

**AMENDMENT NUMBER ONE
TO MAINTENANCE SERVICES AGREEMENT
WITH
BRIGHTVIEW LANDSCAPE SERVICES, INC.**

This Amendment Number One ("Amendment") is made and entered into this 20th day of February, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and BRIGHTVIEW LANDSCAPE SERVICES, INC., a California corporation ("Contractor").

WHEREAS, City and Marina Landscape Maintenance, Inc. entered into an agreement on October 31, 2016 for Marina Landscape Maintenance, Inc. to provide park and landscape maintenance services on City property (the "Agreement"); and

WHEREAS, Contractor acquired the maintenance division of Marina Landscape Maintenance, Inc. in January 2017, resulting in the assignment of the Agreement to Contractor; and

WHEREAS, City consented to the assignment of the Agreement; and

WHEREAS, City and Contractor desire to amend the Agreement to reflect the assignment; and

WHEREAS, City and Contractor further desire to amend the Scope of Services to include the additional services and additional locations set forth in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, City desires to increase Contractor's maximum annual compensation accordingly to Two Million One Hundred Seventy-Nine Thousand Four Hundred Eighty-Six Dollars and Ninety-Nine Cents (\$2,179,486.99).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Any and all references in the Agreement to "Marina Landscape Maintenance, Inc." shall be amended to read, "BrightView Landscape Services, Inc."
2. Section 6.4 of the Agreement shall be amended to read:

IF TO CONTRACTOR:

BrightView Landscape Services, Inc.
1900 S. Lewis St.
Anaheim, CA 92805
Tel: (714) 939-6600
Attn: Darin Sherlock

3. The Scope of Services shall be amended to include the additional services and additional locations set forth in Exhibit A.

4. Section 2.1 of the Agreement shall be amended to reflect that Contractor's annual compensation shall not exceed Two Million One Hundred Seventy-Nine Thousand Four Hundred Eighty-Six Dollars and Ninety-Nine Cents (\$2,179,486.99). Contractor shall be paid according to the fee schedule set forth in the Agreement and Exhibit A of this Amendment.
5. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
6. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Thomas R. Hatch
City Manager

Date: 3/13/18

CONTRACTOR

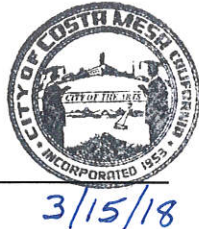
[Signature]
Signature

Date: 2/28/18

Joshua Dake Sr. Vice President
Name and Title

ATTEST:

Brenda Green
City Clerk



3/15/18

APPROVED AS TO FORM:

[Signature]
City Attorney

Date: 03/09/18

APPROVED AS TO INSURANCE:

[Signature]
Risk Management

Date: 3/7/18

APPROVED AS TO CONTENT:



Project Manager

Date: 3-01-2018

DEPARTMENTAL APPROVAL



Public Services Director

Date: 3-6-18

APPROVED AS TO PURCHASING:

Finance Director

Date: 3/8/18

EXHIBIT A

ADDITIONAL SERVICES AND LOCATIONS

1. Additional Services – Dedicated Reel Mower for Fields 3 and 4 at Jack Hammett Sports Complex

	Unit Cost	Annual Cost
Reel Mower	\$1,675.00	\$20,100.00
Two Mowings Per Week (36 Occurrences)	\$240.00	\$8,640.00
Mowing estimate is based on 36 Occurrences and each additional mow is \$240.00 each.		

2. Additional Locations

Site #	Hours	Location:	Monthly Cost	Yearly Cost
MISC-20	2	Canary Drive – South end of the street. Slope adjacent to the stairs. (Monthly 2 hours)	\$60.00	\$720.00
MISC-21	32	Gateway Project – End of 55 Freeway. Center area on the southbound side. East side slope on the northbound side. (Weekly 8 hours)	\$960.00	\$11,520.00
MISC-22	24	Gisler Ave. – Limited maintenance to unimproved parkways and drainage culvert between the Santa Ana River and Harbor Blvd. (Monthly 24 hours)	\$720.00	\$8,640.00
MISC-23	8	Harbor Bike Trail Southern Section – Include turf block to Fair Drive. FDC Monument sign excluded. (Monthly 8 hours)	\$240.00	\$2,880.00
MISC-24	8	Merrimac Way – Dirt easement and ivy maintenance on south side of street. Harbor to Fairview. (Quarterly 24 hours)	\$240.00	\$2,880.00
MISC-25	6	Placentia Ave. – Swan Dr. / Swan Cir. to Adams Ave. – Sidewalk cleanup and unimproved parkway maintenance. (Monthly 6 hours)	\$180.00	\$2,160.00
MISC-26	31	Shalimar Park – Daily park service and shrub/planter maintenance. (Daily 1 hour)	\$930.00	\$11,160.00
MISC-27	4	Tanager Bike Trail – Golf Course Drive to HOA – weeks and bike path clearance (Monthly 4 hours)	\$120.00	\$1,440.00
MISC-28	2	Whittier Ave. – 19th Street to Parkhill Dr. (West side) – Sidewalk clean-up as needed. (Monthly 2 hours)	\$60.00	\$720.00
MISC-29	6	Wilson Street – Republic to Governor – Vine maintenance and sidewalk cleaning on north side only. (Quarterly 24 hours)	\$180.00	\$2,160.00
MISC-30	8	Sunflower Ave. – Fairview to Bear Rd. both sides of the street – sidewalk cleaning. (Weekly 2 hours)	\$240.00	\$2,880.00
MISC-31	2	Del Mar Gardens – (Monthly 2 hours)	\$60.00	\$720.00
		19th Street medians and parkways – from Fullerton Ave. to Irvine Ave.	\$275.00	\$3,300.00
TOTAL			\$4,265.00	\$51,180.00