

**AMENDMENT NO. 2 TO
SILVERADO COMMUNITY SERVICES DISTRICT AGREEMENT NO. 230085B
(SCSD)**

THIS AMENDMENT NO. 2 OF SILVERADO COMMUNITY SERVICES DISTRICT AGREEMENT NO. 230085B (SCSD) is made and entered into as of this 16th day of May 2023 by and between SILVERADO COMMUNITY SERVICES DISTRICT, a special district organized under the laws of the State of California, hereinafter referred to as "DISTRICT", and SANCHEZ BROTHERS LANDSCAPE, INC., a "California S Corporation" whose business address as 1245 Hale St., Vallejo, CA 94591, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on July 1, 2022, DISTRICT and CONTRACTOR entered into an Agreement to provide landscape maintenance services; and

WHEREAS, DISTRICT and CONTRACTOR now wish to amend the Agreement to increase the periodic and maximum payment amounts allowable under the Agreement.

TERMS

NOW, THEREFORE, DISTRICT and CONTRACTOR amend Silverado Community Services District Agreement No. 230085B (SCSD) (the "Agreement") as follows:

1. Paragraph 3 of the Agreement is amended in its entirety to read as follows:
 3. **Compensation.**
 - (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, DISTRICT shall pay CONTRACTOR at the rates set forth in Exhibit "C-1", attached hereto and incorporated by reference herein.
 - (b) Expenses. No travel expenses will be reimbursed by DISTRICT. Other expenses will be reimbursed by DISTRICT upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "C-1."
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of one hundred thirty thousand dollars (\$130,000) for professional services and expenses per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.
2. This Amendment No. 2 shall be effective May 16, 2023.
3. Except as provided herein, all other terms and provisions of the Agreement shall remain

in full force and effect as originally agreed.

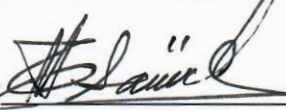
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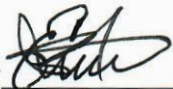
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IN WITNESS WHEREOF, this Amendment to the Agreement was executed by the parties hereto as of the date first above written

SANCHEZ BROTHERS LANDSCAPING, INC.

By 
MANUEL TORRES SANCHEZ, Co-Owner and CEO

By 
ELIUD SANCHEZ, Co-Owner

"CONTRACTOR"

SILVERADO COMMUNITY SERVICES DISTRICT,
a political subdivision of the State of California

By _____
BELIA RAMOS, Chair
Board of Directors

"DISTRICT"

APPROVED AS TO FORM Office of County Counsel By: <u>/s/ Wendy M. Dau</u> Deputy County Counsel Date: <u>April 6, 2023</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____ _____
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EXHIBIT “C-1”
Amendment No. 2 to Agreement No. 230085B

COMPENSATION AND EXPENSE REIMBURSEMENT

CONTRACTOR shall be compensated at the rates listed below. The maximum amount of the contract is \$130,000 per fiscal year, which includes \$74,400 for routine service (\$6,200 monthly) and \$55,600 for non-routine services, as needed. In the event a landscape area is obstructed or otherwise made inaccessible for any extended period of time, DISTRICT and CONTRACTOR shall negotiate temporary adjusted compensation.

1. Rates for routine services by landscape area and approximate dedicated crew hours are as follows:

Landscape Area	Total Monthly Cost	Total Annual Cost	Monthly Crew Hours	Annual Crew Hours
1	\$277	\$3,324	5.39	64.68
2	\$508	\$6,096	9.89	118.68
3	\$165	\$1,980	3.22	38.64
4	\$141	\$1,692	2.88	34.56
5	\$74	\$888	1.54	18.48
6	\$956	\$11,468	20.11	241.32
7	\$85	\$1,020	1.84	22.08
8	\$195	\$2,340	3.87	46.44
9	\$286	\$3,440	2.34	28.08
10	\$66	\$792	1.29	15.48
11	\$149	\$1,788	2.86	34.32
12	\$197	\$2,364	3.68	44.16
13	\$66	\$792	1.36	16.32
14	\$348	\$4,176	6.78	81.36
15	\$76	\$912	1.54	18.48
16	\$82	\$980	1.33	15.96
17	\$82	\$980	1.33	15.96
18	\$98	\$1,176	1.99	23.88
19	\$109	\$1,308	2.23	26.76
20	\$113	\$1,356	2.31	27.72
21	\$102	\$1,224	2.08	24.96
22	\$93	\$1,116	1.9	22.8
23	\$409	\$4,908	7.97	95.64
24	\$234	\$2,812	3.06	36.72
25	\$241	\$2,896	3.2	38.4
26	\$569	\$6,828	11.54	138.48
27	\$361	\$4,328	3.89	46.68
28	\$49	\$588	1.07	12.84
29	\$69	\$828	1.44	17.28
TOTAL	\$6,200	\$74,400	113.93	1367.16

2. Rates for routine services include travel time, supervision and irrigation inspection.
3. Standard Rates for General Labor
 - (a) The following general labor rates apply to non-routine services performed during normal business hours.

Classification	Hourly Rate
Gardener	\$50
Foreman	\$70
Irrigation Technician	\$70
Tree Laborer	\$135

4. Other Rates
 - (a) Labor rates for services performed outside normal business hours, including emergency services, shall be billed at one and one-half (1.5) times the standard rates for each classification of laborer.