

**AMENDMENT NO. 2  
TO STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
SMITH & ENRIGHT LANDSCAPING, INC.**

**THIS AMENDMENT NO. 2** to Standard Agreement No. A-13479 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Smith & Enright Landscaping, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into Standard Agreement No. A-13479 with County on March 23, 2017 (hereinafter, "Agreement") to provide landscape and open space maintenance services (hereinafter, "services") for County Service Area (CSA) 15 which includes Toro Park Estates, Serra Village, Toro Creek Estates, and Toro Sunshine (hereinafter, "Project") through March 7, 2020, with the option to extend the Agreement for two (2) additional one (1) year period(s), for an amount not to exceed \$113,175; and

**WHEREAS**, Agreement was amended by the Parties on March 4, 2020 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through March 7, 2021 and to increase the amount by \$37,725 which resulted in a total not to exceed amount of \$150,900; and

**WHEREAS**, County has a continued need for services; and

**WHEREAS**, CONTRACTOR's Landscape Maintenance Pricing in Appendix 1 of the Agreement requires an update effective March 8, 2021; and

**WHEREAS**, additional time and funding are necessary; and

**WHEREAS**, the Parties wish to further amend the Agreement to update the Landscape Maintenance Pricing, to extend the term for one (1) additional year to March 7, 2022, and to increase the amount by \$42,310 for a total amount not to exceed \$193,210 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Paragraph 2.01 of Section 2.0, Payment Provisions, to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$193,210.

2. Amend the first sentence of Paragraph 3.01 of Section 3.0, Term of Agreement, to read as follows:

The term of this Agreement is from March 7, 2017 to March 7, 2022, unless sooner terminated pursuant to the terms of this Agreement.

3. Delete Appendix 1 - Landscape Maintenance Pricing in Exhibit A – Scope of Services/Payment Provisions of the Agreement and replace with Appendix 1A – Landscape Maintenance Pricing, effective March 8, 2021.
4. Amend Paragraph 4.01 of Section 4.0, Scope of Services and Additional Provisions, to add Appendix 1A – Landscape Maintenance Pricing, effective March 8, 2021.
5. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6.0, “Payment Conditions”, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #3000\*3013, Project name (*Landscape and Open Space Services for CSA 15 (RFP #10596)*) and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us):

County of Monterey  
Department of Public Works, Facilities, & Parks (PWWP) – Finance  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to PWWP Finance at (831) 755-4800 or via email to: [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us).

6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

\_\_\_\_\_  
Smith & Enright Landscaping, Inc.  
Contractor's Business Name

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Chair, President or Vice President)

**Approved as to Form**  
**Office of the County Counsel-Risk Manager**  
**Leslie J. Girard, County Counsel-Risk Manager**

Its: \_\_\_\_\_  
James Smith, President  
(Print Name and Title)

DocuSigned by:  
By: Mary Grace Perry  
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Mary Grace Perry  
Deputy County Counsel

Date: 2-4-2021  
By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Date: 2/4/2021

Its: \_\_\_\_\_  
Richard A. Enright, Treasurer  
(Print Name and Title)

**Approved as to Fiscal Provisions**

DocuSigned by:  
By: Gary Giboney  
D3834BFECTD8449...  
Auditor/Controller

Date: 2-4-2021

Date: 2/4/2021

**Approved as to Indemnity and Insurance Provisions**  
**Office of the County Counsel-Risk Manager**

By: \_\_\_\_\_  
Leslie J. Girard  
County Counsel-Risk Manager

Date: \_\_\_\_\_

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

## APPENDIX 1A - REVISED LANDSCAPE MAINTENANCE PRICING

Effective March 8, 2021

ITEM	JOB DESCRIPTION	FREQUENCY	TOTAL COST
1.1	Mini-Park Maintenance	Weekly March - November	\$9,720.00 (\$1,080.00/month)
		Bi-Weekly December - February	\$3,240.00 (\$1,080.00/month)
		<b>Subtotal</b>	<b>\$12,960.00</b>
1.2	Maintenance of Greenbelt and Open Space Areas	4 times per year: Usually March, May, June and October <i>(Dates may be adjusted depending on seasonal conditions and Contractor recommendation)</i>	\$21,200.00 (\$5,300.00/month)
		<b>Subtotal</b>	<b>\$21,200.00</b>
1.3	Maintenance of Sidewalks and Plant Materials along Portola Drive	4 times per year: Usually March, May, June and October <i>(Dates may be adjusted depending on seasonal conditions and Contractor recommendation)</i>	\$3,760.00 (\$940.00/month)
		<b>Subtotal</b>	<b>\$3,760.00</b>
1.4	Maintenance of Toreador Median Island	4 times per year: Usually March, May, June and October <i>(Dates may be adjusted depending on seasonal conditions and Contractor recommendation)</i>	\$440.00 (\$110.0/month)
		<b>Subtotal</b>	<b>\$440.00</b>
1.5	Sidewalk Weed Control Through Chemical Application	1 time per year: March <i>(Dates may be adjusted depending on seasonal conditions and Contractor recommendation)</i>	
		<b>Subtotal</b>	<b>\$1,500.00</b>
1.6	Turf Fertilization	2 times per year: April and October <i>(Dates may be adjusted depending on seasonal conditions and Contractor recommendation)</i>	\$1,450.00 (\$725.00/month)
		<b>Subtotal</b>	<b>\$ 1,450.00</b>
1.7	Irrigation System Maintenance	As Needed	
		<b>Subtotal</b>	<b>\$1,000.00</b>
		<b>TOTAL COST</b>	<b>\$42,310.00</b>