

**NINTH AMENDMENT
TO GENERAL SERVICES AGREEMENT
WITH GOLDEN GATE LANDSCAPE MANAGEMENT, INC.
AGREEMENT NUMBER F000799**

This Ninth Amendment to Agreement number F000799, dated August 5, 2014 ("Agreement") is made as of this _____ day of _____, 2017, by and between the City of Santa Rosa, a municipal corporation ("City"), and Golden Gate Landscape Management, Inc., a California Corporation, ("Contractor").

RECITALS

- A. City and Contractor entered into the Agreement for Contractor to provide landscape mowing, median, frontage and building maintenance services, as previously amended by the First through Eighth Amendments to adjust service sites and compensation.
- B. City and Contractor now desire to amend the Agreement for the purposes of adding site services, extending the term of the Agreement for a period of one-year with no increase to contract cost for services, and increasing compensation.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. SCOPE OF SERVICES

Exhibit B is supplemented to add services as identified in Exhibit B-8, attached to this Amendment, which is incorporated herein as though set forth in full. All other services remain the same.

2. TERM, SUSPENSION, TERMINATION

Pursuant to Section 6(a) of the Agreement, the parties hereby agree to extend the term of the Agreement for an additional one year.

3. COMPENSATION

Section 4 of the Agreement is amended to increase the compensation payable to Contractor under the Agreement by \$509,789.84 to read as follows:

"The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in the Agreement shall not exceed the total sum of

\$2,029,547.34. The Chief Financial Officer is authorized to pay all proper claims from Various Charge Numbers.”

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONTRACTOR:

Name of Firm: Golden Gate Landscape Management, Inc.

CITY OF SANTA ROSA
a Municipal Corporation

TYPE OF BUSINESS ENTITY:

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

By: _____

Print Name: Chris Coursey

Title: Mayor

Signatures of Authorized Persons:

By: *Frank V Patane*

APPROVED AS TO FORM:

Print Name: FRANK V PATANE

Office of the City Attorney

Title: PRESIDENT

ATTEST:

By: *Frank V Patane*

Print Name: FRANK V PATANE

City Clerk

Title: SECRETARY

City of Santa Rosa Business Tax Cert. No.

9997029031

Attachment:

Exhibit B-8

EXHIBIT B-8

SECTION I - MOWING

**PARK LOCATION
AND APPROXIMATE MOWING ACREAGE**

Note: Service Level B descriptions

Schedule – Service Level Descriptions

- a. March through June **all** lawns shall be mowed weekly to a height of between 2 - 2 ½ inches.
- b. December through February **all** lawns shall be mowed as needed or as possible to a height not to exceed 3 ½ inches. Mowing shall not be performed when soils are saturated or when rutting of lawn areas will occur.
- c. **Service Level B** - Lawns shall be mowed every other week from July through November, weekly from February through June weather permitting to a height of between 2 ½ – 3 inches. Lawn clippings shall be removed only if damage to the lawn occurs from excessive clumping or windrowing.
- d. Service Delays: **Service Level B** - When lawns cannot be mowed on the scheduled day due to rain or other wet turf conditions, the lawns shall be mowed at the next scheduled mowing day after the ground conditions improve. All mowing heights and other specifications shall remain in effect despite the delay.

NOTE: "Grasscycling" through use of mulching mowers is an acceptable practice providing all lawn clippings dry thoroughly and fall below the top of the turf within a 24-hour period. Mowing operations which result in clumping and windrowing of clippings is not acceptable.

<u>Location</u>	<u>Address</u>	<u>Size</u>	<u>Service A</u>	<u>Service B</u>
Bayer Park & Gardens	1550 West Avenue	.3 acre turf		X
Finali Park	1420 Range Avenue	1 acre turf		X
**Note for Finali:	No mow of the "no mow" grass			

<u>Site Item</u>	<u>Unit of Measure</u>	<u>Description</u>	<u>Monthly Cost</u>	<u>Yearly Cost</u>
65.	12 Months	Bayer Park & Gardens 1550 West Avenue	\$__150.00__	\$__1800.00__
66.	12 Months	Finali Park 1420 Range Avenue	\$__117.00__	\$__1404.00__

SECTION V – WEED SPRAYING SERVICES

Exhibit I

<u>Location</u>	<u>Address</u>	<u>Park/Site Area</u>	<u>Frequency of Application</u>
Priority 1 Site			
Bayer Park	1550 West Ave.	No spray in community garden	3x/year
		Pre-emergent herbicide use	

<u>Location</u>	<u>Address</u>	<u>Park/Site Area</u>	<u>Frequency of Application</u>
Priority 2 Site			
Finali Park	1420 Range Ave.	No spray in community garden	2x/year
		No spray inside dog park	
		Pre-emergent herbicide use	

Priority 1 Site	Frequency of Application	Annual Cost
Bayer Park	3x/year @ \$320 per visit	\$960.00
	Pre-emergent site	
Priority 2 Site		
	Frequency of Application	Annual Cost
Finali Park	2x/year @ \$185 per visit	\$370.00
	Pre-emergent site	