

**AMENDMENT NO. 3 TO NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
RUBICON LANDSCAPE CORPORATION  
FOR  
CITYWIDE TURF MAINTENANCE**

This **Amendment No. 3** ("Amendment") is made by and between the City of San Leandro ("City") and Rubicon Landscape Corporation ("Contractor") (together sometimes referred to as the "Parties") as of July 1, 2019, and amends that certain Non-Professional Services Agreement ("Agreement") dated March 1 2016, between the Parties.

**WHEREAS**, City and Contractor have executed the Agreement, pursuant to which Contractor has provided certain services to City with regard to turf maintenance; and

**WHEREAS**, the Parties desire to amend the Agreement to extend the term for one year, and increase the service price by 3.87%.

**NOW THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Section 1.1 of the Agreement entitled "Term of Services" is hereby amended to extend the term from July 1, 2019, to June 30, 2020; and
2. Section 2 of the Agreement entitled "Compensation" is hereby amended to pay Contractor a sum not to exceed \$12,143.43 per month for a total of \$145,721.16 per year for fiscal year 2019-2020; and
3. Section 4 of the Agreement entitled "Insurance Requirements" is hereby amended to read:

**4.2.1 General Requirements.** Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than **\$2,000,000** and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.4 Submittal of Proof of Insurance Coverage.** All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be electronically submitted through the City's online insurance document

management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.

**4.5 Remedies.** (Renumbered – as originally stated)

4. Exhibit B of the Agreement entitled "Compensation Schedule & Reimbursable Expenses" is hereby amended to include:

Monthly Price	Annual Total	Area	Description of Area	Special Instructions
\$188.00	\$2,256.00	Marina Park	Unpaved trail along Marina Park adjacent to rip rap to the north and south of the Par Course entrance. (see map as attached)	No growth in the Rip Rap will be permissible over 18" tall (measured from ground/soil to top of weed/sucker etc.). Any growth over 18" will need to be physically cut and removed. If pesticide is used to treat this area at no time will the pesticide be permitted to come in contact with the bay and no pre-emergent is allowed in the Rip Rap. Application of any pesticide in this area must be completed by 6am and is only allowed M-F. Contractor is encouraged to apply pesticide during low tide as long as that pesticide application is completed by 6am M-F.
\$327.80	\$3,933.60	Floresta Park	Park is located on Monterey Bl south of Floresta Bl. The service location is at the front end of the park from the fence on Monterey east to the fence for the large ball field	Contractor will no longer provide service at McCartney Park (Sunnyside at Breed). Cost represents the net increase cost of providing service at the new location.  Spraying in all areas bordered by the St. (west), school (north) the 10ft fence (east) and houses on the south side. Spraying will only be conducted when the City provides 7 day notification in conjunction with the school district spraying at the site.  Mow/Edge/blow all areas between the hours of 9am and 2pm within the above mentioned boundaries.  String trim along the base of the entire length of the 10ft tall fence where there is no mow strip to keep a neat and clean appearance. Also string trim in areas where fencing meets the ground.  Fertilizing/aerating schedules will be same as other City Park sites.

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5. All other terms shall remain in full force and effect.

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**SIGNATURES ON FOLLOWING PAGE**



The Parties have executed this Amendment as of the date first written above. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

RUBICON LANDSCAPE CORPORATION

  
\_\_\_\_\_  
Jeff Kay, City Manager

  
\_\_\_\_\_  
Lourdes Haro, General Manager

Attest:

1000060936  
\_\_\_\_\_  
Contractor DIR Registration Number


  
\_\_\_\_\_  
Leticia I. Miguel, City Clerk

Approved as to Fiscal Authority:

  
\_\_\_\_\_  
David Baum, Finance Director

010-62-001-5340  
Account Number

Approved as to Form:

  
\_\_\_\_\_  
Richard D. Pio Roda, City Attorney

(2018)