

**AMENDMENT TO AGREEMENT**  
**AMENDMENT NO. 5**  
**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 July 7, 2022 by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, herein after referred to as City, and Tennis 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 Landscape Maintenance Services for Sinsheimer Park (906 Sherwood) and Johnson Park (1020 Southwood) commencing on July 18, 2022 and


WHEREAS, the Contractor has agreed to additional weekly Landscape Maintenance Services for the Sinsheimer Park (906 Sherwood) and Johnson Park (1020 Southwood). This is a temporary landscape maintenance service, by the Contractor until the full-time employee returns from leave of absence.

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:

  
\_\_\_\_\_  
Matt Horn, City Engineer

CONTRACTOR:

  
\_\_\_\_\_  
Tennis Landscape, Inc.

TENNIS LANDSCAPE CORP

1155 REFUGIO ST.  
GROVER BEACH, CA. 93433

**PROPOSAL**

<b>PROPOSAL FOR</b>
City of SLO Accounts Payable Dept. 990 Palm Street San Luis Obispo, CA 93401

<b>DATE</b>	<b>PROPOSA...</b>
7/28/2017	785

<b>TERMS</b>	<b>DUE DATE</b>	<b>PROJECT</b>
	7/28/2017	

<b>DESCRIPTION</b>	<b>TOTAL</b>
This proposal is for property located at Johnson Park Monthly maintenance.  Mowing, edging, blowing, rodent control, repair irrigation heads after initial repair, trash removal on weekly basis	1,750.00
Ph:805 431-7063/Fax:805 473-5868 E-MAIL:Tennislandscape@yahoo.com	<b>TOTAL \$1,750.00</b>

TENNIS LANDSCAPE CORP

1155 REFUGIO ST.

GROVER BEACH, CA. 93433

**PROPOSAL**

<b>PROPOSAL FOR</b>
CITY OF SN LUIS OBISP 25 PRADO RD (ATTN: BRIAN BASSLER) (805) 542-9868 SN LUIS OBISPO, CA 93401

DATE	PROPOSA...
9/19/2018	823

TERMS	DUE DATE	PROJECT
	9/19/2018	

DESCRIPTION	TOTAL
Proposal city of slo sinsheimer park Mow edge blow trim shrubs eradicate gophers trim weeds around trees & fence line weekly basis. Fix broken heads. Monthly maintenance.\$3000.00 Note.city provide sprinkler during initial irrigation check. Contractor responsible after irrigation check.	3,000.00
Ph:805 431-7063/Fax:805 473-5868 E-MAIL:Tennislandscape@yahoo.com	<b>TOTAL \$3,000.00</b>

# AMENDMENT TO AGREEMENT

## AMENDMENT NO. 6

### 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 September 13, 2022 by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, herein after referred to as City, and Tennis Landscapes, Inc. hereinafter referred to as Contractor.

### WITNESSETH:

WHEREAS, on February 1, 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 Laguna Hills Park (925 San Adriano) and Laguna Lake Park (548 Madonna) commencing on September 19, 2022; and

WHEREAS, the Contractor has agreed to provide additional weekly Landscape Maintenance Services for the Laguna Hills Park (925 San Adriano) and Laguna Lake Park (548 Madonna). 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: 

Tennis Landscapes, Inc.

TENNIS LANDSCAPE CORP

1155 REFUGIO ST.  
GROVER BEACH, CA. 93433

**PROPOSAL**

<b>PROPOSAL FOR</b>
City of SLO Accts Payable Department 990 Palm Street San Luis Obispo, CA 93401 PO#608735

<b>DATE</b>	<b>PROPOSA...</b>
9/13/2022	911166

<b>TERMS</b>	<b>DUE DATE</b>	<b>PROJECT</b>
	9/13/2022	

DESCRIPTION	TOTAL
LAGUNA HILLS PARK 925 ADRIANO CT.  1). Mow & edge turf on a weekly basis 2). Remove dead shrubs 3) Eradicate broadleafs 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). Tennis Landscape will provide Labor and replace broken or missing heads/irrigation repairs at no costs to the City. After initial irrigation repairs, Tennis Landscape will be responsible for replacement of irrigation heads and repairs as per the Landscape Contract Specification No. 50200-2014LS with the City of San Luis Obispo. 7) Tennis Landscape will follow the present Agreement Contract Specification No., 50200-2014LS - Service Level 2.	2,400.00
Ph:805-264-0242 E-MAIL:Tennislandscape@yahoo.com	<b>TOTAL</b> \$2,400.00

TENNIS LANDSCAPE CORP

1155 REFUGIO ST.  
GROVER BEACH, CA. 93433

**PROPOSAL**

<b>PROPOSAL FOR</b>
City of SLO Accts Payable Department 990 Palm Street San Luis Obispo, CA 93401 PO#608735

<b>DATE</b>	<b>PROPOSA...</b>
9/13/2022	911167

<b>TERMS</b>	<b>DUE DATE</b>	<b>PROJECT</b>
	9/13/2022	

DESCRIPTION	TOTAL
Laguna Lake Park (504 Madonna Rd.) Monthly service  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 boundary parking lots/barriers. 4) Trim shrubs 5) 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). Tennis Landscape will provide Labor and replace or missing heads/irrigation repairs at no costs to the City. After initial irrigation repairs, Tennis Landscape will be responsible for replacement of irrigation heads and repairs as per the Landscape Contract Specification No. 50200-2014LS with the City of San Luis Obispo. 6) Tennis Landscape will follow the present Agreement Contract Specification No., 50200-2014LS – Service Level 2.	2,100.00
Ph:805-264-0242 E-MAIL:Tennislandscape@yahoo.com	<b>TOTAL</b> \$2,100.00

## Amendment # 6

### EXHIBIT 'A'

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#### Laguna Hills Park (925 Adriano Ct.)

- 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). Tennis Landscape will provide Labor and replace broken or missing heads/irrigation repairs at no costs to the City.  
After initial irrigation repairs, Tennis Landscape will be responsible for replacement of irrigation heads and repairs as per the Landscape Contract Specification No. 50200-2014LS with the City of San Luis Obispo.
- 7). Tennis Landscape will follow the present Agreement Contract Specification No., 50200-2014LS - Service Level 2.

The amount to provide the landscape services is \$2400.00/month.

#### Laguna Lake Park (504 Madonna Rd.)

- 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). 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). Tennis Landscape will provide Labor and replace or missing heads/irrigation repairs at no costs to the City.

After initial irrigation repairs, Tennis Landscape will be responsible for replacement of irrigation heads and repairs as per the Landscape Contract Specification No. 50200-2014LS with the City of San Luis Obispo.

- 6) Tennis Landscape will follow the present Agreement Contract Specification No., 50200-2014LS – Service Level 2.

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The amount to provide the landscape services is \$2100.00/month.

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# AMENDMENT TO AGREEMENT

AMENDMENT NO. 7

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 March 23, 2023 by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, herein after referred to as City, and Tennis Landscapes, Inc. hereinafter referred to as Contractor.

## WITNESSETH:

WHEREAS, on April 1, 2023 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 center medians, basins and parkways at Avila Ranch TR# 3089 on Vachell Ln., Venture Dr. and Earthwood Ln.

WHEREAS, the Contractor has agreed to provide additional bi-weekly Landscape Maintenance Services for maintaining center medians, basins and parkways on at Avila Ranch TR# 3089 on Vachell Ln., Venture Dr. and Earthwood Ln.

. 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, Director of Public Works

CONTRACTOR

By: 

Tennis Landscape, Inc.

# Exhibit 'A'

## EXHIBIT A TO AGREEMENT: SCOPE OF WORK AND SERVICE LEVELS

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### DETAILED DESCRIPTION OF WORK

#### 1. Litter Control.

Ground Litter. The Contractor shall pick up litter as encountered during scheduled visits to the locations listed in Contract Proposal, taking particular care to remove fecal matter from turf areas and from areas that are highly traveled and highly visible, including parking lots.

Posted Material. The Contractor shall remove all posters, flyers, signs, and advertisements including staples, tacks, nails, and tape that are attached to trees, poles, and any other structures.

Disposal of Gathered Litter and Material. Disposal of collected litter shall be at the Contractor's expense and not deposited in site garbage cans and dumpsters. The City shall remove trash from site garbage cans unless otherwise specified.

#### 2. Walkway Maintenance.

Litter Control. The Contractor shall remove all trash, weeds, and foreign objects from walkway surfaces as established for each Service Level. The Contractor shall then remove all trash, weeds and foreign objects from the site.

Blow Pack Use. In the downtown area, blow packs may be used between 7:00 AM and 10:00 AM. In residential areas blow packs may be used between 8:00 AM and 5:00 PM. All litter swept with a blow pack shall be picked up and removed from the site. Because of inherent noise and dust problems, the Contractor shall display courtesy and consideration towards citizens and businesses whenever a blow pack is used and shut down or direct blowing away from pedestrians. The City prefers the use of battery powered blowers when feasible.

Washing. Washing walkways shall not be permitted unless specifically authorized by the City's Contract Manager and undertaken with proper controls to prevent pollution of stormwater.

Pruning. In addition to the specified scheduled pruning, the Contractor shall prune trees, shrubs and groundcovers whenever necessary to keep walkways clear and to maintain pedestrian safety.

Equipment Pads. Equipment pads shall receive the same maintenance as walkways.

#### 3. Irrigation.

Manual Irrigation. The Contractor shall manually irrigate vegetation as required to maintain proper plant growth. This manual irrigation shall include watering with hoses, hose bibs, quick couplers, nozzles, and sprinklers furnished by the Contractor. Manual irrigation may be required in addition to, in conjunction with, or in the absence of automatic irrigation. The Contractor shall irrigate at times of the day that shall ensure maximum plant health and minimum inconvenience for people using the area. The Contractor shall avoid water runoff onto roadways, walkways and other hard surfaces. Recycled water shall be prevented from landing on picnic tables and drinking fountains.

Schedules. On January 1, April 1, July 1, and October 1 of each year, the Contractor shall submit a proposed irrigation time of day schedule for all areas for the next 3 months. This schedule form will be provided by the city and the schedule must be approved by the City's Contract Manager.

Automatic Irrigation. The Contractor shall operate all automatic irrigation systems. Automatic irrigation shall normally take place during night or early morning hours. The Contractor shall program automatic controllers for seasonal water requirements.

During periods of rain, the contractor shall deactivate all automatic programming and go into "rain shut down.". The contractor shall notify the City when "rain shut down" is both activated and deactivated. Failure to activate "rain shut down" during rainy weather will result in the contractor being liable for the cost of water used, per location, during rainy periods.

If plant material dies due to inadequate water or over watering, the Contractor shall replace all dead plant material within 3 weeks of written notification, at no cost to the City.

# Exhibit 'A'

City of San Luis Obispo  
Specification No. 50200-2020-LS

Irrigation System Inspection and Repair. The contractor shall maintain all irrigation systems in proper adjustment to avoid water runoff or overspray onto adjacent properties, roadways, walkways and other hard surfaces.

The Contractor shall perform monthly irrigation system inspections by turning the system on, checking for leaks, overspray and other coverage issues, and making necessary adjustments and repairs. The Contractor shall notify the City of the inspection and submit an irrigation report the first of every month during the irrigation season.

The contractor is responsible for repairs and replacements from the lateral line up, including swing joints, risers, irrigation heads, drip emitters, and tubing. The City shall be responsible for any other irrigation system repairs.

The Contractor shall report any irrigation problems that are the City's responsibility, to the City as soon as noted, particularly any repairs needed for irrigation controllers, or improper coverage that could lead to plant death or site runoff. The Contractor shall manually irrigate an area as needed while an irrigation controller is being repaired. Before fertilization the Contractor shall check each automatic irrigation system for proper operation and adjustment.

Non-Potable (recycled) water training. Worker safety training is required for all workers working in identified areas that use non-potable (recycled) water. The training will be provided by the city and scheduled once the reclaimed systems are operable.

Water Conservation. All irrigation schedules shall comply with any watering restrictions imposed by the City of San Luis Obispo Utilities Department during drought conditions. When the Utilities Department has imposed watering restrictions, the Contractor shall consult with the City's Contract Manager to determine the best allocation of available water, considering plant species, time of year, location, and other environmental factors. Each month the Contractor shall monitor the effects of manual irrigation. During periods of officially declared water use restrictions, the Contractor shall report each month the amount of water used at each work location. Failure to comply with any mandatory restrictions may result in the contractor being liable for the cost of water used per location.

## 4. Disease and Pest Control.

Protection of Vegetation and the Public. The Contractor shall control and eliminate weeds, insects, rodents, and diseases that harm vegetation. In performing this pest control work, the Contractor shall use only materials and methods that will not harm the vegetation or the public. The City strongly encourages the use of Integrated Pest Management concepts in all parks.

Application Plan. The Contractor shall provide a application plan to the City's Contract Manager for approval. This plan shall include the disease or pest to be treated, the type and name of the product proposed to be used and copies of both the product label and Material Safety Data Sheet (MSDS).

Following any pesticide application, the Contractor shall submit to the City's Contract Manager on the first of the month a copy of all pesticide use reports identifying the type and brand name of the chemical, the date, rate and specific location of application.

Pesticide Application Licenses and Permits. The Contractor and its employees and subcontractors shall have and maintain all required permits and licenses required by the State of California before applying any pesticide.

Pesticide Acceptability. Any pesticide used shall be selected from the list approved by the State of California Department of Pesticide Regulations. Restricted materials may only be used with approval from the City and a permit issued by the San Luis Obispo County Agricultural Commissioner.

Rodent Traps. The Contractor shall not use rodent traps without prior written approval from the City's Contract Manager for the location and type of trap to be used. Traps will not be allowed in any area where children could be expected to play.

## 5. Turf Maintenance.

Mowing. The Contractor shall mow all turf areas at the locations and frequencies established for each Service Level. The Contractor shall mow turf in a workmanlike manner that ensures a smooth surface without scalping or leaving excessive cuttings. All mowing equipment shall be adjusted to the proper cutting

# Exhibit 'A'

City of San Luis Obispo  
Specification No. 50200-2020-LS

heights and sharpened adequately. Mowing height shall be two inches for all turf areas, unless otherwise specified by the City's Contract Manager for special events and other conditions. Immediately before each mowing, the Contractor shall remove all litter and trash from turf areas. Immediately after each mowing, the Contractor shall clean all adjacent walkways.

Mechanical Edging. The Contractor shall mechanically edge all turf areas. The Contractor shall edge all turf borders to leave a neat, uniform line and eliminate all grass invasion into adjacent areas. The Contractor shall also edge around other obstacles within turf areas to leave a neat, well-trimmed appearance and to allow optimum operation of sprinkler heads. When using string trimmers the Contractor shall take care to protect trees and shrubs from damage. Power edgers with rigid blades shall leave a well-defined v-shaped edge that extends into the soil.

Chemical Edging and Detailing. With approval from the City's Contract Manager the Contractor may apply edging chemicals around areas such as planters, building walls, trees, fence lines, and sprinkler heads. Before applying chemicals, the Contractor shall trim all areas to the proper height.

Fertilizing. The Contractor shall fertilize all turf areas as specified for each Service Level, except at identified areas that use recycled water, where no fertilization will be required. Application dates shall be approved by the City's Contract Manager. Following application, fertilizer shall be thoroughly watered into the soil within 24 hours. The Contractor shall notify the City's Contract Manager via the submitted monthly schedule a minimum of one week before a fertilizer application.

The turf fertilizer shall be a complete fertilizer with a ratio of 4-1-2. The Contractor shall evenly broadcast the fertilizer at a minimum rate of one pound actual available nitrogen per 1,000 square feet of turf area per application. Any fertilizer landing outside the turf area shall be swept up and removed. The Contractor shall submit to the City written documentation of the quantities of fertilizer applied at each specified work location.

Seed / Sod. Seed or sod replacement for bare areas shall be perennial rye grass or match surrounding turf.

Weed Control. The Contractor may apply selective herbicides. The Contractor shall also perform any additional weeding necessary to keep the turf free of weeds. This additional weeding may be performed by hand or by using selective herbicides.

## 6. Groundcover Maintenance.

Edging. The Contractor shall edge all groundcover areas as specified for each Service Level. The primary purpose for edging the groundcover is to prevent it from growing onto walkways, road ways, hard surfaces, fences, and walls. The Contractor shall not use chemical edging methods without prior approval from the City's Contract Manager.

Fertilizing. The Contractor shall fertilize all groundcover areas as specified for each Service Level. Following application, fertilizer shall be thoroughly watered into the soil within 24 hours. The Contractor shall notify the City's Contract Manager via the submitted monthly schedule a minimum of one week before a fertilizer application.

The groundcover fertilizer shall be a complete balanced low release fertilizer with a ratio of 12-12-12. The Contractor shall evenly broadcast the fertilizer at a minimum rate of ten pounds per 1,000 square feet of groundcover area per application. Any fertilizer landing outside the groundcover area shall be swept up and removed. The Contractor shall submit to the City written documentation of the quantities of fertilizer applied at each specified work location.

Weed Control. The Contractor shall maintain groundcover areas in a *weed free condition*. This weeding may be performed by hand or by using selective herbicides.

## 7. Shrub Maintenance

Pruning. The Contractor shall prune all shrubbery at the locations as specified for each Service Level. The primary purpose for pruning the shrubbery shall be to encourage healthy and attractive growth according to prescribed industry practices. Such pruning shall encourage the graceful, natural growth of the shrub and shall maintain plant health through removal of dead, diseased, or injured wood. The secondary purpose for pruning the shrubbery shall be to prevent it from growing onto walkways, road ways, and other hard surfaces. Where the specified pruning frequency is two times per year, the shrubs shall be pruned in the spring and fall. When required, the Contractor shall remove dead shrubbery.

# Exhibit 'A'

City of San Luis Obispo  
Specification No. 50200-2020-LS

Fertilizing. The Contractor shall fertilize all shrub areas at the locations as specified for each Service Level. Where the specified fertilizing frequency is twice a year, the shrubs shall be fertilized in April and September. Where the specified frequency is other than twice a year, the application dates shall be approved by the City's Contract Manager. Immediately following application, fertilizer shall be thoroughly watered into the soil. The Contractor shall notify the City's Contract Manager one week before a fertilizer application. The shrub fertilizer shall be a complete balanced low release fertilizer with a ratio of 12-12-12. The Contractor shall evenly broadcast the fertilizer at a minimum rate of ten pounds per 1,000 square feet of shrub bed area per application. The Contractor shall submit to the City written documentation of the quantities of fertilizer applied at each specified work location.

Weed Control. The Contractor shall maintain all shrub beds in a *weed free condition*. At a minimum, the contractor shall perform weeding at the locations as specified for each Service level. This weeding may be performed by hand or by using selective herbicides. When weeding is completed, the Contractor shall rake the shrub beds clear of all leaves and debris.

## **8. Tree Maintenance.**

Pruning. The only purposes for pruning the trees shall be to maintain proper pedestrian clearances and to remove suckers. The Contractor shall not make structural changes to the trees. The Contractor shall report the need for any additional pruning to the City's Contract Manager.

Staking. The Contractor shall make minor staking repairs to all trees as required. Minor repairs shall include replacing or repairing ties, and refastening boards and braces. The Contractor shall report the need for more extensive repairs to the City's Contract Manager.

## **9. Miscellaneous Weed Control.**

The Contractor shall maintain all fence lines, light standard bases, tree wells, buildings, walls, sidewalks, curbs, gutters, asphalt berms, parking lots, signs structures, and equipment pads etc. in a *weed free condition*. *All non-landscaped areas shall be weed free*. Herbicides used for weed control must have prior approval from the City's Contract Manager. The contractor shall perform all annual weed abatement in late May or as required by the San Luis Obispo Fire Department.

## **10. Drinking Fountain Maintenance.**

The Contractor shall clean, scrub and disinfect all drinking fountains at the locations as specified for each Service Level.

## **11. Site Inspection and Reporting.**

Review entire site on each occasion that a site visit is made for any reason. Report any problems, including irrigation, damage, graffiti or user issues, the same day by email, or phone if immediate repairs are needed.

# Exhibit 'A'

## SERVICE LEVELS

**Level 2: High Level Maintenance associated with well-developed public areas, malls, government grounds. Weekly**

Walkway and Turf Maintenance: Perform all aspects of walkway and mowing and edging work of turf maintenance once every five working days.

Aeration: Complete aeration routinely to maintain vigorous turf but not less than two times per year.

Reseeding / sod: Reseed or install sod in bare spots for areas larger than 4 square feet.

Fertilizer: Apply adequate fertilizer to ensure all plants are healthy and growing vigorously. Amount depends on species, length of growing season, soils and rainfall. Rates should correspond to at least the lowest recommended rates. Distribution should ensure an even supply of nutrients for the entire year. Trees, shrubs, turf and flowers should receive fertilizer levels to ensure optimum growth.

Weed Control: Weed control practiced when weeds represent more than 5% of the turf area.

Litter Control: Complete all aspects of Litter Control, at minimum, 3-5 days per week as needed so high use areas are clean. Collect litter in landscaped areas and along any property fences.

Tree, Shrub and Groundcover Maintenance: Complete all aspects of tree, shrub and groundcover maintenance for health, safety, and to maintain a neat, well maintained appearance, and maintain walkway and other clearances. Sculpted hedges or high growth species may dictate a more frequent requirement than most trees and shrubs in natural growth plantings.

Disease and Pest Control: Disease and pest control shall be performed as needed to prevent loss or disfiguration of vegetation.

Surfaces: All surfaces are to be maintained in a clean condition. Surfaces are walkways, sidewalks, stairs, tops of planters, etc.

**AMENDMENT TO AGREEMENT NO. 8 – CPI 2024-25**

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 Tennis Landscape, Inc., hereinafter referred to as Contractor.

**WITNESSETH:**

WHEREAS, on February 22, 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

**AMENDMENT TO AGREEMENT NO. 9**

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 Tennis Landscape Inc., hereinafter referred to as Contractor.

**WITNESSETH:**

WHEREAS, on February 22, 2021, the City entered into an agreement with Contractor for Landscape Services, and

WHEREAS, the City and Contractor desire to amend the contract as set forth 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



## **EXHIBIT 'A'**

### **Landscape Maintenance at Broad St. Medians**

Contractor to Provide Landscape Maintenance services at 2 small medians on Broad St. by Damon Garcia Sports Park:

1. Eradicate Weeds
2. Pick up trash and debris in medians
3. Eradicate gophers
4. Trim Shrubs and grasses.
5. Monitor irrigation and make necessary repairs. Note: irrigation valve is tied to the Damon Garcia Sports Park controller.
6. Clean curb & gutters.
7. Adjust and re-stake trees in medians as necessary.

Total    \$140.00 per month

TENNIS LANDSCAPE CORP

1155 REFUGIO ST.  
GROVER BEACH, CA. 93433

**PROPOSAL**

<b>PROPOSAL FOR</b>
CityofSLO Accts Payable Department 990 Palm Street San Luis Obispo, CA 93401

<b>DATE</b>	<b>PROPOSA ...</b>
9/9/2024	911239

<b>TERMS</b>	<b>DUE DATE</b>	<b>PROJECT</b>
	9/9/2024	

DESCRIPTION	TOTAL
<p>THIS PROPOSAL IS FOR THE PROPERTY ON BROAD STREET SAN LUIS OBISPO</p> <p>Provide by weekly maintenance at 2 islands on broad street locate at Damon Garcia For amount . \$140.00 per month</p>	<p>140.00</p>
<p>CONTACT NAME: JESUS SARABIA, SUPERVISOR PHONE NUMBER: 805 431-7047</p>	<p><b>TOTAL</b> \$140.00</p>