

ATTACHMENT A

MAINTENANCE/REPAIR SERVICES AGREEMENT WITH MERCHANTS LANDSCAPE SERVICES, INC. FOR LANDSCAPE SERVICES FOR PARKS & FACILITIES

THIS MAINTENANCE/REPAIR SERVICES AGREEMENT ("Agreement") is made and entered into as of this January 1, 2022 ("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 1510 S. Lyon St. Santa Ana, CA 92705, and whose address is on file with the California Secretary of State as 1190 Monterey Pass Rd, Monterey Park, CA 91754, and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Contractor to perform annual landscape maintenance services of City parks and facilities ("Project").
- C. Contractor has been determined by City to be the lowest responsible bidder and Contractor's bid, and the compensation set forth in this Contract, is based upon Contractor's careful examination of all Bid documents, line items, and specifications.
- D. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the maintenance and/or repair services described in this Agreement.
- E. Contractor has examined the location of all proposed work, carefully reviewed and evaluated the specifications set forth by City for the Project, is familiar with all conditions relevant to the performance of services, and has committed to perform all work required for the compensation specified in this Agreement.

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

1. TERM

The term of this Agreement shall commence on January 1, 2022 ("Effective Date") and shall be for one (1) year terminating on December 31, 2022 ("Original Term"), unless terminated earlier as set forth herein. The term of the Agreement shall automatically renew for four (4) additional one (1) year terms (each a "Renewal Term"), unless City provides Contractor written notice of non-renewal at least seven (7) days prior to expiration of the current term, or the Agreement is terminated earlier as set forth herein. In any event, the term of the Agreement, including the Original Term and any Renewal Terms shall not extend beyond December 31, 2026, without a written amendment to this Agreement.

2. SERVICES TO BE PERFORMED

2.1 Contractor shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). As a material inducement to City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and Contractor is experienced in performing the Work contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow community professional standards with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances, in performing the Work required hereunder, and that all materials will be of good quality.

2.2 Contractor shall perform all Work required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary for the Project.

2.3 With respect to the on-call Services described in Exhibit A, upon written request from the Project Administrator as defined herein, Contractor shall provide a letter proposal for Services requested by the City (hereinafter referred to as the "Letter Proposal"). The Letter Proposal shall include the following:

2.3.1 A detailed description of the Services to be provided;

2.3.2 The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

2.3.3 The estimated number of hours and cost to complete the Services;
and

2.3.4 The time needed to finish the specific project or Services.

2.4 No on-call Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Contractor shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Contractor shall perform the Services in accordance with the schedule included in Exhibit A. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Contractor to strictly adhere to the schedule set forth in Exhibit A, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Contractor shall not be responsible for delays due to causes beyond Contractor's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Contractor shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein, not later than two (2) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Contractor's control.

3.4 For all time periods not specifically set forth herein, Contractor shall respond in the most expedient and appropriate manner under the circumstances, by fax, hand-delivery or mail.

4. COMPENSATION TO CONTRACTOR

4.1 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 reference. Except as otherwise provided herein, no rate changes shall be made during the term of this Agreement without the prior written approval of City. Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items, 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. Contractor's compensation for all On-Call Services performed during the Original Term or any Renewal Term and in accordance with this Agreement, including all reimbursable items, shall not exceed **Three Million Dollars and 00/100 (\$3,000,000.00)**, without prior written amendment to the Agreement. Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items shall not exceed a total amount of **Thirteen Million One Hundred Fifty Thousand Dollars and 00/100 (\$13,150,000.00)**, without prior written amendment to the Agreement.

4.2 Upon the first anniversary of the Effective Date and upon each anniversary of the Effective Date thereafter, the billing rates set forth in Exhibit B ("Billing Rates") may be adjusted by an increase not to exceed 2.0%. Contractor shall notify City in writing of any requests for adjustment pursuant to this Section at least thirty (30) days prior to the Effective Date of such adjustment, and provide updated billing rates. Adjusted billing rates shall be approved in writing by City prior to use. The maximum adjustment increase to the Billing Rates, for any year where an adjustment is made pursuant to this Section, shall not exceed 2.0% of the Billing Rates in effect immediately preceding such adjustment.

4.3 This compensation includes:

4.3.1 Any loss or damage arising from the nature of the Work;

4.3.2 Any loss or damage arising from any unforeseen difficulties or obstructions in the performance of the Work; and

4.3.3 Any expense incurred as a result of any suspension or discontinuance of the Work, but excludes any loss resulting from earthquakes of a magnitude in excess of 3.5 on the Richter Scale and tidal waves, including tsunamis, and which loss or expense occurs prior to acceptance of the Work by City.

4.4 Contractor shall submit monthly invoices to City describing the Work performed the preceding month. Contractor's bills shall include the name and/or classification of employee who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Contractor no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.5 City shall reimburse Contractor only for those costs or expenses specifically identified in Exhibit B to this Agreement, or specifically approved in writing in advance by City.

4.6 Contractor shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with Exhibit B.

5. PROJECT MANAGER

5.1 Contractor shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Contractor has designated Mark Brower to be its Project Manager. Contractor shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Public Works Director or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Contractor in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Contractor, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Contractor's Work schedule.

8. TYPE AND INSTALLATION OF MATERIALS/STANDARD OF CARE

8.1 Contractor shall use only the standard materials described in Exhibit A in performing Services under this Agreement. Any deviation from the materials described in Exhibit A shall not be installed or utilized unless approved in advance and in writing by the Project Administrator.

8.2 All of the Services shall be performed by Contractor or under Contractor's supervision. Contractor represents that it possesses the personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Contractor certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws and legally recognized professional standards.

8.3 Contractor represents and warrants to City that it has, shall obtain and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession. Contractor shall maintain a City of Newport Beach business license during the term of this Agreement.

8.4 Contractor shall not be responsible for delay, nor shall Contractor be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Contractor's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. RESPONSIBILITY FOR DAMAGES OR INJURY

9.1 City and all officers, employees and representatives thereof and all persons and entities owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the Project or for injury to or death of any person as a result of Contractor's performance of the Services required hereunder; or for damage to property from any cause arising from the performance of the Project and/or Services by Contractor, or its subcontractors, or its workers, or anyone employed by either of them.

9.2 Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects, obstructions or from any cause arising from Contractor's Work on the Project and/or Services, or the Work of any subcontractor or supplier selected by Contractor.

9.3 To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement (collectively, the "Indemnified Parties") from and against any and all

claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Contractor's presence or activities conducted on the Project (including the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

9.4 Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

9.5 Contractor shall perform all Work in a manner to minimize public inconvenience and possible hazard, to restore other work areas to their original condition and former usefulness as soon as possible, and to protect public and private property. Contractor shall be liable for any private or public property damaged during the performance of the Work by Contractor or its agents.

9.6 To the extent authorized by law, as much of the money due Contractor under and by virtue of the Agreement as shall be considered necessary by City may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

9.7 Nothing in this Section shall be construed as authorizing any award of attorneys' fees in any action to enforce the terms of this Agreement, except to the extent provided for above.

9.8 The rights and obligations set forth in this Section shall survive the termination of this Agreement.

10. INDEPENDENT CONTRACTOR

10.1 It is understood that City retains Contractor on an independent contractor basis and Contractor is not an agent or employee of City. The manner and means of conducting the Work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Contractor or its employees. Nothing in this Agreement shall be deemed to constitute approval for Contractor or any of Contractor's employees or agents, to be the agents or employees of City. Contractor shall have the responsibility for and control over the means of performing the Work,

provided that Contractor is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Contractor as to the details of the performance of the Work or to exercise a measure of control over Contractor shall mean only that Contractor shall follow the desires of City with respect to the results of the Services.

10.2 Contractor agrees and acknowledges that no individual performing Services or Work pursuant to this Agreement shall: work full-time for more than six (6) months; work regular part-time service of at least an average of twenty (20) hours per week for one year or longer; work nine hundred sixty (960) hours in any fiscal year; or already be a CalPERS member.

11. COOPERATION

Contractor agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with Contractor on the Project.

12. CITY POLICY

Contractor shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Contractor is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit H, and incorporated herein by reference.

15. BONDING – FIXED MAINTENANCE

15.1 For all Fixed Maintenance Work as described in Exhibit A, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement: (1) a Labor and Materials Payment Bond in the amount of one hundred percent (100%) of the amount payable to the Contractor as set forth in this Agreement and in the form attached hereto as Exhibit D which is incorporated herein by this reference; and (2) a Faithful Performance Bond in the amount of one hundred percent (100%) of the total amount to be paid Contractor as set forth in this Agreement in the form attached hereto as Exhibit E which is incorporated herein by this reference.

15.2 The Labor and Materials Payment Bond and Faithful Performance Bond shall be issued by an insurance organization or surety (1) currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, (2) listed as an acceptable surety in the latest revision of the Federal Register Circular 570, and (3) assigned a Policyholders' Rating A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide: Property-Casualty.

15.3 Contractor shall deliver, concurrently with execution of this Agreement, the Labor and Materials Payment Bond and Faithful Performance Bond, a certified copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California.

16. BONDING – ON-CALL SERVICES

16.1 For any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement: (1) a Labor and Materials Payment Bond in the amount of one hundred percent (100%) of the total amount to be paid Contractor as set forth in any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), and in the form attached hereto as Exhibit F which is incorporated herein by this reference; and (2) a Faithful Performance Bond in the amount of one hundred percent (100%) of the total amount to be paid Contractor as set forth in any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), and in the form attached hereto as Exhibit G which is incorporated herein by this reference.

16.2 The Labor and Materials Payment Bond and Faithful Performance Bond shall be issued by an insurance organization or surety (1) currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, (2) listed as an acceptable surety in the latest revision of the Federal Register Circular 570, and (3) assigned a Policyholders' Rating A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide: Property-Casualty.

16.3 Contractor shall deliver, concurrently with City's approval of any Letter Proposal over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), the Labor and Materials Payment Bond and Faithful Performance Bond, a certified copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California.

17. LABOR AND PREVAILING WAGE REQUIREMENT

17.1 Contractor shall comply with all applicable provisions of State and Federal law including, applicable provisions of California Labor Code, and the Federal Fair Labor Standards Act.

17.2 Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, Contractor shall immediately give notice to City, including all relevant information.

17.3 This agreement shall be paid in accordance with Section 1770 of the California State Labor Code and in accordance with the terms of the Southern California Master Labor Agreement, which has established a prevailing rate of per diem wages to be paid in the performance of this agreement. The Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the agreement. A copy of said determination is available by calling the prevailing wage hotline number **(415) 703-4774**, and requesting one from the Department of Industrial Relations. All parties to the agreement shall be governed by all provisions of the California Labor Code Relating to prevailing wage rates (Sections 1770-7981, inclusive). The Contractor is required to obtain the wage determinations from the Department of Industrial Relations and post at the job site the prevailing rate or per diem wages. It shall be the obligation of the Contractor or any subcontractor under him/her to comply with all State of California labor laws, rules and regulations and the parties agree that the City shall not be liable for any violation thereof.

17.4 Unless otherwise exempt by law, Contractor warrants that no contractor or subcontractor was listed on the bid proposal for the Services that it is not currently registered and qualified to perform public work. Contractor further warrants that it is currently registered and qualified to perform "public work" pursuant to California Labor Code section 1725.5 or any successor statute thereto and that no contractor or subcontractor will engage in the performance of the Services unless currently registered and qualified to perform public work.

18. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred, contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Contractor is a partnership or joint-venture or syndicate or cotenancy, which shall result in changing the control of Contractor. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

19. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A. Contractor shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the

subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

20. OWNERSHIP OF DOCUMENTS

Each and every report, draft, map, record, plan, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor's expense, provide such Documents to City upon prior written request.

21. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

22. RECORDS

Contractor shall keep records and invoices in connection with the Services to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Contractor shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

23. WITHHOLDINGS

City may withhold payment to Contractor of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Contractor shall not discontinue Work as a result of such withholding. Contractor shall have an immediate right to appeal to the City Manager or his/her designee with respect to such disputed sums. Contractor shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

24. CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS

City reserves the right to employ other contractors in connection with the Project.

25. CONFLICTS OF INTEREST

25.1 Contractor or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

25.2 If subject to the Act and/or Government Code §§ 1090 et seq., Contractor shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Contractor shall indemnify and hold harmless City for any and all claims for damages resulting from Contractor's violation of this Section.

26. NOTICES

26.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

26.2 All notices, demands, requests or approvals from Contractor to City shall be addressed to City at:

Attn: Public Works Director
Public Works Department
City of Newport Beach
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658

26.3 All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

Attn: Mark Brower
Merchants Landscape Services, Inc.
1510 S. Lyon St.
Santa Ana, CA 92705

27. CLAIMS

27.1 Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Contractor's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Contractor in writing as unsettled at the time of its final request for payment. Contractor and City expressly agree that in addition to any claims filing requirements set

forth in the Agreement, Contractor shall be required to file any claim Contractor may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

27.2 To the extent that Contractor's claim is a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, the Parties agree to follow the dispute resolution process set forth therein. Any part of such "Claim" remaining in dispute after completion of the dispute resolution process provided for in Public Contract Code section 9204 or any successor statute thereto shall be subject to the Government Claims Act requirements requiring Contractor/Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor's claim is not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Contractor shall be required to file such claim with the City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

28. TERMINATION

28.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

28.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Contractor. In the event of termination under this Section, City shall pay Contractor for Services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. On the effective date of termination, Contractor shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

29. LABOR

29.1 Contractor shall conform with all applicable provisions of state and federal law including, but not limited to, applicable provisions of the federal Fair Labor Standards Act ("FLSA") (29 USCA § 201, *et seq.*).

29.2 Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, Contractor shall immediately give written notice to City, and provide all relevant information.

29.3 Contractor represents that all persons working under this Agreement are verified to be U.S. citizens or persons legally authorized to work in the United States.

29.4 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees from loss or damage, including but not limited to attorneys' fees, and other costs of defense by reason of actual or alleged violations of any applicable federal, state and local labor laws or law, rules, and/or regulations. This obligation shall survive the expiration and/or termination of the Agreement.

30. STANDARD PROVISIONS

30.1 Recitals. City and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference.

30.2 Compliance with all Laws. Contractor shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Contractor shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

30.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

30.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

30.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

30.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

30.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

30.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

30.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

30.10 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

30.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

30.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

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

Date: 11-8-21

By: 
Aaron C. Harp
City Attorney

11.08.21
dmg

ATTEST:

Date: _____

By: _____
Leilani I. Brown
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Brad Avery
Mayor

CONTRACTOR:

MERCHANTS LANDSCAPE

SERVICES, INC., a California corporation

Date: _____

By: _____
Mark Brower
Chief Executive Officer

Date: _____

By: _____
Karen Theresa Haas
Secretary

[END OF SIGNATURES]

Attachments: Exhibit A – Service Specifications
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Bid Submittal Documents
 Exhibit D – Labor and Materials Payment Bond (Fixed Maintenance)
 Exhibit E – Faithful Performance Bond (Fixed Maintenance)
 Exhibit F – Labor and Materials Payment Bond (On-Call Services)
 Exhibit G – Faithful Performance Bond (On-Call Services)
 Exhibit H – Insurance Requirements

EXHIBIT A

SERVICE SPECIFICATIONS

**CITY OF NEWPORT BEACH
PUBLIC WORKS DEPARTMENT**

SPECIFICATIONS

LANDSCAPE SERVICES FOR PARKS & FACILITIES

CONTRACT NO. 8772-1

All work necessary for the completion of this contract shall be done in accordance with these Specifications.

Contractor Licensing

For the entire duration of the contract, the Contractor must possess a California Contractor's License "C-27" and the Contractor and all Subcontractors shall possess a valid Business License issued by the City.

Scope of Work

• **INTENT**

- The intent of these specifications is to provide full and complete contract landscape maintenance at designated sites, herein described, and that such sites be kept in a healthy, weed-free, vigorous, and well-kept state at all times.

• **DESCRIPTION OF PROJECT**

- Furnish all labor, equipment, materials, and supervision to perform landscape maintenance as described herein including, but not limited to, the following:
 - Weeding, cultivating and brush control, both mechanically and chemically
 - Turfgrass weed eradication and control, both mechanically and chemically
 - Turf, shrub, and tree fertilization
 - Shrub and groundcover trimming, pruning, and training
 - Minor pruning and staking of trees under fifteen (15) feet in height
 - Irrigation programming, monitoring, maintenance, and repair
 - Water meter reading and water conservation

- General rodent, pest, and disease control on landscape planting and turf
- Mowing, verticutting, and aerifying
- General litter control, refuse removal, and grounds policing
- Plant replacement
- Hardscape cleaning
- Maintenance of sand and wood chip areas
- Access roadway clearance and visibility maintenance
- General drainage structure and system maintenance
- Drinking fountain maintenance
- Reporting vandalism, graffiti, or any safety concerns
- It shall **NOT** be the Contractor's responsibility to maintain or repair:
 - Area lighting systems
 - Fencing
 - Gates
 - Any building located at the specified site
 - Graffiti
 - Vandalism
 - Signage
 - Damage from vehicular accidents (except as extra-work)
 - Water, sewer, and electrical lines or systems, except to the extent required in the Technical Specifications
 - Trees over fifteen (15) feet in height
- **LEVEL OF MAINTENANCE**
 - All work shall be performed in accordance with the *HIGHEST INDUSTRY STANDARDS*, as stated in the maintenance specification description herein. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the sites.
 - If, in the judgment of the City, the level of maintenance is less than that specified herein, the City shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the Contractor and the City. Failure to notify of a change

and/or failure to perform an item or work on a scheduled day may, at the City's sole discretion, result in deduction of payment for that date, week, or month. Payment will be retained for work not performed until such time as the work is performed to City standard.

- The Contractor is required to correct deficiencies within the time specified by the City. If noted deficient work has not been completed, payment for subject deficiency shall be withheld for current billing period and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

- **QUALITY OF WORK AND MATERIALS**

- All material and equipment furnished by the Contractor shall be new, high-grade, and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accordance with the best standard practices. Both materials and workmanship shall be subject to the approval of the Project Administrator. All materials used shall be approved in advance by the Project Administrator.
- The actual cost of all materials passed on to the City shall be wholesale cost of the material. The wholesale cost shall be the actual cost paid by the Contractor reflecting the best price, including discounts available. Receipts shall be required for reimbursements.
 - At no time shall the cost of materials exceed retail cost from the current price list, minus the discount rates.
 - Typical costs of the irrigation parts, plant material, etc. to be submitted to the City prior to approval.
- The City reserves the right to purchase materials directly and make them available to the Contractor. In the event the City exercises the option to purchase the materials, the following conditions will apply:
 - Contractor shall conform to all City practices and procedures.
 - All City purchases will be for the sole expressed use of and for the City.
 - The Contractor shall secure, store, inventory, distribute and control all materials entrusted to the Contractor's representatives. All materials and inventories shall be made available to the City upon request.
 - The Contractor will reduce the unit cost for each maintenance task by the City's actual cost for the materials provided and used.

- **MINIMUM STAFF REQUIREMENTS**

- At minimum, Contractor shall provide, in addition to one (1) full time Supervisor, thirty-two (32) full-time positions and associated vehicles, as stated in Appendix A: Minimum Staff Requirements. The City reserves the

right to increase minimum staffing based upon additional acres being added to the Contract.

- **WORKMANSHIP AND SUPERVISION**

- The work force shall include a thoroughly skilled, experienced, and competent supervisor who shall be responsible for adherence to these Specifications. All supervisory personnel must be able to communicate effectively in English (both orally and in writing). Any order given to supervisory personnel shall be delivered to the Contractor. The supervisor assigned must be identified by name to ensure coordination and continuity.
- All hours shall be made up if there are absences to the Contractor's workforce (including sick days and vacations.) The Contractor shall provide replacements the same day where advanced notice is provided.
- Work shall be performed by competent and experienced workers. All irrigation maintenance and repairs shall be monitored by a California Landscape Contractors Association, Certified Landscape Technician-I (Irrigation).
- All pesticide operations, where required, shall be performed by a California State Licensed pest control operator through written recommendation by a California State Licensed Pest Control Advisor. The Contractor shall be responsible for compliance with all local, state, and federal laws and regulations regarding pesticide usage.
- All personnel working at the outlined areas shall be neat in appearance and in uniforms as approved by the Landscape Manager. All personnel shall wear identification badges or patches. Those employees working in or adjacent to traffic lanes shall wear safety vests, identifying that they are City of Newport Beach contractors.
- Persons employed by the Contractor who are found not to be satisfactory by the City shall be discharged or reassigned by the Contractor on fifteen (15) days' notice from the City.

- **WORKING HOURS**

- Normal working hours shall be no more than ten (10) hours per day between the hours of 7:00 a.m. and 5:00 p.m. Normal working days are Monday through Friday. Unless otherwise specified in the Specifications, no Saturday or Sunday work other than litter control and refuse collection is to be scheduled without prior written permission from the City, unless it is an emergency situation. No motorized equipment shall be operated before 8:00 a.m. or after 5:00 p.m.

- The following days shall constitute holidays under the Agreement. Any additional holidays requested shall be done so in advance and approved in writing by the City.
 - *Memorial Day*
 - *Independence Day (4th of July)*
 - *Labor Day*
 - *Thanksgiving Day*
 - *Christmas Day*
 - *New Year's Day*

- **SUPERVISION OF CONTRACT**

- All work shall meet with the approval of the Project Administrator. There shall be a minimum of a weekly meeting with the Contractor and the Project Administrator to determine progress and to establish areas needing attention. A monthly maintenance schedule will be submitted in writing to the City by the first day of said month. The supervisor of this contract shall be available to meet with the Project Administrator daily during working hours, as necessary.
- Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

- **SPECIFICATIONS**

- These specifications are intended to cover all labor, material and standards of architectural, landscaping, and mechanical workmanship to be employed in the work called for in these specifications or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work, shall be performed by the Contractor as if described in the specifications.

- **PROVISIONS FOR EXTRAS**

- No new work of any kind shall be considered an extra unless a separate estimate is given for said work and the estimate is approved in writing by the City before the work is commenced. The Contractor will be required to provide before and after photographs of safety items or emergency repairs which were made without prior City approval. Documentation of contract compliance may be required on some occasions.

- **EQUIPMENT**

- All vehicles and equipment used in conjunction with the work shall be maintained in a neat, clean, orderly manner and shall be in good working order. The Municipal Operations Deputy Director, or his authorized agent, may reject any vehicle or piece of equipment and order it removed from the job site. All vehicles assigned to the Contract shall have placards identifying that they are City of Newport Beach contractors.

- **SAFETY REQUIREMENT**

- All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public and where applicable, comply with all safety standards required by CAL-OSHA. The Landscape Manager reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract. All Contractor vehicles shall have a "W.A.T.C.H." work area traffic control manual at all times.
- The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his/her operations, and any such hazards shall be immediately reported to the Landscape Manager.

- **STREET CLOSURES, DETOURS, BARRICADES**

- Warning signs, lights, and devices shall be installed and displayed in conformity with the current edition of the "California Manual on Uniform Traffic Control Devices" (<http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/>) for use in performance of work upon highways issued by the State of California, Department of Transportation and as directed by City staff.
- If the Contractor fails to provide and install any of the signs or traffic control devices required hereby or ordered by the City staff, staff may cause such signs or traffic control devices to be placed by others, charge the costs therefore against the Contractor, and deduct the same from the next progress payment.
- Beacon lighting visible from behind the vehicle will be installed on vehicles working along City streets.

- **DISPOSAL**

- All landscape debris will be disposed of through a landscape material recycling center or reused in some manner. The Contractor shall dispose of all cuttings, weeds, leaves, trash, and other debris from the operation as work progresses. The City shall not be responsible for the disposal nor the cost of disposal. Contractor shall pay all disposal fees and provide

documentation evidence of recycling to include location, tonnage, etc. on a monthly basis to the City.

- **RECORDS**

- The Contractor shall keep accurate records concerning all of its employees or agents. The Contractor shall provide this information in an organizational chart as changes in staffing occur.
- The Contractor shall complete a monthly maintenance report indicating work performed and submit this completed report to the Project Administrator. This report should also contain a description, including staff-hours, equipment, and materials breakdowns and costs used to accomplish any additional work which the Contractor deems to be beyond the specifications of the Agreement and which has been approved by the City in accordance with the Agreement. Payment for any extra work will not be authorized unless the additional work, and costs thereof are first approved in writing by the City in accordance with the Agreement.
- The Contractor shall, within fifteen (15) days of the effective date of an executed agreement, prepare and submit a written annual maintenance calendar to the Project Administrator. This maintenance calendar shall clearly indicate all of the maintenance tasks required by this agreement and the months of the year they are scheduled to be performed. If it is necessary to make periodic revisions to this maintenance schedule, a modified calendar must be submitted to the Project Administrator for approval prior to the date the changes are to take effect.
- The Contractor shall permit the City to inspect and audit its books and records regarding City-provided services during regular business hours.

- **EMERGENCY SERVICES**

- The Contractor will provide the City with names, email addresses, and telephone numbers of at least two (2) qualified persons who can be called by City representatives when emergency maintenance conditions occur during hours when the Contractor's normal work force is not present in the City. These Contractor representatives shall respond to said emergency within thirty (30) minutes of receiving notification.

- **SPECIALTY OPERATIONS**

- Written notification of all "specialty type" maintenance operations shall be given to the City forty-eight (48) hours **prior** to each of these operations by the Contractor. "Specialty type" maintenance operations are defined as: mowing of athletic fields, fertilization, turf aerification, turf dethatching, seeding, preventive and curative application of fungicide, herbicide or any required pesticide applications, water truck operations, and plant

replacements. Positions used for specialty operations shall be in addition to those outlined in Appendix A: Minimum Staff Requirements.

- **LANDSCAPE LICENSE**

- In addition to any and all relevant City, State and Federal permits and licenses required in the Agreement, the Contractor shall hold a valid and current California C-27 License and submit a copy thereof. The Contractor must be licensed as a California State Licensed Pest Control Operator and a California State Licensed Pest Control Advisor. The name and permit number will be supplied to the City within one (1) calendar day after effective date of the contract, and any changes forwarded within twenty-four (24) hours of said change. A licensed pest control operator with a qualified application license must be provided to apply all restricted chemical materials.

- **CONTRACTOR'S OFFICE**

- Contractor is required to maintain an office within a thirty (30) minute response time of the City and provide the office with telephone and data service during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting the Contractor by mobile device.
- Unless otherwise specified by the Project Administrator, there will be no on-site storage of equipment or materials. Contractor will have full responsibility for maintaining an office and a storage facility.

- **SCHEDULES**

- Annual Schedule

- The Contractor shall provide an annual maintenance schedule indicating the time frames when items of work shall be accomplished per the performance requirements.
- The Contractor shall complete the schedule for each park and facility in a manner which shall correspond to the weekly schedules.
- The annual schedule shall be submitted for City approval within fifteen (15) calendar days after the award date of the contract.
- The Contractor shall submit revised schedules when actual performance differs substantially from planned performance.

- Monthly Schedule

- The Contractor shall submit monthly reports (Appendix H) to the Project Administrator, or designee, on a schedule previously approved by the City. Any changes or delays to that schedule shall

be noticed to the Project Administrator as soon as the change or delay is known to the Contractor.

- Contractor shall meet with the City once a month to discuss work performance, special instructions, any problems encountered and upcoming schedules.

- Weekly Schedule

- Weekly schedule forms shall be provided by the Contractor indicating the major items of work to be performed in accordance with the performance requirements and further delineate the time frames for accomplishment by day of the week and by morning and afternoon.
- The Contractor shall complete the schedule for each item of work and each area of work.
- The initial schedule shall be submitted within seven (7) calendar days after effective date of the contract. Thereafter, it shall be submitted weekly on Thursday mornings for City approval, prior to scheduling work for the upcoming week beginning the following Monday.
- Changes to the schedule shall be received by the Project Administrator at least twenty-four (24) hours prior to the scheduled time for the work.
- Failure to notify of a change and/or failure to perform an item of work on a scheduled day may, at the City's sole discretion, result in deduction of payment for that date, week or month.
- The Contractor shall adjust his/her schedule to compensate for all holidays and inclement weather days. Maintenance and litter removal shall be scheduled to account for all holidays and inclement weather days, unless otherwise indicated by the City.

- Daily Schedule

- Daily schedule shall be emailed to the Project Administrator and designees before 8:00 a.m. each workday. It shall list site locations of crews and numbers assigned at each site. Changes to daily schedule can be made verbally or by email to the Project Administrator.

- Performance on Schedule

- The Contractor has been provided the maximum latitude in establishing work schedules which correspond to its manpower and equipment resources. The Contractor has also been provided the opportunity and procedure for adjusting those schedules to meet

special circumstances. Therefore, all work shall be completed on the day scheduled, as shown on the weekly schedule.

- **PERFORMANCE DURING INCLEMENT WEATHER OR OTHER EMERGENCIES**

- During the periods when inclement weather or other reasons hinder normal operations, the Contractor shall adjust his/her work force in order to accomplish those activities that are not affected by weather.
- Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.
- The Contractor shall **immediately** notify the Project Administrator prior to removing the work force from the job site for agreement on degree of inclement weather or other reasons. If the Project Administrator cannot be reached, the Contractor shall notify the Parks Maintenance Supervisor.

- **UNDERGROUND EXCAVATIONS**

- The Contractor shall be responsible for locating all underground utility lines to insure the safety of his/her work crew and to protect, in place, existing utility equipment before commencing any excavation. Contractor shall contact the Project Administrator and Underground Service Alert (www.digalert.org) (1-800-227-2600) forty-eight (48) hours before commencing any excavation, to locate underground service lines.

- **PESTICIDES**

- The City shall maintain all documents that pertain to the use of pesticides on its property.
- Contractor shall provide the Project Administrator with all of the following in paper and electronic format:
 - A copy of Contractor's Orange County Agricultural Commissioner's "Restricted Materials Permit/Operator I.D. numbers".
 - A written "Pest Control Recommendation" for each site before Contractor uses any pesticide. Recommendation shall include a label and Material Safety Data Sheet for the pesticide proposed. Each complete set of recommendations shall be submitted in a binder (provide two (2) bound copies).
 - A "Pesticide Use Daily Record" for any site that a pesticide was used, within twenty-four (24) hours of application. Total amounts of pesticides applied shall be submitted weekly.
 - A weekly schedule indicating locations to be treated. If a restricted pesticide is going to be used, a copy of the "Notice of Intent To Use

Restricted Materials", must be submitted twenty-four (24) hours before application.

- An annual proposed pesticide list including the Environmental Protection Agency numbers and caution level of all the pesticides Contractor intends to use for this Agreement, before any such use.
- A full-time Pest Control Operator will be assigned to the contract to apply all pesticides with a State of California Qualified Applicators License or Certificate.
 - The pest control operator shall be provided a complete spray rig with a minimum one-hundred (100) gallon tank. The cost of all pesticides will be borne by the Contractor.
- The Contractor shall not use any pesticide that has not been authorized by the Project Administrator in writing.
- The Contractor shall post all applications in areas accessible by the public. The operator shall be present on treated sites until spray is dry, at which time postings shall be removed.
- The City recommends use of alternative IPM strategies to treat pest issues, when applicable.

TECHNICAL MAINTENANCE SPECIFICATIONS

• GENERAL LANDSCAPE MAINTENANCE REQUIREMENTS

- Perform all maintenance functions in accordance with the following specifications and at the frequencies indicated, unless otherwise indicated in the Appendix C: Maintenance Frequency Schedule. The City shall have the right to determine schedule days and the extent and frequency of additional as-needed services. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the listed facilities.
- Conduct all operations so as to provide maximum safety for the public and minimize disruption of the public use of City parks and facilities.
- Keep all gutters, curbs, and walks free of leaves, weeds, trash, and other debris.
- Keep sidewalks free of algae where constant runoff occurs.
- Remove leaves, weeds, trash, and other debris from landscaped areas and disposed of off-site.
- Clean sidewalks, roadways, and any other areas littered or soiled by Contractor maintenance operations.
- Maintain the premises free of debris at all times. Upon completion of any work project, the Contractor shall remove remaining excess materials, waste, rubbish, debris, and his/her construction and installation equipment from the premises. Any dirt or stains caused by the work shall be removed. Existing City trash containers shall not be used for the disposal of debris collected by the Contractor.
- Prune plant materials adjacent to roadway intersections to provide adequate sight distance for vehicles entering the intersection.
- Prune plant materials so that all traffic control signs are clearly visible to approaching drivers.
- Notify the City **immediately** of any unusual and hazardous conditions at the work site.
- Notify City within one (1) hour of malfunctioning facilities or conditions that may break, malfunction, or interrupt the public's use of City facilities.
- Provide control measures for all insects, other like pests, and diseases. Any control measures should be approved first by the Project Administrator with written recommendations from the Contractor's Pest Control Advisor. All

rodent activity shall be eradicated as soon as possible. Particular attention to burrowing rodents is necessary to protect the site.

- Remove all animal feces or other materials detrimental to human health from park areas and properly dispose **immediately**.
- Remove all broken glass and sharp objects and properly dispose **immediately**.
- Inspect all areas, benches, picnic tables, and associated park amenities daily, and maintain in a neat, clean and safe condition at all times.
- Inspect all play and sports equipment for vandalism, safety hazards and serviceability. Deficiencies shall be reported in writing **immediately** to the City.
- Clean all sand and wood chip areas abutting maintained areas when dirtied by Contractor's operations and at other times as required.
- Empty trash cans provided by the City daily, and wash after emptying (when necessary) or as determined by the Inspector. Contractor shall provide plastic liners for all trash cans at Contractor's expense.
- Keep all concrete "V" drains, to include the portion under the sidewalk, of vegetation, debris, and algae to allow unrestricted water flow.
- Clean all other drainage facilities of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to the City.
- Empty all barbecue grills of ashes and debris.

- **SPECIFIC LANDSCAPE MAINTENANCE REQUIREMENTS**

- Drainage Facilities
 - All drainage structures shall be checked and cleaned to insure consistent unrestricted water flow.
 - Any damage to structures shall be noted **immediately** to the Project Administrator.
 - Failure to properly maintain drainage systems or to notify the Project Administrator of damaged systems will result in the Contractor assuming full responsibility for the repair of drainage damage to the facility.
- Irrigation System Maintenance
 - The Contractor shall maintain the complete sprinkler system in an operable condition in those locations where operable systems exist. This includes but is not limited to controllers, backflow devices, flow

sensors, master valves, manual and remote control valves, wiring, pipes, vaults, heads, and anti-drain valves. The Contractor shall not be responsible for the water meter assembly.

- Repair and adjust all sprinkler heads to maintain proper and uniform water application. The Contractor will adhere to all State, County, and local regulations accordingly.
- Adjust water application (both manual watering and by adjusting the irrigation controllers) to compensate for changes in weather. Contractor will be responsible for damages occurring due to under-watering or over-watering.
- Contractor shall turn off irrigation systems during rains.
- All replacements to be made with original type material or as directed.
- Repair or replacement of equipment damaged as a result of Contractor's negligence **shall be replaced at the Contractor's expense.**
- Material substitutions shall be approved by the Project Administrator.
- Necessary irrigation repairs shall be made prior to the next scheduled irrigation cycle. All repairs shall be made in accordance with City standard irrigation specifications stated in Appendix E: Standard Materials.
- Irrigation programming charts will be included in monthly reports in January, April, July and October.
- Areas shall only be irrigated between 10:00 p.m. and 6:00 a.m.
- Contractor will maintain moisture sensors (if in existence) at all sites.
- Contractor will maintain master valve and flow sensors at each site. Master valves will be tested weekly and repaired as required.
- Irrigation replacement materials (old parts), such as, but not limited to: irrigation valves, UNIK controllers, steam rotors, Solenoids, Add-A-Zones and Diaphragm repair kits shall be provided to the Project Administrator for verification.
- City shall reimburse Contractor for the actual cost, plus fifteen percent (15%) of all irrigation materials installed by the Contractor in the performance of Services. Actual costs shall be the best price available to Contractor, including all applicable discounts. Contractor shall provide City with a schedule of typical costs of irrigation parts, plant materials and other commonly used items within thirty (30) days from the date of the commencement of the Agreement and within thirty (30) days of each anniversary of the Commencement Date. Contractor shall retain records reflecting the actual cost of parts or

materials used and the performance of services required by the Agreement.

- The City reserves the right to purchase materials or parts and make them available to Contractor. City shall notify Contractor of its intention to do so seven (7) days prior to Contractor's obligation to use City provided parts and/or materials. Contractor shall secure, store, inventory, distribute and control all materials or parts provided to Contractor by City. Contractor shall make all materials and inventory available to the City upon request.
- Contractor shall adopt reasonable methods during the duration of the Agreement to furnish continuous protection to City equipment and property and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, except such losses or damages as may be caused by the City's sole negligence or willful misconduct.
- Contractor shall advise the City's Project Administrator of any damage to City equipment or property **immediately** upon becoming aware of the damage.
- Contractor shall repair, at its sole cost and expense, any damage to City equipment or property caused by Contractor or its agents, employees, representatives or officers.
- Contractor shall repair damaged irrigation pipes, controllers and valves only after the City's Project Administrator has approved a written estimate of the cost of repair.
- Irrigation systems shall be thoroughly inspected by operating all control valves and checking for proper coverage, leaks, valve actuation, proper timing, and other operational conditions. However, the Contractor shall be responsible for the proper operation of the system at all times and shall provide for obvious repairs as needed. A weekly Irrigation Tracking Worksheet shall be submitted to the City inspector, specifying locations, controller numbers, date of inspection, and type of repairs made.
- Contractor shall not charge labor for any irrigation repairs, unless it is pre-approved by the City for emergency repairs on overtime.

- **WATER CONSERVATION**

- Contractor shall appoint a staff member to act as the Water Manager. The Water Manager shall have the following abilities and shall meet the following requirements:
 - Abilities
 - Meet City water restrictions and Irvine Ranch Water District (IRWD) Landscape Irrigation Guidelines and monthly water

allocations stated in Appendix G: Irvine Ranch Water District Landscape Irrigation Guidelines.

- Maintain a healthy landscape.
- Calculate evapotranspiration (ET) rates to gallons per minute (GPM).
- Maintain all parks and landscape in a usable condition (no flooding due to over-irrigation).
- Troubleshoot and diagnose irrigation systems issues, and recommend or take corrective action.

▪ Requirements

- Program all controllers according to City water restrictions and the IRWD allocation.
- Notify the Contractor or City Representative of all required repairs.
- Meet the IRWD monthly water allocations for each meter on all streetscape and park applications. The Contractor shall maintain healthy plant material, and avoid monthly IRWD penalties.

• **DAMAGES FOR WATER MANAGEMENT**

- Should the Contractor exceed the IRWD allocation, all penalty charges for water used above the allocation will be deducted from the Contractor's monthly billing.
- Deduction shall exclude all approved appeals such as mainline and control valve failures.
- The Project Administrator shall meet monthly with the Contractor's Representative and the Contractor's Water Manager to review over-allocation water billing to determine which water billing appeals are to be approved and which are to be waived.
 - The Contractor shall copy Project Administrator on all such appeals, include all meter readings, allocation calculations and proof of repairs.
 - Over-allocations that do not qualify for appeal or have not been waived will be deducted from the Contractor's monthly payment.

- **TURF MAINTENANCE**

- All turf is to be mowed once per week.
- Frequency of mowing shall be scheduled so that no more than one-third (1/3) of the height of the grass plant is removed per mowing.
- Borders shall be edged at each mowing with a walk-behind edger.
- Clippings shall be collected and removed unless otherwise directed by the City.
- Mechanically trim around sprinklers as needed to provide proper and unobstructed irrigation. The cutting of holes around sprinklers shall not be permitted.
- Chemically kill turf around trees, as needed, a maximum of six (6) inches from the tree base or as directed by the City. If a tree wound is present then hand trimming is required. A two (2) inch layer of bark mulch (approved by City) shall be maintained in this area as requested.
- Mechanically trim around vaults, posts, and other similar features.
- Mowing equipment shall be approved by the City. Equipment must be sharp and properly adjusted to avoid damage to the turf plant.
- Pick up all litter prior to mowing.
- On all baseball infields, edging shall be performed using a string line and shall use the base paths as a guide.
- Mow turf to the following heights:
 - Warm season turf grass: one-half (1/2) to one and one-quarter (1 ¼) inches.
 - Bermuda Grass: one-half (1/2) to three-quarter (3/4) inches.
 - Cool season turf including Bluegrass, Perennial Rye, Fescues: one and one-half (1 ½) inches to two and one-half (2 ½) inches.
 - Kikuya and St. Augustine turf: one and one-quarter (1 ¼) inches to one and three-quarter (1 ¾) inches.
- Mow all athletic fields using a reel-type mower, unless otherwise directed by the City. Mowing shall be scheduled to occur only on Wednesdays, Thursdays, and Fridays; and shall not conflict with public use/sport group activities.
- Vertical mowing of warm season grasses shall be done once per year in May for passive areas and August for athletic fields to allow for sufficient time for turf regeneration.

- Depth of cut shall be sufficient to remove thatch without damaging crown of turf plant.
- Cool season grasses shall be renovated to remove thatch as directed.
- All turf shall be fertilized four times per year using a homogenous, pellet or granular slow-release material. City must approve the material used. Apply at the following rates and time and/or based on soil analysis:
 - January: Mirimichi Soil Enhancer (or approved equivalent) fertilizer at 440 pounds per acre for athletic fields.
 - April: 22-3-9 (or approved equivalent) fertilizer at one pound actual nitrogen per 1,000 square feet at passive areas and athletic fields.
 - July: 21-3-5 (or approved equivalent) fertilizer at one pound actual nitrogen per 1,000 square feet at athletic fields.
 - October: 16-6-8 (or approved equivalent) fertilizer at one pound actual nitrogen per 1,000 square feet for passive areas and athletic fields.
 - Material shall be applied using a rotary-type spreader, ensuring uniform overlap. All excess fertilizer deposited on sidewalks, parking lots, and other hardscape areas shall be properly cleaned and removed.
 - The Contractor shall perform a soil fertility analysis at individual parks (up to 10) as directed by the City in the month of December and review the analysis with the Project Administrator in the month of January.
 - All materials must be approved by the Project Administrator. Quantities used must be submitted to the Project Administrator on the Monthly Fertilizer Use Report.
- Appropriate fungicide, weed control, and insecticide materials shall be applied to all turf areas throughout the year on a curative basis.
 - Turf areas must be maintained in a weed-free basis.
 - Chemical control of broadleaf weeds shall be initiated as needed on all turf.
 - The pest control applicator shall post all areas to be treated per label requirements and be present on treated sites until chemicals have dried.
- Aerate all turf areas as often as required (minimum of twice per year; in May and September). Aerate all athletic fields six (6) times per year in the months of: December, February, April, June, August and October.

- Aerate all turf with a mechanical aerator set with one-half (1/2) inch core spoons at not more than six (6) inch spacing and a minimum depth of four (4) inches.
 - Remove and dispose all cores.
 - Contractor is responsible for locating and marking all sprinkler components.
 - Topdress two times per year with approved topdress material (for athletic fields only, **immediately** following December and June aerations). For these aerations, Contractor shall use a twelve (12) inch deep tine aerator or City approved aerator depth.
 - Apply City approved, contractor supplied, perennial rye seed mix once per year in winter, at ten (10) pounds per 1,000 square feet; and Bermuda seed once per year in summer at four (4) pounds per 1,000 square feet for athletic fields. Contractor shall apply seed when topdressing takes place.
 - Apply Gypsum at twenty-five (25) pounds per 1,000 square feet to select turf areas (up to ten (10) athletic fields) one time per year as conditions dictate.
 - Apply Mirimichi Green MG-Pro at twenty (20) pounds per 1,000 square feet to select turf areas (up to ten (10) athletic fields) one time per year.
 - Contractor is responsible for damages due to aeration operations.
- Irrigate as necessary to maintain proper growth rate, optimum appearance, and the health of the turf plant.
 - Irrigation must be scheduled to avoid either under-watering or over-watering.
 - Manually water where necessary.
 - Check operation of entire irrigation system at each site weekly, or more often when conditions warrant, to insure proper operation of irrigation system.
- Control all rodent pests as necessary to provide a healthy and safe environment for turf and public.
- Visually inspect all turf areas on a weekly basis for pest, fertility, irrigation, damage, and other needs. Correct as necessary.
- Scheduling of mowing and turf care maintenance times will be approved by the City. Use by the public will dictate schedules, and noise levels will be kept to an acceptable minimum at all times.

- **GROUNDCOVER MAINTENANCE**

- All groundcover areas shall be maintained in a trimmed, weed-free condition.
- Weeds shall be removed as they appear. No hoeing or scuffling is allowed. A pre-emergent herbicide shall be applied in all shrub and groundcover beds twice per year, once in April and once in September.
- Morning glory and grass infestations shall be treated **immediately** when observed.
- Groundcover areas shall be fertilized twice per year, once in March and once in October with JTM Complete or Tri-C Humate Plus fertilizer at 10 pounds per 1000 square feet. Substitutions may be considered at the City's sole discretion.
- Trim and edge as necessary to restrict growth from encroaching on sidewalks, curbs, turf areas, roadways, or other adjacent areas and plants. Growth retardants may be used as approved by the City.
- Irrigate as required to maintain adequate growth and reasonable appearance. Manually water where necessary.
- Control pests, including insects, fungus and rodents, as necessary to maintain a healthy environment for plant growth.
- Bare groundcover areas shall be kept cultivated and raked of all debris.
- Bark mulch shall be replaced as needed and at the Contractor's expense, to ensure a layer of mulch at least two (2) inches thick at all times.

- **SHRUB, VINE AND TREE MAINTENANCE**

- Shrubs shall be maintained in a safe and reasonably trimmed appearance by proper shaping and pruning to promote the plant's natural character.
- Quarterly trim all shrubs to maintain the size and shape specified by the Project Administrator.
- Pruning shall be accomplished to maintain a natural appearance; decorative, poodle cuts, or other unnatural pruning will not be permitted. Beveled edges/no hard edges will be permitted.
- Control pests as required, including snails and insects.
- Remove all dead, diseased, or damaged branches back to a side branch. Do not leave branch stubs.

- Areas shall be fertilized twice per year, once in April and once in September with JTM Complete or Tri-C Humate Plus fertilizer at 10 pounds per 1000 square feet. Substitutions may be considered at the City's sole discretion.
- Application of an iron chelate fertilizer or balanced fertilizer shall be made as needed throughout the year to maintain a healthy, vigorous growth and foliage.
- Irrigate as required to maintain adequate growth and appearance. Manually water or water track where necessary.
- Careful attention not to prune or trim shrubs prior to blooming shall be made. At the conclusion of blooming of plants, all blooms shall be trimmed off or otherwise removed. Flower stalks on aloes, agaves, agapanthus, day lilies, morea, fountain grasses kangaroo paws and other similar plants shall be removed **immediately** after blooming or as directed by City.
- All bare shrub bed areas shall be raked weekly to remove all litter and other debris.
- Growth of woody plants shall be encouraged except where it interferes with circulation, maintenance activities, roadways, drainage facilities, fence lines, or other structures. Dead branches of plants shall be removed regularly.
- Trim plant material regularly adjacent to curbs, sidewalks, and roadways to provide for proper, unobstructed circulation.
- Bark mulch shall be replaced as needed and at the Contractor's expense, to ensure a layer of mulch at least two (2) inches thick all times.
- All plant material will be trimmed to protect public ocean views, bay views, vistas, etc. as needed or as directed by City staff.
- Weeds shall be removed as they appear. A pre-emergent herbicide shall be used twice per year where appropriate around shrubs, vines and trees, and as approved by the City.
- The Contractor is responsible for trimming all trees up to fifteen (15) feet in height. Trees shall be trimmed as necessary to maintain adequate pedestrian and vehicle traffic and to provide clearance from buildings, signs and other similar features.
 - Remove all suckers from base of trees as they develop throughout the year.
 - Stake and support trees as necessary. Staking and guying shall be as directed by the City. Staking materials shall be supplied at the Contractor's expense.

- All tree guys, ties, and stakes shall be checked regularly to avoid girdling and damage.
 - Contractor shall stake or otherwise support trees during inclement weather and remove branches and other debris generated by such weather.
 - Inspect each site for dead or dying trees, broken, cracked, or hanging branches or other hazards. **Immediately** notify the Landscape Manager if any of the above conditions exists.
 - Except for emergency removal, no tree/shrub shall be removed without prior direction or approval of the City. Trees/shrubs badly damaged and in need of replacement shall be brought to the attention of the Landscape Manager.
 - Water as required to maintain proper and vigorous growth according to variety. Manual water where necessary.
 - Tree wells shall be maintained with two (2) inch thick layer of bark mulch at Contractor's expense, as requested. Weeds shall be removed, including their roots, before they reach three (3) inches in height.
 - All trees shall be fertilized once per year with tree fertilizer spikes approved by the City.
 - All palms shall be fertilized with Palm Plus fertilizer once in March, once in June, and once in October.
- Complete pruning, heading back, lacing out, or removal will only be done at the direction of the City and at the prescribed unit price. All such pruning shall be made in accordance with current International Society of Arboricultural techniques and practices that promote the natural character of the tree.
 - All pruning shall be done with clean, sharp tools appropriate for the intended work. Cuts shall be made sufficiently close to the parent limb, without cutting into the branch collar or leaving a stub, so that closure can readily start under normal conditions.

• **HARDSCAPE MAINTENANCE**

- During each site visit, concrete (including stamped concrete) and asphalt areas, including turn pocket fingers, driveways, parking areas, sidewalks, patios, shall be checked and cleaned.
 - All expansion joints and cracks are to be maintained free of weeds.
 - Dirt, litter, and other debris must be removed on a weekly basis.
 - Inspect for safety hazards, including tripping hazards, holes, or other conditions. **Immediately** report such to the Landscape Manager.

- Vacuums, blowers, sweepers or other approved means may be used to clean hardscape areas. However, debris shall not under any circumstance be blown or otherwise swept onto adjacent streets or property. All debris must be picked up by the Contractor and removed from the site. Any equipment that is used for cleaning hardscape must be approved by the City.

- **GENERAL GROUNDS POLICING**

- The Contractor shall provide general grounds policing and inspection five (5) days per week, except general grounds policing and inspection will be seven (7) days per week from Memorial Day through Labor Day, including holidays.
- Empty trash cans provided by the City daily, and wash after emptying (when necessary) or as determined by the Inspector. Contractor shall provide plastic liners for all trash cans at Contractor's expense.
- Remove all litter and other debris from sites.
- If refuse or litter is not removed during site visit, said litter or debris will be considered an emergency and removed immediately upon notification by the City. Failure of said removal may result in deduction of payment for that date, week, or month.
- Provide safety and facility inspections and immediately report any deficiencies to the Project Administrator. Contractor shall be responsible to report below standard conditions of all structures and fixtures, including but not limited to:
 - Light standards and fixtures
 - Walls, fences, gates, park benches, gazebos
 - Signage
 - Graffiti
- All areas, benches, picnic tables, and associated park amenities shall be inspected and cleaned. Contractor shall use a wet rag to wipe these down as needed.

- **SAND/WOOD CHIP AREAS**

- These areas shall include tot lots, play areas, volleyball courts, etc.
- All sand and wood chip areas shall be cleaned and raked level, five (5) days per week, and seven (7) days per week from Memorial Day through Labor Day, including holidays.
- All areas shall be maintained weed-free.

- During the first week in April, June, August, October, December and February, all sand areas shall be rototilled to the maximum depth that will allow complete loosening of the sand but will not cause lower base materials to be mixed in with the sand. After rototilling, all areas shall be raked level.
- Sand and/or wood chips shall be replenished as necessary to maintain optimum level in each area, and final level shall be determined by the City for each area. Replacement sand shall be at least equivalent to washed plaster sand and approved by the City (standard designation of rock product suppliers to denote a type and cleanliness of sand). All additional sand or wood chips that are added shall be at the Contractor's expense.

- **SPECIALTY/SPORTS AREAS**

- These areas shall include tennis courts, handball courts, basketball courts, baseball dugouts and bleacher areas, bicycle trails, all asphalt, and concrete and decomposed granite walkways.
- All areas shall be inspected five (5) days per week, and seven (7) days per week from Memorial Day through Labor Day including holidays.
- All areas shall be maintained in a neat, clean and safe condition at all times. Areas shall be swept and/or raked and debris disposed of off-site in order to remove all deposits of silt, sand, glass, paper, leaves and other debris.
- All animal feces or other materials detrimental to human health shall be removed from the park areas immediately.
- All broken glass and sharp objects shall be removed immediately.
- On Monday and Thursday of each week, all areas shall be thoroughly cleaned by blowing or sweeping.
- All hard surface areas shall be inspected for uplifts and/or tripping hazards. All uplifts and/or tripping hazards shall be barricaded immediately and the City notified verbally within two (2) hours and by written memo within twenty-four (24) hours.
- All play and sports equipment within hardscape areas shall be inspected for vandalism, safety hazards and serviceability daily. Deficiencies shall be reported in writing immediately to the City.

- **DRINKING FOUNTAINS**

- Inspect, clean, and adjust five (5) days per week.
- Report any deficiencies to the City immediately in writing.

- **NATIVE AND DROUGHT TOLERANT PARK MAINTENANCE**

- Locations:

- Back Bay View Park, Castaways Park, Bonita Canyon Sports Park, Coastal Peak Park, Upper and Lower Buck Gully, Mesa Birch Park, Sunset Ridge Park, Harbor View Nature Park, and Big Canyon.

- These requirements are in addition to all of the preceding Technical Maintenance Specifications:

- All native and drought tolerant plant material at these sites will be maintained in their natural shape. All dead wood for natives will remain on the plant or where it has fallen.
 - The areas shall be maintained weed-free. Only manual pulling or mechanical cultivation of non-native weed species will be allowed.
 - The Contractor's maintenance personnel will be trained to distinguish weedy plant species from native or drought tolerant vegetation to ensure that only weedy species are removed.
 - All weeds will be removed manually before they can attain a height of six (6) inches or produce seeds, whichever comes first.
 - Pulled weeds will be placed in a mantilla to prevent the seeds from coming in contact with the ground and removed from the project site during the same day's maintenance.
 - For Buck Gully and Big Canyon, leaf and branch drop and organic debris from native species shall be left in place.
 - For California Meadow Sedge areas at Castaways Park and Back Bay View Park follow Turf Maintenance Specifications, unless otherwise directed by City. Wash mower, weed whip or other equipment thoroughly prior to each mow. **Apply two (2) inch layer of mulch to walkways at Castaways Park and Back Bay View Park twice per year.** Hand-pull all weeds in California Meadow Sedge areas prior to each mow; no chemical eradication will be permitted, unless prior approval from the City is granted.
 - Hand water trees without bubblers as needed. Monitor excessive summer irrigation to Oak trees at Castaways, Mesa Birch, and Coastal Peak Parks, especially those situated in California Meadow Sedge areas.
 - Where applicable, inspect rodent fencing once per week.
 - At several times during the year, especially during the rainy season (November – May), the Contractor will have to make sure there is sufficient staff to accommodate manual removal of all weeds throughout the sites. If the Contractor fails to increase staff to accommodate timely weed removal, per specifications, the City may

hire an outside Contractor to assist in weed removal and deduct these fees from the Contractor's monthly maintenance invoice.

APPENDICES

Appendix A: Minimum Staff Requirements

Appendix B: Landscape Maintenance Area Maps

Appendix C: Maintenance Frequency Schedule

Appendix D: Mandatory Mowing Schedule

Appendix E: Standard Materials

Appendix F: Maintenance Locations & Acreage

Appendix G: Irvine Ranch Water District Landscape Irrigation Guidelines

Appendix H: Required Reports

Appendix I: Extra Work Items

**APPENDIX A:
MINIMUM STAFF REQUIREMENTS**

Position	# of Employees	Work Performed	Required Vehicle(s)	Location(s)
Supervisor	1		One (1) Pickup Truck or equal	All sites
Irrigation Technician	3	Irrigation maintenance	Three (3) fully stocked trucks with irrigation controller remotes for Rainmaster	All sites EXCEPT Bonita Canyon Sports Park
Irrigation Technician	1	Irrigation maintenance	One (1) fully stocked truck with irrigation controller remote for Rainmaster	Bonita Canyon Sports Park
Mow Crew Driver	2	Mowing/turf maintenance	Two (2) crew cab truck with trailers	All sites
Mow Crew Laborers	4			
Mow Crew Driver	1	Mowing/turf maintenance	Truck with trailer and 7-Gang Reel Mower	Athletic Fields
Leadworker	1	Detailed Maintenance	Crew cab truck	CDM Area
Detailed Maintenance Worker	4			
Leadworker	1		Crew cab truck	Eastbluff and Westcliff Areas
Detailed Maintenance Worker	2			
Leadworker	1		Crew cab truck	Peninsula Area
Detailed Maintenance Worker	2			
Leadworker	1		Crew cab truck	Marina Park and Sunset Ridge/View Parks
Detailed Maintenance Worker	2			

Leadworker	1		Truck or utility vehicle	Bonita Canyon Sports Park
Detailed Maintenance Worker	2			
Refuse Drivers	3	General litter control, refuse removal, and grounds policing	Three (3) One-ton stake bed trucks	All Contract sites
Pest Control Applicator	1	Pest control operations	One (1) fully-stocked spray truck with a minimum 100-gallon tank	All Contract sites
Total Employees Required	33	Total Vehicles Required	17	All City Locations

APPENDIX B: LANDSCAPE MAINTENANCE AREA MAPS

To view a map of the City, along with a majority of facilities and parks highlighted, please visit the City of Newport Beach webpage link below:

https://nbgis.newportbeachca.gov/gispub/MapCatalog/pdf_maps/C-8772-1_Atlas%202021.pdf

**Note: this map does not include all areas to be maintained by this agreement. The map is simply a guideline to understand the scope and distance in which the Contractor will be required to perform. It is the Contractor's responsibility to research all areas proposed for maintenance under this scope.*

APPENDIX C:
MAINTENANCE FREQUENCY SCHEDULE

FUNCTION	FREQUENCY
Irrigation Maintenance Hand watering Operational Inspection Program Irrigation Controllers Test Master Valves	Minimum twice a week at Goldenrod Foot Bridge Geranium Planters Weekly Weekly Weekly
Turf Maintenance Visual Inspection Mowing Clipping Removal Edging Trimming Fertilize Aerate Topdress Application with approved perennial rye seed (winter) and Bermuda seed (summer) Vertical Mow Thatch Removal Gypsum Application Mirimichi Application Pest and Weed Control	Weekly Weekly At each mowing At each mowing, as-needed for Sports Fields At each mowing Four times/year * See scope for schedule Twice/year, six times/year for Sports Fields Twice/year for Sports Fields Once/year Once/year Once/year for select turf sites Once/year for select turf sites As needed
Groundcover Maintenance Visual Inspection Trim Fertilize with JTM Pre-emergent Application Pest and Weed control	Weekly Monthly Twice/year Twice/year As needed
Shrub, Vine, and Tree Maintenance Visual Inspection Rake Restake/Check Trim Fertilize with JTM or TRI-C and Palm Plus	Weekly Weekly Each site visit/every two weeks min. Four times/year Twice/year - Once/year for trees –three/year for palm trees
Hardscape Maintenance	Five days/ week, Seven days/ week Memorial Day through Labor Day

Grounds Policing (Including Sand/Wood Chip Areas, Specialty/Athletic Areas, and Park Amenities) Visual Inspection Litter Removal	 Five days/week, Seven days/week Memorial Day through Labor Day Five days/week, Seven days/week Memorial Day through Labor Day
Sand/Wood Chip Area Maintenance Rototill Sand Replenish	 Six times/year As needed
Specialty/Sports Area Maintenance Sweep or Blow	 After each mow
Drinking Fountain Maintenance Inspect Clean Adjust	 Five/week Five/week Five/week
Site Inspection	 Five days/ week, Seven days/ week Memorial Day through Labor Day

**APPENDIX D:
MANDATORY MOWING SCHEDULE**

Before 9:00 AM	Before 10:00 AM	After 1:00 PM	After 1:30 PM
38th St. Park	Peninsula Park	Buffalo Hills Park Sports Fields	Lincoln Athletic Center
Newport Pier Plaza	West Jetty View		
State Beach	West Newport Park		
Ocean Blvd. Bluffs	Ensign View Park		
All Libraries	Irvine Terrace Park		
All Fire Stations	Balboa Island Park		
All Play Areas	San Joaquin Hills Park		
	San Miguel Park		
	Begonia Park		

APPENDIX E: STANDARD MATERIALS

All materials used in maintenance must conform to the products listed below. Any deviation from the approved list must be approved by the City of Newport Beach before installation. Any item not mentioned in the Standard Materials list must be approved by the Project Administrator.

- **TURF FERTILIZERS, ETC.**

- All commercial fertilizers must be homogenous.
- All organic fertilizers must have lowest salinity rate possible.
- No steer or chicken manure is allowed.
- All fertilizers, planting medium, humus material, etc. must be City approved.

- **PLANTING**

- All selection and condition of the plant material of plant stock, seed, sod, trees, shrubs, annuals and perennials, flowers, and groundcovers must be approved by the Project Administrator before planting.
- All shrubs and trees shall be planted with approved soil amendment.
- All trees shall be planted with root barriers, tree stakes, and ties.
- Hand-spread and rake in City Supplied seed in Native Park areas.

- **PESTICIDES**

- Roundup or equivalent
- Fusilade or equivalent
- Snapshot, Dimension or equivalent
- Talstar or equivalent
- Merit or equivalent
- All pesticides proposed to be used must be submitted to City with application location and written recommendation from the Contractor's Pest Control Advisor prior to use. All materials must be properly labeled and certified for intended use. Proper and legal disposal of any and all pesticides used is solely the responsibility of the Contractor. All state, county, and city laws regarding pesticide use and disposal must be followed.

STANDARD IRRIGATION MATERIALS LIST:

- **HEADS**

- Toro 570Z-PRX-COM with Precision Series Spray Nozzle (small turf areas)
- Rain Bird 3500 (small / medium turf areas)
- Rain Bird 5000 (medium turf areas)
- Toro TR50XT (medium/large turf)
- Toro TR70XTP or Toro 2001 (large turf areas)
- Toro 570-PRXCOM with Precision Series Rotating Nozzle (slopes & groundcover areas)

- **CONTROLLER**

- Rain Master Evolution DX3 irrigation controller with flow, cellular & antenna

- **DRIP AND SPECIALIZED LOW-VOLUME IRRIGATION**

- Rain Bird Xerigation
- Landscape Drip
- Rain Bird XCZ-100-PRF Drip Zone Kit
- Rain Bird XF Drip lines – 0.9 GPH, 12 inch spacing
- Toro Precision Series Rotating Nozzle

- **BATTERY-POWERED IRRIGATION**

- Toro DDCWP Battery-Powered Controller/ IBOC
- Hunter XC Hybrid Solar-Powered Controller

- **MISCELLANEOUS**

- Febco 825Y RP Backflow Device
- Spears # DS-100 Dri-Splice Connectors with crimp sleeves
- Spears # DS-300 Dri-Splice Sealant
- Rain Bird #44 or #33 Quick Coupler Valve with Vinyl Cover
- Griswold DW Series Valve (Control Valve)
- Griswold DW Series Valve with DC latching solenoid (use with battery powered controller)
- Griswold 2160 Solenoid Valve (Normally Open Master Valve)
- Griswold 2000 Solenoid Valve (Normally Closed Master Valve)
- Matco 754 Series Full Port Ball Valve
- Schedule 40 PVC Lateral Pipes
- Class 315 Main Supply Pipe (2" and larger)
- Schedule 40 PVC Main Supply Pipe (1-1/2" and smaller)
- Rectangle Valve Box-Plastic-18"L x 12"W x 12"D
- Round Valve Box-Plastic-10"
- Control Wire- U.F. 600-Volt Direct Burial Copper with PVC Insulation.
- Rain Master EVFM Flow Sensor
- DC Latching Solenoid for Griswold DW Series Valve

APPENDIX F: MAINTENANCE LOCATIONS & ACREAGE

FULL LANDSCAPE MAINTENANCE LOCATIONS & ACREAGE					
Location	Address	Acreage (Non-Athletic)	Acreage (Athletic Fields)	Total Acreage	Square Footage
"A" Street Pump Station	815 E Bay Ave	0.03		0.03	1,437.07
38th Street Park	3600 Balboa Blvd	0.81		0.81	35,076.40
Arroyo Park	114 Bayswater, Bison Ave. at Bayswater	5.46	2.82	8.28	360,549.51
Back Bay View Park	1900 Back Bay Dr, Jamboree and Coast Hwy	10.76		10.76	468,512.40
Balboa Island Park	115 Agate Ave.	0.26		0.26	11,395.52
Balboa Yacht Basin	829 Harbor Island Drive	1.72		1.72	75,034.13
Bayside Drive	Bayside Dr. between Carnation and Marguerite	3.98		3.98	173,288.47
Bayview	Mesa Dr and Bay View Ave	2.10		2.10	91,611.59
Begonia	Begonia Ave and First Ave	2.22		2.22	96,814.80
Big Canyon Phase I		7.20		7.20	313,812.19
Bob Henry	900 Dover Dr, 16th Street and Dover Dr.	3.36	1.98	5.34	232,476.42
Bolsa	Bolsa Ave and Old Newport Blvd.	0.21		0.21	9,132.46
Bonita Canyon Sports Park	1990 Ford Rd	36.40	6.18	42.58	1,854,815.82
Bonita Creek Park	3010 La Vida	11.39	1.82	13.21	575,548.61
Buck Gully & Fifth	Poppy and Fifth	0.74		0.74	32,258.54
Buffalo Hills	1891 Port Provence Pl	13.17	4.07	N	751,215.99
Castaways Park	700 Dover Dr	15.90		15.90	692,735.93
Channel Place	4400 Channel Pl	1.31		1.31	56,867.05
China Cove Ramp	Ocean Blvd and Fernleaf	0.35		0.35	15,383.53
Cliff Drive	301 Riverside Ave	5.46		5.46	237,627.01
Coastal Peak Park	20403 East Coastal Peak	6.97	4.27	11.24	489,639.77
Corona Del Mar District Tree Wells and Centennial Plaza		0.10		0.10	4,274.15
Corona Del Mar Library/Fire Station	420 Marigold	0.42		0.42	18,161.69
Corona Del Mar State Beach	3001 Ocean Blvd	8.68		8.68	377,964.81
Eastbluff	2401 Vista Del Oro	11.28	1.46	12.74	554,871.26

Fire Station #1/Balboa Library	100-110 Balboa Blvd E	0.36		0.36	15,602.16
Fire Station #2	475 32nd St	0.10		0.10	4,561.62
Fire Station #2 (New)	2807 NEWPORT BLVD	0.23		0.23	9,808.33
Fire Station #4	124 Marine Ave	0.02		0.02	849.25
Fire Station #6	1348 Irvine Ave	0.05		0.05	2,134.66
Fire Station #7	1971 Mesa Dr	2.11		2.11	92,028.80
Ford Road Turf Median		0.89		0.89	38,871.67
Galaxy View Park	1398 Galaxy Dr	1.01		1.01	44,072.80
Goldenrod Footbridge		0.08		0.08	3,377.76
Grant Howald	3000 Fifth Ave	7.29	1.71	8.99	391,748.47
Harbor View Nature	San Miguel Dr, east of Pacific View Dr -	10.09		10.09	439,617.48
Inspiration Point		1.45		1.45	63,316.59
Irvine Terrace	721 Evita Dr	4.96	2.74	7.69	335,131.74
Jasmine View	Harbor View Dr and Marguerite Ave	1.08		1.08	46,991.19
John Wayne Park	2501 Cliff Dr	2.13		2.13	92,954.87
Kings Road	1801 Kings Rd	0.44		0.44	19,046.81
L Street Park	327 L St	0.41		0.41	17,798.34
Lido Park	Via Lido and Lafayette Ave	0.62		0.62	27,030.43
Lincoln Athletic Center	3101 Pacific View D	7.31	4.35	11.66	508,075.39
Little Corona		0.77		0.77	33,683.43
Lookout Point	Ocean Blvd.	0.42		0.42	18,273.41
Lower Buck Gully	214 Glen Dr	2.14		2.14	93,362.66
Lower Castaways		4.13		4.13	180,053.65
Manning Tract	2001 W Newport Hills Dr	1.64		1.64	71,284.32
Marina Park	1600 Balboa Blvd W	6.62		6.62	288,422.79
Mariners	1300 Irvine Ave	4.88	1.46	6.34	276,188.56
Mesa Birch	2081 Mesa Dr	0.85		0.85	37,197.55
Miramar Park		0.07		0.07	3,019.25
M-Street Park		0.06		0.06	2,619.67
Newport Island Park	3809 Marcus Ave	0.27		0.27	11,601.20
Newport Shores	220 61st St	0.30		0.30	13,165.50
Ocean Blvd Bluffs	Ocean Blvd from Bayview to Poppy Ave	2.70		2.70	117,517.33
Old School	Dahlia Ave and Fourth Ave	0.82		0.82	35,564.80
Peninsula	A St and Ocean Front E	1.60	3.04	4.65	202,402.72
Police Department/Fire Station #3	868-870 Santa Barbara Dr	2.90		2.90	126,395.88
Rhine Wharf		0.27		0.27	11,815.15
San Joaquin Hills	1550 Crown Dr N	4.07		4.07	177,245.51

San Miguel	San Miguel Dr and Spyglass Hill Rd	5.12	2.29	7.41	322,638.05
Spyglass Hill Park	Spyglass Hill Rd and El Capitan Dr	1.53		1.53	66,446.58
Spyglass Hill Reservoir	21 Muir Beach Cir	1.03		1.03	44,841.49
Sunset Ridge Park		8.73	4.91	13.65	594,386.73
Sunset View	Superior Ave, north of Coast Hwy W	1.22		1.22	53,014.83
Superior Parking Lot		3.46		3.46	150,569.85
Veteran's Memorial	215 15th St	0.39		0.39	16,871.79
West Jetty	2300 Channel Rd	0.47		0.47	20,632.55
West Newport Park	Seashore Dr and Prospect St	6.46		6.46	281,221.25
Westcliff	Polaris Dr and Morning Star Ln	3.01		3.01	131,195.80
	TOTALS	256.85	43.08	282.69	13,065,155.79

APPENDIX G: IRVINE RANCH WATER DISTRICT LANDSCAPE IRRIGATION GUIDELINES

Water used for irrigation will be supplied by the Irvine Ranch Water District (IRWD). It is the responsibility of the Contractor to understand the water usage rate tiers based on allocation and to periodically review the IRWD guidelines, as they are updated on a regular basis.

Irvine Ranch Water District Landscape Irrigation Information

<http://www.irwd.com/customer-care/understanding-your-bill/landscape-irrigation-rates.html>

Landscape Irrigation Schedule of Rates and Charges

<http://www.irwd.com/assets/files/Financial%20Files/RatesandCharges-Current.pdf>

Explanation of Bill

http://www.irwd.com/assets/files/Customer%20Service/Your_Bill_Explained_7.12.pdf

Meter and Allocation Log

[http://www.irwd.com/assets/files/Conservation/MeterAllocLog\[1\].pdf](http://www.irwd.com/assets/files/Conservation/MeterAllocLog[1].pdf)

Using the Meter and Allocation Log

<http://www.irwd.com/assets/files/Conservation/usinglog.pdf>

Landscape Irrigation Adjustment Request Form

http://www.irwd.com/assets/files/Conservation/LANDSCAPE%20IRRIGATION%20ADJUSTMENT%20REQUEST%20FORM_FINAL.pdf

Instructions for Completing Landscape Irrigation Adjustment Request Form

<http://www.irwd.com/assets/files/Conservation/INSTRUCTIONS.pdf>

Suggested Weekly Schedule for Spray-Head Irrigation

<http://www.irwd.com/alwayswatersmart/weekly-irrigation-schedule.html>

APPENDIX H: REQUIRED REPORTS

- **Daily**
 - Daily email with site locations of crews and numbers assigned at each site.
- **Weekly**
 - Weekly Maintenance Schedule, including approved extra work and chemical use schedules.
 - Weekly Master Valve/Flow Sensor inspection checklist.
 - Weekly Performance Report.
 - Weekly irrigation inspection check list (to include controller and site inspection for all sites and a list of any repairs required). A weekly Irrigation Tracking Worksheet shall be submitted to the Project Administrator, specifying locations, controller numbers, date of inspection, and type of repairs made.
 - Weekly schedule of pesticide applications.
- **Monthly**
 - Monthly Chemical Use Report (As sent to the County Agriculture Commission), daily as needed for certain applications.
 - Monthly Fertilizer Use Report.
 - Monthly maintenance inspection list for all sites, performed by the Contractor supervisor.
 - Required tailgate safety meeting records, include with Monthly Maintenance Report.
 - Monthly pest control inspection for all sites conducted by a Qualified Licensed Applicator.
 - Monthly maintenance report which includes Monthly Greenwaste Report.
- **Quarterly**
 - Irrigation controller programming charts, submitted quarterly (January, April, July, October).
- **Annually**
 - Annual Maintenance Schedule which includes: Organization chart, mow and trash schedules, once per year submittal.
 - Annual pesticide safety training records.
 - Annual Proposed Pesticide List with EPA numbers, Pesticide Recommendations, Labels and Material Safety Data Sheets.

APPENDIX I: EXTRA WORK ITEMS

Function	Unit
<i>Turf</i>	
Aerify	1,000 Square Feet
Dethatch/Renovate	Acre
Edge	1,000 Linear Feet
Fertilize	1,000 Square Feet
Gypsum Application at 25lbs	1,000 Square Feet
Mow (Reel Blade)	1,000 Square Feet
Mow (Rotary Blade)	1,000 Square Feet
Top Dress only	1,000 Square Feet
<i>Hardscape</i>	
Cleaning	1,000 Square Feet
Power-washing	1,000 Square Feet
<i>Groundcovers</i>	
Fertilize	1,000 Square Feet
<i>Pest Control</i>	
General Weed Control Post Emergent	1,000 Square Feet
Pre-Emergent/turf or planter	1,000 Square Feet
Tree disease/insect foliar spray	Tree
Tree disease/insect root injections	Tree
<i>Shrub Pruning/Removals</i>	
Pruning	10 Linear Feet
Removals	10 Linear Feet
<i>Full Tree Pruning/Removals</i>	
Pruning	Tree
Removals	Tree
<i>Planting</i>	
1 Gal. Shrub	Each
5 Gal. Shrub	Each
15. Gal Shrub	Each
15. Gal Tree	Each
24 in. Box Tree	Each
36 in. Box Tree	Each
64 Count Flat Groundcover	Flat
16 Count 4 in. Flat Annual Color	Flat
Turf - Seed and Top Dress	1,000 Square Feet
Turf - Sod	1,000 Square Feet
Hand-spread and rake in City Supplied Seed	1,000 Square Feet
<i>Labor</i>	

Landscape Supervisor	Hour
Pest Control Applicator	Hour
Irrigation Technician	Hour
Landscape Maintenance Leadworker/Driver	Hour
Equipment Operator	Hour
Detailed Maintenance Worker	Hour
Tree Trimmer	Hour
<i>Equipment</i>	
1-Ton Truck	Day
<i>Mulching</i>	
0-2 in. Mulch at 2 in. layer	Per Yard
<i>Greenwaste</i>	
Disposal/Recycling	Ton

EXHIBIT B

SCHEDULE OF BILLING RATES

FULL LANDSCAPE MAINTENANCE LOCATIONS & ACREAGE

PARK	ADDRESS	Acreage (Non- Athletic)	Acreage (Athletic Fields)	Total Acreage	Square Footage	Monthly Amount	Annual Amount
"A" Street Pump Station	815 E Bay Ave	0.03		0.03	1,437.07	\$ 72.00	\$ 864.00
38th Street Park	3600 Balboa Blvd	0.81		0.81	35,076.40	\$ 702.00	\$ 8,424.00
Arroyo Park	114 Bayswater, Bison Ave. at Bayswater	5.46	2.82	8.28	360,549.51	\$ 3,925.00	\$ 47,100.00
Back Bay View Park	1900 Back Bay Dr, Jamboree and Coast Hwy	10.76		10.76	468,512.40	\$ 6,330.00	\$ 75,960.00
Balboa Island Park	115 Agate Ave.	0.26		0.26	11,395.52	\$ 200.00	\$ 2,400.00
Balboa Yacht Basin	829 Harbor Island Drive	1.72		1.72	75,034.13	\$ 1,100.00	\$ 13,200.00
Bayside Drive	Bayside Dr. between Carnation and Marguerite	3.98		3.98	173,288.47	\$ 1,820.00	\$ 21,840.00
Bayview	Mesa Dr and Bay View Ave	2.10		2.10	91,611.59	\$ 1,236.00	\$ 14,832.00
Begonia	Begonia Ave and First Ave	2.22		2.22	96,814.80	\$ 1,307.00	\$ 15,684.00
Big Canyon Phase I		7.20		7.20	313,812.19	\$ 2,355.00	\$ 28,260.00
Bob Henry	900 Dover Dr, 15th Street and Dover Drive	3.36	1.98	5.34	232,476.42	\$ 3,075.00	\$ 36,900.00
Bolsa	Bolsa Ave and Old Newport Blvd.	0.21		0.21	9,132.46	\$ 180.00	\$ 2,160.00
Bonita Canyon Sports Park	1990 Ford Rd	36.40	6.18	42.58	1,854,815.82	\$ 23,200.00	\$ 278,400.00
Bonita Creek Park	3010 La Vida	11.39	1.82	13.21	575,548.61	\$ 6,875.00	\$ 82,500.00
Buck Gully & Fifth	Poppy and Fifth	0.74		0.74	32,258.54	\$ 565.00	\$ 6,780.00
Buffalo Hills	1891 Port Provence Pl	13.17	4.07	17.25	751,215.99	\$ 10,950.00	\$ 131,400.00
Castaways Park	700 Dover Dr	15.90		15.90	692,735.93	\$ 6,650.00	\$ 79,800.00
Channel Place	4400 Channel Pl	1.31		1.31	56,867.05	\$ 710.00	\$ 8,520.00
China Cove Ramp	Ocean Blvd and Fernleaf	0.35		0.35	15,383.53	\$ 310.00	\$ 3,720.00
Cliff Drive	301 Riverside Ave	5.46		5.46	237,627.01	\$ 3,330.00	\$ 39,960.00
Coastal Peak Park	20403 East Coastal Peak	6.97	4.27	11.24	489,639.77	\$ 6,980.00	\$ 83,760.00
Corona Del Mar District Tree Wells and	Centennial Plaza	0.10		0.10	4,274.15	\$ 215.00	\$ 2,580.00
Corona Del Mar Library/Fire Station	420 Marigold	0.42		0.42	18,161.69	\$ 185.00	\$ 2,220.00
Corona Del Mar State Beach	3001 Ocean Blvd	8.68		8.68	377,964.81	\$ 3,025.00	\$ 36,300.00
Eastbluff	2401 Vista Del Oro	11.28	1.46	12.74	554,871.26	\$ 7,250.00	\$ 87,000.00
Fire Station #1/Balboa Library	100-110 Balboa Blvd E	0.36		0.36	15,602.16	\$ 390.00	\$ 4,680.00
Fire Station #2	475 32nd St	0.10		0.10	4,561.62	\$ 95.00	\$ 1,140.00
Fire Station #2 (New)	2807 NEWPORT BLVD	0.23		0.23	9,808.33	\$ 195.00	\$ 2,340.00
Fire Station #4	124 Marine Ave	0.02		0.02	849.25	\$ 55.00	\$ 660.00
Fire Station #6	1348 Irvine Ave	0.05		0.05	2,134.66	\$ 110.00	\$ 1,320.00
Fire Station #7	1971 Mesa Dr	2.11		2.11	92,028.80	\$ 1,380.00	\$ 16,560.00
Ford Road Turf Median		0.89		0.89	38,871.67	\$ 1,170.00	\$ 14,040.00
Galaxy View Park	1398 Galaxy Dr	1.01		1.01	44,072.80	\$ 880.00	\$ 10,560.00
Goldenrod Footbridge		0.08		0.08	3,377.76	\$ 170.00	\$ 2,040.00
Grant Howald	3000 Fifth Ave	7.29	1.71	8.99	391,748.47	\$ 5,150.00	\$ 61,800.00
Harbor View Nature	San Miguel Dr, east of Pacific View Dr -	10.09		10.09	439,617.48	\$ 4,100.00	\$ 49,200.00
Inspiration Point		1.45		1.45	63,316.59	\$ 635.00	\$ 7,620.00
Irvine Terrace	721 Evita Dr	4.96	2.74	7.69	335,131.74	\$ 4,350.00	\$ 52,200.00
Jasmine View	Harbor View Dr and Marguerite Ave	1.08		1.08	46,991.19	\$ 590.00	\$ 7,080.00
John Wayne Park	2501 Cliff Dr	2.13		2.13	92,954.87	\$ 1,165.00	\$ 13,980.00
Kings Road	1801 Kings Rd	0.44		0.44	19,046.81	\$ 390.00	\$ 4,680.00
L Street Park	327 L St	0.41		0.41	17,798.34	\$ 320.00	\$ 3,840.00
Lido Park	Via Lido and Lafayette Ave	0.62		0.62	27,030.43	\$ 540.00	\$ 6,480.00
Lincoln Athletic Center	3101 Pacific View D	7.31	4.35	11.66	508,075.39	\$ 6,150.00	\$ 73,800.00
Little Corona		0.77		0.77	33,683.43	\$ 450.00	\$ 5,400.00
Lookout Point	Ocean Blvd.	0.42		0.42	18,273.41	\$ 230.00	\$ 2,760.00
Lower Buck Gully	214 Glen Dr	2.14		2.14	93,362.66	\$ 1,175.00	\$ 14,100.00
Lower Castaways		4.13		4.13	180,053.65	\$ 1,970.00	\$ 23,640.00
Manning Tract	2001 W Newport Hills Dr	1.64		1.64	71,284.32	\$ 715.00	\$ 8,580.00
Marina Park	1600 Balboa Blvd W	6.62		6.62	288,422.79	\$ 3,610.00	\$ 43,320.00
Mariners	1300 Irvine Ave	4.88	1.46	6.34	276,188.56	\$ 3,875.00	\$ 46,500.00
Mesa Birch	2081 Mesa Dr	0.85		0.85	37,197.55	\$ 375.00	\$ 4,500.00
Miramar Park		0.07		0.07	3,019.25	\$ 155.00	\$ 1,860.00
M-Street Park		0.06		0.06	2,619.67	\$ 131.00	\$ 1,572.00
Newport Island Park	3809 Marcus Ave	0.27		0.27	11,601.20	\$ 232.00	\$ 2,784.00
Newport Shores	220 61st St	0.30		0.30	13,165.50	\$ 395.00	\$ 4,740.00
Ocean Blvd Bluffs	Ocean Blvd from Bayview to Poppy Ave	2.70		2.70	117,517.33	\$ 1,610.00	\$ 19,320.00
Old School	Dahlia Ave and Fourth Ave	0.82		0.82	35,564.80	\$ 495.00	\$ 5,940.00
Peninsula	A St and Ocean Front E	1.60	3.04	4.65	202,402.72	\$ 2,415.00	\$ 28,980.00
Police Department/Fire Station #3	868-870 Santa Barbara Dr	2.90		2.90	126,395.88	\$ 1,580.00	\$ 18,960.00
Rhine Wharf		0.27		0.27	11,815.15	\$ 180.00	\$ 2,160.00
San Joaquin Hills	1550 Crown Dr N	4.07		4.07	177,245.51	\$ 1,760.00	\$ 21,120.00
San Miguel	San Miguel Dr and Spyglass Hill Rd	5.12	2.29	7.41	322,638.05	\$ 3,875.00	\$ 46,500.00
Spyglass Hill Park	Spyglass Hill Rd and El Capitan Dr	1.53		1.53	66,446.58	\$ 700.00	\$ 8,400.00
Spyglass Hill Reservoir	21 Muir Beach Cir	1.03		1.03	44,841.49	\$ 500.00	\$ 6,000.00
Sunset Ridge Park		8.73	4.91	13.65	594,386.73	\$ 6,125.00	\$ 73,500.00
Sunset View	Superior Ave, north of Coast Hwy W	1.22		1.22	53,014.83	\$ 530.00	\$ 6,360.00
Superior Parking Lot		3.46		3.46	150,569.85	\$ 1,505.00	\$ 18,060.00
Veteran's Memorial	215 15th St	0.39		0.39	16,871.79	\$ 675.00	\$ 8,100.00
West Jetty	2300 Channel Rd	0.47		0.47	20,632.55	\$ 825.00	\$ 9,900.00
West Newport Park	Seashore Dr and Prospect St	6.46		6.46	281,221.25	\$ 4,050.00	\$ 48,600.00
Westcliff	Polaris Dr and Morning Star Ln	3.01		3.01	131,195.80	\$ 1,980.00	\$ 23,760.00
TOTALS		256.85	43.08	299.94	13,065,155.79	\$ 162,500.00	\$ 1,950,000.00

EXTRA WORK ITEMS		
Function	Unit	Bid Amount
<i>Turf</i>		
Aerify	1,000 Square Feet	\$ 5.75
Dethatch/Renovate	Acre	\$ 500.00
Edge	1,000 Linear Feet	\$ 4.00
Fertilize	1,000 Square Feet	\$ 4.60
Gypsum Application at 25lbs	1,000 Square Feet	\$ 8.00
Mow (Reel Blade)	1,000 Square Feet	\$ 11.50
Mow (Rotary Blade)	1,000 Square Feet	\$ 4.50
Top Dress only	1,000 Square Feet	\$ 41.00
<i>Hardscape</i>		
Cleaning	1,000 Square Feet	\$ 10.00
Power-washing	1,000 Square Feet	\$ 10.00
<i>Groundcovers</i>		
Fertilize	1,000 Square Feet	\$ 5.75
<i>Pest Control</i>		
General Weed Control Post Emerg	1,000 Square Feet	\$ 8.00
Pre-Emergent/turf or planter	1,000 Square Feet	\$ 6.50
Tree disease/insect foliar spray	Tree	\$ 65.00
Tree disease/insect root injections	Tree	\$ 75.00
<i>Shrub Pruning/Removals</i>		
Pruning	10 Linear Feet	\$ 8.00
Removals	10 Linear Feet	\$ 30.00
<i>Full Tree Pruning/Removals</i>		
Pruning	Tree	\$ 80.00
Removals	Tree	\$ 250.00
<i>Planting</i>		
1 Gal. Shrub	Each	\$ 9.00
5 Gal. Shrub	Each	\$ 25.00
15. Gal Shrub	Each	\$ 70.00
15. Gal Tree	Each	\$ 125.00
24 in. Box Tree	Each	\$ 295.00
36 in. Box Tree	Each	\$ 750.00
64 Count Flat Groundcover	Flat	\$ 28.00
16 Count 4 in. Glat Annual Color	Flat	\$ 25.00
Turf - Seed and Top Dress	1,000 Square Feet	\$ 80.00

Turf - Sod	1,000 Square Feet	\$ 1,250.00
Hand-spread and rake in City Supp	1,000 Square Feet	\$ 5.00
<i>Labor</i>		
Landscape Supervisor	Hour	\$ 60.00
Pest Control Applicator	Hour	\$ 48.00
Irrigation Technician	Hour	\$ 48.00
Landscape Maintenance Leadwork	Hour	\$ 32.00
Equipment Operator	Hour	\$ 32.00
Detailed Maintenance Worker	Hour	\$ 30.00
Tree Trimmer	Hour	\$ 52.00
<i>Equipment</i>		
1-Ton Truck	Day	\$ 145.00
<i>Mulching</i>		
0-2 in. Mulch at 2 in. layer	Per Yard	\$ 48.00
<i>Greenwaste</i>		
Disposal/Recycling	Ton	\$ 90.00

EXHIBIT C

BID SUBMITTAL DOCUMENTS

Proposal for
CITY OF NEWPORT BEACH
Landscape Services for
Parks and Facilities

Due Date: October 21, 2021
Time: 2:00pm

Submitted By:



merchants
landscape services, inc.

1510 S. Lyon St.
Santa Ana, CA 92705
800-645-4881
Fax 714-972-3185

Contact
Edgar Valdovinos
edgar@merchantslandscape.com

City of Newport Beach

LANDSCAPE SERVICES FOR PARKS & FACILITIES

CONTRACT NO. 8772-1

INSTRUCTIONS TO BIDDERS

1. The following documents shall be completed, executed, uploaded and received by the City Clerk via PlanetBids in accordance with NOTICE INVITING BIDS:

INSTRUCTIONS TO BIDDERS

BIDDER'S BOND (*Original copies must be submitted to the City Clerk's Office in Sealed Envelope*)

DESIGNATION OF SUBCONTRACTORS ACKNOWLEDGEMENT (*Subcontractor information to be submitted via PlanetBids*)

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

INFORMATION REQUIRED OF BIDDER

ALL ADDENDA TO PLANS AND SPECIFICATIONS AS ISSUED BY AGENCY PRIOR TO BID OPENING DATE (if any; *Contractor shall confirm via PlanetBids*)

TECHNICAL ABILITY AND EXPERIENCE REFERENCES

NON-COLLUSION AFFIDAVIT

DESIGNATION OF SURETIES

PROPOSAL ACKNOWLEDGEMENT (*Line Items to be completed via PlanetBids*)

The City Clerk's Office will open and read the bid results from PlanetBids immediately following the Bid Opening Date (Bid Due Date.)

The Bid Results are immediately available to the public via PlanetBids following the Bid Opening Date (Bid Due Date). Members of the public who would like to attend this reading may go to Bay E, 2nd Floor of the Civic Center (Located at 100 Civic Center Dr.)

2. Cash, certified check or cashier's check (sum not less than 10 percent of the total bid price) may be received in lieu of the BIDDER'S BOND. The title of the project and the words "Sealed Bid" shall be clearly marked on the outside of the envelope containing the documents. Original copies must be submitted to the City Clerk's Office.
3. The City of Newport Beach will not permit a substitute format for the Contract Documents listed above. Bidders are advised to review their content with bonding and legal agents prior to submission of bid.
3. BIDDER'S BOND shall be issued by an insurance organization or surety (1) currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, and (2) listed as an acceptable surety in the latest revision of the Federal Register Circular 570. The successful bidder's security shall be held until the Contract is executed. *Original, sealed copies must be submitted to the City Clerk's Office by the Bid Opening Date (Bid Due Date.)* The title of the project, Contract Number and the words "Sealed Bid" shall be clearly marked on the outside of the envelope containing the documents.
4. The estimated quantities indicated in the PROPOSAL are approximate, and are given solely to allow the comparison of total bid prices.
5. Bids are to be computed upon the estimated quantities indicated in the PROPOSAL multiplied by unit price submitted by the bidder. In the event of discrepancy between wording and figures,

bid wording shall prevail over bid figures. In the event of error in the multiplication of estimated quantity by unit price, the correct multiplication will be computed and the bids will be compared with correctly multiplied totals. The City shall not be held responsible for bidder errors and omissions in the PROPOSAL.

6. The City of Newport Beach reserves the right to reject any or all bids and to waive any minor irregularity or informality in such bids. Pursuant to Public Contract Code Section 22300, at the request and expense of the Contractor, securities shall be permitted in substitution of money withheld by the City to ensure performance under the contract. The securities shall be deposited in a state or federal chartered bank in California, as the escrow agent.
7. In accordance with the California Labor Code (Sections 1770 *et seq.*), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the contract. A copy of said determination is available by calling the prevailing wage hotline number (415) 703-4774, and requesting one from the Department of Industrial Relations. All parties to the contract shall be governed by all provisions of the California Labor Code – including, but not limited to, the requirement to pay prevailing wage rates (Sections 1770-7981 inclusive). A copy of the prevailing wage rates shall be posted by the Contractor at the job site.
9. The Contractor shall be responsible for insuring compliance with provisions of Section 1777.5 of the Labor Code Apprenticeship requirements and Section 4100 *et seq.* of the Public Contracts Code, "Subletting and Subcontracting Fair Practices Act".
10. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
11. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
12. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
13. All documents shall bear signatures and titles of persons authorized to sign on behalf of the bidder. For corporations, the signatures shall be of a corporate officer or an individual authorized by the corporation. For partnerships, the signatures shall be of a general partner. For sole ownership, the signature shall be of the owner.
14. Pursuant to Public Contract Code section 9204, for any demand by contractor, whether on behalf of itself or a subcontractor that lacks privity of contract with the City but has requested that contractor proceed on its behalf, sent by registered mail or certified mail return receipt requested for a time extension, payment by the City for money or damages arising from work done by, or on behalf of, the contractor and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or for payment of an amount that is disputed by the City, the following is a summary of the claims resolution process to be applied:
 - A. The City shall review the claim and, within 45 days, shall provide a written statement identifying the portions of the claim that are disputed and undisputed. This time period may be extended by mutual agreement. The claimant shall furnish all reasonable documentation to support the claim. If the City needs approval from its City Council to

provide the written statement and the City Council does not meet within the prescribed time period, the City shall have up to 3 days following the next regular meeting of the City Council to provide the written statement. Payment of the undisputed portion of the claim shall be made within 60 days after the City issues its written statement.

- B. If the claimant disputes the City's written statement or if the City does not issue a written statement in the prescribed time period, the claimant may demand in writing an informal meet and confer conference, which shall be scheduled within 30 days of receipt of claimant's demand.
- C. Within 10 business days of the meet and confer conference, if a dispute remains, the City shall provide a written statement identifying the portion of the claim that remains in dispute and the undisputed portion. The City shall pay any remaining amount of the undisputed portion within 60 days. Any disputed portion of the claim shall be submitted to nonbinding mediation or similar nonbinding process, with the City and claimant sharing the costs equally and agreeing to a mediator within 10 business days. If the parties cannot timely agree on a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate the remaining disputed portion. If mediation is unsuccessful, any remaining disputed portion shall be addressed using procedures outside of Public Contract Code section 9204.
- D. Failure by the City to meet the time requirements herein shall result in the claim being rejected in its entirety and shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

The signature below represents that the above has been reviewed.

765658 C-27
Contractor's License No. & Classification

 Mark Brower
Authorized Signature/Title President

1000004920 6-30-22
DIR Registration Number & Expiration Date
Merchants Landscape Services, Inc.
Bidder

October 21, 2021
Date

City of Newport Beach

LANDSCAPE SERVICES FOR PARKS & FACILITIES

CONTRACT NO. 8772-1

BIDDER'S BOND

We, the undersigned Principal and Surety, our successors and assigns, executors, heirs and administrators, agree to be jointly and severally held and firmly bound to the City of Newport Beach, a charter city, in the principal sum of TEN PERCENT THE AMOUNT BID IN ***** Dollars (\$ 10% *****), to be paid and forfeited to the City of Newport Beach if the bid proposal of the undersigned Principal for the construction of **Landscape Services for Parks & Facilities, Contract No. 8772-1**, in the City of Newport Beach, is accepted by the City Council of the City of Newport Beach and the proposed contract is awarded to the Principal, and the Principal fails to execute the Contract Documents in the form(s) prescribed, including the required bonds, and original insurance certificates and endorsements for the construction of the project within thirty (30) calendar days after the date of the mailing of "Notification of Award", otherwise this obligation shall become null and void.

If the undersigned Principal executing this Bond is executing this Bond as an individual, it is agreed that the death of any such Principal shall not exonerate the Surety from its obligations under this Bond.

Witness our hands this 13th day of October, 2021.

Merchants Landscape Services, Inc.
Name of Contractor (Principal)


Authorized Signature/Title President

Hartford Fire Insurance Company
Name of Surety


Authorized Agent Signature

One Pointe Dr., 6th Floor, Brea, CA 92821
Address of Surety

MARY SMITH, Attorney-In-Fact
Print Name and Title

(714)674-4599 Michael Slack
Telephone

(Notary acknowledgment of Principal & Surety must be attached)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles } ss.

On October 13, 2021 before me, Emily Preciado,

Notary Public, personally appeared MARY SMITH

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Emily Preciado
Signature



OPTIONAL INFORMATION

Date of Document

Thumbprint of Signer

Type or Title of Document

Number of Pages in Document

Document in a Foreign Language

Type of Satisfactory Evidence:

- ☐ Personally Known with Paper Identification
☐ Paper Identification
☐ Credible Witness(es)

Capacity(ies) claimed by Signer(s):

- ☐ Trustee
☐ Power of Attorney
☐ CEO / CFO / COO
☐ President / Vice-President / Secretary / Treasurer
☐ Other: _____

Other Information: _____

☐ Check here if
no thumbprint
or fingerprint
is available.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOLTON & COMPANY

Agency Code: 72-183250

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| <input type="checkbox"/> | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Steven L. Brockmeyer, Barbara Doering, Emily Preciado, Mary Smith, Ronald C. Wanglin of PASADENA, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 13, 2021.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange } ss.

On October 20, 2021 before me, Nadine Rodriguez,

Notary Public, personally appeared Mark Brower,

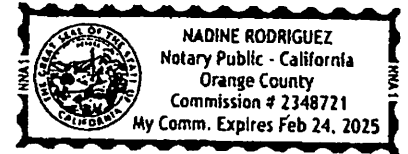
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Nadine Rodriguez
Signature

(seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)

City of Newport Beach

LANDSCAPE SERVICES FOR PARKS & FACILITIES

CONTRACT NO. 8772-1

DESIGNATION OF SUBCONTRACTOR(S) - AFFIDAVIT

State law requires the listing of all subcontractors who will perform work in an amount in excess of one-half of one percent of the Contractor's total bid. If a subcontractor is not listed, the Contractor represents that he/she is fully qualified to and will be responsible for performing that portion of the work. Substitution of subcontractors shall be made only in accordance with State law and/or the Standard Specifications for Public Works Construction, as applicable.

Pursuant to Public Contract Code Section 22300 appropriate securities may be substituted for any monies to be withheld to ensure performance under the Contract.

The Bidder, by signing this designation, certifies that bids from the subcontractors as listed in the Bidder's electronic bid have been used in formulating the bid for the project and that these subcontractors will be used subject to the approval of the Engineer and in accordance with State law. No changes may be made in these subcontractors except with prior approval of the City of Newport Beach. Bidders must also include DIR registration numbers for each subcontractor.

Merchants Landscape Services, Inc.
Bidder


Authorized Signature/Title

Mark Brower
President

City of Newport Beach

LANDSCAPE SERVICES FOR PARKS & FACILITIES

CONTRACT NO. 8772-1

TECHNICAL ABILITY AND EXPERIENCE REFERENCES

Contractor must use this form!!! Please print or type.

Bidder's Name Merchants Landscape Services, Inc.

FAILURE OF THE BIDDER TO PROVIDE ALL REQUIRED INFORMATION AS DESCRIBED BELOW IN A COMPLETE AND ACCURATE MANNER MAY BE CONSIDERED NON-RESPONSIVE OR NON-RESPONSIBLE.

- Bidders with no park and facility landscape maintenance experience for an Orange County coastal agency shall be considered non-responsive.
- Bidders who have not been awarded contracts valued at over \$1 million dollars per year shall be considered non-responsive.
- Bidders shall provide three (3) current municipal references, which, when checked, will need a minimum "B grade", or shall be considered non-responsive. The City of Newport Beach shall consider past performance of bidders that have previously been awarded a landscape contract with the City of Newport Beach.
- Bidders shall have on staff (employees, no subcontractors) ISA Certified Arborists, Certified Nurserymen, Certified Water Auditors, CA. DPR Qualified Applicators, and a CA. DPR Pest Control Advisor, or they will be considered non-responsive. Bidders shall provide employee names and copies of certifications for each of the required staff members mentioned.

For all public agency projects you have worked on (or are currently working on) in the past 2 years *in excess of \$1,000,000 annually* provide the following information:

No. 1

Project Name/Number Sports Parks & Parks

Project Description Landscape Maintenance, STM, Irrigation, Renovations

Approximate Construction Dates: From 2012 To: On-going

Agency Name City of Irvine

Contact Person Dennis Chiotti Telephone 949 468-6896

Original Contract Amount \$ 3 million Final Contract Amount \$ 3.5 million

If final amount is different from original, please explain (change orders, extra work, etc.)

Additional parks added

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

No. 2

Project Name/Number Orange County Great Park

Project Description Landscape maintenance, facilities, & sports fields

Approximate Construction Dates: From 2017 To: On-going

Agency Name City of Irvine

Contact Person Dennis Chiotti Telephone 949 468-6896

Original Contract Amount \$ 1.7 M Final Contract Amount \$ 1.7 Million/year

If final amount is different from original, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

No. 3

Project Name/Number Parks & Districts

Project Description Landscape Maintenance, Irrigation, & Facilities

Approximate Construction Dates: From 2016 To: On-going

Agency Name City of West Covina

Contact Person Mike Cresap Telephone 626 939-8438

Original Contract Amount \$ 1.1 M Final Contract Amount \$ 1.1 Million/year

If final amount is different from original, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

No. 4
Project Name/Number Regional Parks-Carbon Cayon, Clark Regional, Craig Regional and Tri-City

Project Description Landscape Maintenance, Irrigation

Approximate Construction Dates: From 2015 To: On-going

Agency Name County of Orange

Contact Person Chad Ward Telephone 949 585-6420

Original Contract Amount \$ 1.2 M Final Contract Amount \$ 1.2 Million

If final amount is different from original, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

No. 6

Project Name/Number _____

Project Description _____

Approximate Construction Dates: From _____ To: _____

Agency Name _____

Contact Person _____ Telephone () _____

Original Contract Amount \$ _____ Final Contract Amount \$ _____

If final amount is different from original, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No. 6

Project Name/Number _____

Project Description _____

Approximate Construction Dates: From _____ To: _____

Agency Name _____

Contact Person _____ Telephone () _____

Original Contract Amount \$ _____ Final Contract Amount \$ _____

If final amount is different from original, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

Attach additional sheets if necessary.

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Contractor.

Upon request, the Contractor shall attach a financial statement and other information sufficiently comprehensive to permit an appraisal of the Contractor's current financial conditions.

Merchants Landscape Services, Inc.
Bidder

 Mark Brower
Authorized Signature/Title President

Eutiquio Bravo

Summary: I have over 13 years experience in California Landscape installation and Landscape Maintenance.

Experience:

Job Title: Area Manager

Employer: Merchants Landscape Services Inc.

Dates: 2012 - Present

- In charge of Irrigators, Mow crews, Infield crews, Detail crews, Environmental crews and spray technicians for the City of Irvine Athletic Park and Non Athletic Parks
- Organized and coordinate daily tasks running 80 to 85 employees
- Inspect Quality control and conduct weekly Inspections with the Inspectors
- Conducts weekly safety meetings
- Conducts Monthly equipment inventory
- In charge of Monthly Schedules for all crews

Job Title: Labor/Lead man

Employer: Merchants Landscape Services Inc.

Dates: 2008 - 2012

- Lead man of Mow Crew
- Maintenance lead man

Skills:

- Excellent Customer Service
- Good leadership
- Good with computers
- Knowledge of Microsoft Office
- Capability to work and perform in a fast pace environment

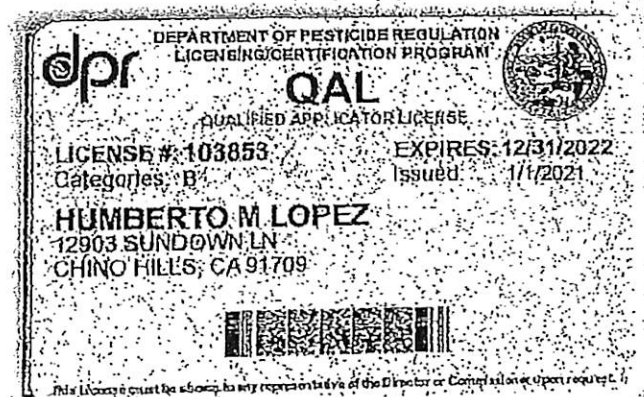
Languages:

- Bilingual – Spanish and English
- Write and Read – Spanish and English

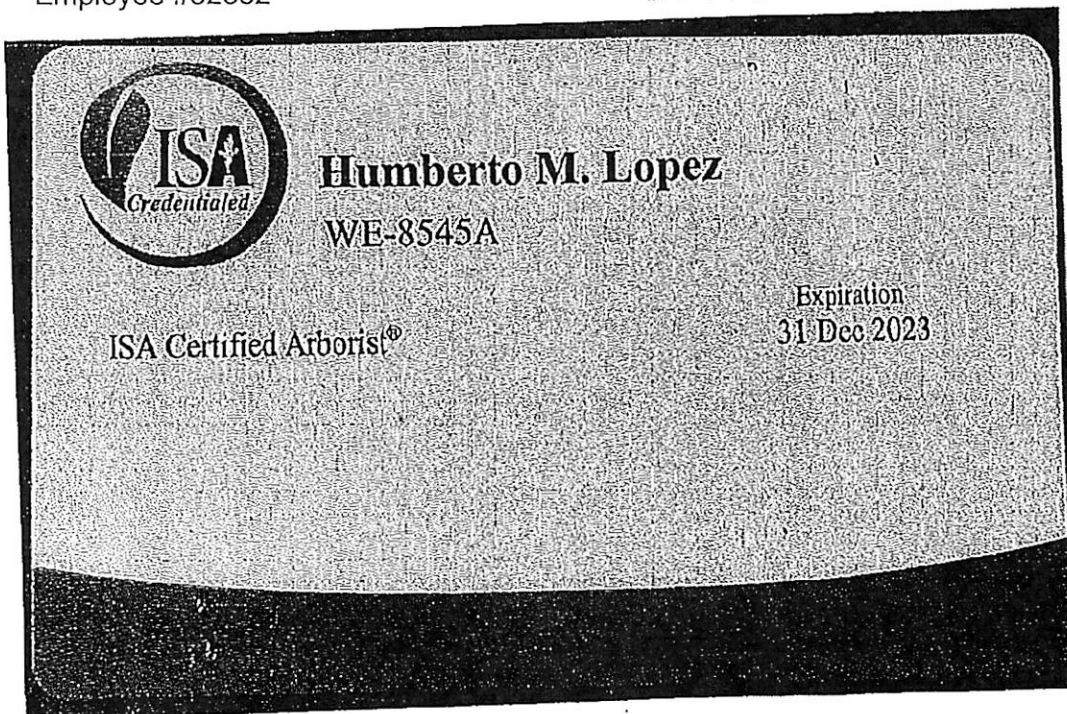
Employee #32552



Employee #32552



Employee #32552





8280 Willow Oaks Corporate Drive
Suite 630
Fairfax, VA 22031-4507
Tel: 703.536.7080
Fax: 703.536.7019

CAIS: Certified Agricultural Irrigation Specialist
CAWM: Certified Agricultural Water Manager
CGIA: Certified Golf Irrigation Auditor
CIC: Certified Irrigation Contractor
CID: Certified Irrigation Designer
CIT: Certified Irrigation Technician
CLIA: Certified Landscape Irrigation Auditor
CLIM: Certified Landscape Irrigation Manager
CLWM: Certified Landscape Water Manager
www.irrigation.org | certification@irrigation.org



Martin Herrera
CLIA

Certification ID#: 59663
Expiration Date: 12/31/2021
CEU Cycle: 1/1/2021 to 12/31/2022

Employee #170

OSEAS CRUZ

2230 E Ball RD Apt. Anaheim, CA 92086
Contact · (714) 749-4907 · coseas23@yahoo.com

Experienced, bilingual, and self-motivated student. 5+ years of experience drafting on AutoCad. Able to detect situations and come with a solution. Minor experience in structural steel labor.

EXPERIENCE

NOVEMBER 11, 2018 – On-going
ASSISTANT SUPERVISOR, MERCHANTS LANDSCAPE
Landscape maintenance at Regional Parks and City of Orange Parks

NOVEMBER 2016
DRAFTING, RAMSEY MACHINE SERVICES.
Producing detailed plan work: Elevations, Sections, Detailed Callouts, Foundation Plans, Templates, Bill of Material, Material Callouts, Location of Steel Columns and Bolt Holes. These plans make it easier out in the field for the labor workers.

EDUCATION

FALL 2015 – SPRING 2018
ASSOCIATE DEGREE IN ARCHITECTURE, ORANGE COAST COLLEGE
Certificate of Achievement of CSU General Education Breadth, Achievement Award of EOPS Program; School work included physical models, Floor Plans, Construction Documents. 2.9 GPA

FALL 2018 -
BACHELOR'S IN LANDSCAPE ARCHITECTURE, CAL POLY POMONA
School work includes knowledge of plant material, Constructions, Determining slope percentage. 3.75 GPA Term Honor Dean's List.

SKILLS

- Skills in AutoCad, Revit, Rhino 3D Modeling
- Skills in Adobe Photoshop, illustrator
- Certified Operator: Aerial & Scissor lift
- Skills in Site Analysis
- Skills in Site Survey

ACTIVITIES

Giving back is more than receiving. Every Fall since 2016, I would volunteer to go to Rosarito, MEX with a church to build two houses for families in need, give Christmas present to the kids, and Food Banks.

City of Newport Beach

LANDSCAPE SERVICES FOR PARKS & FACILITIES

CONTRACT NO. 8772-1

NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of Orange)

Mark Brower, being first duly sworn, deposes and says that he or she is
President of Merchants Landscape Services the party making the
foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that party
making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person,
partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or
sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham
bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else
to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly
or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder
or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder,
or to secure any advantage against the public body awarding the contract of anyone interested in the proposed
contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or
indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged
information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company
association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham
bid.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Merchants Landscape Services, Inc. Mark Brower
Bidder Authorized Signature/Title President

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2021

by _____, proved to me on the basis of
satisfactory evidence to be the person(s) who appeared before me.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

SEE ATTACHED NOTARY ACKNOWLEDGEMENT

Notary Public

[SEAL]

My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On October 21, 2021 before me, Nadine Rodriguez, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Mark C. Brower

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: Nadine Rodriguez

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

City of Newport Beach

LANDSCAPE SERVICES FOR PARKS & FACILITIES

CONTRACT NO. 8772-1

DESIGNATION OF SURETIES

Bidder's name Merchants Landscape Services, Inc.

Provide the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds (list by insurance/bond type):

Bolton & Company:

3475 E. Foothill Blvd., Suite 100, Pasadena 91107-(626) 799-7000

City of Newport Beach

LANDSCAPE SERVICES FOR PARKS & FACILITIES

CONTRACT NO. 8772-1

CONTRACTOR'S INDUSTRIAL SAFETY RECORD
TO ACCOMPANY PROPOSAL

Bidder's Name Merchants Landscape Services, Inc.

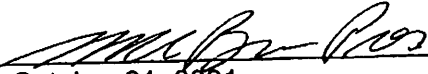

Record Last Five (5) Full Years
Current Year of Record

	Current Year of Record 2021	Record for 2020	Record for 2019	Record for 2018	Record for 2017	Record for 2016	Total
No. of contracts		45	42	40	40	38	205
Total dollar Amount of Contracts (in Thousands of \$)		29,000.00	27,000.00	25,000.00	24,000.00	20,000.00	125,000.00
No. of fatalities		0	0	0	0	0	0
No. of lost Workday Cases		11	11	10	11	10	53
No. of lost workday cases involving permanent transfer to another job or termination of employment		10	12	11	12	12	57

The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

Legal Business Name of Bidder Merchants Landscape Services, Inc.
Business Address: 1510 S. Lyon St., Santa Ana, CA. 92705
Business Tel. No.: (714) 972-8200
State Contractor's License No. and
Classification: 765658
Title C-27

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Signature of bidder 
Date October 21, 2021
Title President
Signature of bidder 
Date October 21, 2021
Title Secretary
Signature of bidder _____
Date _____
Title _____
Signature of bidder _____
Date _____
Title _____

Signature Requirements: If bidder is an individual, name and signature of individual must be provided, if doing business under a fictitious name, the fictitious name must be set forth along with the County. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or if fewer than all of the partners/joint ventures submit with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by signatures of the corporation President or Vice President or President and Secretary or Assistant Secretary, and the corporate seal, or submit with evidence of authority to act on behalf of the corporation. All must be acknowledged before a Notary Public, who must certify that such individuals, partners/joint ventures, or officers were proven on the basis of satisfactory evidence to be the persons whose name are subscribed to and acknowledged that they executed the same in their authorized capacities.

[NOTARY ACKNOWLEDGMENT and CORPORATE SEAL MUST BE ATTACHED]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On October 21, 2021 before me, Nadine Rodriguez, Notary Public

Date

Here Insert Name and Title of the Officer

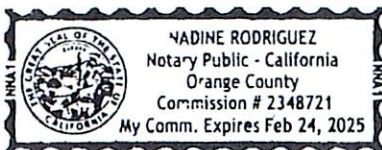
personally appeared Mark and Donna Brower

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: Nadine Rodriguez

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

City of Newport Beach

LANDSCAPE SERVICES FOR PARKS & FACILITIES

CONTRACT NO. 8772-1

ACKNOWLEDGEMENT OF ADDENDA

Bidder's name Merchants Landscape Services, Inc.

The bidder shall signify receipt of all Addenda here, if any, and attach executed copy of addenda to bid documents:

Addendum No.	Date Received	Signature
None		

City of Newport Beach

LANDSCAPE SERVICES FOR PARKS & FACILITIES

CONTRACT NO. 8772-1

INFORMATION REQUIRED OF BIDDER

Bidder certifies under penalty of perjury under the laws of the State of California that the following information is true and correct:

Name of individual Contractor, Company or Corporation: Merchants Landscape Services, Inc.

Business Address: 1510 S. Lyon St., Santa Ana, CA. 92705

Telephone and Fax Number: (800) 645-4881 - Fax# (714) 972-3185

California State Contractor's License No. and Class: 765658 C27
(REQUIRED AT TIME OF AWARD)

Original Date Issued: 7-13-99 Expiration Date: 7-31-22

List the name and title/position of the person(s) who inspected for your firm the site of the work proposed in these contract documents:

Edgar Valdovinos- Branch Manager

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this proposal:

Name	Title	Address	Telephone
Mark Brower	President	1510 S. Lyon St., Santa Ana, 92705	(800) 645-4881
Donna Brower	Secretary	1510 S. Lyon St., Santa Ana, 92705	(800) 645-4881
Theodore Haas	Chairman	1510 S. Lyon St., Santa Ana, 92705	(800) 645-4881

Corporation organized under the laws of the State of California

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

None

All company, corporate, or fictitious business names used by any principal having interest in this proposal are as follows:

None

For all arbitrations, lawsuits, settlements or the like (in or out of court) you have been involved in with public agencies in the past five years (Attach additional Sheets if necessary) provide:

Provide the names, addresses and telephone numbers of the parties;

None

Briefly summarize the parties' claims and defenses;

None

Have you ever had a contract terminated by the owner/agency? If so, explain.

No

Have you ever failed to complete a project? If so, explain.

No

For any projects you have been involved with in the last 5 years, did you have any claims or actions by any outside agency or individual for labor compliance (i.e. failure to pay prevailing wage, falsifying certified payrolls, etc.)? Yes / ~~No~~

Are any claims or actions unresolved or outstanding? Yes / NO

If yes to any of the above, explain. (Attach additional sheets, if necessary)

Failure of the bidder to provide ALL requested information in a complete and accurate manner may be considered non-responsive.

Mark Brower

(Print name of Owner or President
of Corporation/Company)

Merchants Landscape Services, Inc.
Bidder

Mark Brower
Authorized Signature/Title

President

Title

October 21, 2021

Date

On October 21, 2021 before me, Nadine Rodriguez, Notary Public, personally appeared Mark Brower, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SEE ATTACHED NOTARY ACKNOWLEDGEMENT (SEAL)

Notary Public in and for said State

My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On October 21, 2021 before me, Nadine Rodriguez, Notary Public

Date

Here Insert Name and Title of the Officer

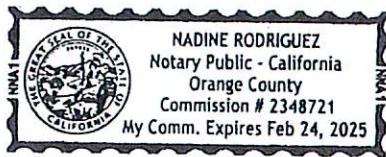
personally appeared Mark C. Brower

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: Nadine Rodriguez

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

City of Newport Beach

LANDSCAPE SERVICES FOR PARKS & FACILITIES

CONTRACT NO. 8772-1

PROPOSAL

*(Contractor shall submit proposals via the PROPOSAL (Bid Line Items) contained in PlanetBids.
Contractor shall sign the below acknowledgement)*

To the Honorable City Council
City of Newport Beach
100 Civic Center Drive
Newport Beach, California 92660

The undersigned declares that he has carefully examined the location of the work, has read the Instructions to the Bidders, has examined the Plans and Special Provisions, and hereby proposes to furnish all materials except that material supplied by the City and shall perform all work required to complete Contract No. 8772-1 in accordance with the Plans and Special Provisions, and will take in full payment therefore the following unit prices for the work, complete in place, to wit:

October 21, 2021

Date

714.972.8200 - Fax #714.972.3185

Bidder's Telephone and Fax Numbers

765658 C-27

Bidder's License No(s).
and Classification(s)

1000004920

DIR Registration Number

Merchants Landscape Services, Inc.

Bidder

 Mark Brower, President
Bidder's Authorized Signature and Title

1510 S. Lyon St., Santa Ana, CA. 92705

Bidder's Address

Bidder's email address: mark@merchantslandscape.com

FULL LANDSCAPE MAINTENANCE LOCATIONS & ACREAGE

PARK	ADDRESS	Acreage (Non- Athletic)	Acreage (Athletic Fields)	Total Acreage	Square Footage	Monthly Amount	Annual Amount
"A" Street Pump Station	815 E Bay Ave	0.03		0.03	1,437.07	\$ 72.00	\$ 864.00
38th Street Park	3600 Balboa Blvd	0.81		0.81	35,076.40	\$ 702.00	\$ 8,424.00
Arroyo Park	114 Bayswater, Bison Ave. a	5.46	2.82	8.28	360,549.51	\$ 3,925.00	\$ 47,100.00
Back Bay View Park	1900 Back Bay Dr, Jamboree	10.76		10.76	468,512.40	\$ 6,330.00	\$ 75,960.00
Balboa Island Park	115 Agate Ave.	0.26		0.26	11,395.52	\$ 200.00	\$ 2,400.00
Balboa Yacht Basin	829 Harbor Island Drive	1.72		1.72	75,034.13	\$ 1,100.00	\$ 13,200.00
Bayside Drive	Bayside Dr. between Carnat	3.98		3.98	173,288.47	\$ 1,820.00	\$ 21,840.00
Bayview	Mesa Dr and Bay View Ave	2.10		2.10	91,611.59	\$ 1,236.00	\$ 14,832.00
Begonia	Begonia Ave and First Ave	2.22		2.22	96,814.80	\$ 1,307.00	\$ 15,684.00
Big Canyon Phase I		7.20		7.20	313,812.19	\$ 2,355.00	\$ 28,260.00
Bob Henry	900 Dover Dr, 16th Street a	3.36	1.98	5.34	232,476.42	\$ 3,075.00	\$ 36,900.00
Bolsa	Bolsa Ave and Old Newport	0.21		0.21	9,132.46	\$ 180.00	\$ 2,160.00
Bonita Canyon Sports Park	1990 Ford Rd	36.40	6.18	42.58	1,854,815.82	\$ 23,200.00	\$ 278,400.00
Bonita Creek Park	3010 La Vida	11.39	1.82	13.21	575,548.61	\$ 6,875.00	\$ 82,500.00
Buck Gully & Fifth	Poppy and Fifth	0.74		0.74	32,258.54	\$ 565.00	\$ 6,780.00
Buffalo Hills	1891 Port Provence Pl	13.17	4.07	17.25	751,215.99	\$ 10,950.00	\$ 131,400.00
Castaways Park	700 Dover Dr	15.90		15.90	692,735.93	\$ 6,650.00	\$ 79,800.00
Channel Place	4400 Channel Pl	1.31		1.31	56,867.05	\$ 710.00	\$ 8,520.00
China Cove Ramp	Ocean Blvd and Fernleaf	0.35		0.35	15,383.53	\$ 310.00	\$ 3,720.00
Cliff Drive	301 Riverside Ave	5.46		5.46	237,627.01	\$ 3,330.00	\$ 39,960.00
Coastal Peak Park	20403 East Coastal Peak	6.97	4.27	11.24	489,639.77	\$ 6,980.00	\$ 83,760.00
Corona Del Mar District Tree Wells and Centennial Plaza		0.10		0.10	4,274.15	\$ 215.00	\$ 2,580.00
Corona Del Mar Library/Fire Station	420 Marigold	0.42		0.42	18,161.69	\$ 185.00	\$ 2,220.00
Corona Del Mar State Beach	3001 Ocean Blvd	8.68		8.68	377,964.81	\$ 3,025.00	\$ 36,300.00
Eastbluff	2401 Vista Del Oro	11.28	1.46	12.74	554,871.26	\$ 7,250.00	\$ 87,000.00
Fire Station #1/Balboa Library	100-110 Balboa Blvd E	0.36		0.36	15,602.16	\$ 390.00	\$ 4,680.00
Fire Station #2	475 32nd St	0.10		0.10	4,561.62	\$ 95.00	\$ 1,140.00
Fire Station #2 (New)	2807 NEWPORT BLVD	0.23		0.23	9,808.33	\$ 195.00	\$ 2,340.00
Fire Station #4	124 Marine Ave	0.02		0.02	849.25	\$ 55.00	\$ 660.00
Fire Station #6	1348 Irvine Ave	0.05		0.05	2,134.66	\$ 110.00	\$ 1,320.00
Fire Station #7	1971 Mesa Dr	2.11		2.11	92,028.80	\$ 1,380.00	\$ 16,560.00
Ford Road Turf Median		0.89		0.89	38,871.67	\$ 1,170.00	\$ 14,040.00

Galaxy View Park	1398 Galaxy Dr	1.01		1.01	44,072.80	\$ 880.00	\$ 10,560.00
Goldenrod Footbridge		0.08		0.08	3,377.76	\$ 170.00	\$ 2,040.00
Grant Howald	3000 Fifth Ave	7.29	1.71	8.99	391,748.47	\$ 5,150.00	\$ 61,800.00
Harbor View Nature	San Miguel Dr, east of Pacific	10.09		10.09	439,617.48	\$ 4,100.00	\$ 49,200.00
Inspiration Point		1.45		1.45	63,316.59	\$ 635.00	\$ 7,620.00
Irvine Terrace	721 Evita Dr	4.96	2.74	7.69	335,131.74	\$ 4,350.00	\$ 52,200.00
Jasmine View	Harbor View Dr and Marguerite	1.08		1.08	46,991.19	\$ 590.00	\$ 7,080.00
John Wayne Park	2501 Cliff Dr	2.13		2.13	92,954.87	\$ 1,165.00	\$ 13,980.00
Kings Road	1801 Kings Rd	0.44		0.44	19,046.81	\$ 390.00	\$ 4,680.00
L Street Park	327 L St	0.41		0.41	17,798.34	\$ 320.00	\$ 3,840.00
Lido Park	Via Lido and Lafayette Ave	0.62		0.62	27,030.43	\$ 540.00	\$ 6,480.00
Lincoln Athletic Center	3101 Pacific View D	7.31	4.35	11.66	508,075.39	\$ 6,150.00	\$ 73,800.00
Little Corona		0.77		0.77	33,683.43	\$ 450.00	\$ 5,400.00
Lookout Point	Ocean Blvd.	0.42		0.42	18,273.41	\$ 230.00	\$ 2,760.00
Lower Buck Gully	214 Glen Dr	2.14		2.14	93,362.66	\$ 1,175.00	\$ 14,100.00
Lower Castaways		4.13		4.13	180,053.65	\$ 1,970.00	\$ 23,640.00
Manning Tract	2001 W Newport Hills Dr	1.64		1.64	71,284.32	\$ 715.00	\$ 8,580.00
Marina Park	1600 Balboa Blvd W	6.62		6.62	288,422.79	\$ 3,610.00	\$ 43,320.00
Mariners	1300 Irvine Ave	4.88	1.46	6.34	276,188.56	\$ 3,875.00	\$ 46,500.00
Mesa Birch	2081 Mesa Dr	0.85		0.85	37,197.55	\$ 375.00	\$ 4,500.00
Miramar Park		0.07		0.07	3,019.25	\$ 155.00	\$ 1,860.00
M-Street Park		0.06		0.06	2,619.67	\$ 131.00	\$ 1,572.00
Newport Island Park	3809 Marcus Ave	0.27		0.27	11,601.20	\$ 232.00	\$ 2,784.00
Newport Shores	220 61st St	0.30		0.30	13,165.50	\$ 395.00	\$ 4,740.00
Ocean Blvd Bluffs	Ocean Blvd from Bayview to	2.70		2.70	117,517.33	\$ 1,610.00	\$ 19,320.00
Old School	Dahlia Ave and Fourth Ave	0.82		0.82	35,564.80	\$ 495.00	\$ 5,940.00
Peninsula	A St and Ocean Front E	1.60	3.04	4.65	202,402.72	\$ 2,415.00	\$ 28,980.00
Police Department/Fire Station #3	868-870 Santa Barbara Dr	2.90		2.90	126,395.88	\$ 1,580.00	\$ 18,960.00
Rhine Wharf		0.27		0.27	11,815.15	\$ 180.00	\$ 2,160.00
San Joaquin Hills	1550 Crown Dr N	4.07		4.07	177,245.51	\$ 1,760.00	\$ 21,120.00
San Miguel	San Miguel Dr and Spyglass	5.12	2.29	7.41	322,638.05	\$ 3,875.00	\$ 46,500.00
Spyglass Hill Park	Spyglass Hill Rd and El Capitan	1.53		1.53	66,446.58	\$ 700.00	\$ 8,400.00
Spyglass Hill Reservoir	21 Muir Beach Cir	1.03		1.03	44,841.49	\$ 500.00	\$ 6,000.00
Sunset Ridge Park		8.73	4.91	13.65	594,386.73	\$ 6,125.00	\$ 73,500.00
Sunset View	Superior Ave, north of Coast	1.22		1.22	53,014.83	\$ 530.00	\$ 6,360.00
Superior Parking Lot		3.46		3.46	150,569.85	\$ 1,505.00	\$ 18,060.00

Veteran's Memorial	215 15th St	0.39		0.39	16,871.79	\$ 675.00	\$ 8,100.00
West Jetty	2300 Channel Rd	0.47		0.47	20,632.55	\$ 825.00	\$ 9,900.00
West Newport Park	Seashore Dr and Prospect St	6.46		6.46	281,221.25	\$ 4,050.00	\$ 48,600.00
Westcliff	Polaris Dr and Morning Star	3.01		3.01	131,195.80	\$ 1,980.00	\$ 23,760.00
	TOTALS	256.85	43.08	299.94	13,065,155.79	\$ 162,500.00	\$ 1,950,000.00

EXTRA WORK ITEMS		
Function	Unit	Bid Amount
<i>Turf</i>		
Aerify	1,000 Square Feet	\$ 5.75
Dethatch/Renovate	Acre	\$ 500.00
Edge	1,000 Linear Feet	\$ 4.00
Fertilize	1,000 Square Feet	\$ 4.60
Gypsum Application at 25lbs	1,000 Square Feet	\$ 8.00
Mow (Reel Blade)	1,000 Square Feet	\$ 11.50
Mow (Rotary Blade)	1,000 Square Feet	\$ 4.50
Top Dress only	1,000 Square Feet	\$ 41.00
<i>Hardscape</i>		
Cleaning	1,000 Square Feet	\$ 10.00
Power-washing	1,000 Square Feet	\$ 10.00
<i>Groundcovers</i>		
Fertilize	1,000 Square Feet	\$ 5.75
<i>Pest Control</i>		
General Weed Control Post Emergent	1,000 Square Feet	\$ 8.00
Pre-Emergent/turf or planter	1,000 Square Feet	\$ 6.50
Tree disease/insect foliar spray	Tree	\$ 65.00
Tree disease/insect root injections	Tree	\$ 75.00
<i>Shrub Pruning/Removals</i>		
Pruning	10 Linear Feet	\$ 8.00
Removals	10 Linear Feet	\$ 30.00
<i>Full Tree Pruning/Removals</i>		
Pruning	Tree	\$ 80.00
Removals	Tree	\$ 250.00
<i>Planting</i>		
1 Gal. Shrub	Each	\$ 9.00
5 Gal. Shrub	Each	\$ 25.00
15. Gal Shrub	Each	\$ 70.00
15. Gal Tree	Each	\$ 125.00
24 in. Box Tree	Each	\$ 295.00
36 in. Box Tree	Each	\$ 750.00
64 Count Flat Groundcover	Flat	\$ 28.00
16 Count 4 in. Flat Annual Color	Flat	\$ 25.00
Turf - Seed and Top Dress	1,000 Square Feet	\$ 80.00
Turf - Sod	1,000 Square Feet	\$ 1,250.00
Hand-spread and rake in City Supplied Seed	1,000 Square Feet	\$ 5.00
<i>Labor</i>		
Landscape Supervisor	Hour	\$ 60.00
Pest Control Applicator	Hour	\$ 48.00
Irrigation Technician	Hour	\$ 48.00
Landscape Maintenance Leadworker/Driver	Hour	\$ 32.00
Equipment Operator	Hour	\$ 32.00
Detailed Maintenance Worker	Hour	\$ 30.00
Tree Trimmer	Hour	\$ 52.00

<i>Equipment</i>			
1-Ton Truck	Day	\$	145.00
<i>Mulching</i>			
0-2 in. Mulch at 2 in. layer	Per Yard	\$	48.00
<i>Greenwaste</i>			
Disposal/Recycling	Ton	\$	90.00

EXHIBIT D

CITY OF NEWPORT BEACH BOND NO. _____ LABOR AND MATERIALS PAYMENT BOND

WHEREAS, the City of Newport Beach, State of California, has awarded to _____ hereinafter designated as the "Principal," an agreement for maintenance and/or repair services, in the City of Newport Beach, in strict conformity with the Agreement on file with the office of the City Clerk of the City of Newport Beach, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof require the furnishing of a bond, providing that if Principal or any of Principal's subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the Work agreed to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, We the undersigned Principal, and, _____ duly authorized to transact business under the laws of the State of California, as Surety, (referred to herein as "Surety") are held and firmly bound unto the City of Newport Beach, in the sum of **One Million Nine Hundred Sixteen Thousand Seven Hundred Eighty Six Dollars and 16/100 (\$1,916,786.16)**, lawful money of the United States of America, said sum being equal to 100% of the amount of the annual Agreement price, payable by the City of Newport Beach under the terms of the Agreement; for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal or the Principal's subcontractors, fail to pay for any materials, provisions, or other supplies, implements or machinery used in, upon, for, or about the performance of the Work contracted to be done, or for any other work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought to enforce the obligations of this Bond, a reasonable attorneys' fee, to be fixed by the Court as required by the provisions of Section 9554 of the Civil Code of the State of California.

The Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 9100 of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this Bond, as required by and in accordance with the provisions of Sections 9500 *et seq.* of the Civil Code of the State of California.

And Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Agreement or to the Work or to the specifications.

In the event that any principal above named executed this Bond as an individual, it is agreed that the death of any such principal shall not exonerate the Surety from its obligations under this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named Principal and Surety, on the _____ day of _____, 20____.

Name of Contractor (Principal)

Authorized Signature/Title

Name of Surety

Authorized Agent Signature

Address of Surety

Print Name and Title

Telephone

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date: _____

By: _____
Aaron C. Harp
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONTRACTOR AND SURETY MUST BE
ATTACHED**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____,
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)

EXHIBIT E

CITY OF NEWPORT BEACH
BOND NO. _____
FAITHFUL PERFORMANCE BOND

The premium charges on this Bond is \$ _____, being at the rate of \$ _____ thousand of the Agreement price.

WHEREAS, the City of Newport Beach, State of California, has awarded to _____ hereinafter designated as the "Principal," an agreement for LANDSCAPE SERVICES FOR PARKS & FACILITIES, in the City of Newport Beach, in strict conformity with the Agreement on file with the office of the City Clerk of the City of Newport Beach, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof require the furnishing of a Bond for the faithful performance of the Agreement.

NOW, THEREFORE, we, the Principal, and _____, duly authorized to transact business under the laws of the State of California as Surety (hereinafter "Surety"), are held and firmly bound unto the City of Newport Beach, in the sum of **One Million Nine Hundred Sixteen Thousand Seven Hundred Eighty Six and 16/100 (\$1,916,786.16)** lawful money of the United States of America, said sum being equal to 100% of the amount of the annual Agreement price, to be paid to the City of Newport Beach, its successors, and assigns; for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, or the Principal's heirs, executors, administrators, successors, or assigns, fail to abide by, and well and truly keep and perform any or all the Work, covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to its true intent and meaning, or fails to indemnify, defend, and save harmless the City of Newport Beach, its officers, employees and agents, as therein stipulated, then, Surety will faithfully perform the same, in an amount not exceeding the sum specified in this Bond; otherwise this obligation shall become null and void.

As a part of the obligation secured hereby, and in addition to the face amount specified in this Performance Bond, there shall be included costs and reasonable expenses and fees, including reasonable attorneys fees, incurred by City, only in the event City is required to bring an action in law or equity against Surety to enforce the obligations of this Bond.

Surety, for value received, stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligations on this Bond, and it does hereby waive

notice of any such change, extension of time, alterations or additions of the Agreement or to the Work or to the specifications.

This Faithful Performance Bond shall be extended and maintained by the Principal in full force and effect for one (1) year following the date of formal acceptance of the Project by City.

In the event that the Principal executed this bond as an individual, it is agreed that the death of any such Principal shall not exonerate the Surety from its obligations under this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the ____ day of _____, 20__.

Name of Contractor (Principal)

Authorized Signature/Title

Name of Surety

Authorized Agent Signature

Address of Surety

Print Name and Title

Telephone

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date: _____

By: _____
Aaron C. Harp
City Attorney

*NOTARY ACKNOWLEDGMENTS OF
CONTRACTOR AND SURETY MUST BE ATTACHED*

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____,
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)

EXHIBIT F

CITY OF NEWPORT BEACH BOND NO. _____ LABOR AND MATERIALS PAYMENT BOND

WHEREAS, the City of Newport Beach, State of California, has awarded to _____ hereinafter designated as the "Principal," an agreement for maintenance and/or repair services, in the City of Newport Beach, in strict conformity with the Agreement on file with the office of the City Clerk of the City of Newport Beach, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof require the furnishing of a bond, providing that if Principal or any of Principal's subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the Work agreed to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, We the undersigned Principal, and, _____ duly authorized to transact business under the laws of the State of California, as Surety, (referred to herein as "Surety") are held and firmly bound unto the City of Newport Beach, in the sum of _____ Dollars and 00/100 (\$ _____), lawful money of the United States of America, said sum being equal to 100% of the amount of any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), payable by the City of Newport Beach under the terms of the Agreement; for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal or the Principal's subcontractors, fail to pay for any materials, provisions, or other supplies, implements or machinery used in, upon, for, or about the performance of the Work contracted to be done, or for any other work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought to enforce the obligations of this Bond, a reasonable attorneys' fee, to be fixed by the Court as required by the provisions of Section 9554 of the Civil Code of the State of California.

The Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 9100 of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this Bond, as

required by and in accordance with the provisions of Sections 9500 *et seq.* of the Civil Code of the State of California.

And Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Agreement or to the Work or to the specifications.

In the event that any principal above named executed this Bond as an individual, it is agreed that the death of any such principal shall not exonerate the Surety from its obligations under this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named Principal and Surety, on the _____ day of _____, 20____.

Name of Contractor (Principal)

Authorized Signature/Title

Name of Surety

Authorized Agent Signature

Address of Surety

Print Name and Title

Telephone

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date: _____

By: _____
Aaron C. Harp
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONTRACTOR AND SURETY MUST BE
ATTACHED**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)

EXHIBIT G

**CITY OF NEWPORT BEACH
BOND NO. _____
FAITHFUL PERFORMANCE BOND**

The premium charges on this Bond is \$ _____, being at the rate of \$ _____ thousand of the Agreement price.

WHEREAS, the City of Newport Beach, State of California, has awarded to _____ hereinafter designated as the "Principal," an agreement for LANDSCAPE SERVICES FOR PARKS & FACILITIES, in the City of Newport Beach, in strict conformity with the Agreement on file with the office of the City Clerk of the City of Newport Beach, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof require the furnishing of a Bond for the faithful performance of the Agreement.

NOW, THEREFORE, we, the Principal, and _____, duly authorized to transact business under the laws of the State of California as Surety (hereinafter "Surety"), are held and firmly bound unto the City of Newport Beach, in the sum of _____ Dollars and 00/100 (\$_____.00) lawful money of the United States of America, said sum being equal to 100% of the amount of any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), of the Agreement, to be paid to the City of Newport Beach, its successors, and assigns; for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, or the Principal's heirs, executors, administrators, successors, or assigns, fail to abide by, and well and truly keep and perform any or all the Work, covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to its true intent and meaning, or fails to indemnify, defend, and save harmless the City of Newport Beach, its officers, employees and agents, as therein stipulated, then, Surety will faithfully perform the same, in an amount not exceeding the sum specified in this Bond; otherwise this obligation shall become null and void.

As a part of the obligation secured hereby, and in addition to the face amount specified in this Performance Bond, there shall be included costs and reasonable expenses and fees, including reasonable attorneys fees, incurred by City, only in the event City is required to bring an action in law or equity against Surety to enforce the obligations of this Bond.

Surety, for value received, stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Agreement or to the Work to be performed

thereunder shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alterations or additions of the Agreement or to the Work or to the specifications.

This Faithful Performance Bond shall be extended and maintained by the Principal in full force and effect for one (1) year following the date of formal acceptance of the Project by City.

In the event that the Principal executed this bond as an individual, it is agreed that the death of any such Principal shall not exonerate the Surety from its obligations under this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Name of Contractor (Principal)

Authorized Signature/Title

Name of Surety

Authorized Agent Signature

Address of Surety

Print Name and Title

Telephone

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date: _____

By: _____
Aaron C. Harp
City Attorney

*NOTARY ACKNOWLEDGMENTS OF
CONTRACTOR AND SURETY MUST BE ATTACHED*

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____,
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)

EXHIBIT H
INSURANCE REQUIREMENTS – MAINTENANCE/REPAIR/JANITORIAL SERVICES

1. Provision of Insurance. Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Contractor agrees to provide insurance in accordance with requirements set forth here. If Contractor uses existing coverage to comply and that coverage does not meet these requirements, Contractor agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.
 - A. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement.
 - B. General Liability Insurance. Contractor shall maintain commercial general liability insurance and, if necessary, umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - C. Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented

vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident.

D. Umbrella or Excess Liability Insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than one million dollars (\$1,000,000) that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance limits are exhausted by paid claims;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subcontractors.

B. Additional Insured Status. All liability policies including general liability, products and completed operations, excess liability, pollution liability, and automobile liability, if required, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers, employees, and any person or entity owning or otherwise in legal control of the property upon which Contractor performs the Project and/or Services contemplated by this Agreement shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

- D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
- A. Evidence of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor sixty (60) calendar days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.
- C. Right to Review Subcontracts. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- D. Enforcement of Agreement Provisions. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.
- G. City Remedies for Non-Compliance. If Contractor or any subcontractor fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Contractor's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Contractor or reimbursed by Contractor upon demand.
- H. Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- I. Contractor's Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.