

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

CONTRACT
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THIS CONTRACT is made and entered, in duplicate, as of August 15, 2018 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on August 14, 2018, by and between PARKWOOD LANDSCAPE MAINTENANCE, INC., a California corporation ("Contractor"), whose address is 16443 Hart Street, Van Nuys, California 91406, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with grounds maintenance services in the City of Long Beach ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals ("RFP"), and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor is willing and able to do so on the terms and conditions in this Contract;

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the parties agree as follows:

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in Specifications No. RFP PR17-022 for Ground Maintenance Services in the City of Long Beach, California, said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents, to the satisfaction of the City Manager or his/her designee.

1 2. PRICE AND PAYMENT. City shall pay to Contractor the amount(s)
2 for work and services identified in Contractor's Bid for Ground Maintenance Services in the
3 City of Long Beach, California, attached hereto as Exhibit "A"; provided, however, that the
4 total compensation to Contractor shall not exceed an annual amount of One Million Thirty-
5 Eight Thousand Five Hundred Ninety-Four Dollars (\$1,038,594) during the term of this
6 Contract.

7 3. CONTRACT DOCUMENTS.

8 A. The Contract Documents include: The Request for Proposals
9 PR17-022 (the "RFP"); Specifications No. RFP PR17-022 (the "Specifications"); the
10 California Code of Regulations; the various Uniform Codes applicable to trades; the
11 prevailing wage rates; the Bid; the bid security; the City of Long Beach
12 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this
13 Contract and all documents attached hereto or referenced herein including but not
14 limited to insurance; Bond for Faithful Performance; any addenda or change orders
15 issued in accordance with the Specifications. These Contract Documents are
16 incorporated herein by the above reference and form a part of this Contract.

17 B. Order of Precedence. If any conflict or inconsistency exists or
18 develops among or between Contract Documents, the following priority shall
19 govern: 1) change orders; 2) this Contract (including any and all amendments
20 hereto); 3) Addenda (which shall include written clarifications, corrections and
21 changes to the bid documents and other types of written notices issued prior to bid
22 opening); 4) the Specifications; 5) the RFP; and 6) Contractor's proposal to the RFP.

23 4. TIME FOR CONTRACT. The term of this Contract shall commence
24 at midnight on September 1, 2018, and shall terminate at 11:59 p.m. on August 31, 2021,
25 unless sooner terminated as provided in the Contract Documents. The parties have the
26 option to extend the term for two (2) one-year periods and a subsequent three-year term
27 with two (2) one-year extension options, for a total aggregate contract term not to exceed
28 ten (10) years, at the discretion of the City Manager.

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5. COORDINATION AND ORGANIZATION.

A. Contractor shall coordinate its performance with City's representative, if any, named in Exhibit "B", attached to this Contract and incorporated by this reference. Contractor shall advise and inform City's representative of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project.

B. The parties acknowledge that a substantial inducement to City for entering this Contract was and is the reputation and skill of Contractor's key employee, named in Exhibit "C" attached to this Contract and incorporated by this reference. City shall have the right to approve any person proposed by Contractor to replace that key employee.

6. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The

acceptance of any work or the payment of any money by City shall not operate as a waiver of any provision of any Contract Document, of any power reserved to City, or of any right to damages or indemnity hereunder. The waiver of any breach or any default hereunder shall not be deemed a waiver of any other or subsequent breach or default.

7. WORKERS' COMPENSATION CERTIFICATION. Concurrently

herewith, Contractor shall submit certification of Workers' Compensation coverage in accordance with California Labor Code Sections 1860 and 3700, a copy of which is attached hereto as Exhibit "D".

8. CLAIMS FOR EXTRA WORK. No claim shall be made at any time

upon City by Contractor for and on account of any extra or additional work performed or materials furnished, unless such extra or additional work or materials shall have been expressly required by the City Manager or his/her designee and the quantities and price thereof shall have been first agreed upon, in writing, by the parties hereto.

9. CLAIMS. Contractor shall, upon completion of the work, deliver

possession thereof to City ready for use and free and discharged from all claims for labor

1 and materials in doing the work and shall assume and be responsible for, and shall protect,
2 defend, indemnify and hold harmless City from and against any and all claims, demands,
3 causes of action, liability, loss, costs or expenses for injuries to or death of persons, or
4 damages to property, including property of City, which arises from or is connected with the
5 performance of the work.

6 10. INDEMNITY.

7 A. Contractor shall indemnify, protect and hold harmless City, its
8 Boards, Commissions, and their officials, employees and agents ("Indemnified
9 Parties"), from and against any and all liability, claims, demands, damage, loss,
10 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
11 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
12 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
13 in part, out of or in connection with (1) Contractor's breach or failure to comply with
14 any of its obligations contained in this Contract, including all applicable federal and
15 state labor requirements including, without limitation, the requirements of California
16 Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or
17 misrepresentations committed by Contractor, its officers, employees, agents,
18 subcontractors, or anyone under Contractor's control, in the performance of work or
19 services under this Contract (collectively "Claims" or individually "Claim").

20 B. In addition to Contractor's duty to indemnify, Contractor shall
21 have a separate and wholly independent duty to defend Indemnified Parties at
22 Contractor's expense by legal counsel approved by City, from and against all
23 Claims, and shall continue this defense until the Claims are resolved, whether by
24 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
25 breach, or the like on the part of Contractor shall be required for the duty to defend
26 to arise. City shall notify Contractor of any Claim, shall tender the defense of the
27 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,
28 in the defense.

1 C. If a court of competent jurisdiction determines that a Claim was
2 caused by the sole negligence or willful misconduct of Indemnified Parties,
3 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the
4 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
5 percentage of willful misconduct attributed by the court to the Indemnified Parties.

6 D. The provisions of this Section shall survive the expiration or
7 termination of this Contract.

8 11. INSURANCE. Prior to commencement of work, and as a condition
9 precedent to the effectiveness of this Contract, Contractor shall provide to City evidence of
10 all insurance required in the Contract Documents.

11 In addition, Contractor shall complete and deliver to City the form
12 ("Information Sheet") attached as Exhibit "E" and incorporated by reference, to comply with
13 Labor Code Section 2810.

14 12. WORK DAY. Contractor shall comply with Sections 1810 through
15 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a
16 penalty to City, the sum of Twenty-Five Dollars (\$25) for each worker employed by
17 Contractor or any subcontractor for each calendar day such worker is required or permitted
18 to work more than eight (8) hours unless that worker receives compensation in accordance
19 with Section 1815.

20 13. PREVAILING WAGE RATES. Contractor is directed to the prevailing
21 wage rates. Contractor shall forfeit, as a penalty to the City, Two Hundred Dollars (\$200)
22 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,
23 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any
24 work done by Contractor, or any subcontractor, under this Contract.

25 14. COORDINATION WITH GOVERNMENTAL REGULATIONS.

26 A. If the work is terminated pursuant to an order of any Federal or
27 State authority, Contractor shall accept as full and complete compensation under
28 this Contract such amount of money as will equal the product of multiplying the

1 Contract price stated herein by the percentage of work completed by Contractor as
2 of the date of such termination, and for which Contractor has not been paid. If the
3 work is so terminated, the Director of the Department of Parks, Recreation and
4 Marine ("Director"), after consultation with Contractor, shall determine the
5 percentage of work completed and the determination of the Director shall be final.

6 B. If Contractor is prevented, in any manner, from strict
7 compliance with the Specifications due to any Federal or State law, rule or
8 regulation, in addition to all other rights and remedies reserved to the parties City
9 may by resolution of the City Council suspend performance hereunder until the
10 cause of disability is removed, extend the time for performance, make changes in
11 the character of the work or materials, or terminate this Contract without liability to
12 either party.

13 15. NOTICES.

14 A. Any notice required hereunder shall be in writing and personally
15 delivered or deposited in the U.S. Postal Service, first class, postage prepaid, to
16 Contractor at the address first stated herein; to the City at 333 West Ocean
17 Boulevard, Long Beach, California 90802, Attn: City Manager; and to the
18 Department of Parks, Recreation and Marine at 2760 Studebaker Road, Long
19 Beach, California 90815, Attn: Contract Management Division. Notice of change of
20 address shall be given in the same manner as stated herein for other notices. Notice
21 shall be deemed given on the date deposited in the mail or on the date personal
22 delivery is made, whichever first occurs.

23 B. Except for claims made under the Labor Code, City will notify
24 Contractor when City receives any third-party claims relating to this Contract in
25 accordance with Section 9201 of the Public Contract Code.

26 16. FAITHFUL PERFORMANCE BOND. Contractor shall, simultaneously
27 with the execution of this Contract, execute and deliver to City a good and sufficient
28 corporate surety bond, in the form attached hereto and in the amount specified therein,

1 conditioned upon the faithful performance of this Contract by Contractor.

2 17. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any
3 of the moneys that may become due Contractor hereunder may be assigned by Contractor
4 without the written consent of City first had and obtained, nor will City recognize any
5 subcontractor as such, and all persons engaged in the work of construction will be
6 considered as independent contractors or agents of Contractor and will be held directly
7 responsible to Contractor.

8 18. CERTIFIED PAYROLL RECORDS.

9 A. Contractor shall keep and shall cause each subcontractor
10 performing any portion of the work under this Contract to keep an accurate payroll
11 record, showing the name, address, social security number, work classification,
12 straight time and overtime hours worked each day and week, and the actual per
13 diem wages paid to each journeyman, apprentice, worker, or other employee
14 employed by Contractor or subcontractor in connection with the work, all in
15 accordance with Division 2, Part 7, Article 2 of the California Labor Code. Such
16 payroll records for Contractor and all subcontractors shall be certified and shall be
17 available for inspection at all reasonable hours at the principal office of Contractor
18 pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure
19 to furnish such records to City in the manner provided herein for notices shall entitle
20 City to withhold the penalty prescribed by law from progress payments due to
21 Contractor.

22 B. Upon completion of the work, Contractor shall submit to the City
23 certified payroll records for Contractor and all subcontractors performing any portion
24 of the work under this Contract. Certified payroll records for Contractor and all
25 subcontractors shall be maintained during the course of the work and shall be kept
26 by Contractor for up to three (3) years after completion of the work.

27 C. The foregoing is in addition to, and not in lieu of, any other
28 requirements or obligations established and imposed by any department of the City

1 with regard to submission and retention of certified payroll records for Contractor
2 and subcontractors.

3 19. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
4 the contrary in the Specifications, Contractor shall have the responsibility, care and custody
5 of the work. If any loss or damage occurs to the work that is not covered by collectible
6 commercial insurance, excluding loss or damage caused by earthquake or flood or the
7 negligence or willful misconduct of City, then Contractor shall immediately make the City
8 whole for any such loss or pay for any damage. If Contractor fails or refuses to make the
9 City whole or pay, then City may do so and the cost and expense of doing so shall be
10 deducted from the amount due Contractor from City hereunder.

11 20. CONTINUATION. Termination or expiration of this Contract shall not
12 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
13 prior to termination or expiration of this Contract.

14 21. TAXES AND TAX REPORTING.

15 A. As required by federal and state law, City is obligated to and
16 will report the payment of compensation to Contractor on Form 1099-Misc.
17 Contractor shall be solely responsible for payment of all federal and state taxes
18 resulting from payments under this Contract. Contractor shall submit Contractor's
19 Employer Identification Number (EIN), or Contractor's Social Security Number if
20 Contractor does not have an EIN, in writing to City's Accounts Payable, Department
21 of Financial Management. Contractor acknowledges and agrees that City has no
22 obligation to pay Contractor until Contractor provides one of these numbers.

23 B. Contractor shall cooperate with City in all matters relating to
24 taxation and the collection of taxes, particularly with respect to the self-accrual of
25 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
26 materials, equipment, supplies, or other tangible personal property totaling over
27 \$100,000 shipped from outside California, a qualified Contractor shall complete and
28 submit to the appropriate governmental entity the form in Appendix "A" attached

1 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or
2 more, Contractor shall obtain a sub-permit from the California Board of Equalization
3 for the Work site. "Qualified" means that the Contractor purchased at least \$500,000
4 in tangible personal property that was subject to sales or use tax in the previous
5 calendar year.

6 C. Contractor shall create and operate a buying company, as
7 defined in State of California Board of Equalization Regulation 1699, subpart (h), in
8 City if Contractor will purchase over \$10,000 in tangible personal property subject
9 to California sales and use tax.

10 D. In completing the form and obtaining the permit(s), Contractor
11 shall use the address of the Work site as its business address and may use any
12 address for its mailing address. Copies of the form and permit(s) shall also be
13 delivered to the Director. The form must be submitted and the permit(s) obtained
14 as soon as Contractor receives a Notice to Proceed. Contractor shall not order any
15 materials or equipment over \$100,000 from vendors outside California until the form
16 is submitted and the permit(s) obtained and, if Contractor does so, it shall be a
17 material breach of this Contract. In addition, Contractor shall make all purchases
18 from the Long Beach sales office of its vendors if those vendors have a Long Beach
19 office and all purchases made by Contractor under this Contract which are subject
20 to use tax of \$500,000 or more shall be allocated to the City of Long Beach.
21 Contractor shall require the same cooperation with City, with regards to subsections
22 B, C and D under this section (including forms and permits), from its subcontractors
23 and any other subcontractors who work directly or indirectly under the overall
24 authority of this Contract.

25 E. Contractor shall not be entitled to and by signing this Contract
26 waives any claim or damages for delay against City if Contractor does not timely
27 submit these forms to the appropriate governmental entity. Contractor may contact
28 the City Controller at (562) 570-6450 for assistance with the form.

1 22. ADVERTISING. Contractor shall not use the name of City, its officials
2 or employees in any advertising or solicitation for business, nor as a reference, without the
3 prior approval of the City Manager or his/her designee.

4 23. AUDIT. City shall have the right at all reasonable times during
5 performance of the work under this Contract and for a period of five (5) years after final
6 completion of the work to examine, audit, inspect, review, extract information from and
7 copy all books, records, accounts and other documents of Contractor relating to this
8 Contract.

9 24. NO PECULIAR RISK. Contractor acknowledges and agrees that the
10 work to be performed hereunder does not constitute a peculiar risk of bodily harm and that
11 no special precautions are required to perform said work.

12 25. THIRD PARTY BENEFICIARY. This Contract is intended by the
13 parties to benefit themselves only and is not in any way intended or designed to or entered
14 for the purpose of creating any benefit or right of any kind for any person or entity that is
15 not a party to this Contract.

16 26. SUBCONTRACTORS. Contractor agrees to and shall bind every
17 subcontractor to the terms of this Contract; provided, however, that nothing herein shall
18 create any obligation on the part of City to pay any subcontractor except in accordance
19 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply
20 with this Section shall be deemed a material breach of this Contract.

21 27. NO DUTY TO INSPECT. No language in this Contract shall create
22 and City shall not have any duty to inspect, correct, warn of or investigate any condition
23 arising from Contractor's work hereunder, or to insure compliance with laws, rules or
24 regulations relating to said work. If City does inspect or investigate, the results thereof
25 shall not be deemed compliance with or a waiver of any requirements of the Contract
26 Documents.

27 28. GOVERNING LAW. This Contract shall be governed by and
28 construed pursuant to the laws of the State of California (except those provisions of

1 California law pertaining to conflicts of laws).

2 29. INTEGRATION. This Contract, including the Contract Documents
3 identified in Section 3 hereof, constitutes the entire understanding between the parties and
4 supersedes all other agreements, oral or written, with respect to the subject matter herein.

5 30. NONDISCRIMINATION. In connection with performance of this
6 Contract and subject to federal laws, rules and regulations, Contractor shall not
7 discriminate in employment or in the performance of this Contract on the basis of race,
8 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV
9 status, handicap or disability. It is the policy of the City to encourage the participation of
10 Disadvantaged, Minority and Women-Owned Business Enterprises, and the City
11 encourages Contractor to use its best efforts to carry out this policy in the award of all
12 subcontracts.

13 31. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
14 accordance with the provisions of the Ordinance, this Contract is subject to the applicable
15 provisions of the Equal Benefits Ordinance ("EBO"), section 2.73 et seq. of the Long Beach
16 Municipal Code, as amended from time to time.

17 A. During the performance of this Contract, the Contractor certifies
18 and represents that the Contractor will comply with the EBO. The Contractor agrees
19 to post the following statement in conspicuous places at its place of business
20 available to employees and applicants for employment:

21 "During the performance of a Contract with the City of Long Beach, the
22 Contractor will provide equal benefits to employees with spouses and its
23 employees with domestic partners. Additional information about the City of
24 Long Beach's Equal Benefits Ordinance may be obtained from the City of
25 Long Beach Business Services Division at 562-570-6200."

26 B. The failure of the Contractor to comply with the EBO will be
27 deemed to be a material breach of the Contract by the City.

28 C. If the Contractor fails to comply with the EBO, the City may

1 cancel, terminate or suspend the Contract, in whole or in part, and monies due or to
2 become due under the Contract may be retained by the City. The City may also
3 pursue any and all other remedies at law or in equity for any breach.

4 D. Failure to comply with the EBO may be used as evidence
5 against the Contractor in actions taken pursuant to the provisions of Long Beach
6 Municipal Code 2.93 et seq., Contractor Responsibility.

7 E. If the City determines that the Contractor has set up or used its
8 contracting entity for the purpose of evading the intent of the EBO, the City may
9 terminate the Contract on behalf of the City. Violation of this provision may be used
10 as evidence against the Contractor in actions taken pursuant to the provisions of
11 Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

12 32. DEFAULT. Default shall include but not be limited to Contractor's
13 failure to perform in accordance with the Specifications, failure to comply with any Contract
14 Document, failure to pay any penalties, fines or charges assessed against Contractor by
15 any public agency, and failure to pay any charges or fees for services performed by the
16 City.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

PARKWOOD LANDSCAPE
MAINTENANCE, INC., a California
corporation

August 27, 2018

By David Melito
Name DAVID MELITO
Title PRESIDENT

August 27, 2018

By David Melito
Name DAVID MELITO
Title SECRETARY

Tom Modica
Assistant City Manager Contractor

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

CITY OF LONG BEACH, a municipal
corporation

8/29/2018

By T. Modica
City Manager

"City"

This Contract is approved as to form on 8/28, 2018.

CHARLES PARKIN, City Attorney

By Charles Parkin
Deputy

Tom Modica
Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT "A"

Contractor's Bid

1. Bidder's Name
2. Bid Amount
3. Bidder's Address
4. Bidder's Phone Number
5. Bidder's Email Address

6. Bidder's Signature
7. Bidder's Title
8. Bidder's Date
9. Bidder's Company Name
10. Bidder's Project Name

**Appendix F
AREA 3**

Exhibit A

PARKS BASE BID

Item No.	Location	Turf (Acre)	Landscape/Hardscape (Acre)	Rate Per Per Month	Rate Per Per Year
1	1st Place Mini Park	0.00	0.16	\$ 53.67	\$ 644.04
2	2nd Place Mini Park	0.00	0.13	\$ 43.60	\$ 523.20
3	3rd Place Mini Park	0.00	0.10	\$ 33.54	\$ 402.48
4	4th Place Mini Park	0.00	0.09	\$ 30.19	\$ 362.28
5	5th Place Mini Park	0.00	0.09	\$ 30.19	\$ 362.28
6	6th Place Mini Park	0.00	0.11	\$ 36.90	\$ 442.80
7	7th Place Mini Park	0.00	0.08	\$ 26.83	\$ 321.96
8	8th Place Mini Park	0.00	0.09	\$ 30.19	\$ 362.28
9	9th Place Mini Park	0.00	0.10	\$ 33.54	\$ 402.48
10	10th Place Mini Park	0.00	0.11	\$ 36.90	\$ 442.80
11	11th Place Mini Park	0.00	0.10	\$ 33.54	\$ 402.48
12	12th Place Mini Park	0.00	0.05	\$ 16.77	\$ 201.24
13	13th Place Mini Park	0.00	0.09	\$ 30.19	\$ 362.28
14	14th Place Mini Park	0.00	0.11	\$ 36.90	\$ 442.80
15	15th Place Mini Park	0.00	0.11	\$ 36.90	\$ 442.80
16	21 st to Hill Park	0.19	0.68	\$ 291.81	\$ 3,501.72
17	Admiral Kidd Park	6.86	4.63	\$ 3,853.88	\$ 46,246.56
18	Cesar E. Chavez Park (East of 710 Fwy)	4.74	6.31	\$ 3,706.30	\$ 44,475.60
19	Cesar E. Chavez Park (Freeway Terminus from Ocean Blvd to 6th St)	13.41	1.69	\$ 5,064.72	\$ 60,776.64
20	Chittick Field	11.00	8.61	\$ 6,577.43	\$ 78,929.16
21	Craftsman Village Park	0.04	0.30	\$ 114.04	\$ 1,368.48
22	Daisy Avenue Greenbelt	2.22	0.04	\$ 758.03	\$ 9,096.36
23	Daryle Black Park	0.06	0.09	\$ 50.31	\$ 603.72
24	Drake/Chavez Greenbelt	2.45	5.85	\$ 2,783.92	\$ 33,407.04
25	Drake Park	5.03	1.70	\$ 2,257.32	\$ 27,087.84
26	East Village Arts Park	0.01	0.08	\$ 30.19	\$ 362.28
27	Ernest McBride, Sr. Park	0.26	1.95	\$ 744.53	\$ 8,934.36

**Appendix F
AREA 3**

Exhibit A

PARKS BASE BID (Continued)

Item No.	Location	Turf (Acre)	Landscape/Hardscape	Rate Per Per Month	Rate Per Per Year
28	Fellowship Park	0.18	0.18	\$ 120.75	\$ 1,449.00
29	Fourteenth Street Park (Developed portion from Chestnut Ave to Palmer Ct)	0.72	1.49	\$ 741.26	\$ 8,895.12
30	Gumbiner Park	0.19	0.73	\$ 308.58	\$ 3,702.96
31	Harvey Milk Park	0.00	0.27	\$ 90.56	\$ 1,086.72
32	Hudson Field	8.88	2.72	\$ 3,890.78	\$ 46,689.36
33	Jenni Rivera Park	2.00	1.02	\$ 1,012.94	\$ 12,155.28
34	K-9 Corner Dog Park	0.00	0.12	\$ 40.25	\$ 483.00
35	Locust Tot Lot	0.00	0.13	\$ 43.60	\$ 523.20
36	Loma Vista Park	0.13	0.05	\$ 60.64	\$ 727.68
37	Long Beach Civic Center (City Hall only - revised spec, see bid document)			\$ 2,000.00	\$ 24,000.00
38	Long Beach Civic Center (Main Library only)			\$ 500.00	\$ 6,000.00
39	Long Beach Civic Center (Broadway Parking Structure only)			\$ 350.00	\$ 4,200.00
40	Long Beach Senior Center (4th St)	0.00	0.71	\$ 238.14	\$ 2,857.68
41	MacArthur Park	2.55	1.31	\$ 1,294.69	\$ 15,536.28
42	Martin Luther King, Jr. Park	5.40	2.27	\$ 2,572.61	\$ 30,871.32
43	Miracle on 4 th Street Park	0.02	0.13	\$ 50.31	\$ 603.72
44	NAACP Park	0.78	2.04	\$ 945.86	\$ 11,350.32
45	Peace Park	0.29	0.15	\$ 147.58	\$ 1,770.96
46	Poly Gateway - Atlantic	0.00	0.11	\$ 36.90	\$ 442.80
47	Poly Gateway - MLK	0.00	0.25	\$ 83.85	\$ 1,006.20
48	Promenade Square	0.27	0.34	\$ 204.60	\$ 2,455.20
49	Rosa Parks Park	0.11	0.44	\$ 184.48	\$ 2,213.76
50	Seaside Park	1.53	1.06	\$ 868.72	\$ 10,424.64
51	Willmore Heritage Garden	0.00	0.79	\$ 264.98	\$ 3,179.76
52	Willow & Golden Park - South (South of Willow St)	0.75	0.44	\$ 399.14	\$ 4,789.68
					\$ -

**Appendix F
AREA 3**

Exhibit A

PARKS BASE BID (Continued)

Item No.	Location	Turf (Acre)	Landscape/Hardscape (Acre)	Rate Per Month	Rate Per Year
53	Health Department sites				
53a	Central Facility Center 1133 Rhea St	0.00	0.35	\$ 117.39	\$ 1,408.68
53b	Multi-Services Center 1301 W. 12 th St	0.10	1.03	\$ 379.02	\$ 4,548.24
53c	West Facility Center 2125 Santa Fe Ave	0.00	0.11	\$ 36.90	\$ 442.80
54	Library Services Department sites				
54a	Alamitos 1836 E. Third St	0.01	0.09	\$ 33.54	\$ 402.48
54b	Burnett 560 E. Hill St	0.03	0.49	\$ 174.41	\$ 2,092.92
54c	Mark Twain 1401 E. Anaheim	0.00	0.81	\$ 271.68	\$ 3,260.16
55	Police Department sites				
55a	Public Safety Complex 400 W. Broadway Ave	0.00	2.31	\$ 774.80	\$ 9,297.60
55b	West Division 1835 Santa Fe Ave	0.00	1.99	\$ 667.47	\$ 8,009.64
TOTAL ACREAGE AND RATES		70.21	57.38	\$ 45,648.76	\$ 547,785.12

STREETS BASE BID

Item No.	Location	Total (Acre)	Rate Per Month	Rate Per Year
1	1st St (Bulbouts at Linden Ave & Alamitos Ave)	0.10	\$ 43.12	\$ 517.44
2	6th St Off-Ramp from 710 Fwv (Slope Under Ramp & Edge Unnamed Road E of Shoreline Dr E)	0.43	\$ 185.43	\$ 2,225.16
3	7th St On-Ramp to 710 Fwv (Divider and North Slope)	0.94	\$ 405.37	\$ 4,864.44
4	12th St & Chestnut Ave (Bulbout at Loma Vista)	0.05	\$ 21.56	\$ 258.72
5	Alamitos Ave (At Broadway & at 17 th St)	0.28	\$ 120.75	\$ 1,449.00
6	Anaheim St (Hayes Ave to Oregon Ave)	1.55	\$ 668.43	\$ 8,021.16
7	Fairbanks Ave & Chester Pl (North Island Between DeForest Ave and Fairbanks Ave)	0.10	\$ 43.12	\$ 517.44
8	Harbor Ave (Treewells & Sidewalk from Anaheim St to PCH)	0.62	\$ 267.37	\$ 3,208.44
9	Martin Luther King Blvd (PCH to 20 th St)	0.40	\$ 172.50	\$ 2,070.00
10	Ocean Blvd (Golden Ave to Alboni Pl)	1.00	\$ 431.24	\$ 5,174.88
11	Pacific Ave (PCH to Willow St)	2.98	\$ 1,285.11	\$ 15,421.32
12	Pacific Coast Highway (Terminal Island Fwy N side, Harbor to Golden Center Divider, + N & S Panels at Golden Ave)	1.77	\$ 763.30	\$ 9,159.60
13	Santa Fe Ave (Anaheim St to Willow St)	1.93	\$ 832.30	\$ 9,987.60
14	Sunrise Blvd (At Lime Ave and Olive Ave)	0.04	\$ 17.25	\$ 207.00
TOTAL ACREAGE AND RATES		12.19	\$ 5,256.85	\$ 63,082.20

**Appendix F
AREA 3**

Exhibit A

The sites listed below will require quarterly weed abatement and trimming, and monthly debris and litter pick up.

PARKS

Item No.	Location	Turf (Acre)	Landscape/Hardscape (Acre)	Rate Per Month	Rate Per Year
1	Cesar E. Chavez / 6 th Street Wetlands (Undeveloped) (West of 710 Fwy)	0.00	6.35	\$ 2,738.40	\$ 32,860.80
2	Cressa Park	0.00	0.94	\$ 405.37	\$ 4,864.44
3	Fourteenth Street Park (Undeveloped) (Portion from Palmer Ct to LB Blvd)	0.00	0.20	\$ 86.25	\$ 1,035.00
4	Sunrise Neighborhood Gateway (Undeveloped) (Atlantic Ave/Sunrise)	0.00	0.15	\$ 64.69	\$ 776.28
5	Vacant Lot N of Chittick Field (Triangular Lot at 20th St)	0.00	0.20	\$ 86.25	\$ 1,035.00
6	Police Department site				
6a	Forensic Building 1400 Canal Ave	0.00	0.36	\$ 155.25	\$ 1,863.00
TOTAL ACREAGE AND RATES		0.00	8.20	\$ 3,536.21	\$ 42,434.52

STREETS

Item No.	Location	Total (Acre)	Rate Per Month	Rate Per Year
1	Cowles St (Dead End East of Fashion Ave at 710 Fwy)	0.03	\$ 12.94	\$ 155.28
2	Deforest Ave (W Panel from Hill St to Willow St)	0.41	\$ 176.81	\$ 2,121.72
3	DeForest Ave ice plant (W Panel from 12th St to Anaheim St)	0.19	\$ 81.94	\$ 983.28
4	Eagle St (End of Street at Myrtle Ave)	0.05	\$ 21.56	\$ 258.72
5	Fashion Ave (SE Panel along 710 Fwy at Parade St)	0.01	\$ 4.31	\$ 51.72
6	Gale Ave (E Panel Along 710 Fwy at 19th St)	0.04	\$ 17.25	\$ 207.00
7	Hill St Dead End (At Terminal Island Fwy & Hudson Park)	0.03	\$ 12.94	\$ 155.28
8	Long Beach Blvd (Treewells & Sidewalk from Ocean to Willow + Islands S of 1st St)	7.84	\$ 3,380.95	\$ 40,571.40
9	Orange Ave & Hill St + Orange Dr (Island & Sidewalks except N sidewalk on Hill St)	0.15	\$ 64.69	\$ 776.28
10	Pacific Ave (Treewells & Sidewalk from 1st St to 8 th St)	1.15	\$ 495.93	\$ 5,951.16
11	San Francisco Ave & access road N of PCH (Panel south of 1835 San Francisco Ave)	0.08	\$ 34.50	\$ 414.00
12	Terminal Island Fwy (PCH to Willow St, East side panels & center divider)	6.96	\$ 3,001.46	\$ 36,017.52
13	Unnamed Street along SB 710 Fwy (E Panels between 15th St & Gaylord St and 16th St & 17th St)	0.12	\$ 51.75	\$ 621.00
TOTAL ACREAGE AND RATES		17.06	\$ 7,357.03	\$ 88,284.36

BID SUMMARY

	Rate Per Month	Rate Per Year
Total Base Bid Amount (Area 3)	\$ 61,798.85	\$ 741,586.20

**Appendix F
AREA 5**

Exhibit A

PARKS BASE BID

Item No.	Location	Turf (Acre)	Landscape/Hardscape (Acre)	Rate Per Month	Rate Per Year
1	Alamitos Bay Marina - Basin 1, 2 & 3	1.65	4.74	\$ 2,755.65	\$ 33,067.80
2	Alamitos Bay Marina - Basin 4	0.48	1.02	\$ 646.87	\$ 7,762.44
3	Alamitos Bay Marina - Basin 6 N	0.00	0.16	\$ 69.00	\$ 828.00
4	Alamitos Bay Marina - Basin 6 S (Marina Pacifica Park)	0.32	0.49	\$ 349.31	\$ 4,191.72
5	Alamitos Bay Marina - Basin 8	0.00	0.03	\$ 12.94	\$ 155.28
6	Lookout Park	0.33	0.17	\$ 215.62	\$ 2,587.44
7	Maurice "Mossy" Kent Park	0.07	0.04	\$ 47.44	\$ 569.28
TOTAL ACREAGE AND RATES		2.85	6.65	\$ 4,096.83	\$ 49,161.96

STREETS BASE BID

Item No.	Location	Total (Acre)	Rate Per Month	Rate Per Year
1	Appian Way (San Marco Dr to The Toledo, includes 2nd St ramps)	3.10	\$ 1,336.86	\$ 16,042.32
2	Marina Drive (Islands from North of 2nd St to Seal Beach Bridge)	0.46	\$ 198.37	\$ 2,380.44
TOTAL ACREAGE AND RATES		3.56	\$ 1,535.23	\$ 18,422.76

The sites listed below will require quarterly weed abatement and trimming, and monthly debris and litter pick up.

PARKS

Item No.	Location	Turf (Acre)	Landscape/Hardscape (Acre)	Rate Per Month	Rate Per Year
1	Alamitos Bay Boat Owner Park (Undeveloped)	0.00	0.31	\$ 133.69	\$ 1,604.28
2	Alamitos Bay Basin 2 Dry Boat Storage (Undeveloped)	0.00	0.81	\$ 349.31	\$ 4,191.72
3	Alamitos Bay Basin 3 Dry Boat Storage (Undeveloped)	0.00	1.85	\$ 797.80	\$ 9,573.60
TOTAL ACREAGE AND RATES		0.00	2.97	\$ 1,280.80	\$ 15,369.60

BID SUMMARY

	Rate Per Month	Rate Per Year
Total Base Bid Amount (Area 5)	\$ 6,912.86	\$ 82,954.32

Appendix F
AREA 6

Exhibit A

MTA BLUE LINE
BASE BID

Item No.	Location	Turf (Acre)	Landscape/Hardscape (Acre)	Rate Per Month	Rate Per Year
1	Long Beach Blvd, Pacific Ave, 8th St (1st St to Memorial Med Ctr entry, Pacific Ave to Long Beach Blvd, not including 1st St)	7.21	3.45	\$ 9,286.99	\$ 111,443.88

**Appendix F
SUPPLEMENTAL COSTS**

Exhibit A

Item No.	Description	Quantity	UOM	Unit Price	Total Amount
1	Install Irrigation:				
	a. 1" RCV	50	EA	\$325.00	\$16,250.00
	b. 100' 1" sch. 40 lateral lines	250	Per 100'	\$800.00	\$200,000.00
	c. RB 1806 pop up	500	EA	\$30.00	\$15,000.00
	d. Valve / quick coupler box	50	EA	\$95.00	\$4,750.00
2	Organic seed topper (not steer manure)	100	CY	\$2,500.00	\$250,000.00
3	Ortega Blend Sand (or equivalent) for sand replacement in tot lots	100	TN	\$600.00	\$60,000.00
4	Install plant replacements:				
	a. Groundcover in flats	100	EA	\$40.00	\$4,000.00
	b. 1-gallon plants	400	EA	\$15.00	\$6,000.00
	c. 5-gallon plants	250	EA	\$40.00	\$10,000.00
	d. 15-gallon plants	75	EA	\$95.00	\$7,125.00
	e. 15-gallon trees (staked)	75	EA	\$150.00	\$11,250.00
5	Install boxed trees:				
	a. 24" box specimen (staked)	24	EA	\$375.00	\$9,000.00
6	4" Grind, screened mulch	100	CY	\$3,500.00	\$350,000.00

AS-NEEDED MISCELLANEOUS SERVICES UNIT WORK COSTS			
Item No.	Description	UOM	Unit Cost
Turf Maintenance			
7	Mowing	Acre	\$195.00
8	Trash and litter removal	Acre	\$270.00
9	Edge and trim	LF	\$1.00
10	Fertilization	Acre	\$290.00
11	Aerification	Acre	\$235.00
12	Verticutting (dethatching)	Acre	\$1,180.00
13	Weed control	Acre	\$275.00
14	Pest control	Acre	\$190.00
15	Gopher control	Acre	\$275.00
16	Irrigation		
	a. Repairs	Acre	\$3,750.00
	b. Installation	Acre	\$59,000.00
Groundcover, Shrub, & Tree Maintenance			
17	Edge and trim	LF	\$1.00
18	Weed and clean-up	Acre	\$870.00
19	Fertilization		
	a. Soil injections	Acre	\$680.00
	b. Foliar application	Acre	\$570.00
	c. Dry formulation placement	Acre	\$810.00
20	Pest control	Hour	\$65.00
21	Pruning trees (up to 12' per specifications)	EA	\$30.00
22	Encroachment pruning (100 lineal feet x 15' height)	EA	\$450.00
23	Vertical mulch trees	EA	\$85.00

Appendix F
SUPPLEMENTAL COSTS

Exhibit A

24	Vegetation removal	Acre	\$1,900.00
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**Appendix F
SUPPLEMENTAL COSTS**

Exhibit A

Plant Material (Installed)			
25	Annual color (4" container)	EA	\$40.00
26	Groundcover	Flat	\$40.00
27	1-Gallon shrub	EA	\$15.00
28	5-Gallon shrub	EA	\$40.00
29	15-Gallon shrub	EA	\$95.00
30	15-Gallon tree	EA	\$150.00
31	24" Box tree	EA	\$375.00
32	Seeded turf	SF	\$15.00
33	Sodded turf	SF	\$2.00
Weed Abatement (Labor, Equipment, & Materials)			
34	Tractor drawn disc	Acre	\$325.00
35	Hand work / string trimmer	Acre	\$690.00
36	Flail mowing	Acre	\$475.00
37	Pre-emergent herbicide (Broadspectrum)	Acre	\$650.00
38	Post-emergent herbicide	Acre	\$620.00
Bulk Materials (Labor, Equipment, & Materials to Install)			
39	"Angel Mix" brick dust from Corona Clay (or equivalent)		
	a. Less than 12 CY	CY	\$360.00
	b. Greater than 12 CY	CY	\$360.00
40	Playground sand Ortega Blend Silica Sand medium / fine texture (or equivalent)		
	Less than 12 CY	CY	\$80.00
	Greater than 12 CY	CY	\$80.00
41	"Fibar" wood chips for playground		
	a. Less than 12 CY	CY	\$110.00
	b. Greater than 12 CY	CY	\$110.00
42	Temporary vinyl construction fence		
	a. 4' high, stakes 6' OC less than 500'	LF	\$8.00
	b. 4' high, stakes 8' OC greater than 500'	LF	\$10.00
43	Planting bed mulch (4" grind)		
	a. Less than 12 CY	CY	\$35.00
	b. Greater than 12 CY	CY	\$35.00
Equipment (4-Hour Minimum w/ Operator)			
44	Skiploader	Hour	\$125.00
45	Vibratory roller (3,000 lb.)	Hour	\$110.00
46	Sod cutter	Hour	\$75.00
47	Machine tamp ("whacker")	Hour	\$75.00
48	Air compressor / jackhammer / 200' hose	Hour	\$95.00
49	Chipper w/ operator(s)	Hour	\$85.00
		Day	\$650.00

**Appendix F
SUPPLEMENTAL COSTS**

Exhibit A

Erosion Control Provision (Labor, Materials, & Equipment to Install)			
50	Visqueen on slope including sandbags, 10' OC staked		
	a. Less than 1,000 SF	SF	\$7.00
	b. Greater than 1,000 SF	SF	\$7.00
51	Sandbags installed		
	a. Less than 100	EA	\$6.00
	b. Greater than 100	EA	\$6.00
52	Silt fence 24" installed per OC Std. Plan Detail 455		
	a. Less than 100 LF	LF	\$7.00
	b. Greater than 100 LF	LF	\$7.00
53	"Jute mesh" fabric w/ installation staples		
	a. Less than 1,000 SF	SF	\$1.25
	b. Greater than 1,000 SF	SF	\$1.25
54	4"-thick concrete sidewalk removal and replacement		
	a. Less than 500 SF	SF	\$15.00
	b. Greater than 500 SF	SF	\$15.00
Miscellaneous			
55	Game Court cleaning (washing)	EA	\$75.00
56	Pressure washing playgrounds / courts / picnic areas	SF	\$0.50
57	Turf – mowing only	Acre	\$195.00
58	Landscape – prune shrubs / weed removal / deadheading	SF	\$0.02

HOURLY RATES			
Item No.	Position	Regular Time	Overtime
59	Supervisor	\$65.00	\$97.50
60	Irrigation Tech	\$55.00	\$82.50
61	Laborer	\$35.00	\$52.50
62	Specialty Personnel:		
	A.		
	B.		
	C.		

PERCENT MARKUP			
Item No.	Description	UOM	Percent
63	Percent markup for any items not listed herein	%	15.00%

EXHIBIT "B"

City's Representative:

Kelly Parkins, Superintendent of Park
Maintenance

(562) 570-4895

EXHIBIT “C”

Contractor’s Key Employees:

EXHIBIT "D"

WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

PARKWOOD LANDSCAPE MAINTENANCE, INC.

Signature of Contractor, or a corporate officer
of Contractor, or a general partner of Contractor

Dan Merto

Title: PRESIDENT

Date: 8-27-18

- Manny Martinez

Account Manager

805/797-4744 (C)

- Lorenzo Gomez

Account Manager

818/253-5690 (C)

- Veronica Avila

Customer Service Manager

818/ 618-0200 (C)

818/988-9677 (O)

- Laura Zierhut

Controller

818/988-9677 (O)

- David Melito

President

818/253-5689 (C)

- Tiffany Vollmer

Human Resources/Payroll Manager

818/988-9677 (O)

EXHIBIT "E"

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

1) Workers' Compensation Insurance:

A. Policy Number: 18DWS11155

B. Name of Insurer (NOT Broker): Alaska National

C. Address of Insurer: 851 North Hickory, Suite 100 Meridian, ID 83042

D. Telephone Number of Insurer: 415-248-5030

2) For vehicles owned by Contractor and used in performing work under this Contract:

A. VIN (Vehicle Identification Number): 1FTEX1CP9HKD77460

B. Automobile Liability Insurance Policy Number: WPP138618703

C. Name of Insurer (NOT Broker): Wesco Insurance Co.

D. Address of Insurer: 5800 Lombardo Ct. Cleveland, OH

E. Telephone Number of Insurer: 877-528-7878

3) Address of Property used to house workers on this Contract, if any: _____

970 W. Chester Place, Long Beach CA 90813

4) Estimated total number of workers to be employed on this Contract: 15

5) Estimated total wages to be paid those workers: \$33,000/yr.

6) Dates (or schedule) when those wages will be paid: Bi-Weekly

(Describe schedule: For example, weekly or every other week or monthly)

7) Estimated total number of independent contractors to be used on this Contract: _____

0

8) Taxpayer's Identification Number: [REDACTED]

APPENDIX “A”

**APPLICATION FOR
USE TAX DIRECT PAYMENT PERMIT**

Please type or print clearly. Read instructions on reverse before completing this form.

SECTION I - BUSINESS INFORMATION

NAME OF BUSINESS OR GOVERNMENTAL ENTITY	SALES/USE TAX PERMIT NUMBER
BUSINESS ADDRESS (street)	CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP CODE	If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit check here <input type="checkbox"/>
MAILING ADDRESS (street address or po box if different from business address)	
CITY, STATE, & ZIP CODE	NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE

SECTION II - MULTIPLE BUSINESS LOCATIONS

LIST BELOW THE BUSINESS AND MAILING ADDRESSES OF ALL LOCATIONS WHERE PROPERTY PURCHASED UNDER A USE TAX DIRECT PAYMENT CERTIFICATE WILL BE USED. IF ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE SHEET

1. BUSINESS ADDRESS	4. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
2. BUSINESS ADDRESS	5. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
3. BUSINESS ADDRESS	6. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS

SECTION III - CERTIFICATION STATEMENT

I hereby certify that I qualify for a Use Tax Direct Payment Permit for the following reason: (Please check one of the following)

I have purchased or leased for my own use tangible personal property subject to use tax at a cost of five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding this application for the permit. I have attached a "Statement of Cash Flows" or other comparable financial statements acceptable to the Board for the calendar year immediately preceding the date of application and a separate statement attesting that the qualifying purchases were purchases that were subject to use tax.

I am a county, city, city and county, or redevelopment agency.

I also agree to self-assess and pay directly to the Board of Equalization any use tax liability incurred pursuant to my use of a Use Tax Direct Payment Permit.

The above statements are hereby certified to be correct to the knowledge and belief of the undersigned, who is duly authorized to sign this application.

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

USE TAX DIRECT PAYMENT PERMIT
(General Information and Filing Instructions)

Revenue and Taxation Code section 7051.3 authorizes the State Board of Equalization to issue a *Use Tax Direct Payment Permit* to qualified applicants. This permit allows purchasers and lessees of tangible personal property (other than lessees of motor vehicles the lease of which is subject to the terms of section 7205.1 of the Sales and Use Tax Law) to self-assess and pay use taxes directly to the Board instead of to the vendor or lessor from whom the property is purchased or leased.

Permit holders will be provided with a *Use Tax Direct Payment Exemption Certificate* which they can issue to retailers and lessors when they purchase tangible personal property subject to use tax or make qualified leases of tangible personal property. Vendors who timely take the certificate in good faith from a permit holder are relieved of the duty to collect use taxes on the sales for which the certificate was issued. Permit holders who acquire property under a certificate must self-assess and report the use taxes directly to the Board on their tax returns, and allocate the local taxes to the county, city, city and county, or redevelopment agency in which the property is first used. Permit holders who fail to properly pay any use taxes that are due on property for which a certificate was given are subject to interest and penalties assessments in addition to their tax liability.

To qualify for a *Use Tax Direct Payment Permit*, an applicant must meet the following conditions:

- (1) The applicant must agree to self-assess and pay directly to the Board any use tax which is due on property for which a use tax direct payment exemption certificate was given; and
- (2) The applicant must certify to the Board either of the following:
 - (A) The applicant has purchased or leased for its own use tangible personal property subject to use tax which cost five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding the application for the permit; or
 - (B) The applicant is a county, city, city and county, or redevelopment agency.

Persons wishing to obtain a use tax direct payment permit must be pre-qualified and either hold a California seller's permit or a consumer use tax account.

Persons other than governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under conditions of Part (2)(A) above, and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Persons other than governmental entities who are not required to hold a seller's permit and who do not currently hold a consumer use tax account must obtain a consumer use tax account and then complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(A) above and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

Governmental entities who do not hold a California seller's permit or a consumer use tax account must obtain a consumer use tax account and then complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

The completed *Application for Use Tax Direct Payment Permit*, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a *Use Tax Direct Payment Permit* and a *Use Tax Direct Payment Exemption Certificate* will be mailed to the applicant.

If you would like additional information regarding the *Use Tax Direct Payment Permit* or need assistance in completing this application, you can call 916-445-5167, or write to the Board of Equalization, Compliance Policy Unit, P.O. Box 942879, Sacramento, CA 94279-0040.

LAW OFFICES OF
FRANK, GREENBERG & SIMONE

A PROFESSIONAL CORPORATION

8484 WILSHIRE BOULEVARD, SUITE 730
BEVERLY HILLS, CALIFORNIA 90211-3271

TELEPHONE
(213) 655-4900
(213) 652-0021

FAX
655-2631

BERT D. GREENBERG
LESLIE J. FRANK
MARTIN SIMONE

THOMAS J. STEFANSKI
RICHARD I. KINJO
ROBERT J. OVERZYL

February 1, 1989

TO WHOM IT MAY CONCERN:

Re: PARKWOOD LANDSCAPE MAINTENANCE, INC.

Dear Gentleperson:

Enclosed herewith please find a copy of the Articles of Incorporation for the above referenced California corporation. Please take the copy of the Articles to the bank you will use for the corporation's business in order to open the corporate bank account. Please open your corporate account with a minimum deposit of \$ *_____.

Please inform the bank that you are the director of the corporation and the officers of the corporation are as follows, by resolution of the board of directors:

PRESIDENT: DAVID L. MELITO

SECRETARY: DAVID L. MELITO

TREASURER: DAVID L. MELITO

Please return to the attention of the undersigned a copy of the corporate bank agreement (signature card) with the signatures of the President and Secretary affixed thereto, along with a letter stating (1.) the fact that the corporation has opened a bank account; (2.) the amount of the initial deposit; and (3.) the names and titles of the signatories thereto.

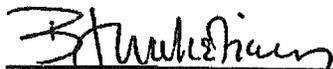
Please advise the bank that the Tax Identification Number will be forthcoming in approximately five weeks from the date of this letter and will be sent directly to you at the corporate address.

If there are any questions, immediately contact our office from the bank since most questions can be resolved on the telephone. Thank you for your immediate attention to this matter.

Sincerely yours,

FRANK, GREENBERG & SIMONE

By:



BENJAMIN J. WAKEFIELD,
Legal Assistant to
MARTIN SIMONE, ESQ.

*(Any Amount)

/bjw
Enclosure (As Stated)
STDLTR:62:R01/89

1454928

ENDORSED
FILED

In the office of the Secretary of State
of the State of California

ARTICLES OF INCORPORATION

OF

JAN 24 1989

PARKWOOD LANDSCAPE MAINTENANCE, INC.

MARCH FONG EU, Secretary of State

I

The name of the corporation is PARKWOOD LANDSCAPE MAINTENANCE, INC.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Martin Simone, Esq.
8484 Wilshire Boulevard, Suite 730
Beverly Hills, California 90211-3271

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 25,000.

DATED: 01/20/89

David L. Melito
DAVID L. MELITO

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

David L. Melito
DAVID L. MELITO

PERFORMANCE BOND
(Bond for Faithful Performance)

Premium: \$20,772.00 Annually

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to **PARKWOOD LANDSCAPE MAINTENANCE, INC., a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: **Grounds Maintenance Services**, as described in Specification No.: RFP PR17-022.

WHEREAS, the Principal is about to enter into a Contract with Obligee for performance of the Work, which Contract, and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, the Principal is required to furnish a bond guaranteeing the prompt, full and faithful performance of its obligations under the Contract Documents concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Hartford Fire Insurance Company, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of **One Million Thirty-Eight Thousand Five Hundred Ninety-Four Dollars (\$1,038,594)** lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as said Contract Documents may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, as they may be amended and supplemented including, but not limited to, its liability for liquidated damages for delay, all warranties or guarantees required thereunder and indemnity obligations; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, which shall include without limitation, any breach or default of the Contract Documents, then, after written notice from the Obligee to the Surety, as provided for below, the Surety shall either remedy the default or breach by the Principal or shall promptly and faithfully take charge of the Work of and complete the Work in accordance with the requirements of the Contract Documents with a contractor other than the Principal at its own expense and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price including other costs and damages for which the surety may be liable hereunder; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

Within fifteen (15) days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Construction Contract.

If the Surety does issue its Notice of Election and does not proceed to cure or remedy the Principal's default(s) of its performance of the Work with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

FURTHER, Principal and Surety agree that if Oblige is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Oblige's reasonable attorneys' fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained herein shall survive the final completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal which survive such final completion.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 22nd day of August, 2018.

Hartford Fire Insurance Company

Parkwood Landscape Maintenance, Inc., a California corporation

By: [Signature] Surety Name

By: [Signature]

Name: Natalie Ann Horder
Printed Name

Name: DAVID MELITO
Printed Name

Title: Attorney in Fact

Title: SECRETARY

Address: 101 Montgomery St Ste 2700
San Francisco, CA 94104

By: [Signature]

Telephone: 415-836-4815

Name: DAVID MELITO
Printed Name

Natalie Ann Horder
Attorney-in-Fact

Title: PRESIDENT

See above signature line
Signature

Tom Modica
Assistant City Manager

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

August 28, 2018

8/29/18

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: [Signature]
Deputy City Attorney

By: [Signature]
City Manager/City Engineer

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.
2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

*AND PROVIDED FURTHER, HOWEVER, that this bond covers only a term beginning August 22, 2018, and ending August 22, 2019 regardless of the number of years the aforesaid contract shall cover or be in force, and notwithstanding anything in the aforesaid contract to the contrary. Such term may be continued from year to year by the issuance of a continuation certificate executed by the Surety. If such term is so continued, the liability of the Surety for each successive term shall not be cumulative, but rather, the liability of the Surety shall be limited to the penal amount of this bond for the entire period of time which such bond may be in effect pursuant to such continuation certificates. Failure of Principal to post renewal bond(s) shall not constitute a default under the expiring bond.

AND PROVIDED FURTHER, that by acceptance of the bond City of Long Beach, as Oblige, hereby acknowledges the one year term of the bo

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

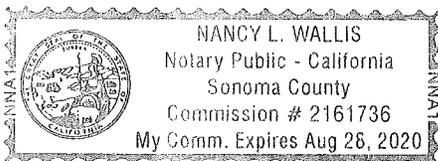
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Sonoma }

On August 22, 2018 before me, Nancy L. Wallis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Natalie Ann Horder
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature Nancy L. Wallis
Signature of Notary Public Nancy L. Wallis

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

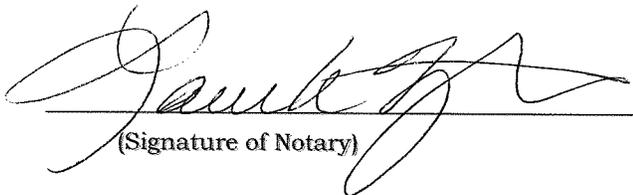
On August 27, 2018 before me, Laura K. Zierhut, Notary Public,

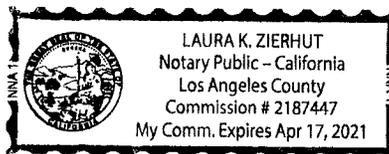
Personally appeared David L. Melito,

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

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

WITNESS my hand and official seal.


(Signature of Notary)



(Notary Seal)

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

City of Long Beach Performance Bond

Number of Pages _____ Document Date July 27, 2018

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SVCS NATIONAL INC
Agency Code: 57-141110

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

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

Natalie Ann Horder, Kandace L. Reeves, Stacy M. Clinton, Nancy L. Wallis, K. Dixon Wright, Tammy Carpenter, Catherine A. Pinney, Janet M. Thomas of PETALUMA, California

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 22, 2018
Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President