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Jensen Landscape Services, Inc.
Amendment #8

AMENDMENT NO. 8 TO THE AGREEMENT
WITH
JENSEN LANDSCAPE SERVICES, INC.
FOR
MCCARTHY RANCH LANDSCAPE MAINTENANCE SERVICE

This Amendment is entered into this 21st day of August, 2013, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and **Jensen Landscape Services, Inc.** a California corporation (hereafter referred to as "CONTRACTOR").

RECITALS

- A. WHEREAS, the parties entered into an agreement entitled "McCarthy Ranch Landscape Maintenance Services" on August 30, 2010 ("Agreement") for an initial contract amount of Sixty-Two Thousand Eight Hundred and Seventy Nine dollars (\$62,879.00). This is a three year contract with two one year renewal options; and
- B. WHEREAS, the parties entered into Amendment No. 1 to the Agreement on November 3, 2010 to increase the total contract amount by Twenty-Six Thousand Nine Hundred Thirty-Two Dollars (\$26,932.00), a one time increase for tree pruning on the west side of North McCarthy Blvd.; and
- C. WHEREAS, the parties entered into Amendment No. 2 to the Agreement on June 8, 2011 to increase the total contract amount by Twenty-One Thousand Twenty-Six Dollars (\$21,026.00), a one time increase for tree pruning on the east side of North McCarthy Blvd.; and
- D. WHEREAS, the parties entered into Amendment No. 3 to the Agreement on January 5, 2012 to adjust the pesticide usage reporting to a standardized format supplied by the City of Milpitas at no additional cost to the City; and
- E. WHEREAS, the parties entered into Amendment No. 4 to the Agreement on July 16, 2012 to increase the total contract amount by One Thousand Three Hundred Dollars (\$1,300.00), a one time increase for irrigation repairs and plant replacement; and
- F. WHEREAS, the parties entered into Amendment No. 5 to the Agreement on July 16, 2012 to increase the total contract amount by Five Thousand Dollars (\$5,000.00), a one time increase for irrigation repairs and plant replacement; and
- G. WHEREAS, the parties entered into Amendment No. 6 to the Agreement on March 22, 2013 to increase the total contract amount by Five Thousand Dollars (\$5,000.00), a one time increase for irrigation repairs and plant replacement; and

- H. WHEREAS, the parties entered into Amendment No. 7 to the Agreement on April 30, 2013 to adjust the pesticide usage reporting to the standardized format provided by the California Regional Water Quality Control Board at no additional cost to the City; and
- I. WHEREAS, the Agreement including Amendments Nos. 1 through 7 outlined above authorized payment from City to Contractor totaling Two Hundred Forty-Seven Thousand Eight Hundred Ninety-Five Dollars (\$247,895.00), however, Contractor has so far provided services totaling Two Hundred Forty-Eight Thousand Seven Hundred Thirty-Seven Dollars and Twenty-Five Cents (\$248,737.25); and
- J. WHEREAS, the parties desire to further amend the Agreement to authorize the additional payment for services provided by Contractor to City exceeding the previous amendments, increase the total amount of the Agreement by Three Thousand Five Hundred Fifty Dollars (\$3,550.00) for irrigation repairs along McCarthy Blvd. in accordance with Addendum No. 1 attached to this Amendment, and increase the total contract amount for the remaining two years of the Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to further amend the Agreement as follows:

- 1. City agrees to pay Contractor for all services under the amended Agreement as follows:
 - A. 8/30/2010 to 8/29/2013: \$261,923.00
 - B. 8/30/2013 to 8/29/2014: \$72,879.00
 - C. 8/30/2014 to 8/29/2015: \$72,879.00
- 2. Part 1 Section 3.4 "IRRIGATION SYSTEM MAINTENANCE of the amended Agreement is hereby amended to include irrigation repairs on McCarthy Ranch Blvd/N&S Ranch Road, pursuant to Addendum No. 1, attached and incorporated herein.
- 3. CONTRACTOR agrees to continue to maintain and pay for all insurance policies as stated in "Exhibit A – Insurance Requirements General" throughout the term of the Agreement and shall provide the City with renewal certificates and endorsements of the insurance policy.
- 4. All other provisions of the amended Agreement not amended by this Amendment No. 8 shall remain in full force and effect.

This Amendment is executed as of the date written on Page 1.

APPROVED BY:

CITY OF MILPITAS

JENSEN LANDSCAPE SERVICES, INC.

Thomas C. Williams, City Manager

Name Authorized Representative

Approved As To Content:

Title of Authorized Representative

Steve Erickson, Project Manager

Approved As To Form:

Michael J. Ogaz, City Attorney



CITY of MILPITAS

Purchasing Division

*455 E. Calaveras Blvd
Milpitas, CA 95035*

Phone: 408-586-3160 Fax: 408-586-3170

July 15, 2013

ADDENDUM NO. 1

To

Amendment No. Eight (8)

To

McCarthy Ranch Landscape Maintenance Services Agreement

RFP 1189

Please note the following revision to, McCarthy Ranch Landscape Maintenance Services Agreement - RFP 1189

The Total Agreement value for contract year number three (3) shall be increased by \$3,550.00 per the attached proposal from James Van Slyke dated July 8, 2013.

All other provisions of the documents and specifications remain in full force and effect.

Respectfully,

Chris Schroeder
Purchasing Agent



July 8, 2013

Steve Erickson
City of Milpitas
1265 North Milpitas Blvd.
Milpitas, CA 95035
(408) 586-3301
(408) 586-2610

Re: McCarthy Blvd/N&S Ranch Rd. Irrigation Repairs (revised)
Job#: 070050

Dear Steve,

Jensen Landscape Services, Inc. (JLS) appreciates this opportunity to bid your irrigation landscape needs. JLS proposes to supply all labor, material, and equipment to complete the following scope of work. The irrigation system conditions are in detail below.

Scope of Work:

Controller 7-1:

Repair 1 broken lateral pipe on station #5.

Controller 2:

Repair 2 broken lateral pipes on stations #6,8

Repair 1 broken mainline pipe on station #7

Controller 3:

Repair 1 broken lateral pipe on station #1

Controller 4:

Replace 1 valve not opening automatically on station #6

Controller 5:

Repair 1 broken lateral pipe on station #19

Controller 7:

Controller 8:

Repair 8 broken lateral pipes on stations #3,4,12,16,21,24,29

Controller 9:

Repair 1 broken lateral pipe on station #9

Cost \$3,550

Qualifications:

Assumes no underground utilities or other underground obstructions are in conflict with the work to be performed by Jensen Landscape Services or its subcontractors. If there are, or the client suspects that there may be, they are to be located by others prior to start of work.

Exclusions:

JLS is not responsible for damage to underground utilities, plants, hardscape and other unknown items not shown on the client-submitted, as-built drawings.

Thank you again for the opportunity to present our proposal to you. If you have any questions or wish to proceed with the above scope of work, please contact us at your earliest convenience,

Sincerely,

James Van Slyke

James Van Slyke
Account Manager
Cell: (408) 210-8804
Email: jvanstyke@jensencorp.com

Approval Signature

Date

Jensen Landscape Services, Inc. License #537854

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