

**AMENDMENT NUMBER THREE
TO CONTRACT NUMBER MA-012-17010285
WITH BRIGHTVIEW LANDSCAPE SERVICES INC
FOR LANDSCAPE MAINTENANCE SERVICES**

This Amendment to Contract MA-012-17010285, herein referred to as "Amendment", is made and entered into upon execution of all necessary signatures between the County of Orange, OC Community Resources Agency, OC Parks Department, a political subdivision of the State of California, hereinafter referred to as "County" and Brightview Landscape Services Inc, with a place of business at 1960 S Yale St, Santa Ana, CA 92704-3929, hereinafter referred to as "Contractor", with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties".

RECITALS

WHEREAS, County and Contractor entered into Contract MA-012-17010285, hereinafter referred to as "Contract", for Landscape Maintenance Services, commencing on November 1, 2016 through October 31, 2018, in an amount not to exceed \$3,800,000.00; and

WHEREAS, Parties executed Amendment One to correct Attachment B-Payment, Compensation & Invoicing; and

WHEREAS, Parties executed Amendment Two to renew Contract for one additional year effective November 1, 2018 through October 31, 2019, in an amount not to exceed \$1,900,000.00; and

WHEREAS, County now desires to renew Contract for one (1) additional year; and

WHEREAS, Contractor now desires to revise Contract pricing; and

WHEREAS, County now desires to revise Contract Terms and Conditions; and

NOW THEREFORE, in consideration of the mutual obligations set forth herein, Parties mutually agree as follows:

1. Contract shall be renewed for its fourth year term effective from November 1, 2019 through October 31, 2020, for a new not to exceed amount of \$2,090,000.00.
2. Revised Attachment B, Payment, Compensation, & Invoicing, is attached hereto and incorporated herein effective November 1, 2019 through October 31, 2020.
3. County General Terms and Conditions, S. Change of Ownership shall be revised as follows:

S. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The

Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

4. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

SIGNATURE PAGE


IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

BRIGHTVIEW LANDSCAPE SERVICES INC*


** 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.

DocuSigned by:			
	Jeff Herold	President Brightview Landscape Services	8/16/2019
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Signature	Name	Title	Date


The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

DocuSigned by:			
	Brett Urban	CFO	8/16/2019
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Signature	Name	Title	Date

COUNTY OF ORANGE, a political subdivision of the State of California

Signature	Name	Title	Date
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APPROVED AS TO FORM:**County Counsel**

DocuSigned by:	
By 	Mark Batarse
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Deputy	
Date	8/13/2019

ATTACHMENT B**PAYMENT, COMPENSATION, & INVOICING****I. STANDARD WORK – IRVINE REGIONAL PARK**

ITEM#	DESCRIPTION	FREQUENCY	COST
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November, & December	\$4,340.17
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September, & October	\$7,233.61
3	Chemical Edge	Once every sixty (60) days	\$278.83
4	Landscape Maintenance	As Described in Scope of Work	\$3,864.58
5	Facility Maintenance Item #5	As Described in Scope of Work	\$1,529.09
6	Facility Maintenance Item #6	As Described in Scope of Work	\$169.91
7	Aerate Turf	Once a year	\$3,482.60
8	(QTY-3) Irrigation Technician(s) March through October (per month)	Monday - Friday	\$20,587.05
9	(QTY-2) Irrigation Technician(s) November through February (per month)	Monday - Friday	\$13,332.57

II. EXTRA WORK – IRVINE REGIONAL PARK

LANDSCAPE MAINTENANCE	LUMP SUM
Dethatch Turf	\$7,057.60
Additional Mow	\$2,090.00

III. STANDARD WORK – YORBA REGIONAL PARK

ITEM#	DESCRIPTION	FREQUENCY	COST
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November, & December	\$3,583.50
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September, & October	\$5,972.51
3	Chemical Edge	Once every sixty (60) days	\$373.48
4	Landscape Maintenance	As Described in Scope of Work	\$6,891.95
5	Facility Maintenance Item #5	As Described in Scope of Work	\$5,975.65
6	Facility Maintenance Item #6	As Described in Scope of Work	\$663.96
7	Aerate Turf	Once a year	\$3,404.50
8	(QTY-1) Irrigation Technician(s) March through October (per month)	Monday - Friday	\$7,289.54
9	(QTY-1) Irrigation Technician(s) November through February (per month)	Monday - Friday	\$7,289.54

IV. EXTRA WORK – YORBA REGIONAL PARK

LANDSCAPE MAINTENANCE	LUMP SUM
Dethatch Turf	\$6,899.20
Additional Mow	\$1,760.00

V. STANDARD WORK – MASON REGIONAL PARK

ITEM#	DESCRIPTION	FREQUENCY	COST
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November, & December	\$2,895.09
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September, & October	\$4,825.15
3	Chemical Edge	Once every sixty (60) days	\$178.20
4	Landscape Maintenance	As Described in Scope of Work	\$2,930.02
5	Facility Maintenance Item #5	As Described in Scope of Work	\$4,710.95
6	Facility Maintenance Item #6	As Described in Scope of Work	\$523.44
7	Aerate Turf	Once a year	\$2,323.20
8	(QTY-1) Irrigation Technician(s) March through October (per month)	Monday - Friday	\$6,666.29
9	(QTY-2) Irrigation Technician(s) November through February (per month)	Monday - Friday	\$14,878.27

VI. EXTRA WORK – MASON REGIONAL PARK

LANDSCAPE MAINTENANCE	LUMP SUM
Dethatch Turf	\$4,708.00
Additional Mow	\$1,375.00

VII. STANDARD WORK – LAGUNA NIGUEL REGIONAL PARK

ITEM#	DESCRIPTION	FREQUENCY	COST
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November, & December	\$2,604.50
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September, & October	\$4,340.84
3	Chemical Edge	Once every sixty (60) days	\$177.69
4	Landscape Maintenance	As Described in Scope of Work	\$3,094.63
5	Facility Maintenance Item #5	As Described in Scope of Work	\$4,626.30
6	Facility Maintenance Item #6	As Described in Scope of Work	\$514.03
7	Aerate Turf	Once a year	\$2,003.10
8	(QTY-1) Irrigation Technician(s) March through October (per month)	Monday - Friday	\$6,666.29
9	(QTY-1) Irrigation Technician(s) November through February (per month)	Monday - Friday	\$6,666.29

VIII. EXTRA WORK – LAGUNA NIGUEL REGIONAL PARK

LANDSCAPE MAINTENANCE	LUMP SUM
Dethatch Turf	\$4,060.10
Additional Mow	\$1,210.00

IX. STANDARD WORK – MILE SQUARE REGIONAL PARK

ITEM#	DESCRIPTION	FREQUENCY	COST
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November, & December	\$6,446.91
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September, & October	\$10,744.86
3	Chemical Edge	Once every sixty (60) days	\$470.50
4	Landscape Maintenance	As Described in Scope of Work	\$5,670.75
5	Facility Maintenance Item #5	As Described in Scope of Work	\$7,645.73
6	Facility Maintenance Item #6	As Described in Scope of Work	\$849.53
7	Aerate Turf	Once a year	\$5,172.20
8	(QTY-2) Irrigation Technician(s) March through October (per month)	Monday - Friday	\$13,724.70
9	(QTY-1) Irrigation Technician(s) November through February (per month)	Monday - Friday	\$6,666.29

X. EXTRA WORK – MILE SQUARE REGIONAL PARK

LANDSCAPE MAINTENANCE	LUMP SUM
Dethatch Turf	\$10,484.10
Additional Mow	\$3,080.00

XI. STANDARD WORK – HASTER BASIN RECREATION PARK

ITEM#	DESCRIPTION	FREQUENCY	COST
1	Turf Mow & Mechanical Edge Every other week (cost per month)	January, February, March, November, & December	\$116.50
2	Turf Mow & Mechanical Edge Every week (cost per month)	April, May, June, July, August, September, & October	\$194.17
3	Chemical Edge	Once every sixty (60) days	\$75.03
4	Landscape Maintenance	As Described in Scope of Work	\$761.92
5	Facility Maintenance Item #5	As Described in Scope of Work	\$164.62
6	Facility Maintenance Item #6	As Described in Scope of Work	\$18.29
7	Aerate Turf	Once a year	\$97.90
8	(QTY-1) Irrigation Technician(s) March through October (per month)	Monday - Friday	\$598.00
9	(QTY-1) Irrigation Technician(s) November through February (per month)	Monday - Friday	\$512.62

XII. EXTRA WORK – HASTER BASIN RECREATION PARK

LANDSCAPE MAINTENANCE	LUMP SUM
Dethatch Turf	\$198.00
Additional Mow	\$396.00

MISCELLANEOUS WORK: TIME AND MATERIALS – ALL LOCATIONS

An authorized OC Parks' staff shall contact Contractor to request a quote for miscellaneous services and materials. Contractor shall provide a written or email quote for the specific job based on the rates below, and cost/plus 15% on any materials. Back up documentation must be provided for any material(s) over \$100.00 (one-hundred dollars).

The authorized OC Parks staff member shall review the quote and if approved, sign, email, or fax Contractor the signed quote. Contractor must provide a copy of the signed quote when submitting invoice for payment.

LANDSCAPE MAINTENANCE	HOURLY RATE
One Person Crew	\$41.25
Two Person Crew	\$74.25
Supervisor	\$99.00

IRRIGATION/RENOVATION WORK	HOURLY RATE
One Person Crew	\$60.50
Two Person Crew	\$104.50
Supervisor	\$99.00

WEED CONTROL	COST PER ACRE
Pre-Emergent Crabgrass Control	\$550.00
Broadleaf Pre-Emergent Control	\$434.50
Broad Spectrum Fungicide Control	\$660.00

1. **Compensation:** This is a firm-fixed fee Contract not to exceed \$2,090,000.00 annually between County and Contractor for services as provided in Attachment A – Scope of Work and per Contractor’s pricing in Attachment B – Payment, Compensation, & Invoicing.

Contractor agrees to accept the specified compensation as set forth in Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C & R of County Contract Terms and Conditions.**

2. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under Contract and shall not be construed as acceptance of any part of the goods or services.

3. **Payment – Invoicing Instructions:** Contractor will provide an invoice on Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor’s name and address
 - b. Contractor’s remittance address, if different from 1 above
 - c. Contractor’s Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Contract MA-012-17010285
 - g. Copy of signed quote authorizing service
 - h. Agency/Department’s Account Number
 - i. Date of invoice
 - j. Product/service description, quantity, and prices
 - k. Sales tax, if applicable
 - l. Freight/delivery charges, if applicable
 - m. Total

Invoice and support documentation are to be forwarded to:

OC Community Resources
Attn: Accounts Payable
1770 N. Broadway, 4th Floor
Santa Ana, CA 92706

The responsibility for providing all acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. OC Parks Contract Administrator, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

4. **Payment (Electronic Funds Transfer (EFT)):** County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.