

ATTACHMENT B

AMENDMENT NO. TWO TO MAINTENANCE/REPAIR SERVICES AGREEMENT WITH MERCHANTS LANDSCAPE SERVICES, INC. FOR LANDSCAPE SERVICES FOR PARKS & FACILITIES

THIS AMENDMENT NO. TWO TO MAINTENANCE/REPAIR SERVICES AGREEMENT ("Amendment No. Two") is made and entered into as of this 4th day of November, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and MERCHANTS LANDSCAPE SERVICES, INC., a California corporation ("Contractor"), whose address is 1190 Monterey Pass Rd, Monterey Park, CA 91754, and is made with reference to the following:

RECITALS

- A. On January 1, 2022, City and Contractor entered into a Maintenance/Repair Services Agreement (Contract No. C-8772-1) ("Agreement") to perform annual landscape maintenance services of City parks and facilities ("Project").
- B. On September 23, 2025, the parties entered into Amendment No. One to confirm all extensions of the term of the Agreement have been utilized, to update the insurance requirements, and to increase the total compensation to cover on-call services through the end of the term
- C. The parties desire to enter into this Amendment No. Two to increase the total compensation.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **COMPENSATION TO CONTRACTOR**

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by this reference.

4.1.1 Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items, if any, shall not exceed One Million Nine Hundred Fifty Thousand Dollars and 00/100 (\$1,950,000.00) for the Original Term and for each Renewal Term (each twelve (12) month period from January 1 to December 31, commencing with the Effective Date).

4.1.2 Contractor's compensation for all On-Call Services during the course of this Agreement, including all reimbursable items, if any, shall not exceed Four Million Three Hundred Thousand Dollars and 00/100 (\$4,300,000.00),

4.1.3 Contractor's compensation for all Work performed in accordance with this Agreement, including all Services and all On-Call Services, and all reimbursable items and subconsultant fees, if any, shall not exceed **Fourteen Million Six Hundred**

Thirty Nine Thousand Dollars and 00/100 (\$14,639,000.00), without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City."

The total amended compensation reflects Contractor's additional compensation for additional On-Call Services to be performed in accordance with this Amendment No. Two, including all reimbursable items and subconsultant fees, if any, in an amount not to exceed **One Hundred Eighty Nine Thousand Dollars and 00/100 (\$189,000.00)**. As of the Effective Date of this Amendment No. Two.

2. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. Two to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 10/9/25

By: Jose Montoya for
Aaron C. Harp
City Attorney
10.9.25
AF

ATTEST:

Date: _____

By: _____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Joe Stapleton
Mayor

**CONTRACTOR: MERCHANTS
LANDSCAPE
SERVICES, INC.,** a California corporation

Date: _____

By: _____
Mark Brower
President

Date: _____

By: _____
Donna Brower
Secretary

[END OF SIGNATURES]