

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BRIGHTVIEW LANDSCAPE SERVICES, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Brightview Landscape Services, Inc., a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between City of Santa Clara and Brightview Landscape Services, Inc. for 2017-2022 Landscaping Services at the Santa Clara Convention Center Complex, dated June 19, 2017 (Agreement). The term of the Agreement is between June 19, 2017 through June 30, 2022; and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide landscaping services at the Santa Clara Convention Center Complex, and the Parties now wish to amend the Agreement to extend the term through August 31, 2022 and increase the maximum compensation by \$40,000 for a new total not to exceed amount \$1,019,801, subject to budget appropriations.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 5 of the Agreement as Amended, entitled "Term of Agreement is hereby amended to read as follows:

Unless otherwise set forth in the Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on August 31, 2022.

- 2. Exhibit B of the Agreement as Amended, entitled "Fee Schedule", is hereby amended to read as shown in Revised Exhibit B, attached here.

3. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Office of the City Attorney
City of Santa Clara

Rajeev Batra
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BRIGHTVIEW LANDSCAPE SERVICES, INC.
a California corporation

Dated: 6/21/22

By (Signature): Brandon Steene

Name: Brandon Steene

Title: Vice President / General Manager

Principal Place of
Business Address: 825 Mabury Road, San Jose, Ca 95133

Email Address: Brandon.steene@brightview.com

Telephone: (408)219-2047

Fax: NA

"CONTRACTOR"

REVISED EXHIBIT B

FEE SCHEDULE

1. MAXIMUM COMPENSATION

The maximum amount payable for all services provided under this Agreement shall not exceed **One Million Nineteen Thousand Eight Hundred One Dollar (\$1,019,801)** for the term of the agreement, subject to the appropriation of funds. No additional services will be performed unless both parties execute an amendment outlining the services requested and the compensation agreed for such services.

2. RATES AND FEES – BASIC SERVICE

- 2.1. Superintendent \$65 per hour
- 2.2. Foreman \$50 per hour
- 2.3. Groundsman Level 1 \$45 per hour
- 2.4. Groundsman Level 2 \$45 per hour
- 2.5. (Turf Maintenance, Annual Color, Shrub Maintenance & Tree Care-Excluding Palms)

Year	Term	Annual Service Amount	Contingency Amount	Total Yearly Amount
1	July 1, 2017 - June 30, 2018	\$ 172,776	\$ 17,278	\$ 190,054
2	July 1, 2018 - June 30, 2019	\$ 172,776	\$ 17,278	\$ 190,054
3	July 1, 2019 - June 30, 2020	\$ 179,879	\$ 17,987	\$ 197,866
4	July 1, 2020 - June 30, 2021	\$ 179,879	\$ 17,987	\$ 197,866
5	July 1, 2021 - June 30, 2022	\$ 185,419	\$ 18,542	\$ 203,961
TOTAL NOT-TO-EXCEED MAXIMUM COMPENSATION				\$ 979,801
Amendment #1 (Extension to August 31, 2022)				\$ 40,000
REVISED TOTAL NOT-TO-EXCEED MAXIMUM COMPENSATION				\$ 1,019,801

3. MARK UP RATE (Supplemental rental, materials, and approved Subcontractor services)

- 3.1. Mark up rate for invoiced purchase materials: 15% over cost
- 3.2. Mark up rate for invoiced equipment rentals: 15% over cost

3.3. Mark up rate for full coordination, supervision, and payment of approved subcontractor work: 10%

3.4. Mark up rate for limited involvement and coordination, and payment of approved subcontractor work: 5%

4. PRICING FOR SUPPLEMENTAL WORK

4.1. New Irrigation Installation (inclusive of all labor and equipment to install). Irrigation equipment cost plus markup separate).

4.1.1. One (1") Inch diameter vales of less \$275 per each

4.1.2. Quick coupler \$235 each

4.1.3. Irrigation head 6" "pop up" \$ 42 per each

4.2. Turf Renovation (inclusive of removal of old sod, soil preparation, and Installation of new sod):

4.2.1. \$1.80 per square foot

4.3. Plant Material Installation (inclusive of all labor, materials, and equipment to install plant material. Plant material cost plus mark- up separate).

4.3.1. One (1) gallon shrub or ground cover \$15-20 per each

4.3.2. Five (5) gallon shrub or tree \$34-50 per each

4.3.3. Fifteen (15) gallon tree \$ 175-200 per each

4.3.4. Twenty-four (24") inch box tree \$ 375-425 per each

4.3.5. Thirty-six (36") inch box tree \$ 1250-1500 per each

4.3.6. Forty-eight (48") inch diameter planter annual color replanting – Market value based on type and caliber