to the AGREEMENT (RFP #10096) for the provision of tree pruning and tree removal services \$10,000 or less per project by and between URBAN LUMBERJACKS, 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 extend the term of the AGREEMENT.

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 "The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2011 with the option to extend the AGREEMENT for two (2) optional one (1) year periods." and replacing it with "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 (1) year period".
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 December 11, 2008.

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

MONTEREY COUNTY



Contracts/Purchasing Officer

Dated 6.23-4

CONTRACTOR-URBAN LUMBERJACKS, INC.

By 

Company Representative

Printed Name MARY F. ALLEN

Dated 06-20-2011

AMENDMENT #1 TO AGREEMENT

COUNTY OF MONTEREY & URBAN LUMBERJACKS, INC.

THIS AMENDMENT is made to the AGREEMENT (RFP #10096) for the provision of tree pruning and tree removal services \$10,000 or less per project by and between URBAN LUMBERJACKS, INC. hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

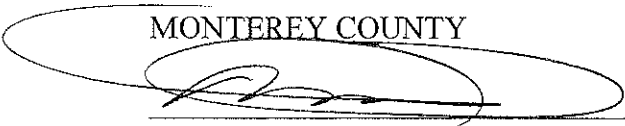
WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term of the AGREEMENT.

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 "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 (1) year periods." and replacing it with "**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 two (2) optional one (1) year periods.**".
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 December 11, 2008.

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


MONTEREY COUNTY



Contracts/Purchasing Officer

Dated 6-28-10

CONTRACTOR

By 
Company Representative

Printed Name MARY F. ALLEN

Dated 05-21-2010

APPROVED AS TO FORM:

Assistant County Counsel

Dated _____

AGREEMENT TO PROVIDE TREE PRUNING AND TREE REMOVAL SERVICES \$10,000 OR LESS FOR THE COUNTY OF 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 URBAN LUMBERJACKS, INC., hereinafter referred to as "CONTRACTOR."

RECITALS

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP #10096) for tree pruning and tree removal 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 #10096 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10096. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFP #10096 dated April 29, 2008
- Addendum #1
- CONTRACTOR's Proposal dated October 24, 2008 including all attachments and exhibits, to RFP # 10096
- 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 #10096, Addendum #1, Certificate of Insurance, and Additional Insured Endorsements.

1.0 SCOPE OF SERVICE

- 1.1 Duties shall include but are not limited to the following:
 - 1.1.1 review of work site
 - 1.1.2 planning the work process
 - 1.1.3 removal of trees that have defects that cannot be cost effectively or practically treated or pose potential safety hazards
 - 1.1.4 removal of dead and dying trees.
 - 1.1.5 arboriculture pruning to correct structural problems or growth patterns which may be hazardous to the community or would eventually obstruct traffic or interfere with overhead utility wires
 - 1.1.6 arboriculture pruning of all dead, dying, diseased, interfering, objectionable, and weak branches
 - 1.1.7 use of a bucket truck or manual climbing.
 - 1.1.8 stump removal
 - 1.1.9 removal and disposal of all debris and all vegetative waste
 - 1.1.10 clean up of site.
- 1.2 CONTRACTOR shall be responsible for making arrangements with the appropriate utility during the removal of any necessary tree limbs, and/or branches that may create a hazard in the completion of the work assignment.
 - 1.2.1 If damage to utility wires occurs, CONTRACTOR shall immediately notify the appropriate utility and the County.
 - 1.2.2 CONTRACTOR shall be responsible for all claims for damage due to his operation.
- 1.3 All work shall be done in a manner not to damage other trees and to minimize damage to other plant materials.
 - 1.3.1. If damage to other trees occurs, CONTRACTOR shall be responsible for re-trimming of the trees to arborist standards to minimize long-term damage.
- 1.4 CONTRACTOR'S workmanship shall meet the best standard practices of the trade.
- 1.5 CONTRACTOR, in the course of any work assignment, shall not impede County business, create a nuisance, or endanger County employees and/or the public.
- 1.6 In the event that CONTRACTOR causes damage, CONTRACTOR shall repair such damage in an appropriate and timely manner.

- 1.7 CONTRACTOR shall work hours that may vary due to the location of the work assignment.
1.7.1 Specified work time(s) may be required.
- 1.8 Work performed shall be approved by the requesting department/division.

2.0 LICENSING

- 2.1 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.
- 2.2 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 (1) 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 CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 3.4 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 PRICING

- 4.1 Prior to the start of each project, the County department and CONTRACTOR shall mutually agree upon the budget for the project.
4.1.1 County shall provide a defined scope of work.
4.1.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.
- 4.2 CONTRACTOR shall supply a detailed estimate for each project which shall include but is not limited to:
4.2.1 the number of estimated labor hours and equipment to be used

- 4.2.2 the price rate for labor and equipment by the hourly rate.
- 4.3 Price estimates for work assignments shall remain in effect for a minimum of thirty (30) days.
- 4.4 Invoicing by CONTRACTORS shall clearly itemize but is not limited to the following:
 - 4.4.1 the County Department receiving services
 - 4.4.2 the purchase order number under which the invoice is to be charged
 - 4.4.3 the services provided
 - 4.4.4 the dates of services.

5.0 COMPENSATION AND PAYMENTS

- 5.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT at the all-inclusive man-hour rate of \$87.00.
 - 5.1.2 No other costs shall apply.
- 5.2 Projects completed under the AGREEMENT shall not exceed \$10,000 per project.
 - 5.2.1 The amount paid to all CONTRACTORS under RFP #10096 shall not exceed a total of \$1,000,000.00 over the term of the AGREEMENTS.
- 5.3 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 5.4 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 5.5 Invoice amounts shall be billed directly to the ordering department.
- 5.6 CONTRACTOR shall reference the AGREEMENT number and RFP #10096 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.

6.0 PREVAILING WAGES

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>

7.0 ADDITION OF QUALIFIED CONTRACTORS

This RFP is not intended to be for an exclusive services agreement. County retains the ability, at its sole discretion, to add qualified CONTRACTOR(s) any time for selection and execution of a contract, provided they meet the minimum requirements of the County of Monterey.

8.0 INDEMNIFICATION

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

9.0 INSURANCE

9.1 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 the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by the County. This

approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.2 Qualifying Insurers:

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

- 9.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 9.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 9.3.3 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.
- 9.3.4 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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.

10.0 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, 3rd Floor
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969

TO THE CONTRACTOR:


URBAN LUMBERJACKS, INC.
376 Corral De Tierra Rd.
Salinas, CA 93908
Tel: 831-484-1301
Fax: 831-484-1009
urbanforestcare@msn.com

yahoo.com

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

MONTEREY COUNTY

CONTRACTOR



Contracts/Purchasing Officer

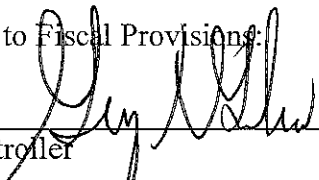
By: Russell A. Chapman

Signature of Chair, President, or
Vice-President

Dated: 12-11-08

RUSSELL A. CHAPMAN, PRESIDENT

Printed Name and Title

Approved as to Fiscal Provisions:


Auditor/Controller

Dated: 12-16-2008

Dated: 11-12-08

By: Mary F. Allen

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

RISK MANAGEMENT
Approved as to Liability Provisions:
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

Risk Management

MARY F. ALLEN, SECRETARY

Printed Name and Title

By: Hydia Schumaker

Date: 11-24-08

Dated: 12-16-2008

Approved as to Form:
Wendy Brankenship

Assistant County Counsel

Dated: 11/12/08

*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.

**RENEWAL AGREEMENT & AMENDMENT #4
TO MASTER AGREEMENT
TREE PRUNING AND TREE REMOVAL SERVICES
By and between
COUNTY OF MONTEREY
&
TOPES TREE SERVICE**

This **RENEWAL AGREEMENT & AMENDMENT #4** is made to the MASTER AGREEMENT for the provision TREE PRUNING AND TREE REMOVAL SERVICES by and between TOPES TREE SERVICE, 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 December 11, 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 December 11, 2008. RFP # 10096- Topes Tree

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

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

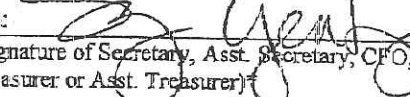
Dated:

Andrew Tope
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:

Stacy Gentry, Secretary
Printed Name and Title

Approved as to Liability Provisions:

Dated: 6/26/13

Risk Management

Dated:

Approved as to Form:

Deputy County Counsel

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.

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

**Agreement No: A – 11336, A – 11337, A – 11338, A – 11339, A – 11340, A – 11341,
A – 11342, A – 11343**

- a. Approve and authorize the Contracts/Purchasing Officer to sign Agreements with Alta Construction, LLC, Arboricultural Specialties, Inc., dba, The Professional Tree Care Co., Community Tree Service, S & C Tree Service, South Bay Tree Care, Inc., Topes Tree Service, Urban Lumberjacks, Inc., and West Coast Arborists, Inc., for provision of tree pruning and tree removal services to the County of Monterey in the amount of \$10,000 or less per project on an as-needed basis, for the term of approximately eighteen (18) months from the date of signing through, and including June 30, 2010, and to include the option to extend the Agreements for three (3) additional one (1) year periods in accordance with the terms and conditions set within each Agreement. The aggregate amount to be spent for all Agreements issued under RFP No. 10096 is estimated not to exceed \$1,000,000; and)
- b. Authorize the Contracts/Purchasing Officer to sign similar additional Agreements for tree pruning and tree removal services with qualified contractors who meet the minimum requirements of the County of Monterey.)

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

- a. Approved and authorized the Contracts/Purchasing Officer to sign Agreements with Alta Construction, LLC (A-11336), Arboricultural Specialties, Inc., dba, The Professional Tree Care Co. (A-11337), Community Tree Service (A-11338), S & C Tree Service (A-11339), South Bay Tree Care, Inc. (A-11340), Topes Tree Service (A-11341), Urban Lumberjacks, Inc. (A-11342), and West Coast Arborists, Inc. (A-11343), for provision of tree pruning and tree removal services to the County of Monterey in the amount of \$10,000 or less per project on an as-needed basis, for the term of approximately eighteen (18) months from the date of signing through, and including June 30, 2010, and to include the option to extend the Agreements for three (3) additional one (1) year periods in accordance with the terms and conditions set within each Agreement. The aggregate amount to be spent for all Agreements issued under RFP No. 10096 is estimated not to exceed \$1,000,000; and
- b. Authorized the Contracts/Purchasing Officer to sign similar additional Agreements for tree pruning and tree removal services with qualified contractors who meet the minimum requirements of the County of Monterey.

PASSED AND ADOPTED this 9th day of December, 2008, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Mettee-McCutchon, Potter
NOES: None
ABSENT: None

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 of Minute Book 74 for the meeting on December 9, 2008.

Dated: December 12, 2008

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

By Tasha L. Huntington
Deputy

AMENDMENT #3 TO AGREEMENT

COUNTY OF MONTEREY & TOPES TREE SERVICE

THIS AMENDMENT is made to the AGREEMENT (RFP #10096) for the provision of tree pruning and tree removal services \$10,000 or less per project by and between TOPES TREE SERVICE, 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 extend the term of the AGREEMENT.

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:

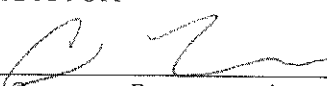
1. Section 3.0 "TERM OF AGREEMENT" shall be amended by removing "The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2012 with the option to extend the AGREEMENT for one (1) optional one (1) year period." and replacing it with "The initial term shall commence with the signing of the AGREEMENT through and including 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 December 11, 2008.

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

MONTEREY COUNTY


 Contracts/Purchasing Officer

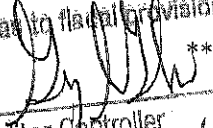
Dated 6-12-12

CONTRACTOR
 By 

 Company Representative

Printed Name Andrew Tape

Dated 6-8-12

Reviewed as to fiscal provisions


 Auditor-Controller
 County of Monterey 6-14-12

AMENDMENT #2 TO AGREEMENT

COUNTY OF MONTEREY & TOPES TREE SERVICE

THIS AMENDMENT is made to the AGREEMENT (RFP #10096) for the provision of tree pruning and tree removal services \$10,000 or less per project by and between TOPES TREE SERVICE, 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 extend the term of the AGREEMENT.

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 "The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2011 with the option to extend the AGREEMENT for two (2) optional one (1) year periods." and replacing it with "**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 (1) year period.**".
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 December 11, 2008.

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

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated 6-22-11

CONTRACTOR

By _____

Company Representative

Printed Name _____

Dated 8-26-11

AMENDMENT #1 TO AGREEMENT

COUNTY OF MONTEREY & TOPES TREE SERVICE

THIS AMENDMENT is made to the AGREEMENT (RFP #10096) for the provision of tree pruning and tree removal services \$10,000 or less per project by and between TOPES TREE SERVICE, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

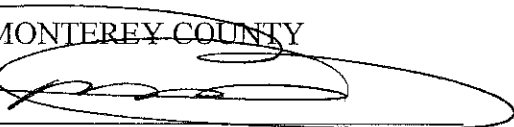
WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term of the AGREEMENT.

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 "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 (1) year periods." and replacing it with "**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 two (2) optional one (1) year periods.**".
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 December 11, 2008.

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

MONTEREY COUNTY


Contracts/Purchasing Officer

Dated 6.28.10

APPROVED AS TO FORM:

Assistant County Counsel

Dated _____

CONTRACTOR

By 
Company Representative

Printed Name Andrew Topu

Dated 5-9-10

AGREEMENT TO PROVIDE TREE PRUNING AND TREE REMOVAL SERVICES \$10,000 OR LESS FOR THE COUNTY OF 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 TOPE'S TREE SERVICE, hereinafter referred to as "CONTRACTOR."

RECITALS

- A. WHEREAS, the County has invited proposals through the Request for Proposals (RFP #10096) for tree pruning and tree removal 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 #10096 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10096. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFP #10096 dated April 29, 2008
- Addendum #1
- CONTRACTOR's Proposal dated May 15, 2008, including all attachments and exhibits, to RFP # 10096
- 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 #10096, Addendum #1, Certificate of Insurance, and Additional Insured Endorsements.

1.0 SCOPE OF SERVICE

- 1.1 Duties shall include but are not limited to the following:
 - 1.1.1 review of work site
 - 1.1.2 planning the work process
 - 1.1.3 removal of trees that have defects that cannot be cost effectively or practically treated or pose potential safety hazards
 - 1.1.4 removal of dead and dying trees
 - 1.1.5 arboriculture pruning to correct structural problems or growth patterns which may be hazardous to the community or would eventually obstruct traffic or interfere with overhead utility wires
 - 1.1.6 arboriculture pruning of all dead, dying, diseased, interfering, objectionable, and weak branches
 - 1.1.7 use of a bucket truck or manual climbing.
 - 1.1.8 stump removal
 - 1.1.9 removal and disposal of all debris and all vegetative waste
 - 1.1.10 clean up of site.
- 1.2 CONTRACTOR shall be responsible for making arrangements with the appropriate utility during the removal of any necessary tree limbs, and/or branches that may create a hazard in the completion of the work assignment.
 - 1.2.1 If damage to utility wires occurs, CONTRACTOR shall immediately notify the appropriate utility and the County.
 - 1.2.2 CONTRACTOR shall be responsible for all claims for damage due to his operation.
- 1.3 All work shall be done in a manner not to damage other trees and to minimize damage to other plant materials.
 - 1.3.1 If damage to other trees occurs, CONTRACTOR shall be responsible for re-trimming of the trees to arborist standards to minimize long-term damage.
- 1.4 CONTRACTOR'S workmanship shall meet the best standard practices of the trade.
- 1.5 CONTRACTOR, in the course of any work assignment, shall not impede County business, create a nuisance, or endanger County employees and/or the public.
- 1.6 In the event that CONTRACTOR causes damage, CONTRACTOR shall repair such damage in an appropriate and timely manner.

- 1.7 CONTRACTOR shall work hours that may vary due to the location of the work assignment.
 - 1.7.1 Specified work time(s) may be required.
- 1.8 Work performed shall be approved by the requesting department/division.

2.0 LICENSING

- 2.1 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.
- 2.2 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 (1) 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 CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 3.4 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 PRICING

- 4.1 Prior to the start of each project, the County department and CONTRACTOR shall mutually agree upon the budget for the project.
 - 4.1.1 County shall provide a defined scope of work.
 - 4.1.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.
- 4.2 CONTRACTOR shall supply a detailed estimate for each project which shall include but is not limited to:
 - 4.2.1 the number of estimated labor hours and equipment to be used

- 4.2.2 the price rate for labor and equipment by the hourly rate.
- 4.3 Price estimates for work assignments shall remain in effect for a minimum of thirty (30) days.
- 4.4 Invoicing by CONTRACTORS shall clearly itemize but is not limited to the following:
 - 4.4.1 the County Department receiving services
 - 4.4.2 the purchase order number under which the invoice is to be charged
 - 4.4.3 the services provided
 - 4.4.4 the dates of services.

5.0 COMPENSATION AND PAYMENTS

- 5.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with EXHIBIT A - SCHEDULE OF RATES, attached hereto.
 - 5.1.1 Projects completed under the AGREEMENT shall not exceed \$10,000 per project.
- 5.2 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 5.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 5.4 Invoice amounts shall be billed directly to the ordering department.
- 5.5 CONTRACTOR shall reference the AGREEMENT number and RFP #10096 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.

6.0 PREVAILING WAGES

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>

7.0 ADDITION OF QUALIFIED CONTRACTORS

This RFP is not intended to be for an exclusive services agreement. County retains the ability, at its sole discretion, to add qualified CONTRACTOR(s) any time for selection and execution of a contract, provided they meet the minimum requirements of the County of Monterey.

8.0 INDEMNIFICATION

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

9.0 INSURANCE

9.1 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 the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

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

9.2 Qualifying Insurers:

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

- 9.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 9.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 9.3.3 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.
- 9.3.4 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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.

10.0 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, 3rd Floor
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969

TO THE CONTRACTOR:


TOPE'S TREE SERVICE
Po Box 51964
Pacific Grove, CA 93950
Tel. No: 831-373-7765
FAX No: 831-596-6969

Stacy@topes-treeservice.com

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: 12-11-08
Approved as to Fiscal Provisions:

Printed Name and Title

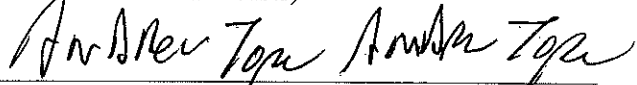

Auditor/Controller

Dated: _____

Dated: 11-12-08

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

Approved as to Liability Provisions:


Printed Name and Title

Risk Management

Dated: 8-9-08 *owner*

Dated: _____

Approved as to Form:


Assistant County Counsel

Dated: 7/31/08

*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
 SCHEDULE OF RATES**

	HOURLY	PER TREE	
PER TREE TAKEDOWN	\$ 70.00 per man	\$ 500.00 \$ 3000.00	
TREE PRUNING	\$ 70.00 per man	\$ 200.00 \$ 1600.00	
STUMP REMOVAL	\$ 150.00	\$ 150.00	
REMOVAL OF ALL DEBRIS (CUT WOOD, LIMBS, VEGETATIVE WASTE)	\$ 70.00 per man		
DISPOSAL OF ALL DEBRIS	\$ 70.00 per man		
SITE CLEAN UP	\$ 70.00 per man		
EMERGENCY SERVICES	\$ 105.00 per man	Sundays \$ 140.00 per man	
MISCELLANEOUS (Contractors may propose and price any additional services)			
Crane Service ^{23 ton} Crane	\$ 150.00		
Bucket Trucks	\$ 75.00		