

**AMENDMENT TO AGREEMENT**  
AMENDMENT NO. 4  
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 January 17, 2023 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 1, 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 term of this Agreement to provide Maintenance Services for 1). 4 Righetti Ranch Roundabouts Righetti Ranch and Tank Farm Rd; Righetti Ranch and Tiburon; Tiburon and Ranch House Rd. and Orcutt and Tanck Farm Rd, commencing on February 1, 2023. 2). Provide a Day Porter to service 3 parks at Aliva Ranch

WHEREAS, the Contractor has agreed to additional weekly Landscape Maintenance Services for the 1). 4 Righetti Ranch Roundabouts Righetti Ranch and Tank Farm Rd; Righetti Ranch and Tiburon; Tiburon and Ranch House Rd. and Orcutt and Tanck Farm Rd. 2). Provide a Day Porter to service 3 parks at Aliva Ranch. This is a landscape maintenance service, by the Contractor until a full-time employee is hired for these areas.

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

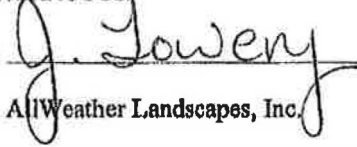
By:



Matt Horn, Director of Public Works

CONTRACTOR

By:



AllWeather Landscapes, Inc.



# ALLWEATHER LANDSCAPE

June 20, 2023

City of San Luis Obispo  
Attn: Brian Bassler  
1260 Chorro St  
San Luis Obispo CA 93401  
[bbassler@slocity.org](mailto:bbassler@slocity.org)

**Site Address:**

Roundabout and adjacent streetscape @ Tank Farm & Righetti Ranch Rd,  
Roundabout and adjacent streetscape @ Tiburon & Righetti Ranch Rd,  
Roundabout and adjacent streetscape @ Tiburon & Ranch House Rd,  
Roundabout and adjacent streetscape @ Tank Farm Rd. & Orcutt Rd.

**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:** \$790.00 per month

**CONTRACT DURATION:**

The original term of this agreement is (1) year and will automatically continue for successive (1) year terms unless cancelled by either of us in writing at least ten (30) 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

**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

**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  Single service

**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.

  
\_\_\_\_\_

City of San Luis Obispo

6-27-2023

DATE

  
\_\_\_\_\_

Allweather Landscape, Inc.

6/22/2023

DATE

## EXHIBIT 'A'

### DAY PORTER – Avila Ranch Parks

Contractor to Provide Monday through Friday daily custodial services at 3 small parks in the Avila Ranch Project:

1. Empty doggy waste trash cans at Mutt Mitt stations (City to provide trash bag liners)
2. Install/replenish Mutt Mitt baggies (City to provide Mutt Mitts)
3. Clean/disinfect table tops; dust chairs, play equipment, benches and tables
4. Rake and level engineer mulch in play areas for safety
5. Clean and wash concrete flooring from spills and drops
6. Remove graffiti and stickers off of chairs, tables, play equipment.
7. Blow areas that are non-turf of debris and planters
8. Perform work Monday through Friday at (3) hours per day
9. Storage of chemicals and equipment are not permitted on site

**Total \$1695.00** Per month

**AMENDMENT TO AGREEMENT NO. 5**

THIS AMENDMENT TO AGREEMENT is made and entered in the City of San Luis Obispo on \_\_\_\_\_, by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and AllWeather Landscape Inc, hereinafter referred to as Contractor.

**WITNESSETH:**

WHEREAS, on February 01, 2021, the City entered into an agreement with Contractor for a Day Porter at the new Broad St. Mini Park, (the "Agreement"); and

WHEREAS, the City and Contractor desire to amend the contract as set for in Exhibit A.

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

1. The agreement is amended to include the services set forth in Exhibit A.
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

\_\_\_\_\_  
City Manager

CONTRACTOR

\_\_\_\_\_  
Contractor: AllWeather Landscape Inc.

## **EXHIBIT 'A'**

### **DAY PORTER – Broad St. Mini Park**

Contractor to Provide Monday through Friday or Monday and Friday custodial services at 1 small park at the Broad St. Mini Park:

1. Empty trash cans and doggy waste trash cans at Mutt Mitt stations (City to provide trash bag liners).
2. install/replenish Mutt Mitt baggies (City to provide Mutt Mitts)
3. Clean/disinfect tabletops; dust chairs, play equipment, benches and tables
4. Rake and level engineer much in play areas for safety
5. Clean and wash concrete flooring from spills and liquid drops
6. Remove graffiti and stickers off of chairs, tables, play equipment.
7. Blow areas that are non-turf of debris and planters
8. Perform work Monday thru Friday at (1) hour per day or Monday & Friday at (1) hour per day.
9. Storage of chemicals and equipment are not permitted on site.

Please note that this proposal the City wants to use the M & F service dates and will determine, in writing, if the City needs to increase day to day maintenance based on the park usage. See attached proposals from contractor regarding the two bid proposals

Total M thru F \$587.00 per month

OR

Total M & F only \$234.80 per month

# EXHIBIT A



**ALLWEATHER**  
L A N D S C A P E

August 19, 2024

City of San Luis Obispo  
Attn: Bria Bassler  
1260 Chorro St  
San Luis Obispo, CA 93401  
[bbassler@slocity.org](mailto:bbassler@slocity.org)

**Site Address:** Broad St. Park (Porter Services)

**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: \$587.00** (1 Hours each day, 5x per week)

**CONTRACT DURATION:**

The original term of this agreement is one (1) year, and will automatically continue for successive one (1) year terms unless cancelled by either of us in writing at least thirty (30) 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.

**DEBRIS/TRASH:** Pick up debris and trash, empty trash cans as needed  Daily, Mon-Friday  
 Bi-Weekly  Bi-Monthly  None

**BLOWING/SWEEPING:** Contractor shall keep all non-turf or planted areas (Concrete sidewalks, walkways, and parking areas) clean by blowing all debris/leaf litter and removing debris.  Included  Excluded

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

Phone: 805.922.0580 Fax: 805.310.4947  
DPR QAC # 165042 CA C-27Lic#1083565





# EXHIBIT A

**SITE FURNISHINGS:** Shall be kept clean of graffiti. If graffiti is present, it shall be removed with graffiti remover. Furnishings shall be wiped down for a clean and usable appearance.

Limited to: Benches, tables and play equipment.

Included Daily Mon-Friday

Excluded from this agreement

**PRESSURE WASH:** Shall be completed for high traffic concrete areas or walkways. Hot water pressure washing is an option if needed for an additional cost.

Included from this agreement  Excluded from this agreement

**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.

**BARK MAINTENANCE:**

Contractor to rake / turn over existing bark within the playground areas only. Rake to spread evenly throughout play area. Any additional bark needed for infill will be under a separate proposal to comply with CA standards

Included  Excluded

**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 with the exception of observed holidays and rain days.

**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.

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**EXHIBIT A**

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. Barla*  
**City of San Luis Obispo**

8-20-2024  
DATE

*Jessica Towery*  
**Allweather Landscape, Inc.**

8/19/2024  
DATE

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EXHIBIT A



**ALLWEATHER**  
L A N D S C A P E

August 19, 2024

City of San Luis Obispo  
Attn: Bria Bassler  
1260 Chorro St  
San Luis Obispo, CA 93401  
[bbassler@slocity.org](mailto:bbassler@slocity.org)

**Site Address:** Broad St. Park (Porter Services)

**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: \$234.80** (1 Hour each day - 2x per week - Mondays and Fridays Only)

**CONTRACT DURATION:**

The original term of this agreement is one (1) year, and will automatically continue for successive one (1) year terms unless cancelled by either of us in writing at least thirty (30) 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.

**DEBRIS/TRASH:** Pick up debris and trash, empty trash cans as needed  Daily, Mon-Friday  
 Bi-Weekly  Bi-Monthly  None

**BLOWING/SWEEPING:** Contractor shall keep all non-turf or planted areas (Concrete sidewalks, walkways, and parking areas) clean by blowing all debris/leaf litter and removing debris.  Included  Excluded

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# EXHIBIT A

**SITE FURNISHINGS:** Shall be kept clean of graffiti. If graffiti is present, it shall be removed with graffiti remover. Furnishings shall be wiped down for a clean and usable appearance.

Limited to: Benches, tables and play equipment.

Included Daily Mon-Friday

Excluded from this agreement

**PRESSURE WASH:** Shall be completed for high traffic concrete areas or walkways. Hot water pressure washing is an option if needed for an additional cost.

Included from this agreement  Excluded from this agreement

**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.

**BARK MAINTENANCE:**

Contractor to rake / turn over existing bark within the playground areas only. Rake to spread evenly throughout play area. Any additional bark needed for infill will be under a separate proposal to comply with CA standards

Included  Excluded

**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 with the exception of observed holidays and rain days.

**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.

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# EXHIBIT A

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.

*Steve R. Sandoz*  
City of San Luis Obispo

8-20-2024  
DATE

*J. Lawrence*  
Allweather Landscape, Inc.

8.20.24  
DATE

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

Phone: 805.922.0580 Fax: 805.310.4947  
DPR QAC # 165042 CA C-27Lic#1083565



**AMENDMENT TO AGREEMENT NO. 6**

THIS AMENDMENT TO AGREEMENT is made and entered in the City of San Luis Obispo on \_\_\_\_\_, by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, herein after referred to as City, and ALLWEATHER LANDSCAPE MAINTENANCE, LLC, hereinafter referred to as Contractor.

**WITNESSETH:**

WHEREAS, on February 21, 2021, the City entered into an agreement with Contractor for landscaping services, (the "Agreement"); and

WHEREAS, the City and Contractor desire to amend the Agreement to adjust pricing for the term of July 1, 2024 to June 30, 2025 to increase pricing based on the Consumer Price Index for the Los Angeles region. The CPI adjustment for the term is 3.9% for the services attached in Exhibit A.

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

1. The Agreement is hereby amended as set forth in Exhibit A.
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

\_\_\_\_\_

CONTRACTOR

\_\_\_\_\_

Contractor