

**AMENDMENT NO. 3 TO NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
DEL CONTE'S LANDSCAPE, INC.  
FOR  
CITYWIDE MEDIAN MAINTENANCE AND WEED ABATEMENT IN CITY RIGHT-OF-WAYS**

This **Amendment No. 3** ("Amendment") is made by and between the City of San Leandro ("City") and Del Conte's Landscaping, Inc. ("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 median maintenance and weed abatement services; and

**WHEREAS**, the Parties desire to amend the Agreement to extend the term for one year, increase the annual service price by 3.87% and modify the Insurance Requirements as specified in Section 4 of the Agreement.

**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 \$16,024 per month for a total of \$192,288 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 as attached; and

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

DEL CONTE'S LANDSCAPING, INC.

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

  
\_\_\_\_\_  
Tom Del Conte, President CEO

Attest:

1000019329  
\_\_\_\_\_  
Contractor DIR Registration Number

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

Approved as to Fiscal Authority:

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

010-33-052-5340  
Account Number

Approved as to Form:

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

(2018)

Exhibit B  
Compensation

<b>RIGHT-OF WAY MAINTENANCE (landscaping and weed abatement)</b>	<b>PRICE (per month)</b>
1. 139 <sup>th</sup> Ave Weed Abatement	\$ 11.10
2. Alvarado St Weed Abatement	\$ 82.15
3. Bancroft Ave Weed Abatement	\$ 82.15
4. Belvedere Ave Weed Abatement	\$ 21.09
5. Benedict Dr Weed Abatement - Includes Quarterly Ivy Trimming	\$ 155.04
6. Bermuda Way Weed Abatement	\$ 21.09
7. Blossom Way Landscape Maintenance	\$ 82.15
8. Broadmoor Blvd Landscape Maintenance	\$ 326.38
9. Callan Ave Landscape Maintenance	\$ 82.15
10. Chapman Rd Weed Abatement	\$ 29.97
11. Davis St Landscape Maintenance and Weed Abatement - Includes quarterly weed abatement at 2512 Davis St.	\$ 824.44
12. Doolittle Dr Landscape Maintenance and Weed Abatement	\$ 1,304.42
13. Dowling Blvd Landscape Maintenance	\$ 163.19
14. Dutton Ave Landscape Maintenance	\$ 326.38
15. East 14th St Landscape Maintenance and Weed Abatement	\$ 1,201.18
16. Estudillo Ave/Lake Chabot Rd Landscape Maintenance and Weed Abatement	\$ 489.57
17. Fairway Dr Landscape Maintenance and Weed Abatement	\$ 326.38
18. Fairmont Dr Weed Abatement	\$ 82.15

Exhibit B  
Compensation

<b>RIGHT-OF WAY MAINTENANCE (landscaping and weed abatement)</b>	<b>PRICE (per month)</b>
19. Farnsworth Ave Landscape Maintenance	\$ 163.19
20. Floresta Blvd Landscape Maintenance and Weed Abatement	\$ 163.19
21. Fremont Ave Landscape Maintenance and Weed Abatement	\$ 326.49
22. Grand Ave Landscape Maintenance and Weed Abatement	\$ 163.19
23. Halcyon Dr Landscape Maintenance and Weed Abatement	\$ 652.77
24. Hays St Landscape Maintenance and Weed Abatement	\$ 21.09
25. Hesperian Blvd Landscape Maintenance and Weed Abatement	\$ 489.57
26. Hillside Dr Landscape Maintenance	\$ 163.19
27. Huff Ave Landscape Maintenance	\$ 163.19
28. Leonard Dr Landscape Maintenance	\$ 489.57
29. Lewelling Blvd Landscape Maintenance and Weed Abatement	\$ 652.77
30. Lola Ave Weed Abatement	\$ 82.15
31. MacArthur Ave Landscape Maintenance and Weed Abatement	\$ 1,090.16
32. Marina Blvd Landscape Maintenance and Weed Abatement	\$ 868.13
33. Menlo St Weed Abatement	\$ 82.15
34. Merced St. Landscape Maintenance and Weed Abatement	\$ 326.38
35. Parrott St Landscape Maintenance	\$ 163.19
36. San Leandro Blvd Landscape Maintenance and Weed Abatement	\$ 1,748.48

Exhibit B  
Compensation

<b>RIGHT-OF WAY MAINTENANCE (landscaping and weed abatement)</b>	<b>PRICE (per month)</b>
37. School St Weed Abatement	\$ 53.00
38. Springlake Dr Landscape Maintenance	\$ 489.57
39. Timothy Dr Landscape Maintenance	\$ 163.19
40. Vistagrand Dr Weed Abatement	\$ 28.86
41. Washington Ave Landscape Maintenance and Weed Abatement	\$ 325.27
42. Westgate Parkway Landscape Maintenance - Includes 2x week litter abatement	\$ 627.21
43. W. Joaquin Ave Landscape Maintenance	\$ 163.19
44. W. Juana Ave Landscape Maintenance	\$ 163.19
45. Williams St Weed Abatement	\$ 123.23
46. Wicks Blvd Landscape Maintenance and Weed Abatement	\$ 163.19
47. Woodland Park Landscape Maintenance	\$ 163.19
48. Myers Ct Landscape Maintenance	\$ 141.23
<b>TOTAL BID</b>	<b>\$ 16,024</b>
<b>Annual Total</b>	<b>\$ 192,288</b>

\*Amount for Myers Ct adjusted by \$19.39 because total bid priced does not match sum

\* Additional services added to Benedict Dr, Davis St, and Westgate Pkwy

\*Monthly total is rounded to nearest dollar and then multiplied by 12 for an annual total.