

Attachment A

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT is entered into as of _____, between the COUNTY OF TULARE, referred to as COUNTY, and TAYLOR BROTHERS INC., a California corporation, doing business as RES-COM, referred to as CONTRACTOR, with reference to the following:

- A. The COUNTY and CONTRACTOR entered into Agreement No. **24865** on March 8, 2011, for the purpose of carrying out the desired control program under the direction and supervision of the Tulare County Agricultural Commissioner (hereinafter "the CAC", to combat the spread of the Glassy-winged Sharpshooter insect in Tulare County.
- B. The parties agree and wish to amend the agreement to extend the term to June 30, 2013 and to amend the payment for services.

ACCORDINGLY, IT IS AGREED:

- I. Section III SPECIFIC TERMS. TERM is amended to read as follows:

Section 1. TERM: This Agreement shall become effective as of July 1, 2012, and shall expire on June 30, 2013, unless otherwise terminated as provided in this Agreement.

- II. Exhibit A attached hereto and incorporated by reference, titled "Exhibit A, SCOPE OF WORK", the date is amended to read as follows:

CAC Responsibilities, Section 14
Treatment is anticipated to end on June 30, 2013.

- III. Exhibit B attached hereto and incorporated by reference, titled "Exhibit B, HOURLY RATE" is amended to read as follows:

HOURLY RATE \$485

- IV. Except as provided above, all other terms and conditions of Agreement No. **24865** shall remain in full force and effect.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: _____ BY _____
Chairman, Board of Supervisors

ATTEST: JEAN ROUSSEAU
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

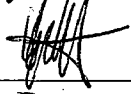
CONTRACTOR

Date: _____ By _____
TITLE _____

Date: _____ By _____
TITLE _____

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By  _____
Deputy

Date 5/23/12

EXHIBIT A

SCOPE OF WORK

Contractor shall furnish all vehicles, personnel, labor, materials, equipment, permits, fees, insurance, taxes, mileage etc., and facilities to apply chemical(s) for the treatment of Glassy-Winged Sharpshooter (GWSS).

Work to be performed under the direction of the County of Tulare Agricultural Commissioner (CAC), and be performed within the Tulare County. Service is anticipated to begin effective on the first day of the month following approval.

Contractor Responsibilities:

1. Furnish all vehicles, personnel, labor, materials, equipment, permits, fees, insurances, taxes, mileage etc and facilities, to apply chemical(s) for the treatment of Glassy-Winged Sharpshooter. Treatment crew shall consist of two personnel and two application vehicles, each equipped with a minimum tank capacity of 50 gallons. Both service trucks to have capability to perform soil injection or drench with adequate hose length at last two-hundred fifty feet (250) to reach from the street to all plants on the property. One of the two service trucks will be fitted with a foliar hand spray nozzle with adequate hose length at least two-hundred fifty feet (250) reach from the street to all plants on the property as well as a water truck with nurse tank.
2. Maintain all equipment in good working order.
3. No homeowner equipment is to be used.
4. Identify an individual who will be the contractor's representative. This person will have responsibility for maintaining liaison with the CAC and assuring that the terms of the contract are met.
5. Contractor shall comply with all applicable federal, state, and local rules, regulations, and laws.
6. Assure that applications are made in accordance with applicable laws and regulations concerning pesticide applications in the State of California.
7. Hold valid agricultural pest control business license with the California Department of Pesticide Regulation (DPR) and permits to apply pesticides in the State of California.
<http://www.cdpr.ca.gov>
8. Provide proof of proper qualified applicator license with California Department of Pesticide Regulation (DPR) as required in category, "B-landscape maintenance". Maintain County registration as a licensed pest control business in the appropriate categories.
9. Assure that all applications are made in accordance with instructions from the CAC representative for each treated property.

10. Assure that all applications shall be conducted according to the registered product labeling.
11. Provide personnel that have been trained in accordance with all applicable laws and regulations regarding pesticide application, and provide personal protective equipment as per pesticide label.
12. Make personnel available for additional training, such as pesticide label training, if deemed necessary by CAC.
13. Maintain all records of properties treated, to include: Address and material(s) applied, date of application, number of application(s) i.e., 1st, 2nd, application etc., and any special circumstances encountered.
14. All records are the property of the CAC and must be tendered upon demand.
15. Submit to CAC monthly, a completed invoicing form (provided by the CAC)
16. Maintain all pesticide use records for submission to the CAC in accordance with all applicable laws and regulations.
17. Maintain good community and public relations.
18. Allow the CAC to resolve treatment questions and issues, and assist the CAC to resolve special requests from property owners/occupants regarding the conduct of the treatment(s).
19. Provide a list of equipment and personnel to be used in the project.
20. Provide proof of insurance coverage naming the County and CA State as additional insureds. CONTRACTOR shall maintain insurance in compliance with the requirements of the State as outlined in the Request for Proposal's Exhibit D and Exhibit C of this Agreement.

CAC Responsibilities:

1. CAC shall have ultimate authority over all aspects of the conduct of the program.
2. Designate an individual as the county representative. This individual will be responsible for maintaining liaison with the contractor.
3. All applications to be under the direct supervision of the CAC to assure that contractor conduct the applications in accordance with all laws and regulations of the State of California.
4. CAC shall designate daily, to the contractor's representative those properties that require treatment. Scheduling of treatments shall be the responsibility of the CAC representative.

5. Provide to property owners/occupants all forms, public information handouts, brochures and related information involved in conducting the treatment.
6. Water for tank fill up will be drawn from the nearest Tulare County maintenance yard or as arranged by the CAC.
7. Provide training to contractor personnel if deemed necessary by the CAC.
8. CAC will provide an invoicing form which shall be filled out by the contractor and submitted to CAC weekly.
9. Work with the contractor to maintain good community and public relations.
10. Resolve treatment questions and issues. Work with, and assist, the contractor to resolve special requests from property owners/occupants regarding the conduct of the treatment(s).
11. Resolve property owner/occupant refusals to allow treatment.
12. Review treatment records to assure accuracy of information.
13. Maintain official records of treatment.
14. Treatment is anticipated to end on June 30, 2013. However, if GWSS is detected in a high risk area, the contractor may be requested to make fall applications as weather allows.

Anticipated Chemical to be used: Imidacloprid (Merit WSP, Merit WP, Core-Tech with CDFA Approval)

Additional Conditions:

Hourly rate to be billed is based upon the crew. The crew will consist of three (3) personnel (2 treatment & 1 water technicians) and two application vehicles in addition to water truck with nurse tank, and all costs associated with these applications, including the pesticide products used. Normal work days are Monday through Friday. Daily work hours are variable, but will not exceed eight (8) hours per day. There will be no overtime, weekends or holiday work. Holidays are as listed in Tulare County holiday schedule. Down time for repair or maintenance shall not be billed. It is the responsibility of the contractor to keep track of and write down the total amount of dilute material applied to each property. Only actual treatment time may be billed. Crew is to report to treatment site each day as directed by CAC. Nurse tank truck operator shall notify occupant(s) or property fifteen to thirty minutes prior of impending treatments and maintain records as specified of these treatments.

EXHIBIT B

Subject: Pricing for pesticide applications for the control of the Glassy-Winged Sharpshooter at Sites (to be determined by the agricultural commissioner) in Tulare County.

****HOURLY RATE**

\$485

**Hourly rate shall include all requirements to perform required services.

Exhibit C
INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees or subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less than \$2,000,000
2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence.
3. Workers' Compensation and Employer's Liability Insurance as required by law.
4. Environmental Impairment Liability or Hazardous Waste Liability for \$1,000,000 per occurrence

B. Specific Provisions of the Certificate

1. The Certificate of Insurance for General Liability , Comprehensive Automobile Liability Insurance, and Environmental Impairment Liability or Hazardous Waste Liability must meet the following requirements:
 - a. *Name the COUNTY, Its officers, agents, employees and volunteers, individually and collectively, as additional insureds.*
 - b. *State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by COUNTY shall be excess.*
 - c. *Provide that coverage shall not be suspended, voided, canceled, reduced In coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.*
2. The Certificate of Insurance for Workers Compensation, must include the following waiver of subrogation:
 - a. *Waiver of Subrogation. Contractor waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.*

C. Deductibles and Self-Insured Retentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the County Risk Manager or County Risk Manager's designee.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.