

**AMENDMENT NUMBER TWO  
TO CONTRACT NUMBER MA-012-22010183  
WITH MERCHANTS LANDSCAPE SERVICES, INC.  
FOR LANDSCAPE MAINTENANCE SERVICES**

**THIS** Amendment to Contract MA-012-22010183 (“Amendment”) is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California on behalf of OC Community Resources, OC Parks (“County”) and Merchants Landscape Services, Inc. (“Contractor”), a California Stock Corporation, with a place of business at 1510 S. Lyon St., Santa Ana, CA 92705-4613, with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties”.

**RECITALS**

WHEREAS, County and Contractor entered into Contract Number MA-012-22010183 (“Contract”) for Landscape Maintenance Services, commencing on November 1, 2021, through and including October 31, 2024, in an amount not to exceed \$2,549,800.00 annually; \$7,649,400.00 cumulative; and

WHEREAS, County and Contractor executed Amendment No. 1 to increase and amend Attachments A, B, and C and Exhibit 12; and,

WHEREAS, the Parties now desire to renew the Contract for two (2) years effective November 1, 2024 through October 31, 2026, with a new Total Contract Not to Exceed Amount of \$13,505,964.92; and,

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TO CONTRACT ARTICLES**

1. Article 2 of the Additional Terms and Conditions of the Contract shall be amended to read in its entirety as follows:
  2. **Term of Contract:** Contract shall commence on November 1, 2021, through October 31, 2024, and upon execution of all necessary signatures, whichever occurs later, unless otherwise terminated by the County. Contract shall be renewed for two (2) years effective November 1, 2024 through October 31, 2026, unless otherwise terminated as provided herein.
2. Article 12 of the Additional Terms and Conditions of the Contract shall be amended to read in their entirety as follows:
  12. **Cooperative Contract:** This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the “Cooperative Program”). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into

pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to “indemnify, defend with counsel approved in writing by the County of Orange, California (“County”), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided” under the agreement.. Failure to so include this clause voids the Contract’s extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

3. Attachment B, Article 2: shall be amended to read in its entirety as follows:
  2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract.

**TOTAL CONTRACT NOT TO EXCEED AMOUNT: \$13,505,964.92**

4. Attachment C, Cost Proposal, shall be amended to read in its entirety as follows:

**ATTACHMENT C**  
**COST PROPOSAL**

**I. Extra Work/Non-Routine**

All Extra Work labor and equipment costs shall be as follows below. Material costs shall be quoted separately at the time of an Extra work request with official quotes from the appropriate supplier. Final receipts shall be submitted for reimbursement of material purchases.

<b>Item #</b>	<b>Task Description</b>	<b>Task Required Inputs</b>	<b>Cost per area</b>	<b>Cost per qty</b>	<b>Total</b>
1.	Turfgrass Maintenance - Mowing and Mechanical Edging	Labor, Equipment	Cost per acre	N/A	<b>\$41.00</b>
2.	Turfgrass Maintenance - Aerate	Labor, Equipment	Cost per acre	N/A	<b>\$35.88</b>
3.	Turfgrass Maintenance - Verti-cutting	Labor, Equipment Disposal	Cost per acre	N/A	<b>\$117.88</b>
4.	Turfgrass Maintenance - Fertilize 11b N/1000ft2	Labor, Equipment (no material)	Cost per acre	N/A	<b>\$225.50</b>
5.	Landscape Maintenance - Mulch	Labor, Equipment Material	N/A	Cost per CY	<b>\$46.13</b>
6.	Turfgrass Health Care treatment	Labor, Equipment (no material)	N/A	Qty varies	N/A
7.	Plant Health Care treatment	Labor, Equipment (no material)	N/A	Qty varies	N/A
8.	Supplemental Pre-Emergent chemical weed control	Labor, Equipment (no material)	Cost per acre	N/A	<b>\$384.38</b>
9.	Supplemental Post emergent chemical weed control	Labor, Equipment, (no material)	Cost per acre	N/A	<b>\$333.13</b>
10.	Non-Routine Irrigation System Repairs and Renovation: for maintenance and renovation activities not listed in the "Irrigation System Maintenance Requirements – Routine"	Labor	N/A	Cost per hour	<b>\$46.13</b>
11.	General labor i.e.: trash pickup, general cleaning, mechanical weeding, plant and tree planting, storm cleanup, etc.	Labor	N/A	Cost per hour	<b>\$33.83</b>
12.	General labor i.e.: trash pickup, general cleaning mechanical weeding, plant and tree planting, storm cleanup, etc. ( <i>Outside Normal Park Operating Hours</i> )	Labor	N/A	Cost per hour	<b>\$51.25</b>

**II. Routine Work - Irvine Regional Park**

<b>Item #</b>	<b>Description</b>	<b>Frequency</b>	<b>One-time Cost</b>	<b>Annual Cost</b>
1.	Turfgrass Maintenance - Mowing and Mechanical Edging	Weekly	\$6,441.10	\$51,528.80
2.	Turfgrass Maintenance - Mowing and Mechanical Edging	Biweekly	\$3,220.55	\$12,882.00
3.	Turfgrass Maintenance - Aerate	Once per year	\$1,845.00	\$1,845.00
4.	Turfgrass Maintenance - De-thatch	Once per year	\$6,918.75	\$6,918.75
5.	Irrigation Maintenance - System Visual Inspection	Daily	\$6,150.00	\$73,800.00
6.	Irrigation Maintenance - Individual Zone Audit	Weekly	\$3,331.25	\$39,975.00
7.	Irrigation Maintenance - Schedule Adjustments	Weekly	\$3,331.25	\$39,975.00
8.	Irrigation Maintenance - Critical Component Inspection	Once per year	\$512.50	\$512.50
9.	Irrigation Maintenance Gate Valve Exercising	Once per year	\$307.50	\$307.50
10.	Facility Maintenance - General Amenity Care - (Excluding lake cleaning & night trash inspection/pickup)	See SOW	\$5,234.68	\$62,816.10
11.	Facility Maintenance- General Amenity Care- *Night trash inspection/pickup 9:00pm 12:00AM Saturday/Sunday night Mid March – Mid November only	Weekends/Seasonal	\$667.28	\$5,338.20
12.	Facility Maintenance – General Amenity Care- *Lake edge trash inspection/cleanup only	Weekly	\$615.00	\$7,380.00
13.	Facility Maintenance - Play Surfaces, Walkways, Roadways	See SOW	\$3,628.50	\$43,542.00
14.	Landscape Maintenance - Landscape Plant/Planter Care	Daily	\$2,225.28	\$26,703.30
15.	Landscape Maintenance - Weed spraying	Every 60 days	\$153.75	\$922.50
16.	Landscape Maintenance - Mulch	See SOW	\$656.00	\$656.00

**III. Routine Work – Mile Square Regional Park**

<b>Item #</b>	<b>Description</b>	<b>Frequency</b>	<b>One-time Cost</b>	<b>Annual Cost</b>
1.	Turfgrass Maintenance - Mowing and Mechanical Edging	Weekly	\$11,685.00	\$93,480.00
2.	Turfgrass Maintenance - Mowing and Mechanical Edging	Biweekly	\$5,842.50	\$23,370.00
3.	Turfgrass Maintenance - Aerate	Once per year	\$2,360.00	\$2,419.00
4.	Turfgrass Maintenance - De-thatch	Once per year	\$9,9071.25	\$9,071.25
5.	Irrigation Maintenance - System Visual Inspection	Daily	\$6,150.00	\$73,800.00
6.	Irrigation Maintenance - Individual Zone Audit	Weekly	\$3,331.25	\$39,975.00
7.	Irrigation Maintenance - Schedule Adjustments	Weekly	\$3,331.25	\$39,975.00
8.	Irrigation Maintenance - Critical Component Inspection	Once per year	\$820.00	\$820.00
9.	Irrigation Maintenance Gate Valve Exercising	Once per year	\$410.00	\$410.00
10.	Facility Maintenance - General Amenity Care (excluding lake cleaning)	See SOW	\$13,345.20	\$160,146.00
11.	Facility Maintenance- General Amenity Care- *Lake edge trash inspection/cleanup only	Weekly	\$820.00	\$9,840.00
12.	Facility Maintenance - Play Surfaces, Walkways, Roadways	See SOW	\$8,893.93	\$106,727.10
13.	Landscape Maintenance - Landscape Plant/Planter Care	Daily	\$3,854.00	\$46,248.00
14.	Landscape Maintenance - Weed spraying	Every 60 days	\$350.00	\$2,100.00
15.	Landscape Maintenance - Mulch	See SOW	\$666.25	\$666.25
16.	Landscape Maintenance - Baseball/ Softball infield care (6 fields)	Weekly	\$738.00	\$8,856.00

**IV. Routine Work – 93 Acres Addition to Mile Square Regional Park**

<b>Item #</b>	<b>Description</b>	<b>Frequency</b>	<b>One-time Cost</b>	<b>Annual Cost</b>
1.	Turfgrass Maintenance - Mowing and Mechanical Edging	Weekly	\$6,580.21	\$52,641.70
2.	Turfgrass Maintenance - Mowing and Mechanical Edging	Biweekly	\$3,290.11	\$13,160.43
3.	Turfgrass Maintenance - Aerate	Once per year	\$1,385.31	\$1,385.31
4.	Turfgrass Maintenance - De-thatch	Once per year	\$5,194.91	\$5,194.91
5.	Irrigation Maintenance - System Visual Inspection	Daily	\$3,203.13	\$38,437.50
6.	Irrigation Maintenance - Individual Zone Audit	Weekly	\$1,691.25	\$20,295.00
7.	Irrigation Maintenance - Schedule Adjustments	Weekly	\$1,691.25	\$20,295.00
8.	Irrigation Maintenance - Critical Component Inspection	Once per year	\$615.00	\$615.00
9.	Irrigation Maintenance Gate Valve Exercising	Once per year	\$307.50	\$307.50
10.	Facility Maintenance - General Amenity Care (excluding lake cleaning)	See SOW	\$3,228.75	\$38,745.00
11.	Facility Maintenance- General Amenity Care- *Lake edge trash inspection/cleanup only	Weekly	\$1,148.00	\$13,776.00
12.	Facility Maintenance - Play Surfaces, Walkways, Roadways	See SOW	\$2,159.55	\$25,914.62
13.	Landscape Maintenance - Landscape Plant/Planter Care	N/A	N/A	N/A
14.	Landscape Maintenance - Weed spraying	Every 60 days	\$333.13	\$1,998.75
15.	Landscape Maintenance - Mulch	See SOW	N/A	N/A
16.	Landscape Maintenance - Baseball/ Softball infield care (6 fields)	Weekly	N/A	N/A

**V. Routine Work -Yorba Regional Park**

<b>Item #</b>	<b>Description</b>	<b>Frequency</b>	<b>One-time Cost</b>	<b>Annual Cost</b>
1.	Turfgrass Maintenance - Mowing and Mechanical Edging	Weekly	\$8,471.63	\$67,773.00
2.	Turfgrass Maintenance - Mowing and Mechanical Edging	Biweekly	\$4,100.00	\$16,400.00
3.	Turfgrass Maintenance - Aerate	Once per year	\$1,640.00	\$1,640.00
4.	Turfgrass Maintenance - De-thatch	Once per year	\$6,150.00	\$6,150.00
5.	Irrigation Maintenance - System Visual Inspection	Daily	\$6,150.00	\$73,800.00
6.	Irrigation Maintenance - Individual Zone Audit	Weekly	\$3,331.25	\$39,975.00
7.	Irrigation Maintenance - Schedule Adjustments	Weekly	\$3,331.25	\$39,975.00
8.	Irrigation Maintenance - Critical Component Inspection	Once per year	\$717.50	\$717.50
9.	Irrigation Maintenance Gate Valve Exercising	Once per year	\$333.13	\$313.33
10.	Facility Maintenance - General Amenity Care (excluding lake cleaning)	See SOW	\$8,151.83	\$97,821.90
11.	Facility Maintenance- General Amenity Care- *Lake edge trash inspection/cleanup	Weekly	\$820.00	\$9,840.00
12.	Facility Maintenance - Play Surfaces, Walkways, Roadways	See SOW	\$5,432.50	\$65,190.00
13.	Landscape Maintenance - Landscape Plant/Planter Care	Daily	\$2,658.85	\$31,906.20
14.	Landscape Maintenance - Weed spraying	Every 60 days	\$307.50	\$1,845.00
15.	Landscape Maintenance - Mulch	See SOW	\$666.25	\$666.25

**VI. Routine Work – Mason Regional Park**

<b>Item #</b>	<b>Description</b>	<b>Frequency</b>	<b>One-time Cost</b>	<b>Annual Cost</b>
1.	Turfgrass Maintenance - Mowing and Mechanical Edging	Weekly	\$4,9332.30	\$39,458.40
2.	Turfgrass Maintenance - Mowing and Mechanical Edging	Biweekly	\$2,460.00	\$9,840.00

Item #	Description	Frequency	One-time Cost	Annual Cost
3.	Turfgrass Maintenance - Aerate	Once per year	\$1,373.50	\$1,373.50
4.	Turfgrass Maintenance - De-thatch	Once per year	\$5,150.63	\$5,150.23
5.	Irrigation Maintenance - System Visual Inspection	Daily	\$3,485.00	\$41,820.00
6.	Irrigation Maintenance - Individual Zone Audit	Weekly	\$1,742.50	\$20,910.00
7.	Irrigation Maintenance - Schedule Adjustments	Weekly	\$1,742.50	\$20,910.00
8.	Irrigation Maintenance - Critical Component Inspection	Once per year	\$410.00	\$410.00
9.	Irrigation Maintenance Gate Valve Exercising	Once per year	\$281.88	\$281.88
10.	Facility Maintenance - General Amenity Care (excluding lake cleaning)	See SOW	\$4,187.13	\$50,245.50
11.	Facility Maintenance- General Amenity Care- *Lake edge trash inspection/cleanup	Weekly	\$410.00	\$4,920.00
12.	Facility Maintenance - Play Surfaces, Walkways, Roadways	See SOW	\$2,624.00	\$31,488.00
13.	Landscape Maintenance - Landscape Plant/Planter Care	Daily	\$1,537.50	\$18,450.00
14.	Landscape Maintenance - Weed spraying	Every 60 days	\$128.13	\$768.75
15.	Landscape Maintenance - Mulch	See SOW	\$410.00	\$410.00

## VII. Routine Work – Laguna Niguel Regional Park

Item #	Description	Frequency	One-time Cost	Annual Cost
1.	Turfgrass Maintenance - Mowing and Mechanical Edging	Weekly	\$6,345.78	\$50,766.20
2.	Turfgrass Maintenance - Mowing and Mechanical Edging	Biweekly	\$3,075.00	\$12,300.00
3.	Turfgrass Maintenance - Aerate	Once per year	\$6,601.00	\$6,601.00
4.	Turfgrass Maintenance - De-thatch	Once per year	\$1,886.60	\$1,886.60
5.	Irrigation Maintenance – System Visual Inspection	Daily	\$6,150.00	\$73,800.00



Item #	Description	Frequency	One-time Cost	Annual Cost
6.	Irrigation Maintenance - Individual Zone Audit	Weekly	\$3,331.25	\$39,975.00
7.	Irrigation Maintenance - Schedule Adjustments	Weekly	\$3,331.25	\$39,975.00
8.	Irrigation Maintenance - Critical Component Inspection	Once per year	\$512.50	\$512.50
9.	Irrigation Maintenance Gate Valve Exercising	Once per year	\$307.50	\$307.50
10.	Facility Maintenance - General Amenity Care (excluding lake cleaning)	See SOW	\$6,625.60	\$79,507.20
11.	Facility Maintenance- General Amenity Care- *Lake edge trash inspection/cleanup	Weekly	\$563.75	\$6,765.00
12.	Facility Maintenance - Play Surfaces, Walkways, Roadways	See SOW	\$4,407.50	\$52,890.00
13.	Landscape Maintenance - Landscape Plant/Planter Care	Daily	\$2,050.00	\$24,600.00
14.	Landscape Maintenance - Weed spraying	Every 60 days	\$143.50	\$861.00
15.	Landscape Maintenance - Mulch	See SOW	\$410.00	\$410.00

#### VIII. Routine Work – Haster Basin Recreational Park

Item #	Description	Frequency	One-time Cost	Annual Cost
1.	Turfgrass Maintenance - Mowing and Mechanical Edging	Weekly	\$307.50	\$2,460.00
2.	Turfgrass Maintenance - Mowing and Mechanical Edging	Biweekly	\$153.75	\$615.00
3.	Turfgrass Maintenance - Aerate	Once per year	\$61.50	\$61.50
4.	Turfgrass Maintenance - De-thatch	Once per year	\$153.75	\$153.75
5.	Irrigation Maintenance - System Visual Inspection	Daily	\$102.50	\$1230.00
6.	Irrigation Maintenance - Individual Zone Audit	Weekly	\$25.63	\$307.50
7.	Irrigation Maintenance - Schedule Adjustments	Weekly	\$25.63	\$307.50
8.	Irrigation Maintenance - Critical Component Inspection	Once per year	\$76.88	\$76.88


<b>9.</b>	Irrigation Maintenance Gate Valve Exercising	Once per year	<b>\$51.25</b>	<b>\$51.25</b>
<b>10.</b>	Facility Maintenance - General Amenity Care	See SOW	<b>\$128.13</b>	<b>\$1,537.50</b>
<b>11.</b>	Facility Maintenance - Play Surfaces, Walkways, Roadways	See SOW	<b>\$46.13</b>	<b>\$553.50</b>
<b>12.</b>	Landscape Maintenance - Landscape Plant/Planter Care	Daily	<b>\$51.25</b>	<b>\$615.00</b>
<b>13.</b>	Landscape Maintenance - Weed spraying	Every 60 days	<b>\$35.88</b>	<b>\$215.25</b>
<b>14.</b>	Landscape Maintenance - Mulch	See SOW	<b>\$41.00</b>	<b>\$41.00</b>


5. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract on the date first written above.

**MERCHANTS LANDSCAPE SERVICES, INC.\***

DocuSigned by:  <small>3E6FF9AD518D4D6...</small> Signature	Mark Bower <hr/> Name	President <hr/> Title	6/24/2024 <hr/> Date
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DocuSigned by:  <small>8CB4C1B29732425...</small> Signature	Donna Bower <hr/> Name	Secretary <hr/> Title	6/27/2024 <hr/> Date
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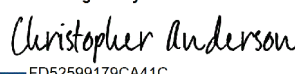
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**COUNTY OF ORANGE, a political subdivision of the State of California**

Signature	Name	Title	Date

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**APPROVED AS TO FORM:**

County Couse'<sup>DocuSigned by:</sup>  
 By  FD52599179CA41C...  
 Deputy  
 Date 7/1/2024

*\* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.  
 The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.  
 In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.  
 The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.*