

THIRD AMENDMENT TO  
LANDSCAPE AND MAINTENANCE  
SERVICE AGREEMENT – ZONE 1 & 2

THIS THIRD AMENDMENT TO THE LANDSCAPE AND MAINTENANCE SERVICE AGREEMENT FOR ZONES 1 & 2 (“Third Amendment”) is entered into this \_\_\_\_ day of May, 2022, by and between the CITY OF WOODLAND, a California municipal corporation (“City”), and DOMINGUEZ LANDSCAPE SERVICES INC., a California Corporation with its principal place of business at 8376 Rovana Circle, Sacramento, CA 95828 (“DOMINGUEZ”), on the terms and conditions set forth below.

WHEREAS, DOMINGUEZ has been performing landscape maintenance services, for the City of Woodland since July 2019 pursuant to an agreement entered into between the City and DOMINGUEZ (“Agreement”); and

WHEREAS, CITY and DOMINGUEZ executed a First Amendment to the Agreement on June 2, 2020 to revise the scope of service, schedule of service and provide additional compensation; and

WHEREAS, CITY and DOMINGUEZ executed a Second Amendment to the Agreement on June 25, 2020 to extend the terms of the agreement for an additional two years, through June 30, 2022; and

WHEREAS, CITY and DOMINGUEZ now desire to amend the agreement to include a revised scope of services and to provide additional compensation based on the proposals submitted by DOMINGUEZ and attached hereto as Exhibit “A-6” and Exhibit “B-2”; and

WHEREAS, CITY and DOMINGUEZ pursuant to the original agreement and council authorization, now desire to extend the terms of the agreement for two additional years, through June 30, 2024.

**NOW, THEREFORE**, in consideration of the promises and the mutual benefits from the covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, DOMINGUEZ and CITY hereby agree as follows:

**Section 1. Incorporation of Recitals.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Third Amendment as if set forth in full.

**Section 2. Amendment to Section 3.1.1 of the Agreement.** The Agreement is hereby deleted in its entirety and replaced with a new Section to read as follows:

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional landscape maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit

“A: A-1 – A-6” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

**Section 3. Amendment to Section 3.1.2 of the Agreement.** The Agreement is hereby deleted in its entirety and replaced with a new Section to read as follows:

3.1.2 Term. The term of this Agreement shall commence July 1, 2019 through June 30, 2024, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

**Section 4. Amendment to Section 3.2.2 of the Agreement.** The Agreement is hereby deleted in its entirety and replaced with a new Section to read as follows:

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit A: A-1 – A-6 attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

**Section 5. Amendment to Section 3.3.1 of the Agreement.** The Agreement is hereby deleted in its entirety and replaces with a new Section to read as follows:

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit B, B-1 and B-2 attached hereto and incorporated herein by reference. The total compensation shall not exceed SEVEN-HUNDRED AND FOURTEEN THOUSAND, EIGHT-HUNDRED AND TWENTY-EIGHT DOLLARS AND EIGHTY-EIGHT CENTS (\$714,828.88) without written approval of City’s Community Services Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. In no event, however, shall the Extra Work exceed TEN-THOUSAND DOLLARS (\$10,000).

**Section 6. Amendment to Exhibit A.** Exhibit A is hereby amended to add A-6, an additional scope of work.

**Section 7. Amendment to Exhibit B.** Exhibit B is hereby amended to add B-2, an additional rate sheet for the scope of work set forth in Exhibit A-6.

**Section 8. Continuing Effect of Agreement.** Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force

and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement and Amendments amended by the First Amendment, Second Amendment, and this Third Amendment.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to the Landscape Maintenance Services Agreement effective on the day and year first written above.

CITY OF WOODLAND

DOMINGUEZ LANDSCAPE COMPANY

By: \_\_\_\_\_  
Ken Hiatt  
City Manager

By: \_\_\_\_\_  
President

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

*Attest:*

\_\_\_\_\_  
Ana Gonzalez  
City Clerk

*Approved as to Form:*

\_\_\_\_\_  
Ethan Walsh  
Best Best & Krieger LLP  
City Attorney

**EXHIBIT A-6**

Scope of Work

Zone 1

<b>Site</b>	<b>Mode</b>	<b>Area (Square Feet)</b>	<b>Area (Acres)</b>
Country Oaks	II	8,166	0.19
E. Main St. Improvements	II	14,504	0.33
<b>TOTAL ADDITIONAL AREA:</b>		<b>22,760</b>	<b>0.52</b>

**EXHIBIT B-2**

Compensation

<b>Site</b>	<b>Mode</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
Country Oaks	II	\$235	\$2,820
E. Main St. Improvements	II	\$3,215	\$41,040
<b>TOTAL ADDITIONAL COMPENSATION:</b>		<b>\$3,450</b>	<b>\$43,860</b>