

**CITY OF MANHATTAN BEACH
MAINTENANCE SERVICES AGREEMENT**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into as of September 1, 2018, by and between the City of Manhattan Beach, a California municipal corporation ("City") and Merchants Landscape Services Inc., a California corporation ("Contractor"). Contractor's license number is 765658; Contractor's DIR registration number is 1000004920.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as Landscaping Services ("Project"), as described in this Agreement, the Scope of Work attached hereto as Exhibit A, and incorporated herein by this reference, and Contractor's Proposal dated June 18, 2018, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and the incorporated documents, the terms of this Agreement shall control.

2. Extra Work. Extra work, when ordered in writing by the Director of Public Works ("Director") and accepted by Contractor, shall be paid for in accordance with the terms of the written work order. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and the Director. All extra work shall be adjusted daily upon the report sheet furnished by Contractor, prepared by the Director, and signed by both parties; and the daily report shall be considered thereafter the true records of extra work done.

3. Term. This Agreement shall become effective on the date first set forth above and shall remain in effect until August 31, 2023, unless sooner terminated pursuant to Section 12 of this Agreement. Additionally, there shall be two 2-year options to renew the Agreement with the mutual written consent of both parties. If not renewed prior to the anniversary date, this Agreement may continue on a month-to-month basis under the same terms and conditions as this Agreement for a maximum period not to exceed six months or until renewed or awarded to a new contractor, whichever is less.

4. Time of Performance.

A. Contractor will not perform any work under this Agreement until:

1) Contractor furnishes proof of insurance as required under Section 14 of this Agreement; and

2) City gives Contractor a written notice to proceed.

B. Should Contractor begin work in advance of receiving written authorization to proceed, any such professional services are at Contractor's own risk.

5. Time. Time is of the essence in this Agreement.

6. Force Majeure. Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of public enemies, acts of the government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

7. Compensation.

A. In consideration of the services rendered hereunder, City shall pay Contractor a fee not to exceed Five Hundred Sixty-Five Thousand Six Hundred Forty-Four Dollars (\$565,644) per year, in accordance with the prices as submitted in Exhibit B. An additional annual contingency amount of \$57,000 is available for unforeseen services or emergencies, subject to authorization by the Director pursuant to Section 2 of this Agreement. In no event shall the total compensation paid Contractor exceed Six Hundred Twenty-Two Thousand Six Hundred Forty-Four Dollars (\$622,644) per year

B. Rate adjustments are allowed once annually at the contract anniversary, beginning September 1, 2019. Adjustments may not exceed the percentage change in the Consumer Price Index for the Los Angeles-Riverside-Orange County, CA area (CPI-All Urban Consumers) for the most recent 12-month period, to a maximum allowable annual increase of 3%.

8. Payments. Contractor shall submit to City an invoice on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

City shall make payments within 30 days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven days after receipt, and shall explain in writing the reason(s) why the payment request is not proper.

9. Taxes. Contractor shall calculate payment for all sales, unemployment, and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in Exhibit B.

10. Audit. City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

11. Unresolved Disputes. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. Manhattan Beach Municipal Code Chapter 2.56 ("Matters Requiring Filing of Claims") shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

12. Termination. This Agreement may be canceled by City at any time with or without cause and without penalty upon 30 days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

13. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by judicial decision or by the agreement of the parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes,

assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

14. Insurance Requirements.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, a workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term

of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 13 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

15. Antitrust Claims. Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

16. Familiarity with Work.

A. By executing this Agreement, Contractor represents that it has

- 1) Thoroughly investigated and considered the scope of services to be performed;
- 2) Carefully considered how the services should be performed; and
- 3) Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If services involve work upon any site, Contractor warrants that it has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the services, Contractor will immediately inform City of such fact and will not proceed except at Contractor's own risk until written instructions are received from City.

17. Independent Contractor. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth; and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

18. Prevailing Wages. City and Contractor acknowledge that prevailing wages apply for the services within this contract. Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit C, attached hereto and incorporated herein by this reference.

19. Workers' Compensation Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

20. Nondiscriminatory Employment. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

21. Debarred, Suspended or Ineligible Contractors. Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractors pursuant to California Labor Code Section 1777.1 or 1777.7.

22. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement.

23. Payment Bond: ☐ **REQUIRED** – or – ☒ **NOT REQUIRED**

24. Contractor's Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

25. Warranty. The work shall be warranted by Contractor against defective materials and workmanship for a period of one year. The warranty period shall start on the date the work is completed as determined by the Director.

The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Director in writing.

All warranties, express or implied, from subcontractors, manufacturers, or suppliers, of any tier, for the materials furnished and work performed shall be assigned,

in writing, to City, and such warranties shall be delivered to the Director prior to acceptance of Contractor's performance of the Agreement.

Contractor shall replace or repair defective materials and workmanship in a manner satisfactory to the Director, after notice to do so from the Director, and within the time specified in the notice. If Contractor fails to make such replacement or repairs within the time specified in the notice, City may perform the replacement or repairs at Contractor's expense. If Contractor fails to reimburse City for the actual costs, Contractor's Surety shall be liable for the cost thereof.

26. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the services under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

27. Third Party Claims. City shall have full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

28. Non-Assignability; Subcontracting. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect; and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

29. Applicable Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

30. Attorneys' Fees. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to any other relief to which the party may be entitled.

31. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

32. Authority. The persons executing this Agreement on behalf of Contractor warrant and represent that they have the authority to execute this Agreement on behalf of

Contractor and have the authority to bind Contractor to the performance of its obligations hereunder.

33. Incorporation by Reference. All Exhibits attached hereto are incorporated herein by reference. The documents, payment and performance bonds, City insurance requirements, together with this written Agreement (and all Exhibits, documents and laws referenced therein), shall constitute the entire agreement between the parties as to the subject matter of this Agreement. In the event of any conflict between this Agreement and any Exhibit hereto, the provisions of this Agreement shall control.

34. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of this Agreement.

36. Non-waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Notice. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:

Stephanie Katsouleas, P.E.
Director of Public Works
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

To Contractor:

Patrick Healy
Merchants Landscape Services Inc.
11220 1/2 Peoria St
Sun Valley, Ca. 91352

38. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

39. 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.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

CITY OF MANHATTAN BEACH

CONTRACTOR

By:

City Manager

ATTEST:

By:

City Clerk

APPROVED AS TO FORM:

By:

City Attorney

APPROVED AS TO CONTENT:

By:

Director of Public Works

APPROVED BY FINANCE DEPARTMENT:

By:

Steve S. Charelian
Interim Finance Director

Merchants Landscape Services, Inc.

By:

Printed Name: Mark Brower

Title: President

By:

Printed Name: Donna Brower

Title: Secretary

EXHIBIT A
Scope of Work

(Scope of Work in attached Request For Proposals 1166-18.)

EXHIBIT A



Landscape Maintenance Services Specifications



Prepared by the Department of Public Works
Stephanie Katsouleas, Director

PART I

LANDSCAPE MAINTENANCE SERVICES SPECIFICATIONS

1. PURPOSE

The intent of this Section as it applies to this contract is to clarify the manner in which the various work activities shall be performed as they relate to the routine landscape maintenance including the Downtown Streetscape area, medians, public plaza (City Hall, Metlox, Public Safety Facility), pier parking lots, landscaped areas, athletic fields, school fields, and pier. The term "Contract Administrator" shall mean the City of Manhattan Beach Director of Public Works or his designee.

The contractor shall provide at his own risk and cost all labor, materials, tools, equipment, off-site parking and storage, transportation, hauling, fertilizers, insecticides, chemicals, mulch, seed, water, sand, decomposed granite, chemicals and other items needed to perform landscape work as directed herein.

2. PERSONNEL

Contractor shall only employ competent personnel during the course of this contract. Any person found to be disorderly, troublesome, intemperate, incompetent, or who fails or refuses to perform work properly, acceptably, and as directed, shall, upon notification by the City, be immediately removed from employment under this contract and shall not be re-employed at the City for the remainder of the contract term. Additionally, all personnel employed by the Contractor during the term of this contract shall conduct themselves in a manner that is consistent with servicing a public entity, and to abide by all local, state and federal laws, rules and policies.

Contractor employees shall present a neat and professional appearance. Contractor employees shall dress in a standard uniform consisting of safety orange button front shirts, safety orange tee shirt, and green, brown or navy pants per industry standards. Additionally, Contractor employees shall have in their possession and in plain view at all times a City issued identification card. All Contractor personnel shall be issued, at Contractor expense, any and all task specific personal protective equipment (PPE). ALL PPE shall be in compliance with Federal, State, and Local laws and regulations. Contractor will issue the City of Manhattan Beach a roster of all on-site personnel, and will immediately notify the City of Manhattan Beach of termination, substitution, or absence from said roster. Contractor personnel assigned to mission critical or other sensitive locations or duties may be required to pass a background screening (Live Scan) at Contractor expense prior to reporting to work upon City property.

3. SCOPE OF WORK

The Contractor shall perform all work necessary to complete the contract in a satisfactory manner. The areas to be cleaned shall include turf areas, ground cover areas, hillsides and slopes, shrubs, play equipment, park furniture, barbecues and grills, hot coal containers, sand play areas, hardscape, drain lines, sidewalks, athletic fields, driveways, parking lots and aprons, ditches, catch basins, gutters, curb drains, park accessories, restrooms (open), park and street furniture and waste receptacles.

4. LEVEL OF MAINTENANCE

- (a) All work shall be performed in accordance with standard maintenance standards set forth in Part II of these specifications at City approved frequencies so as to maintain the safety, usefulness, and aesthetic appearance of the landscaped areas acceptable to the City. Standards and frequencies may be modified from time to time as deemed necessary for the proper maintenance of these areas at no additional cost to the City.
- (b) Spot inspections of all areas included in the contract shall be made by the City. The results of each inspection shall be recorded and retained for reference. The City shall allot four (4) hours for monthly inspections. The Contractor shall compensate the City for all time required for inspection and supervision in excess of the above-specified time, including any costs for performing corrective work or causing work to be performed by others providing that:
 - (1) The excess time is, in the opinion of the City, required due to an inadequate level of maintenance, as specified herein.
 - (2) That the Contractor has been informed of the deficiencies within one- (1) working day after the weekly inspection.
 - (3) That the Contractor has failed to correct said deficiencies within one- (1) working day after notification. Compensation shall be charged at the actual rates incurred by the City, including time, mileage, and labor (labor shall be charged at the fully burdened rate as set forth in the current Resolution of Fees). The charges will be billed in one hour increments.
- (c) Notices and penalties for non-performance are set forth as follows:
 - (1) Deficiency Notice: The Contractor is required to correct deficiencies within the time specified by the City. The notice will be served via a web based customer service application, and the 24-hour notification period will begin
 - (2) Withholding of Payment: Provided work under the Deficiency Notice has not been completed, payment for subject deficiency shall be withheld until deficiency is corrected, without right to retroactive payments. The City, based on an estimate developed by the City, shall determine such costs.
- (d) The Contractor's representative shall contact the City three times daily for notification of maintenance item(s) requiring correction.
- (e) The Contractor shall provide an on-site field supervisor and maintenance crew during normal working hours as determined by the City. All Contractor personnel shall be supervised by a qualified, English-speaking field supervisor in the employ of the Contractor. The Field Supervisor must be on-site and available to report to the Contract Administrator between 8:00 AM and 5:00 PM Monday through Friday. There will be a fifteen (15) minute reporting window upon being contacted by the Contract Administrator and Contractor Supervisor's presence at the requested location.

The Contractor must employ sufficient personnel to perform all work as scheduled and approved by the City.

5. REPORTING

The Contractor or his representative shall make contact with the Contract Administrator or his representative on a thrice daily basis (8:15am, Noon, 4:00pm) and at such other times as may be required by the City to review the performance of the agreement and to discuss any problems or contract related matters as determined by the City.

The Contractor shall submit weekly reports via the City's email and work order management system which reflects the work which has been accomplished. The weekly reports shall be submitted to the Contract Administrator by the first business day following the week for which the work is being reported and shall indicate:

- 1) The areas that have been mowed, edged, de-thatched, aerified, and detailed. Each activity shall indicate the date and time of service for each area where the work was performed.
- 2) For areas which have received fertilizers, pesticides, or herbicides, each application shall indicate the date, time, quantity applied, the square footage covered, and the type of fertilizer or chemical applied.
- 3) The Contractor's Field Supervisor shall carry an email capable smartphone at all times in addition to a City supplied portable radio.

6. EMERGENCY SERVICES

The Contractor shall provide the City with the names and telephone numbers of at least two (2) qualified persons who can be called upon by the City when emergency maintenance conditions occur during hours when the Contractor's normal work force is not present. Such work will be performed for additional consideration. The City shall call for such assistance only in the event of a genuine and substantial emergency. The Contractor shall provide a maximum of one hour personnel response time upon notification. Emergency work will be paid at the hourly rate established by this contract.

7. EXTRA WORK

Extra work is that work not included under the various bid items nor the result of the Contractor's negligence. Extra work shall include but not be limited to: new and/or replacement planting of various plant material. The City will pay for all extra work at a price approved by the City prior to completion of the work. The Contractor shall be responsible for any losses or damage due to his negligence as determined by the Contract Administrator.

The Contractor shall obtain written approval from the Contract Administrator prior to proceeding with any extra work except for emergency repairs. Contractor shall submit a written proposal to

the City when extra work is required or requested by the City. The City reserves the right to have any extra work completed by other contractors or City forces.

8. MINIMUM WORK ORDER

With the exception of an emergency, the City will not require the Contractor to furnish service for less than two (2) hours in any one-day for any extra work. The compensation shall be as shown in the Contractor's Proposal.

9. REPAIRS

City-owned property which is damaged or destroyed through vandalism or fire or which disappears through any unknown source and is repaired or replaced by the Contractor after prior approval by the Contract Administrator shall be reimbursed by the City.

Where public safety is affected, the Contractor shall make immediate equipment repairs or removals and shall report such repairs or removals immediately to the Contract Administrator.

Any work performed by the Contractor, as covered herein, shall be considered as extra work and shall be paid for as specified in Part II, Section 6, "Extra Work" of these specifications. Any damages incurred by the City due to Contractor omission, practice, or action shall be billed to the Contractor.

10. WORKING TIME LIMITS

All work unless otherwise specified, shall be performed between the hours of 7:30 AM and 5:00 PM, Monday through Friday, except park restrooms (which are to be opened at precisely 6:00am 365 days per year). and waste receptacles, which shall be cleaned and serviced seven days a week. Any and all other work on holidays, Saturdays or Sundays is permitted only with prior consent of the Contract Administrator. Please review the attached City of Manhattan Beach holiday calendar for reference.

11. AREAS NOT IN USE

In the event any of the Contractor maintained areas are unusable for any reason, including construction, acts of nature, or vandalism, the Contract Administrator may declare for the purpose of maintenance that an emergency condition exists and that it is out of use. Notwithstanding any provisions contained elsewhere in this agreement, the City reserves the right to perform any repair or construction work it deems advisable, including normal routine maintenance contemplated by this contract, with its own labor and equipment or through a third party. The cost of maintenance in the areas taken out of use will be prorated and deducted from the monthly bill.

In cases of days of inclement weather, Contractor must provide staff to assist the City personnel as needed and directed by Contract Administrator.

12. MATERIALS TO BE PROVIDED BY CONTRACTOR

The Contractor at his own cost and expense shall furnish all necessary equipment, supplies, materials of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of maintenance. The City shall have the right to specify the type and manufacturer of supplies and materials used in maintenance of the facilities. These supplies and materials shall include, but not be limited to:

- (a) All necessary top dressings, mulch, seed, water absorbers, wetting agents, fertilizers, chemicals, in-field dirt, amendments, fasteners, rodent control devices, etc.
- (b) Parts necessary will be provided by the City for the repair, and maintenance of all park furniture, accessories, and equipment.
- (c) Staining, materials, and tools necessary to maintain surfaces so treated.
- (d) Shrubs, ground cover, or other plant replacements. The Contractor shall secure the City's approval of the type of each supply, material or equipment prior to its use or installation on facilities. The City may require cut sheets, material samples, or other submittals prior to acceptance. The City will provide water at each site at no cost to the Contractor.

13. ADDITIONAL WORK

The construction of sidewalks, turf areas, play equipment and irrigation system installations, when necessary, may be completed by the Contractor and shall be on a negotiated price basis, provided, however, that the City shall have the option to solicit competitive bids for the accomplishment of such work and may award the bid to the lowest responsible bidder.

14. CHEMICAL CONTROL

Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies, which govern the use, and application of chemicals required in the performance of the work. Chemicals shall include, but not be limited to, fertilizers, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants and repellents.

Contractor shall use the latest IPM (Integrated Pest Management) techniques to minimize the amount of pesticides that are applied as detailed in the City's Least-Toxic Integrated Pest Management Policy (attached). Contractor shall adhere to best management practices in accordance with the requirements of the Municipal Stormwater Permit (stormwater BMPs) to eliminate or reduce non-storm water runoff. In no case shall the Contractor use water to rinse or flush chemicals, fertilizers, oil, or debris of any kind from equipment onto the site and/or drainage or sewage systems. All on site catch basins shall be regularly cleaned by the Contractor in accordance with stormwater BMPs. Contractor shall comply with the City's IPM policy in developing its IPM plan for presentation to the City

Contractor shall apply spray chemicals in the absence of air currents, preventing drift onto adjoining property and preventing any toxic exposure to persons or damage to vehicles and/or other personal or real property whether or not they are in, or near, the project.

Contractor shall submit an overall chemical control plan consistent with the City's IPM policy prior to commencing any Chemical Control Plan within the City. The Contractor's plan shall include the site name, targeted pest, planned methodology, timing and chemicals to be used. Upon completion and approval of the Chemical Control Plan, sample labels and recommendations prepared by a California State licensed Pest Control Advisor shall be submitted to the City. Before any chemical application within the City, the Contractor shall submit a schedule outlining date, location and work to be performed fifteen (15) working days prior to the week of work. Said schedule shall be submitted to the Contract Administrator. **Any deviation to said schedule or chemical substitution used shall not be permitted without the written consent of the Contract Administrator.**

15. COORDINATION OF ACTIVITIES

Contractor shall coordinate work schedules with the Directors of Public Works, Parks & Recreation, and the Manhattan Beach Unified School District (MBUSD) to prevent conflict with sports programs and activities.

16. WATER CONSERVATION

No watering shall be done when raining and shall be in conformance with City Ordinance No. 2122- Water Conservation.

(available online at <http://www.citymb.info/Index.aspx?page=1672>)

The Contractor shall advise the Contract Administrator of any need to adjust the irrigation schedule. Contractor shall, whenever possible, minimize the use of water during maintenance operations. Watering equipment shall be kept in good working order. Washing of equipment, except when necessary for the safety of and for the protection of equipment, shall be discouraged. In no case shall the Contractor use water to rinse or flush chemicals of any kind from equipment onto the site and/or drainage or sewage systems. The City shall be notified immediately of any water leaks or malfunctioning irrigation systems.

17. SOUND CONTROL REQUIREMENTS

Contractor shall comply with all Federal, State, County and local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract, and shall make every effort to control any undue noise resulting from the operation.

No maintenance functions that generate noise shall be commenced before 7:30 AM, and shall be completed by 5:00 PM.

Mechanical blowers are illegal to use within the City of Manhattan Beach City limits. M.B.M.C. 5.48.330. See http://library2.municode.com/3155/home.htm?infobase=16473&doc_action=whatsnew for full language regarding leaf blowers

Each internal combustion engine used for any purpose on the project or related to the project shall be equipped with a muffler of a type recommended by the manufacturer and in compliance with current CARB and AQMD requirements. No internal combustion engine shall be operated on the project without said muffler. Said noise level requirement shall apply to all equipment on the project or related to the project including, but not limited to, trucks, transit mixer, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of the public or Contractor's personnel.

18. INCLEMENT WEATHER

Contractor shall not work or perform any operations during inclement weather which may destroy or damage ground cover, turf areas or any other landscaped area. The Contractor shall contact the Contract Administrator for the determination of non-operation conditions.

19. AIR POLLUTION

Contractor shall comply with all Federal, State, County, and City regulatory agencies pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract and shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

The contractor shall employ the least polluting small engines available at the time of contract solicitation. All blowers, vacuums, line trimmers, and mowers must meet the latest CARB and Southern California AQMD standards. Equipment or hardware changes required by increasingly stringent AQMD or any other governmental agency that occur during the life of this contract will be at the expense of the Contractor, and without additional compensation from the City.

Additionally, 30% of the Contractors on-site vehicular fleet shall be comprised of hybrid and alternative fueled vehicles, scaling up to 50% by year three of the contract period. Small electric vehicles may be used in place of internal combustion powered vehicles provided they are street legal and meet all Federal, State, and local laws and regulations.

Material to be disposed of shall not be burned.

20. SPECIAL PROVISIONS TRAFFIC AND DETOURS

- (a) General - Contractor shall adhere to the California Work Area Traffic Control Handbook ("WATCH" manual and available through <http://bnibooks.com/>) and shall provide all labor, materials and equipment to install barriers, guards, lights, signs, temporary bridges, flag-persons; advising the public of detours and construction/maintenance hazards and, on completion of the work, promptly remove all signs and warning devices. Contractor shall be responsible for compliance with additional public safety requirements which may arise during landscape installations at the site. Contractor shall notify the Contract Administrator and the Director of Public Works seventy-two (72) hours in advance of closing or partial closing or of reopening any street or public thoroughfare.

- (b) Responsibility - Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the City may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the City at the Contractor's expense.
- (c) Hauling - Spillage onto public or private property resulting from hauling operations shall be immediately removed at Contractor's expense. Contractor is subject to fine for any violation of Federal, State, and local ordinance.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

21. DISPOSAL OF DEBRIS

The Contractor shall promptly dispose of all debris accumulated as a result of maintenance operations and will not allow any debris to remain on the public street or other public property after 4:00 PM on the day on which it is generated, 3:00 PM at all schools and athletic fields.

The contractor shall comply with the City's green waste program. All green waste debris (clippings, leaves, small branches, plant matter of any kind) collected during maintenance operations shall be placed in a City provided roll off container designated for green waste.

Additionally, contractor shall make every effort to eliminate landfill green waste through "green" maintenance practices. The contractor shall grass cycle by use of mulching attachments on all mowers. All woody green waste shall be chipped and spread as mulch as directed by the Contractor Administrator. Under no circumstances will the contractor be allowed to dispose of whole branches or woody debris without first chipping into usable mulch.

Debris is defined as all foreign matter not specifically designated a greenwaste. Disposal of debris shall be performed at no additional cost to the City and shall be considered to be included as part of the Contractor's bid price.

Debris may be disposed of at the Public Works Facility, 3621 Bell Avenue, Manhattan Beach, CA. Contractor shall dump refuse directly into designated roll off containers. The dumping of debris at City cost will be considered a privilege, and may be revoked for non-compliance with the City's disposal policies, including commingling of green waste with refuse. Hazardous waste of any kind shall not be disposed of on City property. Any additional costs to the Contractor associated with revocation of dumping privileges will be at the expense of the Contractor, and without additional compensation from the City.

22. MAINTENANCE SCHEDULES

The Contractor is required to furnish annual, monthly, weekly, and daily maintenance schedules to include planned activities for all persons performing any function of the contract. The weekly schedules shall be submitted to the Public Works Department no later than the Wednesday before the start of the scheduled weekly maintenance period.

23. COORDINATION OF SPECIFICATIONS AND SPECIAL PROVISIONS

These specifications, special provisions and all supplementary documents are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. Special provisions shall govern over specifications.

24. AUTHORITY OF THE CITY

The City or authorized representative shall decide all questions which may arise as to the quality or acceptability of work performed and as to the manner of performance and rate or progress of the work; all questions which arise as to the interpretation of the specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to claims and compensation. The City's decision shall be final and shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

Whenever the Contractor is not present on any part of the work where it may be desired to give direction, orders within the scope of these specifications may be given by the City or his authorized representative and the Contractor shall instruct his operators to follow these orders as though they had been issued by the Contractor.

25. FAITHFUL PERFORMANCE BOND

As a part of the execution of this contract, the Contractor shall furnish to the City a bond payable to the City in the form of a faithful performance bond as set forth in these specifications. The performance bond shall be secured by a surety company acceptable to the City, conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall be executed in the sum of two hundred fifty thousand dollars (\$250,000.00). The faithful performance bond shall remain in force for the entire term of this contract.

26. SUSPENSION OF CONTRACT

If at any time, in the opinion of the City, the Contractor has failed to supply an adequate working force, or equipment of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof, in writing, will be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Contract Administrator or his authorized representative, within the time specified in such notice, the City in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor's control shall terminate, and thereupon the City may hire such force and buy or rent such additional machinery, tools, appliances and equipment, and buy such

additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the work and for the completion thereof; or may employ other parties to carry the contract to completion; employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for, in such a manner as the City may deem proper; or the City may annul and cancel the contract and relet the work.

Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this contract shall be forfeited to the City; but such forfeiture will not release the Contractor or his sureties from liability for failure to fulfill the contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such non-compliance with the contract as to warrant the suspension or annulment thereof, the decision of the City shall be binding on all parties to the contract.

27. TERMINATION OF CONTRACT

Notwithstanding any other provision of these specifications and contract documents, the contract for landscape maintenance services may be terminated for no cause at any time by the Contractor upon ninety (90) calendar days advance written notice, delivered as certified mail by the United States Postal Service. The City of Manhattan Beach may terminate for no cause at any time upon thirty (30) calendar days advance written notice, delivered as certified mail by the United States Postal Service.

28. SUBLETTING AND ASSIGNMENT

The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control. Subcontractors will not be recognized as such, and all persons engaged in the work will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract and specifications. The contract may be assigned only upon written consent of the City Council or its designated agent.

29. LAWS TO BE OBSERVED

The Contractor shall keep himself fully informed of, and in compliance with, all Federal and State and County laws and all municipal ordinances and regulations of the City of Manhattan Beach which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

30. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Neither the City nor any other officer, employee or agent of the City of Manhattan Beach shall be personally responsible for any liability arising under the contract. The Contractor shall indemnify and save harmless the City of Manhattan Beach along with their officers, employees, and agents from any suits, claims, or actions brought by any person or persons for or on account of any injuries or damages sustained or arising in the conduct of this contract or in consequence thereof. Said hold harmless agreement shall include the requirement that the Contractor shall be responsible for all attorney fees and other defense costs resulting from any suits, claims, or actions specific to the above.

Coincident with the execution of any contract hereunder, the Contractor shall procure a policy of general and liability insurance in a company listed in the current Best Insurance Guide with a rating of A+, authorized to do business in the State of California, protecting the City of Manhattan Beach against any and all liability for death, injury, loss, or damage to person or property arising out of or in any manner incident to Contractor's operations under any contract that may be let pursuant to these specifications; provided that nothing herein contained shall be considered as requiring the exclusion of the contractor as an additional insured in the policy herein required. Such policy of insurance shall contain not less than the following limits of liability:

Minimum limits of One Million Dollars (\$1,000,000.00) combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the Contractor.

The Contractor shall, coincidentally with the submittal of necessary bonds, deliver a certificate of insurance, on a City General Endorsement Form and a City Auto Endorsement Form (See Exhibits A and B on pages 52 - 55) furnished by the City, to the City for approval as to form and sufficiency, and the contract shall not be effective, for any purpose, until such insurance endorsement is so delivered and so approved. The Construction or Service Contract Endorsement form, which shall be completed by the Contractor's insurance carrier, is attached to and made a part of these specifications. The City's forms of General and Auto Endorsement shall be completed and filed with the Certificate of Insurance. Contractor shall pay, at his own expense, all premiums upon said policy and shall maintain the same in full force and effect during the life of the contract. The procuring of such policy of insurance shall not be construed as a limitation of Contractor's liability or as a full performance on Contractor's part of the indemnification provisions of the contract; Contractor's liability being, notwithstanding said policy of insurance, for the full and total amount of any damage, injury, or loss caused by or incident to Contractor's operations under the contract.

31. WORKERS' COMPENSATION INSURANCE

The Contractor at all times shall keep fully insured at his own expense all persons employed by him in connection with the contract as required by the "Workmen's Compensation Insurance and Safety Act" of the State of California, and shall hold the City free and harmless from all liability that may arise by reason of the injuries to any employees of the Contractor who are injured while performing any work or labor necessary to carry out the provisions of this contract. The Contractor shall, during the life of the contract, keep on file with the City evidence that the

PART II

TECHNICAL SPECIFICATIONS

PARKS, SCHOOL FIELDS, DOWNTOWN STREETScape, PARKING LOTS, MEDIANS, PUBLIC PLAZA (CITY HALL, PUBLIC SAFETY FACILITY, METLOX), AND PIER AREA

1. GENERAL

The maintenance work for the City of Manhattan Beach has been organized into a list of specific work activities. Contractor shall verify all estimates and make seasonal adjustments to maintenance intervals as required. The City shall not be responsible for any errors or omissions.

2. TURF MAINTENANCE

- (A) Mowing and Edging -Turf areas shall be mowed, edged and/or trimmed as needed, once per week at a minimum unless specifically scheduled otherwise. Occasionally, certain athletic fields will require twice weekly mowing to maintain playability, especially during periods of hot weather or for tournament play. Turf areas consisting of cool season grasses shall be mowed before reaching three and one-half (3-1/2") inches in height and shall be mowed no lower than one and one-half (1 1/2") inches in height, unless specifically instructed by the Contract Administrator.

Turf areas consisting of warm season grasses shall be mowed with a reel mower and according to the season. During dormant periods, the warm season grasses shall be mowed as needed to maintain turf at 1/2" to 3/4" in height. During the growing season, the warm season grasses shall be mowed to maintain a 3/4" height. The City may request the Contractor to vary mowing heights for special events and conditions, and as directed by the Contract Administrator.

The City shall provide a schedule of designated times and locations for certain mowing operations. The Contractor shall submit a mowing schedule of days and times for those turf areas not specifically called out within the included mow schedule. The Contractor shall maintain the approved schedule unless a change is authorized or directed by the City.

Debris shall be lifted the same day of each mowing, trimming, or edging operation and shall be removed from the fields per Contract specifications.

Turf shall be trimmed to the edge of sidewalks, curbs, mow strips, retaining walls, posts, valve boxes, controllers, light standards, and any paved surface. Turf shall be kept trimmed or sprayed with a non-selective contact herbicide for a distance of eighteen (18) inches from all tree trunks.

Contractor shall exercise care not to spray tree trunks with any chemicals or injure the tree trunks with any chemicals or mechanical equipment. Contractor shall be liable for any damages to landscapes and planted materials arising from the improper or negligent operation of mowers, string trimmers, and/or chemical application.

Contractor shall be required to clean any and all turf care equipment as needed to prevent cross contamination of turf areas with non-desirable grasses and/or noxious weeds. If the Contract Administrator deems that cross contamination of any landscaped area with invasive grasses or weeds is attributable to the horticultural practice or lack thereof on the part of the Contractor, the City shall hold the Contractor liable for any and all costs associated with returning the landscaped area to original condition.

- (B) Watering -An automatic irrigation system is provided for the Contractor's benefit to maintain optimum soil moisture content to ensure healthy, vigorous growth, but shall not be intended as the only means of irrigation. Hand watering may be required in some areas. The City shall control and maintain the operation of the irrigation system except in those areas specifically called out as Contractor maintained and operated. and contractor shall perform maintenance as directed by Contract Administrator. The Contractor shall report any malfunction and present any request for adjustment of the system to the Contract Administrator. Should there be an interruption of electrical power or malfunctioning of the controller or control valves for more than two (2) consecutive days, the Contractor shall be required to water by other means if necessary to prevent deterioration of the areas involved without additional cost to the City. The Contractor shall be responsible for providing control and monitoring irrigation operations to provide sufficient water for optimum growth with a minimum of water run-off. Unnecessary flooding or excessive watering shall be corrected as quickly as possible.
- (c) Fertilization - Prior to fertilizer applications, notification shall be made as required in Part I, Section 13, of these specifications. A City representative shall verify the fertilizer quantity and quality at the site at the time of each application. The type, quantity, time, location, and coverage of fertilizer applied shall be indicated in the weekly report. Contractor shall adhere to all Ocean Safe Campaign practices to eliminate or reduce non-storm water runoff Contractor shall adhere to item number 13, Chemical Control, as provided in the General Specifications to eliminate non-storm water runoff. In no case shall the Contractor use water to rinse or flush chemicals, fertilizers, oil, or debris of any kind from equipment onto the site and/or drainage or sewage systems.

Cool season turf grasses shall receive fertilization at the following rates and intervals: five (5) pounds of ammonium sulfate, 21-0-0 per 1,000 square feet per application, in early March, early May and early October. In late November the cool season grasses shall receive one application of six (6) pounds of complete fertilizer, 16-16-6 plus trace elements per 1,000 square feet.

Warm season turf grasses shall receive fertilization at the following rates and intervals: Bermuda grass shall receive two (2) pounds per 1,000 square feet of ammonium sulfate, 21-0-0 per application in early February, March, April and May. In early September, October and November, the Warm season turf grasses shall receive five (5) pounds of complete fertilizer 16-16-6 plus trace elements per 1,000 square feet per application.

Hybrid Bermuda grasses shall receive six (6) pounds of complete fertilizer 16-16-6 plus trace elements per 1,000 square feet per application in early October, November, January and March. In early April, May, July and late August hybrid Bermuda grasses shall

receive two (2) pounds of ammonium sulfate 21-0-0 per 1,000 square feet per application. The Contractor will be responsible for thoroughly watering the day before fertilization and thoroughly again immediately after application of any fertilizer.

The fertilizer applications shall be applied immediately after the aerification and thatch removal operations. The cost for fertilizers shall be included within the price of the contract.

- (D) Insect, Disease and Pest Control - The Contractor shall provide complete insect, disease, and pest control as necessary and as directed by the Contract Administrator. The Contractor shall obtain the Contract Administrator's approval fifteen days prior to the use of any chemical, mechanical, or any other method of control. The cost for control chemicals, materials, devices, and services shall be included with the price of the contract.

Contractor shall adhere to all Ocean Safe Campaign practices to eliminate or reduce non-storm water runoff. Contractor shall adhere to item number 13, Chemical Control, as provided in the General Specifications to eliminate non-storm water runoff. In no case shall the Contractor use water to rinse or flush chemicals, fertilizers, oil, or debris of any kind from equipment onto the site and/or drainage or sewage systems.

- (E) Weed Control - All vegetation shall be sprayed and removed for a distance of eighteen (18) inches from tree trunks to form tree wells or mulch rings. Any additional weed control in turf areas shall be as needed or as directed by the Contract Administrator. Weed control required and approved within turf areas by the Contract Administrator shall be included in the monthly costs for the various locations.
- (F) Soil Aerification - Turf aerification shall be accomplished quarterly, once just prior to spring fertilizer application. The entire turf areas shall be aerated with a self-propelled machine that removes cores of soil 3/4" in diameter by four (4) to six (6) inches long, spaced no more than six (6) inches apart. Soil shall be moist to a depth of at least six (6) inches before aerifying. One of the aerifications shall be done immediately after thatch removal operation required in early October. Cores shall be removed as directed, from the field during or immediately after aerification. Contractor shall be responsible for any and all damages to sprinkler heads, piping, valve boxes, etc. during the aerification process, and shall return any damaged components to full operation upon completion of aerification activities.
- (G) Thatch Removal - Thatch shall be removed with a vertical slicing mower once a year in early October from all turf areas as directed by the Contract Administrator. Care shall be taken to avoid unnecessary or excessive injury to the turf grass stand. Sweep or rake the dislodged thatch from the turf areas and remove from the park site. After the thatch is removed, turf shall be aerified, fertilized, and watered. Contractor shall be responsible for any and all damages to sprinkler heads, piping, valve boxes, etc. during the de-thatching process, and shall return any damaged components to full operation upon completion of de-thatching activities.

- (H) Rehabilitation – The contractor will be held responsible for the establishment and maintenance of renovated and newly hydro-seeded turf areas. The maintenance period shall be ninety (90) days from the date of project acceptance.

3. SHRUB AND GROUND COVER MAINTENANCE

- (A) Pruning and Trimming - Ground cover shall be kept trimmed to the edge of sidewalks, light fixtures, driveways, mow strips, retaining walls, and buildings. Ground cover shall be kept one (1) foot from fences, property lines, trees, and shrubs. In no case shall ground cover be allowed to climb walls, fences, light fixtures, buildings, shrubs and trees. Exceptions will be noted by the Contract Administrator.
- (B) Watering - See Part II, Section 2b
- (C) Fertilizing - Ground cover and shrub areas not covered elsewhere shall be fed between February and April with a complete slow-release fertilizer (Osmocote or approved equal), 16-16-6 plus trace elements at the rate of 275 pounds per acre, or approximately six (6) pounds per 1,000 square feet. Water thoroughly the day before fertilizing and thoroughly again immediately after the application of the fertilizer. Wash all fertilizers from plant foliage immediately after application.
- (D) Insect, Disease and Pest Control - See Part II, Section 2d
- (E) Weed Control - A pre-emergence and post-emergence program shall be maintained by the Contractor for the entire duration of the contract. Ground cover and shrub areas shall be weeded before any weeds reach four (3) inches in height, and at a minimum of once weekly. Pre-emergence herbicide shall be applied in early March and again in early September according to the manufacturer's recommendation each year in all ground cover areas. Post-emergent herbicide shall be applied as needed, as directed, and the type approved by the Contract Administrator depending upon the type of ground cover involved. Serious pest weeds, such as yellow nutsedge, Bermuda grass and Bindweed shall be spot treated with portable sprayer or wick wand as needed with an effective herbicide and applied per manufacturer's recommendations. Water shall not be applied to treated areas for forty-eight (48) hours after each application. The Contractor shall notify the Contract Administrator to have the irrigation system adjusted appropriately when weed controls are applied. Sprayed weeds shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied as above. After a complete kill, all dead weeds shall be removed from the park site. Nutsedge shall be treated a minimum of once per month until complete control is achieved as specified above.

4. **PARKS and PUBLIC PLAZA MAINTENANCE (City Hall, Metlox, Manhattan Beach Arts Center, Public Safety Facility)**

(A) **Deficiency Report**

Contractor shall report any major deficiency or the need of replacement for any item herein listed to the Contract Administrator. The Contract Administrator will then determine the extent of the removal or replacement, if any. The Contractor will be reimbursed for expenses in excess of five hundred dollars (\$500) annually for replacement and repair of equipment, furniture and accessories (excluding lighting equipment) and facilities due to normal wear and tear. Such work for replacements or repairs made in excess of five hundred dollars (\$500) for the year shall be considered as extra work and shall be paid for as specified under Proposal. Where public safety is affected, the Contractor shall make immediate equipment repairs or removals. The Contractor shall report such repairs or removals to the Contract Administrator.

5. **PARKS and PUBLIC PLAZA (FACILITIES MAINTENANCE) FURNITURE AND ACCESSORIES**

- (A) **General** - Contractor shall be responsible for the custodial maintenance of play equipment, park furniture and accessories, including, but not limited to benches and picnic tables. Custodial maintenance shall include such items as sweeping, cleaning, replacing missing screws, bolts and fasteners, handles, and any other minor items necessary for safe and proper operation of a facility or equipment. Graffiti shall be reported as soon as discovered to the Contract Administrator.

Picnic tables, hot coal containers, and concrete slabs that the furnishings set upon must be cleaned and serviced a minimum of three times weekly, (Friday, Saturday, Monday) during the summer months, and a minimum of twice a week during the remaining year.

Contractor shall immediately report any deficiencies, or the need for replacements for any item herein listed to the Contract Administrator. The Contract Administrator will then determine the extent of the removal or replacement, if any. Where public safety is affected, the Contractor shall make immediate equipment repairs or removals. The Contractor shall report such repairs or removals to the Contract Administrator.

Contractor shall also be responsible for custodial maintenance of the Public Plazas public right-of-way, alleys, gutters, sidewalks, equipment, public furniture and accessories including, but not limited to, benches, light poles, signs, and trash receptacles. Maintenance shall include such items as miscellaneous sweeping and cleaning in public areas and collection of City trash containers in public areas and adjacent parking lots. Wooden site furnishings (jarrah wood) shall be inspected for splinters and oiled with a City approved penetrating oil on a twice monthly basis. Maintenance shall also include cleaning of the glass and moving hand rails on the four (4) escalators at the Metlox facility daily. The Public Plazas shall be cleaned to the satisfaction of the Contract Administrator seven (7) days a week.

6. CLEAN-UP

After Contractor has completed all operations in these specifications, the Contractor shall remove and dispose of all clippings, cuttings, trimmings, weeds, leaves, paper, trash, and other debris existing or due to his operations from the site, at the end of each day's work. All litter and debris shall be cleaned from all areas as required or as directed by the Contract Administrator.

No grass clippings or other materials may be deposited or left in the curb area or on the street. All clippings must be removed immediately by hand sweeping. Washing any material down the street gutter is strictly prohibited. Any deviation of this requirement is in conflict with the Clean Water Act and will be dealt with accordingly.

7. IRRIGATION SYSTEMS

Contractor shall have one full-time employee and one part-time employee on staff, experienced and seasoned irrigation professionals. Said employees must be familiar with Rainbird Maxicom, Leit Solar, and Irritrol control systems operation and adjustment. The City has standardized on Rainbird components, and any off brand or legacy equipment encountered in the field shall be brought up to current standards when serviced, repaired or replaced. Irrigation systems shall be inspected a minimum of once per week for operation, water volume, and sprinkler alignment. During the summer and times of Santa Ana wind conditions, the systems shall be monitored daily for proper function. The Contractor shall notify the Contract Administrator immediately, in writing, if any part of the system is damaged, malfunctioning, or creating excessive water runoff. The cost of inspection of the irrigation systems shall be included in the monthly costs for the various locations. Repairs and adjustments will be performed by the contractor, under the supervision of the Contractor Administrator or his/her designee.

The Contractor shall be wholly responsible for irrigation repair, maintenance, monitoring, and adjustment at school sites and street medians per the attached schedule. The Contractor shall only be responsible for the monitoring and reporting of deficiencies of irrigation at the remaining sites identified in this proposal. Repairs and adjustments at these locations will be completed by City personnel, except in areas specifically designated to be maintained by the Contractor. All irrigation repair and replacement parts will be furnished by the City. The City will not reimburse the Contractor for parts damaged by Contractor operations, including those parts skinned, cut or otherwise rendered unusable due to edging, mowing, aerification, dragging, or towing operations. This includes the replacement of irrigation boxes and lids, specifically lids lost due to being unsecured with the manufacturer provided stainless steel locking bolts.

Due to constantly changing weather conditions, watering duration and frequency will of necessity require regular and constant adjustment. City personnel shall adjust automatic sprinkling timers only in areas under its control as necessary to accommodate changes in the weather. If during maintenance operations an irrigation system is manually operated and left flowing, or misadjusted and is over or under watering due to Contractor error or omission, City crews will either shut off or

adjust the system for proper operation, and deduct the incurred labor charges from the Contractor's monthly payment. The charges will be determined as set forth in the City's current Resolution of Fees. Additionally, if landscaped areas are damaged by lack of water, and it is determined that the damage is the direct result of error or omission on the part of the Contractor, the Contractor shall be liable for the return of any landscaped area to original condition and without further compensation from the City. Contractor shall perform additional watering during periods of hot weather for areas that are hand watered.

8. WOOD CHIP AND RUBBER MULCH AREA MAINTENANCE: (1) VETERAN'S PARKWAY AND (2) TOT LOTS

(1) **VETERAN'S PARKWAY:** Wood chips (type based on Contract Administrator's specification) will be furnished and placed upon the Veterans Parkway and maintained at a two (2") to four (4") inch depth. The Veterans Parkway chip pathway shall be serviced a minimum of once a week to ensure a safe and attractive walking and running surface. The Contractor shall remove any and all vegetation or foreign materials from the wood chips and dispose of same off-site. The Veterans Parkway shall be replenished as necessary to maintain the specified chip depth.

(2) **TOT LOTS:** Wood chip areas in play areas shall be kept evenly spread at a uniform 4 (4") to six (6 ") inch depth. Wood chips (type based on Contract Administrator's specification) will be furnished and shall be placed and maintained at a two (2") to four (4") inch depth. Contractor shall remove weeds and debris as required herein. Where divots or displacement occurs due to heavy activities (swing set areas, merry-go-rounds, climbing apparatus, etc.).

Rubber chip play areas shall be maintained to design specification to maintain ASTM fall attenuation zones. Rubber chips displaced by children during the day are to be swept back into containment areas daily before 9:00 AM 7 days a week. During periods of inclement weather, the Contractor shall pump out any standing water within 24 hours of storm event.

Once per year the Contractor will furnish wood chips to each City park site (as directed and determined by the Contract Administrator) and the entire length of Veteran's Parkway for replenishment (type based on Contract Administrator's specification). The Contractor shall spread the wood chips evenly over the entire wood chip areas to a uniform depth.

Weeds shall be pulled and removed from non-vegetative areas before reaching four (4) inches in height. **No chemicals or pesticides of any kind are to be used in tot lots and/or children's play areas, regardless of play surface (sand or wood chip)**

9. DECOMPOSED GRANITE AREAS MAINTENANCE

Decomposed granite areas shall be kept in a neat and clean condition, free from weeds and debris. As needed throughout the year, the decomposed granite areas will be resurfaced as needed to maintain a safe and conforming surface or as directed by the Contract Administrator. Contractor shall resurface the area by filling in low or worn areas with new decomposed granite to eliminate ponding of water. The decomposed granite shall be placed to a minimum thickness of four (4) inches; then smoothed, raked and watered prior to compaction with a vibratory plate compactor or other approved device.

10. SAND PLAY AREAS MAINTENANCE

Play areas covered by sand shall be kept free from weeds, litter, and debris. Sand shall be kept in a leveled condition as directed by the Contract Administrator to prevent the development of large holes or the exposure of equipment footings or foundations. Where divots or displacement occurs due to heavy activities (swing set areas, merry-go-rounds, climbing apparatus, etc.), contractor shall re-distribute the sand 7 days a week. Sand areas shall be tilled and maintained in a manner so as to eliminate the presence of densely compacted conditions. Play areas shall be checked daily before 9:00 a.m. for broken glass and hazards which require immediate correction. Sand shall be swept from adjoining walkways on a daily basis. Replenishment of sand shall be with like material and samples provided and approved prior to field installation.

No chemicals or pesticides of any kind are to be used in tot lots and/or children's play areas, regardless of play surface (sand or wood chip)

11. ROSES

Rose areas shall be maintained in accordance with the descriptions of work as described herein.

Replacement of roses shall be made when bare root plants are available. The replacement of roses for reasons not caused by the Contractor's negligence shall be considered extra work and paid for as covered in Part II, Section 6, Additional Work. Before commencement of additional work, a written proposal shall be submitted to the Contract Administrator for approval.

(A) Watering

The existing irrigation system is controlled automatically by time clock. Watering of roses shall be done as needed to keep the roses healthy.

(B) Pruning

All roses shall be pruned as needed during the month of January or February. The Method of Pruning shall be determined in the field by the Contract Administrator.

(C) Fertilizing

Roses shall be fertilized three times a year as directed by the Contract Administrator.

(D) Mulching

Two (2) inches of recycled mulch shall be applied to the rose beds during the month of February.

(E) Litter Control

All litter and debris shall be cleaned from the rose areas as needed.

12. FENCING

The fencing at all facilities shall be inspected by the Contractor on a weekly basis, and kept free of all weeds, grass, etc. Contractor shall notify the City of any repairs required to the fencing and it shall be the City's responsibility to repair.

13. BASEBALL ,SOFTBALL, AND SOCCER FIELD MAINTENANCE

The baseball and soccer fields are to be inspected 7 days a week; baseball fields shall be fully maintained on a Monday, Wednesday, Friday schedule during the playing seasons. During the off seasons, the fields shall be maintained on an as-needed basis as determined by the Contract Administrator, normally two to three times a week. If heavy maintenance is performed, the infield shall be temporarily fenced off and closed, including those periods of complete off season closure for the establishment of newly seeded or sodded turf infields. All field turf shall be maintained in accordance with general turf maintenance requirements. The turf areas shall be checked 7 days a week for holes, which shall be filled immediately. Additionally, all bleachers, trash receptacles, and drinking fountains are to be serviced and inspected 7 days a week. This work shall be completed before the times scheduled for use of the fields.

Baseball field maintenance includes watering, nail dragging, heavy dragging, filling of low and/or sunken areas, installing and maintaining base pegs and overall field dimensions, burning and maintaining of foul lines, raking and sweeping all dugout areas and batting cages of debris, and removing any standing water puddles and/or mud holes.

Soccer field maintenance includes filling of divots and low areas, maintaining foul lines, maintaining the field free of trash and debris, and removing water puddles and mud holes.

Recognizing that baseball diamonds and soccer fields are high-use facilities, and that their proper care and maintenance is critical to the safety and well-being of the user-public as well as a deterrent to liability litigation, it is necessary to establish standards to insure adequate playing conditions.

REMOVE AND REPLACE HOMERUN FENCING AT MARINE SPORTS COMPLEX:

Once per year (as directed by the Contract Administrator) fencing will be removed for Soccer season and reinstalled for Baseball season.

(A) General

The safe condition, playability and maintenance of baseball and softball diamonds shall be the responsibility of the Contractor, under the supervision of the Contract Administrator.

(1) The Contractor shall be charged with the overall responsibility for the condition and maintenance of the diamonds. The Contractor shall, on a daily basis, observe the conditions of the diamond and take those measures necessary to insure the suitability of the diamond for play.

"Suitability for play" shall be defined as follows:

A diamond shall be deemed suitable for play when it is smooth and free of debris, water, mud, rocks, pebbles, ruts, berms, low areas, divots and any unnamed condition deemed hazardous.

All fields shall be inspected by 9:00 a.m. each day for the above conditions. Standing water and muddy brick dust must be removed and replaced with suitably dry material immediately. It is the contractor's responsibility to make every effort to bring a field into acceptable condition during periods of intermittent inclement weather.

(2) The Contractor's employee shall, on or before October 1 each year, meet with the Director of Parks and Recreation and the Director of Public Works or appointed representative to inspect each ball diamond and determine necessary heavy maintenance work to be completed prior to the opening of baseball/softball season. The Contract Administrator shall direct the Contractor as to the type and application rate of all turf seeding, if required.

(3) It shall be the responsibility of the Contract Administrator to make arrangements with the Contractor for the heavy maintenance deemed necessary. (planning, dragging, importing of brick dust, aerification, fertilization, seed planting, etc.)

(4) It shall be the responsibility of the Contractor to notify the Contract Administrator of any heavy maintenance work needed during the playing season.

(5) Contractor personnel shall be responsible for the installation of base anchors, pitcher plates, and home plates. As assigned by the Contract Administrator, Contractor personnel shall be responsible for the burning in of foul lines in advance of the playing season, if so directed.

The foul lines and out-of-bounds lines on the grass should be "burned" in, in order to last all season. In making the diamond, a string should be drawn from the back point of home plate to the outside edge of first base, and through to the foul pole, and then from the point of home plate to the outside edge of third base to insure straight lines and ease of marking.

(B) Initial Preparation of Ball Diamonds as Done by Contractor Personnel During the Baseball Season

(1) The Contractor is to complete initial preparation of the diamonds. During the baseball season, diamonds must be cared for Monday, Wednesday, and Friday to provide a continuing high standard of condition. Such preparation is described, sequentially, below.

(2) Preliminary Watering

Home plate and pitcher's mound will receive the heaviest watering, as these areas get the most use during actual playing time. Slightly less water will be applied to first, second and third base areas. The entire skinned area of the playing area shall be watered Monday, Wednesday, and Friday to ensure a lightly compacted, uniform, level, and dust free playing surface

(3) Leveling

Using a garden rake with a two-foot metal strip welded to the back, the soil in the batter's box and pitcher's mound should be loosened, raked, watered, shaped, leveled and tamped down firmly.

As needed, the Contractor shall use a high-pressure water jet to dislodge brick dust from the turf / infield brick dust margins to avoid a build up of brick dust along the turf/ infield margins

(C) Watering

(1) The diamond shall be watered thoroughly with the proper amount of water to provide a suitable condition for dragging. As a rule, the appearance of small water bubbles should indicate sufficient watering. A thin layer of water on the surface is not sufficient. A fine spray of water shall be used.

(2) In all watering of the diamonds, the correct procedure is to water away from yourself with the hose to the rear. Do not walk on the watered areas.

(D) Dragging

(1) Brick dust diamonds require moisture penetration to prevent a hard, dry condition from developing. It is, therefore, important that Monday, Wednesday, and Friday dragging to break the crust be performed. Dragging shall not be done without first watering the field to prevent dust from rising with dragging. The speed of the dragging vehicle shall not exceed 5 M.P.H. A small City-approved utility vehicle is to be used. No four-wheel trucks shall be used. The drag used for this purpose should be a minimum 3' x 4' and have 1 ½" protruding spikes.

(2) Upon completion of the crust-breaking drag, a smoothing drag shall be undertaken. The drag is similar to a metal foot scraper, constructed of heavy interwoven metal squares. The size of the drag is 4' x 6'.

(3) In all dragging, the correct procedure is to begin the area adjacent to the backstop and drag in overlapping, concentric circles until the entire skinned area is covered. Care should be exercised to prevent build-up of brick dust, thus causing a raised berm under the inner edge of the outfield and infield grass or against the backstop and other fences. On a weekly basis, a high-pressure stream of water shall be used to dislodge any buildup of brick dust along areas bordering infield and outfield turf to eliminate the formation of berms.

(E) Repair of Home Plate and Pitcher's Mound Areas

(1) Heavy watering must be done to the home plate area and pitcher's mound area after any holes have been filled and tamped in. The amount of water applied should not be so much as to prevent playability within 15 to 30 minutes.

(2) Water should be applied with a mist spray to the point of saturation, then water allowed to soak in. Repeat this process until soil is damp all the way through.

(F) Periodic Special Maintenance

The daily dragging of the ball diamond is satisfactory within certain limits. However, after a period of continued maintenance of this type, it becomes necessary to take measures to ensure an even playing surface.

(1) A planed drag, 5' wide and 8' long is used for this operation.

(2) The planed drag, towed by a lightweight turf vehicle or specialized power equipment not exceeding 1,500 pounds and equipped with wide treaded turf tires, is used to cut down high spots, dragging the excess material to low areas.

(3) The planed drag includes an adjustable metal cutting blade approximately 5 ½' wide which can be raised or lowered or set at different angles.

(4) The Contract Administrator will request this operation.

14. SOCCER / FOOTBALL FIELD MAINTENANCE

The soccer fields shall be maintained on a daily basis through the soccer season of September through February. It is the contractor's responsibility to make every effort to bring a field into acceptable condition during periods of intermittent inclement weather.

During the off season the soccer fields shall be maintained on an as-needed basis as specified in Part III, Section 3, Turf Maintenance.

During soccer season all work on soccer fields shall be completed before 2:00 p.m. each scheduled day.

Recognizing that soccer fields are a high use facility and that their proper care and maintenance is critical to the safety and well being of the user-public and as a deterrent to liability litigation, it is necessary to establish standards to insure adequate playing conditions.

Soccer fields shall be maintained as specified in Part II, Section 2, Turf Maintenance, except Section 2, Part (f), Aerification.

All soccer fields shall be aerated once per month. The turf shall be aerated with a self-propelled machine that removes cores of soil ¾" in diameter by four (4) to six (6) inches long, spaced no more than six (6) inches apart. Soil shall be moist to a depth of at least six (6) inches before aerifying. Cores shall be removed from the field during or immediately after aerification.

After completion of the aerification process, Contractor is to top dress the turf area with a sand/composted chicken manure mixture (Earthworks Clay-Breaker or approved equal) with a machine specifically designed for such operations.

Contractor shall be responsible for any and all damages to sprinkler heads, piping, valve boxes, etc. during the aerification process, and shall return any damaged components to full operation upon completion of aerification activities.

The Contractor's employee shall, on or before May 1st of each year, meet with the Director of Parks and Recreation and the Director of Public Works or appointed representative to inspect each soccer field and determine necessary heavy maintenance work to be completed prior to the opening of the soccer season.

It shall be the responsibility of the Contract Administrator to make arrangements with the Contractor for the heavy maintenance deemed necessary (leveling, aerification, fertilization, seed planting, etc.) The Contract Administrator shall direct the Contractor as to the type and application rate of all turf seeding, if required.

It shall be the responsibility of the Contractor to notify the Contract Administrator of any heavy maintenance work needed during the playing season.

15. BASKETBALL COURT MAINTENANCE

Courts must be cleaned a minimum of twice a month. The cleanings shall take place the first (1st) and third (3rd) Tuesday of every month. A high-pressure washer shall be used. Care should be taken to avoid damage to the finish on the courts. Damage caused to the surface by using excessive pressure will be assessed to the contractor.

16. PARKING LOT CLEANING

Vehicle parking lot planters shall be maintained per items number 3 and 4, Part II of the Technical Specifications and per the attached schedule. Maintenance shall include, but not be limited to, weed abatement, and manual policing of trash and debris as required. Additionally, the contractor shall submit a detailed report noting any deficiencies found in the work area. Retaining walls, wheel stops, parking meters, pavement markings, landscaping, irrigation, graffiti, etc. The report shall be submitted to the Contract Administrator at the end of the workday.

17. SPECIAL EVENTS

City Owned / Managed Events (events owned, planned and managed primarily by City Staff): Contractor shall supply sufficient personnel, as determined by Contract Administrator, to clean the event locations / parks, restrooms, and empty trash, recycling and organics for all designated City Owned/Managed Special Events. Contractor will provide trash collection for Special Events, which will include: full set up/tear down of cardboard event boxes, placement of rolling carts (if that is the event container chosen), switching out trash, recycling and food waste recycling liners, disposing of bags into the correct larger event bin, litter/spill clean-up on the ground, etc. An event may include at least 3 source separation bins: 1) Trash/Landfill, 2) Recycling (plastic, paper, glass, metal), and 3) Organics (food, yard waste). Contractor shall also perform light cleaning/upkeep of porter-type activities at these events. Servicing for all Special Events shall be performed without extra compensation to the Contractor. The cardboard event boxes, liners and larger event bins will be supplied by the City's solid waste hauler. City Owned / Managed Events include, but are not limited to, those listed below, and any additional community events that are owned, planned and managed primarily by City Staff:

- (a) **Concerts in the Park:** There are approximately 10 concerts held on Sundays during the summer months. The staffing hours shall be from 3pm to park closing or until the parks condition is returned to pre-event status.
- (b) **6-Man Volleyball Tournament**
- (c) **Manhattan Open Volleyball Tournament**

- (d) **Pier Lighting Event**
- (e) **Holiday Fireworks Event**
- (f) **Pumpkin Race Event**

Third-Party Owned / Managed Events (events not owned, planned and managed primarily by City Staff):

Contractor shall establish in this contract an hourly rate per person for the trash collection duties at Third-Party Owned / Managed Events. The contract rate will be available to all event coordinators who submit applications for events in the City of Manhattan Beach. The rate will be adjusted according to the rate schedule in this contract.

18. DOG RUNS

Wood chip areas in dog runs shall be kept evenly spread at a uniform four (4") to six (6") inch depth. The dog runs shall be serviced a minimum of 5 days a week (Monday through Friday) to ensure a safe, clean, and attractive surface. Contractor shall remove all weeds and debris as required herein. Where divots or displacement occurs due to heavy activity (entrance gates, watering stations, benches, etc.), contractor shall re- distribute the chips on a daily basis to maintain a safe and conforming surface.

Four (4) times per year the Contractor will remove and replace the dog runs with fresh wood chips to each site. The Contractor shall spread the wood chips evenly over the entire wood chip areas to a uniform depth. The Contractor shall remove any and all vegetation or foreign materials from the wood chips and dispose of same off-site as greenwaste.

No chemicals or pesticides of any kind are to be used in dog runs

19. SYNTHETIC TURF MAINTENANCE

Synthetic turf fields are to be maintained per the Sprinturf service manual. The service manual is available online in .pdf format on the City's website.

20. PRESSURE WASHING

The City shall direct the Contractor as to the desired pressure washing schedule. Trash and debris should be cleaned from the area immediately prior to pressure washing. Contractor is responsible for all pedestrian and vehicular traffic control. Method of cleaning will be through use of pressure washing equipment with a minimum 2500 psi discharge pressure. Pressure washing must be completed between 7:30 a.m. and 4:30 p.m. Hours are subject to change. Additional pressure washing services may be required by City and shall be charged at the specified hourly rate for additional pressure washing services.



FIELD MAINTENANCE MANUAL

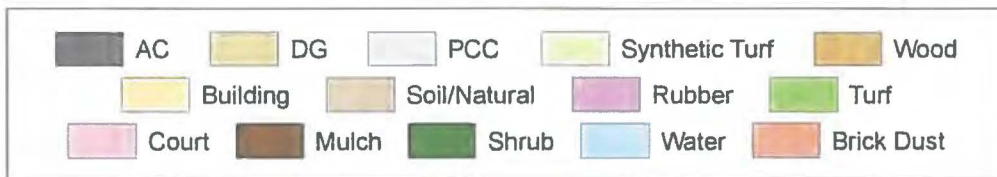
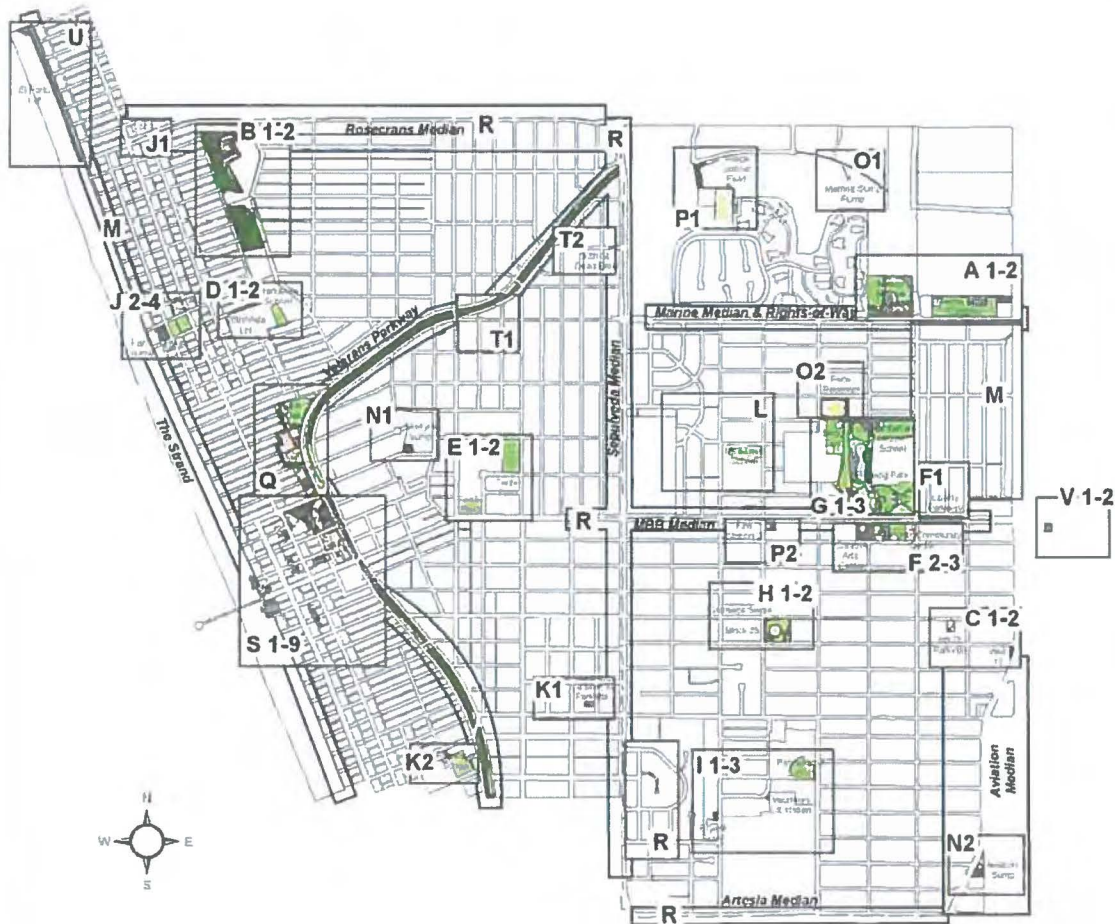


PERFORMANCE SAFETY SERVICE

1200 Liberty Ridge Drive
Suite 100
Wayne, PA 19087
877-686-TURF
www.sprinturf.com

Contracted Landscape Maintenance Types Index

City of Manhattan Beach

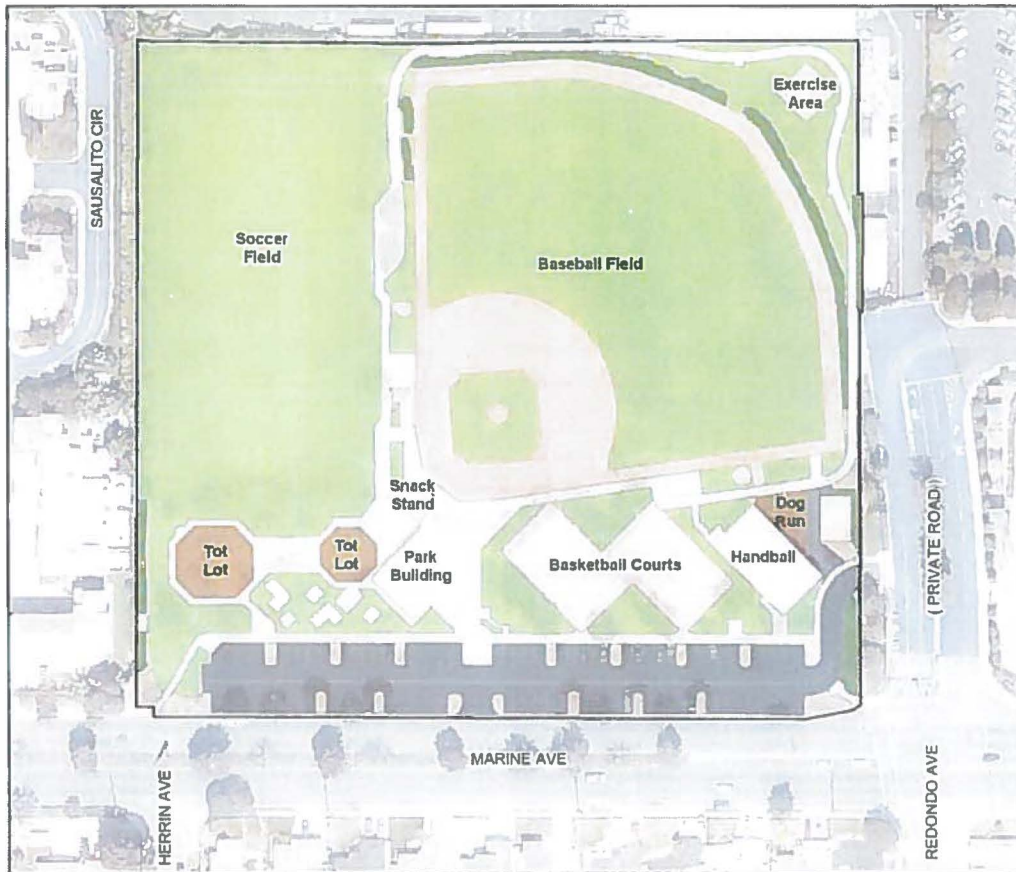


March 2010

Contracted Landscape Maintenance Types

Marine Ave Park - 1625 Marine Ave

City of Manhattan Beach - Page A1



196 Maintained Trees

Type	AC	Building	Brick Dust	Court	Mulch	PCC	Shrub	Soil/Natural	Turf
SQ FT	29,526.9	8,756.8	33,780.7	11,574.5	6,701.8	33,603.3	8,083.0	8,297.2	196,672.3
% of Total	8.76 %	2.60 %	10.03 %	3.43 %	1.99 %	9.97 %	2.40 %	2.46 %	58.36 %



0 100 200 400 600 Feet



January 2010

Contracted Landscape Maintenance Types

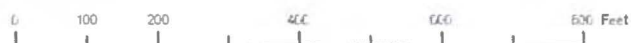
Marine Sports Complex - 1801 Marine Ave

City of Manhattan Beach - Page A2



84 Maintained Trees

Type	AC	Brick Dust	Building	PCC	Shrub	Soil/Natural	Turf
SQ FT	12,168.9	24,908.7	2,493.0	32,438.2	20,824.5	1,694.8	167,184.5
% of Total	4.65 %	9.52 %	0.95 %	12.39 %	7.96 %	0.65 %	63.88 %



January 2010

Contracted Landscape Maintenance Types

Sand Dune Park - 33rd St & Bell Ave

City of Manhattan Beach - Page B1



200 Maintained Trees

Type	AC	Building	PCC	Shrub	Soil/Natural	Turf
SQ FT	537.0	1,183.8	14,508.4	168,648.0	74,705.6	19,153.1
% of Total	0.19 %	0.43 %	5.21 %	60.50 %	26.80 %	6.87 %



January 2010

Contracted Landscape Maintenance Types

Public Works Yard - 3621 Bell Ave

City of Manhattan Beach - Page B2



79 Maintained Trees

Type	AC	Building	PCC	Shrub	Turf
SQ FT	94,038.5	34,328.9	11,840.6	139,170.5	5,562.5
% of Total	33.00 %	12.05 %	4.16 %	48.84 %	1.95 %

0 125 250 500 Feet



January 2010

Contracted Landscape Maintenance Types

8th Street Parkette - 1746 8th St

City of Manhattan Beach - Page C1



1 Maintained Tree

Type	Mulch	PCC	Shrub	Turf
SQ FT	1,961.6	1,172.1	1,610.3	9,163.0
% of Total	14.11 %	8.43 %	11.58 %	65.89 %

0 50 100 200 Feet



January 2010

Contracted Landscape Maintenance Types

Well 11A

City of Manhattan Beach - Page V1



27 Maintained Trees

Type	AC	Building	PCC	Shrub
SQ FT	5,376.6	745.8	344.3	4,433.5
% of Total	49.33 %	6.84 %	3.16 %	40.67 %



January 2010

Contracted Landscape Maintenance Types

Well 13

City of Manhattan Beach - Page C2



11 Maintained Trees

Type	
	Shrub
SQ FT	6,654.2
% of Total	100 %

0 50 100 200 Feet



January 2010

Contracted Landscape Maintenance Types

Well 15

City of Manhattan Beach - Page V2



26 Maintained Trees

Type	AC	PCC	Shrub
SQ FT	2,363.1	476.7	2,613.0
% of Total	43.34 %	8.74 %	47.92 %

0 15 30 60 90 120 Feet

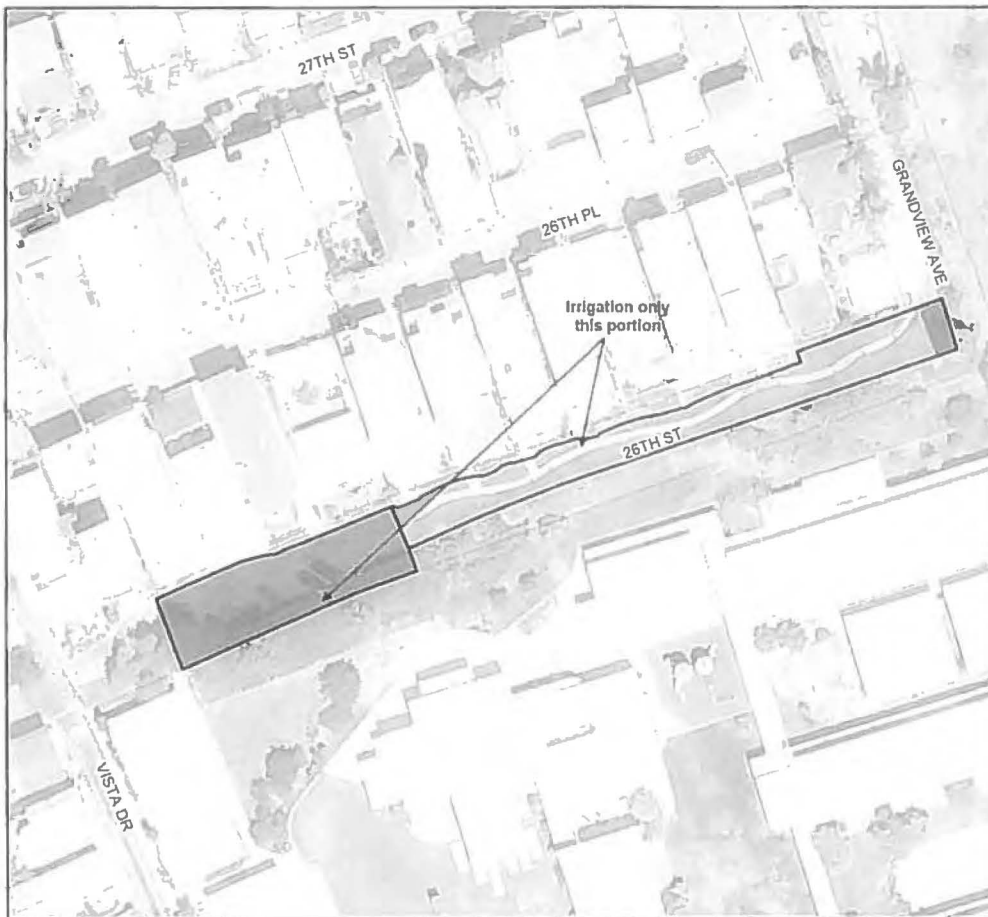


January 2010

Contracted Landscape Maintenance Types

26th St - Vista Dr to Grandview Ave

City of Manhattan Beach - Page D1



21 Maintained Trees

Type	AC	PCC	Shrub	Turf
SQ FT	3,487.7	1,389.3	1,517.7	4,586.9
% of Total	31.76 %	12.65 %	13.82 %	41.77 %

0 50 100 200 300 Feet



Contracted Landscape Maintenance Types
Grandview Elementary School - 455 24th St
 City of Manhattan Beach - Page D2



No Maintained Trees

Type	
	Turf
SQ FT	31,530 4
% of Total	100 %

0 50 100 200 300 Feet



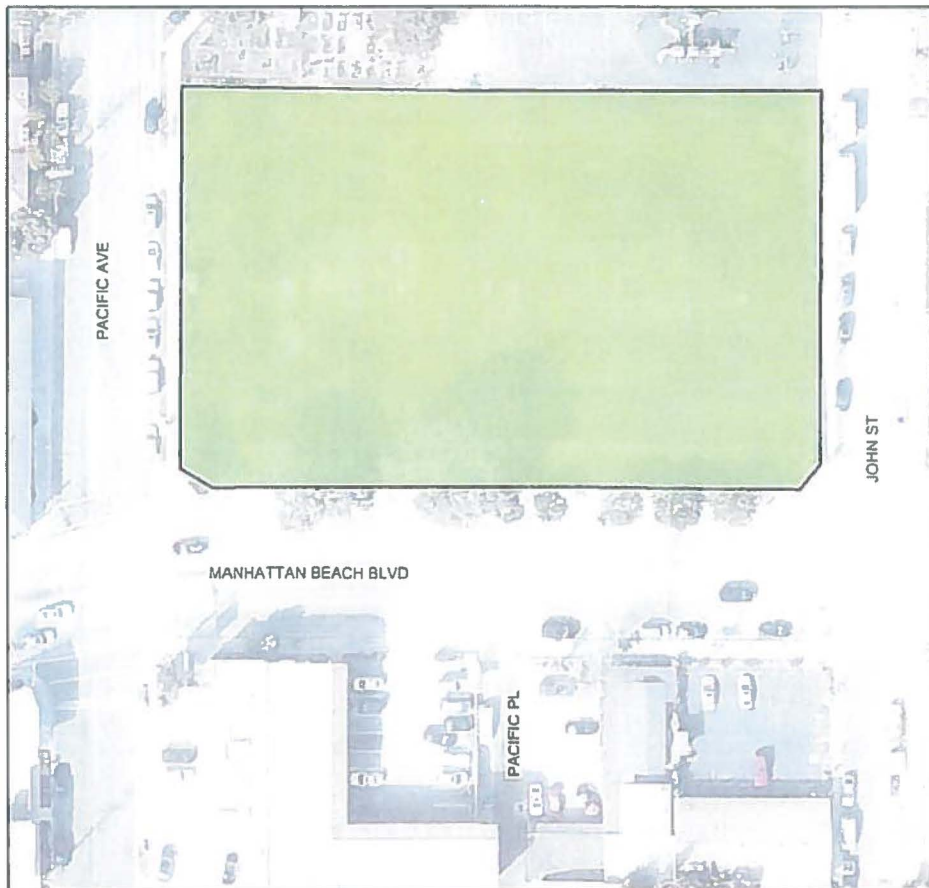
January 2010



Contracted Landscape Maintenance Types

Pacific Field

City of Manhattan Beach - Page E1



11 Maintained Trees

Type	
Turf	
SQ FT	56,857.3
% of Total	100 %

0 50 100 200 300 Feet



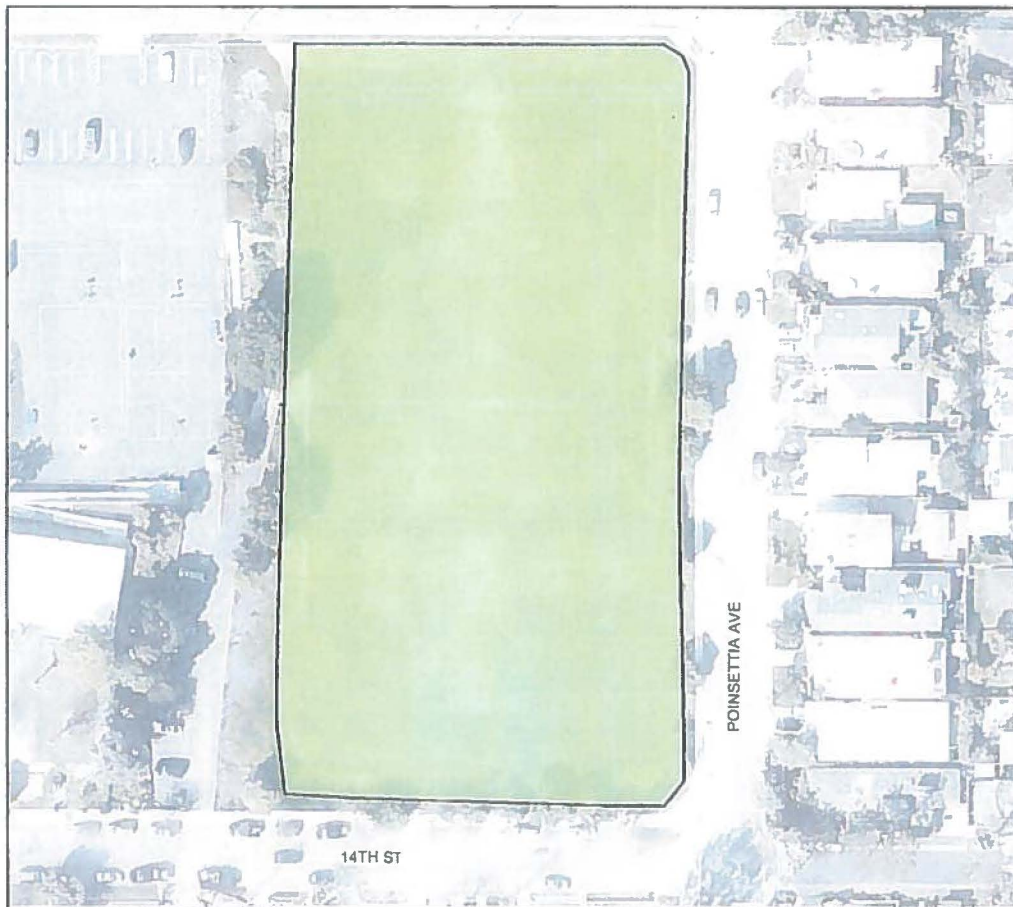
January 2010



Contracted Landscape Maintenance Types

Center Field

City of Manhattan Beach - Page E2



No Maintained Trees

Type	
	Turf
SQ FT	97,764.5
% of Total	100 %

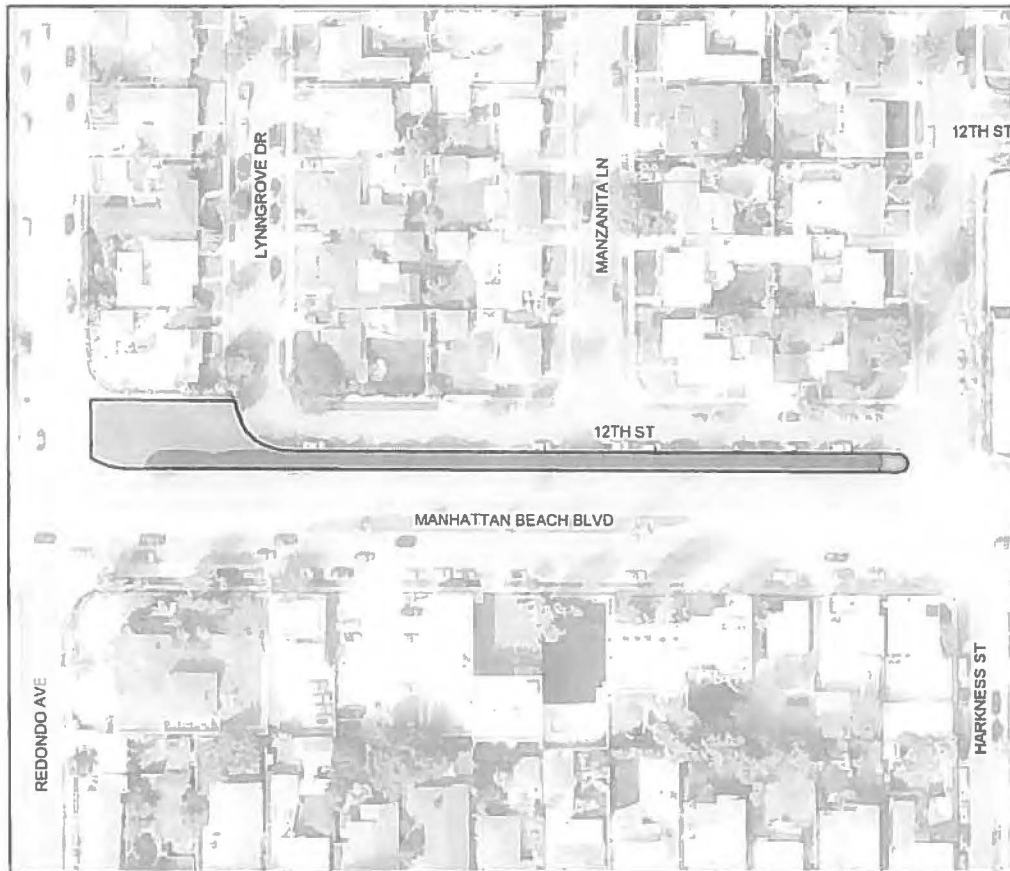
0 50 100 200 300 Feet



Contracted Landscape Maintenance Types

Liberty Parkway

City of Manhattan Beach - Page F1



60 Maintained Trees

Type		
	Shrub	Turf
SQ FT	6,982.0	4,821.6
% of Total	59.15 %	40.85 %



January 2010

Contracted Landscape Maintenance Types
Creative Arts Center - 1560 Manhattan Beach Blvd
 City of Manhattan Beach - Page F2



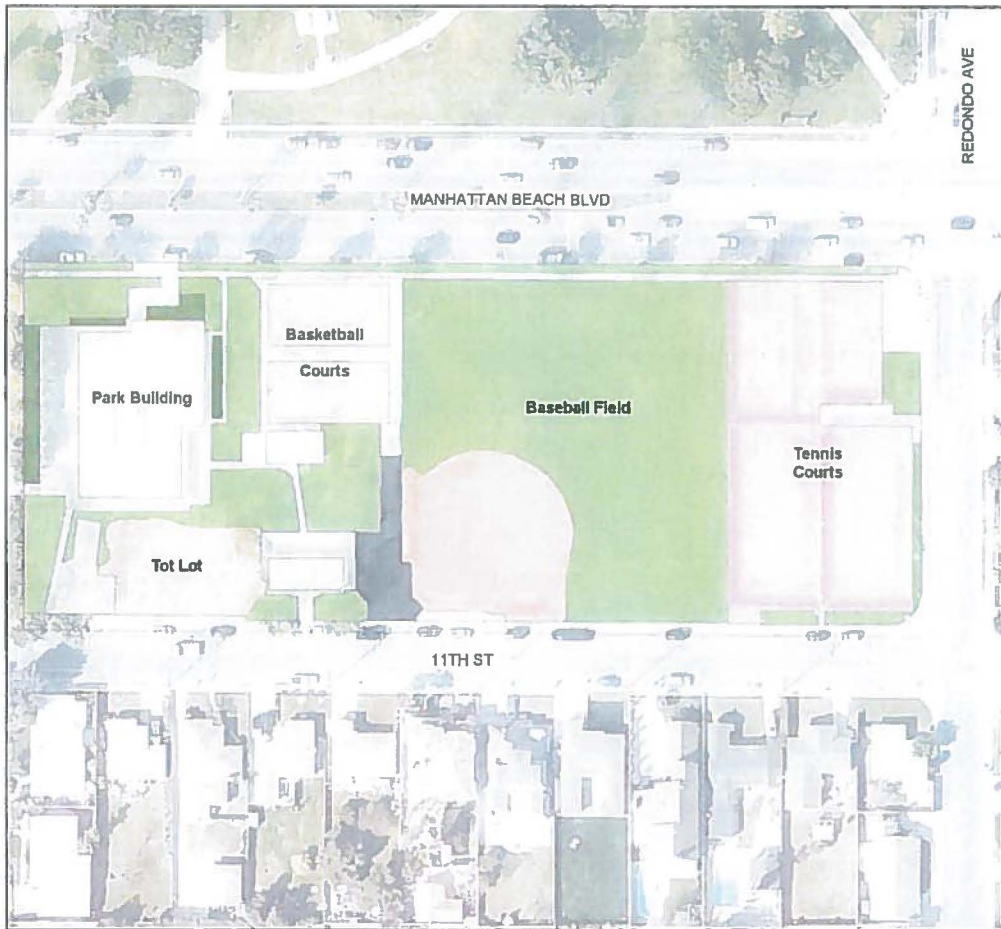
67 Maintained Trees

Type	AC	Building	PCC	Shrub	Turf
SQ FT	20,990.6	7,434.3	3,945.8	10,540.2	4,280.9
% of Total	44.48 %	15.75 %	8.36 %	22.34 %	9.07 %

0 50 100 200 Feet



Contracted Landscape Maintenance Types
Manhattan Heights Community Center - 1600 Manhattan Beach Blvd
 City of Manhattan Beach - Page F3



24 Maintained Trees

Type								
	AC	Brick Dust	Building	Court	PCC	Shrub	Soil/Natural	Turf
SQ FT	2,606.9	10,556.1	10,392.5	30,097.6	18,682.4	1,995.1	5,982.2	55,728.7
% of Total	1.92 %	7.6 %	7.64 %	22.12 %	13.73 %	1.47 %	4.2 %	40.96 %

0 50 100 200 300 400 Feet



January 2010

Contracted Landscape Maintenance Types
Polliwog Park - 1601 Manhattan Beach Blvd
 City of Manhattan Beach - Page G1



324 Maintained Trees

Type	AC	Brick Dust	Building	PCC	Rubber	Shrub	Soil/Natural	Turf	Water
SQ FT	52,632.6	6,629.0	4,612.8	74,734.8	11,768.3	53,720.0	13,822.7	491,764.6	50,248.9
% of Total	6.93 %	0.87 %	0.61 %	9.83 %	1.55 %	7.07 %	1.82 %	64.71 %	6.61 %



0 100 200 400 600 800 Feet



January 2010

Contracted Landscape Maintenance Types

Begg Field - 1431 15th St

City of Manhattan Beach - Page G2

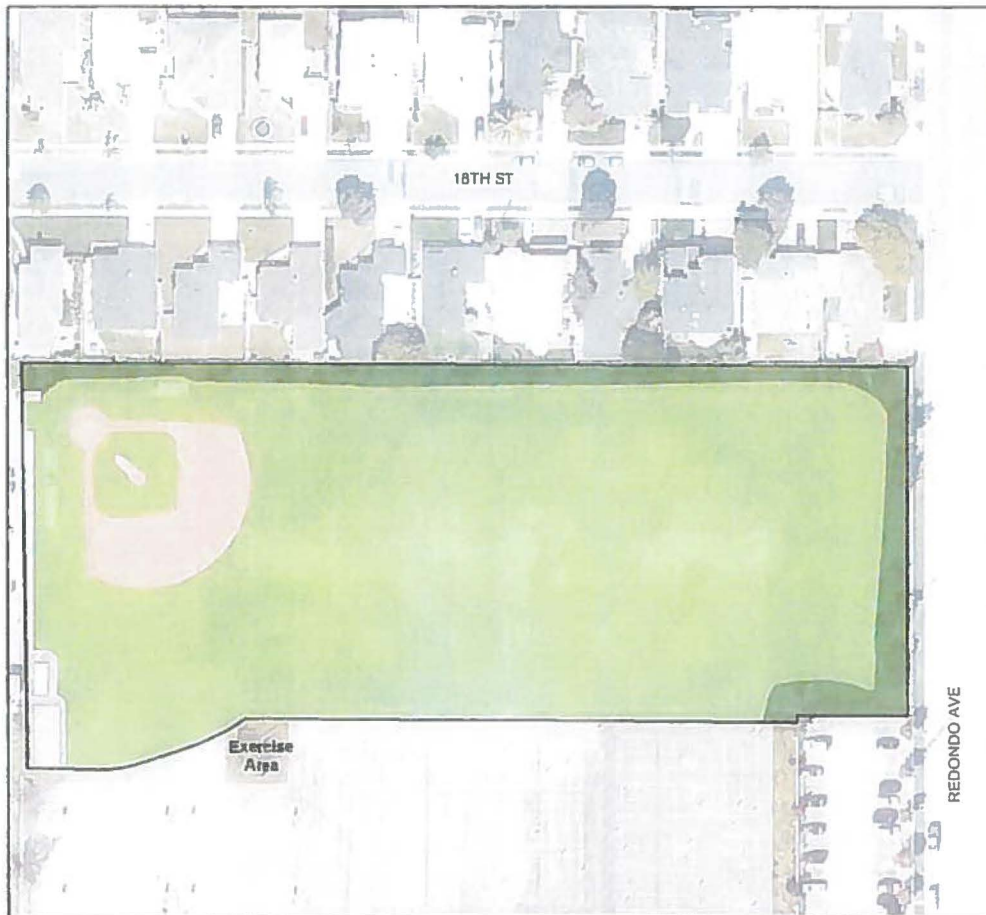


No Maintained Trees

Type	Brick Dust	PCC	Turf
SQ FT	17,187.3	1,066.1	84,816.0
% of Total	16.68 %	1.03 %	82.29 %



Contracted Landscape Maintenance Types
Manhattan Beach Middle School - 1501 N Redondo Ave
 City of Manhattan Beach - Page G3



32 Maintained Trees

Type					
	Brick Dust	Building	PCC	Shrub	Turf
SQ FT	7,812.97	957.93	1,700.41	11,861.65	108,673.77
% of Total	5.96 %	0.73 %	1.31 %	9.05 %	82.95 %

0 50 100 200 300 400 Feet



January 2010

Contracted Landscape Maintenance Area
Mira Costa High School - 1401 Artesia Blvd
City of Manhattan Beach



Contracted Landscape Maintenance Areas

Drainage Swale

City of Manhattan Beach - Page H1



No Maintained Trees

Type	
SQ FT	2,741.2
% of Total	100 %

0 50 100 200 300 400 Feet

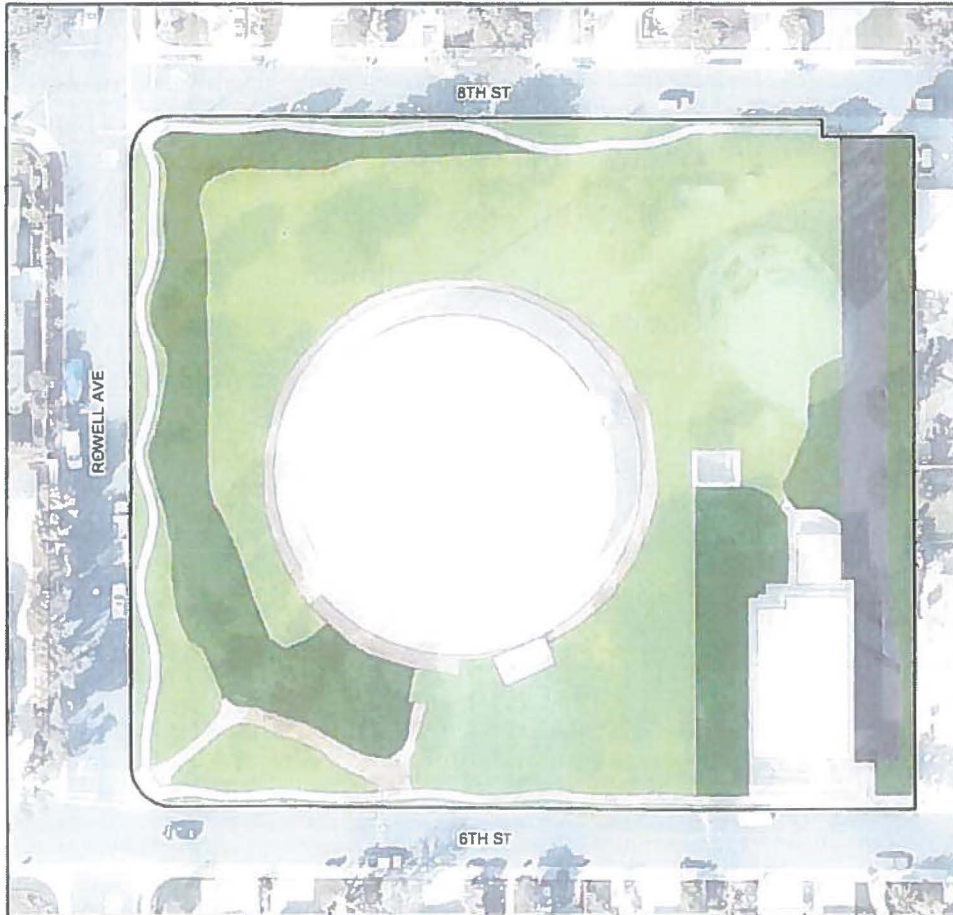


January 2010

Contracted Landscape Maintenance Types

Block 35 Reservoir - 1431 6th St

City of Manhattan Beach - Page H2



** This location will have additional AC work completed at a later date **

89 Maintained Trees

Type	AC	Building	PCC	Shrub	Soil/Natural	Turf
SQ FT	5,862.7	20,193.3	13,130.5	19,959.1	4,398.7	49,698.1
% of Total	5.18 %	17.83 %	11.60 %	17.62 %	3.88 %	43.89 %

0 50 100 200 300 Feet



January 2010



Contracted Landscape Maintenance Types

Bryant Sump

City of Manhattan Beach - Page I1



7 Maintained Trees

Type	Shrub	Turf
	6,939.7	475.7
SQ FT		
% of Total	93.58 %	6.42 %



January 2010

Contracted Landscape Maintenance Types

Voorhees Lift Station

City of Manhattan Beach - Page I2



9 Maintained Trees

Type	AC	Shrub	Turf
SQ FT	1,439.9	1,034.0	585.8
% of Total	47.06 %	33.79 %	19.15 %



January 2010

Contracted Landscape Maintenance Types

Pennekamp School - 110 S Rowell Ave

City of Manhattan Beach - Page 13



No Maintained Trees

Type		
	PCC	Turf
SQ FT	714.9	68,263.9
% of Total	1.04 %	98.96 %

0 100 200 400 Feet



January 2010

Contracted Landscape Maintenance Types

Lot 4

City of Manhattan Beach - Page J1



** Values are for ground level only **

11 Maintained Trees

Type		
	PCC	Shrub
SQ FT	14,419.0	1,012.5
% of Total	93.44 %	6.56 %

0 50 100 200 Feet



January 2010

Contracted Landscape Maintenance Types

Bruce's Beach

City of Manhattan Beach - Page J2



54 Maintained Trees

Type			
	PCC	Shrub	Turf
SQ FT	2,699.4	2,919.4	49,510.7
% of Total	4.89 %	5.30 %	89.81 %



January 2010

Contracted Landscape Maintenance Types

Lot 65C

City of Manhattan Beach - Page J3



17 Maintained Trees

Type	AC	PCC	Shrub
SQ FT	20 853 5	856.2	2,937.9
% of Total	84.61 %	3.47 %	11 92 %

0 50 100 200 Feet



January 2010

Contracted Landscape Maintenance Types

Par Course

City of Manhattan Beach - Page J4



No Maintained Trees

Type	
	DG
SQ FT	1,229.2
% of Total	100 %



January 2010

Contracted Landscape Maintenance Types

Larsson St Parkette - 211 Larsson St

City of Manhattan Beach - Page K1



63 Maintained Trees

Type				
	Mulch	PCC	Shrub	Turf
SQ FT	3,636.9	1,489.7	1,831.6	3,701.5
% of Total	34.12 %	13.98 %	17.18 %	34.72 %

0 25 50 100 150 Feet



January 2010

Contracted Landscape Maintenance Types

Robinson School

City of Manhattan Beach - Page K2



5 Maintained Trees

Type			
	PCC	Shrub	Turf
SQ FT	642.1	4,717.9	74,158.6
% of Total	0.81 %	5.93 %	93.26 %



January 2010

Contracted Landscape Maintenance Types
Meadows Elementary School - 1200 N Meadows Ave
 City of Manhattan Beach - Page L



No Maintained Trees

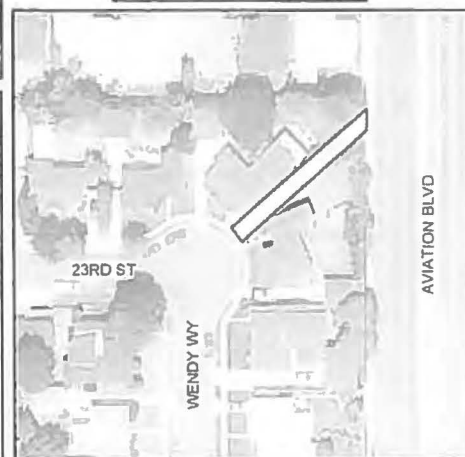
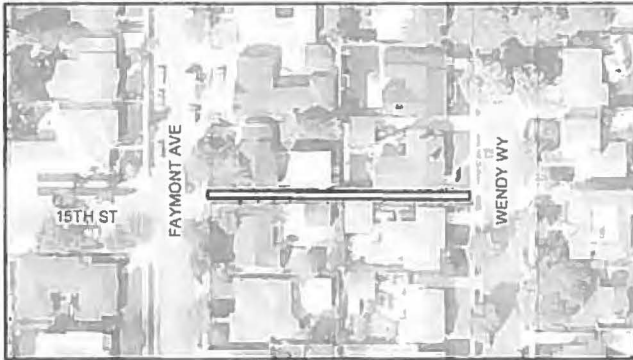
Type	
	Turf
SQ FT	66,646.4
% of Total	100 %

0 50 100 200 300 Feet



Contracted Landscape Maintenance Areas

City of Manhattan Beach - Page M1



Type	
	PCC
SQ FT	14,833.9
% of Total	100 %



January 2010

Contracted Landscape Maintenance Areas

City of Manhattan Beach - Page M2



Type	PCC
SQ FT	14,833.9
% of Total	100 %



January 2010

Contracted Landscape Maintenance Types

Martyrs Sump

City of Manhattan Beach - Page N1



1 Maintained Tree

Type		
	PCC	Shrub
SQ FT	896.7	14,482.2
% of Total	5.83 %	94.17 %

0 25 50 100 150 Feet



January 2010



Contracted Landscape Maintenance Types

Aviation Sump - 601 Aviation Way

City of Manhattan Beach - Page N2



30 Maintained Trees

Type			
	PCC	Shrub	Turf
SQ FT	2,429.6	19,449.2	5,247.8
% of Total	8.96 %	71.70 %	19.34 %

0 25 50 100 150 200 Feet

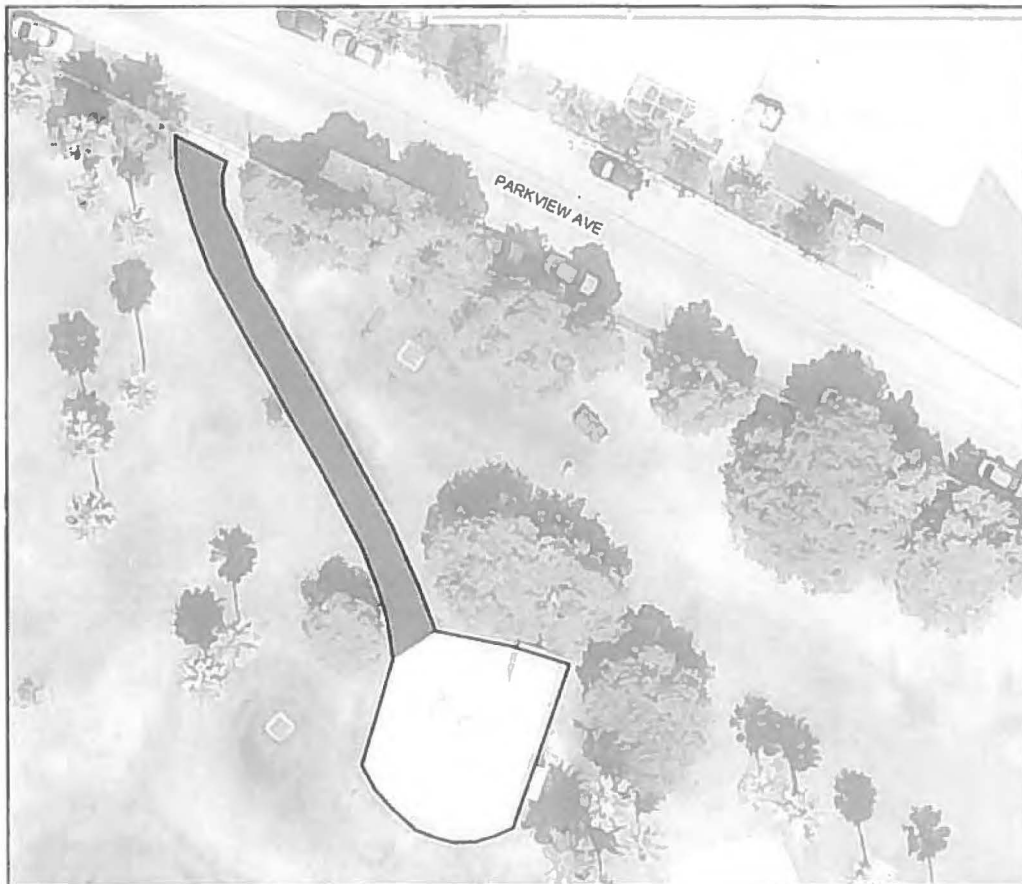


January 2010

Contracted Landscape Maintenance Types

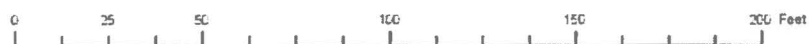
Marriott Sump Pumps

City of Manhattan Beach - Page 01



No Maintained Trees

Type	AC	Building	PCC
SQ FT	1,495.3	140.8	2,046.3
% of Total	40.61 %	3.82 %	55.57 %

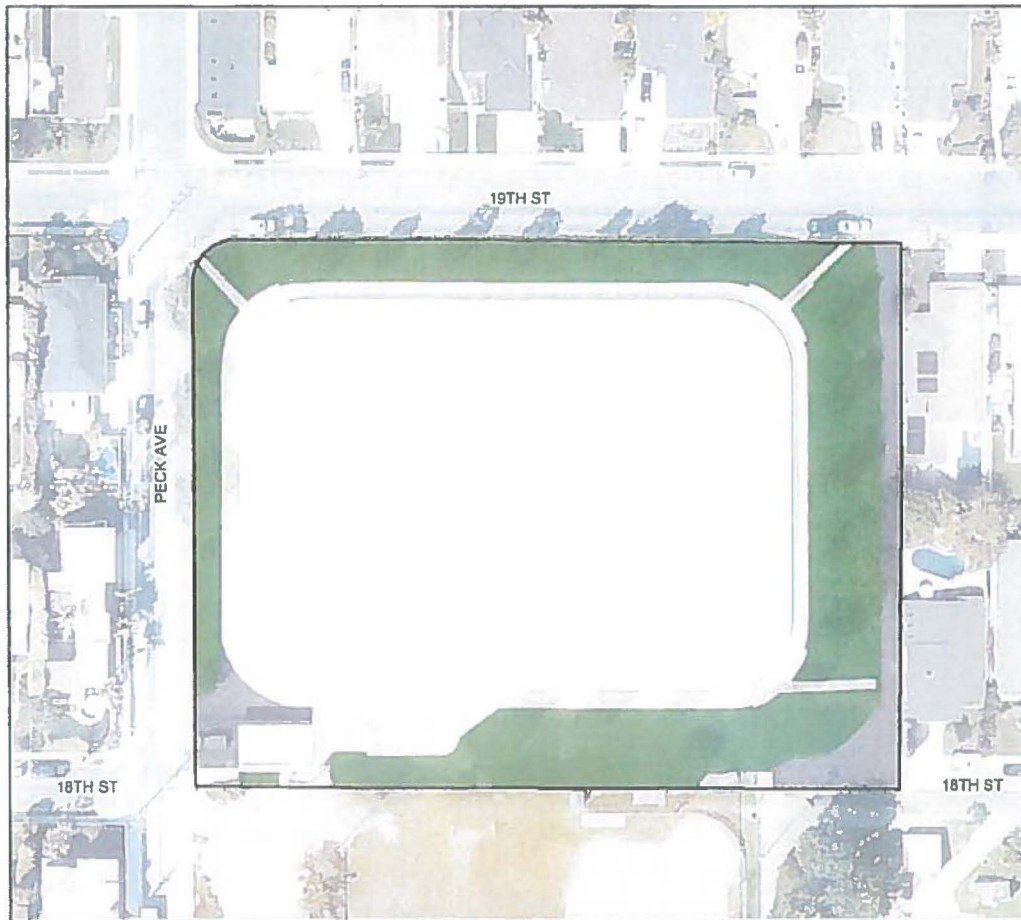


January 2010

Contracted Landscape Maintenance Types

Peck Reservoir - 1800 N Peck Ave

City of Manhattan Beach - Page 02



28 Maintained Trees

Type	AC	Building	Dirt	PCC	Shrub
SQ FT	6,141.3	64,202.9	763.3	12,946.2	31,002.9
% of Total	5.34 %	55.80 %	0.66 %	11.25 %	26.95 %

0 50 100 200 300 400 Feet



January 2010

Contracted Landscape Maintenance Types

Village Soccer Field

City of Manhattan Beach - Page P1



76 Maintained Trees

Type	AC	Building	PCC	Rubber	Shrub	Syn-Turf	Turf
SQ FT	2,464.8	774.5	8,225.3	4,699.3	33,356.1	93,794.3	17,519.9
% of Total	1.53 %	0.48 %	5.11 %	2.92 %	20.74 %	58.33 %	10.89 %



0 100 200 400 600 800 Feet

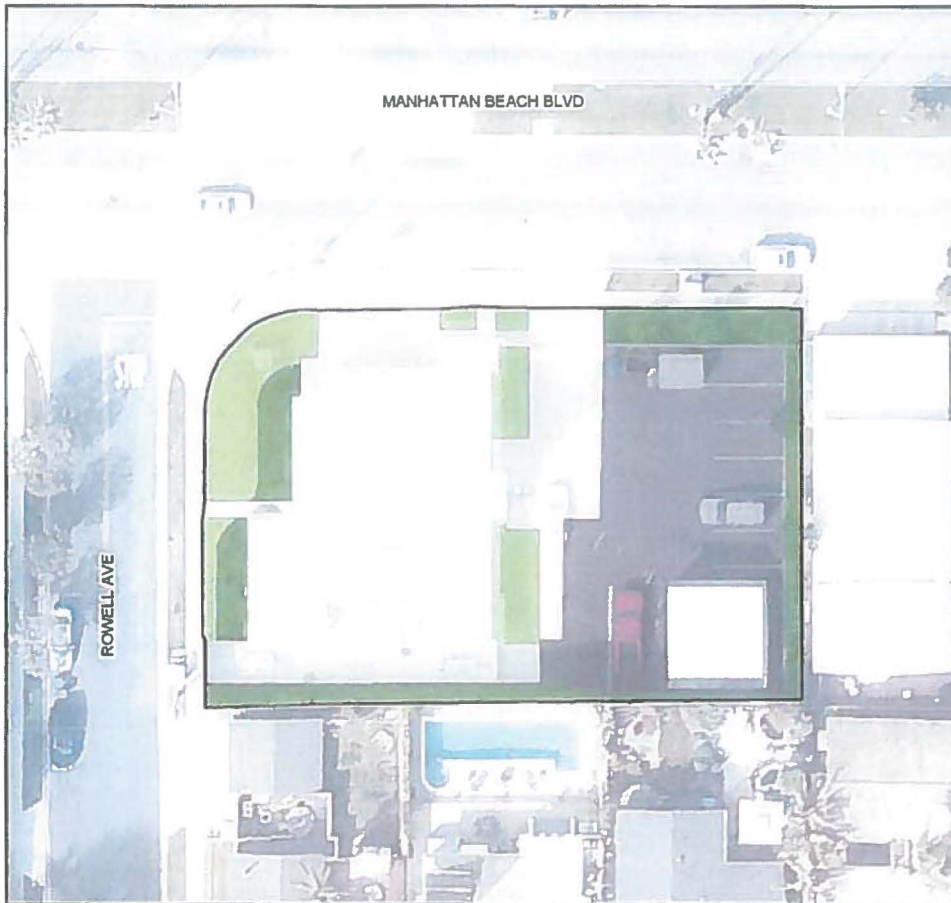


January 2010

Contracted Landscape Maintenance Types

Fire Station 2 - 1400 Manhattan Beach Blvd

City of Manhattan Beach - Page P2



No Maintained Trees

Type	AC	Building	PCC	Shrub	Turf
SQ FT	3,967.7	4,070.5	3,141.9	1,876.8	1,482.4
% of Total	27.29 %	28.00 %	21.61 %	12.91 %	10.19 %



0 25 50 100 150 200 Feet



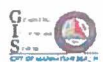
January 2010

Contracted Landscape Maintenance Types
Live Oak Park & Dorsey Field - 1901 N Valley Dr
 City of Manhattan Beach - Page Q1



100 Maintained Trees

Type	AC	Brick Dust	Building	Court	Mulch	PCC	Shrub	Soil/Natural	Turf
SQ FT	8,684.9	21,654.3	7,629.6	59,570.1	3,514.9	28,641.6	38,143.8	6,639.2	117,426.0
% of Total	2.98 %	7.42 %	2.61 %	20.41 %	1.20 %	9.81 %	13.07 %	2.27 %	40.23 %



January 2010

Contracted Landscape Maintenance Types

Joslyn Center - 1601 N Valley Dr & Postal Annex - 425 15th St
City of Manhattan Beach - Page Q2



38 Maintained Trees

Type	AC	Building	PCC	Shrub	Soil/Natural	Turf
SQ FT	17,461.3	22,381.2	6,837.7	6,104.4	978.1	12,810.9
% of Total	26.23 %	33.62 %	10.27 %	9.17 %	1.47 %	19.24 %

0 50 100 200 300 Feet

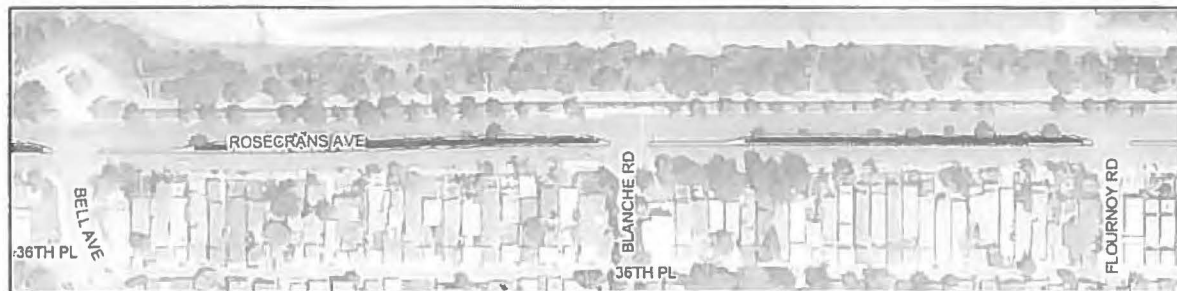


January 2010



Contracted Landscape Maintenance Areas

Rosecrans Ave Medians
City of Manhattan Beach - Page R1



74 Maintained Trees

Type		
	PCC	Shrub
SQ FT	33,999.0	37,590.8
% OF TOTAL	47.5 %	52.5 %



December 2009

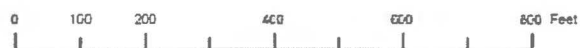
Contracted Landscape Maintenance Areas

Marine Ave Medians
City of Manhattan Beach - Page R2



72 Maintained Trees

Type		
	PCC	Turf
SQ FT	3,905.5	42,686.5
% OF TOTAL	8.4 %	91.6 %

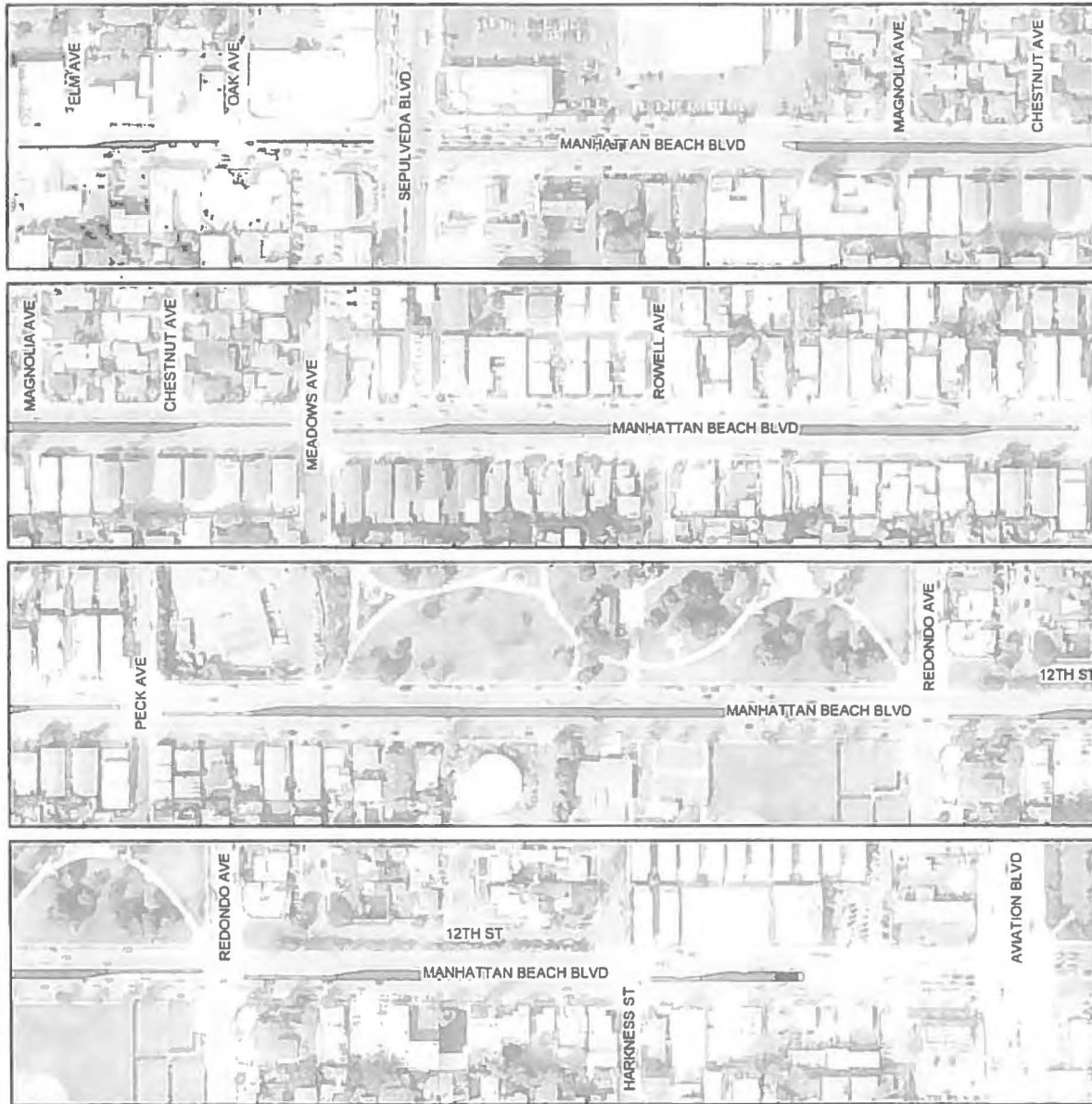


December 2009

Contracted Landscape Maintenance Areas

Manhattan Beach Blvd Medians

City of Manhattan Beach - Page R3



149 Maintained Trees

Type			
	PCC	Shrub	Turf
SQ FT	14,714.4	1,820.5	32,734.4
% OF TOTAL	29.9 %	3.7 %	66.4 %



December 2009

Contracted Landscape Maintenance Areas

Artesia Blvd Medians

City of Manhattan Beach - Page R4



27 Maintained Trees

Type		
	PCC	Shrub
SQ FT	8,943.5	17,544.7
% OF TOTAL	33.8 %	66.2 %



December 2009

Contracted Landscape Maintenance Areas

Sepulveda Blvd Medians

City of Manhattan Beach - Page R5



73 Maintained Trees

Type		
	PCC	Shrub
SQ FT	34,814.6	22,669.0
% OF TOTAL	60.6 %	39.4 %



0 100 200 400 600 800 Feet



December 2009

Contracted Landscape Maintenance Areas

Duncan Dr Medians

City of Manhattan Beach - Page R6



No Maintained Trees

Type	
	Shrub
SQ FT	1,689.8
% OF TOTAL	100 %

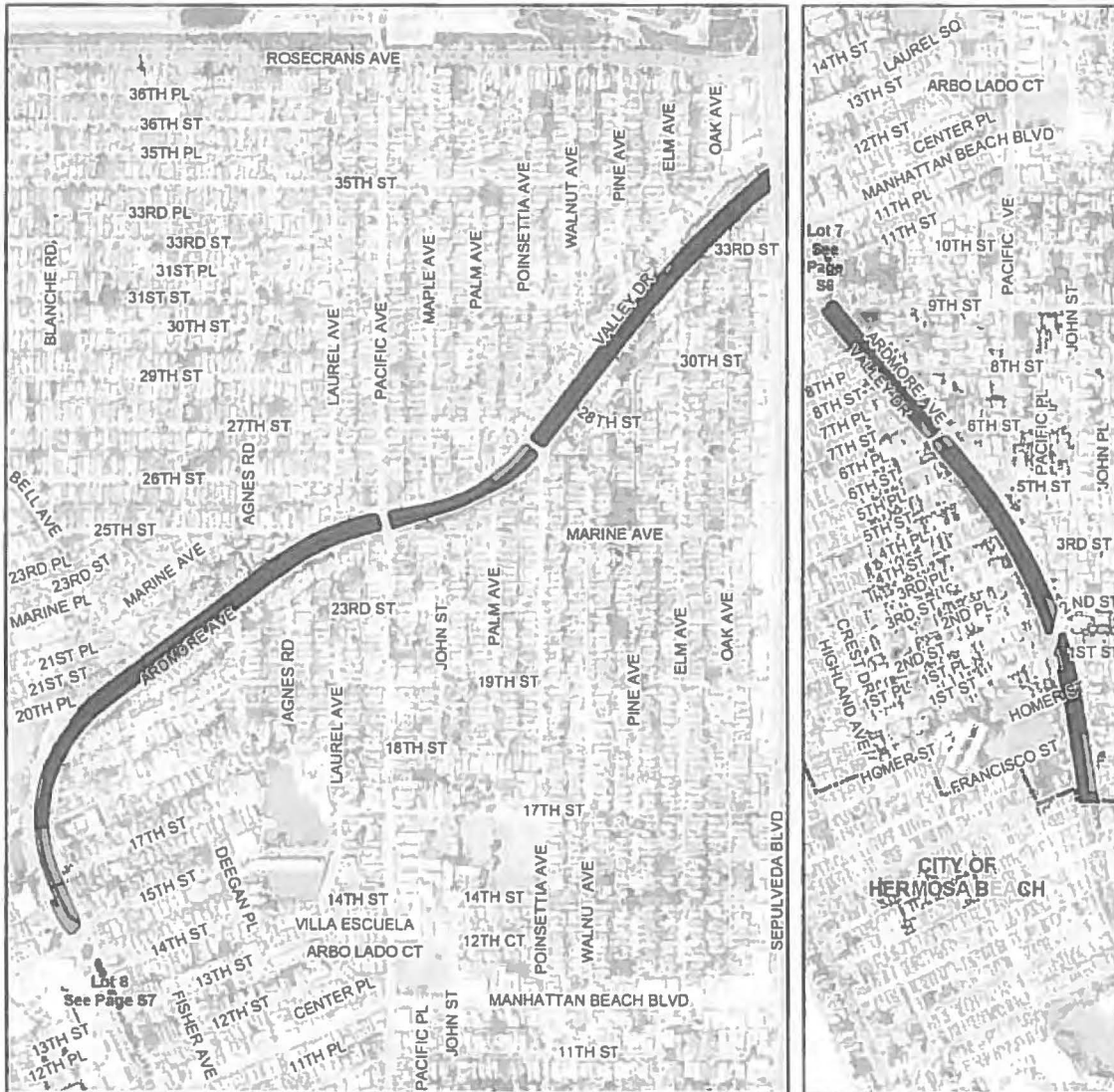


December 2009

Contracted Landscape Maintenance Areas

Veterans Parkway

City of Manhattan Beach - Page R7



815 Maintained Trees

Type	AC	Mulch	PCC	Shrub	Soil/Natural	Turf
SQ FT	3,356.5	135,086.7	4,465.8	631,509.5	5,783.6	104,874.4
% of Total	0.38 %	15.26 %	0.50 %	71.36 %	0.65 %	11.85 %



0 500 1000 2000 3000 Feet



December 2009

Contracted Landscape Maintenance Types

Pier Lots North & South
City of Manhattan Beach - Page S1

Planters only!



78 Maintained Trees

Type	AC	Shrub
	SQ FT	
	48,690.8	15,366.8
% of Total	76.01 %	23.99 %

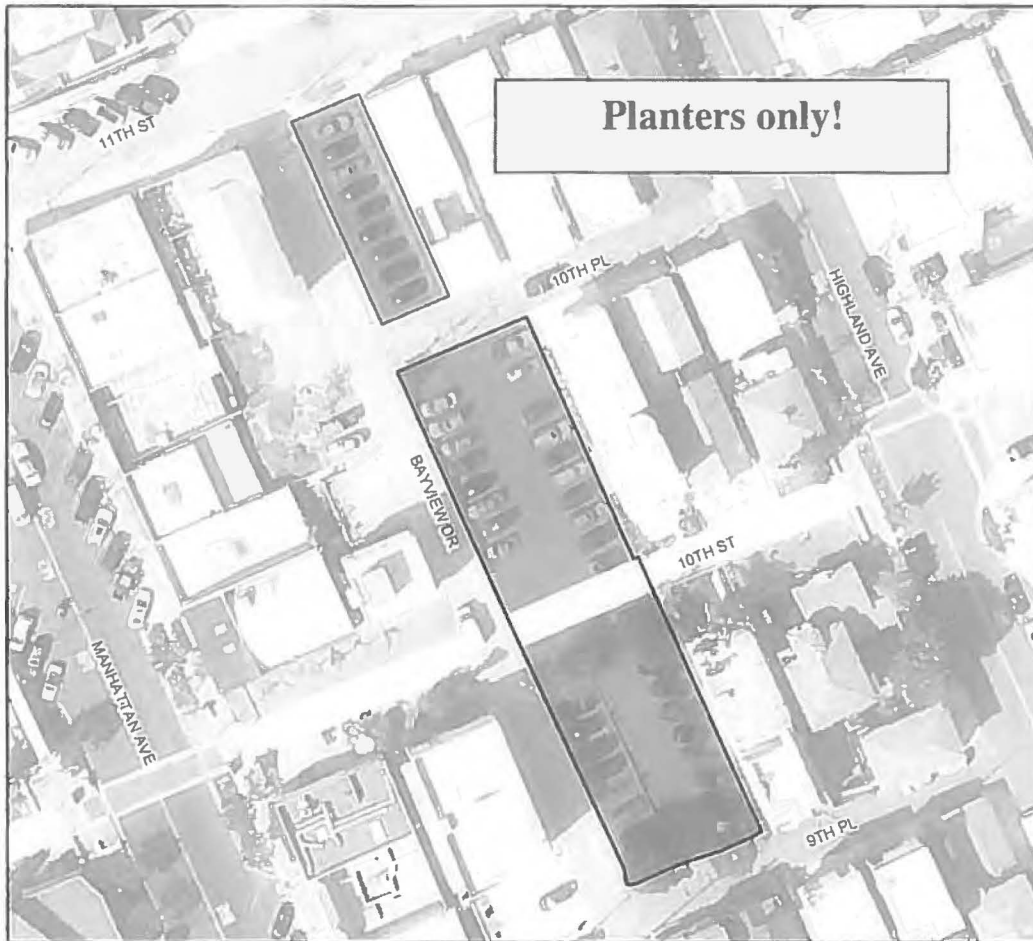


January 2010

Contracted Landscape Maintenance Types

Lot 1

City of Manhattan Beach - Page S2



4 Maintained Trees

Type	AC	PCC	Shrub
SQ FT	14,542.3	900.9	552.9
% of Total	90.91 %	5.63 %	3.46 %

0 50 100 200 300 Feet



January 2010

Contracted Landscape Maintenance Types

Lot 2

City of Manhattan Beach - Page S3



No Maintained Trees

Type	AC
SQ FT	13,452.9
% of Total	100 %

0 25 50 100 150 200 Feet



January 2010

Contracted Landscape Maintenance Types

Lot 3

City of Manhattan Beach - Page S4

Planters only!



** Values are for ground level only **

5 Maintained Trees

Type	AC	Shrub
SQ FT	13,465.5	485.2
% of Total	96.52 %	3.48 %



0 25 50 100 150 200 Feet



January 2010

Contracted Landscape Maintenance Types

Lot 6

City of Manhattan Beach - Page S5

Planters only!



2 Maintained Trees

Type	AC	Shrub
SQ FT	8,376.7	451.0
% of Total	94.89 %	5.11 %

0 25 50 100 150 Feet



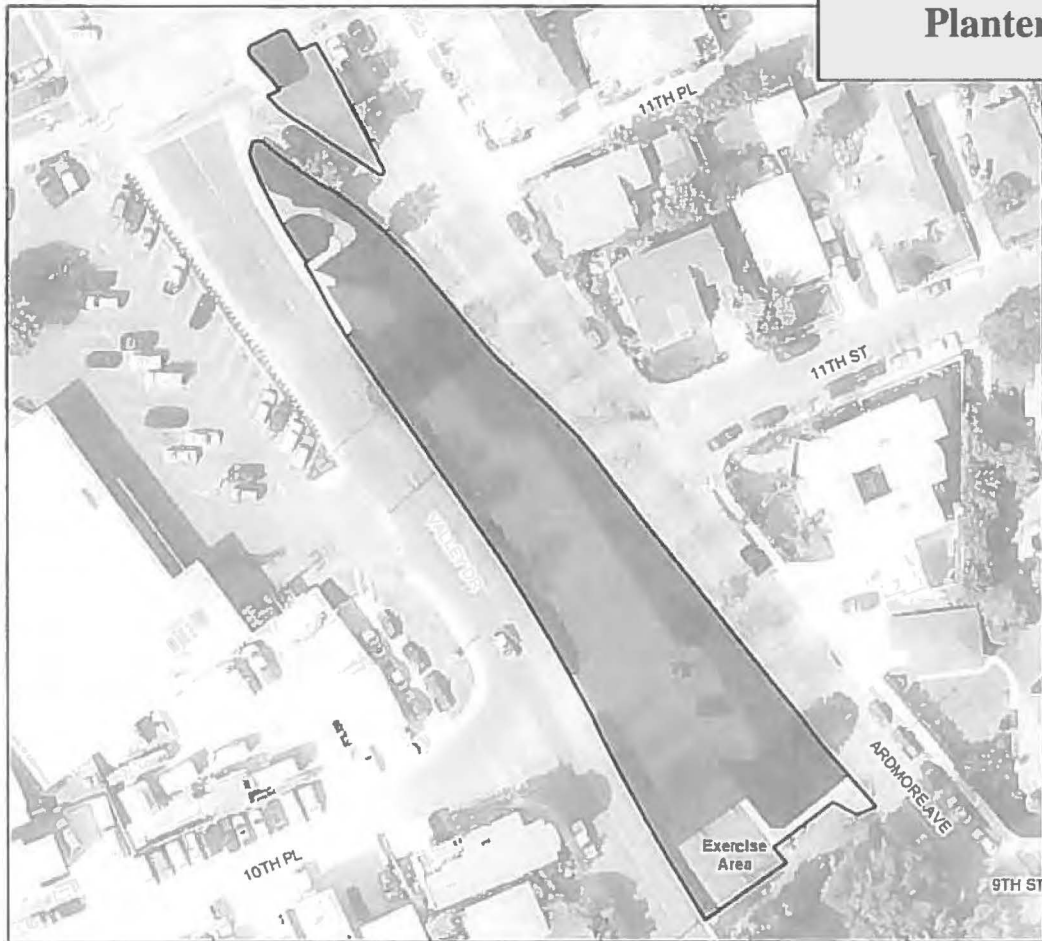
January 2010

Contracted Landscape Maintenance Types

Lot 7

City of Manhattan Beach - Page S6

Planters only!



39 Maintained Trees

Type	AC	PCC	Rubber	Shrub	Soil/Natural	Turf
SQ FT	10,810.3	720.5	1,269.2	11,670.2	301.9	1,135.6
% of Total	41.73 %	2.78 %	4.90 %	45.05 %	1.16 %	4.38 %



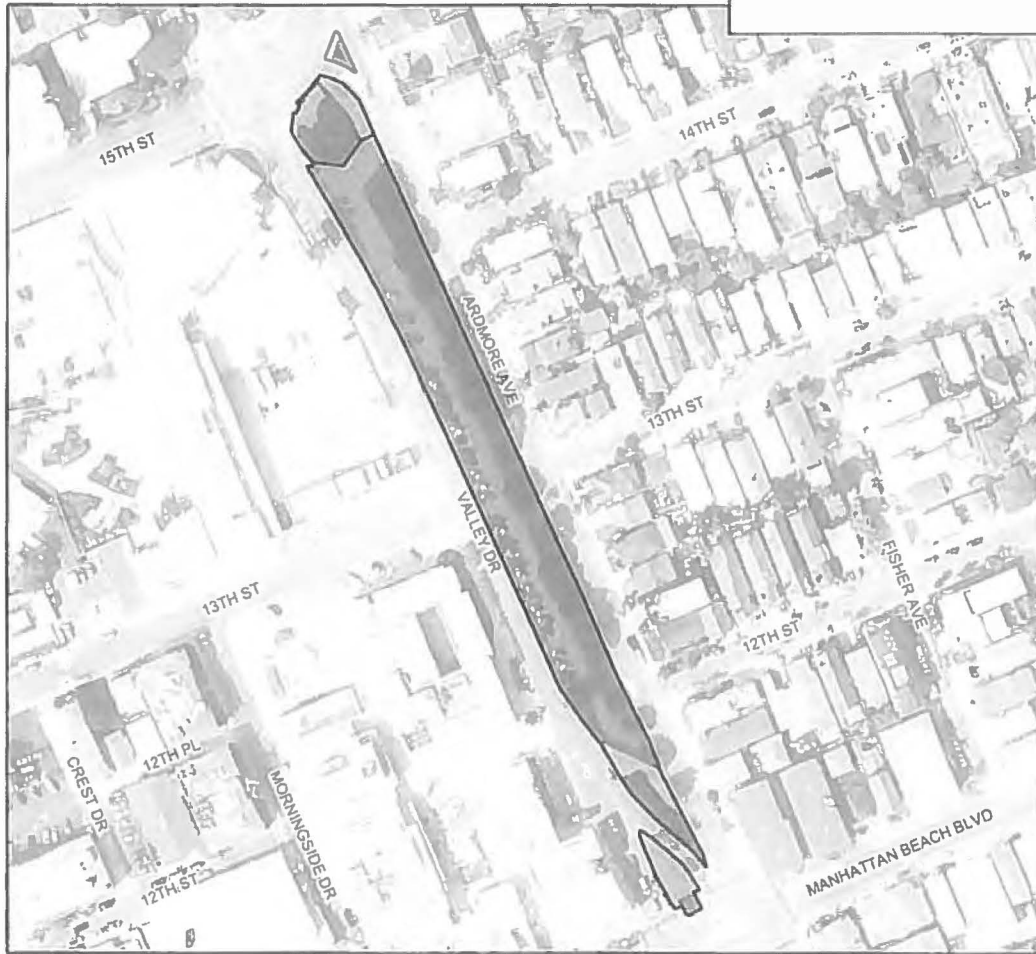
January 2010

Contracted Landscape Maintenance Types

Lot 8

City of Manhattan Beach - Page S7

Planters only!



70 Maintained Trees

Type	AC	PCC	Shrub	Soil/Natural	Turf
SQ FT	22,922.3	41.1	24,912.5	189.0	5,447.7
% of Total	42.84 %	0.08 %	46.55 %	0.35 %	10.18 %



0 100 200 400 600 Feet



January 2010

Contracted Landscape Maintenance Types
Pacific Triangle - Ardmore Ave & Pacific Ave
 City of Manhattan Beach - Page T1



10 Maintained Trees

Type	
	Turf
SQ FT	8,084.2
% of Total	100 %



0 50 100 200 300 Feet



January 2010

Contracted Landscape Maintenance Types

Dead End - 30th St & Sepulveda Blvd

City of Manhattan Beach - Page T2



No Maintained Trees

Type	AC	PCC	Shrub
SQ FT	1,088.8	450.6	75.4
% of Total	67.42 %	27.91 %	4.67 %

0 25 50 100 150 200 Feet



January 2010



Contracted Landscape Maintenance Types

El Porto Lot

City of Manhattan Beach - Page U



87 Maintained Trees

Type	AC	PCC	Shrub	Soil/Natural	Turf
SQ FT	94,699.0	2,387.9	4,512.1	6,290.6	2,030.1
% of Total	86.15 %	2.17 %	4.11 %	5.72 %	1.85 %

0 150 300 600 900 1,200 Feet



January 2010

City of Manhattan Beach Downtown Streetscape



Downtown Streetscape



City of Manhattan Beach

General Services

Phone: (310) 802-5568

FAX: (310) 802-5590

TDD: (310) 546-3501

June 1, 2018

Addendum #1 to RFP #1166-18

Landscape Maintenance Services

To All Prospective Bidders:

Please note the following change/clarification to the specifications when submitting your response:

- Page 5 Under (#4) Level of Maintenance, section (c, 2), replace with: **Deduction of Payment: If work under the Deficiency Notice has not been remedied within one business day then the City will deduct for each occurrence.**
- Page 7 Under (#10) Working Time Limits, change hours from between 7:30 AM and 5:00 PM to **7:00 AM and 3:30 PM.**
- Page 8 Under (#12) Materials to be Provided by Contractor, section (b), replace with: **Repair parts for benches and hot coal containers will be provided by the City.**
- Under (#13) Additional Work, replace with: **Replacement of tree breaks, turf areas and irrigation system installations, when necessary, may be completed by the Contractor and shall be on a negotiated price basis, however, that the City shall have the option to solicit competitive bids for the accomplishment of such work.**
- Page 9 Under (#16) Water Conservation, add: **The City controls most of the irrigation systems, except for some schools; which require manual shut off.**
- Page 10 Under (#19) Air Pollution, replace with: **Please provide a list of all vehicles including alternative fuel that contractor plans to use for this engagement.**
- Under (#20) Special Provisions Traffic and Detours, section (a), add: **traffic cones and traffic delineators** to required equipment to be provided by the Contractor.
- Page 12 Item (#25) Faithful Performance Bond, delete **entire section.**
- Page 13 Under (#27) Termination of Contract, change from ninety (90) calendar days to **one hundred twenty (120) calendar days**
- Page 14 Under (#30) Public Liability and Property Damage Insurance, replace with: **Refer to sample agreement for insurance requirements.**
- Under (#31) Workers' Compensation Insurance, replace with: **Refer to sample agreement for insurance requirements.**

- Page 15 Under (#32) Term of Contract, change contract end date from June 30, 2023 to **August 31, 2023**.
- Page 20 Under (#5) Parks and Public Plaza (Facilities Maintenance) Furniture and Accessories, section (a), paragraph 1, replace with: Contractor shall be responsible for the custodial maintenance of play equipment, park furniture and accessories, including, but not limited to benches and picnic tables. Custodial maintenance shall include such items as sweeping, cleaning, replacing missing screws, bolts and fasteners, handles, **removing stickers and permanent marker** and any other minor items necessary for safe and proper operation of a facility or equipment. **Spray painted graffiti** shall be reported as soon as discovered to the Contract Administrator.
- Under (#5) Parks and Public Plaza (Facilities Maintenance) Furniture and Accessories, Section (a), paragraph 4, remove: Maintenance shall also include cleaning of the glass and moving handrails on the four (4) escalators at the Metlox facility daily. **These tasks will be performed by the janitorial contractor's staff.**
- Under (#5) Parks and Public Plaza (Facilities Maintenance) Furniture and Accessories, section (a), paragraph 4, change Public Plazas to **Civic Center Plaza**.
- Page 24 Under (#13) Baseball, Softball, and Soccer Field Maintenance, change from Baseball, Softball, and Soccer Field Maintenance to **Baseball/Softball Field Maintenance**.
- Under (#13) Baseball/Softball Field Maintenance, paragraph 1, delete **'and soccer'**.
- Under (#13) Baseball/Softball Field maintenance is to occur **Monday through Friday** not three days per week.
- Under (#13) Baseball/Softball Field Maintenance, paragraph 2, change burning to **chalk**.
- Under (#13) Baseball/Softball Field Maintenance, paragraph 3, move **Paragraph 3 to (#14) Soccer/Football Maintenance**.
- Under (#13) Baseball/Softball Field Maintenance, paragraph 4, delete **'and soccer'**.
- Page 25 Under (#13) Baseball/Softball Field Maintenance, section (A) last paragraph, change from burned to **chalked**.
- Page 26 Under (#13, D, 1) Baseball/Softball Field the infield dragging is to occur **Monday through Friday** not three days per week.
- Page 27 Under (#14) Soccer/Football Field Maintenance, insert as 2nd paragraph: **Soccer field maintenance includes filling of divots and low areas, maintaining foul lines, maintaining the field free of trash and debris, and removing water puddles and mud holes.**
- Page 28 Under (#16) Parking Lot Cleaning, add **stickers and permanent markers**, to read as: Retaining walls, wheel stops, parking meters, pavement markings, landscaping, irrigation, **stickers, permanent markers**, etc.

Under (#17) Special Events, paragraph 1, delete 'restrooms' from responsibilities. These will be cleaned by the janitorial contractor's staff.

Under (#17) Special Events, section (a), add Two (2) porters to continuously service the park area for trash and debris including trash removal.

Under (#17) Special Events, section (b), add Eight (8) porters for two consecutive days, 1st weekend in August with 7:00 AM start time to continuously service the Strand, Pier and public beach for trash and debris including trash removal.

Under (#17) Special Events, section (c), change from Manhattan Open Volleyball Tournament to Hometown Fair. Two (2) porters will be needed for two consecutive days, 1st weekend in October at time to be determined by Contract Administrator. City will provide 72 hours advance notice.

Page 29 Under (#17) Special Events, section (d), add Two (2) porters will be needed on the 2nd Wednesday in November, 3:00 PM to 11:00 PM.

Under (#17) Special Events, section (e), add Two (2) porters will be needed on the 2nd Sunday in December, 3:00 PM to 12:00 AM.

Under (#17) Special Events, section (f), add Two (2) porters will be needed on the 4th Sunday in October at time to be determined by Contract Administrator. City will provide 72 hours advance notice. Historically, this has been an 8-hour shift.

Under (#18) For the three Dog runs, Contractor is to provide fresh wood chips (120 cubic yards) on a quarterly basis at contractor's expense.

Please note that only those subscribed to eNews will automatically receive any bid addenda that might be released. If you have any further questions, please contact me at geng@citymb.info or at 310-802-5567.

Sincerely,



Gwen Eng
Purchasing Manager

This Addendum must be acknowledged by returning a signed copy with your proposal.

All other terms, conditions and specifications remain unchanged for RFP #1166-18.

Name of Company: _____

Signature: _____



City of Manhattan Beach

General Services

Phone: (310) 802-5568

FAX: (310) 802-5590

TDD: (310) 546-3501

June 4, 2018

Addendum #2 to RFP #1166-18

Landscape Maintenance Services

To All Prospective Bidders:

Please note the following change/clarification to the specifications when submitting your response:

Q1. Which area(s) has hybrid bermuda grass?

A1. All of the athletic fields have bermuda grass.

Q2. Can we pulverize aeration cores into the soil immediately after aeration process?

A2. Aeration cores must be either pulverized or removed.

Q3. All irrigation materials will be provided by the City, correct?

A3. Yes, that is correct. City will provide all irrigation parts.

Q4. Will the City provide contractor with a yard to station our crew and equipment?

A4. Past contractors have had an informal agreement with the National Guard located at 3601 Bell Ave. In exchange for landscaping services, the National Guard has allowed the landscaping contractor to house vehicles and equipment in their parking lot adjacent to the City Yard, 3621 Bell Ave.

Q5. Are we locked into the price submitted with our proposal, without any increase for 5 years?

A5. Adjustments may be proposed after the first year of the contract, but no more than once annually in a 12-month period. Such increases may not exceed the average change in the previous 6-month period of the Consumer Price Index for Los Angeles area (i.e. 2.5 %) with a maximum of 3% allowed. Proof of increased costs must be provided. In addition, contractor must submit request 30 days in advance and receive City approval.

Q6. Do we need to close the restrooms as well?

A6. The closing of restrooms is not part of this contract.

Q7. How many park restrooms do we need to open before 6am?

A7. There are 8 restrooms affected by this requirement. They are Live Oak, Sand Dune, Premier Sports Field, Polliwog, Marine Ave., Manhattan Heights and Marine Sports Complex (2 and weekends only),

Q8. Is turf seeding considered extra work?

A8. Turf seeding should be incorporated in the contract pricing and not considered an extra.

Q9. Is the Landscaping contractor responsible for filling the pet waste bag stations?

A9. City staff will handle refilling the pet waste bag stations.

Q10. In the event where the contractor needs rubber mulch for the tot lots, will the City provide us with materials?

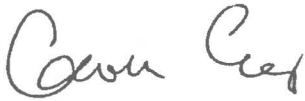
A10. No, the contractor is responsible for purchasing and replacing the rubber mulch.

Q11. In regard to Sand Dune Park, do we have to maintain the sand dunes slopes?

A11. The replenishment of sand at Sand Dune Park is handled by an outside contractor.

Please note that only those subscribed to eNews will automatically receive any bid addenda that might be released. If you have any further questions, please contact me at geng@citymb.info or at 310-802-5567.

Sincerely,



Gwen Eng
Purchasing Manager

This Addendum #2 must be acknowledged by returning a signed copy with your proposal.

All other terms, conditions and specifications remain unchanged for RFP #1166-18.

Name of Company: _____

Signature: _____

EXHIBIT B – CONTRACTOR'S PROPOSAL
Master Pricing Sheet – Landscape Services

	Location:	Monthly Hours:	Unit Pricing:	Annual Pricing:
1	Marine Ave Park - 1625 Marine Ave	\$ 46.00	\$ 1,266.00	\$15,192.00
2	Marine Sports Complex - 1801 Marine Ave	\$ 74.00	\$2,048.00	\$24,576.00
3	Sand Dune Park - 33rd St @ Bell Ave	\$ 25.00	\$699.00	\$8,388.00
4	Public Works Yard - 3621 Bell Ave	\$ 17.00	\$477.00	\$5,724.00
5	8th Street Parkette - 1746 8th St	\$ 7.00	\$195.00	\$2,340.00
6	Well 11A- MBB @ Green Ln (in Redondo Beach)	\$ 4.00	\$141.00	\$1,692.00
7	Well 13- 6th @ Aviation	\$ 5.00	\$141.00	\$1,692.00
8	Well 15- MBB @ Vail (in Redondo Beach)	\$ 3.00	\$97.00	\$1,164.00
9	26th St - Vista Dr to Grandview Ave	\$ 9.00	\$256.00	\$3,072.00
10	Grandview Elementary School - 455 24th St	\$ 14.00	\$436.00	\$5,232.00
11	Pacific Field-1214 Pacific Avenue	\$ 17.00	\$483.00	\$5,796.00
12	Center Field- Poinsettia @ 19th St	\$ 28.00	\$773.00	\$9,276.00
13	Liberty Parkway N/E corner MBB@ Redondo	\$ 17.00	\$460.00	\$5,520.00
14	Manhattan Beach Arts Center - 1560 Manhattan Beach Blvd	\$ 17.00	\$463.00	\$5,556.00
15	Manhattan Heights Community Center - 1600 MBB	\$ 5.00	\$138.00	\$1,656.00
16	Polliwog Park - 1601 Manhattan Beach Blvd	\$ 201.00	\$5,456.00	\$65,472.00
17	Begg Field - 1431 15th St	\$ 32.00	\$793.00	\$9,516.00
18	Manhattan Beach Middle School – 1501 N. Redondo Ave	\$ 31.00	\$786.00	\$9,432.00
19	Mira Costa High School – 1401 Artesia Blvd.	\$ 88.00	\$2,373.00	\$28,476.00
20	Drainage Swale	\$ 1.00	\$40.00	\$480.00
21	Block 35 Reservoir -1431 6th St	\$ 11.00	\$325.00	\$3,900.00
22	Bryant Sump- Bryant @ Meadows Ave.	\$ 7.00	\$172.00	\$2,064.00
23	Voorhees Lift Station- Voorhees Ave @ Rowell	\$ 4.00	\$114.00	\$1,368.00
24	Pennekamp School - 110 S Rowell Ave	\$ 21.00	\$494.00	\$5,928.00
25	Lot 4- 3714 Highland Av	\$ 4.00	\$101.00	\$1,212.00
26	Bruce's Beach- 2601 Highland Av	\$ 23.00	\$595.00	\$7,140.00
27	Lot 65C- 115 26th St	\$ 28.00	\$711.00	\$8,532.00
28	Par Course- Strand btwn 26th St and 27th St	\$ 3.00	\$70.00	\$840.00
29	Larsson St Parkette - 211 Larsson St	\$ 15.00	\$417.00	\$5,004.00
30	Robinson School- 80 Morningside Drive	\$ 31.00	\$807.00	\$9,684.00
31	Meadows Elementary School - 1200 N Meadows Ave	\$ 29.00	\$726.00	\$8,712.00
32	Pedestrian Walkways M1	\$ 4.00	\$102.00	\$1,224.00
33	The Strand M2	\$ 5.00	\$122.00	\$1,464.00
34	Martyrs Sump- Laurel @ 15th St	\$ 4.00	\$105.00	\$1,260.00
35	Aviation Sump - 601 Aviation Way	\$ 12.00	\$334.00	\$4,008.00
36	Marriott Sump Pumps- Parkview Ave E/O Parkway	\$ 3.00	\$85.00	\$1,020.00
37	Peck Reservoir - 1800 N Peck Ave	\$ 10.00	\$294.00	\$3,528.00
38	Village Soccer Field- 1300 Parkview Avenue	\$ 57.00	\$1,502.00	\$18,024.00
39	Fire Station 2 - 1400 Manhattan Beach Blvd	\$ 11.00	\$308.00	\$3,696.00
40	Live Oak Park & Dorsey Field-1901 N Valley Dr / 21st & Valley Median	\$ 158.00	\$4,213.00	\$50,556.00
41	Joslyn Center - 1601 N Valley Dr & Post Annex - 425 15th St	\$ 19.00	\$437.00	\$5,244.00
42	Rosecrans Ave Medians-	\$ 29.00	\$745.00	\$8,940.00
43	Marine Ave Medians-	\$ 36.00	\$922.00	\$11,064.00
44	Manhattan Beach Blvd Medians-	\$ 41.00	\$1,050.00	\$12,600.00
45	Artesia Blvd Medians-	\$ 41.00	\$1,061.00	\$12,732.00
46	Sepulveda Blvd Medians-	\$ 57.00	\$1,466.00	\$17,592.00
47	Duncan Dr Medians- Duncan E/O Kuhn Dr.	\$ 17.00	\$476.00	\$5,712.00
48	Veterans Parkway-	\$ 114.00	\$3,082.00	\$36,984.00
49	Pier Lots North & South- 00 MBB	\$ 9.00	\$262.00	\$3,144.00
50	Lot 1- 10th @ Bayview	\$ 2.00	\$52.00	\$624.00
51	Lot 2- 12th @ Bayview	\$ 2.00	\$52.00	\$624.00
52	Lot 3-1155 Morningside Dr	\$ 2.00	\$52.00	\$624.00
53	Lot 6- 1321 Highland Av	\$ 2.00	\$52.00	\$624.00

Master Pricing Sheet – Landscape Services

	Location:	Monthly Hours:	Unit Pricing:	Annual Pricing:
54	Lot 7- 1104 N Valley Dr	\$ 12.00	\$353.00	\$4,236.00
55	Lot 8- 1145 N Valley Dr	\$ 17.00	\$515.00	\$6,180.00
56	Pacific Triangle - Ardmore Ave & Pacific Ave	\$ 9.00	\$242.00	\$2,904.00
57	Dead End - 30th & Sepulveda Blvd	\$ 2.00	\$55.00	\$660.00
58	El Porto Lot- 4500 The Strand	\$ 9.00	\$234.00	\$2,808.00
59	Downtown Streetscape	\$ 34.00	\$907.00	\$10,884.00
60	Aviation medians and Sound wall	\$ 26.00	\$611.00	\$7,332.00
61	Baseball & Softball Field Maintenance (February 1st – October 31st)	\$ 130.00	\$2,773.00	\$33,276.00
62	Annual Veteran's Parkway Chip Replacement	\$ 8.00	\$1,500.00	\$18,000.00
63	Annual Tot Lot Playground Chip Replacement (7 locations)	\$ 4.00	\$450.00	\$5,400.00
64	Monthly Tot Lot Rototilling Playground Sandboxes and Chips (7 locations)	\$ 4.00	\$500.00	\$6,000.00
65	Quarterly Dog run (3 locations) Chip Replacement	\$ 4.00	\$170.00	\$2,040.00
	Total	\$ 1,711.00	\$47,137.00	\$565,644.00

What is your hourly rate for as-needed services?

\$35.00

Merchants Landscape services, Inc.

Name of Company

EXHIBIT C

Terms for Compliance with California Labor Law Requirements

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the effective date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If Contractor or any subcontractor cease to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, Contractor's services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.
5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

8. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25.00) for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

10. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

11. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required

to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

12. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND MERCHANTS
LANDSCAPE SERVICES, INC.

This First Amendment ("Amendment No. 1") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Merchants Landscape Services, Inc. a California corporation ("Contractor") (collectively, the "Parties") is hereby entered into as of July 1, 2019 ("Effective Date").

RECITALS

A. On September 1, 2018, the City and Contractor entered into a maintenance services agreement for the Contractor to provide landscape maintenance services ("Agreement");

B. The Parties now desire to amend the Agreement to increase the Maximum Compensation and to modify the Scope of Services.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 7.A of the Agreement is hereby revised to increase the compensation amount by \$20,000 per year, for a new maximum compensation amount of \$642,644 per year. Section 7.A. is revised as follows:

In consideration of the services rendered hereunder, City shall pay Contractor a fee not to exceed Five Hundred Eighty-Five Thousand Six Hundred Forty-Four Dollars (\$585,644) per year, in accordance with the prices as submitted in Exhibit B. An additional annual contingency amount of \$57,000 is available for unforeseen services or emergencies, subject to authorization by the Director pursuant to Section 2 of this Agreement. In no event shall the total compensation paid Contractor exceed Six Hundred Forty-Two Thousand Six Hundred Forty-Four Dollars (\$642,644) per year.

Section 2. Exhibit A – Landscape Maintenance Services Specifications of the Agreement, Section 14 – Chemical Control is hereby revised by the addition of Exhibit A - Section 14a – Chemical Control – Organics attached to this Amendment.

Section 3. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

CITY OF MANHATTAN BEACH

By: 

Bruce Moe, City Manager

ATTEST:



8-29-19

Liza Tamura, City Clerk

APPROVED AS TO FORM:



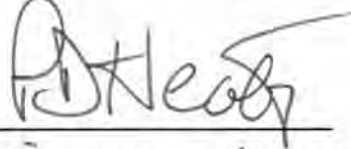
Quinn M. Barrow, City Attorney

APPROVED AS TO CONTENT:



Steve S. Charelian, Finance Director

MERCHANTS LANDSCAPE SERVICES, INC.

By: 

Its: REGIONAL MANAGER

EXHIBIT A – SECTION 14a
CHEMICAL CONTROL – ORGANICS

14a. Effective July 1, 2019, use of non-organic products in the control of weeds (herbicide) in parks and open space is no longer permitted by the City of Manhattan Beach. Acceptable weed abatement shall include a combination of organic products, manual weeding and heat. Organic products that should be considered include:

- Corn gluten meal
- Vinegar solutions
- Herbicidal Soaps
- Matran, Burnout II and Weedzap
- Avenger
- Skythe
- Suppress

Additionally, when replacing landscaping, plants that naturally repel rodents should be selected, whenever possible.

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF
MANHATTAN BEACH AND MERCHANTS LANDSCAPE SERVICES, INC.

This Second Amendment ("Amendment No. 2") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Merchants Landscape Services, Inc., a California corporation ("Contractor") (collectively, the "Parties") is hereby entered into as of July 1, 2020 ("Effective Date").

RECITALS

A. On September 1, 2018, the City and Contractor entered into an agreement for the Contractor to provide landscape maintenance services ("Agreement");

B. On July 1, 2019, the City and Contractor entered into Amendment No. 1 to the Original Agreement. The Original Agreement, as amended by Amendment No. 1 is referred to herein as the Agreement;

C. The Parties now desire to amend the Agreement to include Exhibit A – Federal Emergency Management Agency (FEMA) Procurement Clauses Under Contract Provisions for Non-Federal Entity Contracts Under Federal Award under 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. The Exhibit entitled Federal Emergency Management Agency (FEMA) Procurement Clauses Under Contract Provisions for Non-Federal Entity Contracts Under Federal Award under 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, attached hereto, is hereby attached and incorporated into the Agreement as Exhibit A.

Section 1. Except as specifically amended by this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 2 on the day and year first shown above.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

Contractor:

City of Manhattan Beach,
a California municipal corporation

Merchants Landscape Services, Inc.
a California corporation

DocuSigned by:
By: Bruce Moe 7/26/2020
Name: Bruce Moe
Title: City Manager

DocuSigned by:
By: Patrick Healy 7/24/2020
Name: Patrick D. Healy
Title: Regional Manager

ATTEST:

DocuSigned by:
By: Liza Tamura 7/27/2020
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn Barrow 7/26/2020
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Steve S. Charelian 7/26/2020
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Stephanie Katsouleas 7/24/2020
Name: Stephanie Katsouleas
Title: Public Works Director

Federal Emergency Management Agency (FEMA) Procurement Clauses

Under Contract Provisions for Non-Federal Entity Contracts Under Federal Award under 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, the following clauses are applicable to the goods and/or services acquired by the City of Manhattan Beach.

Applicable to all Purchases below \$10,000:

- 1) Suspension and Debarment - Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state-funded health care program, or from receiving Federal funds as listed in the List of parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the City if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state-funded health care program, as defined by 42 U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the City harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.
- 2) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- 3) Procurement of Recovered Materials –
 - (i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— • Competitively within a timeframe providing for compliance with the contract performance schedule; • Meeting contract performance requirements; or • At a reasonable price.
 - (ii) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - (iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."
- 4) Access to Records –
 - (a) The Contractor agrees to provide the City of Manhattan Beach, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - (d) In compliance with the Disaster Recovery Act of 2018, the City of Manhattan Beach and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

- 5) Changes – Any change, modification, change order, or constructive change are allowable, to the contract by either party will be documented in writing and agreed to by both parties.
- 6) Department of Homeland Security (DHS) Seal, Logo, and Flags – Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 7) Compliance with Federal Law, Regulations, and Executive Orders - This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 8) No Obligation by Federal Government - The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- 9) Program Fraud and False or Fraudulent Statements or Related Acts - The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Additional Clause for Purchases over \$10,000:

- 1) Termination - The performance of work under this contract may be terminated in whole or from time to time in part by the City of Manhattan Beach representative.

Additional Clause for Purchases over \$150,000:

- 1) Clean Air Act - The contractor agrees to comply with all applicable standards, orders, or regulations issued in pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
- 2) The contractor agrees to report each violation to the City of Manhattan Beach and understands and agrees that the City of Manhattan Beach will, in turn, report each violation as required to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

AMENDMENT NO. 3 TO THE MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND MERCHANTS
LANDSCAPING SERVICES, INC.

This Third Amendment ("Amendment No. 3") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Merchants Landscape Services Inc., a California corporation ("Contractor"). Contractor's license number is 765658; Contractor's DIR registration number is 1000004920. ("Corporation") (collectively, the "Parties") is hereby entered into as of September 1, 2020 ("Effective Date").

RECITALS

A. On September 1, 2018, the City and Corporation entered into an agreement for professional services for the Corporation to provide landscape maintenance services ("Original Agreement");

B. On July 1, 2019 and July 1, 2020 the Parties entered into Amendment No. 1 and Amendment No. 2, respectively, to the Original Agreement. The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the Agreement.

C. The Parties now desire to amend the Agreement to decrease the Maximum Compensation consistent with budget cuts adopted by the Manhattan Beach City Council at their meeting on June 25, 2020.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1.

BRUCE MOE  \$434,604.00
MARK BROWER 

Section 2. Section 7.A of the Agreement is hereby revised to decrease the annual base compensation amount to ~~\$427,800~~ for the period commencing July 1, 2020 through June 30, 2021. "Exhibit B [Merchants Master Pricing Sheet] of the Agreement is hereby replaced by the [Exhibit B Updated: Master Pricing Sheet – Landscape Services] attached to this Amendment.

Section 3. Except as specifically amended by this Amendment No. 3, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 3 on the day and year first shown above.

[SIGNATURE PAGE FOLLOWS]

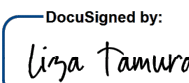
The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

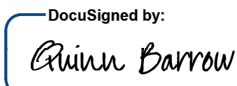
City of Manhattan Beach,
a California municipal corporation

By:  DocuSigned by:
28C01BCE66A54A3 Acting CM
9/21/2020
Name: Bruce Moe
Title: City Manager

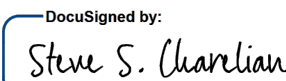
ATTEST:

By:  DocuSigned by:
AFC50C3D1C0841E... 9/25/2020
Name: Liza Tamura
Title: City Clerk

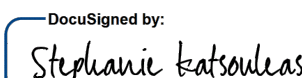
APPROVED AS TO FORM:

By:  DocuSigned by:
96FA868DAA974F9 9/17/2020
Name: Quinn M. Barrow
Title: City Attorney

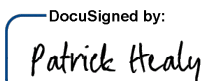
APPROVED AS TO FISCAL IMPACT:

By:  DocuSigned by:
F6C7B3D6337748F 9/17/2020
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

By:  DocuSigned by:
6FE60A43EB8C499 9/9/2020
Name: Stephanie T. Katsouleas
Title: Public Works Director

Merchants Landscaping Service],
a California corporation

By:  DocuSigned by:
1B2AA6F411FA42F 9/4/2020
Name: Patrick Healy
Title: Regional Manager

By:  DocuSigned by:
AAB6DC692D5A4EF... 9/4/2020
Name: Mark Brower
Title: President

EXHIBIT B: Updated Master Pricing Sheet – Merchants Landscape Services
Effective July 1, 2020

	7/14/2020	Location:	Old Monthly Hours:	New Monthly Hours:	New Mowing Frequency per Month:	New Unit Pricing:	New Annual Pricing:	Old Annual Pricing:
1	Marine Ave Park - 1625 Marine Ave		46	32	2 X	\$936.20	\$11,234.40	\$15,192.00
2	Marine Sports Complex - 1801 Marine Ave		74	51	2 X	\$1,633.20	\$19,598.40	\$24,576.00
3	Sand Dune Park - 33rd St @ Bell Ave		25	17	2 X	\$489.30	\$5,871.60	\$8,388.00
4	Public Works Yard - 3621 Bell Ave		17	12	2 X	\$333.90	\$4,006.80	\$5,724.00
5	8th Street Parkette - 1746 8th St		7	5	2 X	\$136.50	\$1,638.00	\$2,340.00
6	Well 11A- MBB @ Green Ln (in Redondo Beach)		4	3	0	\$108.70	\$1,304.40	\$1,693.00
7	Well 13- 6th @ Aviation		5	3	0	\$108.70	\$1,304.40	\$1,692.00
8	Well 15- MBB @ Vail (in Redondo Beach)		3	2	0	\$77.90	\$934.80	\$1,164.00
9	26th St - Vista Dr to Grandview Ave		9	6	2 X	\$179.20	\$2,150.40	\$3,072.00
10	Grandview Elementary School - 455 24th St		14	10	2 X	\$305.20	\$3,662.40	\$5,232.00
11	Pacific Field-1214 Pacific Avenue		17	12	2 X	\$338.10	\$4,057.20	\$5,796.00
12	Center Field- Poinsettia @ 19th St		28	19	2 X	\$591.10	\$7,093.20	\$9,276.00
13	Liberty Parkway N/E corner MBB@ Redondo		17	12	2 X	\$322.00	\$3,864.00	\$5,520.00
14	Manhattan Beach Arts Center - 1560 Manhattan Beach Blvd		17	12	2 X	\$324.10	\$3,889.20	\$5,556.00
15	Manhattan Heights Community Center - 1600 MBB		5	3	2 X	\$106.60	\$1,279.20	\$1,656.00
16	Polliwog Park - 1601 Manhattan Beach Blvd		201	160	2 X	\$4,354.26	\$52,251.12	\$65,472.00
17	Begg Field - 1431 15th St		32	22	2 X	\$605.10	\$7,261.20	\$9,516.00
18	Manhattan Beach Middle School – 1501 N. Redondo Ave		31	21	2 X	\$600.20	\$7,202.40	\$9,432.00
19	Mira Costa High School – 1401 Artesia Blvd.		88	61	2 X	\$1,861.10	\$22,333.20	\$28,476.00
20	Drainage Swale		1	1	0	\$38.00	\$456.00	\$480.00
21	Block 35 Reservoir -1431 6th St		11	7	2 X	\$227.50	\$2,730.00	\$3,900.00
22	Bryant Sump- Bryant @ Meadows Ave.		7	5	0	\$120.40	\$1,444.80	\$2,064.00
23	Voorhees Lift Station- Voorhees Ave @ Rowell		4	3	2 X	\$89.80	\$1,077.60	\$1,368.00
24	Pennekamp School - 110 S Rowell Ave		21	14	2 X	\$345.80	\$4,149.60	\$5,928.00
25	Lot 4- 3714 Highland Av		4	3	0	\$80.70	\$968.40	\$1,212.00
26	Bruce's Beach- 2601 Highland Av		23	16	2 X	\$416.50	\$4,998.00	\$7,140.00
27	Lot 65C- 115 26th St		28	19	2 X	\$497.70	\$5,972.40	\$8,532.00
28	Par Course- Strand btwn 26th St and 27th St		3	2	0	\$59.00	\$708.00	\$840.00
29	Larsson St Parkette - 211 Larsson St		15	10	2 X	\$291.90	\$3,502.80	\$5,004.00
30	Robinson School- 80 Morningside Drive		31	23	2 X	\$614.90	\$7,378.80	\$9,684.00
31	Meadows Elementary School - 1200 N Meadows Ave		29	20	2 X	\$558.20	\$6,698.40	\$8,712.00
32	Pedestrian Walkways M1		4	3	2 X	\$81.40	\$976.80	\$1,224.00
33	The Strand M2		5	3	0	\$95.40	\$1,144.80	\$1,464.00
34	Martyrs Sump- Laurel @ 15th St		4	3	0	\$83.50	\$1,002.00	\$1,260.00
35	Aviation Sump - 601 Aviation Way		12	8	0	\$233.80	\$2,805.60	\$4,008.00
36	Marriott Sump Pumps- Parkview Ave E/O Parkway		3	2	0	\$69.50	\$834.00	\$1,020.00
37	Peck Reservoir - 1800 N Peck Ave		10	7	0	\$205.80	\$2,469.60	\$3,528.00
38	Village Soccer Field- 1300 Parkview Avenue		57	0	0	\$0.00	\$0.00	\$18,024.00
39	Fire Station 2 - 1400 Manhattan Beach Blvd		11	7	2 X	\$215.60	\$2,587.20	\$3,696.00
40	Live Oak Park & Dorsey Field-1901 N Valley Dr / 21st & Valley Median		158	135	2 X	\$3,484.17	\$41,810.04	\$50,556.00
41	Joslyn Center - 1601 N Valley Dr & Post Annex - 425 15th St		19	13	2 X	\$305.90	\$3,670.80	\$5,244.00
42	Rosecrans Ave Medians-		29	20	0	\$524.40	\$6,292.80	\$8,940.00
43	Marine Ave Medians-		36	25	2 X	\$645.40	\$7,744.80	\$11,064.00
44	Manhattan Beach Blvd Medians-		41	28	2 X	\$735.00	\$8,820.00	\$12,600.00
45	Artesia Blvd Medians-		41	28	0	\$742.70	\$8,912.40	\$12,732.00
46	Sepulveda Blvd Medians-		57	50	0	\$1,226.20	\$14,714.40	\$17,592.00
47	Duncan Dr Medians- Duncan E/O Kuhn Dr.		17	12	0	\$333.20	\$3,998.40	\$5,712.00
48	Veterans Parkway-		114	114	4 X	\$3,082.00	\$36,984.00	\$36,984.00
49	Pier Lots North & South- 00 MBB		9	6	0	\$183.40	\$2,200.80	\$3,144.00
50	Lot 1- 10th @ Bayview		2	1	0	\$46.40	\$556.80	\$624.00
51	Lot 2- 12th @ Bayview		2	1	0	\$46.40	\$556.80	\$624.00
52	Lot 3-1155 Morningside Dr		2	1	0	\$46.40	\$556.80	\$624.00
53	Lot 6- 1321 Highland Av		2	1	0	\$46.40	\$556.80	\$624.00
54	Lot 7- 1104 N Valley Dr		12	8	0	\$247.10	\$2,965.20	\$4,236.00
55	Lot 8- 1145 N Valley Dr		17	11	2 X	\$360.50	\$4,326.00	\$6,180.00
56	Pacific Triangle - Ardmore Ave & Pacific Ave		9	6	2 X	\$169.40	\$2,032.80	\$2,904.00
57	Dead End - 30th & Sepulveda Blvd		2	1	0	\$48.50	\$582.00	\$660.00
58	El Porto Lot- 4500 The Strand		9	6	2 X	\$163.80	\$1,965.60	\$2,808.00
59	Downtown Streetscape		34	34	4 X	\$907.00	\$10,884.00	\$10,884.00
60	Aviation medians and Sound wall		26	18	0	\$427.70	\$5,132.40	\$7,332.00
61	Baseball & Softball Field Maintenance (February 1st – October 31st)		130	0	0	\$0.00	\$0.00	\$33,276.00
62	Annual Veteran's Parkway Chip Replacement		8	8	0	\$1,500.00	\$18,000.00	\$18,000.00
63	Annual Tot Lot Playground Chip Replacement (7 locations)		4	0	0	\$0.00	\$0.00	\$5,400.00
64	Monthly Tot Lot Rototilling Playground Sandboxes and Chips (7 locations)		4	0	0	\$0.00	\$0.00	\$6,000.00
65	Quarterly Dog run (3 locations) Chip Replacement 3x per year		4	4	0	\$127.50	\$1,530.00	\$2,040.00
66	Amendment No. 1 increase 7/1/2019					\$1,666.66	\$19,999.92	\$19,999.92
67	Starting 9/1/2019 monthly CPI increase					\$1,414.11	\$16,969.32	\$16,969.32
	Total			1150		\$36,217.00	\$434,604.00	\$602,614.24

What is your hourly rate for as-needed services?
Sites in Bold did not have any service reduction.

\$37.50	\$37.50
---------	---------

Merchants Landscape reduction to service pricing. 7/14/20

Name of Company

AMENDMENT NO. 4 TO THE MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND MERCHANTS
LANDSCAPING SERVICES, INC.

This Fourth Amendment ("Amendment No. 4") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Merchants Landscape Services Inc., a California corporation ("Contractor" (collectively, the "Parties") is hereby entered into as of May 17, 2021 ("Effective Date").

RECITALS

A. On September 1, 2018, the City and Corporation entered into an agreement for maintenance services for the Corporation to provide landscape maintenance services ("Original Agreement");

B. On July 1, 2019, July 1, 2020 and September 25, 2020 the Parties entered into Amendment No. 1, Amendment No. 2 and Amendment No. 3, respectively, to the Original Agreement. The Original Agreement, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3, is referred to herein as the Agreement.

C. The Parties now desire to amend the Agreement to modify the Scope of Services.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Per Section 7. A of the Agreement, the City wishes to utilize \$25,388 of the annual contingency amount of \$57,000 that is available for unforeseen services or emergencies. To date, the City has used \$30,000 of the available \$57,000 contingency funds. The services listed in **Exhibit A** [Merchants Proposals for May & June, 2021] are hereby added to the Scope of Work for the period ending June 30, 2021. The total compensation for FY 2020-2021 is hereby increased to \$489,992.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 4 on the day and year first shown above.

[SIGNATURE PAGE FOLLOWS]

Approved for use 2/15/20

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

Merchants Landscaping Service,
a California corporation

DocuSigned by:
By: Bruce Moe 5/19/2021
EAD3C06646684FC...
Name: Bruce Moe
Title: City Manager

DocuSigned by:
By: Patrick Healy 5/18/2021
1B3AA6F411EA49F...
Name: Patrick Healy
Title: Regional Manager

ATTEST:

DocuSigned by:
By: Liza Tamura 5/24/2021
0826026E9684468...
Name: Liza Tamura
Title: City Clerk

DocuSigned by:
By: Mark Brower 5/18/2021
1B6DC692D5A4EE...
Name: Mark Brower
Title: President

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn Barrow 5/18/2021
06FA866DA4974E9...
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Steve S. Charelian 5/18/2021
E6C7B3D6337748F...
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Erick Lee 5/18/2021
F0F4A9F0A992452...
Name: Erick Lee
Title: Interim Public Works Director

EXHIBIT A
Proposals for May & June, 2021



PROPOSAL No. 1

May 13, 2021

Mr. Ernest Area
Arborist
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, Ca 90266

Merchants Landscape Services is pleased to submit the following proposal regarding the adding of the following sports fields back to full service. See Technical Specifications located in Part II, pages 16-29. Merchants Landscape Services will provide all the labor and equipment to perform the work listed above.

<u>DESCRIPTION</u>	<u>AMOUNT</u>
---------------------------	----------------------

Manhattan Heights softball field, Marine Park baseball field,
Sports Complex baseball & softball fields, Live Oak softball field, Dorsey baseball
field, Premier baseball field, MBMS baseball field, MCHS baseball & softball field,
Begg softball field. (one of two fields only).

12 sports fields total.

Total price for these services. \$6575.00 May 17- May 31

TERMS: Prices effective for 60days.

Merchants Landscape Services: *Patrick D. Healy*

Proposal Accepted: _____ Date: _____
Signature

Print Name

Title

Start Date: _____

If you should have any questions regarding this proposal, please contact Patrick Healy @ (310)
864-9900 or email at patrick@merchantslandscape.com Branch 8748 Industrial lane R.C. CA
91730



merchants
landscape services, inc.

PROPOSAL No. 2

June 1, 2021

Mr. Ernest Area
Arborist
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, Ca 90266

Merchants Landscape Services is pleased to submit the following proposal regarding the adding of the following sports fields back to full service. See Technical Specifications located in Part II, pages 16-29. Merchants Landscape Services will provide all the labor and equipment to perform the work listed above.

<u>DESCRIPTION</u>	<u>AMOUNT</u>
---------------------------	----------------------

Soccer Fields:

Center Field soccer field, Grandview soccer field, MBMS soccer field, Meadows Elementary School soccer field, Pacific Field soccer field, Pennekamp School soccer field, Robinson School soccer field.

7 sports fields total.

Total price for these services. \$6261.00 per month.

TERMS: Prices effective for 60days.

Merchants Landscape Services: *Patrick D. Healy*

Proposal Accepted: _____ Date: _____
Signature

Print Name

Title

Start Date: _____

If you should have any questions regarding this proposal, please contact Patrick Healy @ (310) 864-9900 or email at patrick@merchantslandscape.com Branch 8748 Industrial lane R.C. CA 91730



merchants
landscape services, inc.

PROPOSAL No. 1

June 1, 2021

Mr. Ernest Area
Arborist
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, Ca 90266

Merchants Landscape Services is pleased to submit the following proposal regarding the adding of the following sports fields back to full service. See Technical Specifications located in Part II, pages 16-29. Merchants Landscape Services will provide all the labor and equipment to perform the work listed above.

<u>DESCRIPTION</u>	<u>AMOUNT</u>
---------------------------	----------------------

Manhattan Heights softball field, Marine Park baseball field,
Sports Complex baseball & softball fields, Live Oak softball field, Dorsey baseball
field, Premier baseball field, MBMS baseball field, MCHS baseball & softball field,
Begg softball field. (one of two fields only).

12 sports fields total.

Total price for these services. \$12552.00 per month.

TERMS: Prices effective for 60days.

Merchants Landscape Services: *Patrick D. Healy*

Proposal Accepted: _____ Date: _____
Signature

Print Name

Title

Start Date: _____

If you should have any questions regarding this proposal, please contact Patrick Healy @ (310) 864-9900 or email at patrick@merchantslandscape.com Branch 8748 Industrial lane R.C. CA 91730

AMENDMENT NO. 5 TO THE MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND MERCHANTS
LANDSCAPING SERVICES, INC.

This Fifth Amendment ("Amendment No. 5") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Merchants Landscape Services Inc., a California corporation ("Contractor"). Contractor's license number is 765658; Contractor's DIR registration number is 1000004920. ("Corporation") (collectively, the "Parties") is hereby entered into as of April 5, 2022 ("Effective Date").

RECITALS

A. On September 1, 2018, the City and Corporation entered into an agreement for professional services for the Corporation to provide landscape maintenance services ("Original Agreement");

B. On July 1, 2019, July 1, 2020, September 25, 2020 and May 17, 2021 the Parties entered into Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4, respectively, to the Original Agreement. The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, Amendment No. 3 and Amendment No. 4 is referred to herein as the Agreement.

C. The Parties now desire to amend the Agreement. Significant landscaping services were reduced or suspended during the pandemic. This Amendment will increase Maximum Compensation with a one-time amount of \$325,000 to restore and elevate parks and citywide landscaped areas to pre-COVID levels.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 7.A of the Agreement is hereby revised to increase the compensation with a one-time additional amount of \$325,000 to be expended and additional work performed by June 30, 2023.

Section 2. Except as specifically amended by this Amendment No. 5, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 5 on the day and year first shown above.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

Merchants Landscaping Service],
a California corporation

DocuSigned by:
By: Bruce Moe 8/8/2022
D7A13C5B864A441...
Name: Bruce Moe
Title: City Manager

DocuSigned by:
By: PD Healy 7/14/2022
1B2AA6F441EA42F...
Name: Patrick Healy
Title: Regional Manager

ATTEST:

DocuSigned by:
By: Liza Tamura 8/8/2022
975D2FFB9D8440B...
Name: Liza Tamura
Title: City Clerk

DocuSigned by:
By: Mark Brower 7/15/2022
AAB6DC692D5A4EF...
Name: Mark Brower
Title: President

APPROVED AS TO FORM:

DocuSigned by:
By: Brendan Kearns, Acting City Attorney 7/14/2022
164EC644110B45B...
Name: ~~Quinn M. Barrow~~ Brendan Kearns
Title: ~~City Attorney~~ Acting City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Steve S Charelian 7/25/2022
1A2E390F289C494...
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Erick Lee 7/19/2022
8FDAAFF6234CA482...
Name: Erick Lee
Title: Public Works Director

AMENDMENT NO. 6 TO THE MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND MERCHANTS
LANDSCAPE SERVICES, INC.

This Sixth Amendment ("Amendment No. 6") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Merchant's Landscape Services, Inc., a California corporation, limited partnership, limited liability company] ("Consultant") (collectively, the "Parties") is hereby entered into as of June 6, 2023 ("Effective Date").

RECITALS

A. On September 1, 2018, the City and Consultant entered into a maintenance services agreement for the Consultant to provide landscape maintenance services ("Original Agreement");

B. On July 1, 2019, July 1, 2020, September 25, 2020, May 17, 2021 and April 5, 2022, the Parties entered into Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5, respectively, to the Original Agreement. The Original Agreement as so amended is referred to herein as the "Agreement".

C. Parties now desire to amend the Agreement to add to the Scope of Services, extend the term and increase the compensation.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Pursuant to Section 3 of the Agreement, upon the mutual written consent of both parties, there shall be a one year extensions of the Agreement from the August 31, 2023 termination date. Both parties hereby consent to one-year extension through August 31, 2024.

Section 2. Section 7(a) of the Agreement is hereby revised to increase the compensation by \$80,000 for the additional Scope of Work identified in Exhibit A hereto.

Section 3. Exhibit A of the Agreement is hereby amended to add to the Scope of Work described in Exhibit A attached to this Amendment.

Section 4. Except as specifically amended by this Amendment No. 6, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 6 on the day and year first shown above.

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

Consultant:

City of Manhattan Beach,
a California municipal corporation

Merchant's Landscape Services, Inc.,
a California Corporation

DocuSigned by:
By: Bruce Moe 6/22/2023
DTA13C56862A441...
Name: Bruce Moe
Title: City Manager

DocuSigned by:
By: Patrick Healy 5/30/2023
1B2AA6F411E442F...
Patrick Healy, Regional Manager

ATTEST:

DocuSigned by:
By: Mark Bower 5/31/2023
AAP6DC692D5A4FF...
Mark Bower, President

DocuSigned by:
By: Liza Tamura 6/26/2023
973D2FFB9D8446B...
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn M. Barrow, City Attorney 5/31/2023
C24C6E263545446...
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Steve S. Charelian, Finance Director 5/31/2023
3801E6D7B4124E9...
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Erick Lee 5/31/2023
8FDAAFB234CA492...
Name: Erick Lee
Title: Public Works Director

Exhibit A: Additional Scope of Work

1. Merchants Landscape will remove, replace, and install new plants and hardscape materials at various locations according to the Landscape engineer's specifications.
 - a. Plant Types will be provided in a list to the vendor and will be installed at locations identified in the Map Document.
 - b. Merchants Landscape will install all units of Hardscape at locations identified in the Map Document and listed below under locations.
 - c. A Checklist for locations will be provided to the vendor by the landscape architect.
 - d. All work shall be performed under the direction of the Field Operations Division and shall not begin until the vendor is given a Notice To Proceed (NTP) and the location list is completed.
 - e. Merchant's Landscape costs are based on labor hours and material only.

2. LOCATIONS

Within the City of Manhattan Beach city limits, as directed by the Field Operations Division, per the landscape architect's specifications, Merchants' Landscape is to provide: A) a map of locations for installation based on the map provided by the City and B) a checklist of plants and hardscape installations, (2) documents that will be then added as addendums.

Planters Streetscape Locations and Counts

<i>Intersection</i>	<i>Count</i>
Highland Ave/10th St	2
Highland Ave/11th St	3
Highland Ave/12th St	4
Highland Ave/13th St	2
Highland Ave/14th St	2
Highland Ave/15th St	4
Manhattan Ave/10th St	1
Manhattan Ave/11th St	4
Manhattan Ave/12th St	4
Manhattan Ave/13th St	1
Manhattan Ave/8th St	1
Manhattan Ave/9th St	2
Manhattan Ave/MBB	4
MBB/The Strand	1
MMB/Highland Ave	4
MMB/Morningside Dr.	4
MMB/Valley Dr.	6
Highland Ave/Rosecrans	1

Lot 4		1
Highland Ave/38th St	1	
Highland Ave/41th St	1	
Highland Ave/42th St	1	
Highland Ave/43rd St	1	
Highland Ave/44th St	1	
Highland Ave/45th St	1	

AMENDMENT NO. 7 TO THE MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND MERCHANTS
LANDSCAPE SERVICES, INC.

This Amendment No. 7 ("Amendment No. 7") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City"), and Merchant's Landscape Services, Inc., a California corporation ("Contractor") (collectively, the "Parties"), is hereby entered into as of September 1, 2024 ("Effective Date").

RECITALS

A. On September 1, 2018, the City and Contractor entered into an agreement for maintenance services for the Contractor to provide landscape maintenance services ("Original Agreement").

B. On July 1, 2019, the City and Contractor entered into Amendment No. 1 ("Amendment No. 1") to increase the Maximum Compensation and amend Exhibit A. On July 1, 2020, the City and Contractor entered into Amendment No. 2 ("Amendment No. 2") to amend Exhibit A. On September 1, 2020, the City and Contractor entered into Amendment No. 3 ("Amendment No. 3") to decrease the Maximum Compensation and replace Exhibit B. On May 17, 2021, the City and Contractor entered into Amendment No. 4 ("Amendment No. 4") to increase the Maximum Compensation and amend Exhibit A. On April 5, 2022, the City and Contractor entered into Amendment No. 5 ("Amendment No. 5") to increase the Maximum Compensation. On June 6, 2023, the City and Contractor entered into Amendment No. 6 ("Amendment No. 6") to extend the term, increase the Maximum Compensation, and amend Exhibit A.

C. The Original Agreement as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and Amendment No. 6 is hereinafter referred to as the "Agreement."

D. The Parties now desire to amend the Agreement to extend the term and increase the Maximum Compensation.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 3 of the Agreement is hereby amended to extend the term of the Agreement through August 31, 2025, unless sooner terminated as provided in Section 12 of the Agreement.

Section 2. Section 7.A of the Agreement is hereby amended to pay the Contractor a monthly fee of \$62,312.04, for a new annual cost of \$747,744.48, in accordance with the prices submitted in Exhibit B-1. An additional contingency amount of \$57,000 for unforeseen services or emergencies is also authorized

Approved for use 5/1/24

pursuant to Section 7.A. In no event shall the total annual compensation paid to the Contractor exceed \$804,744.48.

Section 3. Exhibit A of the Original Agreement– Part II sections 8, 13, and 18 are hereby amended to include the following language: “The City agrees to accept a volume of wood chips and infield mix capped at 1,200 cubic yards and 30 tons, respectively. If the City needs amounts above and beyond these thresholds, Merchants has agreed to install said materials purchased separately by the City.”

Section 4. “Exhibit B Master Pricing Sheet of the Original Agreement is hereby amended and restated by Exhibit B-1 Master Pricing Sheet attached to this Amendment.”

Section 5. Except as specifically amended by this Amendment No. 7, all other provisions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 7 on the day and year first shown above.

City:

Contractor:

City of Manhattan Beach,
a California municipal corporation

Merchants Landscape Services, Inc.,
a California corporation

DocuSigned by:
By: Bruce Moe, City Manager 6/19/2024
Name: Bruce Moe
Title: City Manager

DocuSigned by:
By: Patrick Healy 5/30/2024
Name: Patrick Healy
Title: Regional Manager

ATTEST:

DocuSigned by:
By: Mark Bower 5/30/2024
Name: Mark Brower
Title: President

DocuSigned by:
By: Martha Alvarez 6/20/2024
Name: ~~Eiza Tamura~~ Martha Alvarez
Title: ~~City Clerk~~ Acting City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn M. Barrow, City Attorney 5/30/2024
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Steve S. Charelian, Finance Director 5/30/2024
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Erick Lee 5/30/2024
Name: Erick Lee
Title: Public Works Director

EXHIBIT A
PART II – TECHNICAL SPECIFICATIONS

PARKS, SCHOOL FIELDS, DOWNTOWN STREETScape, PARKING LOTS, MEDIANS, PUBLIC PLAZA (CITY HALL, PUBLIC SAFETY FACILITY, METLOX), AND PIER AREA

Sections 8, 13, and 18 are hereby amended to include the following language:

“The City agrees to accept a volume of wood chips and infield mix capped at 1,200 cubic yards and 30 tons, respectively. If the City needs amounts above and beyond these thresholds, Merchants has agreed to install said materials purchased separately by the City.”

Master Pricing Sheet – 2024/2025

	Location:	Unit Pricing:	Annual Pricing:
1	Marine Ave Park - 1625 Marine Ave	\$2,327.00	\$27,924.00
2	Marine Sports Complex - 1801 Marine Ave	\$2,674.00	\$32,088.00
3	Sand Dune Park - 33rd St @ Bell Ave	\$630.30	\$7,563.60
4	Public Works Yard - 3621 Bell Ave	\$474.90	\$5,698.80
5	8th Street Parkette - 1746 8th St	\$277.50	\$3,330.00
6	Well 11A- MBB @ Green Ln (in Redondo Beach)	\$249.70	\$2,996.40
7	Well 13- 6th @ Aviation	\$249.70	\$2,996.40
8	Well 15- MBB @ Vail (in Redondo Beach)	\$218.90	\$2,626.80
9	26th St - Vista Dr to Grandview Ave	\$320.20	\$3,842.40
10	Grandview Elementary School - 455 24th St	\$446.20	\$5,354.40
11	Pacific Field-1214 Pacific Ave	\$479.10	\$5,749.20
12	Center Field- Poinsettia @ 19th St	\$732.10	\$8,785.20
13	Liberty Parkway N/E corner MBB@ Redondo	\$463.00	\$5,556.00
14	Manhattan Beach Arts Center - 1560 Manhattan Beach Blvd	\$465.00	\$5,580.00
15	Manhattan Heights Community Center - 1600 MBB	\$247.60	\$2,971.20
16	Polliwog Park - 1601 Manhattan Beach Blvd	\$5,250.00	\$63,000.00
17	Begg Field - 1431 15th St	\$746.00	\$8,952.00
18	Manhattan Beach Middle School – 1501 N. Redondo Ave	\$741.00	\$8,892.00
19	Mira Costa High School – 1401 Artesia Blvd	\$2,500.00	\$30,000.00
20	Drainage Swale	\$179.00	\$2,148.00
21	Block 35 Reservoir -1431 6th St	\$368.50	\$4,422.00
22	Bryant Sump- Bryant @ Meadows Ave	\$261.40	\$3,136.80
23	Voorhees Lift Station- Voorhees Ave @ Rowell	\$230.80	\$2,769.60
24	Pennekamp School - 110 S Rowell Ave	\$486.80	\$5,841.60
25	Lot 4- 3714 Highland Ave	\$221.70	\$2,660.40
26	Bruce's Beach- 2601 Highland Ave	\$557.50	\$6,690.00
27	Lot 65C- 115 26th St	\$638.70	\$7,664.40
28	Par Course- Strand btwn 26th St and 27th St	\$200.00	\$2,400.00
29	Larsson St Parkette - 211 Larsson St	\$432.00	\$5,184.00
30	Robinson School- 80 Morningside Drive	\$755.00	\$9,060.00
31	Meadows Elementary School - 1200 N Meadows Ave	\$699.00	\$8,388.00
32	Pedestrian Walkways M1	\$222.00	\$2,664.00
33	The Strand M2	\$236.00	\$2,832.00
34	Martyrs Sump- Laurel @ 15th St	\$222.00	\$2,664.00
35	Aviation Sump - 601 Aviation Way	\$374.00	\$4,488.00
36	Marriott Sump Pumps- Parkview Ave E/O Parkway	\$210.00	\$2,520.00
37	Peck Reservoir - 1800 N Peck Ave	\$346.00	\$4,152.00
38	Village Soccer Field- 1300 Parkview Avenue	\$0.00	\$0.00

Master Pricing Sheet – 2024/2025

	Location:	Unit Pricing:	Annual Pricing:
39	Fire Station 2 - 1400 Manhattan Beach Blvd	\$356.00	\$4,272.00
40	Live Oak Park & Dorsey Field-1901 N Valley Dr / 21st & Valley Median	\$4,250.00	\$51,000.00
41	Joslyn Center - 1601 N Valley Dr & Post Annex - 425 15th St	\$447.00	\$5,364.00
42	Rosecrans Ave Medians-	\$665.00	\$7,980.00
43	Marine Ave Medians-	\$786.00	\$9,432.00
44	Manhattan Beach Blvd Medians-	\$876.00	\$10,512.00
45	Artesia Blvd Medians-	\$883.00	\$10,596.00
46	Sepulveda Blvd Medians-	\$1,491.78	\$17,901.36
47	Duncan Dr Medians- Duncan E/O Kuhn Dr.	\$474.00	\$5,688.00
48	Veterans Parkway-	\$8,000.00	\$96,000.00
49	Pier Lots North & South- 00 MBB	\$324.00	\$3,888.00
50	Lot 1- 10th @ Bayview	\$187.00	\$2,244.00
51	Lot 2- 12th @ Bayview	\$187.00	\$2,244.00
52	Lot 3-1155 Morningside Dr	\$187.00	\$2,244.00
53	Lot 6- 1321 Highland Av	\$187.00	\$2,244.00
54	Lot 7- 1104 N Valley Dr	\$388.00	\$4,656.00
55	Lot 8- 1145 N Valley Dr	\$501.00	\$6,012.00
56	Pacific Triangle - Ardmore Ave & Pacific Ave	\$310.00	\$3,720.00
57	Dead End - 30th & Sepulveda Blvd	\$190.00	\$2,280.00
58	El Porto Lot- 4500 The Strand	\$305.00	\$3,660.00
59	Downtown Streetscape	\$4,500.00	\$54,000.00
60	Aviation medians and Sound wall	\$568.00	\$6,816.00
61	Baseball & Softball Field Maintenance (February 1st – October 31st)	\$2,500.00	\$30,000.00
62	Annual Veteran's Parkway Chip Replacement	\$1,800.00	\$21,600.00
63	Annual Tot Lot Playground Chip Replacement (7 locations)	\$750.00	\$9,000.00
64	Monthly Tot Lot Rototilling Playground Sandboxes and Chips (7 locations)	\$500.00	\$6,000.00
65	Quarterly Dog run (3 locations) Chip Replacement	\$2,900.00	\$34,800.00
66	Amendment No. 1-Organic Chemical Control (Exhibit A - Section 14a)	\$1,666.66	\$19,999.92
Total		\$62,312.04	\$747,744.48

AMENDMENT NO. 8 TO THE MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND MERCHANTS
LANDSCAPE SERVICES, INC.

This Eighth Amendment ("Amendment No. 8") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City"), and Merchant's Landscape Services, Inc., a California corporation ("Contractor") (collectively, the "Parties"), is hereby made effective as of the date of the last authorized representative signature below ("Effective Date").

RECITALS

A. On September 1, 2018, the City and Contractor entered into an agreement for maintenance services for the Contractor to provide landscape maintenance services ("Original Agreement").

B. On July 1, 2019, the City and Contractor entered into Amendment No. 1 ("Amendment No. 1") to increase the Maximum Compensation and amend Exhibit A. On July 1, 2020, the City and Contractor entered into Amendment No. 2 ("Amendment No. 2") to amend Exhibit A. On September 1, 2020, the City and Contractor entered into Amendment No. 3 ("Amendment No. 3") to decrease the Maximum Compensation and replace Exhibit B. On May 17, 2021, the City and Contractor entered into Amendment No. 4 ("Amendment No. 4") to increase the Maximum Compensation and amend Exhibit A. On April 5, 2022, the City and Contractor entered into Amendment No. 5 ("Amendment No. 5") to increase the Maximum Compensation. On June 6, 2023, the City and Contractor entered into Amendment No. 6 ("Amendment No. 6") to extend the term, increase the Maximum Compensation, and amend Exhibit A. On June 19, 2024, the City and Contractor entered into Amendment No. 7 ("Amendment No. 7") to increase the Maximum Compensation and extend the term.

C. The Original Agreement as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, and Amendment No. 7 is hereinafter referred to as the "Agreement."

D. The Parties now desire to amend the Agreement to increase the contingency for unforeseen services or emergencies.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 7.A of the Agreement is hereby amended to increase the contingency amount by \$ 74,900, for a new Maximum Contingency amount of \$131,900. In no event shall the Contractor's regular monthly fee exceed \$62,312.04. The total annual compensation paid to the Contractor shall not exceed \$879,644.48.

Approved for use 5/1/24

Section 2. Except as specifically amended by this Amendment No. 8, all other provisions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 8 on the day and year first shown above.

City:

Consultant:

City of Manhattan Beach,
a California municipal corporation

Merchants Landscape Services, Inc.,
a California corporation

Signed by:
By: Talyn Mirzakhanian, City Manager
Name: Talyn Mirzakhanian
Title: City Manager
Date: 2/5/2025

Signed by:
By: Patrick Healy
Name: Patrick Healy
Title: Regional Manager
Date: 1/21/2025

ATTEST:

DocuSigned by:
By: Liza Tamura, City Clerk
Name: Liza Tamura
Title: City Clerk
Date: 2/5/2025

Signed by:
By: Mark Brower
Name: Mark Brower
Title: President
Date: 1/21/2025

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn Barrow, City Attorney
Name: Quinn M. Barrow
Title: City Attorney
Date: 2/5/2025

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Onyx Jones, Interim Finance Director
Name: Onyx Jones
Title: Interim Finance Director
Date: 2/5/2025

APPROVED AS TO CONTENT:

DocuSigned by:
By: Erick Lee
Name: Erick Lee
Title: Public Works Director
Date: 1/21/2025

AMENDMENT NO. 9 TO THE MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND MERCHANTS
LANDSCAPE SERVICES, INC.

This Ninth Amendment ("Amendment No. 9") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City"), and Merchant's Landscape Services, Inc., a California corporation ("Contractor") (collectively, the "Parties"), is hereby made effective on September 1, 2025 ("Effective Date").

RECITALS

A. On September 1, 2018, the City and Contractor entered into an agreement for maintenance services for the Contractor to provide landscape maintenance services ("Original Agreement").

B. On July 1, 2019, the City and Contractor entered into Amendment No. 1 ("Amendment No. 1") to increase the Maximum Compensation and amend Exhibit A. On July 1, 2020, the City and Contractor entered into Amendment No. 2 ("Amendment No. 2") to amend Exhibit A. On September 1, 2020, the City and Contractor entered into Amendment No. 3 ("Amendment No. 3") to decrease the Maximum Compensation and replace Exhibit B. On May 17, 2021, the City and Contractor entered into Amendment No. 4 ("Amendment No. 4") to increase the Maximum Compensation and amend Exhibit A. On April 5, 2022, the City and Contractor entered into Amendment No. 5 ("Amendment No. 5") to increase the Maximum Compensation. On June 6, 2023, the City and Contractor entered into Amendment No. 6 ("Amendment No. 6") to extend the term, increase the Maximum Compensation, and amend Exhibit A. On June 19, 2024, the City and Contractor entered into Amendment No. 7 ("Amendment No. 7") to increase the Maximum Compensation and extend the term. On February 5, 2025, the City and Contractor entered into Amendment No. 8 ("Amendment No. 8") to increase the annual compensation and the contingency amounts.

C. The Original Agreement as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, and Amendment No. 8, is hereinafter referred to as the "Agreement."

D. The Parties now desire to amend the Agreement to increase the maximum compensation and extend the term.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 3 of the Agreement is hereby amended to extend the term of the Agreement through August 31, 2026, unless sooner terminated as provided in Section 12 of the Agreement.

Approved for use 5/1/24

Section 2. Section 7.A of the Agreement is hereby amended to increase the Contractor's monthly fee to \$ 64,130.80, for a new annual cost of \$769,569.60, in accordance with the prices submitted in Exhibit B-2. The contingency amount of \$131,900 shall remain available for unforeseen and emergency services. The total annual compensation paid to the Contractor shall not exceed \$ 901,469.60.

Section 3. Exhibit B of the Agreement is hereby amended and restated by Exhibit B-2, Approved Fee Schedule, attached to this Amendment No. 9.

Section 4. Except as specifically amended by this Amendment No. 9, all other provisions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 9 on the day and year first shown above.

City:

Consultant:

City of Manhattan Beach,
a California municipal corporation

Merchants Landscape Services, Inc.,
a California corporation

Signed by:
By: Talyn Mirzakhanian
Name: Talyn Mirzakhanian
Title: City Manager
Date: 7/16/2025

Signed by:
By: Patrick Healy
Name: Patrick Healy
Title: Regional Manager
Date: 5/7/2025

ATTEST:

DocuSigned by:
By: Liza Tamura, City Clerk
Name: Liza Tamura
Title: City Clerk
Date: 7/16/2025

Signed by:
By: Mark Brower
Name: Mark Brower
Title: President
Date: 5/7/2025

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn M. Barrow, City Attorney
Name: Quinn M. Barrow
Title: City Attorney
Date: 5/15/2025

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Libby Bretthauer
Name: Libby Bretthauer
Title: Acting Finance Director
Date: 5/15/2025

APPROVED AS TO CONTENT:

DocuSigned by:
By: Erick Lee
Name: Erick Lee
Title: Public Works Director
Date: 5/7/2025

EXHIBIT B-2
APPROVED FEE SCHEDULE

Location:	Monthly Hours:	Unit Pricing:	Annual Pricing:
Marine Ave Park - 1625 Marine Ave		\$2,397.00	\$28,764.00
Marine Sports Complex - 1801 Marine Ave		\$2,754.00	\$33,048.00
Sand Dune Park - 33rd St @ Bell Ave		\$649.21	\$7,790.52
Public Works Yard - 3621 Bell Ave		\$489.14	\$5,869.68
8th Street Parkette - 1746 8th St		\$285.82	\$3,429.84
Well 11A- MBB @ Green Ln (in Redondo Beach)		\$257.19	\$3,086.28
Well 13- 6th @ Aviation		\$257.19	\$3,086.28
Well 15- MBB @ Vail (in Redondo Beach)		\$225.46	\$2,705.52
26th St - Vista Dr to Grandview Ave		\$329.80	\$3,957.60
Grandview Elementary School - 455 24th St		\$459.58	\$5,514.96
Pacific Field-1214 Pacific Avenue		\$493.47	\$5,921.64
Center Field- Poinsettia @ 19th St		\$754.06	\$9,048.72
Liberty Parkway N/E corner MBB@ Redondo		\$476.89	\$5,722.68
Manhattan Beach Arts Center - 1560 Manhattan Beach Blvd		\$478.95	\$5,747.40
Manhattan Heights Community Center - 1600 MBB		\$255.02	\$3,060.24
Polliwog Park - 1601 Manhattan Beach Blvd		\$5,407.00	\$64,884.00
Begg Field - 1431 15th St		\$768.38	\$9,220.56
Manhattan Beach Middle School – 1501 N. Redondo Ave		\$763.23	\$9,158.76
Mira Costa High School – 1401 Artesia Blvd.		\$2,575.00	\$30,900.00
Drainage Swale		\$184.37	\$2,212.44
Block 35 Reservoir -1431 6th St		\$379.55	\$4,554.60
Bryant Sump- Bryant @ Meadows Ave.		\$269.24	\$3,230.88
Voorhees Lift Station- Voorhees Ave @ Rowell		\$237.72	\$2,852.64
Pennekamp School - 110 S Rowell Ave		\$501.40	\$6,016.80
Lot 4- 3714 Highland Av		\$228.35	\$2,740.20
Bruce's Beach- 2601 Highland Av		\$574.22	\$6,890.64
Lot 65C- 115 26th St		\$657.86	\$7,894.32
Par Course- Strand btwn 26th St and 27th St		\$206.00	\$2,472.00
Larsson St Parkette - 211 Larsson St		\$444.96	\$5,339.52
Robinson School- 80 Morningside Drive		\$777.65	\$9,331.80
Meadows Elementary School - 1200 N Meadows Ave		\$719.97	\$8,639.64
Pedestrian Walkways M1		\$228.66	\$2,743.92
The Strand M2		\$243.08	\$2,916.96
Martyrs Sump- Laurel @ 15th St		\$228.66	\$2,743.92
Aviation Sump - 601 Aviation Way		\$385.22	\$4,622.64
Marriott Sump Pumps- Parkview Ave E/O Parkway		\$216.30	\$2,595.60
Peck Reservoir - 1800 N Peck Ave		\$356.38	\$4,276.56
Village Soccer Field- 1300 Parkview Avenue		\$0.00	\$0.00
Fire Station 2 - 1400 Manhattan Beach Blvd		\$366.68	\$4,400.16
Live Oak Park & Dorsey Field-1901 N Valley Dr / 21st & Valley Median		\$4,377.50	\$52,530.00
Joslyn Center - 1601 N Valley Dr & Post Annex - 425 15th St		\$460.41	\$5,524.92
Rosecrans Ave Medians-		\$684.95	\$8,219.40
Marine Ave Medians-		\$809.58	\$9,714.96
Manhattan Beach Blvd Medians-		\$902.28	\$10,827.36
Artesia Blvd Medians-		\$909.49	\$10,913.88
Sepulveda Blvd Medians-		\$1,536.53	\$18,438.36
Duncan Dr Medians- Duncan E/O Kuhn Dr.		\$488.22	\$5,858.64
Veterans Parkway-		\$8,240.00	\$98,880.00
Pier Lots North & South- 00 MBB		\$333.72	\$4,004.64
Lot 1- 10th @ Bayview		\$192.61	\$2,311.32
Lot 2- 12th @ Bayview		\$192.61	\$2,311.32
Lot 3-1155 Morningside Dr		\$192.61	\$2,311.32
Lot 6- 1321 Highland Av		\$192.61	\$2,311.32
Lot 7- 1104 N Valley Dr		\$399.64	\$4,795.68
Lot 8- 1145 N Valley Dr		\$516.03	\$6,192.36
Pacific Triangle - Ardmore Ave & Pacific Ave		\$319.30	\$3,831.60
Dead End - 30th & Sepulveda Blvd		\$195.70	\$2,348.40
El Porto Lot- 4500 The Strand		\$314.15	\$3,769.80
Downtown Streetscape		\$4,635.00	\$55,620.00
Aviation medians and Sound wall		\$585.04	\$7,020.48
Baseball & Softball Field Maintenance (February 1st – October 31st)		\$2,575.00	\$30,900.00
Annual Veteran’s Parkway Chip Replacement		\$1,854.00	\$22,248.00
Annual Tot Lot Playground Chip Replacement (7 locations)		\$772.50	\$9,279.00
Monthly Tot Lot Rototilling Playground Sandboxes and Chips (7 locations)		\$515.00	\$6,180.00
Quarterly Dog run (3 locations) Chip Replacement		\$2,987.00	\$35,844.00
Amendment No. 1		\$1,666.66	\$19,990.92
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
60 additional yards of infield mix 1xper year. Baseball & Softball fields, City to pay for.			
150 additional yards of woodchips for tot lots. City to pay for.			
200 additional yards of woodchips for the Dog runs. City to pay for.			
Total		\$64,130.80	\$769,569.60