

## AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on 2/21/2021 | 2:28 PM PST by \_\_\_\_\_ and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and ALLWEATHER LANDSCAPE MAINTENANCE LLC, hereinafter referred to as Contractor.

### WITNESSETH:

WHEREAS, on November 24, 2020, the City requested proposals for Landscape Maintenance Services, per Project No. 50200-2020-LS

WHEREAS, pursuant to said request, Contractor submitted a proposal that was accepted by City for Category B, E, F said project;

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be from February 1, 2021 to February 28, 2025, or termination of the contract in accordance with this agreement.
2. **INCORPORATION BY REFERENCE.** City Specification No. 50200-2020-LS and Contractor's proposal is hereby incorporated in and made a part of this Agreement and attached as Exhibit A.
3. **Contract Extension.** The term of the contract may be extended by mutual consent for an additional 2 years.
4. **Cost Adjustments.** During the term of the agreement, beginning July 1, 2022, contract prices shall be modified by a percentage equal to the percentage increase in the U.S. Consumer Price Index/All Urban Consumers (CPI-U) from March in the previous year to March in the year of adjustment. Under no circumstances shall the contract price increase more than five (5) percent from the prior contract year.
5. **Ability to Perform.** The Contractor warrants that it possesses all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all applicable federal, state, county, city, and special district laws, ordinances, and regulations.

The Contractor's employees shall be competent and qualified to perform the specified work and shall perform the specified work in an orderly manner. If the City's representative advises the Contractor that an employee is incompetent, unqualified, or disorderly, the Contractor shall remove that employee from the specified work for the duration of the contract. The Contractor shall not bring to the specified work locations any pets, children, or persons not employed under the contract.

6. **Contractor Identification.** All staff employed in the work shall wear a shirt or jacket clearly identifying the Contractor's company.

7. **Sub-contract Provisions.** No portion of the work pertinent to this contract shall be subcontracted without written authorization by the City.
8. **Contract Assignment.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
9. **Scope of Work and Levels of Service.** The Contractor shall furnish services for Landscape Maintenance as specified in **Exhibit A**.

The City may periodically request additional unspecified work, such as new or replacement planting at the assigned locations. For this work, the City shall pay the Contractor an amount equal to the amount provided by the contractor and attached as **Exhibit B**, multiplied by the number of units completed or installed, or the employee hours used multiplied by the accepted labor rate plus the actual cost of materials with a 15% markup allowed.

10. **Work Hours.** The Contractor shall perform the specified work on weekdays (Monday through Friday) between the hours of 7:00 a.m. and 5:00 p.m. The Contractor shall not perform any of the specified work outside of these work hours without the previous written consent from the City's Contract Manager.
11. **Traffic Control.** The Contractor shall furnish all traffic control delineation required in order to perform the specified work. Traffic control delineation shall comply with all local, state, and federal regulations. The Contractor shall not close street lanes without the City's previous written consent.
12. **Encroachment Permits.** When specified work must be completed in the medians of state highways, such as those on Santa Rosa Street, the Contractor shall obtain and pay for any encroachment permits which may be required from the State of California Department of Transportation.
13. **Work Schedule.** At the beginning of each month the Contractor shall submit to the City a proposed schedule showing the sites and tasks to be completed during the upcoming month. Irrigation testing locations and fertilization must also be noted on the schedule.

When submitting an invoice for work completed during a month, the Contractor shall include with the invoice a copy of the schedule showing the actual dates when work was completed. Failure to provide an adequate schedule will result in a forfeiture of 10% of the total monthly payment due.

14. **Utilities Costs.** The City shall pay the utilities costs for all water and electricity used at the specified work locations. Contractor shall follow direction of City staff for "rain shut off" of irrigation controllers during periods of extended rain. Failure to follow direction may result in contractor being liable for cost of water.
15. **Materials.** The Contractor shall not use any material for the specified work without the City's prior written approval of that material. If requested, the Contractor shall furnish to the City without charge samples of materials for examination and testing. Irrigation shall meet current City standards.

The Contractor shall furnish to the City a list of all materials used for the specified work that are regulated by law as toxic or hazardous. With this list the Contractor shall include a material safety data sheet for each toxic or hazardous material. The Contractor shall train its employees in the proper handling of any toxic or hazardous materials.

16. **Inspection and Corrections.** The Contractor shall furnish the City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill its contract requirements. The City Contract Manager shall be sole judge of the adequacy of the Contractor's maintenance and the appearance of the sites.

During the third week of each month the Contractor and the City's Contract Manager together shall inspect locations where work was scheduled for completion that month. The City's Contract Manager shall document any deficiencies in writing. The City's Contract Manager will also periodically inspect work locations without the Contractor, but will report any deficiencies to the Contractor before the end of the third week of the month.

If the Contractor does not correct a documented deficiency by the end of the month, it shall forfeit 50 percent of the monthly unit price for the location where the deficiency occurred. If the deficiency is not corrected within the next month, 100 percent of the monthly unit price for the location where the deficiency occurred will be forfeited. The City will deduct such forfeiture from its next payment. If site maintenance has not been completed at all, 100 percent of the monthly unit price will be forfeited from the next payment.

17. **Termination.** If, during the term of the contract, the City determines that the Contractor is not faithfully abiding by any term or condition contained herein, the City may notify the Contractor in writing of such defect or failure to perform. This notice must give the Contractor a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Contractor has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Contractor to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In said event, the Contractor shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Contractor as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Contractor shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall scope of work.

The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Contractor be entitled to receive in excess of the compensation quoted in its proposal.

If, at any time during the term of the contract, the City determines that continued contract maintenance is no longer in the best interests of the City due to funding shortages or unforeseen circumstances, the City reserves the right to terminate the contract. Contractor will be paid compensation due and payable to the date of termination.

18. **Reports.** At the end of each month, included with the invoice, the Contractor shall provide all irrigation reports, fertilization and pesticide application information for the prior month. Failure to provide any of these reports will result in forfeiture of 20% of the total monthly payment due. During months when no

irrigation, fertilization of pesticide application occurs, the Contractor shall note that with the invoice submittal.

19. **Record Retention and Audit.** For the purpose of determining compliance with various laws and regulations as well as performance of the contract, the Contractor and sub-contractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the performance of the contract, including but not limited to the cost of administering the contract. Materials shall be made available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. Authorized representatives of the City shall have the option of inspecting and/or auditing all records. Copies shall be furnished if requested.
20. **Release of Reports and Information.** The Contractor shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the City and receipt of the City's written permission.
21. **Copies of Reports and Information.** If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Contractor is required to furnish in limited quantities as part of the work or services under these specifications, the Contractor shall provide such additional copies as are requested, and City shall compensate the Contractor for the costs of duplicating of such copies at the Contractor's direct expense.
22. **Conflict of Interest.** The Contractor shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract, or any ensuing City construction project. The Contractor shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing City construction project which will follow.

The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no sub-Contractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent Contractor and not an agent or employee of the City.

23. **Rebates, Kickbacks or Other Unlawful Consideration.** The Contractor warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of the warranty, the City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
24. **Covenant Against Contingent Fees.** The Contractor warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

25. **Compliance with Laws and Wage Rates.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.

Prevailing wage is required, at a minimum, for work under this contract. The Contractor and any subcontractor must forfeit to the City not more than \$200 per day or part of a day for each worker paid less than the prevailing wage rate and pay the worker the difference between the prevailing wage rate and the rate paid (Labor Code § 1775). The Labor Commissioner determines the amount of this penalty and bases the amount on:

1. Whether the failure to pay the correct prevailing wage rate was a good-faith mistake that the Contractor or subcontractor promptly and voluntarily corrected upon notice
2. The prior record of the Contractor or subcontractor in meeting its prevailing wage obligations
3. The Contractor or subcontractor's willful failure to pay the correct rate of prevailing wages

The Contractor shall submit certified payroll as part of the monthly invoice submittal. Weekly payrolls must include each employee's:

1. Full name
2. Address
4. Work classification
5. Straight time and overtime hours worked each day and week
6. Actual wages paid for each day
7. Fringe benefits or submit a statement of fringe benefits, clearly defining which benefits are paid directly to the employee as part of the hourly rate, and which benefits are paid into an approved program. Fringe benefit statements must be signed by the employer or the employer's agent certifying the fringe benefit statement is correct and the employer has been authorized to make any payments on behalf of the employee to approved programs.

26. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.
27. **Permits, Licenses, and Insurance.** The Contractor shall procure and maintain current, all permits, licenses, and specified insurance, and pay all charges and fees, and file all notices as they pertain to the completion of the Contractor's work. The contractor shall have and maintain the following valid State of California Licenses, C-27 Contractors License, Qualified Pesticide Applicators License, and Agricultural Pest Control Business License. The Contractor shall comply with the current State Department of Pesticide Regulations and County of San Luis Obispo Agriculture Commissioner regulations.

NOTE: For **CAT (F)** only Contractor will need to be eRailsafe certified by the Union Pacific Rail Road Contact Bill Chandler of UPRR Safety Department – Police Background Investigation Phone # (435-563-8253) or email [mfarley@up.com](mailto:mfarley@up.com) MaryBeth Farley Operations Manager Support UPRR for forms and procedure. Or on the website: <https://erailsafe.com/usa/applicant-login/>

28. (a) **Non-design, non-construction Professional Services:** To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Contractor shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance or Contractor's failure to perform its obligations under this Agreement or out of the operations otherwise conducted by Contractor, including claims arising out of the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this Agreement, the Contractor shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

29. (d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

The review, acceptance or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

30. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA; the California Division of Industrial Safety; and Union Pacific Railroad (UPRR) as well as the UPRR Fire Prevent Plan.
31. **Public and Employee Safety.** Whenever the Contractor's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
32. **Preservation of City Property.** The Contractor shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.
33. **Water Conservation.** Contractors shall turn off all irrigation systems during periods of rainfall and/or times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good, and acceptable horticultural maintenance practices. Contractors shall comply with all City of San Luis Obispo Ordinances and Resolutions which relate to water conservation.
34. **Recycled/Reclaimed Water.** Water supplied by the City for irrigation may be Recycled/Reclaimed Water, indicated by purple color-coded sprinklers, valves, valve boxes, tags and signs. Contractor understands that Recycled/reclaimed Water is not intended for human contact or consumption. Contractor accepts full responsibility for educating and monitoring its employees regarding safety issues related to the presence and use of Recycled/Reclaimed Water.
35. **Security of Work Locations.** For work locations secured by locks, the City shall provide the Contractor with the required keys. The Contractor shall properly secure these locations when specified work is completed and shall replace or repair City property lost or damaged when locks are not properly set.
36. **Contractor Non-Discrimination.** In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
37. **Non-Exclusive Contract.** The City reserves the right to contract for the services listed in this proposal from other Contractors during the contract term.
38. **Contractor Invoices.** The Contractor shall deliver a monthly invoice to the City, itemized by project work phase or, in the case of on-call contracts, by project title. Invoice must include a breakdown of

hours billed and miscellaneous charges and any sub-Contractor invoices, similarly broken down, as supporting detail.

39. **Payment.** For providing services as specified in this Agreement, City will pay and Contractor shall receive therefore compensation for individual site work in accordance with the prices included in Sections J and K.
40. **Contractor Invoices.** The Contractor shall deliver a monthly invoice to the City with the name of the contract, the contract specification number. The invoice shall be itemized by site / location and accompanied by required reporting documents.
41. **Resolution of Disputes.** Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the City Contract Manager and the City Director of Public Works, who may consider written or verbal information submitted by the Contractor. Not later than thirty days after receipt of a written decision on any dispute by the City's Contract Manager, the Contractor may request review by the City Council of unresolved claims or disputes, other than audit, in accordance with Chapter 1.20 Appeals Procedure of the Municipal Code.

Any dispute concerning a question of fact arising under an audit of this contract that is not disposed of by agreement, shall be reviewed by the City's Public Works Director. Not later than 30 days after issuance of the final audit report, the Contractor may request a review by the City's Public Works Director of unresolved audit issues. The request for review must be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the City will excuse the Contractor from full and timely performance in accordance with the terms of this contract.

42. **CITY'S OBLIGATIONS.** For providing the services as specified in this Agreement, City will pay, and Contractor shall receive therefore compensation as awarded by contract.
43. **CONTRACTOR/CONSULTANT'S OBLIGATIONS.** For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to do everything required by this Agreement and the said specifications.
44. **AMENDMENTS.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Engineer. If, at any time during the project, the Contractor is directed to do work by persons other than the City Contract Manager and the Contractor believes that the work is outside of the scope of the original contract, the Contractor shall inform the Contract Manager immediately. If the Contract Manager and Contractor both agree that the work is outside of the work scope and is necessary to the successful completion of the work, then a fee will be established for such work based on Contractor's hourly billing rates or a lump sum price agreed upon between the City and the Contractor. Any extra work performed by Contractor without prior written approval from the City Contract Manager shall be at Contractor's own expense.
45. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto.

46. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

**City** Adam Basden  
City of San Luis Obispo  
25 Prado Rd  
San Luis Obispo, CA 93401

**Contractor** All Weather Landscape Maintenance, LLC  
PO BOX 6734  
Santa Maria, CA 93456

47. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do covenant that everyone executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY OF SAN LUIS OBISPO:

By: DocuSigned by:  
Shelly Stanwyck  
62102F5042D4485  
\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

DocuSigned by:  
Markie Jorgensen for Christine Dietrick  
33004627648C453  
\_\_\_\_\_  
City Attorney

CONTRACTOR:

By: DocuSigned by:  
Neil Towny  
14A6044B8FF743C  
\_\_\_\_\_  
Name of CAO / President



**SECTION I: ACKNOWLEDGMENT OF SERVICE LEVELS**

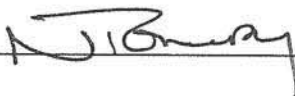
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**Acknowledgement.** The undersigned declares that she or he has carefully examined Project No. 50200-2020-LS which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

(Designate with a ✓ mark if declining to propose)

Category / Service Level	Cost Proposal Submitted	Not proposing for this category
Category A / Level 2	X	
Category B / Level 3	X	
Category C / Level 4		X
Category D / Level 5		X
Category E / Level 2	X	
Category T / Level 3		X
Category F / Level 6	X	
Category W / Level 7		X
Category SD/Level 8		X
Category PD/Level 8		X
Category NR/Level 8		X
Category TEMP HELP/ Level 9		X

Firm Name and Address: <b>Allweather Landscape Maintenance LLC</b>		
<b>P.O. Box 6734</b>		
<b>Santa Maria CA 93456</b>		
Contact Name: <b>Neil Towery</b>		
Email: Neil.allweather@gmail.com	Fax: <b>805-310-4947</b>	Phone: <b>805-868-7643</b>

Signature of Authorized Representative: 	Date: <b>12-23-20</b>
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**SECTION J: CONTRACT COST PROPOSAL**

The undersigned declares that she or he has carefully examined Specification No. 50200-2020-LS, which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

#	Category A –Service Level 2	Location	Monthly Cost
A1	Vista Lago Park	1269 Vista Lago	225.00
A2	Priolo Martin Park (Vista Collados Park)	890 Vista Collados, from the street to back of the lot as defined by adjacent fences (860 & 910 Vista Collados)	212.50
A3	Anholm Park	870 Mission Street between Lincoln and Chorro	131.25
A4	Buena Vista Circle Median	Buena Vista at McCollum	548.00
A5	Margarita Islands <sup>2</sup>	Eight islands on Margarita east of Higuera to Cherry (turf only)	882.50
A6	Osos Triangles (Two)	At Osos and Santa Barbara between Leff & Railroad	392.50
A7	Stoneridge Park <sup>1</sup>	Small Park between 525 & 537 Bluerock	481.25
A8	Poinsettia Creek Walk <sup>3</sup>	South of Rosemary, east side from Poinsettia to RR tracks, west side from Poinsettia 350 feet to asphalt path (HOA bridge)	406.25
A9	Poinsettia Mini Park <sup>6</sup>	Mini Park between 4668 and 4654 Poinsettia west of service road & behind homes	150.00
A10	De Vault Ranch Park	Park on Madonna Road at Spooner; Lower basin not part of contract –(HOA maintained)	1210.00
A11	Fire Station 1	NE corner of Broad, South and Santa Barbara Streets 2160 Santa Barbara	300.00
A12	Fire Station 4	NE Corner of Madonna & LOVR Roads 1395 Madonna	500.00
A13	City Hall / Little Theater <sup>4,5</sup>	990 Palm & 880 Morro	983.00
A14	Police Facility & adjacent house	1016, 1020 & 1042 Walnut Streets	994.00
A15	Ludwick Center	NE Corner of Santa Rosa & Mill Streets	653.00
A16	Emerson Park & Recreation Offices	1341 Nipomo Parks and Rec Cntr.; park palyground; community garden not part	999.00
A17	Mitchell Park- Senior Center	1400 Osos and 1445 Santa Rosa	1647.00
A18	Mission Plaza Extension	Creek walk between Broad & Nipomo	280.00
A19	City County Library	955 Palm, corner Osos & Palm	405.00
A20	Monterey Triangle & Cuesta Inn	Monterey to Garfield (Buena Vista-Garfield) 2000 Monterey	150.00
A21	2 Adobe Homes <sup>2</sup>	466 Dana St. and 1585 Lizzie St. (visit 2 times per month typically)	155.00
A22	Santa Rosa Park	Mow turf mound by skate park and ampatheater and in & around detention basin	300.00

**Category A Notes:**

1. Weed abatement each year at end of May
2. Maintain non-landscaped areas free of weeds, grasses, trash and rodents – once a month
3. Remove litter from creek and empty and reline trash cans
4. City Hall- Little Theater is high litter site
5. City would prefer the use of electric tools (mower, weed eater, blowers, etc) at this site.
6. Empty and reline trash cans at back turf area – 2 cans at each visit.

#	Category B –Service Level 3	Location	Monthly Cost
B1	Madonna Islands <sup>1,2</sup>	Madonna Islands between 101 Freeway on Ramps to 570 feet southwest of Dalidio (4 islands)	120.00
B2	Murray Islands <sup>1,3</sup>	Murray between Santa Rosa and Broad (4 islands)	379.00
B3	Elsford Park & Extension <sup>1</sup>	San Luis Drive, California to the property line at 1680 San Luis Drive, from street to the creek	190.00
B4	Eto Park	End of Brook Street West Side 170 Brook St.	95.00
B5	Prado Rd. Medians <sup>1,2</sup>	Prado medians and traffic circle from 425 ft. west of Serra Meadows to 825 ft. east of Serra Meadows	379.00
B6	Cheng Park	Corner of Marsh & Santa Rosa 1095 Marsh	95.00
B7	Railroad Recreation Bike Trail <sup>4,5</sup>	From Orcutt Road to Jennifer Street bridge at UPRR train depot parking lot	379.00
B8	Bill Roalman Bicycle Boulevard	End of Morro at Santa Barbara adjacent to 1814 Morro	95.00
B9	South Street Soundwall & 5 medians, Higuera to Broad <sup>1,2</sup>	Bus stop on South St. near Higuera - ends at Beebee;6 Islands from Higuera to Broad St.	120.00
B10	Tank Farm Road Sound Wall <sup>2</sup>	Both sides of Tank Farm from Broad to RR tracks includes small median under train trestle	476.00
B11	Tank Farm Road Extension	South side of Tank Farm from east side RR tracks to Orcutt/Islay Park Note: Round about and medians are maintain by Righetti Ranch HOA	284.00
B12	Corporation Yard	25 Prado Road	190.00

**Category B Notes:**

1. Maintain non-landscaped areas free of weeds and rodents
2. Maintain all stamped concrete areas on traffic islands
3. No Chemical use at this location - NO Spray Zone
4. Weed Abate around tree bases mid-May so the Park Maintenance crews can flail mow all the flat areas – annually.
5. Weed Abate slope between 2125 Rachel & 2177 Bushnell this includes knocking down Castor bean plants.

#	Category C –Service Level 4	Location	Monthly Cost
C1	Los Osos Valley Road Islands <sup>1</sup>	Los Verdes Medians near Higuera (2)	N/A
		Froom Ranch (2 medians)	N/A
		Madonna (1 median)	N/A
		Descanso (1 median)	N/A
		Diablo (1 median)	N/A
C2	Los Osos Valley Road Soundwall <sup>5</sup>	North side of Los Osos Valley Road- from Royal Way to Oceanaire, & from Laguna School to Let It Be Open Space	N/A
C3	Madonna Road Frontage Roads <sup>2, 8</sup>	Both sides of Madonna Road from Oceanaire to Pereira	N/A
C4	Madonna/Higuera Triangles <sup>3</sup>	Madonna at Higuera intersection 3 islands total includes long median on Higuera from Madonna to South St.	N/A
C5	Johnson Avenue Railroad Underpass & Triangle Median at San Luis Dr, Also Median on Ella intersection <sup>3</sup>	South of Buchon St. to the east side of underpass, both sides of Johnson including the planted area around the pump station and the drainage basin to the east & Triangle Median; Ella small median on Ella SW off of Johnson	N/A
C6	Grand Avenue Islands <sup>3</sup>	Grand from Monterey to Slack	N/A
C7	Broad Street Islands <sup>3</sup>	Medians on Broad St. from Santa Barbara to Capitolio (4 islands)	N/A
C8	Orcutt Islands & Frontages <sup>3</sup>	Islands on Orcutt and frontages at Laurel Lane intersection between Broad St & Laaurel Ln.	N/A
C9	Santa Rosa Street Median Islands <sup>3, 4</sup>	Santa Rosa Hwy 1 from Oak to Westmont (6 Islands)	N/A
C10	Goldenrod Frontage	Street landscaping at the end of Goldenrod between 904 & 947 Goldenrod & portions of Northeast corner of 984 Goldenrod at Larkspur and at bridge	N/A
C11	Portola Fountain Triangle <sup>3</sup>	Higuera at Marsh including triangle south westside of intersection next to 396 Higuera	N/A
C12	Brizzolara Soundwall	West side of Brizzolara from 690/691 to 461 along 101NB Freeway soundwall	N/A
C13	Calle Joaquin <sup>9</sup>	Calle Joaquin from LOVR to 840 feet southeast of LOVR	N/A
C14	Las Praderas Soundwall & Tank Farm Islands & Higuera Islands <sup>3</sup>	West side of lower Higuera at Las Praderas, 300 feet in both directions, small traffic signal island at Tank Farm and (2) islands on Tank Farm at from Higuera to 315 feet SE of Long St.; 2 small concrete islands on Higuera turn pockets to both shopping centers.	N/A
C15	Las Praderas Park	Area at end of Las Praderas between 18 and 28 Mariposa	N/A
C16	Monterey Street Railroad Underpass	Between Pepper and UPRR right of way, from Palm to Higuera, and both sides under the underpass to the east side of the property lines	N/A

#	Category C –Service Level 4	Location	Monthly Cost
C17	Bishop Street Frontage	Parkway & slope West of Augusta to the water tank drive approach	N/A
C18	Edna/Islay Creek Walk <sup>9</sup>	Wavertree St. at Iron Bark to Spanish Oaks includes entrance between 4542 & 4546; and 4392 & 4410 Wavertree St.	N/A
C19	Calle Joaquin Park N Ride <sup>7</sup>	Park N Ride parking lot between Hampton Inn entrance & Rose Garden Hotels to Calle Joaquin cul-de-sac (not Taco Temple parking lot)	N/A
C20	Santa Rosa Highway Monument Sign <sup>6</sup>	Large SLO entry monument sign at the corner of Santa Rosa/Highland/Chorro corner	N/A

**Category C Notes:**

1. Weed abatement, frontage road from Fire Station #4 south to Froom Ranch Rd every November/December & May/June. Remove trash, sediment, and debris on a monthly basis in island and at any catch basins.
2. Maintain the lower bottlebrush near Oceanaire & Pereira at 36 inches. Trim bottlebrush to maintain visibility of all road signs. City will prune all other bottlebrush once a year.
3. Maintain all stamped/rockscaped concrete areas & gutters on traffic islands.
4. Cut back all ornamental grasses in March
5. Empty and reline trash can at bus stop
6. Includes small median on Highland keep weed free.
7. Includes through cleaning of parking lot parking surface including leaves and grease/oil in March of each Year.
8. Spray herbicide under Bottlebrush both sides of Madonna and the Madonna frontage roads twice a year. Once in early winter after the first rains and then again in early spring.
9. Create a 3 foot wide buffer zone behind sidewalk.

#	Category D –Service Level 5	Location	Visit Cost (Each)
D1	Auto Park Way Circle	East end of Auto Park Way at Los Osos Valley Road (Island)	N/A
D2	Upper Buena Vista Circle	Median at east end of Buena Vista	N/A
D3	Los Cerros Drive Walkway	North end of Los Cerros to footbridge at Highland Dr.	N/A
D4	Ferrini Open Space <sup>1</sup>	On Patricia south of Anacapa across the street from 859 & 847 Patricia	N/A
D5	Highway 101 Entrance Signs <sup>1,5</sup>	Northbound 101 between LOVR and Prado Rd Southbound 101 north of Reservoir Canyon Rd.	N/A
D6	Let It Be Open Space <sup>1</sup>	East side of Los Osos Valley Road from Diablo to City Limits and to fence (50 ft. wide to 370 feet long – Approx.)	N/A
D7	Vista Lago-Collados Lake Access <sup>1</sup>	Natural area between the end of Vista Collados, including the south edge of the road and all of the area north of the road to the lake	N/A
D8	Vista Lago Lake Overlook <sup>4</sup>	Vacant lot between 1168 & 1174 Vista Lago	N/A
D9	Anacapa Circle	Median on Anacapa off of Patricia including the parking space area	N/A
D10	Target/Froom <sup>2,3</sup>	Bio-swale North side of LOVR from the entrance to Target Shop.Cntr. to Fire Station # 4 <b>(2 times per year typical – provide per visit cost for Spring and Fall maintenance)</b>	N/A
D11	Cypress Island <sup>6</sup>	South Higuera east side of Granada <b>(4 times per year typical – provide per visit cost)</b>	N/A
D12	Prado Road Soundwall <sup>6</sup>	Soundwall on north side of Prado Road, east of Higuera <b>(4 times per year typical – provide per visit cost)</b>	N/A
D13	San Luis Drive Frontage – East	North end of San Luis Drive landscape between the road and creek <b>(2 times per year typical – provide per visit cost for Spring and Fall maintenance)</b>	N/A
D14	San Luis Drive Frontage – West	California to 1424 San Luis Drive (near Johnson) <b>(2 times per year typical – provide per visit cost for Spring and Fall maintenance)</b>	N/A
D15	Railroad Recreational Trail and new bike trail bridge behind the CHP Office <sup>8</sup>	West of California Blvd, from Cal Poly to Taft (US 101) This includes the new Bike trail behind the CHP Office from Taft St. to Mill St. <b>(4 times per year typical Minimum – provide per visit cost for maintenance)</b>	N/A

D16	Calle Joaquin Rd 7	Parkway long South Bound 101 FW from end of Hampton Inn Cul-de-sac to billboard	N/A
D17	Ferrini Bike Easement	Part of the Ferrini bike path in the Seventh Day Adventist Church Open Space (4 times per year typical – provide per visit cost for maintenance)	N/A

**Category D Notes:**

1. Weed abatement each year at end of May/mid-June
2. Weed abatement, frontage road from Fire Station #4 to Froom Ranch Rd every May/June. Remove trash, sediment, and debris on a monthly basis in island and at any catch basins weed abate minimum of 2 times per year.
3. No work until final acceptance from the developer, currently schedule for City maintenance July 2016
4. Maintain non-landscape areas free of weeds and rodents
5. Northbound Hwy 101 weed control in front of sign and along fence line
6. Maintain non-landscape areas free of weeds and rodents.
7. Weed abate and spray herbicide minimum of twice a year Late Fall after first rains and again in late Spring.
8. Note: The New Bike trail bridge behind the CHP office is under construction at this time. Should be completed by April of 2021.

#	Category E–Service Level 2 Parking Lot Landscape Areas	Location	Monthly Costs
E1	Amtrak/Railroad Square <sup>1</sup>	Train Station off Osos Street from Roundhouse to Santa Rosa Streets	1178.00
E2	Museum Lot 9	Off Monterey next to Museum	88.00
E3	630 Monterey Lot 14	Corner Monterey, Nipomo & Palm	106.25
E4	Art Center Lot 15	Corner Monterey & Broad	105.00
E5	Nipomo Lot 10	Corner of Higuera & Nipomo	300.00
E6	Palm Street Parking Garage	Palm and Morro	200.00
E7	Marsh Street Parking Garage	In block bordered by Marsh, Morro, Pacific and Chorro; Includes pots in front of Post Office	318.00
E8	919 Parking Garage	Corner Morro and Palm Streets	194.00
E9	Downtown sidewalk bulbout planters (4) <sup>2</sup>	Mid-block Monterey, Morro to Chorro; Higuera & Marsh streets, Morro to Chorro, at Ross on Higuera & at Post Office on Marsh	545.00

**Category E Notes: This category is an add/alt which may not be awarded pending review by the City.**

1. Annual weed abatement, end of Church St. and between RR tracks and parking lot from Jennifer St. bridge to High St. and RR Museum site.
2. Bulbout planter in front of 'Ross Dress for Less' on Higuera – litter & debris removal only. Plant material maintained by volunteers.



#	Category T--Service Level 3	Location	Monthly Cost
T1	SLO City Bus Barn Parking Lot	29 Prado Rd. – Behind City Corporation Yard and next to the WRRF Facility – Bus Facility Parking Lot	N/A

#	Category F--Service Level 6	Location	Visit Cost (Each)
F1	Union Pacific Railroad Right of Way <sup>1</sup>	Railroad right of way from 300 ft. west of Foothill to RR mile marker post 251 (Approx. 5 miles long)	10,600.00
		Annual Spring (Mid- May)	15,000.00
		Annual Fall (Late November)	15,360.00

**Category F Notes:**

1. Spring and Fall complete vegetation abatement, including small tree removals, and debris and trash removal. Fall visit, include tree trimming. Spring abatement must be completed prior to June 1 of each year. Note also that the UPRR right of way widths vary for this site.

#	Category W–Service Level 7	Location	Monthly Cost
W1	Water Resource Recovery Facility (WRRF) <sup>1</sup>	35 Prado Rd Turf, groundcover and shrubs along drive fence line to bus yard and WRRF entrance as well as areas throughout facility	N/A
W2	Weed Abatement at Out Fall by the WRRF water pond area	Areas by the WRRF outfall the gps coordinates are 35.244281, -120.680472 . Cost per visit in Spring & Fall	N/A
W3	Weed Abatement on South Higuera and parallel to bridge where it meets 101 Freeway	Weed abate areas at bridge the gps coordinates are 35.231945, -120.689044 Cost per visit in Spring & Fall.	N/A

**Category W Notes:**

1. Please Note this facility will be under construction for approximately 2.5 years so areas of maintenance will vary.

#	Category SD–Service Level 8 Weed Abatement areas for Streets Department	Location	Cost per Visit
SD1	Cerro Romauldo	Along the drainage ditch from Church St. to Jeffery St.	N/A
SD2	Toro Street	The bridge behind Smart & Final	N/A
SD3	Marsh Street North bound freeway off ramp	Marsh Street freeway north bound off ramp exit at Higuera & next to building	N/A
SD4	Abbott Street	Slopes on Abbott from Grand Ave. to Henderson Ave.	N/A
SD5	Tank Farm Road	North slopes on Tank Farm Rd. from UPRR train trestle to Orcutt	N/A
SD6	4401 Spanish Oaks	SW slopes on Tank Farm Rd just past heading east on Orcutt	N/A
SD7	3265 Rockview	Small lot on Rockview between 3271 Rockview & Crystal Springs Water Plant	N/A
SD8	3450 Broad St.	Bus stop area at 3450 Broad St. across the street from Rockview	N/A
SD9	Bullock & Orcutt	SE & SW corner of Bullock & Orcutt bio swell also lot across Bullock	N/A
SD10	Bus Stop on Orcutt	Bus stop on Orcutt just SE of Bullock tied to SD 9 above	N/A
SD11	Orcutt Bus Stop	SW parkway on Orcutt at bus stop across the street from Duncan St.	N/A
SD12	Bishop St. Extension	Vacant lot on Bushnell between 2287 & 2241 Bushnell St.	N/A
SD13	Calle Joaquin North	Parkway along the 101 Freeway fence across the street from AAA & Motel 6 to end of cul-de-sac	N/A
SD14	Rubio Ln.	Slopes behind the houses between 1346 to 1317 Rubio Ln.	N/A

SD15	LOVR creek underpass	Drainage area above creek at guardrail across the street from the golf course between Laguna & Oceanaire Sts.	N/A
SD16	Tank Farm Rd & Orcutt Intersection	Intersection of Orcutt & Tank Farm Rd.NE side and around the pepper tree	N/A
SD17	Highland Median	Small median on Highland SW of Santa Rosa and at N. Chorro intersection	N/A
SD18	Graves St.	At corner of Graves St. & Loomis small 20 ft. wide vacant lot adjacent to 1886 Loomis	N/A
SD19	Perfumo Canyon Rd.	Bridge on Perfumo Canyon Rd. both side of bridge by Irish Hills parking lot trail head.	N/A
SD20	Broad St. Parkway	Parkway on SW side of Broad St. from Rockview to Damon - Garcia Sports Park	N/A
SD21	Orcutt R.O. W.	Both sides of right of way from Tank Farm Rd. to Johnson Ave.	N/A
SD22	1382 Taft St.	Slope area from Kentucky St. to 1382 Taft St.(end) along north side of fence not CALTRANS side	N/A
SD23	Calle Joaquin South	Parkway on Calle Joaquin from KSBY TV Station to Hampton Hotel along SB 101 Freeway	N/A
SD24	Peach St. along creek top	Trim back poison oak and grasses on Peach St. & bike path from Nipomo to 660 Peach St.	N/A
SD25	Loomis St. at intersection of Buena Vista.	101 Freeway side of parkway on Loomis St. between Grand Ave. & Santa Ynez	N/A
SD26	Orcutt Detention Basin <sup>1</sup>	Large detention basin on Orcutt west side between Sacramento and UPRR tracks	N/A

**Category SD Notes:**

1. This basin is normally maintained by the AVIVO HOA but the City is requesting a cost per visit as a back up. Do not weed abate unless directed by the City.

#	Category PM–Service Level 8 Weed Abatement areas for Park Maintenance	Location	Cost per Visit
PM1	San Luis Dr.	ROW on San Luis Dr. from Johnson Ave. to California Blvd.	N/A
PM2	Ella-Rachel / Terrace Hills slope	Weed abate 40 foot swath area behind homes from 1515 Ella to 1073 Pauline (2094 Rachel Ln.	N/A
PM3	San Carlos/Del Campo (open space) & off of Bushnell	40 foot swath weed abatement behind homes from 1015 San	N/A

		Carlos to 2457 Leona; also the open space between home at 2287 and 2339 Bushnell (approx. 50 x 200 feet)	
PM4	Slopes Behind Sinsheimer Ball Park	Weed abate area behind Sinsheimer stadium and the SLO Public School bus barn to along the Bike Path	N/A
PM5	OH Great Spirit Statue on Prado & Higuera	SW corner of Higuera & Prado	N/A

#	Category NR–Service Level 8 Weed Abatement areas for Natural Resources	Location	Monthly Cost
NR1	El Captain Property Off of Poinsettia	Weed abate small natural area between Poinsettia & El Captain to bridge	N/A
NR2	4624 Poinsettia	Weed abate small basin off of HOA service road.	N/A
NR3	Goldenrod and Rosemary	Weed abate area northwest side	N/A
NR4	Open Space behind homes on Goldenrod	Weed abate 40-foot swath behind homes on Goldenrod between 955 to 989 Goldenrod.	N/A
NR5	Open Space behind homes on Goldenrod	Weed abate 40 swath behind homes on Goldenrod between 904 to 906 Goldenrod.	N/A
NR6	Loma Bonita Slope	Weed abate slope 40 foot swath behind the homes on Loma Bonita from 166 to 270 Loma Bonita	N/A
NR7	South Hills Slopes	Weed abate 40 foot swath behind homes on DeVaul Ranch Rd. between Costco SC & Madonna Rd.	N/A
NR8	Irish Hills Slopes	Weed abate 40 foot swath behind homes between Madonna Rd & Royal (Sterling)	N/A
NR9	Lizzie St. cul-de-sac Slope	Weed abate a 40 to 100 foot swath behind the home at 1645 Lizzie St.	N/A
NR10	Spanish Oak Dr. Slopes	Weed abate 40 to 100 foot swath behind the homes on Spanish Oaks from Orcutt to 4599 Spanish Oaks Dr.	N/A
NR11	Spanish Oaks Dr. & Creek Area	Trim back shrub and tree branches along the fence line of 1370 Spanish Oaks Dr.	N/A
NR12	Open Space at the End of Highland Dr./Brittany (Trailhead to Bishop Peak)	Weed abate the open space are at end of Highland Dr/Brittany from street to fence line to toe of slope. Also across the street from 2 Highland	N/A
#	Category TEMP HELP–Service Level 9 Temporary help at designated parks	Location	Monthly Cost
TH-A	Santa Rosa Skate Park	Provide 3 hours of temporary help at Santa Rosa Skate Park	N/A
TH-B	Sinsheimer Park	Provide 3 hours of temporary help at Sinsheimer Park Tennis courts and Playground cleaning	N/A

**SECTION K: UNIT COST FORM**

The Contractor will provide all labor, equipment, and materials to install the following items on request in accordance with City Specifications at the lump sum price of:


Item	Unit	Unit Price
1 gallon plant	each	18.00
5 gallon plant	each	48.00
15 gallon plant	each	150.00
15 gallon tree with stakes and ties (Per specification 8220 - 8250)	each	175.00
24" box tree with stakes and ties (Per specification 8220 - 8250)	each	450.00
Turf type sod	per sq. ft.	3.50
Re-Seed Turf areas	per sq. ft.	2.00
Ground cover from flats	per flat	75.00
Bark mulch installation (labor and materials)	per cubic yard	125.00
Bark mulch installation (General labor only)	per hour	45.00
(Supervisor)	per hour	85.00
Irrigation Repairs (General labor)	per hour	75.00
(Supervisor)	per hour	95.00
Weed Abatement (General labor)	per hour	45.00
(Supervisor)	per hour	85.00
Emergency Work (General labor)	per hour	125.00
(Supervisor)	per hour	165.00

Certificate of insurance attached; insurance company's A.M. Best rating: \_\_\_\_\_.

**Firm Name and Address**

Allweather Landscape Maintenance	
P.O.Box 6734	
Santa Maria Ca 93456	
Contact	Neil Towery
Phone	805-868-7643

**Signature of Authorized Representative**

	Date 12-23-20
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**REFERENCES**

Number of years engaged in providing the services included within the scope of the specifications under the present business name: 36 years.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

**Reference No. 1:**

Agency Name	Santa Barbara County
Contact Name	Traci Lothery
Telephone & Email	805-934-6506, tlothery@countyofsb.org
Street Address	Multiple Locations
City, State, Zip Code	Santa Maria CA
Description of services provided including contract amount, when provided and project outcome	We provide Landscape Maintenance for the North County field office sites for the past 10years.

Number of years engaged in providing the services included within the scope of the specifications under the present business name: 39 years.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

**Reference No. 1:**

Agency Name	Santa Barbara County
Contact Name	Traci Lothery
Telephone & Email	805-934-6506, tlothery@countyofsb.org
Street Address	Multiple Locations
City, State, Zip Code	Santa Maria CA
Description of services provided including contract amount, when provided and project outcome	We provide Landscape Maintenance, Landscape Enhancements for the North County field office sites for the past 10years. To include but not limited to irrigation audits and repairs. This contract is ongoing.



**Reference No. 2:**

Agency Name	Newmark Merrill
Contact Name	Marja Price
Telephone & Email	805-495-4662, mprice@newmarkmerrill.com
Street Address	2501 S Broadway
City, State, Zip Code	Santa Maria CA 93455
Description of services provided including contract amount, when provided and project outcome	We provide landscape maintenance services, irrigation audit and repair. Pressure washing and day porter services for several locations with in Newmark Merrill's portfolio. These services are still ongoing from a 2016 contract and have Grown over the past 4 years.

**Reference No. 3**

Agency Name	The Safran Group
Contact Name	Tony Guy
Telephone & Email	805-878-0221, tony.guy@safrangroup.com
Street Address	2850 Skyway
City, State, Zip Code	Santa Maria, CA 93455
Description of services provided including contract amount, when provided and project outcome	We have provided several services for The Safran Group over the past 5 years. To include 5 acres of Landscape Enhancements, Landscape Maintenance and Landscape design. These services are ongoing and have grown to include several other properties.

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The proposer shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

- **Do you have any disqualification as described in the above paragraph to declare?**

Yes

~~No~~

- **If yes, explain the circumstances.**


**AMENDMENT TO AGREEMENT**

AMENDMENT NO. 1

AGREEMENT TO PROVIDE LANDSCAPE MAINTENANCE SERVICES  
SPECIFICATION NO. 50200-2020LS

THIS AMENDMENT TO AGREEMENT is made and entered in the City of San Luis Obispo on October 13, 2021 by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, herein after referred to as City, and AllWeather Landscapes, Inc. hereinafter referred to as Contractor.

**WITNESSETH:**

WHEREAS, on October 15, 2021 the City entered into an Agreement with Contractor for Landscape Maintenance Services per Specification No. 50200-2020LS; and

WHEREAS, the City desires to amend the agreement to provide weekly Landscape Maintenance Services for the French Park (1040 Fuller), Islay Park (1511 Tank Farm Rd.) and Adobe Rodriguez Park (1341 Purple Sage) commencing on October 15, 2021; and

WHEREAS, the Contractor has agreed to provide additional weekly Landscape Maintenance Services for the French Park (1040 Fuller), Islay Park (1511 Tank Farm Rd.) and Adobe Rodriguez Park (1341 Purple Sage). This is a temporary landscape maintenance service, by the Contractor until the permanent fulltime employee position is filled.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. The scope of services and related compensation is hereby amended as set forth in Exhibit 'A' attached hereto.
2. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first written above.

CITY OF SAN LUIS OBISPO

By: 

Matt Horn, Director of Public Works

CONTRACTOR

By: 

AllWeather Landscapes, Inc.



# ALLWEATHER LANDSCAPE

October 13, 2021

City of San Luis Obispo  
Attn: Adam  
1260 Chorro St  
San Luis Obispo CA 93401  
abasden@slocity.org

**Site Address:** Rodriguez Adobe Park

**CONTRACTOR AGREES:**

To furnish all labor, supervision, tools and equipment necessary to maintain the landscaped areas.

**TERMS:**

Contractor shall provide landscape maintenance service in conformity with this agreement:

**FOR THE PRICE OF:** \$750.00 per month

**CONTRACT DURATION:**

The original term of this agreement is week to week, and will automatically continue for successive one week unless cancelled by either of us in writing at least ten (10) days before the end of the original term or any renewal term.

**RESPONSIBILITIES:** Contractor shall maintain the landscaped areas in accordance with the following specifications and conditions.

**LAWNS:** Mow and edge  Weekly  Bi-Weekly  Bi-Monthly  None all turf areas.

**WEED ABATEMENT:**

Contractor shall keep all non-turf or planted areas to minimum height of 4" of native grasses, use of chemicals to be determined by staff if necessary.  Included  Excluded

**AUTOMATIC IRRIGATION:** Shall be accomplished on a scheduled basis with such frequency and quantity as to promote healthy growth and prevent dry areas. This shall be accomplished by checking the irrigation and adjusting the automatic controller based on changes in rainfall and temperature. Quarterly assessments included in this contract regardless of weather changes. Any repairs to the automatic irrigation systems and all accessories thereto will be

Included Minor Repairs (Excluding Main line breaks, RP and controller repairs or valve replacement) After first assessment of system, and repairs are complete, system to be in working order.

Excluded from this agreement with an estimate provided for prior approval.

**TREES, SHRUBS, AND VINES:** The pruning, thinning, and trimming of shrubs and trees, and training and trimming of vines shall be accomplished on a regular basis to maintain a neat appearance and promote healthy growth. Work will include removal of suckers, cross branches and dead wood. Existing staking and guying of trees shall be inspected regularly and changed as required to permit growth expansion. Guying of trees shall be deemed an absolute extra. Pruning of trees above eight feet shall be accomplished by a professional tree surgeon upon approval by owner and shall be billed as an extra.

**GROUND COVER MAINTENANCE:** Shall consist of trimming ground cover where needed around trees, shrubs, etc. Beds are to be weeded and cleaned of leaves and debris on a regular basis to maintain a neat and clean appearance.

**FERTILIZER:**

Shall be applied as necessary to maintain healthy growth. Application shall be determined by the time of the year, type of soil and type and condition of the plants and will be

Included  Excluded

**WEED CONTROL:**

Various chemicals for weeds and grass abatement, i.e. round up and fusillade will be

Included  Excluded

**COLOR IN-FILL / MAINTENANCE:**

Contractor shall maintain the color area landscape. This would cover any required removing/replacing color plantings as needed. The application of any weed control, snail bait and fertilizer for these areas.  Included  Excluded

**BARK IN-FILL/ MAINTENANCE:**

Contractor to provide 0 yard of walk on bark in fill per month, Bark placement to be determine by staff.  Included  Excluded

**BLOWING, INCIDENTAL DEBRIS:**

Contractor to pick up and remove all incidental debris from property prior to mowing or using any equipment. Contractor to blow property clean after completing all maintenance items each visit or as deemed necessary by City.

**INSECTS, DISEASE, FUNGUS:**

Other pests on trees, shrubs, ground cover and lawn weeds shall be controlled. Control of these shall be accomplished as necessary. Any pre-existing conditions that are detrimental to plant growth are not the responsibility of the contractor, and correction of this condition is an extra.

**EXCLUSIONS:**

The contractor shall not be responsible for vandalism, theft, adverse natural conditions, or anything beyond the control of the contractor.

**INSPECTION:**

**Contractor and staff shall make a weekly inspection of the grounds as needed by either party.**

**EXTRAS:**

The owner shall continuously furnish and pay for utilities such as water and power. Contractor shall furnish, and owner shall pay for: additional plant materials, tree stakes, tree ties, dump fees, and various chemicals for insect, disease and pest control. These materials keep the landscaped areas healthy and attractive.

**WORKING DAYS SCHEDULE:**

Regular schedule will be  Weekly  Bi-Weekly  Bi-Monthly

**INSURANCE:**

Contractor shall maintain the following insurance policies:

GENERAL LIABILITY

WORKMANS COMPENSATION

HERBICIDE - PESTICIDE

VEHICLE

**DEFAULT NOTICE:**

In the event items or conditions are to be corrected or remedied, owner agrees to provide contractor with adequate notification of said items. Owner further agrees to allow contractor time to remedy those items or conditions.

We have read, understand, and agree to all terms of this contract and we accept this proposal and agree to be so bound.

Allweather Landscape, Inc. is hereby authorized to perform the above maintenance program commencing upon receipt of written authorization.

## Amendment # 1

### EXHIBIT 'A'

#### French Park (1040 Fuller.)

- 1). Mow & edge turf on a weekly basis
- 2). Remove dead shrubs
- 3). Eradicate broadleaves and grassy weeds in shrub planters
- 4). Trim shrubs
- 5). Eradicate gophers on a continual basis.
- 6). Check irrigation system and make repairs as needed  
NOTE: City of San Luis Obispo will provide parts for any missing or broken heads found in the initial irrigation check(one time only). AllWeather Landscape will provide Labor and replace broken or missing heads/irrigation repairs at no costs to the City.  
After initial irrigation repairs, AllWeather Landscape will be responsible for replacement of irrigation heads and repairs as per the Landscape Contract Specification No. 50200-2020LS with the City of San Luis Obispo.
- 7). AllWeather Landscape will follow the present Agreement Contract Specification No., 50200-2020LS - Service Level 2.

The amount to provide the landscape services is \$1495.00 /month.

#### Adobe Rodriguez Park (1341 Purple Sage.)

- 1). Mow & edge turf on a weekly basis
- 2). Remove dead shrubs
- 3). Eradicate broadleaves and grassy weeds in shrub planters & along paved areas within the Park's boundry parking lots/barriers.
- 4). Trim shrubs
- 5). Eradicate gophers on a continual basis.
- 6). Check irrigation system and make repairs as needed  
NOTE: City of San Luis Obispo will provide parts for any missing or broken heads found in the initial irrigation check (one time only). AllWeather Landscape will provide Labor and replace or missing heads/irrigation

repairs at no costs to the City.

After initial irrigation repairs, AllWeather Landscape will be responsible for replacement of irrigation heads and repairs as per the Landscape Contract Specification No. 50200-2020LS with the City of San Luis Obispo.

- 7) AllWeather Landscape will follow the present Agreement Contract Specification No., 50200-2020LS – Service Level 2.

The amount to provide the landscape services is \$750.00month.



# ALLWEATHER LANDSCAPE

October 13, 2021

City of San Luis Obispo  
Attn: Adam  
1260 Chorro St  
San Luis Obispo CA 93401  
abasden@slocity.org

**Site Address:** Islay Hill Park

**CONTRACTOR AGREES:**

To furnish all labor, supervision, tools and equipment necessary to maintain the landscaped areas.

**TERMS:**

Contractor shall provide landscape maintenance service in conformity with this agreement:

**FOR THE PRICE OF:** \$895.00 per month

**CONTRACT DURATION:**

The original term of this agreement is week to week, and will automatically continue for successive one week unless cancelled by either of us in writing at least ten (10) days before the end of the original term or any renewal term.

**RESPONSIBILITIES:** Contractor shall maintain the landscaped areas in accordance with the following specifications and conditions.

**LAWNS:** Mow and edge  Weekly  Bi-Weekly  Bi-Monthly  None all turf areas,

**WEED ABATEMENT:**

Contractor shall keep all non-turf or planted areas to minimum height of 4" of native grasses, use of chemicals to be determined by staff if necessary.  Included  Excluded



**AUTOMATIC IRRIGATION:** Shall be accomplished on a scheduled basis with such frequency and quantity as to promote healthy growth and prevent dry areas. This shall be accomplished by checking the irrigation and adjusting the automatic controller based on changes in rainfall and temperature. Quarterly assessments included in this contract regardless of weather changes. Any repairs to the automatic irrigation systems and all accessories thereto will be

Included Minor Repairs (Excluding Main line breaks, RP and controller repairs or valve replacement) After first assessment of system, and repairs are complete, system to be in working order.

Excluded from this agreement with an estimate provided for prior approval.

**TREES, SHRUBS, AND VINES:** The pruning, thinning, and trimming of shrubs and trees, and training and trimming of vines shall be accomplished on a regular basis to maintain a neat appearance and promote healthy growth. Work will include removal of suckers, cross branches and dead wood. Existing staking and guying of trees shall be inspected regularly and changed as required to permit growth expansion. Guying of trees shall be deemed an absolute extra. Pruning of trees above eight feet shall be accomplished by a professional tree surgeon upon approval by owner and shall be billed as an extra.

**GROUND COVER MAINTENANCE:** Shall consist of trimming ground cover where needed around trees, shrubs, etc. Beds are to be weeded and cleaned of leaves and debris on a regular basis to maintain a neat and clean appearance.

**FERTILIZER:**

Shall be applied as necessary to maintain healthy growth. Application shall be determined by the time of the year, type of soil and type and condition of the plants and will be

Included  Excluded

**WEED CONTROL:**

Various chemicals for weeds and grass abatement, i.e. round up and fusillade will be

Included  Excluded

**COLOR IN-FILL / MAINTENANCE:**

Contractor shall maintain the color area landscape. This would cover any required removing/replacing color plantings as needed. The application of any weed control, snail bait and fertilizer for these areas.  Included  Excluded

**BARK IN-FILL/ MAINTENANCE:**

Contractor to provide 0 yard of walk on bark in fill per month, Bark placement to be determine by staff.  Included  Excluded

**BLOWING, INCIDENTAL DEBRIS:**

Contractor to pick up and remove all incidental debris from property prior to mowing or using any equipment. Contractor to blow property clean after completing all maintenance items each visit or as deemed necessary by City.

**INSECTS, DISEASE, FUNGUS:**

Other pests on trees, shrubs, ground cover and lawn weeds shall be controlled. Control of these shall be accomplished as necessary. Any pre-existing conditions that are detrimental to plant growth are not the responsibility of the contractor, and correction of this condition is an extra.

**EXCLUSIONS:**

The contractor shall not be responsible for vandalism, theft, adverse natural conditions, or anything beyond the control of the contractor.

**INSPECTION:**

**Contractor and staff shall make a weekly inspection of the grounds as needed by either party.**

**EXTRAS:**

The owner shall continuously furnish and pay for utilities such as water and power. Contractor shall furnish, and owner shall pay for: additional plant materials, tree stakes, tree ties, dump fees, and various chemicals for insect, disease and pest control. These materials keep the landscaped areas healthy and attractive.

**WORKING DAYS SCHEDULE:**

Regular schedule will be  Weekly  Bi-Weekly  Bi-Monthly

**INSURANCE:**

Contractor shall maintain the following insurance policies:

GENERAL LIABILITY

WORKMANS COMPENSATION

HERBICIDE - PESTICIDE

VEHICLE

**DEFAULT NOTICE:**

In the event items or conditions are to be corrected or remedied, owner agrees to provide contractor with adequate notification of said items. Owner further agrees to allow contractor time to remedy those items or conditions.

We have read, understand, and agree to all terms of this contract and we accept this proposal and agree to be so bound.

Allweather Landscape, Inc. is hereby authorized to perform the above maintenance program commencing upon receipt of written authorization.

Brian R. Basala

City of San Luis Obispo

10-14-2021

DATE

NTB

Allweather Landscape, Inc.

10.14.21

DATE

## Amendment # 1

### EXHIBIT 'A'

#### Islay Park

#### (1511 Tank Farm Rd..)

- 1). Mow & edge turf on a weekly basis
- 2). Remove dead shrubs
- 3). Eradicate broadleaves and grassy weeds in shrub planters
- 4). Eradicate gophers on a continual basis.
- 5). Trim shrubs
- 6). Check irrigation system and make repairs as needed  
NOTE: City of San Luis Obispo will provide parts for any missing or broken heads found in the initial irrigation check(one time only). AllWeather Landscape will provide Labor and replace broken or missing heads/irrigation repairs at no costs to the City.  
After initial irrigation repairs, AllWeather Landscape will be responsible for replacement of irrigation heads and repairs as per the Landscape Contract Specification No. 50200-2020LS with the City of San Luis Obispo.
- 7). AllWeather Landscape will follow the present Agreement Contract Specification No., 50200-2020LS.

The amount to provide the landscape services is \$895.00/month.



# ALLWEATHER LANDSCAPE

October 13, 2021

City of San Luis Obispo  
Attn: Adam  
1260 Chorro St  
San Luis Obispo CA 93401  
abasden@slocity.org

**Site Address:** French Park

**CONTRACTOR AGREES:**

To furnish all labor, supervision, tools and equipment necessary to maintain the landscaped areas.

**TERMS:**

Contractor shall provide landscape maintenance service in conformity with this agreement:

**FOR THE PRICE OF:** \$1,495.00 per month

**CONTRACT DURATION:**

The original term of this agreement is week to week, and will automatically continue for successive one week unless cancelled by either of us in writing at least ten (10) days before the end of the original term or any renewal term.

**RESPONSIBILITIES:** Contractor shall maintain the landscaped areas in accordance with the following specifications and conditions.

**LAWNS:** Mow and edge  Weekly  Bi-Weekly  Bi-Monthly  None all turf areas,

**WEED ABATEMENT:**

Contractor shall keep all non-turf or planted areas to minimum height of 4" of native grasses, use of chemicals to be determined by staff if necessary.  Included  Excluded

P.O. Box 6734, Santa Maria, CA 93456 Phone: 805.922.0580 Fax: 805.310.4947  
[www.allweatherlandscapes.com](http://www.allweatherlandscapes.com)

**AUTOMATIC IRRIGATION:** Shall be accomplished on a scheduled basis with such frequency and quantity as to promote healthy growth and prevent dry areas. This shall be accomplished by checking the irrigation and adjusting the automatic controller based on changes in rainfall and temperature. Quarterly assessments included in this contract regardless of weather changes. Any repairs to the automatic irrigation systems and all accessories thereto will be

Included Minor Repairs (Excluding Main line breaks, RP and controller repairs or valve replacement) After first assessment of system, and repairs are complete, system to be in working order.

Excluded from this agreement with an estimate provided for prior approval.

**TREES, SHRUBS, AND VINES:** The pruning, thinning, and trimming of shrubs and trees, and training and trimming of vines shall be accomplished on a regular basis to maintain a neat appearance and promote healthy growth. Work will include removal of suckers, cross branches and dead wood. Existing staking and guying of trees shall be inspected regularly and changed as required to permit growth expansion. Guying of trees shall be deemed an absolute extra. Pruning of trees above eight feet shall be accomplished by a professional tree surgeon upon approval by owner and shall be billed as an extra.

**GROUND COVER MAINTENANCE:** Shall consist of trimming ground cover where needed around trees, shrubs, etc. Beds are to be weeded and cleaned of leaves and debris on a regular basis to maintain a neat and clean appearance.

**FERTILIZER:**

Shall be applied as necessary to maintain healthy growth. Application shall be determined by the time of the year, type of soil and type and condition of the plants and will be

Included  Excluded

**WEED CONTROL:**

Various chemicals for weeds and grass abatement, i.e. round up and fusillade will be

Included  Excluded

**COLOR IN-FILL / MAINTENANCE:**

Contractor shall maintain the color area landscape. This would cover any required removing/replacing color plantings as needed. The application of any weed control, snail bait and fertilizer for these areas.  Included  Excluded

**BARK IN-FILL/ MAINTENANCE:**

Contractor to provide **0 yard** of walk on bark in fill per month, Bark placement to be determine by staff.  Included  Excluded

**BLOWING, INCIDENTAL DEBRIS:**

Contractor to pick up and remove all incidental debris from property prior to mowing or using any equipment. Contractor to blow property clean after completing all maintenance items each visit or as deemed necessary by City.

**INSECTS, DISEASE, FUNGUS:**

Other pests on trees, shrubs, ground cover and lawn weeds shall be controlled. Control of these shall be accomplished as necessary. Any pre-existing conditions that are detrimental to plant growth are not the responsibility of the contractor, and correction of this condition is an extra.

**EXCLUSIONS:**

The contractor shall not be responsible for vandalism, theft, adverse natural conditions, or anything beyond the control of the contractor.

**INSPECTION:**

**Contractor and staff shall make a weekly inspection of the grounds as needed by either party.**

**EXTRAS:**

The owner shall continuously furnish and pay for utilities such as water and power. Contractor shall furnish, and owner shall pay for: additional plant materials, tree stakes, tree ties, dump fees, and various chemicals for insect, disease and pest control. These materials keep the landscaped areas healthy and attractive.

**WORKING DAYS SCHEDULE:**

Regular schedule will be  Weekly  Bi-Weekly  Bi-Monthly

**INSURANCE:**

Contractor shall maintain the following insurance policies:

GENERAL LIABILITY

WORKMANS COMPENSATION

HERBICIDE - PESTICIDE

VEHICLE

**DEFAULT NOTICE:**

In the event items or conditions are to be corrected or remedied, owner agrees to provide contractor with adequate notification of said items. Owner further agrees to allow contractor time to remedy those items or conditions.

We have read, understand, and agree to all terms of this contract and we accept this proposal and agree to be so bound.

Allweather Landscape, Inc. is hereby authorized to perform the above maintenance program commencing upon receipt of written authorization.

*Brian R. Sauls*  
City of San Luis Obispo

10-14-2021  
DATE

*NT Barry*  
Allweather Landscape, Inc.

10-14-21  
DATE





EXHIBIT 'A'

Monterey St. Pot and Planter Landscape Monthly Services

AllWeather Landscape is to furnish all labor, supervision, tools, and equipment necessary to maintain the newly installed landscaped pots and planters on Monterey St. in the downtown area.

This includes 20 – 42" round pots

108 15 – rectangular pots

6 – existing pots .

This includes hand watering 2 times per week or as needed

Fill pot/planter bladder as needed after permanent placement

Topical water as needed to keep plant material alive

Removal of dead or broken branches

Trash/debris removal from inside pot/planter area container

Any additional pots/planters added will cost \$12.00 per pot/planter

The Contractor shall submit Certified Payroll as part of the monthly submittal

Damage of plant material by others shall be replaced and paid by the City

\$1613.00 per month  
TOTAL ~~\$492.00~~ per month  
12-8-21



# ALLWEATHER LANDSCAPE

November 24, 2021

City of San Luis Obispo  
Attn: Adam  
1260 Chorro St  
San Luis Obispo CA 93401  
abasden@slocity.org

**Site Address:** Monterey Street pot planters

**CONTRACTOR AGREES:**

To furnish all labor, supervision, tools and equipment necessary to maintain the landscaped areas.

**TERMS:**

Contractor shall provide landscape maintenance service in conformity with this agreement:

**FOR THE PRICE OF:** \$492.00per month

- To include 20- 42" round pots, 15- rectangular pots, 6 existing pots and includes hand watering 2 times per week or as needed\* Fill bladder as needed after permanent placement. Topical water as needed to keep plant material alive. To include trash/debris removal from inside the pot area. Any additional Pots added to be at \$12.00 per pot. Any plant replacement to be completed at predetermined contracted cost.

**CONTRACT DURATION:**

The original term of this agreement is week to week, and will automatically continue for successive one week unless cancelled by either of us in writing at least ten (10) days before the end of the original term or any renewal term.

**RESPONSIBILITIES:** Contractor shall maintain the landscaped areas in accordance with the following specifications and conditions.

**LAWNS:** Mow and edge  Weekly  Bi-Weekly  Bi-Monthly None all turf areas,

P.O. Box 6734, Santa Maria, CA 93456 Phone: 805.922.0580 Fax: 805.310.4947  
[www.allweatherlandscapes.com](http://www.allweatherlandscapes.com)

**WEED ABATEMENT:**

Contractor shall keep all non-turf or planted areas to minimum height of 4" of native grasses, use of chemicals to be determined by staff if necessary.  Included  Excluded

**AUTOMATIC IRRIGATION:** Shall be accomplished on a scheduled basis with such frequency and quantity as to promote healthy growth and prevent dry areas. This shall be accomplished by checking the irrigation and adjusting the automatic controller based on changes in rainfall and temperature. Quarterly assessments included in this contract regardless of weather changes. Any repairs to the automatic irrigation systems and all accessories thereto will be

Included Minor Repairs (Excluding Main line breaks, RP and controller repairs or valve replacement) After first assessment of system, and repairs are complete, system to be in working order.

Excluded from this agreement with an estimate provided for prior approval.

**TREES, SHRUBS, AND VINES:** The pruning, thinning, and trimming of shrubs and trees, and training and trimming of vines shall be accomplished on a regular basis to maintain a neat appearance and promote healthy growth. Work will include removal of suckers, cross branches and dead wood. Existing staking and guying of trees shall be inspected regularly and changed as required to permit growth expansion. Guying of trees shall be deemed an absolute extra. Pruning of trees above eight feet shall be accomplished by a professional tree surgeon upon approval by owner and shall be billed as an extra.

**GROUND COVER MAINTENANCE:** Shall consist of trimming ground cover where needed around trees, shrubs, etc. Beds are to be weeded and cleaned of leaves and debris on a regular basis to maintain a neat and clean appearance.

**FERTILIZER:**

Shall be applied as necessary to maintain healthy growth. Application shall be determined by the time of the year, type of soil and type and condition of the plants and will be

Included  Excluded

**WEED CONTROL:**

Various chemicals for weeds and grass abatement, i.e. round up and fusillade will be

Included  Excluded

**COLOR IN-FILL / MAINTENANCE:**

Contractor shall maintain the color area landscape. This would cover any required removing/replacing color plantings as needed. The application of any weed control, snail bait and fertilizer for these areas.  Included  Excluded

**BARK IN-FILL/ MAINTENANCE:**

Contractor to provide 0 yard of walk on bark in fill per month, Bark placement to be determine by staff.  Included  Excluded

**BLOWING, INCIDENTAL DEBRIS:**

Contractor to pick up and remove all incidental debris from property prior to mowing or using any equipment. Contractor to blow property clean after completing all maintenance items each visit or as deemed necessary by City.

**INSECTS, DISEASE, FUNGUS:**

Other pests on trees, shrubs, ground cover and lawn weeds shall be controlled. Control of these shall be accomplished as necessary. Any pre-existing conditions that are detrimental to plant growth are not the responsibility of the contractor, and correction of this condition is an extra.

**EXCLUSIONS:**

The contractor shall not be responsible for vandalism, theft, adverse natural conditions, or anything beyond the control of the contractor.

**INSPECTION:**

**Contractor and staff shall make a weekly inspection of the grounds as needed by either party.**

**EXTRAS:**

The owner shall continuously furnish and pay for utilities such as water and power. Contractor shall furnish, and owner shall pay for: additional plant materials, tree stakes, tree ties, dump fees, and various chemicals for insect, disease and pest control. These materials keep the landscaped areas healthy and attractive.

**WORKING DAYS SCHEDULE:**

Regular schedule will be  Weekly  Bi-Weekly  Bi-Monthly

**INSURANCE:**

Contractor shall maintain the following insurance policies:

GENERAL LIABILITY

WORKMANS COMPENSATION

HERBICIDE - PESTICIDE

VEHICLE

**DEFAULT NOTICE:**

In the event items or conditions are to be corrected or remedied, owner agrees to provide contractor with adequate notification of said items. Owner further agrees to allow contractor time to remedy those items or conditions.

We have read, understand, and agree to all terms of this contract and we accept this proposal and agree to be so bound.

Allweather Landscape, Inc. is hereby authorized to perform the above maintenance program commencing upon receipt of written authorization.

*Steven R. Bassler*  
City of San Luis Obispo

12-8-2021  
DATE

\_\_\_\_\_  
Allweather Landscape, Inc.

\_\_\_\_\_  
DATE

**AMENDMENT TO AGREEMENT**

**AMENDMENT NO. 3**

**AGREEMENT TO PROVIDE LANDSCAPE MAINTENANCE SERVICES**

**SPECIFICATION NO. 50200-2020LS**

THIS AMENDMENT TO AGREEMENT is made and entered in the City of San Luis Obispo on February 22, 2022 by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, herein after referred to as City, and AllWeather Landscapes, Inc. hereinafter referred to as Contractor.

**WITNESSETH:**

WHEREAS, on February 22, 2022 the City entered into an Agreement with Contractor for Landscape Maintenance Services per Specification No. 50200-2020LS; and

WHEREAS, the City desires to amend the agreement to provide weekly Landscape Maintenance Services for maintaining additional 58 22" X 54" – rectangular planters on Marsh St. and Higuera St. that create a barrier between the downtown newly installed medians and the bike lane; and

WHEREAS, the Contractor has agreed to provide additional weekly Landscape Maintenance Services for maintaining additional 58 22" X 54" – rectangular planters on Marsh St. and Higuera St. that create a barrier between the downtown newly installed medians and the bike lane; This is an ongoing landscape maintenance service, by the Contractor until both parties agree to terminate the services with a 30 day notice.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. The scope of services and related compensation is hereby amended as set forth in Exhibit 'A' attached hereto.
2. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first written above.

CITY OF SAN LUIS OBISPO

By: \_\_\_\_\_

*Matt Horn*

Matt Horn, Director of Public Works

CONTRACTOR

By: \_\_\_\_\_

*R. J. Gray* *NOL DREW*

AllWeather Landscapes, Inc.

## Amendment #3

### EXHBIT 'A'

#### Monterey St. Pot and Planter Landscape Monthly Services

AllWeather Landscape is to furnish all labor, supervision, tools, and equipment necessary to maintain the newly additional installed landscaped planters on Marsh and Higuera Streets in the downtown area.

This includes 58 – 22" X 54 " rectangular pots

This includes hand watering 2 times per week or as needed

Fill pot/planter bladder as needed after permanent placement

Topical water as needed to keep plant material alive

Removal of dead or broken branches

Trash/debris removal from inside pot/planter area container

Any additional pots/planters added will cost \$12.00 per pot/planter

The Contractor shall submit Certified Payroll as part of the monthly submittal

Damage of plant material by others shall be replaced and paid by the City

TOTAL \$696.00 per month





**CITY OF  
SAN LUIS OBISPO**

Date: August 31, 2023

AllWeather Landscape Inc.

P.O. Box 6734.

Santa Maria, CA 93456

Attn: Neil Towery

**RE: CPI Increase for July 2023 Through June 2024**

Per Contract Agreement Specification No. 50200-2020LS Paragraph # 4. Cost Adjustments. The Us Consumer Price Index/AllUrban Consumers for Los Angeles area from March 2022 – March 2023 has increased at a rate of 3.7%.

1. **Cost Adjustments.** During the term of the agreement, beginning July 1, 2023, contract prices shall be modified by a percentage equal to the percentage increase in the U.S. Consumer Price Index/All Urban Consumers (CPI-U) from March in the previous year to March in the year of adjustment. Under no circumstances shall the contract price increase more than five (5) percent (%) from the prior contract year.

You may increase your billing to the City for Landscape Maintenance Services starting August 1, 2023. The present monthly charge is:

**Area 'B'** \$2942.00 X 3.7% CPI equals \$109.00 with the new monthly service will be

**\$3051.00.**

**Area 'E'** \$3186.00 x 3.7% CPI equals \$118.00 with the new monthly service will be

**\$3304.00.**

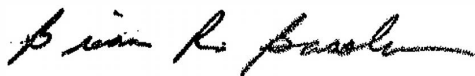
**Area 'F' Spring** \$15,750.00 X 3.7% CPI equals \$583.00 with the new monthly services will be **\$16,333.00.**

**Area 'F' Fall** \$16,128.00 X 3.7% CPI equals \$597.00 with the new monthly services will be **\$16,725.00.**

**Area Watering** \$1613.00 X 3.7% CPI equals \$60.00 with new monthly services will be  
**Pots: \$1,673.00.**

Please contact me if there are any questions or assistance.

Regards,



Brian R. Bassler

Landscape Contract Inspector

25 Prado Rd.

San Luis Obispo, CA 93401