

**AMENDMENT NO. 1 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
SMITH & ENRIGHT LANDSCAPING, INC.**

THIS AMENDMENT NO. 1 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and Smith & Enright Landscaping, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on April 29, 2019 (hereinafter, "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to add Exhibits A1, B1 and C1, as well as a dollar amount increase of \$82,175.00, not to exceed \$132,175.00, to continue providing services identified in the Agreement.

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

1. Amend Section 1, "Employment of Contractor", to replace Exhibit 1 with **Exhibit A1**, "Scope of Work/Work Schedule",
2. Amend Section 3, "Payments to CONTRACTOR; maximum liability", to read as follows:

Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in **Exhibit B1**. Exhibit B1 shall replace Exhibit B. The maximum amount payable to the contractor under this contract is One Hundred Thirty-two Thousand One Hundred Seventy-Five dollars (\$132,175.00)

Original Agreement	\$50,000
<u>Amendment No. 1</u>	<u>\$82,175</u>
Not to exceed total:	\$132,175

3. Amend Section 31, "Exhibits." To replace Exhibit C with **Exhibit C1 (Fee Schedule)**
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

Amendment No. 1 Smith & Enright Landscaping Inc.

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

By: 
General Manager

Date: E-signed 12/1/2020

**Approved as to Form and Legality
Office of the County Counsel**

By: 
Deputy County Counsel

Date: November 30, 2020

Approved as to Fiscal Provisions

By: 
Auditor-Controller

Date: 12-1-2020

By: 
Administrative Analyst

Date: 12/1/2020

Approved as to Indemnity, Insurance Provisions

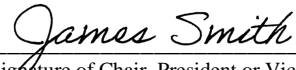
By: _____
Risk Management

Date: _____

*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.

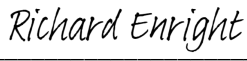
CONTRACTOR

*Contractor Business Name

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

Title: James Smith, President
(Print Name and Title)

Date: 11/30/2020

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

Title: Richard Enright, Vice-President
(Print Name and Title)

Date: 11/30/2020

Amendment No. 1 Smith & Enright Landscaping Inc.

EXHIBIT A1

WORK SCHEDULE/SCOPE OF WORK

SCOPE OF WORK:

Smith & Enright Landscaping, Inc., (CONTRACTOR) shall provide all labor, equipment, materials, protective clothing and gear, and tools necessary to accomplish the performance of work, as set forth below:

- As specified by the Agency, CONTRACTOR shall clean-up and dispose trash, debris, and some hazardous wastes as specified in this Exhibit.
 - Contractor shall collect hypodermic needles into a sharps container and dispose of properly.
 - All collected human waste shall be transferred into a sanitary waste facility kept on site during cleanup operations.
- CONTRACTOR shall collect and properly dispose of all trash, waste, and debris in accordance with all applicable laws.
- CONTRACTOR shall collect hazardous materials to include, but not limited to, household chemicals, containers of liquid fuel, oil, propane tanks, for transfer and disposal by others in accordance with all applicable laws.
- CONTRACTOR will transfer personal items collected during encampment cleanup operations, stored in containers supplied by others, to a storage facility as designated by Agency staff. After 90 days in storage, personal items not collected and declared "abandoned", will be transported by the CONTRACTOR to an Agency designated disposal facility.
- CONTRACTOR shall follow all applicable safety precautions and requirements of the State of California, California State Contractors License Board, and CAL/OSHA regulations. CONTRACTOR shall pay prevailing wage in accordance with all applicable laws.
- As identified by Agency staff, CONTRACTOR shall provide mowing services on the Pajaro River Levee Bench (left bank).
- As identified by Agency staff, CONTRACTOR shall provide pruning and landscaping services at the Pajaro River Levee.

EXHIBIT B1
PAYMENT PROVISIONS

CONTRACTOR shall be compensated under this AGREEMENT for "Time and Materials" (T&M), plus dump fees for the performance of the work identified by Agency staff on an as-needed basis as set forth in the Scope of Work. Payment includes all equipment, labor, materials, taxes, tools, travel and incidentals to perform the Scope of Work. CONTRACTOR shall invoice AGENCY upon satisfactory completion of all items identified in the Scope of Work (Exhibit A1).

Future services work will be identified by the AGENCY and request a price quote from the CONTRACTOR. The price for each identified job will be agreed to by the AGENCY and CONTRACTOR prior to CONTRACTOR commencing work.

Labor rates for services provided will be at the prevailing wages for all labor performed.

This AGREEMENT is for a total amount not to exceed \$132,175.00.

**EXHIBIT C1
FEE SCHEDULE**

Service	Description	Rate per Day
Clean up/ Encampment	Includes: 1 Supervisor, 5 personnel on ground, 2 operators, 2 tractors, 4 truck/trailers, porta potty rental, and bags	\$9,880
Mowing	Includes: 2 personnel on ground, 2 operators, and 2 tractor rentals	\$4,640
Pruning	Includes: Includes: 6 men, 1 operator, skid steer, chipper, trucks, equipment	\$7,740

Dump Fees not included, will be billed separately