

**AMENDMENT NUMBER TWO
TO PROFESSIONAL SERVICES AGREEMENT
WITH
COMPLETE LANDSCAPE CARE, INC.**

This Amendment Number Two ("Amendment") is made and entered into this 9th day of January, 2017 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and COMPLETE LANDSCAPE CARE, INC., a California corporation ("Contractor").

WHEREAS, City and Contractor entered into an agreement on March 1, 2015 for Contractor to provide landscape maintenance services ("Agreement"); and

WHEREAS, City and Contractor previously amended the Agreement to increase Contractor's compensation and to allow additional increases in Contractor's compensation based on the Consumer Price Index (CPI); and

WHEREAS, City and Contractor now desire to amend the Scope of Services to include the additional services set forth in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, City desires to increase Contractor's maximum annual compensation accordingly to Seven Hundred Thirty-Six Thousand Five Hundred Forty-Two Dollars and Thirty-Eight Cents (\$736,542.38).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Scope of Services shall be amended to include the additional services set forth in Exhibit A.
2. Section 2.1 of the Agreement shall be amended to reflect that Contractor's total annual compensation shall not exceed Seven Hundred Thirty-Six Thousand Five Hundred Forty-Two Dollars and Thirty-Eight Cents (\$736,542.38). Contractor shall be paid according to the fee schedule set forth in the Agreement and Exhibit A of this Amendment.
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Thomas R. Hatch
Thomas Hatch, City Manager

Date: 2/15/17

CONTRACTOR

Thomas C. Murray
Signature

Date: 1/13/17

Thomas C. Murray-President
Name and Title



ATTEST:

Brenda Green
Brenda Green, City Clerk

Date: 2/17/17

APPROVED AS TO FORM:

Thomas Duarte
Thomas Duarte, City Attorney

Date: 02/03/17

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang, Risk Management

Date: 2/1/17

APPROVED AS TO CONTENT:

Robert Ryan
Robert Ryan, Project Manager

Date: 1/31/17

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Raja Sethuraman, Public Services Director

Date: 2-1-17

APPROVED AS TO PURCHASING:

Stephen Dunivent
Stephen Dunivent, Interim Finance Director

Date: 2-6-17

EXHIBIT A
SCOPE OF SERVICES

Proposal



13316 Leffingwell Road
Whittier, CA 90605
Tel: (562) 946-4441 Fax No. (562) 941-9943
State Contractor's License No. 756703

PROPOSAL SUBMITTED TO: City Of Costa Mesa	DATE 11/21/2016	JOB#
STREET 77 Fair Dr.	JOB HARBOR BLVD BIKE TRAIL	
CITY, STATE Costa Mesa, CA 92628	ADDRESS Costa Mesa, 92628	
ATTN: Robert Ryan/ Jim Ortiz	CITY Costa Mesa , CA	
PHONE 714-327-7490	FAX NO. 714-327-7558	robert_ryan@costamesaca.gov

Scope of work to include:

Complete Landscape Inc. will clean and maintain Harbor Blvd New bike trail from Fair Dr. to the Northern border of Townhomes on a once a week maintenance schedule which includes blowing walkway. (Approximate 12000sq. ft. planters)

* Price includes prevailing wages.

Total Investment: \$1375.00 monthly with irrigation maintenance

Payment to be made as follows: 100% of work completed to date

***** PROPOSAL MUST BE SIGNED AND RETURNED BEFORE ANY WORK CAN BEGIN *****

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance. In cases of non-existent or manual irrigation systems, owner shall bear responsibility for watering above proposed work. Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as follows: 100% upon completion or 100% progress payment for percentage of work completed at month's end.

Contractor's Authorized Signature

Acceptance
Owner or Authorized Representative

By _____
Joe Solis

By _____

Title Account Manager: Date: 11/21/16

Title _____ Date: _____

O.L.