

**CITY OF COSTA MESA
MAINTENANCE SERVICES AGREEMENT
WITH
BRIGHTVIEW LANDSCAPE SERVICES, INC.**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of April, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and BRIGHTVIEW LANDSCAPE SERVICES, INC., a California corporation ("Contractor").

WITNESSETH:

A. City proposes to utilize the services of Contractor as an independent contractor to provide landscape maintenance services, as more fully described herein; and

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the services described in the Scope of Work, attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein (the "Services"). Contractor shall provide the Services at the locations set forth in Exhibit "C," attached hereto and incorporated herein.

1.2. Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "maintenance" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or

classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

- (c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.
- (d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.
- (e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.
- (f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City. Evaluations of the work will be done by City's Maintenance Services Manager or his or her designee. If the quality of work is not satisfactory, City in its

discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory;
- (c) Issue a Performance Deficiency Notification, in substantially the form as set forth in Attachment 1 to Exhibit A, and withhold payment if Contractor fails to correct the deficiencies identified, as further detailed below; and/or
- (d) Terminate the Agreement as hereinafter set forth.

In the event Contractor fails to correct the deficiencies identified in a Performance Deficiency Notification within the timeframes set forth in such notification, City may deem the period from the date on which the deficiencies are identified through the date on which the deficiencies are corrected to City's satisfaction to be a "period of noncompliance." During a period of noncompliance, the City may, in its discretion, withhold any payments which may be due or become due to Contractor and/or deduct from any payments which may be due or become due a pro-rated amount of Contractor's monthly compensation. Such pro-rated amount will be calculated based on Contractor's total monthly compensation divided by the number of working days during the period of noncompliance.

1.4. Compliance with Applicable Law. Contractor shall perform the services required by this Agreement in compliance with all applicable federal and state employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other applicable federal, state and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.7. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. City agrees to pay Contractor a monthly fee of One Hundred Ninety-Seven Thousand Five Dollars and Five Cents (\$197,005.05) in accordance with the fee schedule set forth in Exhibit C. Contractor's annual compensation shall not exceed Two Million Three Hundred Sixty-Four Thousand Sixty Dollars and Sixty Cents (\$2,364,060.60).

2.2. Fee Increases. Contractor shall not increase its fees during the first year of the term of this Agreement. Thereafter, Contractor may increase its fees on an annual basis using the Consumer Price Index for All Urban Consumers for the Los Angeles–Long Beach–Anaheim area (CPI). The adjustment will be determined using the April index for the current year and the April index for the preceding year. However, in no event shall the increase in Contractor's fees exceed five percent (5%). If Contractor desires to increase its fees as set forth herein, Contractor shall provide written notice to the City by June 1 of the year in which the increase will take effect, which notice shall include reference to the CPI index, the percentage CPI increase, and Contractor's revised fees based on such CPI increase. Any increase to Contractor's fees and corresponding increase in Contractor's maximum annual compensation will be reflected in an amendment to this Agreement and effective on July 1. No increase in Contractor's compensation will be retroactive.

2.3. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Contractor may submit invoices to the City for approval on a monthly basis. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the Services performed and the date of performance.

2.5. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Contractor shall commence providing the Services on July 1, 2022 ("Commencement of Work"). The Services shall be performed in strict compliance with the schedule set forth in Exhibits A and B. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years from the Commencement of Work, ending on June 30, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon written agreement of the parties.

4.2. Notice of Termination. City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

In the event City terminates this Agreement due to nonperformance or substandard performance by Contractor, City may contract or cause to be done any work not completed or satisfactorily completed at the time of termination. In such event, final payment to Contractor will be reduced by the total cost of such work.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents,

employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior

writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Brightview Landscape Services, Inc.
1960 S. Yale Street
Santa Ana, CA 92704
Tel: (714) 546-7843
Attn: Darin Sherlock

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-7499
Attn: Robert Ryan

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection

with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, and hold harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to

indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.14. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings. Headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

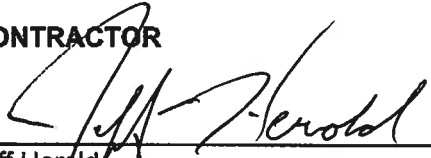
6.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signature page follows.]

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

CONTRACTOR



Jeff Herold
COO/President

Date: 4/20/22

CITY OF COSTA MESA



Lori Ann Farrell Harrison
City Manager

Date: 6/02/2022


ATTEST:



Brenda Green
City Clerk



APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 6/2/22

APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 5/20/22

APPROVED AS TO CONTENT:



Robert Ryan
Project Manager

Date: 5/18/22

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Services Director

Date: 5-19-22

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: May 17, 2022

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

SECTION 1 - GENERAL SPECIFICATIONS

LANDSCAPE AND TURF MAINTENANCE SPECIFICATIONS

1. GENERAL PROVISIONS

A. Scope of Work: The scope of work consists of the complete landscape, irrigation and specialty maintenance of parks, parkways, sports fields, lakes, and facilities within the City of Costa Mesa. The work consists of complete turf maintenance, weeding and edging of ground cover, preventing and controlling weeds in turf, planters and hardscape, trimming of shrubs, application of pesticides, cleaning and maintenance of restrooms, hardscape areas, litter collection and disposal, and other activities normally associated with full service maintenance of municipal parks, recreational facilities and landscaped areas.

B. Locations: See Detailed Pricing Sheets

C. Quality of Work: The Director of Public Services, or his designated representative, shall be the sole judge as to the adequacy and quality of maintenance. Where the Director of Public Services is mentioned in these General Provisions, it shall be noted that his designated representative may act in his behalf regarding administration of this agreement. To ensure consistent quality of the work being performed, the City representative may inspect all areas covered by this contract within 24 hours after work is scheduled to be performed for the month.

Any deficiencies shall be recorded on the Performance Deficiency Notification form, see Attachment 1, and submitted to the contractor for review and corrective action. After the correction period allowed in the Performance Deficiency Notification form has passed, the City represent shall re-inspect the deficient work and complete and submit a Performance Deficiency Status Memo, see Attachment 1, to the Contractor. Any deficiencies not corrected shall result in the value of the work deducted from the monthly payment to the Contractor. The bid prices quoted by the contractor in the Service Area and/or Extra Work Pricing Sheets shall be used to determine the dollar value of any deficiencies.

D. Definitions: All references herein to "City" shall mean the City of Costa Mesa or City's Authorized Representative.

2. CONTRACTOR'S RESPONSIBILITY

A. Experience: Prior to contract award, the successful Proposer for this contract shall be required to demonstrate to the City that he/she can successfully perform maintenance work of the type involved in this contract and possesses suitable equipment to perform the work.

B. Local Office: The Contractor shall maintain a local office with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City. Field facilities that support daily operations must be within fifteen (15) miles of the City.

C. Equipment List: All Proposers must provide a list of equipment they will use to fulfill the contract. The list must include the make, model, year of equipment and whether the equipment is owned or leased. The City reserves the right to determine the capability of the equipment and to reserve acceptance or rejection of deficient equipment.

D. Licenses and Permits: The Contractor shall, prior to submitting a Proposal and during contract period, possess all licenses and permits required for the performance of the work required by this contract. Contractor must possess a Business License for Pest Control and must possess or employ person(s) possessing a valid Pest Control Advisers License and a valid Qualified Applicators License in the required categories. In addition, all persons performing pest control and handling pesticides shall possess a valid Qualified Applicator's Certificate in the applicable category. No Proposal shall be considered from a Proposer who, at the time the Proposal is submitted, is not licensed (C-27) to contract for this project in accordance with the law under provisions of Division 3, Chapter 9, of the Business and Professions Code of the State of California. In the event of a dispute as to the classification of the license required, the opinion of the Contractor's State License Board shall prevail. This requirement is not a mere formality, and it shall not be waived. All vehicle operators performing work on this project shall have a valid State of California driver's license for the class of vehicle being operated and while working in the City have signage on two sides of each truck stating "Authorized Contractor for the City of Costa Mesa"; with Name of Company, Phone number(s) of Company and State Contractor's license number(s). The Contractor shall have a valid City of Costa Mesa business license prior to starting work. **The Proposer shall provide a copy of all required licenses, in their Proposal except for City Business License.**

E. Contractor is an Independent Contractor: The Contractor shall act under the contract as an independent contractor vis-à-vis the City of Costa Mesa and shall not be an agent or employee of the City. The Contractor shall not represent or otherwise hold out itself or any of its subcontractors, directors, officers, partners, employees or agents to be an agent or employee of the City.

F. Indemnification: The Contractor shall indemnify and otherwise hold harmless the City, and its officials, officers, employees, agents and other representatives, from all liability, loss or damage, including reasonable attorney's fees and other costs of defense resulting from damage or injury to persons or property caused, or claimed to have been caused, by acts or omissions of the Contractor or of any of its agents in the course of or in connection with the Contractor's performance under the contract. The parties agree to cooperate fully in the resolution of any claims for such liability, loss, or damage.

G. Compliance with the Law: The Contractor agrees that his performance under the contract shall comply with all applicable laws of the State of California, and any political

subdivision of such state, including without limitation the County of Orange, and the City of Costa Mesa.

H. Equal Employment Opportunity: The Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in imposition of penalties referred to in Labor Code Section 1735.

I. Personnel – Minimum staffing levels, Supervision & Certifications: The Contractor shall furnish a minimum of thirty (30) regular maintenance staff members, three (3) irrigation technicians and two (2) supervisors, Monday through Friday and six (6) maintenance staff members on weekends and Holidays, to complete all work required under this contract during the regular and prescribed hours; and to the standards deemed acceptable to the City's Representative. All such personnel shall be physically able to perform the required work. The Contractor and his employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. They shall be fully clothed in matching, well-maintained, company uniforms; with name of company and employee clearly visible. The City may require the contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City. All personnel working on the City contract must be capable of communicating effectively with City Representative and the public in English.

The Contractor shall notify the City's Representative at least forty-eight (48) hours prior to any staffing level changes that may arise due to training, employee issues, functions or meetings.

Regular staffing shall include the following:

1. Supervision: The Contractor shall assign adequate supervisory personnel to be on site each working day, working regular working hours, for the duration of this contract. The Contractor and the supervisor shall have expertise and experience in comprehensive maintenance of a wide range of municipal facilities, including but not limited to: plant care, irrigation management, pest control, soils, fertilizers, and plant identification. The supervisors must be fluent in the English language (written and spoken), and must be able to communicate effectively with City Representative, the public and subordinate staff. There shall be regular meetings on site with the Contractor and the City to determine progress and to establish areas requiring attention to meet specifications. City shall retain the right to schedule meetings at any frequency.

2. Certification: A Certified Irrigation Technician that will be responsible for irrigation testing, identifying and making any necessary irrigation repairs as well as recommending/requesting specific irrigation scheduling changes. Employees making recommendations or applying pesticides shall be certified by the State of

California Department of Pesticide Regulation and have the required licenses or certificates and Orange County registrations to conduct pesticide application operations.

J. Scheduling of Work: On a monthly basis or more frequently if the City determines it is necessary, the Contractor shall provide a comprehensive schedule for the work to be conducted during the next work period. The schedule shall be of the calendar type and shall list the tasks to be accomplished per site and the number of employees and man-hours that shall be dedicated to the work. The schedule shall also indicate any special work assignments i.e. pesticide application, tree trimming, playground inspections, pressure washing, etc. that shall be conducted.

The schedules shall be submitted to the City five (5) working days prior to the first working day of the month or work period. Failure to submit schedules within the time frame specified shall result in a penalty of \$100 per occurrence, per schedule for each calendar day until schedules are received. The Contractor shall accomplish all normal work required under this contract between the hours of 7:00 a.m. and 3:00 p.m., Monday through Sunday including Holidays. The City may grant, on an individual basis, permission to perform contract maintenance at other hours.

K. Underground Alert: The Contractor shall comply with the requirements of Assembly Bill 73. The law states that, "...every person planning to conduct any excavation is required to contact a regional notification center at least 2 days prior to excavation" Assembly Bill 73 defines excavation as, "any operation in which earth, rock, or other material in the ground is moved, removed or otherwise displaced by means of tools, equipment, or explosives in any of the following ways: grading, trenching, digging, ditching, drilling, auguring, tunneling, scraping, cable or pipe and driving, or any other way.

L. Payment:

1. Monthly Reports: The Contractor shall be paid monthly for work performed satisfactorily under this contract. At the completion of each month, the Contractor shall submit a detailed report of maintenance performed. This report shall be accompanied by a billing in accordance with the contract price for the work performed and shall become the basis for payment. The annual contract amount shall be divided into 12 equal payments.

This is a prevailing wage contract. All Contractor employees must be paid in compliance with all applicable laws and prevailing wage determinations applicable at the time of award or otherwise mandated by changes in laws and/or regulations by Federal and/or State entities with authority over the classifications of workers for this contract. Certified payroll reports for all employees performing work on the contract during the billing period, shall be submitted with each invoice. The Contractor must meet all applicable State and Federal requirements and must be registered with the State Department of Industrial Relations for this project.

2. Payment Withheld: The City may withhold payment to such extent as may be necessary to protect the City from loss due to:

- Work required in the specifications, which is defective, incomplete, or not performed.
- Claims filed or reasonable evidence indicating probable filing of claims.
- Failure of the contractor to make payments properly to subcontractors for materials and labor.

A reasonable doubt that the contract may be completed for the balance then unpaid.
Failure to submit required reports or other documents required by the contract.

3. CONTRACT SITES

See **Detailed Pricing Sheets**

4. ADDITIONS/DELETIONS

The addition or deletion of areas to be maintained may be made by the City with thirty (30) days written notice to the Contractor. To expedite any changes, the Contractor is to complete the Extra Work Bid Form, itemizing all applicable labor and material costs. Any and all such changes shall only be made upon written notification in the form of a change order approved by the Director of Public Services, which shall clearly state the effective date of the change, the adjusted contract amount and the scope of any changes. The contract amount shall be adjusted to reflect the additions or deletions.

5. EMERGENCY CALLS

The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City may be referred to the Contractor for immediate response.

- Contractor shall respond to emergency calls within two (2) hours from time of notification and shall notify the City Representative upon completion of the call out and the work performed.
- Contractor shall designate a person(s) who shall be available to respond to emergency calls 24 hours per day.
- Contractor shall submit telephone number(s) to the City that can be used to obtain emergency service on a 24-hour basis.

Upon arriving at an emergency situation, it shall be the responsibility of the Contractor to eliminate all unsafe conditions which would adversely affect the health, safety or welfare of the public or notify the City Representative if that is not possible.

Failure to respond within two (2) hours of attempt to contact shall result in a \$300 penalty per incident. Failure to respond to an emergency when contacted, shall subject Contractor to any primary or secondary cost arising from said emergencies and may result in termination of contract.

6. SAFETY REQUIREMENTS

All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public, and where applicable, comply with all laws, regulations, and applicable safety standards required by CAL-OSHA, the Work Area Traffic Control Handbook (W.A.T.C.H.) and the State of California Manual of Traffic Controls.

The City reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

A. Hazardous Conditions: The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his/her operations. Any hazardous condition noted by the Contractor, which is not a result of his operations, shall be immediately reported to the City.

B. Spills/Leaks: The Contractor must submit a written plan for the emergency clean-up of any leaks or spillage of hydraulic fluid, oils, pesticides and any other potentially hazardous materials.

C. Traffic Control: During the progress of the work, adequate provision shall be made by the Contractor to accommodate normal traffic over public streets and park roadways so as to cause a minimum of inconvenience to the general public, and shall hold the City harmless from all claims arising from any act or omission on his/her part pertaining to any injury, death or damage to any person or property by reason of any use of any street by anyone while the Contractor is working or has any equipment or barricades thereon. Means of ingress and egress for occupants of property or buildings shall be provided at all times unless otherwise approved by City. Contractor shall notify City Representative of intent to begin work at least five (5) days before work is begun if the work shall include the closure of any traffic lane. The Contractor shall cooperate with local authorities and all other City departments relative to handling traffic through the area and shall make his/her arrangements relative to keeping the working area clear of vehicles. If the work is of a re-occurring nature, a one-time submittal of a traffic control plan shall be completed and approval received prior to the initiation of the work.

When entering or leaving roadways carrying traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. All traffic delineation and work area protection shall conform to the Work Area Traffic Control Handbook (W.A.T.C.H.) and the State of California Manual of Traffic Controls. All lane closures shall require the completion and City approval of a traffic control plan prior to conducting work. **Contractor shall provide a flashing sign arrow board for all lane closures.**

The Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossing through the construction area (W.A.T.C.H.).

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation shall be allowed therefore.

7. SOUND CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances, which apply to any work performed pursuant to the contract. No pruning operations, use of equipment or tools shall begin before 7:00 a.m.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler.

8. WASTE DISPOSAL

City shall provide a refuse and green waste transfer collection area within the City for the handling of all waste generated by this contract. Contractor shall be responsible for the collection, removal and disposal of all trash, debris and green waste generated by landscape maintenance activities as per specifications. The Contractor shall deposit general trash and green waste each day from the contract at the City's transfer site. Additionally, the Contractor shall deposit all generated waste into the appropriate refuse container as provided by the City. The City will coordinate the emptying and tracking of such waste. Contractor shall keep refuse transfer area clean and free of any debris on the ground.

9. PROTECTION AND PRESERVATION OF PROPERTY

The Contractor shall be held responsible for the preservation of all public and private property along and adjacent to the work area, and shall be required to exercise due caution to prevent any damage or injury, thereto, as a consequence of his/her operation. All trees, shrubs, ground covers, fences, warning signals, street signs, walks, walls, structures, stairways or other property shall be adequately protected and should not be removed or disturbed without permission from the City. Any damages resulting from Contractor neglect shall be repaired/replaced at the Contractor's expense.

The Contractor shall be responsible for repairing/replacing any existing plant material or irrigation systems in public or private landscapes damaged during maintenance operations, to their original condition at Contractor expense. Any damage to landscape areas shall be reported to the City immediately.

10. PUBLIC RELATIONS

Contractor shall maintain good public relations at all times. The work shall be conducted in a manner that shall cause the least possible interference or annoyance to the public.

The City of Costa Mesa reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and hold harmless the City of Costa Mesa from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

11. INSPECTIONS

Inspections may be performed by representatives of the City at specified times and/or random visits; during or following times when the Contractor is on site.

All inspections requested by the Contractor shall be requested from the City Representative a minimum of **forty-eight (48) hours** prior to the anticipated inspection.

All work shall meet the approval of the City, or be rectified by the Contractor to a condition that meets acceptance, at no additional cost to the City. If the Contractor calls for inspections and is not ready for the inspections, he/she shall be charged hourly, including travel time for all members of the team of inspectors involved.

12. GENERAL CLEAN-UP

The Contractor is required to insure that all grass clippings, debris, etc. resulting from the landscape maintenance practice shall be thoroughly cleaned up and removed from the work site at the conclusion of the work day. The facility shall be left in an acceptable condition to the City. In the event the site is left in an unsatisfactory condition, the Contractor shall be required to return to the site and correct the unsatisfactory condition.

In the event the Contractor does not correct the condition in a reasonable amount of time, City forces shall be dispatched and the Contractor shall be charged for the work. Repeated violations of this section shall result in termination of the contract. No debris may be left on site or placed in a roadway or drainage structure that is part of or drains to the City's storm water collection system.

13. INCLEMENT WEATHER

During the periods when inclement weather hinders or prevents normal maintenance operations, the Contractor shall adjust his work force in order to accomplish those activities that are not affected by weather as listed below:

The Contractor shall clean drains, gutters, or other drainage structures within contracted maintenance service areas or perform other activities as needed to address weather

related issues. The Contractor shall make available to the City, adequate personnel to assist in any storm related response or damage repair to sites in this contract.

The Contractor shall not work or perform any operations during inclement weather that may cause damage to any landscaped area within the scope of this contract. The Contractor shall the contact City Representative by 7:00 a.m. on any work day when conditions shall/may result in no scheduled work to be performed.

The Contractor shall immediately notify the City Representative when the work force has been removed from the job site due to inclement weather or other reasons.

SECTION 2 – SPECIAL PROVISIONS

1. GENERAL LANDSCAPE MAINTENANCE

Landscape maintenance shall include but not be limited to turf, shrub, groundcover areas, drainage structures and hard surface areas. Maintenance includes the routine mowing, pruning or trimming of turf, shrubs, and groundcover to maintain a neat appearance. Remove weeds that are not controlled by herbicides before size or abundance becomes a cause of complaint. Generally, weeds that exceed 3 inches to 5 inches in height or predominate in a bare area are unacceptable and shall be removed. Keep all areas in a neat, clean, and well maintained condition at all times. Animal feces, broken glass, sharp objects or other materials detrimental to human health shall be removed daily.

Maintain all drainage structures to avoid obstruction at all times. Keep sidewalks and other hard surface areas free of obstructions, water, mud, algae, slime, silt, or other potentially hazardous debris at all times. Keep adjacent plant material from encroaching on to public right-of-way.

2. PLANT GUARANTEE AND/OR REPLACEMENT POLICY

Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants shall be inspected and approved by City prior to installation. All landscape improvements or repairs shall conform to the City of Costa Mesa Landscape Specifications and Details.

3. IRRIGATION

A. Irrigation Repairs: The Contractor shall be responsible for repair of all site irrigation downstream from the water meter beginning with the customer service valve; all pressure main lines, or any equipment in line (flow meters, master valves, etc.), through lateral lines and sprinkler heads; including all irrigation controllers, rain gauges, control and communication wiring. The Contractor shall make all repairs using parts approved by the City's Representative and in accordance with the City's Irrigation Standards found in Attachment 3. Contractor shall notify City Representative of any main line failure within twenty-four (24) hours of occurrence. Non-functioning and unrepairable components (controllers, devices, gear driven rotor sprinkler heads) shall be replaced by the

Contractor at cost of the device plus 15%. The City Representative shall approve all repairs in advance. The Contractor shall not backfill any repairs without inspection by the City, unless authorized by the City Representative.

Damage to irrigation systems caused by the Contractor shall be the responsibility of the Contractor to repair within 48 hours of occurrence, self-discovery or notification by the City. All replacement parts and materials are to be same type and model as original installation, unless a substitute is approved by City Representative. Failure to do so shall result in correction by the Contractor at no additional cost to the City.

B. Irrigation Scheduling and Water Management: The City shall be responsible for the programming of irrigation controllers that are part of the City's Rainmaster or Rain Bird centralized systems. The Contractor shall be responsible for programming all other irrigation controllers.

For changes to irrigation schedules controlled by the City's central irrigation systems, the Contractor shall submit proposed irrigation schedules or a request to change a schedule to the City Representative, two (2) working days in advance of the needed change. City Representative, using information provided by the contractor, shall program the change by the date requested.

The Contractor shall perform inspections and repairs of all irrigation systems within contracted sites on the following schedule:

1. Facilities, Fire Stations, Medians, Parkways, Parks:
 - monthly
2. Sports Fields:
 - 1x/month October thru February
 - 2x/month March thru September

All inspections shall be included in the work schedule and be performed in the presence of the City Representative unless otherwise authorized. All stations on any given controller shall be operated automatically, with the performance of every sprinkler observed and deficiencies noted in writing on a form provided by or approved by the City.

The Contractor shall be responsible for programming each non-centralized irrigation controller in the "off" position during inclement weather. The controller shall be placed in the "off" position the last working day prior to a rain prediction of 40% or greater. Failure to do so shall result in a penalty of \$100 per occurrence per irrigation controller for those observed to not be in the "off" position.

The City shall have final determination as to the appropriate programming of irrigation controllers. Upon discovery, the Contractor shall immediately report any irrigation system malfunctions, vandalism or damage to the City Representative. The Contractor shall be responsible for necessary repairs to irrigation controllers. The City Representative shall inspect and confirm any proposed repairs to irrigation controllers prior to commencement

The Contractor shall furnish the City with copies of all invoicing, with both pricing and quantities listed, for any purchases of Rainbird and/or Hunter Industries Products monthly.

C. Backflow Prevention Devices: The Contractor shall be responsible for testing, repairs and annual re-certification of all backflow prevention devices associated with landscape irrigation systems within their areas of responsibilities. The Contractor shall adhere to the timelines designated by Irvine Ranch Water District (I.R.W.D) and Mesa Consolidated Water District (M.C.W.D) for testing and repairs of each backflow preventer. The City Representative shall inspect and approve all repairs and testing, prior to payment to the Contractor. The Contractor must perform all tests and repairs with an Orange County Certified Backflow tester and a Licensed Plumber. Additionally, all devices must be tested and re-certified whenever a backflow device is installed or repaired. A yearly certification test must be performed on all devices.

The Contractor is responsible for all required testing and repairs, along with required documentation maintained for a period three (3) years, with documentation provided to the City. Repair costs may be invoiced to the City with maximum 15% markup on parts and labor per the Extra Work Pricing. Testing costs are included in the base contract and shall not be invoiced.

D. Irrigation Special Provisions:

- **Water Management:** The Contractor shall manage irrigation water applied to City landscape maintenance areas included in this contract at a rate and quantity which closely matches the actual demands of plant material with little or no runoff. All turf areas shall be irrigated only as required to maintain acceptable growth and appearance without excess usage. Any irrigation water restrictions imposed by the water provider shall be strictly adhered to. Any penalties or fines imposed by the water provider due to the failure of the Contractor to follow restrictions shall be paid by the Contractor

All components of the irrigation system shall be maintained in proper working order, as per manufacturer specifications and this specification. Contractor shall inspect irrigation systems regularly, at a minimum, per the requirements above. In addition, observations shall be made during regular maintenance activities for any apparent concerns; such as broken and/or malfunctioning heads and shall report observations and areas that need repair to the City Representative. All system problems observed shall be repaired immediately upon discovery or within 48 hours if immediate repairs are not practical.

More detailed inspections of system equipment and performance shall be conducted per the specifications throughout the year with a summary report recorded in the maintenance log located within the controller. The maintenance log shall be discussed with the City Representative once per month at the scheduled walk-through/inspection.

This shall comprise all irrigation components that includes but is not limited to back flow prevention devices, main pressure lines, lateral lines, master valves, flow meter valves, sprinkler heads, pressure regulators, pumps, controllers, valves, wiring and rain guards if installed.

- **Irrigation/Operation and Maintenance:** Contractor shall keep all controllers in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance. Contractor shall keep all controller enclosures in good working order. This includes cleaning door panels, vacuuming interiors, pest prevention-eradication, lubrication of hinges, locks, etc. Contractor is responsible for securing the controller cabinet door at all times.
- **Contractor shall adjust all aspects of the irrigation systems in order to:**
 - Provide optimum coverage of landscaped areas.
 - Prevent or minimize runoff and/or erosion.
 - Prevent or minimize water on roadways, facilities (tennis, basketball and handball courts, walkways, trails, fences, private property or other non-landscaped surfaces).
 - Prevent, eliminate and/or limit hazardous conditions.
 - Prevent "flood irrigation"; over irrigating one area to account for coverage deficiency in another area.

All system malfunctions, damage, and obstructions shall be recorded and timely corrective action taken. In addition to specified routine irrigation system testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported; daily, if needed.

Contractor shall correct deficient irrigation systems and equipment as necessary following notification from the City Representative.

The Contractor shall turn off irrigation systems immediately or as directed the City Representative during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices. This is to include weekends and holidays when inclement weather is experienced or predicted. Contractor shall notify the City Representative immediately any time an irrigation system is shut down for any reason.

The Contractor shall monitor, inspect and change or fill barrels for the fertilizer injection systems at the Jack Hammett Sports Complex and at Tewinkle Bark Park on a weekly basis or as directed by the City Representative, to ensure proper operation. The Contractor shall notify the City if the fertilizer injector needs to be serviced or repaired. Repairs will be coordinated by an authorized vendor at City expense. All fertilizer materials will be supplied by the City.

The Contractor shall have full responsibility to ensure watering requirements are met within each City site. Contractor's staff shall be capable of performing repairs, installations and modifications of existing irrigation systems to adequately irrigate all landscaped areas.

The Contractor shall ensure that sprinkler heads are in good operational order, filters are cleaned regularly, drip lines flushed and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, and filter replacements shall be considered as included in the contract price and no additional compensation shall be allowed therefore.

All electrically operated valves shall close completely at the conclusion of the station-watering program. As needed, valves shall be cleaned, repaired and/or replaced promptly to restore proper operation. As part of the base bid, valve boxes shall be kept clean of rocks, soil, debris, and silt to a depth of 2" below the bottom of the valve. The Contractor shall exercise all valves and quick couplers at each site on a monthly basis.

- **Materials:** All replacement materials shall be in accordance with the City's Irrigation Standards found in Attachment 3, unless a substitute is approved by the City Representative. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems. Contractor shall implement repairs in accordance with all warranties. Cost of materials invoiced to the City shall be no greater than the Contractor's actual cost plus a 15% markup.

4. PESTICIDE USE SPECIFICATIONS

The Public Services Department of the City of Costa Mesa solicits and encourages the use of effective alternative pest control measures. Contractor shall follow the City's Integrated Pest Management Plan. The purpose of this integrated pest management (IPM) plan is to guide the use of environmentally sensitive pest management strategies and least harmful control methods in the City of Costa Mesa to enhance the health and safety of the general public; and to protect the environment.

The Goals of the IPM Program for the City of Costa Mesa:

1. Protect human health and the surrounding environment by employing a range of preventative strategies and using least harmful products for pest control and eradication.
2. Inspect and monitor pest populations to enhance control strategies.
3. Minimize the quantity and toxicity of chemicals used for pest management.
4. Minimize environmental impacts by using species-specific pesticides and targeting application areas carefully.
5. Establish clear criteria for acceptable circumstances in which using a pesticide other than a least harmful pesticide is necessary; toxic pesticides shall only be used when there is a threat to public health and safety, or to prevent economic or environmental damage.

City-wide Pest Management Guiding Principles for the City of Costa Mesa:

1. Emphasize use of effective organic pesticides in and on all City properties whenever practical.
2. Limit exposure to any pesticides where children and the general public congregate.
3. Use EPA Level pesticides in a targeted manner, and only if deemed necessary to protect public health and economic impact by a licensed pest control adviser and City staff, when pests cannot be managed by other methods.

All pesticide applications are to be made by a licensed pesticide applicator holding a QAL with the appropriate category for the application at hand. Said person or company is to be currently registered to conduct a pest control business in the State of California and the County of Orange.

Pesticide applications are to be made in strict compliance with the product label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state or federal regulatory agency, or the Public Services Department of the City of Costa Mesa.

Within thirty days of the award of contract, and/or prior to the actual start of work, Contractor shall supply to the City a list of all chemicals proposed to be used in the fulfillment of said contract. No "generic" chemicals shall be allowed for substitution purposes, unless approved by the City Representative.

The most current specimen labels and Material Safety Data Sheets for all listed chemicals shall be supplied at this time and copies of both the P.C.A. recommendations and applicable Pest Control Advisor and Qualified Applicator Licenses or Qualified Applicator Certificates, shall be submitted, as well as documentation of Orange County registration. All above-mentioned items shall be resubmitted in January of each year the Contract is in effect.

City shall be notified in writing of any changes or deviations from the above list. Application of deviated materials shall not be made prior to approval by the City.

A five working day notice in writing shall be given to the City prior to any pesticide application. Notice shall include; name of chemical, area to be treated, rate of chemical, method of application, date and time of day application is to be performed

City must give written consent prior to application of any Category I, or restricted use, pesticide.

A. Required Reports: Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. Copies of all records and reports shall be submitted to the City and Agricultural Commissioner monthly, with the exception of the Notice of Intent

to apply, which shall be submitted prior to application of pesticide. Contractor shall record and maintain accurate records of all pesticide applications. Records to include date, time of day, location, type of chemical, quantity chemical, method of application, and environmental data. A copy of this report shall be submitted to the City by the tenth of each month. Site shall be monitored for pests on a continual basis. Upon discovery, a report shall be submitted to the City. This report shall include the site number, date, identification, extent, and location of pest problems, record of previous control measures, name of inspecting personnel, and proposed control measures if deemed necessary.

The City shall be notified verbally within 48 hours and in writing within 5 working days of the discover of any new pest problems previously unreported and observed by the Contractor.

B. Weed Control of Paved Surfaces: Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in cracks, or expansion joints, within the work site and areas contiguous to the work site (sidewalks or other hardscape).

Hardscape Areas: All designated hardscape shall be inspected and maintained weekly. The Contractor shall maintain all hardscape surfaces "weed and trash free". Should weeds be discovered in excess of a height of 2" the control shall be immediate manual or mechanical removal of the weed. The removal of cigarette butts, sand, bubble-gum, dirt, trash, etc. shall occur for each hardscape during the weekly maintenance.

5. WEED AND PEST CONTROL IN LANDSCAPED AREAS

Control of horticulturally damaging plant pests (insects, diseases, vertebrates, mites, etc.) shall be the responsibility of the Contractor. Contractor shall treat areas within the contract on an as needed basis with EPA registered pesticides to control insects, diseases and/or snails and slugs, as determined by the City and in accordance with the City's IPM program. Written recommendations by a licensed California Agricultural Pest Control Adviser are required to be submitted to the City prior to any application of pesticides. "Control" shall mean the prevention or eradication of any pest to the satisfaction of the City. The City may determine an acceptable level of impact by a pest and adjust the pest control program of the Contractor accordingly. Proper cultural practices shall be a part of the Contractor's pest control program. Failure to prevent, treat, or manage any pest infestation that results in loss of plant material or creates a risk to public health and safety may be remedied by the City at Contractor's expense in the form of a reduction in payment. Posting of the site prior to pesticide applications will be required. Contractor shall supervise the site for the duration of any required re-entry interval or until product is dry, whichever is greater. Posting materials, locations and verbiage shall be approved in advance by City.

A. Landscaped Areas (shrub and ground cover):

Weed control: All landscaped areas shall be treated with an appropriate pre-emergent and post-emergent herbicides herbicide per the Pre-Emergent Schedule, Attachment 2. All areas within boundaries of site, which are not landscaped, shall be treated monthly to eliminate weeds.

Rodent Control: Contractor shall monitor all contracted areas for rodent activity. The Contractor shall apply City approved rodenticides as needed to manage populations to a level acceptable to the City Representative.

Contractor is required to provide written Pest Control Recommendations for each product applied within the City that has an E.P.A. registration number and per DPR Regulations. Contractor shall submit to the City and maintain a copy on-site during any pesticide application, a Material Safety Data Sheet (MSDS) for each product as required by Labor Code Sections 6832 and 6390, General Industrial Safety Order Section 5194 and Title 8, California Administrative Code. Applicators must follow all DPR requirements for posting, personal protective equipment, label information, service container marking, required on-site information, etc., when transporting, mixing/loading, applying or equipment cleaning.

CONTRACTOR IS REQUIRED TO SUPPLY ALL PESTICIDES (INSECTICIDES, MITICIDES, RODENTICIDES, HERBICIDES, ETC.) AND FERTILIZERS NECESSARY TO MEET THE SPECIFICATIONS OF THIS CONTRACT.

B. Shrub Maintenance:

Pruning: All shrubs to be trimmed in a rounded natural shape and proportion, and shall be trimmed so as not to interfere with vehicular and pedestrian clearance, visibility and access, unless otherwise directed by the City Representative. Prune shrubs to encourage healthy growth habits, natural form and proportion, symmetrical appearance and proper vertical and horizontal clearance. Pruning shall be performed as frequently as necessary to maintain shrubs at a height determined by the City Representative, but not less than monthly during periods of active growth.

Shearing: Only those plants specifically designated by the City Representative may be sheared. These plants may also require additional thinning to maintain a healthy look and condition. No square, decorative, 'poodle cuts', bonsai or other unnatural shapes shall be permitted. Fortnight lilies may not be cut with shears. Dead or dying leaves shall be removed individually with hand pruners.

Shearing of plants not designated by the City Representative that results in substantial damage or unsightly results shall result in a penalty of \$100 per occurrence and the replacement of the plant(s) with a 15 gallon-size plant of the same genus and species at the Contractor's expense.

C. Ground Cover Maintenance:

Trimming: All ground cover is to be trimmed so as not to interfere with irrigation operation or to encroach on to private property, hardscape or right-of-way. All dead, diseased and unsightly branches or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain neat edges. All ground cover is to be kept a minimum of 6" from, but not limited to, all trees, shrubs, walls and fences. Unless otherwise directed by City Representative.

D. Fertilizer: Fertilize all ground cover and shrub beds per Fertilizer Schedule, see Attachment 2.

Frequency of Maintenance: The Contractor shall maintain all shrub and groundcover areas per the above specifications, but not less than once each month. Planters are to be maintained in "weed free" condition at all times.

This section does not authorize the Contractor to ignore any other required maintenance activity as stated in this specification. If there is a conflict in specifications, the higher level or more frequent maintenance requirement shall apply.

E. Mulching: The contractor shall be responsible for the addition and maintenance of mulch to all planters and designated areas on a quarterly basis or as directed by the City Representative. This includes the loading, delivery and placement. City to provide mulch at the City Corporation Yard.

F. Turf Maintenance:

Mowing: The Contractor shall mow all turfgrass with properly sharpened and maintained equipment in a manner that ensures a smooth surface without ridges, depressions or scalping. Mowing patterns shall be alternated monthly.

Frequency: Turfgrass shall be mowed **one (1) time per week** during the months of January through September. Turfgrass shall be mowed **every other week** during the months of October through December.

Height: All warm season turfgrasses (except hybrid bermudagrass or seeded hybrid cultivars) shall be cut at 2" throughout the year. Hybrid Bermuda shall be cut at ¾" or as directed by City. All cool season turfgrasses shall be cut at 2" throughout the year. Turfgrass mowing heights may be adjusted by the City during turfgrass renovations, special events, or if deemed necessary to promote the health and vigor of the grass. In general, turf shall be mowed at a height of 2" where a specification is unclear or turf type is in question.

Machine Type: Hybrid and seeded hybrid Bermudagrass cultivars shall be mowed with a reel type mower with a minimum of nine blades, unless otherwise approved by the City Representative. Warm/cool season turf blends may be mowed with rotary or reel type mowers. All Kikuyugrass shall be cut with rotary type mowers, unless otherwise

approved by City. All cool season turfgrasses shall be cut with rotary type mowers. The City encourages the use of mulching mowers whenever possible. Flail mowers may be used on larger turf areas with approval of the City. The use of rotary mowers with clipping collection systems are required for all City facilities (community centers, Civic Center, or other City buildings, medians, parkways or areas where mulching mowers leave an unacceptable amount of clippings behind. The Contractor shall schedule sharpening of reels, back lapping of reels and reel adjustments, on a quarterly basis at a minimum, or more frequently if needed to maintain a high-quality cut.

Clippings: Grass clippings shall be efficiently mulched to leave no visible trace or picked up and removed. At no time shall unsightly clippings be left following mowing operation. Failure to remove excessive clippings on the same day shall result in the issuance of a Deficiency Notice and possible reduction in payment.

Edging: All edges of turf shall be mechanically edged. Turfgrass edging and trimming shall be performed weekly at the time of mowing. All clippings shall be removed before vacating the site. All edging shall be done with a power edger equipped with a steel blade. In certain situations where a string trimmer may be more effective, the City may allow its use. Edging shall be vertical, with no severe angling of the edge or excessive trimming with a string trimmer.

String Trimming: String trimming shall be performed on the same frequency as mowing. Mechanically trim growth using string trimmers around buildings, valve boxes, lamp fixtures, walls and signage, or other items located within turf areas. Extreme care shall be exercised with regard to use of string trimmers to prevent damage to improvements and/or plant material. The contractor shall be responsible for any and all damages caused by the use of string trimmers. String trimmers may not be used around trees. Where trees and shrubs occur in the turf areas, all grass shall be trimmed at a level equal to the mow height. Complete removal of grass may be allowed around the base of trees, but shall not exceed more than 18" from the trunk of the tree and away from the dripline of shrubs.

Weeds: All turfgrass areas shall be kept free of weeds at all times. Weed removal shall consist of complete removal of all weeds including top growth and roots.

G. Fertilizer: Fertilize all turf areas per fertilizer schedule in Attachment 2.

Fertilizer: Fertilizer type and application requirements are listed in Fertilizer Schedule (Attachment 2). This is a minimum requirement. Turfgrass shall be fertilized as needed to maintain a healthy, vigorously growing condition with horticulturally acceptable growth and color, as determined by the City. The Contractor may be required to determine plant nutrient requirements by appropriate methods including soil and/or leaf analysis. The Contractor shall notify the City in writing five (5) working days prior to any fertilizer application. This notification shall include the following:

- Location and date the fertilizer application shall be performed.

- Type of fertilizer along with the application rate and method of application to be used.

The Contractor shall immediately irrigate after each fertilizer application, unless otherwise directed by City and not required by label. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. All fertilizer shall be removed from hardscape and other non-target areas immediately following application. Any damage or streaking of turf shall be repaired at no cost to City. No fertilizer may enter the street or any storm water system.

H. Rodent Control: The Contractor shall monitor rodent activities and control populations in the most efficacious and humane way possible. The Contractor shall notify the Orange County Agricultural Commissioner's Office and the City prior to any use of restricted materials.

I. Turf Reseeding and Restoration of Bare Areas: Contractor shall oversee all damaged or bare areas of turf to re-establish turf to an acceptable quality on a continual basis. This task shall be performed at no additional cost to the City. Reseeded areas shall receive supplemental water by hand or portable sprinkler as needed to establish turf. Topdress, seed and application rate shall be as approved by the City.

J. Renovation: The renovation of approximately 85 acres of turfgrass shall be performed 1 time per year. Median and sports turf shall be the primary areas of service unless otherwise specified by the City representative. Renovation shall be performed during the period between June and August. Turf renovation shall consist of aerification, vertical mowing (dethatching) and fertilization. Ruts, holes, low areas that do not drain, settling and any condition which may be hazardous shall be corrected as part of the renovation process. This task shall be performed at no additional cost to City.

K. Tree Maintenance: Trees fifteen feet (15') or less in height within areas included in this specification shall be maintained by the Contractor. All tree pruning shall be performed per ANSI 9000 standards. Trees shall be pruned once every three years, beginning with Year 1 of the contract, and as needed to address specific concerns. Regardless of pruning cycle; raise trees (remove low limbs) no higher than seven (7) feet above the ground to allow for necessary clearance of pedestrian and to twelve feet (12') when adjacent to a roadway to allow for vehicular circulation. Broken limbs shall be removed by Contractor within 24 hours of notification. Limbs broken in the canopy of trees fifteen feet (15') or less in height shall be removed by the Contractor the same day when notified by the City.

The Contractor shall trim all trees as per the City's trimming policy. The Contractor shall follow all W.A.T.C. H. requirements when working in the public right of way and when deemed appropriate by the City Representative. The Contractor, at times, will be contacted to remove trees/limbs/debris during inclement weather, before and after Contract hours and during normal work hours. All trimmings shall be returned and

disposed of in the 'Green Waste bin' located in the City yard. This work is not restricted to trees of fifteen feet (15') or less.

Under no circumstances will stripping of lower branches (raising up) of younger trees be permitted. When trimming is necessary, lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches may be removed only after the tree is able to stand erect without staking or other support.

All sucker growth at bases of trees or growing from trunk(s) shall be continuously removed as a part of routine maintenance, not only at the time of tree pruning. Remove suckers and/or water sprouts cleanly using the appropriate tool with a sharp blade.

The Contractor shall be responsible for the removal of dead trees with a diameter at standard height (DSH) of 0' to 6' within the maintenance areas. The City's Representative shall be notified of any potential dead trees. The City's Representative shall approve the removal of any tree prior to removal.

The Contractor shall be responsible for the replanting of trees within the City. Trees will be 15-gallon or 24" box container size. The Contractor shall be responsible for the protection of any existing irrigation. The Contractor will immediately repair any damage to existing irrigation using materials as proscribed in the City's Irrigation Standards. Trees shall be double or triple staked depending upon the location of the planting. The Contractor shall be responsible for irrigating the trees for four (4) months following the planting of the tree. The City shall provide the tree(s), stakes, ties and nails.

Tree stakes, ties, and arbor guards shall be checked at least monthly and corrected as needed. Ties shall be adjusted to prevent girdling. Remove stakes, ties, and arbor guards as soon as they are no longer needed. Replace broken stakes as required.

On an as-needed basis, but not less than bi-weekly from May through September, the contractor shall provide supplemental water to newly planted trees within the City that are not on an irrigation system.

SECTION 3 – SPECIAL PROVISIONS PARKS, SPORTSFIELDS, LAKES, AND RECREATIONAL FACILITY MAINTENANCE

PARK MAINTENANCE

All landscape specifications and special provision in above sections shall apply to the maintenance of City parks.

Contractor shall perform specified park maintenance activities to thirty (30) parks, to provide a safe and well maintained site for all who visit Costa Mesa Parks according to the specification and frequencies stated in the following sections.

Unlock entry gates at Canyon Park, Wakeham Park and Fairview Park by 7:00 a.m. daily. Unlock gates to Jack Hammett Sports Complex, TeWinkle Athletic Complex, Bark Park and Skate Park on a schedule as directed by City Representative. Clean, inspect and unlock all park restrooms by 8:00 a.m. daily. Inspect restrooms thoroughly to insure all restroom fixtures and drains are functioning properly.

Inspect daily, all playground equipment, playground surfacing, tot lot sand, shelters, picnic tables, sports courts and walkways to identify any unsafe condition. Report any damage or vandalism or necessary repairs immediately to the appropriate staff person. Secure area with caution tape and install proper signage to warn public of damaged park amenities or dangerous conditions.

Remove daily; sand, glass, debris, or other obstructions from walkways, shelters, playground equipment areas (tot-lots & exercise equipment) and turf.

Remove and dispose of daily, trash receptacle liner from all trash receptacles; pick up litter around trash cans. Replace liner for each trash receptacle throughout the parks system and evaluate each trash can for replacement purposes and relocation of the trash can within the same area to reduce the damage to the turf underneath each trash can.

Prior to the on-set of inclement weather, Contractor shall keep drainage channels and inlet grates within all contract areas clean and free of any debris that might block natural flow of water.

During inclement weather the Contractor shall place sand bags in areas that erosion is or may occur, at the direction of the City Representative.

Playground Inspections: The Contractor shall inspect and certify all playground areas in City parks annually, utilizing a certified National Playground Safety Inspector (NPSI) and shall maintain accurate and current documents and records for the duration of the contract.

Specified park maintenance activities to be performed at the frequency stated below:

Daily Tasks (Includes Weekends and Holidays):

- Turf: inspection, debris and trash removal.
- Planters: inspection, debris and trash removal.
- Graffiti: inspection and reporting.
- Litter Removal: pick up and remove litter.
- Trash Receptacle Service: check daily; remove and replace can liner and remove all trash in proximity to can; clean trash can as needed.

- Shelters: inspect and remove any stickers, tape or staples. Repair when materials become damaged or unsafe to the public.
- Permit Holders: daily inspection; contact City Representative to report damage
- Barbeque Grills: daily inspection; clean as needed; contact City Representative when damaged or unsafe.
- Hot Coal Containers: inspect daily and clean as needed.
- Homeless Encampments: remove and dispose of trash and debris; contact City Representative.
- Playground Equipment: visual inspection daily; report graffiti; contact City Representative when damaged or unsafe.
- Exercise Equipment: inspection, contact City Representative when damaged or unsafe. Tanager and Wimbledon Parks – See Scope of Work – ‘Miscellaneous Facility Maintenance - Special Provisions’.
- Playground Surfacing: inspection, report graffiti; contact City Representative.
- Playground Sand or Wood Chips: inspection and remove trash and debris.
- Monument Signs: inspection, report graffiti.
- Drinking Fountains: inspection, report graffiti, clear drains, repair when damaged or unsafe.
- Restrooms: open and close at specified times; inspection, reporting graffiti, clean fixtures, stock supplies remove trash.
- Restroom Fixtures: inspection; contact City Representative when damaged or unsafe.
- Restroom Doors/Gates: inspection, contact City Representative when damaged or unsafe.
- Restroom lights: inspection, contact City Representative when damaged or unsafe to the public.
- Concrete Walkways & Surfaces: inspection, blow off if needed for safety.
- Drainage Grates: inspection, contact City Representative when damaged or unsafe.
- Kiosks: inspection, contact City Representative when damaged or unsafe.
- Entry Gates/Locks: inspection, contact City Representative when damaged or unsafe.

Weekly Tasks:

- Bollards: repair or replace when damaged or unsafe, City will provide bollards.

- Basketball Backboards, Rims and Nets: inspection, contact City Representative when damaged or unsafe.
- Flags: inspect, contact City Representative when they become faded or damaged.
- Holes in ground: fill in with top soil and tamp down at all parks.
- Light Poles: inspect bulbs, lens covers, ballasts, photo cells or fixtures. Contractor to notify the City Representative when damaged or unsafe. Repairs by City.
- 'Mutt Mitt' Dog Waste Bag Dispensers: re-stock, repair or replace when damaged or unsafe – labor included, City will provide dispensers and 'Mutt Mitts'.
- Park Benches: inspection, contact City Representative when damaged or unsafe.
- Pedestrian Wooden Bridges: safety inspection, City will coordinate repairs as needed.
- Picnic Tables: inspection, replace when damaged or unsafe. City will provide tables.
- Signs and Sign Posts: inspection, contact City Representative when they become damaged or unreadable due to fading.
- Trash Receptacles: repair or replace when damaged or unsafe, City will provide trash cans.
- Tewinkle Skate Park: inspect, remove stickers as needed. Report graffiti, cracked concrete, broken fence or other safety issues to the City Representative.
- Concrete Walkways & Surfaces: blow off.
- Volleyball Nets: inspection, contact City Representative when damaged or unsafe.
- Tewinkle Lakes: Sweep and clear all waterfowl feces from the walking paths surrounding the Tewinkle Lake System and adjacent paths.

Monthly Tasks:

- Sports Lighting – tests and repairs by City.
- Metal Grates in Parks: Inspect replace when damaged or unsafe, City will provide grates.
- Roto-till, rake, add material to fill low spots, redistribute evenly all playground sand and/or wood chips as needed. The City shall supply the material. The Contractor shall be responsible for the loading and transportation of the material from the City Yard to the site.
- Inspect Fences: minor repairs as needed; major repairs by City.

- Trash Can Enclosures: remove litter and broom clean interiors.

Annual Tasks:

- Playground Sand (placement only) for all playground areas.
- Playground Wood Chips (placement only) for all playground areas.
- The City shall supply all the material. The Contractor shall be responsible for the loading and transportation of the material from the City Yard to the site. A Front End Loader may be stored at the City Yard for that purpose.

SOFTBALL AND BASEBALL FIELD MAINTENANCE

Daily Tasks (Includes Weekends and Holidays as Scheduled):

- Contractor shall complete the reoccurring tasks below daily, except when fields are closed due to inclement weather, or otherwise as directed by the City Representative.
- All necessary drag vehicles, equipment (screen drag, rakes, hoses, quick coupler, nozzles, etc.), shall be provided by the Contractor. The City will provide batter's box templates, bases, pitching rubber, chalk, field lining paint, equipment to apply chalk and paint, drying agent, brick dust and mound mix.
- Review scheduled events and determine proper distance of bases for each activity.
- Inspect all fields and adjacent areas for safety concerns.
- Remove any item that may potentially be a safety concern; i.e. broken glass, debris, rocks, etc.
- Report any damage, vandalism or necessary repairs immediately to the City Representative.
- City Representative will provide a weekly schedule for field preparation. Contractor shall prepare only those fields that are to be used each day, and be completely finished with all specified tasks, 1 hour prior to the start of the program. Fields will only be prepared by the Contractor once each day, unless otherwise required by City Representative. Additional field preparation shall be an Extra Charge.
- Hand rake loose material into worn or low areas and smooth (batter's box, base paths, etc.)

- Utilizing in-ground irrigation heads; water infields sufficiently to obtain proper moisture levels for dragging and to prevent the infield mix from getting too dry.
- Screen drag each skinned infield and warning track areas utilizing a utility cart, field groomer or other similar light duty maintenance vehicle.
- Dragging should be performed in figure eight patterns from base to base on softball fields initially, then followed with a circular pattern of increasing radius until the field has been completely groomed. Dragging should only be completed to a distance of 18" from adjacent turf. At the conclusion of dragging, no material shall be pulled into turf; but should be removed with a rake and scoop and disposed of.
- For baseball fields, dragging shall be performed carefully on base paths to insure no infield mix is moved into the turf. Home plate area shall be groomed manually with rakes. Larger area of infield mix on the baseball field shall be dragged in circular motions and upon completion, all dragged material removed as per above. Base lines and turf edges shall be brushed or washed periodically to remove any accumulated brick dust from turf. Monthly minimum frequency.
- Retrieve bases from storage container. Install bases for appropriate distance for each event.
- Apply chalk lines on all skinned infields in a clean, straight, uniform, professional, manner utilizing a guide line anchored at each of the two bases between which the line is to be formed.
- Apply batter's box outlines utilizing forms provided by City.
- Paint foul lines on all turf outfields utilizing appropriate paint materials manufactured for that purpose.
- Lines shall be straight, uniform and of a professional appearance. Paint/chalk provided by City and equipment City provided.
- Lock field gates when preparation is complete.

Monthly

- Scarify all skinned areas with City-approved scarifier manufactured for that purpose.

Other Intervals

- Bases/Base Pegs repair or replace when damaged or unsafe
- Pitching Rubbers: repair or replace when damaged or unsafe.

- Laser Leveling/Grading: annually for each field. Labor assistance only. City to provide specialty service.
- Addition of Infield Mix: annually or as needed.

Ballfield Perimeter Maintenance

Ballfield perimeter maintenance shall be performed daily. Ballfield perimeter maintenance shall be defined as all areas outside the field of play and sideline/dugout areas where coaches, players and others associated with the game gather. Ballfield perimeter maintenance areas shall include but are not limited to bleacher, areas around concession stands, fence lines, warm-up areas, etc. The work that shall be performed on a daily basis shall include picking up trash and debris, blowing off areas/hosing down areas using a high pressure nozzle to remove brick dust, stains and/or all other foreign material, such as sunflower seeds, peanut shells, or other food items, so that all areas, including pavement and landscape areas, are clean.

Daily Outfield Maintenance

Contractor shall conduct a visual check of irrigation to insure that irrigation heads are retracted and are at the proper grade to avoid injury to players who may fall on them and that no "slippery" areas exist. Fill in divots, depressions and all uneven areas with # 20 white silica sand, organic compost mixed with Stover Seed Company "Princess 77" hybrid Bermuda grass seed or other hybrid Bermuda grass seed approved by the City's Representative at the TeWinkle Sports Complex and "La Prima" Bermuda grass seed or other hybrid Bermuda grass seed approved by the City's Representative at The Jack Hammett Sports Complex during the spring/summer and Stover Seed Company "Pro Sportsfields Saline" or other seed approved by the City's Representative for all other sports turf during the fall/winter to re-establish damaged turf areas. Level the grade of infield mix along fence line areas.

Weekly Maintenance

Contractor shall mechanically edge the turf along fence lines and warning tracks to achieve a consistent, straight line and a smooth arc where the infield mix abuts the turf. Level and drag warning track areas using nail drag followed by finishing drag mats. Contractor shall apply new brick dust to fence lines and warning tracks as necessary to maintain consistent 1/2" layer of brick dust in these areas.

Inclement Weather

Following inclement weather, the Contractor shall work diligently to make fields playable and be reopened for play, soon as possible. The Contractor shall use City provided 'Diamond Dry' or an approved equal as directed by the City Representative to address small wet areas in the field of play. In addition, the Contractor shall use hand pumps or any other reasonable method necessary to drain standing water off the field following inclement weather, to speed drying.

Note: The Contractor will be allowed to store materials and equipment directly related to the maintenance of the ballfields within the maintenance compound at TeWinkle Park.

SPORTS TURF MAINTENANCE

The Contractor shall be responsible for removal of all litter and debris prior to mowing of any and all turf areas. All debris or litter caused by or worsened by the mowing operation shall be removed prior to the crew leaving the site. Failure to do so shall result in the issuing of a Deficiency Notice and a deduction from the monthly payment the cost to clean up the debris.

The Contractor shall conduct soil sampling and provide analysis on an annual basis at all City Sports Fields: Davis Field (at Lions Park), Balearic Fields (at Balearic Community Center), Fairview Development Center Fields, Jack Hammett Sports Complex, Tewinkle Athletic Complex. The tests shall be conducted using Simplot Partners or other City approved testing facility and the actual results shall be provided to the City's Representative along with recommendations.

Mowing

Equipment: All sports fields, except the Jack Hammett Sports Complex and the TeWinkle Athletic Complex, shall be mowed with a rotary or flail-type mower. The fields #1, #2, #5 and #6 at the Jack Hammett Sports Complex and all of the Tewinkle Athletic Complex shall be mowed with a reel-type mower that is to be dedicated to those sites. Fields #3 and #4 at the Jack Hammett Sports Complex shall be mowed with a separate dedicated reel-type mower. Maintenance staff for the Los Angeles Chargers shall have access to the dedicated mower during their annual training camp held at the site. All reel-type mowers shall be equipped with minimum nine (9) bladed reels and variable hydrostatic controls, except for the commercial walk behind reel-type mowers used for edge mowing. The infield and wing areas at the Tewinkle Athletic Complex shall be mowed with a walk behind reel-type mower.

All mowers shall be sharp and adjusted properly to provide a clean, even cut at the specified height. All mowers must be thoroughly cleaned prior to arrival on the site. This is to prevent transportation and introduction of noxious weeds into the sports turf. The contractor shall schedule sharpening of reels, back lapping of reels and reel adjustments, on a quarterly basis.

Height of Cut: The City shall determine the height of cut for the particular type of turf, time of season and the amount of use the facility receives. Typically, the height of cut for hybrid Bermuda grass shall be $\frac{1}{2}$ to $\frac{3}{4}$ inch or as specified by the City representative. Typically, the height of cut for all other sports turf shall be 1.5 inches. The approved cutting height shall not be changed without authorization of the City Inspector or representative.

This specification shall take precedence for sports turf mowing where a conflict may be found with another section.

Mowing Pattern and Speed: The Contractor shall change the direction and pattern of mowing each time the facility is mowed. The Contractor shall monthly provide a copy to the City, a calendar with alternate mow patterns, for each mowing. At no time shall the Contractor use the same pattern in consecutive mowing. Ground speed shall be maintained at a level sufficiently slow to prevent Marcelling Effect.

Mowing Frequencies

Unless otherwise specified or directed by the City Representative, mowing frequencies shall be as listed below:

The Jack Hammett Sports Complex and TeWinkle Athletic Complex:

- 2x/month December thru February
- 2x/week March thru September – Tewinkle Athletic Complex
- 3x/week March thru September – Jack Hammett Sports Complex
- 1x/week October thru November

All Other Sports Fields Turf Areas:

- 1x/week January through September
- 2x/month October through December

Disposal of Clippings

Clippings shall be collected and removed at the end of each mowing. No excess clippings shall be left to accumulate on top of any turf areas. Failure to remove excessive clippings on the same day shall result in the issuance of a Deficiency Notice and possible reduction in payment. Mulching mowers may be used upon prior approval by the City Representative.

Edging

Edging shall be performed **at the same frequency as the mowing operations**, with a power edger equipped with a steel blade. All hardscape edges adjacent to turfgrass shall be edged with a power edger as described above. The City may grant permission to use a string trimmer in certain situations where it may be deemed appropriate. The contractor shall remove all clippings and clean all hard surface areas prior to leaving the facility. Blowing debris into shrub or planter areas is permitted. No debris may be blown back on to the freshly mowed turf, into the roadway or any drainage structure that is part of or drains to the City's storm water collection system.

String Trimming

String trimming shall be performed **at the same frequency as the mowing operations.** Mechanically trim turf growth using string trimmers around buildings, valve boxes, lamp fixtures, walls and signage. Extreme care shall be exercised with regard to use of string trimmers to prevent damage to improvements and/or plant material. The contractor shall be responsible for any and all damages caused by the use of string trimmers. String trimmers may not be used around trees. Where trees and shrubs occur in the turf areas, all grass shall be trimmed at a level equal to the mow height, if complete removal of grass is allowed it shall not exceed more than 18" from trunks of the trees and away from the dripline of shrubs. String trimming should not result in the turf being removed to the soil. If such damage occurs, the Contractor shall be responsible for re-seeding, topdressing and manually watering those areas until turf is re-established at no additional cost to the City.

Rodent Control

Same requirements as general landscape areas.

JACK HAMMETT SPORTS COMPLEX – SPECIAL PROVISIONS

Annual Turf Renovation

The Contractor shall be responsible for the renovation of the turf at the Jack Hammett Sports Complex once each year on an annual basis. Tasks to occur during scheduled Renovation Closure Times. Closure times to be determined by the City's Representative.

The Contractor shall be responsible for the following tasks:

- Changing of all locks at the facility – locks to be provided by the City.
- Removal of all trash cans and soccer goals - from the playing surface. Soccer goals and trash cans shall be removed from the field and secured in an on-site location to be determined by the City's Representative.
- Rope off all open access points to the sports fields using yellow rope and orange flagging tape.
- Dethatch – Approximately 14.7 acres of turf in and around the Complex.
- Deep Tine Aerate - approximately ten (10) acres of playing surface one (1) time per year using equipment and methodology approved by the City's Representative. The schedule will coincide with the Rest and Renovation Schedule to be provided by the City's Representative and will include:
 - Pre and post irrigation inspections
 - Painting/marketing of all irrigation components prior to service
- Top Dress - approximately ten (10) acres of playing service with an 80/20 sand/organic mix that must be approved by the City's Representative.

- Re-Sod - up to 12,000 square feet (areas to be determined by the City's Representative). Including:
 - Turf removal
 - Soil preparation/leveling/grading
 - The purchase of up to 12,000 square feet of hybrid Bermuda sod. The sod must be approved by the City's Representative.
 - Installation of up to 12,000 square feet of sod.
 - The scheduling of irrigation and hand watering to ensure establishment of newly sodded areas.
- Overseed – up to 12,000 square feet (areas to be determined by the City's Representative). Including:
 - Soil preparation/leveling/grading
 - The purchase of hybrid Bermuda seed and top dressing material to cover up to 12,000 square feet. The seed and top dressing material must be pre-approved by the City's Representative.
 - Application of Bermuda seed and additional top dressing material.
 - The scheduling of irrigation and hand watering to ensure establishment of newly seeded areas during the duration of the Renovation Closure and until the new seed has been established.

TEWINKLE ATHLETIC COMPLEX – SPECIAL PROVISIONS

Annual Turf Renovation

The Contractor shall be responsible for the renovation of the turf at the Tewinkle Athletic Complex on an annual basis. Tasks to occur during scheduled Renovation Closure Times. Closure times to be determined by the City's Representative.

The Contractor shall be responsible for the following tasks:

- Changing of all locks at the facility – locks to be provided by the City.
- Dethatch – approximately five (5) acres of turf in and around the Complex.
- Deep Tine Aerate - approximately five (5) acres of playing surface two (2) times per year using equipment and methodology approved by the City's Representative. The schedule will coincide with the Rest and Renovation Schedule to be provided by the City's Representative and will include:
 - Pre and post irrigation inspections
 - Painting/marketing of all irrigation components prior to service
- Top Dress - approximately five (5) acres of playing surface with an 80/20 sand/organic mix that must be approved by the City's Representative.

- Re-sod - up to 4,000 square feet around infield, base paths, and foul lines (areas to be determined by the City's Representative). Including:
 - Old turf removal
 - Soil preparation/leveling/grading
 - The purchase of up to 4,000 square feet of hybrid Bermuda sod. The sod must be approved by the City's Representative.
 - Installation of up to 4,000 square feet of sod.
 - The scheduling of irrigation and hand watering to ensure establishment of newly sodded areas.
- Over Seed - approximately 2,000 square feet (areas to be determined by the City's Representative). Including:
 - Soil preparation/leveling/grading
 - The purchase of hybrid Bermuda seed and top dressing material to cover up to 2,000 square feet. The seed and top dressing material must be pre-approved by the City's Representative.
 - Application of Bermuda seed and additional top dressing material.
 - The scheduling of irrigation and hand watering to ensure establishment of newly seeded areas.

DAVIS FIELD, FAIRVIEW DEVELOPMENT CENTER FIELDS AND BALEARIC SOCCER FIELDS SPECIAL PROVISIONS

Annual Turf Renovation

The Contractor shall be responsible for the renovation of the turf at Davis Field, Fairview Development Center Fields and the Balearic Soccer Fields on an annual basis. Tasks to occur during scheduled Renovation Closure Times. Closure times to be determined by the City's Representative.

The Contractor shall be responsible for the following tasks:

- Changing of all locks at the facilities – locks to be provided by the City.
- Removal of all trash cans and soccer goals from the playing surface. Soccer goals and trash cans will be removed from the field and secured in an on-site location to be determined by the City's Representative.
- Dethatch – Approximately sixteen and one-half (16.5) acres of turf.
- Deep Tine Aerate - approximately sixteen and one-half (16.5) acres of turf one (1) time per year. Schedule will coincide with the Rest and Renovation Schedule to be provided by the City's Representative and will include:
 - Pre and post irrigation inspections

- Painting/marketing of all irrigation components prior to service
- Top Dress - approximately sixteen and one-half (16.5) acres of playing surface with an 80/20 sand/organic mix that must be approved by the City's Representative.
- Over Seed - approximately 10,000 square feet (areas to be determined by the City's Representative). Including:
 - Soil preparation/leveling/grading
 - The purchase of hybrid Bermuda seed, perennial rye seed, annual rye seed and top dressing material to cover up to 10,000 square feet. The seed and topdressing material must be pre-approved by the City's Representative.
 - Application of seed and additional topdressing material.
 - The scheduling of irrigation and hand watering to ensure establishment of newly seeded areas.

FAIRVIEW PARK TURF – SPECIAL PROVISIONS

The Contractor shall conduct soil sampling and provide analysis on an annual basis. The tests shall be conducted using Simplot Partners or a City-approved methodology and testing facility and the actual results shall be provided to the City's Representative along with recommendations.

Annual Turf Renovation

The Contractor shall be responsible for the renovation of the turf at Fairview Park on an annual basis. Annual Turf Renovation Tasks to occur following special events. Dates to be determined by the City's Representative.

The Contractor shall be responsible for the following tasks:

- Dethatch – Up to eleven and one half (11.5) acres of turf.
- Deep Tine Aerate - Up to eleven and one half (11.5) acres of turf one (1) time per year. Schedule to be provided by the City's Representative and will include:
 - Pre and post irrigation inspections
 - Painting/marketing of all irrigation components prior to service
- Topdress - Up to eleven and a half (11.5) acres of turf with an 80/20 sand/organic mix that must be approved by the City's Representative.

- Over Seed - approximately 5,000 square feet (areas to be determined by the City's Representative). Including:
 - Soil preparation/leveling/grading
 - The purchase of improved common Bermuda seed, perennial rye seed, annual rye seed and top dressing material to cover up to 5,000 square feet. The seed and top dressing material must be pre-approved by the City's Representative.
 - Application of seed and additional top dressing material.
 - The scheduling of irrigation and hand watering to ensure establishment of newly seeded areas.

GATE AND RESTROOM UNLOCKING - SPECIAL PROVISIONS

Pedestrian and vehicle gates accessing the following parks shall be opened daily by the time specified, unless otherwise directed by the City Representative:

- Canyon Park: 8:00 a.m.
- Fairview Park: 7:00 a.m.
- Wakeham Park: 8:00 a.m.
- Jack Hammett Sports Complex (by Recreation Staff)
- TeWinkle Athletic Complex (gates by Recreation and restrooms by Brightview Staff)
- Bark Park Pedestrian gates (4): 7:30 a.m. (closed Wednesdays)
- Skate Park Pedestrian gates 7:30 am daily, 11 am on Tuesdays
- All park restrooms shall be opened by 8:00 a.m.

Restrooms to be unlocked daily at the following locations:

- **Del Mesa Park**
- **Estancia Park**
- **Fairview Park**
- **Heller Park**
- **Lions Park Main restroom**
- **Lions Park at Davis Field (by Recreation staff)**
- **Shiffer Park**
- **Smallwood Park**
- **TeWinkle Park, Four (4) restroom buildings (Restroom #2 to be opened on weekends only)**
- **The Jack Hammett Sports Complex (by Recreation staff)**
- **Vista Park**
- **Wakeham Park**
- **Wilson Park**

MISCELLANEOUS FACILITIES MAINTENANCE – SPECIAL PROVISIONS

City Hall – Scope of Work

Daily Tasks (Monday thru Friday only):

- Pick up and remove litter
- Blow or sweep all walkways surrounding the building to remove debris, leaves and trash.
- Check communication status from irrigation controllers (3) to Rainbird Centralized System
- Shut off isolation valves and backflow devices as needed for Special Events

Weekly Tasks:

- Remove sucker growth and water sprouts from all trees
- Water plants and trees in distress by hand
- Remove leaves and debris from glass pond and hand tamp to even out surface
- Adjust all irrigation programs as needed on the centralized computer and the onsite battery operated controllers (2)

Monthly Tasks:

- Inspect and maintain juvenile trees: inspect tree stakes, ties, arbor guards, raise, remove dead wood, aerate, fertilize and water as needed
- Trim shrubs, plants and ground cover in Demonstration Gardens around building
- Full irrigation system inspection
- Adjust, repair or replace irrigation sprinkler heads and nozzles
- Remove all weeds from planters, walkways and hardscapes

Quarterly:

- Fertilize Demonstration Gardens
- Manage the canopy on the Yellow Bells trees on the East side of Council Chambers and the Orchid trees on the Southwest corner of City Hall below the overhead ceiling.

Yearly:

The Contractor shall be responsible for the renovation of the turf at City Hall one time, on an annual basis. Annual Turf Renovation Tasks to occur following special events. Date to be determined by the City's Representative.

The Contractor shall be responsible for the following tasks:

- Scalp cut and remove clippings for approximately 21,750 sq. ft. (1/2 acre) of turf. Include haul away of any clippings and debris to the City Yard.
- Aerate in two (2) directions approximately 21,750 sq. ft. (1/2 acre) of turf using a City approved aerator, with 1/2" hollow tines. Contractor shall mark all irrigation components and other potential hazards prior to the aeration.
- Overseed approximately 21,750 square feet (1/2 acre) Including:
 - Soil preparation/leveling/grading
 - The purchase of hybrid Bermuda seed, perennial rye seed, annual rye seed and top dressing material to cover up to 21,750 square feet. (1/2 acre) The seed and top dressing material must be pre-approved by the City's Representative.
 - Application of seed and additional top dressing material.
 - The scheduling of irrigation and hand watering to ensure establishment of newly seeded areas.
 - Top dress up to 21,750 sq. ft. (1/2 acre) of turf with an 80/20 mix (80% sand and 20% organic material). Labor and material. Material is to be approved by the City's Representative.

TeWinkle Skate Park Special Provisions

Daily (Includes weekends and Holidays):

The tasks below are to be performed inside the perimeter fence of the Skate Park:

Unlock facility for use by public by: 7:30 a.m. daily, except Tuesday – open at 11:00 a.m.

Prior to opening:

- Pick-up and dispose of litter
- Blow clean, the entire facility, with leaf blower.
- Remove any remaining debris and dispose of.
- Check landscape conditions; report any problems to City Representative
- Empty trash cans.
- Inspect facility for standing water, glass or other debris.
- Inspect for Graffiti; report any discovered to City Representative.
- Inspect for Stickers, remove; report any discovered to City Representative.

- Inspect for concrete damage; report any discovered to City Representative.
- Inspect fence for any damage or safety concerns; report problems to City Representative.
- Skate surface shall be maintained free of dirt, weeds, debris, etc. on a daily basis.
- Complete City provided inspection log.

If water is observed in the skate area; Contractor shall remove the water prior to opening to the public. If the quantity or area of water is too large to effectively mitigate; Contractor shall notify the City Representative immediately for direction and should not open the facility to the public until authorized to do so.

Report any problems or deficiencies to the City Representative.

Monthly:

- On the first Tuesday of each month Contractor shall high pressure wash all concrete surfaces inside the fence.
- On the first Tuesday of each month Contractor shall high pressure wash all concrete surfaces around the immediate exterior fence; including the perimeter sidewalks and bleachers to remove dirt, gum, food stains.
- Contractor shall insure the entire park is dry and safe prior to opening.

AT&T CABINET SITES – SPECIAL PROVISIONS

- Contractor shall water all plants, at non-irrigated sites – weekly April through October
- Contractor shall water all plants, at non-irrigated sites – monthly November through March
- Contractor shall trim all plants bi-monthly or as needed to maintain clear of sidewalks and no taller than six inches (6") above the cabinets they are screening
- Contractor shall replace dead plants (as needed).
- Contractor shall remove all weeds mechanically or chemically (as needed).
- Contractor shall fertilize plants – every three (3) months with the appropriate fertilizer.
- Contractor shall perform rodent control (as needed).
- Contractor shall replenish mulch at all sites (as needed).
- Contractor shall replace damaged weed control fabric (as needed).
- Contractor shall report any damage or issues on a weekly basis.
- Contractor shall be responsible for reporting graffiti to the City Representative
- Contractor shall be responsible for weeding, fertilization, plant removal and installation, mulch installation and graffiti reporting at sixty (60) AT&T Cabinet Sites.

Note: Replacement plants shall be *Ligustrum japonicum* - fifteen (15) gallon container size

Special Events Support

The Contractor shall provide labor for special events within the City on an as-needed basis. The amount and skill level is dependent upon the needs of the events. It is estimated that there may be up to fifteen (15) special events requiring approximately 200 man-hours of labor. Contractor shall provide an hourly rate and bid amount based on 200 man-hours.

PLAYGROUND MAINTENANCE– SPECIAL PROVISIONS

The Contractor shall inspect each piece of play and/or exercise equipment in all City parks where applicable (twenty-six locations), annually for compliance with International Playground Equipment Manufacturers Association (IPEMA) and Consumer Product Safety Commission (CPSC) guidelines. Inspections and documentation shall be completed by a National Recreation and Parks Association (NRPA) Certified Playground Inspector. Documentation of required inspection for each piece of playground and exercise equipment shall be furnished to the City Representative by February 1st of each year.

Necessary repairs, upgrades or required alterations to playground equipment shall comply with the regulations mandated by state law and shall be compensated by the City at the hourly labor rate provided in the Attachment B, Cost Proposal, Detailed Pricing Sheet Extra Work, with all parts to be invoiced to the City at Contractor's cost plus an additional 15% mark up.

Below is a list of all playground structures located in the City's Parks:

1. Balearic Center – 2 playground structures.
2. Brentwood Park – 1 playground structure.
3. Canyon Park – 1 playground structure.
4. Del Mesa Park – 1 playground structure.
5. Gisler Park – 1 playground structure.
6. Harper Park – 1 playground structure.
7. Heller Park – 1 playground structure..
8. Jordan Park – 1 playground structure
9. Ketchum-Libolt Park – 1 playground structure.
10. Lindbergh Park – 1 playground structure.
11. Lions Park –2 playground structure.

12. Marina View Park – 1 playground structure.
13. Mesa Verde Park – 1 playground structure.
14. Moon Park – 1 playground structure.
15. Perez Park – 1 playground structure.
16. Pinkley Park – 1 playground structure.
17. Shalimar Park – 1 playground structure.
18. Shiffer Park – 2 playground structures.
19. Smallwood Park – 1 playground structure.
20. Tanager Park – 1 playground structure.
21. TeWinkle Park – 1 playground structure.
22. Vista Park – 1 playground structure.
23. Wakeham Park – 1 playground structure.
24. Wimbledon Park – 1 playground structure.
25. Wimbledon Park – 9 exercise equipment.
26. Wilson Park – 1 playground structure.

Exercise Equipment – Scope of Work for Tanager and Wimbledon Parks

Daily Tasks (Includes weekends and Holidays):

- Inspect for visible cracks, bending, warping, rusting, sharp edges, loose nuts or bolts or any other visible safety hazard of equipment component or hardware and report to City Representative.
- Broken equipment shall be taken out of service immediately, post signs and secure using caution tape, barricades or delineators and report to City Representative.
- Remove trash or broken glass, tripping hazards such as roots, rocks or holes
- Report graffiti to City Representative.

Weekly Tasks:

- Inspect for exposed ends on exercise and play equipment with missing caps or covers
- Inspect for and repair visible concrete footings around equipment that may be cracked or loose in the ground
- Inspect tread on steps, worn or loose seats

Monthly Tasks:

- Inspect and recommend replacement of any worn or deficient equipment and hardware

SPORT COURT MAINTENANCE – SPECIAL PROVISIONS

Contractor shall clean all sport courts (concrete courts with or without coatings and/or painted lines) located in City parks. Surface shall be cleaned of debris (blown with leaf blower) daily, Monday through Friday only. Courts and fence lines shall be maintained free of dirt, weeds, debris, etc.

Below is a list of all sports courts located in City parks:

- | | |
|--------------------|----------------------------------|
| 1. Balearic Center | Basketball courts – Asphalt |
| 2. Del Mesa Park | Basketball court – Surfaced |
| 3. Del Mesa Park | Volleyball court – Sand |
| 4. Gisler Park | Volleyball court – Sand |
| 5. Shiffer Park | Basketball court – Surfaced |
| 6. Shiffer Park | Handball court – Surfaced |
| 7. Tanager Park | Basketball courts – Surfaced (2) |
| 8. Tanager Park | Volleyball court – Sand |
| 9. Tanager Park | Volleyball court – Surfaced |
| 10. Wakeham Park | Basketball court – Surfaced |
| 11. Wimbledon Park | Basketball court – Surfaced |

OPEN SPACE VEGETATION MANAGEMENT– SPECIAL PROVISIONS

Contractor shall provide open space vegetation mowing on scheduled and on an as-needed basis. A flail type cutting unit or a rotary brush cutting unit may be utilized. Cutting height shall be no greater than six inches (6") unless otherwise directed by City Representative.

Scheduled Flail Mowing: The Contractor shall be responsible for the mowing of approximately seventy (70) acres of open areas per the locations listed below. This work shall be performed twice per year. Scheduling shall be determined by the City's Representative.

- **Fairview Park** – mow all open areas north of the Train Station on east side and north of the channel on West side. Approximately fifty (50) acres.
- **Canyon Park** – mow all open meadow areas. Approximately twenty (20) acres.

Contractor acknowledges that the City will coordinate a bird nesting survey prior to any mowing services that are to be performed during bird nesting season, unless an imminent danger is identified by the Costa Mesa Fire Marshal or Costa Mesa Fire Chief. Prior to the performance of any mowing services, the City's contracted biologist will review the mowing area and identify and mark bird nesting areas and native plants. Contractor will be responsible for avoiding and protecting all marked areas and plants. Contractor shall not schedule or perform any work at these locations unless approved by the City's Representative.

MEDIANS

1. All specifications previously listed for Shrub, Groundcover and General Turf Maintenance shall apply to Median Service Areas. In addition to landscape and turf maintenance the Contractor is responsible for the maintenance of all hard surface areas such as curbs, gutters, concrete safety strips, sidewalks and patterned concrete surfaces, which are part of the median.
2. All hard surface areas on all medians shall be inspected weekly and maintained in a neat, clean, and safe condition at all times. The hard surface areas shall be kept "weed free" at all times.
3. All hard surface areas shall be cleaned monthly to remove all deposits of litter, silt, sand, dirt, weeds, grass or other debris. The use of vacuums is required for the monthly service on all hardscape areas on the medians. All materials shall be removed from the site and be properly disposed of by the Contractor.
4. Plant material shall not be allowed to obstruct any site line of vehicular traffic, and shall be kept below thirty-six (36") in height as measured from the road surface in

any area where traffic site lines may be impacted. City Representative may provide direction as requested for proper maintenance.

5. Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in turf, planters, cracks, curbs and gutters, or expansion joints, and areas contiguous to the City landscape.
6. All maintenance personnel shall wear safety vests while working in the public right-of-way and when working on medians, and at no time shall work be performed in the roadway without City approved Traffic Control Plan and all required traffic control signage in place.
7. Contractor is responsible for insuring that all median maintenance is performed in a safe manner and that no hazard is created by such operation.

MISCELLANEOUS AREAS – SPECIAL PROVISIONS

1. All general landscape maintenance specifications shall apply to the maintenance of Miscellaneous Areas where applicable, unless otherwise specified below.
2. Special Work Provisions for each site below are listed under Item #3 this section:
 - o Limited Landscape Maintenance

Joann Street Bike Trail and Cornerstone Bike Trail – Placentia Ave. to north of Merrimac Way.

In addition to the general landscape maintenance specifications, the Joann Bike Trail and Cornerstone Bike Trail area must be serviced daily:

- Inspect trail for graffiti, large item debris and report to the City Representative
- Inspect bollards and report any broken or missing bollards to the City Representative
- Inspect all fences and report any issues to the City Representative
- Remove litter, trash, debris, dog feces throughout the site.
- Service any trash cans. Remove and replace liners
- Maintain DG portions of the trail. Replace and compact DG as needed.

Arlington Bike Trail – Arlington Avenue, south side from Fairview Road to Newport Boulevard.

In addition to the general landscape maintenance specifications, the Arlington Bike Trail area must be serviced daily:

- Inspect trail for graffiti and report to the City Representative
- Remove litter, trash, debris, dog feces from the trail and throughout the site.

- Service any trash cans. Remove and replace liners
- Maintain DG portions of the trail. Replace and compact DG as needed.

Adams Ave. – Santa Ana River Bridge to approx. 500' before Mesa Verde Dr. East

Sidewalk (south side) & Unpaved right-of-way and sidewalk (north side)
Maintenance

Contractor shall remove litter, leaves or other debris and weeds from the sidewalk and blow clean with a leaf blower once per month. No material may be deposited in the street.

Contractor shall remove litter, leaves, sucker growth, debris and weeds from the unpaved right-of-way on the north side of the street twice per month. No leaf blower shall be used.

Fairview Rd. – Wilson St. to north end of I-405 overpass

Sidewalk maintenance (east & west side)

Contractor shall remove litter, leaves or other debris and weeds from the sidewalk and blow clean with a leaf blower twice per month. No material may be deposited in the street.

Contractor shall inspect and service the stand alone trash can near the northeast corner of Fairview Road and El Camino/Adams Avenue three (3) times per week.

- Trash can liner shall be removed and replaced with a new liner.
- Inspect can for any missing components, damage or graffiti. Report issues to City Representative.
- Replace any missing components. City to provide components.

Placentia Avenue. – Swan Drive/Swan Circle to Adams Avenue

Sidewalk and dirt parkway maintenance (east & west side)

Contractor shall remove litter, leaves or other debris and weeds from the sidewalk and dirt parkway and blow clean with a leaf blower twice per month. No material may be deposited in the street.

Sunflower Avenue – Fairview Road to Bear Road

Sidewalk maintenance (both sides of the street)

Contractor shall remove litter, leaves or other debris and weeds from the sidewalk and blow clean with a leaf blower twice per month. No material may be deposited in the street.

Whittier Avenue. – 19th Street to Parkhill Drive (West side)

Sidewalk cleanup as needed.

Contractor shall remove litter, leaves or other debris and weeds from the sidewalk and blow clean with a leaf blower twice per month. No material may be deposited in the street.

Wilson Street – Republic to Governor

Sidewalk and vine maintenance (north side)

Contractor shall remove litter, leaves or other debris and weeds from the sidewalk and tree wells and blow clean with a leaf blower twice per month. The plant material on the wall will be trimmed once per month. No material may be deposited in the street.

Fairview Rd. – North & East of I-405 off ramp

Unpaved right-of-way maintenance (slope area)

One time each month Contractor shall remove litter, debris and string trim or otherwise cut weeds to a height not to exceed four inches (4"). Debris generated from weed abatement shall be removed at the time of service. Clean any debris from the sidewalk adjacent to the site and blow clean with a leaf blower. No material may be deposited in the street.

As an alternative to string trimming, appropriate herbicides may be utilized to control weeds at a height not to exceed four inches (4").

AT&T Cabinet Locations

- Contractor shall perform weeding, fertilization, dead plant removal and new plant installation, mulch installation and graffiti reporting at fifty-five (55) AT&T Cabinet sites.
- Contractor shall water all plants, at non irrigated sites weekly April through October or as needed.
- Contractor shall water all plants, at non irrigated sites monthly November through March or as needed.
- Contractor shall shear plants as needed to maintain height below five feet (5') and to maintain acceptable appearance.
- Contractor shall replace dead plants as needed. Replacement plants shall be *Ligustrum japonicum* - Fifteen (15) gallon container size.
- Contractor shall remove all weeds mechanically or chemically.
- Contractor shall fertilize plants – every three (3) months with the appropriate fertilizer.
- Contractor shall perform rodent control as needed to eradicate pests.
- Contractor shall replenish mulch as needed to maintain 100% coverage of the soil.
- Contractor shall replace damaged black weed fabric as needed.
- Contractor shall report to the City Representative any damage, vandalism, graffiti or other maintenance issues on a weekly basis.

AT&T Locations:

| Site# | Location | Site# | Location |
|--------------|-----------------------------|--------------|-----------------------|
| 1 | 619 W. 18 th St. | 30 | 1510 Orange Ave. |
| 2 | 201 E. 19 th St. | 31 | 1600 Orange Ave. |
| 3 | 850 W. 19 th St. | 32 | 1829 Orange Ave. |
| 4 | 183 W. 20 th St. | 33 | 2035 Orange Ave. |
| 5 | 278 W. 20 th St. | 34 | 2158 Orange Ave. |
| 6 | 290 22 nd St. | 35 | 2204 Orange Ave. |
| 7 | 217 23 rd St. | 36 | 2348 Orange Ave. |
| 8 | 1886 Anaheim Ave. | 37 | 740 Paularino Ave. |
| 9 | 1912 Anaheim Ave. | 38 | 910 Paularino Ave. |
| 10 | 295 Avocado St. | 39 | 993 Paularino Ave. |
| 11 | 1302 Baker St. | 40 | 565 Plumber St. |
| 12 | 1639 Baker St. | 41 | 1825 Pomona Ave. |
| 13 | 1446 Bristol St. | 42 | 2701 Presidio Ave. |
| 14 | 105 Fair Dr. | 43 | 1678 Santa Ana Ave. |
| 15 | 108 Fair Dr. | 44 | 1775 Santa Ana Ave. |
| 16 | 371 Fair Dr. | 45 | 1801 Santa Ana Ave. |
| 17 | 372 Fair Dr. | 46 | 162 Santa Isabel |
| 18 | 2511 Fairway Dr. | 47 | 378 Santa Isabel |
| 19 | 2603 Fairway Dr. | 48 | 970 South Coast Drive |
| 20 | 1240 Gisler Ave. | 49 | 1792 Tustin Ave. |
| 21 | 1654 Gisler Ave. | 50 | 522 Victoria St. |
| 22 | 1735 Gisler Ave. | 51 | 2095 Westminster |
| 23 | 1735 Gisler Ave. | 52 | 465 W. Wilson St. |
| 24 | 1768 Gisler Ave. | 53 | 528 W. Wilson St. |
| 25 | 2240 Meyer Pl. | 54 | 562 W. Wilson St. |
| 26 | 2995 Mesa Verde Dr. | 55 | 3498 Wimbledon |
| 27 | 1901 Monrovia Ave. | | |
| 28 | 196 Monte Vista Ave. | | |
| 29 | 1542 Nutmeg Pl. | | |

Cadillac Bicycle Trail
Limited Landscape Maintenance

One time each month Contractor shall remove litter, debris and weeds. Debris generated from weed abatement shall be removed at the time of service. Clean any debris from the bicycle trail and sidewalk adjacent to the site, blow clean with a leaf blower. No material may be deposited in the street.

As an alternative to string trimming, appropriate herbicides may be utilized to control weeds at a height not to exceed three inches (3").

Contractor shall shear plants as needed to maintain height below five feet (5') and to maintain acceptable appearance.

Elden Avenue Right-of-way
Limited Landscape Maintenance

One time each month Contractor shall remove litter, debris and weeds from right-of-way. Debris generated from weed abatement shall be removed at the time of service. Clean any debris from the street adjacent to the site and blow clean with a leaf blower. No material may be deposited in the street. Apply mulch (City provided) as needed to maintain 100% soil coverage. Site may be treated with a pre-emergent or post-emergent herbicide at the Contractor's expense to reduce required work, but will not result in reduced maintenance frequency.

One time each month Contractor shall cut all shrubs, vines or other vegetation back to the vertical extension of the curb face. Trees are excluded. All debris shall be removed per above paragraph.

Monaco Terrace
Limited Landscape Maintenance

One time each month Contractor shall remove litter, debris and weeds from site. Debris generated from weed abatement shall be removed at the time of service. Clean any debris from the street adjacent to the site and blow clean with a leaf blower. No material may be deposited in the street. Apply mulch (City provided) as needed to maintain 100% soil coverage. Site may be treated with a pre-emergent or post-emergent herbicide at the Contractor's expense to reduce required work, but will not result in reduced maintenance frequency.

One time each month Contractor shall cut all shrubs, vines or other vegetation back to the vertical extension of the curb face. Trees are excluded. All debris shall be removed per above paragraph.

Rue de Cannes
Limited Landscape Maintenance

One time each month Contractor shall remove litter, debris and weeds from site. Debris generated from weed abatement shall be removed at the time of service. Clean any debris from the street adjacent to the site and blow clean with a leaf blower. No material may be deposited in the street. Apply mulch (City provided) as needed to

maintain 100% soil coverage. Site may be treated with a pre-emergent or post-emergent herbicide at the Contractor's expense to reduce required work, but will not result in reduced maintenance frequency.

One time each month Contractor shall trim all shrubs to maintain an acceptable appearance. Trees are excluded. All debris shall be removed per above paragraph.

Canary Drive Slope – Slope adjacent to the stairs at the south end of the street.
Limited Landscape Maintenance

One time each month Contractor shall remove litter, debris and weeds from site. Debris generated from weed abatement shall be removed at the time of service. Clean any debris from the stairs, sidewalk and street adjacent to the site and blow clean with a leaf blower. No material may be deposited in the street. Apply mulch (City provided) as needed to maintain 100% soil coverage. Site may be treated with a pre-emergent or post-emergent herbicide at the Contractor's expense to reduce required work, but will not result in reduced maintenance frequency.

One time each month Contractor shall cut all shrubs, vines or other vegetation back to the vertical extension of the curb face. All debris shall be removed per above paragraph.

Gateway Project – End of the 55 Freeway (Center area on the southbound side and planter and slope on the northbound side)

The contractor shall provide general landscape maintenance services and pick up trash and debris on a weekly basis.

Gisler Avenue – Unimproved Parkways and Drainage Culvert
Limited Landscape Maintenance

One time each month Contractor shall remove litter, debris and weeds from the unimproved parkways areas and drainage culvert. Debris generated from weed abatement shall be removed at the time of service. Clean any debris from the street adjacent to the site and blow clean with a leaf blower. No material may be deposited in the street.

One time each month Contractor shall cut all shrubs, vines or other vegetation back to maintain the drainage culver. All debris shall be removed per above paragraph.

Hamilton Street – Parkways cul de sac at the west end of the street

One time each month Contractor shall remove litter, debris and weeds from the unimproved parkways areas at the west end of Hamilton Street. Debris generated from weed abatement shall be removed at the time of service. Clean any debris from

the street adjacent to the site and blow clean with a leaf blower. No material may be deposited in the street.

**Tanager Bike Trail – Golf Course Drive to HOA Property
Limited Landscape Maintenance**

One time each month Contractor shall remove litter, debris and weeds from the unimproved parkways areas and asphalt bike trail. Debris generated from weed abatement shall be removed at the time of service. Clean any debris from the trail and blow clean with a leaf blower. No material may be deposited on the adjacent properties.

One time each month Contractor shall cut all shrubs, vines or other vegetation back to maintain the trail. All debris shall be removed per above paragraph.

Del Mar Gardens – 170 Del Mar Street

One time each month Contractor shall trim plant material growing on the fence surrounding the gardens and clean up leaf litter and other debris from the parking area. Debris generated from the trimming and cleaning shall be removed at the time of service.

West 19th Street and Newport Boulevard Trash Cans

Contractor shall service twelve (12) trash cans and the general area on W. 19th Street from Harbor Blvd to Monrovia and one (1) can on Newport Boulevard on a daily basis:

- Trash can liner shall be removed and replaced with a new liner.
- Any trash in the vicinity will be picked up and removed
- Inspect can for any missing components, damage or graffiti. Report issues to City Representative.
- Replace any missing components. City to provide components.

| Trash Can Location | Name/Type of Business |
|--|------------------------------|
| Southwest 19 th at Monrovia | Liquor Store |
| Southeast Monrovia at 19 th | Pepe's Tacos |
| Southwest 19 th at Placentia | Alejandro's |
| Northeast 19 th at Placentia | Shell Gas Station |
| Southwest 19 th at Pomona | Smart & Final |
| South side 19 th , east of Pomona | Sr. Center |
| North side 19 th , west of Meyer | DMV |
| South side 19 th at Meyer | McDonald's |
| Northwest 19 th at Anaheim | Subway |

| | |
|--|------------------|
| Northeast 19 th at Anaheim | In N Out |
| Northwest 19 th at Maple | El Toro |
| North side 19 th , west of Harbor | Social |
| Southeast Newport at 18 th | Grant's for Guns |

ATTACHMENT 1
PERFORMANCE DEFICIENCY NOTIFICATION

CITY OF COSTA MESA

PERFORMANCE DEFICIENCY NOTIFICATION

The following performance deficiency has been observed and subsequently reported to your representative:

Date: _____

Location: _____

N=Needs Improvement (Correct in 7 days)

U=Unacceptable (Correct in 24 hours)

GROUND COVER

- _____ Missing/Replant
- _____ Dead/Stressed
- _____ Trimmed/Walks/Fences
- _____ Trimmed/Heads/Boxes
- _____ Annual Grass Weeds
- _____ Broadleaf Weeds
- _____ Fertilize/Pre-Emerge
- _____ Pests/Rodents
- _____ Clippings/Debris
- _____ Cultivation
- _____ Erosion/Depressions
- _____ Buffer Zone Maint.
- _____ Stakes/Arborguards

TURF

- _____ Bare Areas/Overseed
- _____ Dead/Stressed
- _____ Mowing/Edging
- _____ Fertilize/Pre-Emerge
- _____ Grassy Weeds
- _____ Broadleaf Weeds
- _____ Aeration/Verticutting
- _____ Clippings/Debris
- _____ Erosion Depressions
- _____ Pests/Rodents
- _____ Weed Whip/Trimming
- _____ Height of Cut

SHRUBS

- _____ Missing/Replant
- _____ Dead/Stressed
- _____ Thinned/Pruned
- _____ Fertilize/Pre-Emerge
- _____ Pests/Rodents

HARD SURFACES/MEDIANS

- _____ Clean Walks/Gutter
- _____ Clean Drains/Vee-Ditch
- _____ Patterned Concrete
- _____ Hazardous Conditions
- _____ Weeds

REPORTS

- _____ Pesticide Use/NOI
- _____ Weekly/Monthly Schedules
- _____ Irrigation Controller Log

NOTE: In accordance with the provisions of the contract, corrective action must be completed within specified time frames. Initiate corrective action(s) and notify inspector upon completion. Invoices will be subject to payment deductions or delays if deficiencies are not corrected.

Received By: _____

Company: _____

Issued By: _____

Date: _____

CITY OF COSTA MESA

PERFORMANCE DEFICIENCY STATUS MEMO

Date: _____
Company: _____
Location: _____
Date of Performance Deficiency Notification: _____

On _____, I re-inspected this location and the following deficiencies were:

(C=Corrected, UN=Un-corrected)

GROUND COVER
_____ Missing/Replant
_____ Dead/Stressed
_____ Trimmed/Walks/Fences
_____ Trimmed/Heads/Boxes
_____ Annual Grass Weeds
_____ Broadleaf Weeds
_____ Fertilize/Pre-Emerge
_____ Pests/Rodents
_____ Clippings/Debris
_____ Cultivation
_____ Erosion/Depressions
_____ Buffer Zone Maint.
_____ Stakes/Arborguards

TURF
_____ Bare Areas/Overseed
_____ Dead/Stressed
_____ Mowing/Edging
_____ Fertilize/Pre-Emerge
_____ Grassy Weeds
_____ Broadleaf Weeds
_____ Aeration/Verticutting
_____ Clippings/Debris
_____ Erosion Depressions
_____ Pests/Rodents
_____ Weed Whip/Trimming
_____ Height of Cut

SHRUBS
_____ Missing/Replant
_____ Dead/Stressed
_____ Thinned/Pruned
_____ Fertilize/Pre-Emerge
_____ Pests/Rodents

HARD SURFACES/MEDIANS
_____ Clean Walks/Gutter
_____ Clean Drains/Vee-Ditch
_____ Patterned Concrete
_____ Hazardous Conditions
_____ Weeds

REPORTS
_____ Pesticide Use/NOI
_____ Weekly/Monthly Schedules
_____ Irrigation Controller Log

Re-Inspection Evaluation: Upon re-inspection, the above listed items noted as "UN=Uncorrected" were found to be deficient, and as reported to the Contractor on the notification date, the Costa Mesa Public Services Department had determined the value as follows:

Inspector: _____ Date: _____ Substandard Performance: \$ _____
Maintenance Superintendent: _____ Date: _____ Non-Performance: \$ _____
Total Value: \$ _____

ATTACHMENT 2

**FERTILIZATION, BROADLEAF CONTROL, PRE-EMERGENT &
SPECIALTY WORK SCHEDULES**

FERTILIZATION, BROADLEAF CONTROL AND PRE-EMERGENT SCHEDULES

CONTRACTOR IS TO PROVIDE ALL PESTICIDES, HERBICIDES AND FERTILIZER REQUIRED FOR THIS SCHEDULE

TURF FERTILIZATION SCHEDULE

Apply fertilizer only after soil is wet and irrigation coverage has been verified. Changes in specified materials must be approved by the City prior to application.

| <u>Frequency</u> | <u>Months</u> | <u>Material</u> | <u>Rate</u> |
|------------------|-----------------------|-----------------|-------------|
| 1x/yr sq. ft. | March 1 st | 21-7-14 | 5 lbs./1000 |

TURF RENOVATION

| | |
|-------|---------------|
| 1x/yr | May thru July |
|-------|---------------|

AERIFICATION

| | |
|-------|---|
| 2x/yr | March and September |
| 1x/yr | March/April and as needed throughout the year |

SHRUB AND GROUNDCOVER FERTILIZATION SCHEDULE

Apply fertilizer to landscape only after soil is wet and irrigation coverage has been verified. Changes in specified materials must be approved by the City prior to application.

Groundcover and shrub beds.

| <u>Frequency</u> | <u>Months</u> | <u>Material</u> | <u>Rate</u> |
|---------------------|-----------------------|-----------------|-------------|
| 2x/yr label rate | April 1 st | Triple 15-15-15 | Maximum |
| | Aug. 1 st | Triple 15-15-15 | per label. |

FERTILIZATION SCHEDULE

| <u>Frequency</u> | <u>Months</u> | <u>Material</u> | <u>Rate</u> |
|------------------|----------------|-----------------|-------------|
| 2x/yr sq. ft. | March/June 1 | 21-7-14 | 5 lbs./1000 |
| 2x/yr sq. ft. | Sept. 1/Nov. 1 | 20-2-3 | 5 lbs./1000 |

TURF RENOVATION

| <u>Location</u> | <u>Task</u> | <u>Frequency</u> | <u>Acreage</u> | <u>Month</u> |
|---------------------|-------------|------------------|----------------|--------------|
| Jack Hammett | Dethatch | 1 x/yr | 14.7 | Feb. |
| TeWinkle Ath. Cmplx | Dethatch | 1 x/yr | 5.8 | August |
| Balearic | Dethatch | 1 x/yr | 8.0 | Sept. |
| Davis Field | Dethatch | 1 x/yr | 3.0 | July |
| FDC | Dethatch | 1 x/yr | 5.5 | July |

Note: The Contractor shall comply with Special Events and Rest and Renovation schedules provided by the City.

AERIFICATION

2x/yr hollow-core all sites:

March/September

ATTACHMENT 3
IRRIGATION STANDARDS

**Maintenance Services Division
Standard Irrigation Hardware**

Mainlines:

Up to 2" – Schedule 40 PVC Pipe (same for non-potable sites)

2 ½ "and Above – Class 315 PVC Pipe (same for non-potable sites)

Lateral Lines:

Up to 2" – Schedule 40 PVC Pipe (same for non-potable sites)

2 ½ "and Above – Class 315 PVC Pipe (same for non-potable sites)

Irrigation Controller Specifications:

Outdoor Irrigation Controller – Parks & Sports fields:

Rain Bird Tech Division (1-888-444-5756) – Maxi-Peds-1-P5-NA-LK-EL24__ANT06-FM2-SPP-TP1A-RMK450nARR (**Bold area dependent upon station count. Verify specifications with Rain Bird Area Manager, prior to purchasing**). **All enclosures to be top-entry.** Inspection and certification are required after installation. Please contact Jeff Evans – Public Agency Area Manager – 1-509-954-2008. The contractor is to install two (2) additional station wires and two (2) additional common wires.

Outdoor Irrigation Controller – Facilities, Fire Stations, Medians, Parkways:

John Deere Green Tech Division (949-455-7465) – Rain Master Irrigation Controllers. **Verify specifications with District Sales Manager, prior to purchasing**. **All enclosures to be top entry.** Inspection and certification are required after installation. Please contact John Ross – District Sales Manager – 1-714-585-9352. The contractor is to install two (2) additional station wires and two (2) additional common wires.

Indoor Controller Specifications:

John Deere Green Tech Division (949-455-7465) – Rain Master Irrigation Controllers. **Verify specifications with District Sales Manager, prior to purchasing**. Inspection and certification are required after installation. Please contact John Ross – District Sales Manager – 1-714-585-9352. The contractor is to install two (2) additional station wires and two (2) additional common wires.

Backflow Prevention Devices:

Febco 825Yor 825YA (size dependent upon the needs of the project)

Backflow Enclosure:

Guardshack – Hinged (size and type dependent upon the needs of the project)

All Spec – Hinged (size and type dependent upon the needs of the project)

Ball Valves:

Nibco – T-580 (bronze – size dependent upon site location)

Gate Valves:

Nibco – T113IRR– K – 200 PSI CWP (Bronze Cross – size dependent upon site location)

Electric Remote Control Valves:

Rain Bird GB (size dependent upon site location – brass casing) - Potable

Rain Bird GB-R (size dependent upon site location - brass casing) – Non Potable

**Maintenance Services Division
Standard Irrigation Hardware (continued)**

Quick Coupler Valves:

Rain Bird 33-DLRC & 44-LRC (size dependent upon the site location) - Potable

Rain Bird 33-DNP & 44-NP (size dependent upon the site location) – Non Potable

Pop Up Spray Heads:

Rain Bird 1800 SAM-PRS – Bottom Inlet Only (sizes dependent upon the site location) with 1800 PCS compensating screens

Spray Heads are to be specified reclaimed for non-potable projects.

Pop Up Spray Nozzles:

MPR nozzles, U-nozzles, VAN nozzles, HE-VAN nozzles, Rotary nozzles, and R-VAN nozzles are acceptable nozzles dependent upon the configuration of the irrigation spray heads.

Stream Bubblers:

Rain Bird – Body Assembly – Bottom Inlet Only.1800 Series (sizes dependent upon the site location).

Rain Bird – PA-80 (plastic adapter) for potable or PA-8S-NP (plastic adapter) for non-potable.

Rain Bird – 1400 Series – Pressure Compensating Full-Circle Bubblers.

Rain Bird – 1800 PCS – Pressure Compensating Screens

Rain Bird – XPCN Series Nozzles (Low Volume Spray Nozzles)

Drip Irrigation Systems:

All potable drip irrigation and components to be Rain Bird Products. All drip shall be sub-surface.

All non-potable drip irrigation and components to be Rain Bird Products. All drip shall be sub-surface.

Rotors:

Hunter PGP Ultra (sizes and nozzles dependent upon the site location)

Hunter I-20 Series (sizes and nozzles dependent upon the site location)

Hunter I-25 Series (sizes and nozzles dependent upon the site location)

Hunter I-40 Series (sizes and nozzles dependent upon the site location)

Hunter I-60 Series (sizes and nozzles dependent upon the site location)

Hunter I-90 Series (sizes and nozzles dependent upon the site location)

Rain Bird 3500 Series (sizes and nozzles dependent upon the site location)

Rain Bird 5000 Series (sizes and nozzles dependent upon the site location)

Rain Bird 5500 Series (sizes and nozzles dependent upon the site location)

Rain Bird 6504 Series (sizes and nozzles dependent upon the site location)

Rain Bird 8005 Series (sizes and nozzles dependent upon the site location)
Rotors are to be specified reclaimed in non-potable projects.

Valve Boxes:

NDS Pro Potable – with lockable lid (sizes and variations dependent upon the site location)

NDS Pro Non-Potable – with lockable lid (sizes and variations dependent upon the site location)

Wire Connectors:

Spears DS-400

Master Valves:

Bermad 910 Series – Normally open (quick coupler valves) or normally closed. Read in U.S. gallons.

Netafim - Normally open (quick coupler valves) or normally closed. Read in U.S. gallons

EXHIBIT B
CONTRACTOR'S PROPOSAL

BrightView

Landscape Services

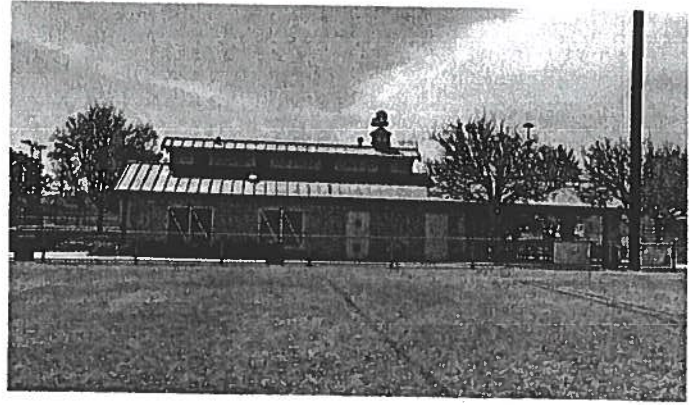
PARKS & LANDSCAPE MAINTENANCE SERVICES

RFP No. 22-10

BUSINESS PROPOSAL




Costa Mesa



BrightView Landscape Services, Inc.
prepared by Nancy Arredondo - *Estimating* – 1960 S Yale St, Santa Ana, CA 92704
T:(714)931.0864 E: Nancy.Arredondo@brightview.com

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December 3, 2021

Officers of the City of Costa Mesa:

Thank you for the opportunity to submit our proposal to the City of Costa Mesa regarding PARKS AND LANDSCAPE MAINTENANCE SERVICES due to the Public Services Department on December 8, 2021 at 10:00am. Enclosed in this package is our response to this RFP for recurring landscape maintenance work; pricing will be valid from July 1, 2022 thereon, and to be performed for the following Service Areas.

- Parkways & Medians
- Fire Stations
- Miscellaneous Areas
- Parks & Facilities
- Sports Fields

My team has full familiarity with the property, the expertise and management skills that set us apart from the rest. BrightView will provide the sufficient amount of daily labor, and the two required Supervisors at no additional charge that will be present and available during work operations. We will be providing our expert irrigation technicians to ensure the plants are getting an adequate amount of water, and that watering clocks are set to the proper specifications. We will be providing our licensed chemical advisor for proper applications. We will have no down time through the transition period and will continue to carry on. DAY 1 of the contract we will have fully staffed crews and continue uninterrupted with all tasks and schedules. We will no longer need to spend time on initial inspections or discover the specific requirements of the individual zone; allowing us to move straight into this contract's scheduling needs.

Per the Scope of Work provided by the City of Costa Mesa, BrightView will perform various maintenance services with the following approach and strategies taken into consideration:

AVAILABILITY AND COMMUNICATION:

All of our supervisors and foremen carry cell phones to take any calls throughout the day. At no point during the working day is communication cut-off between the field and office staff. This gives our maintenance department the ability to handle issues or emergencies and allow us to keep all of our properties in pristine condition. Our foremen utilize Apple iPads to map/track a site's attributes, and track personnel data, payroll, work order assignments, and e-mail communications. We believe that this effort will allow us to work efficiently with the day-to-day efforts of our entire staff, as well as provide an exceptional level of customer service to our clients.

The key Personnel assigned to this project will be as follows:

- Po Chen - Vice President General Manager of the Greater Orange County
- Darin Sherlock - Branch Manager
- Luis Villarruel - Senior Account Manager
- Luis Arellano - Supervisor
- Sabas Padilla Hernandez - Supervisor

During the Bidding Process all questions and concerns may be referred to Darin Sherlock, by phone at 949.614.9148 or via email at darin.sherlock@brightview.com

WORK SCHEDULE FLEXIBILITY:

Supervisors will stay in constant contact with the contract managers should any conditions change, and they will be diligent in making contact within two hours notice of any non emergency work orders

submitted to us. BrightView has an on-call crew that handles extra work for all our current projects. These people will fill in if the need arises where there is an unscheduled absence or additions are made to the contract, thus providing experienced labor for the project, immediately. Examples of these are certified irrigators, certified arborists, certified pest control advisers and applicators, certified personnel in traffic control, etc.

EXPERIENCE:

Brightview Landscape Services, Inc. is a firm with in-house site development expertise in multiples areas, including, sports turf, irrigation management, water management, erosion control, chemical application, fertigation, arbor care, weed abatement, pest management, pressure washing, and janitorial. The company's diverse project experience includes public and private property such as: Public Works, HOAs, theme parks and recreation facilities, sport field complexes, hotels and resorts, commercials and industrial developments, public facilities, open space, nature parks and trails, streetscapes, and highways. We hold a current contractor's license with C27, C31, C61, and D49 categories and have certified personnel in pest control application, pest control advising, water management, and arbor care to manage and satisfy any of the City's needs that should arise. We have a vast knowledge and experience maintaining municipality contracts, many of which are of similar scope and level in quality as the City of Costa Mesa, such as the city of Irvine Business Complex, Lake Forest Sport Fields, Anaheim Parks, Anaheim Disneyland resort, San Juan Capistrano Parks, Laguna Beach Citywide Services, Newport Beach Streets and ROW.

ABOUT US:

BrightView Companies, LLC. is the largest landscape company operating throughout the United States, having a long established trajectory as one of the biggest landscape maintenance service company in California, this branch formerly known as Marina Landscape Maintenance, Inc. was incorporated in 2014, and then acquired at the beginning of 2017 by BrightView Landscape Service, Inc. a California State Registered Corporation. Together we continue to provide the same exceptional service to our customers by putting them first above all else.

Currently our Greater OC Maintenance Division's workload is \$16.5 Million; 100% is a result of Public Works contracts. We are competitively priced in all market segments and our financial stability can be supported by bank references and letters of good standing. We have a bonding capability of \$50Million for single project, and \$400Million nationwide, and will be able to provide the requested insurance requirements. We operate with minimal corporate over-head, this means more cost savings to our clients and faster reaction to concerns and requests.

Company Location and Contact Information:

Our Corporate Office is at 27001 Agoura Road, Suite 350, Calabasas, CA 91301. We will be conducting the maintenance services for the City of Costa Mesa from the GOC Branch at 1960 S. Yale, Santa Ana, CA 92704. All laborers, foremen, superintendents, and management will be based out of this location.

TOLLFREE: 844.230.6136

Mobile: 949.614.9148 Office: 714.546.7843

Email: darin.sherlock@brightview.com

Website: <https://www.brightview.com/company/about-brightview>

As President and COO, I will be the person authorized to make commitments for the Company. Additional names and titles of officers can be found on our COR attached at the end of this proposal.

BrightView understands the importance of being partners with the City, and the value that this work provides to your visitors, residents and staff. We know that with our past years' experience here,



we will outperform all tasks set forth by providing professional, quality maintenance with a proactive approach and cost efficient manner. We look forward to the opportunity to continue our work with the city of Costa Mesa staff, whom we've shared the past four years with.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Herold', written over a light blue horizontal line.

Jeff Herold
BrightView Landscape Services, Inc.
T: 484.567-7202 | E: jeff.herold@brightview.com

BACKGROUND AND PROJECT SUMMARY

BrightView will perform all work in accordance with the requirements in the scope of work in Appendix A of this RFP, and we will heavily rely on the direction of the city staff to set the standards and the requirements to be met for the "Ongoing Maintenance" of City parks, recreational facilities, sports complexes, sports fields, sports courts medians, parkways, bike trails and specialized facilities such as the tot-lots, skate park, and dog park. Under the direction of the City Director of Public Services and his representatives we will make every effort to keep the City's landscape attributes **safe, healthy and beautiful** for residents and visitors. Our staff has various avenues of communication to help everybody exchange the information and get the work done.

During the Transition period our staff familiarize themselves with all areas that must be serviced; fortunately all our staff is already familiar with the particular function, needs and schedules of prominent and also a bit less heavily trafficked areas of this contract such as:

- *Segerstrom Center for the Arts
- *Orange County Fairground's
- *South Coast Repertory Theater
- *South Coast Plaza Shopping Center
- *Joann Bike Trail
- *Fire Stations

To accomplish our goals of meeting the City's requirements and maintaining friendly landscapes for the public we begin with an Action/Prevention Plan

Action Plan begins with providing to our client two personnel available for 24hr on-call emergency service 714.296.7938/657.242.7719. This includes creating the communication avenues among the crews to assign specific task and give them a sense of ownership and responsibility to report to their supervisors when they come across items/events that need attention. Standard Landscape Services are performed by a tightly tailored schedule.

We understand that your facilities and parks are valuable assets, a reason for many to call home and a measure of community pride. Crew men join the city in this sentiment and perform the day-to-day tasks diligently 365 days of the year. Restroom Janitorial, Trash and Litter, Graffiti, Irrigation Inspections, Playgrounds, etc. will be done Daily; Mowing, blowing, hedging and trimming, Mutt Mitts will be done once a week as per the contract specifications with the best practices and minimum disturbance to neighbors, visitors and facility staff. BrightView recognizes that this is an important matter and will diligently oblige. To ensure that this is achieved we will rely on up-to-date scheduling and changes submitted by the City's representative.

Prevention Plan starts by properly training our labor before they join the crews; it is imperative, and we teach them to follow BMPs, be aware of their surroundings when safety is a concern, and keep conditions favorable for plants to stay healthy. Every morning our workers join their team and warm up, gear up and run through a gate check with their Supervisor to ensure Vehicle and Safety Inspections are completed. In conjunction we give them visual guides in both english and spanish for additional guidance, ensuring the highest quality standards by BrightView. *see following page examples*

We plan to have an on-call crew that handles extra work for all our current projects, readily available. These people will fill in if the need arises where there is an unscheduled absence or additions are made to the contract, thus providing experienced labor for the project, immediately, instead of begin with the training process.

BACKGROUND AND PROJECT SUMMARY (CONTINUED)

BrightView Quality Job Aids
Auxilio para calidad del trabajo de BrightView

7 Standards of Excellence

1 Site Cleanliness
2 Weed Free
3 Green Turf
4 Crisp Edged Beds
5 Spectacular Flowers
6 Uniformly Mulched Beds
7 Neatly Pruned Trees & Shrubs

BrightView
Confidence from Excellence
Confianza por la Excelencia

BrightView QUALITY STANDARDS
Site Cleanliness

PURPOSE: Uniformly clean site with no trash in turf, beds or hardscaped areas
Required Site Assessment Process: Take 2

| Hazard Awareness | Required PPE | Critical Behaviors |
|---|--|--|
| <ul style="list-style-type: none"> Insects and poisonous plants Punctures / lacerations Struck-by injuries Sprays and strains Slips, trips and falls | <ul style="list-style-type: none"> Eye protection Hand protection Foot protection Head protection Additional PPE per chemical label | <ul style="list-style-type: none"> Eyes on path Eyes on task Lifting / lowering |

Equipment Needed: Ensure all equipment certifications have been completed as required

- Debris bucket, tarp or tarping
- Debris vacuum
- Flat shovel
- Backpack blower
- Trash bags
- Debris pickup tool

Expectations:

- Ensure HIGH PRIORITY areas are clean, highly detailed and free of all trash and debris.
- Remove trash from turf, beds and hardscaped areas.
- Remove debris and trash from parking lot / lot corners.
- Clean hardscaped areas of landscaping debris generated by operations.
- Establish a protocol for removal of dead plant material.
- Neatly manage and conceal all damaged items within landscape.

Job Completion

Does jobsite meet BrightView Visual Quality Standards?
Propiedad y el Contratista | Versión 1 - July 2015

BrightView QUALITY STANDARDS
Weed Free Beds

PURPOSE: Uniformly clean and mulched beds without weeds
Required Site Assessment Process: Take 2

| Hazard Awareness | Required PPE | Critical Behaviors |
|--|--|--|
| <ul style="list-style-type: none"> Chemical exposure Punctures / lacerations Insects and poisonous plants Struck-by injuries Sprays and strains Slips, trips and falls | <ul style="list-style-type: none"> Eye protection Hand protection Foot protection Head protection Additional PPE per chemical label | <ul style="list-style-type: none"> Eyes on path Eyes on task Lifting / lowering |

Equipment Needed: Ensure all equipment certifications have been completed as required

- Weed cultivator
- Calibration tray
- Spill kit
- Herbicide application tools
- Spray tank
- Backpack sprayer
- Spread-Rite® applicator
- Backpack herbicide blower

Expectations:

- Weeds are the responsibility of ALL crew members.
- Proactively manage weeds with appropriate timed pre-emergent herbicide applications.
- Regularly spray smaller weeds with post-emergent herbicide before a pre-emergent blanket.
- Physically remove weeds larger than 7" inches.

Job Completion

Does jobsite meet BrightView Visual Quality Standards?
Propiedad y el Contratista | Versión 1 - July 2015

BrightView ESTÁNDARES DE CALIDAD
Árboles podados detalladamente

PROPÓSITO: Que el detalle de la poda sea uniforme con cortes precisos, que no haya ramillas visibles en los árboles
Proceso de evaluación requerido para el sitio: Toma 2 Minutos

| Conciencia de las amenazas | PPE requerido | Conductas críticas |
|--|---|---|
| <ul style="list-style-type: none"> Perforaciones/laceraciones Lesiones por golpes Torciones y desgarros Resbalones, tropiezos y caídas | <ul style="list-style-type: none"> Protección ocular Protección auditiva Protección de manos Protección de pies Protección de cabeza Protección de espalda Protección de rodillas Protección de tobillos Protección de muñecas Protección de codos Protección de hombros Protección de la piel Protección de la ropa Protección de la piel Protección de la ropa | <ul style="list-style-type: none"> Presta atención a sus pasos Presta atención a sus tareas Levantamiento/hojaje 3 puntos de contacto para asegurar la escalera |

Equipo necesario: Propiedad y el Contratista deben proporcionar todos los certificados de equipo según sea necesario.

- Podadoras
- Sierra de mano
- Podadora de altura
- Escalera
- Podadora de mano
- Podadora de altura
- Resaca de hojas/retallo forestal
- Motosierra
- Cestos de residuos, tona o bolsas de arpillera

Expectativas:

- Si se comprende las técnicas a el mínimo de costo, DETENGASE y comuníquese al supervisor para recibir asistencia.
- Utilice los métodos de poda correctos y asegure en todo momento.
- Utilice el método de poda de tres cortes para ramas de más de tres pulgadas de diámetro.
- Podar por motivos de seguridad cuando sea necesario, deje el espacio de seguridad adecuado.
- Podar los rambllos de los árboles y cheque los brotes.
- Limpiar las ramas caídas o caídas que estén a distancia, retirelas si pueden o hay ramas fuera de su distancia.

Finalización del trabajo

¿Su lugar de trabajo cumple con los estándares de calidad visual de BrightView?
BrightView | Versión 1 - Junio 2015

Our Work Order System will provide the City of Costa Mesa with a web-based trouble ticket reporting system which will allow constant communication and updates of work orders and repairs being handled on-site. This ticket reporting system ensures that all work orders get expedited. The assigned Superintendent will make contact within a two (2) hour window. After a work order is completed, we confirm with the City that the work was completed in a professional manner to ensure nothing is overlooked. Any necessary documents will be provided accordingly. *see pg 11 & 12 for samples*

METHOD OF APPROACH

BrightView holds a current contractor's license with C27, C31, C61, and D49 categories and has certified personnel in pest control application, pest control advising, water management, arbor care, and more to satisfy any of the City's needs that should arise.

Transition Plan

We will have no down time through the transition period and will continue to carry on. DAY 1 of the contract we will have fully staffed crews and continue uninterrupted with all tasks, schedules and Summer Renovations and Sport Activities. We will no longer need to spend time on initial inspections or discover the specific requirements of the individual site; allowing us to move straight into this contract's scheduling need and commitment to crew size and specialty with the city staff. Together we can create new priorities and assess any urgent goals for the project.

We offer various benefits to the city by diligently applying our Quality Control Program, by using our Expertise in Water conservation, by holding Capable and Fully-Staffed Maintenance Facility, implementing Sustainable Landscape Practices, and using new cutting edge technologies.

BrightView's Quality Control

High standards for service excellence and landscaping are an area where "perfection" must be the goal. We have already designed our system to meet the needs of the facilities, city staff and its citizens and operate with the highest productivity. Our focus and attention to the details will ensure we are delivering the highest level of service possible at all times. You will therefore see quality inspections, comprehensive crew training, a detailed process to support this training, focused attention from the Supervisor and our encouragement of greater participation from you to ensure that the work detail consistently meets your expectations.

Providing service solutions through a single point of contact can expedite and simplify your onsite landscape maintenance needs. Our ability to mobilize quickly on difficult, large scale projects and the fact that we consistently complete projects on time and within budget, gives us a unique advantage over our competition.

Two dedicated Supervisors, along with Sr Supervisor Luis Villrruel, will be visiting the job site frequently to ensure all of the standards are being met. These Supervisors have decision power over project resources, make the corrections and communicate and report back to both the client and operations department when such corrections are made. We strive to be on the forefront of technology, to assist the management team with this monumental task. Brightview equips them with such tools as the QSA's used for monthly walks by the Supervisor to assess the property with the client. QI's are used by the Leadman to assess the work accomplishments his team has gained. All of BrightView Supervisors and Foremen carry Apple iPhones to take any calls throughout the day. At no point during the working day is communication cut-off between the field and office staff. Using this proactive method of control, gives our maintenance department the ability to handle issues or emergencies and we are able to keep our projects in pristine condition. pg11-12 SEE examples of the Quality Management program

Water Conservation & Irrigation Systems

A water audit is one of the services we currently apply and our expert irrigators are very familiar with the individual field's needs. Our water audit ensures that the irrigation system is running properly which will cut down on water costs, while making sure proper absorption is occurring in the plant soil. Luis Villarruel, along with our Maintenance Supervisors, Luis Arellano and Sabas Padilla, will be visiting the job site to ensure all of the standards are being met. If needed, they will create punch-lists for the city

METHOD OF APPROACH (CONTINUED)

for anything that needs attention. Using this proactive method of control enables the team to keep your facilities in excellent condition. As specified in the scope of work BrightView will provide 3-Irrigation Technicians to run weekly and monthly checks, and for the day-to-day inspections and repairs of the system from the customer service valve and out. They will have fully stocked Ford Ranger trucks with all the brand name parts and fittings so they can apply urgent solutions and maintain an uninterrupted watering system.

Sports Fields

BrightView especially recognizes that the City's sports fields are a highly valued and highly trafficked landscape attribute for which we have well trained crews that do the work professionally, effectively, and beyond the expectations of those using these areas. We feel that with our past years' experience with sports fields, we will outperform all tasks set forth providing quality maintenance with a proactive approach and cost efficient manner. BrightView possesses the knowledge, experience and management skills that set us apart from the rest. With our company's qualifications and resources we feel confident that our abilities will not be surpassed. Brightview prides itself on being the City of Costa Mesa's Sportsfields' maintenance contractor of choice since 2017.

In Addition Brightview has won numerous awards for both construction and maintenance projects. We take pride in this recognition and continue to find ways and invest in the company in order to excel in all aspects of our services to our clients. Please see below the following list of some of the other Sports Fields we have constructed and maintained in the recent years.

- The Home Depot Center, Carson, California
- Petco Park, San Diego, California
- Raley Field, W. Sacramento, California
- Fresno Grizzlies Stadium, Fresno, California
- Sec Taylor Stadium, Des Moines, Iowa
- Menlo College Baseball Field, Atherton, California
- Polytechnic School, Pasadena, California
- City of Anaheim West Side Fields and Parks
- City of Rancho Palos Verdes Sports Fields and Parks
- B.P Arco Carson California Sports Field and Baseball Field
- Laguna Hills Community Park and Baseball Fields
- Little League Field of Champions San Bernardino Calif.

Weed and Pest Control

To ensure a healthy and well kept plant community, the team will implement preventative measures and when the need arises will take active measures to ensure quality flora. Foremen are trained on a regular basis and will notify the Supervisor of any pest or disease that is present. We are always on the lookout for Target Pests, and seasons will always be a consideration.

Prevention consists of reducing stress on plants, as many of us know plants are more susceptible to damage and disease under stressful conditions thereby we provide proper pruning techniques, adequate moisture, a properly kept irrigation system, mulching, and we will bring well sharpened and clean equipment to the facility.

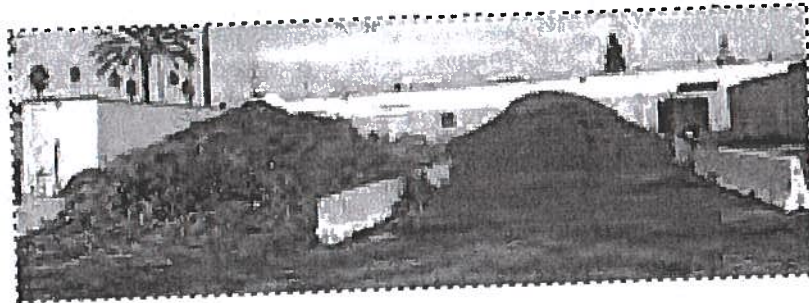
When action is necessary QAL/PCA certified personnel will inspect, assess, and select proper chemicals and if possible recommend environmentally sound organic products for this purpose. Upon approval by

METHOD OF APPROACH (CONTINUED)

the City our Techs will proceed with proper application and certified personnel supervision.

Green Initiative

Through our "Green" initiative we include the recycling of all green waste material removed from the site, to minimize the impact on the environment. We have implemented this practice by partnering with green waste recycling companies who recycle approximately 95% of the debris we pull off of our job sites. That material is then to be ground up into finer quality material recycled and a becomes a product that we buy back and incorporate for other contracted jobs. Providing tangible benefits to both client and the environment.



BrightView Landscape values its relationship with the City of Costa Mesa and we have always prided ourselves on being at the forefront of technology and innovation. Brightview understand the growing concerns and pressures that City's face trying to reduce the carbon footprint and become more involved in environmentally sound practices. Brightview will upgrade all of its 2-cycle equipment and outfit each of our trucks with Stihl battery operated equipment starting July 1st 2022.

BrightView works with a diverse customer base, some of which have a sensitivity to the use of chemicals with a High safety level. BrightView is committed to collaborate with these clients in addition to Costa Mesa to create integrated management plans to control pests and achieve quality objectives while minimizing the use of chemicals.

Over the past 15 years, Southern California has faced increased drought conditions. These challenges have led to the transformations of many local landscapes to California friendly and drought tolerant landscape designs. Our design teams are best in class in designing new landscapes using this type of material and can provide consultations as needed to ensure that you meet your water use objectives.

In addition to our Water Conservation and Audit abilities outlined on page 6, BrightView has an expert Regional Irrigation Manager, James Carr, who is focused on training our Irrigation Technicians to troubleshoot problems, and to understand all new technology in effort to manage your systems efficiently. He is also responsible for teaming up with the irrigation crews on our largest and most challenging irrigation jobs to ensure that our customers get the most out of their irrigation systems and meet water budget expectations.

Scheduling

Weekly Schedules will be submitted to the Contract Manager at the specified due date. They will include the maintenance date for each location and time slot. Any changes will be submitted to the Contract Manager five working days prior.

METHOD OF APPROACH (CONTINUED)

Yearly Maintenance Schedules are prepared at the onset of the contract for a yearly basis per the scope of work in Attachment A, therein the RFP and as defined by the City representative for specified tasks. Such tasks as fertilization, dethatch and aeration which have already been determined in the scope of work are added to the contract yearly outline. The Schedule remains flexible to ensure that any other requests by the City can be accomplished.

See below schedules of seasonal services and proposed maintenance tasks schedules according to the scope of work and open to city staff recommendations:

| Turf Aeration and Fertilization | | | | | |
|---------------------------------|----------------|------------------|-------------------|-----------------|------------------------|
| Dates | 10/29/2018 | 10/30/2018 | 10/31/2018 | 11/1/2018 | 11/2/2018 |
| Week 1 | | | | Tewinkle A.C | Jack Hammett |
| | | | | | |
| | | | | | |
| Date | 11/5/2018 | 11/6/2018 | 11/7/2018 | 11/8/2018 | 11/9/2018 |
| Week 2 | Brentwood Park | Moon Park | Canyon Park | Gisler Park | Balearic Center/Fields |
| | Del Mesa Park | Shiffer Park | Civic Center Park | Mesa Verde Park | Estancia Park |
| | Harper Park | Suburbia II Park | Lions Park | Paularino Park | Fairview Park |
| | Heller Park | | Davis Field | Smallwood Park | Hamilton Garden |
| | | | | | Ketchum Park |
| Date | 11/12/2018 | 11/13/2018 | 11/14/2018 | 11/15/2018 | 11/16/2018 |
| Week 3 | Jordan Park | Tewinkle Park | Marina View Park | Wakeham Park | Mesa Verde Library |
| | Lindbergh Park | | Vista Park | Wimbledon Park | Raleigh Park |
| | Pinkley Park | | Wilson Park | | Tanager Park |
| | | | FDC Soccer Fields | | |

DAILY REPORT OF MAINTENANCE

| |
|--|
| December 03, 2021 |
| Parks Mow Crew |
| Lower Canyon Creek clean up completed |
| Sports Park Crew |
| TeWinkle fields scheduled completed |
| Facilities/Fire Station Crew |
| Scheduled completed |
| Park Maintenance Crew |
| Te Winkle fields clean up |
| Median Crew |
| Scheduled completed |
| Spray Tech |
| Red Hill Medians |
| Irrigation Techs |
| Parks Irrigation |
| TeWinkle/Angels Mainline repairs |
| Fair Dr Mainline repairs |
| Median Irrigation |
| TeWinkle/Angels Mainline repairs |
| Fair Dr Mainline repairs |
| Joann Bike Trail/City Hall/ W. 19th St. from Placentia- Pomona |
| Graffiti |
| Skate Park |
| Park opened at 7:26am |
| Bark Park |
| Park opened at 7:29am |

| Playground/Volleyball Sand Roto-Tilling | | | | |
|---|-----------------|--------------|------------------|----------------|
| Monday | Tuesday | Wednesday | Thursday | Friday |
| 3/8/2021 | 3/9/2021 | 3/10/2021 | 3/11/2021 | 3/12/2021 |
| Gisler Park | Del Mesa | Shiffer Park | Marina View Park | Wimbledon Park |
| Wilson Park | Shiffer Park | | Canyon Park | Wakeham Park |
| Tanager Park | | | Vista Park | |
| | | | | |
| 3/15/2021 | 3/16/2021 | 3/17/2021 | 3/18/2021 | 3/19/2021 |
| Wakeham Park | Balearic | Jordan Park | Te Winkle Park | Brentwood Park |
| | Mesa Verde Park | Harper Park | Paularino Park | Lindbergh Park |
| | Moon Park | Heller Park | | |
| | | | | |



METHOD OF APPROACH (CONTINUED)

BrightView Landscape City Hall, Trails & Medians Maintenance Schedule November 2021

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|--|---|--|---|--|
| 1 City Hall Joann Bka Trail Harbor Bka Trail | 2 City Hall Joann Bka Trail Harbor Bka Trail 19th Street Medians (Fullerton to Irvine Ave.) Gateway 55 Landscape | 3 City Hall Joann Bka Trail Harbor Bka Trail Placencia Ave. Medians (Wilson to Adams Ave.) Gateway 55 Landscape | 4 City Hall Joann Bka Trail Harbor Bka Trail Arlington Ave Bka Trail Gateway 55 Landscape | 5 City Hall Joann Bka Trail Harbor Bka Trail Gateway 55 Landscape |
| 6 City Hall Joann Bka Trail Harbor Bka Trail | 7 City Hall Joann Bka Trail Harbor Bka Trail 19th Street Medians (Fullerton to Irvine Ave.) Gateway 55 Landscape | 8 City Hall Joann Bka Trail Harbor Bka Trail Placencia Ave. Medians (Wilson to Adams Ave.) Gateway 55 Landscape | 9 City Hall Joann Bka Trail Harbor Bka Trail Arlington Ave Bka Trail Gateway 55 Landscape | 10 City Hall Joann Bka Trail Harbor Bka Trail Gateway 55 Landscape |
| 11 City Hall Joann Bka Trail Harbor Bka Trail | 12 City Hall Joann Bka Trail Harbor Bka Trail 19th Street Medians (Fullerton to Irvine Ave.) Gateway 55 Landscape | 13 City Hall Joann Bka Trail Harbor Bka Trail Placencia Ave. Medians (Wilson to Adams Ave.) Gateway 55 Landscape | 14 City Hall Joann Bka Trail Harbor Bka Trail Arlington Ave Bka Trail Gateway 55 Landscape | 15 City Hall Joann Bka Trail Harbor Bka Trail Gateway 55 Landscape |
| 16 City Hall Joann Bka Trail Harbor Bka Trail | 17 City Hall Joann Bka Trail Harbor Bka Trail 19th Street Medians (Fullerton to Irvine Ave.) Gateway 55 Landscape | 18 City Hall Joann Bka Trail Harbor Bka Trail Placencia Ave. Medians (Wilson to Adams Ave.) Gateway 55 Landscape | 19 City Hall Joann Bka Trail Harbor Bka Trail Arlington Ave Bka Trail Gateway 55 Landscape | 20 City Hall Joann Bka Trail Harbor Bka Trail Gateway 55 Landscape |
| 21 City Hall Joann Bka Trail Harbor Bka Trail | 22 City Hall Joann Bka Trail Harbor Bka Trail 19th Street Medians (Fullerton to Irvine Ave.) Gateway 55 Landscape | 23 City Hall Joann Bka Trail Harbor Bka Trail Placencia Ave. Medians (Wilson to Adams Ave.) Gateway 55 Landscape | 24 City Hall Joann Bka Trail Harbor Bka Trail Arlington Ave Bka Trail Gateway 55 Landscape | 25 City Hall Joann Bka Trail Harbor Bka Trail Gateway 55 Landscape |
| 26 City Hall Joann Bka Trail Harbor Bka Trail | 27 City Hall Joann Bka Trail Harbor Bka Trail 19th Street Medians (Fullerton to Irvine Ave.) Gateway 55 Landscape | 28 City Hall Joann Bka Trail Harbor Bka Trail Placencia Ave. Medians (Wilson to Adams Ave.) Gateway 55 Landscape | 29 City Hall Joann Bka Trail Harbor Bka Trail Arlington Ave Bka Trail Gateway 55 Landscape | 30 City Hall Joann Bka Trail Harbor Bka Trail Gateway 55 Landscape |

BrightView Landscape Fire Stations and Misc. Sites Maintenance November 2021

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|---|---|--|--|--|
| 1 Placencia F.S. #4 Park Ave. F.S. #3 Vanguard F.S. #5 Royal Palm F.S. #1 Baker St. F.S. #2 Sakoka Dr. F.S. #6 | 2 183 Santa Isabel 378 Santa Isabel 2511 Fairway 2603 Fairway | 3 2295 Mesa Verde Dr. Cavemen/Caraway Peterson Place Hardscpe | 4 Fairview Rd. Sidewalks (405 Fry to Wilson) | 5 Pautarino Rd. Sidewalks (405 Fry to Wilson) 740 Pautarino Ave 910 Pautarino Ave 983 Pautarino Ave Pautarino Det Estment (Lubbockington to Maristae) |
| 6 Placencia F.S. #4 Park Ave. F.S. #3 Vanguard F.S. #5 Royal Palm F.S. #1 Baker St. F.S. #2 Sakoka Dr. F.S. #6 | 7 1302 Baker St 1839 Baker St 1448 Bristol St 870 South Coast Dr Bristol Street R.O.W. Red Hill Medians (Clinton to McCormick Ave) | 8 Arlam Ave. Sidewalks (S.A. River to Mesa Verde) 295 Avacado St (2) 2240 Meyer Place 522 Victoria | 9 Arlington Ave. Det Pkwy (Northside of street only) Presidio Squares Planters 2719 Presidio Dr 105-372 Fair Drive | 10 Anamore Terrace See Bluff Det Parkway (Canyon to Valley Rd.) Traffic Overlays Tanager Bka Trail |
| 11 Placencia F.S. #4 Park Ave. F.S. #3 Vanguard F.S. #5 Royal Palm F.S. #1 Baker St. F.S. #2 Sakoka Dr. F.S. #6 | 12 Elden Avn. Tulip lane Monroe Road Rue De Cannes 2035 Orange Ave 2158 Orange Ave 2204 Orange Ave | 13 1888 Anaheim Ave 1912 Anaheim Ave. 201 E. 19th Street 850 E. 19th Street 943 Phummer St. 1825 Pomona Ave | 14 Airport Loop Slope Red Hill Slope Fullman 55 Fry Fenceline (Airport Loop to Pautarino) Fullman 55 Fry Fenceline (Baker to Kalmus) | 15 Adams Sidewalk/Det Pkwy (S.A. River to Mesa Verde) 198 Monte Vista Ave 1901 Monrovia Ave. 1717-2710 Santa Ana 1792 Tustin Ave |
| 16 Placencia F.S. #4 Park Ave. F.S. #3 Vanguard F.S. #5 Royal Palm F.S. #1 Baker St. F.S. #2 Sakoka Dr. F.S. #6 | 17 183 W. 20th Street 2778 W. 20th Street 290 22nd Street 217 22nd Street 20955 Westlander Jessa Dr. Det Parkway | 18 Carrizo Bka Trail 15 Red Hill Medians (Clinton to McCormick Ave) 55 Fry Gateway Project Whittier Ave Sidewalks (19th St. Parkhill west side) | 19 1240 Oaker Ave 1735 Oaker Ave 1758 Oaker Ave | |
| 20 Placencia F.S. #4 Park Ave. F.S. #3 Vanguard F.S. #5 Royal Palm F.S. #1 Baker St. F.S. #2 Sakoka Dr. F.S. #6 | 21 183 Santa Isabel 378 Santa Isabel 2511 Fairway 2603 Fairway | | | |

BrightView Landscape Median and Parkway Maintenance Schedule November 2021

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|--|--|--|-------------------------------------|-------------------------------------|
| 1 New Harbor medians | 2 Arlington Trail | 3 Harbor Bka Trail - South | 4 Median and Parkway Mow Day | 5 Median and Parkway Mow Day |
| 6 Bear Street Parkway Bristol St. Hardscpe (Anton to 55 Fry) Yukon Ave Parkways | 7 Del Mar and Elden Del Mar Median Newport Blvd. Essemant (Bristol to 19th Street) Newport Blvd/Arlington | 8 Mesa Verde Medians Golf Course Drive Tanager Drive (Planter and soundwall) Lawn Lane | 9 Median and Parkway Mow Day | 10 Median and Parkway Mow Day |
| 11 Newport Blvd. Seratas 16th Street/Superior 17th Street Medians (Newport Blvd to Irvine Ave) Red Hill Medians/ Slopes | 12 Newport Blvd. Essemant Newport Blvd. Planters (19th Street to Industrial) Mesa Verds Medians | 13 Canyon Drive Parkway Victoria Street (Planter to Canyon) 19th Street Medians/Pkwy (Fullerton to Placencia Ave) | 14 Median and Parkway Mow Day | 15 Median and Parkway Mow Day |
| 16 Baker Street Parkway Baker Street Medians (Hardscpe at 73 & 55 Fry) Goodidge Ave. Medians | 17 Harbor Blvd. Planters (MacArthur to Peterson Pk) Hyland Ave. | 18 Smalley Road Planters Sunflower Medians Sunflower Parkway Planter Fairview Road Slope | 19 Median and Parkway Mow Day | 20 Median and Parkway Mow Day |
| 21 Golf Course Drive Tanager Drive | 22 Bristol St. Medians (Between 405 Fry & Newport) | | | |

BrightView Landscape Park Planter Maintenance Schedule November 2021

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|------------------|---|---|---|--|
| 1 Park Trash | 2 Estancia Park | 3 Estancia Park | 4 Jack Hammitt | 5 Lions Park, DRC, MCC Smallwood Park Moon Park Suburbia II Park |
| 6 Park Trash | 7 Vista Park & Slope Mesa Verde Library | 8 Marina View Park Vista Park Canyon Park Monument | 9 Twin Hills Park Bark Park Pautarino Park | 10 Harper Park Heller Park Parker Park |
| 11 Park Trash | 12 Wimbledon Park | 13 Wimbledon Park | 14 Shiffer Park | 15 Wakamah Park |
| 16 Park Trash | 17 Brentwood Park | 18 Estancia Park Corporate Yard | 19 Tanager Park | 20 Shiffer Park |
| 21 Park Trash | 22 Fairview Park | | | |

BrightView Landscape Weekly Mow Schedule November 2021 *Mowing every other week

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|--------------------|-------------------|----------------------|------------------------|------------------------|
| Parks Crew | Parks Crew | Parks Crew | Parks Crew | Parks Crew |
| Civic Center | Te Winkle Park | Canyon Park | Mesa Verde Park | Balearic Center/Fields |
| Brenwood Park | Shiffer Park | Lions Park | Wimbledon Park | Estancia Park |
| Harper Park | | Marina View Park | Smallwood Park | Fairview Park |
| Heller Park | | Vista Park | Wakeham Park | Hamilton Garden |
| Jordan Park | | Gisler Park | Suburbia Park | Ketchum Park |
| Pinkney Park | | Wilson Park | Tanager Park | Mesa Verde Library |
| Lindbergh Park | | | Moon Park | Raleigh Park |
| Del Mesa | | | | |
| Pautarino Park | | | | |
| Sports Field Crew | Sports Field Crew | Sports Field Crew | Sports Field Crew | Sports Field Crew |
| Jack Hammitt S.C. | Tewinkle A.C. | Davis Field | Jack Hammitt S.C. | Tewinkle A.C. |
| FDC Soccer Fields | | | | |
| Fire Station Crew | Fire Station Crew | Fire Station Crew | Median/Pkwy Crew | Median/Pkwy Crew |
| Baker St. F.S. #2 | Senior Center | Tewinkle Bark Park | 17th Street | Anton Ave |
| Corporate Yard | | Donald Dugan Library | 19th Street/Whittier | Bear Street |
| Park Ave. F.S. #3 | | DRC | Adams Ave. | Fair Drive Parkway/S |
| Placencia F.S. #4 | | Historical Society | Mesa Verde Pkwy's | Fairview Rd. Medians |
| Royal Palm F.S. #1 | | New Library | Newport Blvd Pkwy's | Harbor Blvd. Medians |
| Sakoka F.S. #6 | | | Victoria Street Pkwy's | Red Hill Ave |
| Vanguard F.S. #5 | | | | Sakoka Drive |
| | | | | South Coast Drive |
| | | | | Sunflower Medians |
| | | | | Susan Medians |

City Hall serviced every Saturday

METHOD OF APPROACH (CONTINUED)

*WORK ORDER SYSTEM & ADDITIONAL WORK/DAMAGE REPORTS: Pronto Forms *Web based program*

Quality Site Assessment

General Information:

Property Name: Fountain Valley Sport Park
 Date: Wednesday, February 06, 2019
 Next Inspection Date: Wednesday, March 06, 2019
 Client Attendees: Tony
 Brightview Attendees: Jose Soto

CUSTOMER FOCUS AREA:
 Spine road and around community center

CARRYOVER ITEMS (Check Box = DONE; None Noted)

MAINTENANCE ITEMS:

- 1) Continue mulching planters
- 2) Puddles still present from rain
- 3) Raise trees along back dg path
- 4) Spray grassy weeds in gazania
- 5) Mulch tree wells
- 6) Add soil field material to fields low areas
- 7) Spray crack weeds

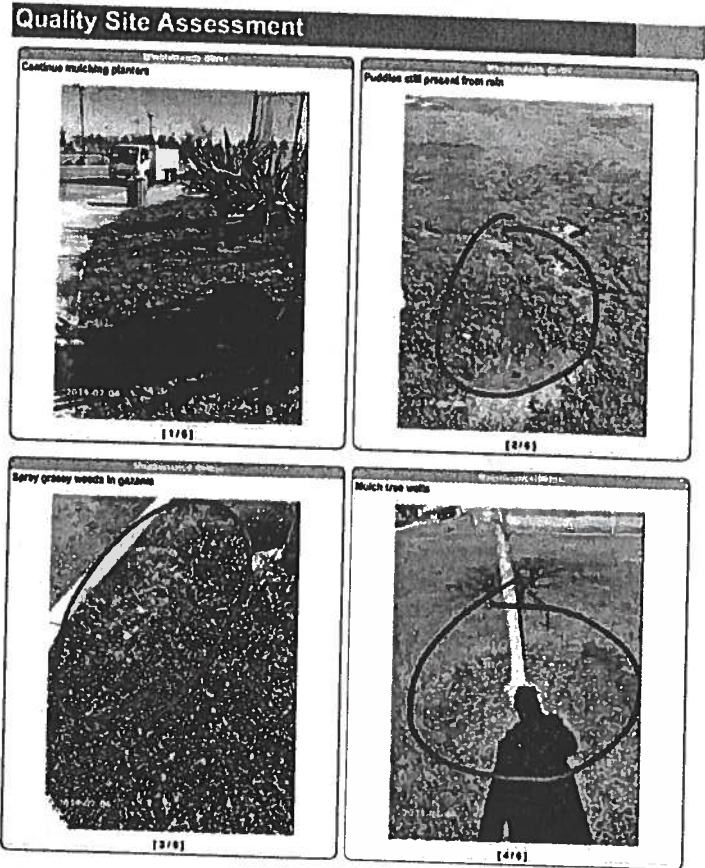
RECOMMENDATIONS FOR PROPERTY ENHANCEMENTS:

- 1) Repair sink hole on field & drain basin.

NOTES TO OWNER/CLIENT:

- 1) Broad leafs treated working GOOD
- 2) Grass looks really nice

SAMPLE



QSA's are used monthly by the Supervisor to assess the property during walks with the client. It allows Supervisor to make recommendations and Notes for the client and begin constructive dialogue for remediation.

METHOD OF APPROACH (CONTINUED)

WORK ORDER SYSTEM & ADDITIONAL WORK/DAMAGE REPORTS: Pronto Forms *Web based program

QI's
Quality Inspection Standards

SAMPLE



QUALITY STANDARDS
Weed Free Turf

PURPOSE: Turf is in excellent condition with no indication of weeds, insects or disease
Required Site Assessment Process: Take 2

| Hazard Awareness | Required PPE | Critical Behaviors |
|--|---|---|
| <ul style="list-style-type: none"> • Chemical exposure • Slopes or uneven terrain • Struck-by injuries • Sprains and strains • Slips, trips and falls | <ul style="list-style-type: none"> • Additional PPE per chemical label | <ul style="list-style-type: none"> • Eyes on path • Eyes on task • Lifting / lowering |
| Equipment Needed | <i>Ensure all equipment certifications have been completed as required.</i> | |
| <ul style="list-style-type: none"> • Calibration tray | <ul style="list-style-type: none"> • Spill kit | <ul style="list-style-type: none"> • Herbicide application tools <ul style="list-style-type: none"> - Spray tank - Backpack sprayer - Spred-Rite® applicator |

Expectations

1 Proactively manage weeds with appropriately timed pre-emergent herbicide applications.

2 Spot spray or hand pull weeds from turf during every visit.

3 Notify manager of larger turf weed issues.

4 Inspect for weeds in high profile areas (building entrance, walks, etc.).

Job Completion

Does jobsite meet BrightView Visual Quality Standards?

Proprietary and Confidential (Version 1 - July 2017)

QI's are used monthly by the Supervisor to assess the work accomplishments of each one of his crews and for the development of punch lists.

METHOD OF APPROACH: SAFETY PROGRAM

Safety is a priority at BrightView, we currently have an OSHA safety rating of .08, our workers are very aware of their surroundings and participate in daily tailgate safety meetings which provide all laborers updates and reminders of current weather hazards and expected events. Every morning our crew workers are encouraged to participate in our Stretch and Flex Program *see the following examples* and all drivers complete a Daily Pre-Trip Vehicle Inspection Report *see the following examples*

Laborers are required to wear our uniform at all times while on the job site so our clients can feel comfortable and safe. The BrightView uniforms are consistent with our company logo colors and consist of a button down shirt, navy-blue pants, reflective safety vest, hat, and hard-toe work boots. Crew Leaders are identifiable by their blue shirts and Crew Workers are identifiable by their green shirts. On the uniform vest they have name tags and company tags, which are always visible in order to give City employees access to address any member of our crew for any reason they may find convenient.

We are committed to providing a safe working environment for our employees. The Orange County Region has a dedicated employee serving as a Safety Officer, Kristi Falliaux. Weekly National Safety conference calls are held with the President, Regional Managers, Branch Managers, Regional Safety Officers and Branch Safety Officers to review incidents and determine proactive training for further prevention. When accidents have occurred, we re-enact the incident to educate other employees by demonstrating how the accident occurred and what we could do to prevent it from occurring again. When no incidents have taken place every 90 days we reward the team with lunches or prizes.

Through dedicated personnel and leading edge programs providing safety training the safety record for BrightView remains outstanding. Our self-insured program consistently returns the maximum dollars permitted under the law.

Training

Every crew employee goes through a thorough safety training program at the beginning of their employment and our continued education strengthens those foundations.

While on-site our employees will adhere to all aspects of all traffic control procedures according to the WATCH Hand Book and will be equipped with gear that will protect them and others from being injured. This includes fire extinguishers, traffic cones, hazard lights, reflective attire/equipment, goggles, gloves, hard toed-shoes, long-sleeves and pants, and hard-hats.

In regards to equipment handling, we train all employees to know how to operate and work around all maintenance equipment. Employees learn signaling to a vehicle and wear the safety vest at all time while being in the surroundings of equipment or traffic. Public safety is heavily regulated. The Supervisor will perform a pre-work walk through to identify any potential hazards; any found will be reported to the City representative.

In regards to supplies and chemicals, the QAL trains his personnel how to effectively and safely apply and dispose of chemicals used in the field as well as avoid getting hurt or being exposed, emergency procedures to control accidents. Mr. John Law is our PCA and has over 30 years of experience with pesticides and agricultural regulations for chemical applications.

In regards to Weekly Tailgate Meetings, these meetings play a vital role in keeping safety topics and practices on the minds and in the hearts of our employees. They provide meaningful and relevant



METHOD OF APPROACH: SAFETY PROGRAM

information to keep our crews informed about our safety program, and aware of any accidents or near misses occurring within the last week. These meetings also provide a platform to discuss potential dangers on their assigned job, how to avoid accidents and injuries, what to do in case of an accident or injury, as well as provide documentation of participation in the program. As part of the overall safety program, these meetings spearhead our consistent commitment to the health and safety of our employees, clients and the public

Incorporating a Q&A during the meeting can help assure our workers understand the topic and keeps them attentive and on their toes. Incorporating photos are especially efficient by indicated proper and improper scenarios.

Meetings are documented using the "Weekly Safety Tailgate Meeting" form available in English and Spanish. The completed report is submitted weekly by the crew leader to the Branch Safety Officer or Supervisors. Topics for discussion are issued by the Safety Officer and in addition tailored by the Branch Manager. Topics may include:

- Working in Hot Weather
- Cold Weather and Precipitation
- Hand Tool Safety
- Wearing Seat Belts
- Loading and Unloading
- Mower Rider Safety

| WEEKLY SAFETY TAILGATE MEETING | | | | |
|---|--|---|--|--|
| JUNTA SEMANAL RELATIVA A LA SEGURIDAD | | | | |
| Branch # & Name: <small>No. y nombre del Sucursal:</small> | | Week Ending Date: <small>Semana que terminó:</small> | | Foreman/Supervisor: <small>Capataz/Supervisor:</small> |
| Job Name: <small>Nombre del trabajo:</small> | | Job Number: <small>Número del trabajo:</small> | | Foreman/Supervisor Signature: <small>Firma del capataz:</small> |
| Job Location: <small>Lugar del trabajo</small> | | Topic: <small>Tema:</small> | | |

| Attending Team Members' Names <small>(please print)</small> <small>Nombres de los empleados (favor de escribir en letras de molde)</small> | Accidents or Injuries <small>last week? Y or N</small> <small>Accidentes o lesiones la semana pasada?</small> <small>Si o No</small> | Involved in? <small>Implicados?</small> | Witnessed? <small>Presenciados?</small> | Team Members' Signature <small>(required)</small> <small>Firma del empleado (se requiere)</small> |
|--|---|--|--|---|
| 1. | | | | |
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| 17. | | | | |
| 18. | | | | |
| 19. | | | | |
| 20. | | | | |

Date of Meeting: _____
Fecha de la junta

No. of Employees: _____
No. de empleados

Accidents and Injuries reviewed:
Accidentes y lesiones revisadas

Subjects presented and discussed:
Temas presentados y discutidos

Suggestions and recommendations:
Sugerencias y recomendaciones

**METHOD OF APPROACH:
SAFETY PROGRAM**

Driver Vehicle Inspection Steps

#1 Check Cab Mechanical Items

- ✓ Steering: No excess play
- ✓ Gauge operations
- ✓ Horn
- ✓ Defroster functional
- ✓ Windshield (clean and no cracks)
- ✓ Windshield wipers operational
- ✓ Mirrors: Clean and present
- ✓ Parking brake

#2 Check Engine Compartment & Fluid Levels

- ✓ Engine oil level (weekly)
- ✓ Transmission fluid (weekly)
- ✓ Coolant/anti-freeze level
- ✓ Brake fluid
- ✓ Windshield washer fluid
- ✓ Engine Belt present and untrayed
- ✓ No fluid on the ground
- ✓ Battery is secure

#3 Check Lights

- ✓ Headlights - low and high beams
- ✓ Turn signals
- ✓ Brake lights
- ✓ Emergency flashers
- ✓ Back-up lights and alarm
- ✓ License plate light
- ✓ Marker and clearance lights

#8 Check Safety Items

- ✓ Fire extinguisher (charged/date/mounted)
- ✓ First Aid kit
- ✓ Safety triangle kit
- ✓ Cones (5)
- ✓ Annual DOT or inspection sticker is current
- ✓ Driver and vehicle documents present

#7 Check Left Side of Vehicle

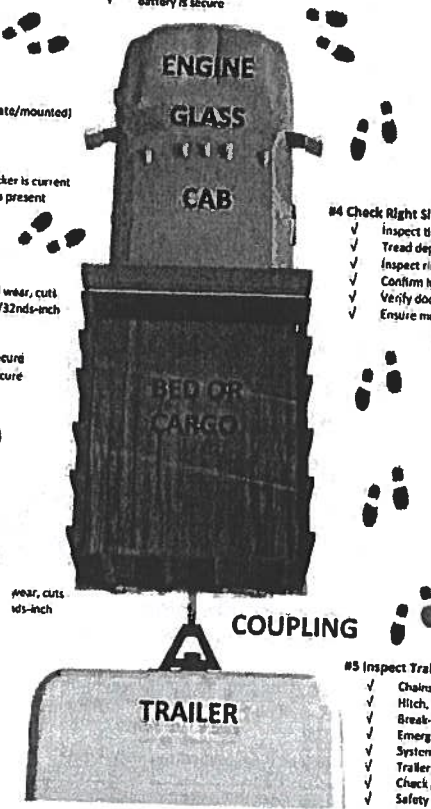
- ✓ Inspect tires for flats, unusual wear, cuts
- ✓ Tread depth of no less than 4/32nds-inch
- ✓ Inspect rims for defects
- ✓ Confirm lug nuts are present
- ✓ Verify doors and panels are secure
- ✓ Ensure moveable items are secure

#6 Check Rear of Vehicle

- ✓ Doors and gates properly latch
- ✓ Ensure moveable items secure

#4 Check Right Side of Vehicle

- ✓ Inspect tires for flats, unusual wear, cuts
- ✓ Tread depth of no less than 4/32nds-inch
- ✓ Inspect rims for defects
- ✓ Confirm lug nuts are present
- ✓ Verify doors and panels are secure
- ✓ Ensure moveable items are secure



#5 Inspect Trailer

- ✓ Chains crossed
- ✓ Hitch, coupling device and safety pins
- ✓ Break-away cable attached to the truck
- ✓ Emergency break-away battery power
- ✓ System in working condition
- ✓ Trailer jack operational
- ✓ Check gate springs and cables
- ✓ Safety decal in place

STRETCH & FLEX PROGRAM

It's A Lifestyle Change

Whenever you stretch, remember the objectives of stretching, which are to improve flexibility, strengthen and lengthen your muscles so they can perform optimally, prevent injuries, and enhance circulation. To be effective, stretching needs to be slow, gentle, and focused. Always begin your stretch with a good foundation: feet are hip-distance apart, soft bend in the knees, standing tall through your spine. This will assist in isolating the muscle groups you are stretching. Inhale as you set up the stretch, then exhale as you lean into the stretch, moving slowly and lightly to extend the muscle to its greatest point of extension. Stop when you feel a mild tension and hold the stretch for the allotted time.

Even if you currently have poor flexibility, a regular stretching program will greatly improve your range of motion. The key is to be both patient and consistent. Your stretching should not cause pain, although it may feel a bit awkward or even uncomfortable in the beginning when extending a muscle to the far end of its present range of motion. Just know that when you integrate stretching in your day, you'll be amazed by how much better you'll feel all over!

**Developing healthier habits today
for a better tomorrow ...**

STRETCHING is a physical exercise that requires no equipment and can be performed virtually anywhere. Many of you reading this may say you have very little time for stretching, however, this therapeutic activity can be done at home while you watch your favorite TV show, while you're walking, or even while standing in line at the grocery store!

Sitting in the same position for long periods of time is known to have harmful consequences on the body. Some negative effects include, poor posture, shortening of the muscles, decreased muscle elasticity, and reduced range of motion. These symptoms show a higher risk that may lead to more severe problems in the future.

Most of the population believes that stretching is something performed by elite athletes; in fact it is a good routine that we should all be doing regardless of our present activity level.

Brickman strongly believes it is important to include a stretching program into your daily regimen.

If practiced consistently, it will become part of your lifestyle.

Brickman's vision for its co-workers is to receive optimal health benefits that can be utilized for a lifetime. Participating in a daily stretching program will not only improve your health and wellness at work, but also in your personal lives at home and with your loved ones!



SAFETY ALERT


REQUIRED: Please review weekly talking points with all team members and document participation on your weekly tailgate meeting form. Post this alert in a prominent location visible to all crews and staff.

| SAFETY FOCUS | COMPLETION DATE | LOCATION | INJURY / SEVERITY |
|---|--|---------------|--|
| <i>All Operations</i> – The most important issue is COMMUNICATION . Knowing who to contact and the method of contacting someone to resolve any vehicle/towed unit issues is the key to being effective in maintaining a fleet and repairing units needing attention. | Begin week of Dec 4th, 2017 and end week of Dec 25th, 2017 | All Locations | The safe operation of any vehicle, cart or equipment requires skill and concentration. Proper and consistent training of all drivers/operators is necessary to avoid a serious accident or fatality. |

DETAILS

Please use the weekly talking points below to enhance your weekly tailgate meetings. Always allow for questions and answers at the end of each session.


Week 1 – Vehicle Safety



Talking Points for Week 1 – (12.4.2017)

- Seatbelts must be used by all vehicle occupants when vehicle is in motion.
- Drivers are prohibited from using, texting or holding cellular phone or any type of electronic device including GPS while vehicle is in motion.
- Drivers shall obey all local and state traffic laws.


Week 2 – Vehicle Inspections



Talking Points for Week 2 – (12.11.2017)

- Every vehicle in the fleet should be maintained in a manner that ANYONE who is cleared to drive a vehicle can drive it safely and without surprise.
- Drivers should know who to contact about correcting issues
- Some issues should be deferred to the trained mechanics
- The daily 90 second walk-around should be to check major issues


Week 3 – Trailer Safety



Talking Points for Week 3 – (12.18.2017)

- All trailers are to be visually inspected daily before use.
- All trailer connect hardware is required to be Grade 8 nuts and bolts. Welding of chains is not acceptable.
- Ensure trailer floor does not have soft spots or trip hazards.
- Ensure that all lights are operational
- Cargo shall be secured properly.

Week 4 – Utility Vehicles



Talking Points for Week 4 – (12.25.2017)

- Use of Utility Task Vehicles (UTVs) is prohibited on public roadways and traffic lanes unless the UTV meets the requirements under State and Local traffic ordinances.
- Keep safe distance from other vehicles, equipment and pedestrians.
- Look in every direction and proceed cautiously when crossing roadways. Cross roadways at intersections or cross walks.

Remind our teams that if any work cannot be performed safely...STOP... and contact Branch Management or Branch Safety Leader. Failure to do so could result in serious injury and/or a fat

QUALIFICATIONS AND EXPERIENCE OF THE FIRM

BrightView Companies, LLC. is the largest landscape company operating throughout the United States. With 140 years of combined industry knowledge and experience, the Company's track record of strong growth driven by a steady increasing base of repeat customers underlines our ability to dependably deliver the best expertise in the business and provide our clients significant value for each landscape dollar spent. With over 22,000 employees and more than 150 locations in 32 states in the United States, BrightView provides more landscape services to more customers than any other company in the business. Our Services Include:

- Design
- Pre-construction services
- Landscape Construction
- Landscape Maintenance
- Beautification and Renovation
- Golf Course Maintenance

We are well experienced with municipality work and currently provide similar services for the City of Anaheim, City of Lake Forest, City of San Juan Capistrano, City of Laguna Woods, City of Westminster, Whittier, Newport Beach, City of Irvine in addition to Rancho Santa Margarita, OC Superior Courts, Rosehill Memorial Park, and Disneyland Resort. We have in-house site development expertise in multiples areas, including, sports turf, irrigation management, water management, erosion control, chemical application, fertigation, arbor care, weed abatement, pest management, pressure washing, and janitorial. The company's diverse project experience includes public and private property such as: Public Works, HOAs, theme parks and recreation facilities, sport field complexes, hotels and resorts, commercials and industrial developments, public facilities, open space, nature parks and trails, streetscapes, and highways. We hold a current contractor's license with C27, C31, C61, and D49 categories.

We are competitively priced in all market segments and our financial stability can be supported by bank references and letters of good standing. We have a bonding capability of \$50Million, over \$400Million nationwide, and will be able to provide the required insurances, licenses, tools, machinery, and labor head count to cover the needs of a contract of this magnitude.

Our employees are constantly trained in their individual areas and are fully capable of providing the highest quality of services. Through our "BRIGHTPATH PROGRAM" we not only offer training for entry level individuals but also a career path for growth to all levels of employees.

Recruitment and Retention

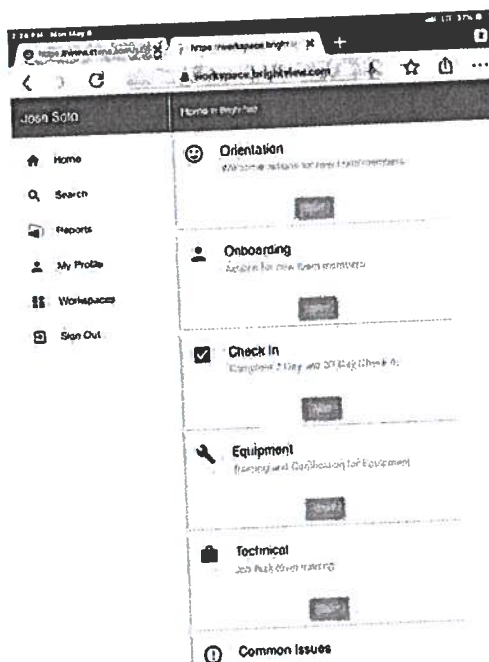
BrightView is one of the leading organizations when it comes to hiring and recruitment practices within the landscape maintenance industry. We have an onsite, dedicated Community Recruiter whose sole job is to hire and retain BrightView crew members, through extensive interviews, screening and onboarding training programs. Our Community Recruiter is in constant contact with our managers regarding their staffing needs and works closely with each manager to conduct interviews. At this stage the City of Costa Mesa at their own discretion can recommend former employees who have been displaced due to layoffs, etc. The following describes our process in the order that each phase that must be completed:

1. Applicant Applies
2. Initial Screening
3. Interview(s)
4. Pre-Employment Assessment
5. Offer of Employment
6. Background Check
7. Drug Test
8. Orientation and Hire



QUALIFICATIONS AND EXPERIENCE OF THE FIRM

All Project Managers and Supervisors are supported by a new BrightView App which provides them with the tools they will need, such as a complete trainer guides and skills matrix. This program not only increases team member satisfaction and retention, it also ensures the delivery of ready, trained, safe and enabled crews who provide consistent, quality service to our customers. With ongoing training and coaching they will acquire new skills and develop professionally and grow in their careers at BrightView.



Processing for Invoices

The accounting is handled here in Santa Ana and are supported by 30 other account personnel located in Blue Bell PA. As a publicly traded company BrightView must be in compliance with the Sarbanes-Oxley (SOX) Act of 2002, this means that we operate under stricter rules for recording corporate financial statements. This also means that we will comply with the city's billing process and submit to you all records in a timely manner. So that we remain well organized and to reduce administrative time, we have a dedicated Branch Administrator who has the operating software and procedures in place to best serve the needs our our municipality clients. A simple measure to provide one single point of contact for any city employee that needs to resolve billing inquiries.



FINANCIAL STABILITY

June 28, 2018 BrightView kicked off as a publicly traded company with stocks open for trade under NYSE: BV

Offeror's is a wholly owned subsidiary of BrightView Holdings, Inc., publicly traded on the NYSE. All financial information can be found on reputable finance portals and also can be located on Offeror's investor page which holds all SEC filings at:

<https://investor.brightview.com/financials-and-filings/sec-filings/default.aspx>

For other years or older info, we can provide abbreviated financials, in the case that you require more detail please let us know.

Summary of Key Financial Data:

| | Fiscal 2020 Year Ended: Sep 2020 | Fiscal 2019 Year Ended: Sep 2019 |
|-----------------------------------|-------------------------------------|-------------------------------------|
| Cash | \$157.1M | \$ 39.1M |
| Accounts Receivable | \$319.2M | \$ 333.7M |
| Investments | N/A | N/A |
| Other Current Assets | \$55.7M | \$ 44.5M |
| Total Assets | \$3,071.0M | \$ 2,928.6M |
| Current Liabilities | \$450.1M | \$ 332.7M |
| Total Liabilities | \$1,799.5M | \$ 1,644.8M |
| Stockholder's Equity | \$1,271.5M | \$ 1,283.8M |
| Gross Profit | \$595.3M | \$ 638.2M |
| Operating Expenses | \$527.4M | \$ 452.2M |
| Income from Continuing Operations | \$245.1M | \$ 129.7M |

Ali Mortazavi <ali.mortazavi@brightview.com>
Susan DeSantis <Susan.DeSantis@brightview.com>
Joshua Dake <Joshua.Dake@brightview.com>
Stephanie Johnston <Stephanie.Johnston@brightview.com>

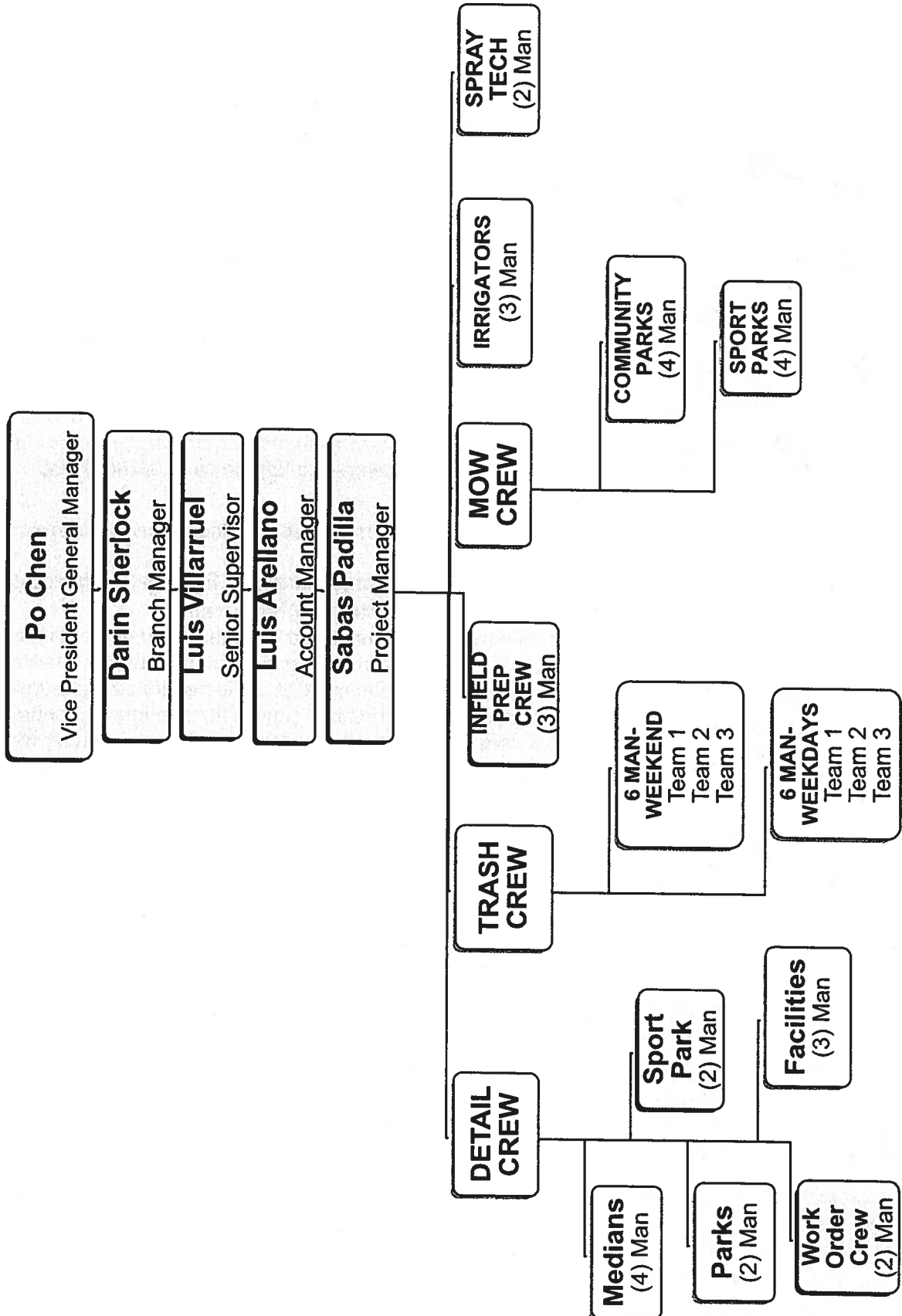


KEY PERSONNEL

We are an Equal Employment Opportunity employer and shall not discriminate against any employee or applicant for employment based on race, religion, color, gender, age, marital status, sexual orientation, AIDS or AIDS-related symptoms. We comply with the Federal Immigration Act and do thorough background checks on our employees through E-verify and request a drug test through Alere Toxicology Solutions program called "MyeScreen," a web based application. Prospects get to visit the nearest Concentra Facility or Mededpost facility

The City Supervision team is already well acquainted with our Personnel, they are the **key staff** that will be involved with the decision and execution of **PARKS & LANDSCAPE MAINTENANCE SERVICES**. The Senior staff and Newly promoted and seasoned member Sabas, AND Foremen, laborers, and irrigation technicians will remain in place upon award of the contract. The following chart describes the project flow and organization of the communication roads within the personnel assigned to the project:

KEY PERSONNEL: LABOR ORGANIZATION CHART



KEY PERSONNEL

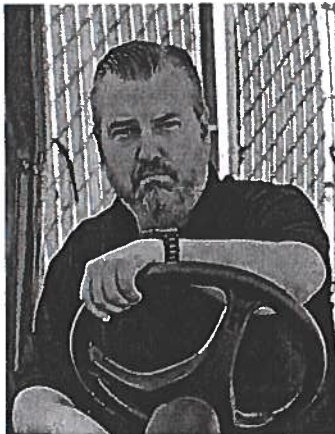


PO CHEN *Vice President & General Manager, Greater Orange County*
949.338.5501 | Po.Chen@brightview.com

As Vice President & General Manager at BrightView, Po has had the unique experience of leading part or all of its three major divisions: Landscape Architecture, Landscape Construction, and Landscape Maintenance over the past 12 years. Po currently leads the company's Orange County operations, responsible for over 600 staff. Prior to that, he led BrightView's largest, flagship Development branch, responsible for nearly 400 staff. The branch built many iconic and successful landscapes including (but not limited to): The Orange County Great Park, UC Merced Campus Expansion, Los Angeles County Museum of Art (LACMA), and the Four Seasons Hualalai (Hawaii).

Po earned his MBA from the University of Pennsylvania's Wharton School majoring in Organizational Management and Human Resources, and holds dual degrees in Political Science and English from UC Berkeley.

RESPONSIBILITIES: Greater Orange County Operations and Development



DARIN SHERLOCK *Operations Manager, Greater Orange County*
949.614.9148 | Darin.Sherlock@brightview.com

Darin has been involved in the landscape industry for over 11 years, and he has over 28 years of customer service and client retention. Darin brings to our customers an extensive knowledge of fertigation and the understanding and application of various fertilizers and soil amendment products. He also brings a vast knowledge of developing and implementing various new technologies and applying them to each job.

ROJECTS: City of Lake Forest, City of Anaheim, Anaheim Disneyland Resort, City of San Juan Capistrano, OCTA, City of Fountain Valley, City of Costa Mesa, City of Laguna Woods, City of Laguna Beach, City of Brentwood, City of Oakley

RESPONSIBILITIES: Customer Relations, Project Coordinating, Overseeing Supervisory Staff, Overseeing Work Quality, Scheduling, Consultant and Sales, Equipment and Inventory Control, Budgeting, Problem Solving and more.



LUIS VILLARRUEL VELASCO *Account Manager*
714.296.7938 | Luis.VillarruelVelasco@brightview.com

Luis has been in the professional landscape services industry for the past ten years. He has a passion for work in the field and leaped to the immediate position with us as a Foreman and has been managing the chemical applications and enhancement work. With BrightView he has grown at an exemplary level and manages several of our most prestigious accounts. Prior he had five year's experience as an irrigator and is experienced in water management, sports field management, spray tech, and arbor care. He collaborates with colleagues and endeavors, has managed projects of over 150 acres and crews of 35 people. He is also experienced in creative

KEY PERSONNEL

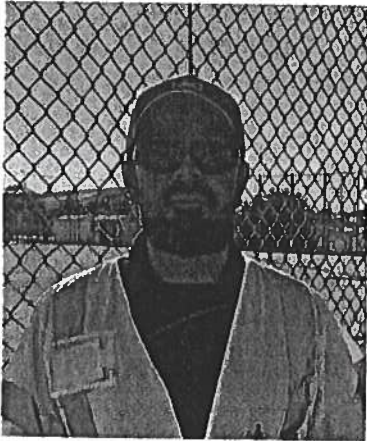
installations, estimating, purchasing and inventory management.

ROJECTS: City of Costa Mesa, I-5/I-405 Spectrum Interchange, City of Laguna Woods, City of Cypress

RESPOSABILITIES: Irrigation System, Water Management, Infield prepping, Sports Turf Management, Renovations, Purchasing, Scheduling, Time Management, Crew Management, Overseeing Work Quality.

LUIS ARELLANO *Production Manager*

657.242.7719 | luis.arellano@brightview.com



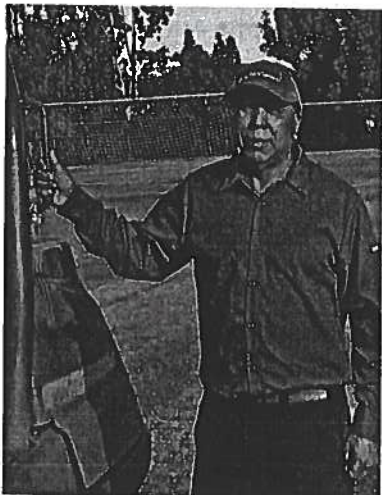
Luis has been in the professional industry well over 20 Years. He had been working as a Foreman in the post maintenance division for a Landscape Construction company since 2001 and before that he had worked for another large Landscape Construction firm where he gained Union accreditation as Journeyman through extensive training. He joined our team in the Summer of 2015 in the elevated position of Irrigator for the prestigious contract at the Anaheim Disneyland Resort. He assisted the renovations team and Quickly escalated to Production Manager for Laguna Woods, Spectrum I-5/I-405 Interchange and finally for the City of Costa Mesa. Here he is the backbone of team unification and elevating the team's strengths. Luis works closely with upper management to meet city requirements. He works closely with the laborers to help guide them and improve themselves and build a career with us. He believes that this is the key to putting out quality work to our clients and has invested heavily in keeping crew members organized and thoroughly following through with their progress. He has molded himself to be like staff members he looks up to. He likes to teach, he likes to have goals, loves to learn and work with teams and listen to the crew's needs. His moto is discipline, organization and earning the trust of your peers is essential to putting out impeccable work.

ROJECTS: Costa Mesa Parks and Facilities

RESPOSABILITIES: Irrigation System, Water Management, Sports field maintenance, Turf Renovations, Large Equipment Operator, Tree pruning, Crew Management and training, Day-to-Day work flow.

SABAS PADILLA HERNANDEZ *Production Manager*

714.296.7941 | j.padillahernandez@brightview.com



Sabas is responsible, agreeable and always willing to work with everyone. He has been in the landscape field for 15 years. He has a passion for work in the field, began his career in the industry from the bottom and has rightfully earned a higher position and the respect of our team. Although his early aspirations were far from landscaping by earning his degree in Communications to follow the path of radio host; now our staff and clients benefit from an excellent communicator, who leads by example and inspires his crew daily. He works in close communication with labor, technicians, Brightview management and city management to ensure smooth daily operations. He is heavily committed to produce quality work, always

KEY PERSONNEL

searching for new ideas to be more efficient, tests them and coaches the crew. He has been at the front of the infinite quest of finding innovative ideas to reduce cost, work more efficiently and succeed. His moto is "No matter what I do or where I am at I will give it my best for myself and for my clients."

PROJECTS: City of Costa city-wide services , City of Anaheim Alleys and bus stops

RESPOSABILITIES: Leads Daily tailgate meetings, Time Management, Crew Management, Overseeing Work Quality, He takes the lead in coordination of general maintenance and enhancement work, Ensures all equipment on his projects are in working order and operating at the highest standards.

KRISTI FALLIAUX *Regional EH&S Manager*

818.472.8892 | Kristi.falliaux@brightview.com



Kristi is a recent transfer from our SoCal Northwest Region where she supported the safety efforts in both SoCal NW and Golf over the last eight months. Prior to BrightView, Kristi spent over 15 years in the environmental industry (Waste Management) where she focused on field succession mentoring, enhancement team member engagement and creating a world class safety culture. In addition to her extensive OSHA regulatory knowledge, Kristi is a Certified Environmental Specialist and is a subject matter expert in the Resource Conservation Recovery Act (RCRA) and Hazardous Material Management (HazMat).

CHRISTIAN GALINDO *Certified Chemical Technician*

949.324.3486 | Christian.Galindo@brightview.com



Christian graduated from University of Florida and furthered his studies at the University of Delaware. He's been in the industry for over 20 years and has experience in retail, construction and excels in display horticulture, design and agronomics and is currently the OC regional QAL. He was the lead horticulturist for Estate Gardens by ValleyCrest where he was in charge of the maintenance of high profile residential estates in Malibu/Beverly Hills.

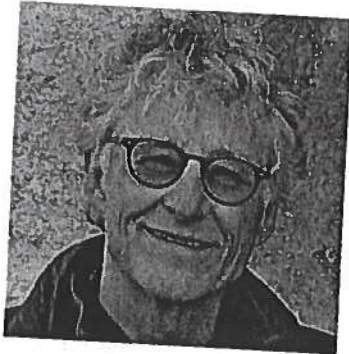
CREDENTIALS:

B.S. Environmental Horticulture - University of Florida

M.S. Public Horticulture - University of Delaware

California Qualified Applicator No. 126268 (Categories: B,C)

KEY PERSONNEL



JOHN LAW *Director of Technical Services*

510.305.1101 | John.Law@brightview.com

Dr. Law has been with BrightView for 16 years serving as a horticultural project consultant for California, Oregon, Washington, Nevada and Arizona Regions. He is responsible for landscape problem identification and solutions, product research, sustainability, pest management, regulatory compliance and other technical parts of the green industry. He spends most of his time working in the field with landscape Account Managers to efficiently maintain and enhance commercial landscapes, sports fields, college campuses, parks, storm water/artificial wetlands and resorts.

CREDENTIALS:

Ph.D. Biological Sciences, University of Rhode Island. Kingston. RI.

M.S. Plant Physiology. University of California. Davis, California.

B.S. Biology. Syracuse University. Syracuse. New York.

OSHA 40-Hour Health and Safety Procedures for Hazardous Waste Site Personnel. Certificate HS389.

California Pest Control Advisor No. AA02097 (Categories: A,B,D,E,G,)

LEED Accredited Professional (AP) for Operations + Maintenance (AP O+M)

ISA Certified Arborist WC-1032

California Pesticide Applicator License No. 99416 (Categories: A,B,C,D)

PROJECTS:

Los Angeles Rams Practice Facility, Thousand Oaks, Ca

Arizona Cardinals Football Stadium, Glendale, Az

College of Marin Sports Field Complex, Kentfield, Ca

Camarillo Sports Complex, Camarillo, Ca

Specializes in parks and athletic fields; inclusive of vertically-drained sand-based sports fields, synthetic turf, and full scope landscape & hardscape construction

MURRAY COOK *Sports Turf Specialist*

240.882.0903 | Murray.Cook@brightview.com

Murray has been with Brightview for 15 years and with over 35 years of professional sports venue management, design and construction experience, he has gained a wealth of knowledge in the design, construction and management of Major Baseball Stadiums and Multi-Sport Complex venues. His industry knowledge as to the most current methods of sports field design, construction and management has been implemented at sports facilities around the world. He has provided sports venue design and management services in over 30 different countries worldwide.

CREDENTIALS:

Bachelors of Science, Sports Turf Management

Past President of the National Sports Turf Managers Association

Major League Baseball's Official Field Consultant for 25 years

PROJECTS: Provided field design and management for over 15 MLB teams including Miami Marlins, San Francisco Giants, Atlanta Braves and the St. Louis Cardinals





KEY PERSONNEL

JAMES CARR *Regional Irrigation Manager-Southwest Region
(Orange County, San Diego, Arizona, Las Vegas New Mexico)*
480.823.1734 | James.Carr@brightview.com
James has worked with BrightView since 2017 and oversees Irrigation and Water Management Services for BrightView in the Southwest Region and is also part of BrightView's Irrigation Training Program.



James has worked in the Irrigation industry since 2004, starting off in Arizona. He is passionate about irrigation and education always maintaining a curiosity and drive to learn and stay ahead of the industry. He is currently volunteering with the local ALCA to educate and improve the industry standard of Irrigation Work in the state. His passion for education has gone above and beyond in irrigation and overflowed into most areas of Landscape that work closely with Irrigation.

CREDENTIALS:

- IA Certified Landscape Irrigation Auditor
- IA Certified Landscape Water Manager
- IA Certified Irrigation Technician
- US EPA Water Sense Partner
- ABPA - Backflow Prevention Specialist #03-02931
- ISA Certified Arborist- WE-12573A
- ALCA ACLP, SLM Certified
- ALCA Certified Irrigation Tech Level 1 and 2
- Baseline Base Manager Certified
- Hunter Certified
- Toro Certified
- Rainbird Certified
- WeatherTRAK Certified

EXTENSIVE EXPERIENCE MANAGING THE FOLLOWING SYSTEMS:

- HydroPoint WeatherTRAK
- BaseLine BaseManager
- RainMaster iCentral/Maxicom
- RainBird IQ Cloud Based System
- WeatherMatic Smartline
- Irritrol/Toro Controllers
- Hunter Controllers



RFP22-10/C03921



**VENDOR APPLICATION FORM
FOR
RFP No. 22-10 for PARKS & LANDSCAPE MAINTENANCE SERVICES**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: BrightView Landscape Services, Inc.

Contact Person for Agreement: Jeff Herold

Title: COO / President E-Mail Address: jeff.herold@brightview.com

Business Telephone: Main O. 714.546.7843
Mgr. mobile 949.614.9148
Super. 714.296.7938 Business Fax: none

Corporate Mailing Address: 1960 S. Yale Street

City, State and Zip Code: Santa Ana, CA 92704

Contact Person for Proposals: Darin Sherlock

Title: Branch Manager E-Mail Address: darin.sherlock@brightview.com
luis.villarruelvelasco@brightview.com

Business Telephone: 844.620.9797 Business Fax: none

Is your business: (check one)

- NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION LIMITED LIABILITY PARTNERSHIP
 INDIVIDUAL SOLE PROPRIETORSHIP
 PARTNERSHIP UNINCORPORATED ASSOCIATION



RFP22-10/C03921

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

| Names | Title | Phone |
|--------------------|-----------------------|--------------|
| Jeff Herold | CEO and President | 484.567.7202 |
| Robert Tyler | Treasurer | 484.567.7249 |
| Jonathan Gottsegen | Secretary | 484.567.7220 |
| Tomas Kuehn | Assistant Secretary | 818.737.2635 |
| Susan DeSantis | Assistant Secretary | 240.707.8959 |
| Joshua Dake | Senior Vice President | 619.954.0063 |

PLEASE SEE ATTACHED CORPORATE BOARD RESOLUTION FOR LIST OF ALL CORPORATE OFFICER NAMES

Federal Tax Identification Number: 95-2651541

City of Costa Mesa Business License Number: 266211

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: #08434 exp January 31, 2022

RFP22-10/C03921

COMPANY PROFILE & REFERENCES

Company Legal Name: BrightView Landscape Services, Inc.

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: 266211

Business Address: 1960 S. Yale Street, Santa Ana, CA 92704

Website Address: <https://www.brightview.com/company/about-brightview>

Telephone Number: Mgr. 949.614.9148
Super. 714.296.7938

Facsimile Number: none

Email Address: darin.sherlock@brightview.com | luis.villarruelvelasco@brightview.com

Length of time the firm has been in business: 51years

Length of time at current location: 5years

Is your firm a sole proprietorship doing business under a different name: ___ Yes X No

If yes, please indicate sole proprietor's name and the name you are doing business under: -----

Federal Taxpayer ID Number: 95-2651541

Regular Business Hours: Mon - Friday 8am - 4:30pm

Regular holidays and hours when business is closed: Jan 1st, Memorial, July 4th, Labor Day, Thanks giving Thursday and Friday, Dec 24 and 25, Dec. 31st | Hrs: 24hrs on the Holiday

Contact person in reference to this solicitation: Darin Sherlock | Luis Villarruel

Telephone Number: Mgr. 949.614.9148
Super. 714.296.7938 **Facsimile Number:** none

Email Address: darin.sherlock@brightview.com | luis.villarruelvelasco@brightview.com

Contact person for accounts payable: Ambar Calderon | Dana Chang

Telephone Number: AM 310.714.7379
Controller 714.277.8760 **Facsimile Number:** None

Email Address: ambar.calderon@brightview.com
dana.chang@brightview.com

Name of Project Manager: Luis Villrruel | Luis Arellano

Telephone Number: Villarruel 714.296.7938
Arellano 657-242-7719 **Facsimile Number:** none

Email Address: Luis.villarruelvelasco@brightview.com | Luis.arellano@brightview.com



RFP22-10/C03921

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Newport Beach

Contact Name: Gregory Haynes - Park Maintenance Supervisor

Contract Amount: \$1.9M

Email: ghaynes@newportbeachca.gov | T. 949.289.1248

Address: Public Works Department, 100 Civic Center Drive, Newport Beach, CA 92660

Brief Contract Description:
Landscape Maintenance of citywide streetscape inclusive of medians, parkways, lookout points, parking lots, and well sites

Company Name: City of Lake Forest

Telephone Number: (949) 616-5557

Contact Name: Hugo Andreani Landscape Inspector/Public Works

Contract Amount: \$1M Annually

Email: handreani@lakeforestca.gov

Address: 100 Civic Center Drive Lake Forest, CA 92630

Brief Contract Description:
Complete Landscape Services of Sport Facilities. 86 Acres inclusive of 5 Baseball Fields, 4 Soccer

Company Name: City of San Juan Capistrano

Telephone Number: (949) 842-2176

Contact Name: Jason Core

Contract Amount: \$600,210 Annually

Email: jcore@sanjuancapistrano.org

Address: 32400 Paseo Adelanto, San Juan Capistrano, CA 92675

Brief Contract Description:
City-Wide Complete Landscape Services for Parks, Medians and Parkways, and City Facilities



RFP22-10/C03921

Company Name: City of Anaheim

Telephone Number: (714)765-4461

Contact Name: Jose Cañedo - Park Services Superintendent

Contract Amount: \$970,900 Annually

Email: Jcanedo@anaheim.net

Address: 200 S. Anaheim Blvd. Anaheim, CA 92805

Brief Contract Description:

450 Acres. We handle every aspect of landscape maintenance for the West Area Parks, including water management and twenty-two athletic fields

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

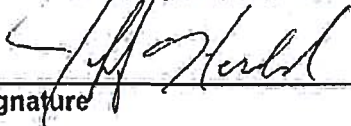
Brief Contract Description:

RFP22-10/C03921

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal RFP No. 20-10 FOR PARKS & LANDSCAPE MAINTENANCE SERVICES at any time after November 10, 2021.



Signature

Date: 12 / 3 / 2021

Jeff Herold - COO/President
Print

OR

I certify that Proposer or Proposer's representatives have communicated after November 10, 2021 with a City Councilmember concerning informal RFP No. 22-10 FOR PARKS & LANDSCAPE MAINTENANCE SERVICES. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

RFP22-10/C03921

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None



RFP22-10/C03921

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

RFP22-10/C03921



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

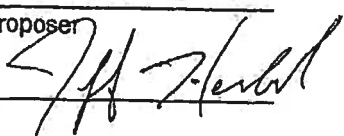
| Date | Name of Donor | Company/Business Affiliation | Name of Recipient | Amount |
|------|---------------|------------------------------|-------------------|--------|
| n/a | | | | |
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Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Jeff Herold - COO / President

Bidder/Applicant/Proposer
12 / 31 / 2021
Date



C03921#22-09 ADDENDUM NO. 1



**ADDENDUM NO. 1
REQUEST FOR PROPOSAL
FOR
PARKS & LANDSCAPE MAINTENANCE SERVICES
RFP NO. 22-10**



**PUBLIC SERVICES
CITY OF COSTA MESA**

Addendum Released on November 18, 2021

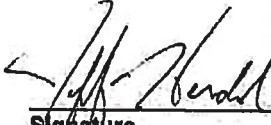
The referenced document has been modified as per the attached Addendum No. 1

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.

- ~~Delete~~ Appendix B, Sample Maintenance Services Agreement; and
- Replace with attached revised Appendix B, Sample Maintenance Services Agreement.

All other provisions of the invitation for bid shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

 12/31/2021
Signature Date
Jeff Herold - COO / President
Typed Name and Title

BrightView Landscape Services, Inc.
Company Name
1960 S. Yale Street
Address
Santa Ana CA 92704
City State Zip

EQUIPMENT

Operating Facility

Our Maintenance Team dispatch from the Neighboring City of Santa Ana. Your assigned local Operating Facility will be just 5.2 miles from Costa Mesa City Hall: 1960 S. Yale, Santa Ana, CA 92704. Our Corporate Office is at 27001 Agoura Road, Suite 350, Calabasas, CA 91301.

BrightView has the resources and assets at our disposal to better serve our customers. We have a Full Service Mechanic's Shop with 2 - full time mechanics that conduct routine maintenance on all trucks and equipment used on all of our jobs. Our crew will have several fully stocked Ford F-250 truck, complete with shovels, brooms, pitch forks, rakes, pruners, wheelbarrow, hoes, chainsaws,



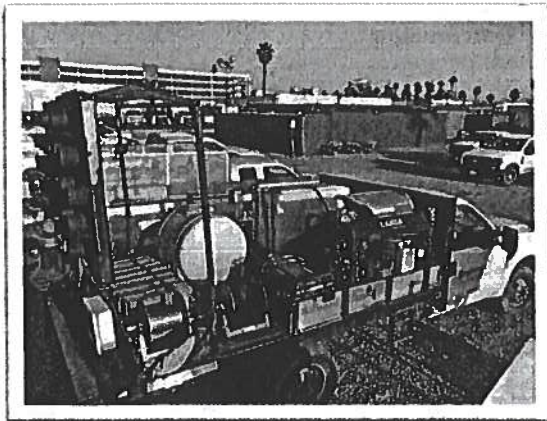
leaf blowers, burlaps, etc. to manicure each site thoroughly. To ensure public safety traffic control equipment such as warning lights, signs, cones, and fire extinguishers are also readily available. Some of these trucks will also be equipped with a trailers that will haul all of the mowers and specialty sports turf equipment for each of the job sites. We will have dedicated equipment for Tewinkle and Jack Hammet on site as well as allow access to the Reel Mower to the Los Angeles Chargers Maintenance Staff as directed under SPORTS TURF MAINTENANCE in the scope of work.

Also as a special offer to the City and in appreciation of having the city of Costa Mesa as our client for the past four years we are including upgrade Reelmaster from the john deer model to the larger Toro. One each dedicate to Tewinkle and Jack Hammet and one Spray Cart to be dedicated to the entire contract.

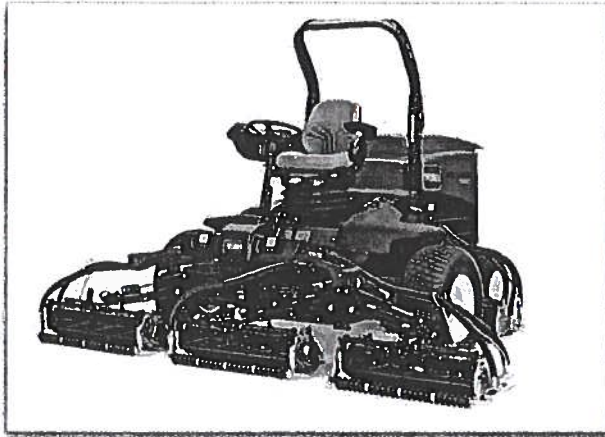
Our crew possess the most current and up-to-date tools available, as to the best service this project. Our shears, trimmers, mowers, and blades are constantly sharpened for the best cutting edge possible, as to not damage the plant materials. Brightview has larger equipment available in house such as boom trucks, tree trimming trucks, bobcats, tractors, dethatchers, slice aerators, etc. for such times when the need arises.

In the following attachment we demonstrate the equipment we currently have available:

Equipment



Equipment



BrightView will upgrade to two of these units. Each dedicated for sole use at Tewinkle Park and Jack R. Hammett Sports Complex

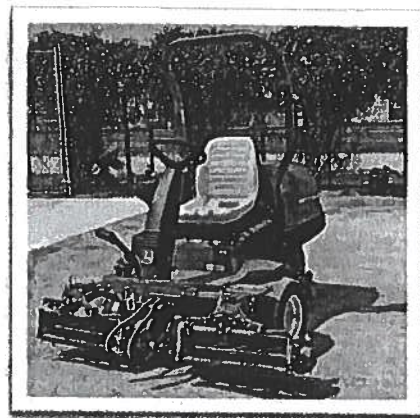


BrightView will upgrade to this unit to be dedicated to the entire contract.

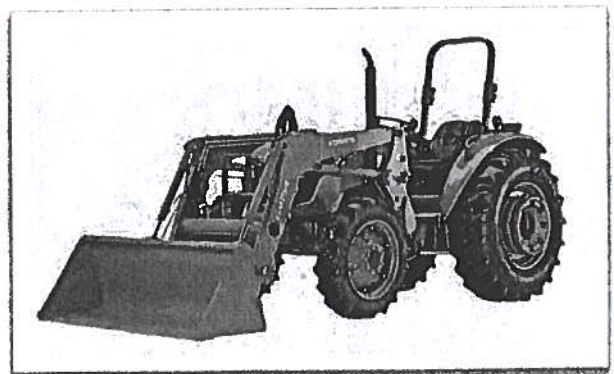
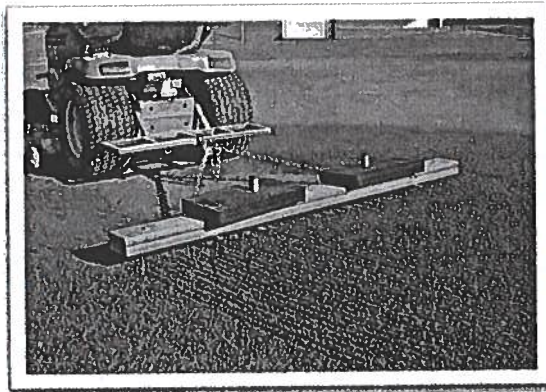
Will upgrade all 2-cycle equipment.



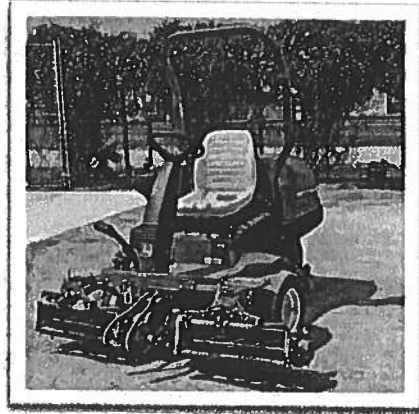
Equipment



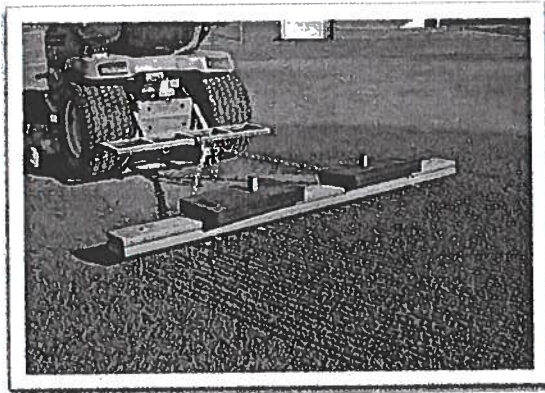
Equipment



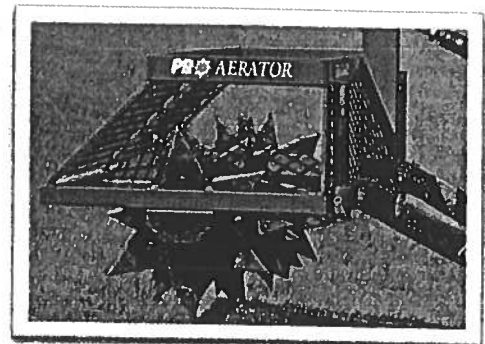
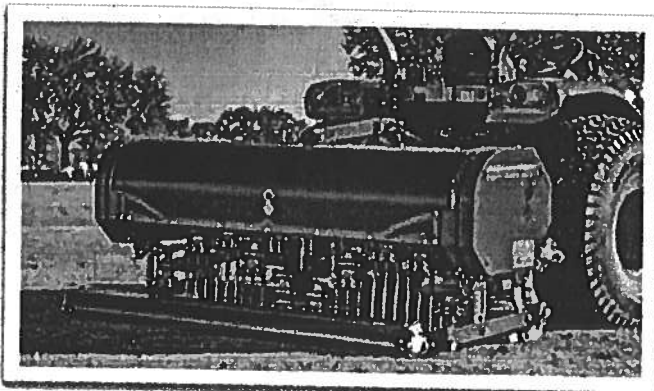
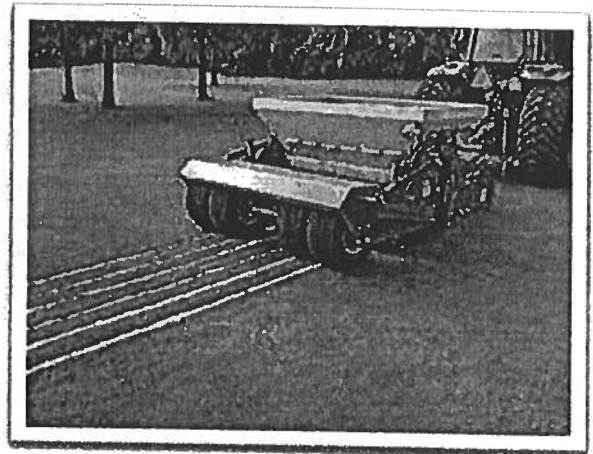
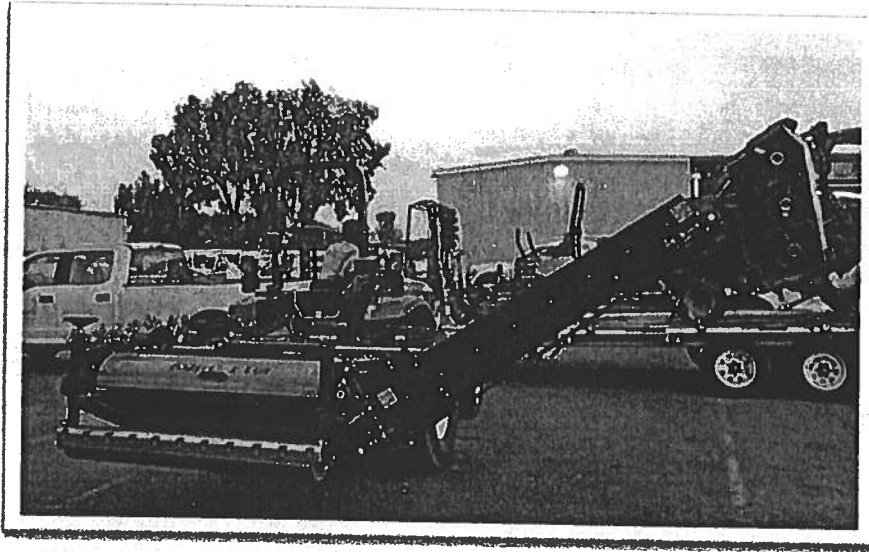
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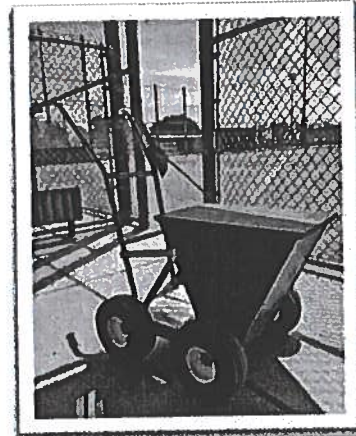
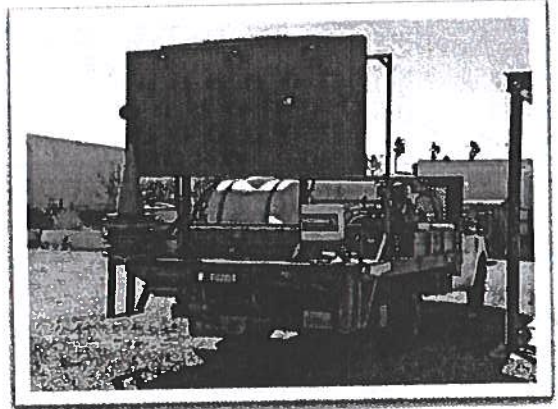
Equipment



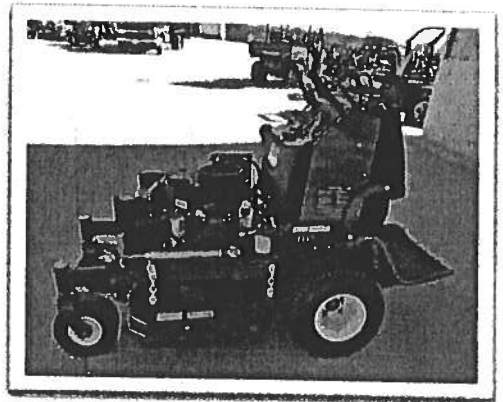
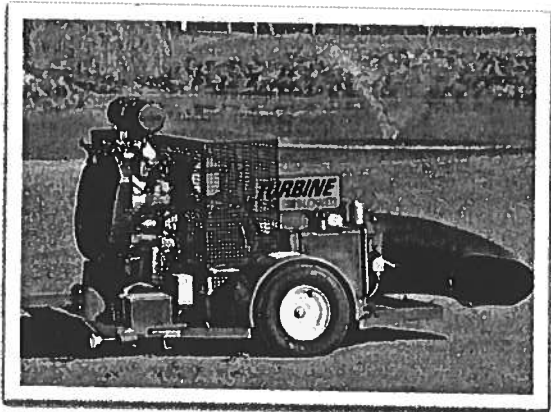
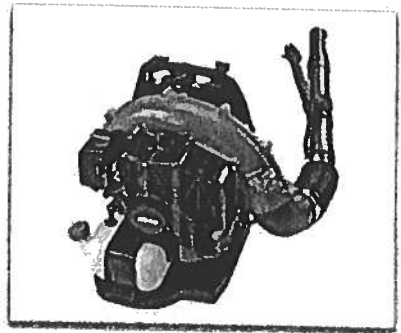
Equipment



Equipment



Equipment





October 14, 2021

Mr. Trevor Frey
Risk Management – Insurance Manager
BrightView Landscapes, LLC
980 Jolly Road
Blue Bell, PA 19422

RE: **NCCI – INTERSTATE RATING**
BrightView Landscape, LLC and its Subsidiaries
BrightView Landscape Services, Inc.
BrightView Landscape Development, Inc.
BrightView Tree Company
BrightView Golf Maintenance, Inc.
Western Landscape Construction

Dear Trevor:

Please allow this letter to serve as confirmation and certification that the Workers Compensation Experience Ratings from NCCI are as follows:

| EFFECTIVE DATE OF RATING | INTERSTATE RATING |
|--------------------------|-------------------|
| 10.1.2021 | 0.83 |
| 10.1.2020 | 0.69 |
| 10.1.2019 | 0.60 |
| 10.1.2018 | 0.53 |
| 10.1.2017 | 0.67 |
| 10.1.2016 | 0.68 |
| 10.1.2015 | 0.67 |
| 4.1.2014 | 0.93 |
| 4.1.2013 | 0.97 |
| 4.1.2012 | 0.96 |
| 4.1.2011 | 0.90 |

Should you have any questions, or if additional information is required, then please do not hesitate to contact me at 267.252.0388 or sean.dent@aon.com.

Best Regards,

Sean Dent
Account Specialist

SUPPORT DOCUMENTS

| ACORD | | CERTIFICATE OF LIABILITY INSURANCE | | | | DATE(MM/DD/YYYY) 12/01/2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|------------------------------------|----------|---|-------------------------|--------------------------------|---|----------|-------------------|-----------|----------|---------------|-------------------------|-------------------------|--------|---|---|--|--|--|------------|------------|---|---|---|--|--|---------------|------------|------------|---|---|---|--|--|--------------|------------|------------|--|---|--|-----|-----|--|------------|------------|---|
| <p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA</p> | | | | <p>CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>INSURED Brightview Landscape Services, Inc. 1960 S Yale Street Santa Ana CA 92704 USA</p> | | | | <p>INSURER(S) AFFORDING COVERAGE</p> | | <p>NAIC #</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | <p>INSURER A: ACE American Insurance Company 22667</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | <p>INSURER B: American Guarantee & Liability Ins Co 26247</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | <p>INSURER C:</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | <p>INSURER D:</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | <p>INSURER E:</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | <p>INSURER F:</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>COVERAGES CERTIFICATE NUMBER: 570090456789 REVISION NUMBER:</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>INSR LTR</th> <th>TYPE OF INSURANCE</th> <th>ADDL INSR</th> <th>SUBR WVD</th> <th>POLICY NUMBER</th> <th>POLICY EFF (MM/DD/YYYY)</th> <th>POLICY EXP (MM/DD/YYYY)</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td>A</td> <td> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide/Herbicide Applicator Coverage GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: </td> <td></td> <td></td> <td>XSLG72473826001 SIR applies per policy terms & conditions</td> <td>10/01/2021</td> <td>10/01/2022</td> <td> EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 </td> </tr> <tr> <td>A</td> <td> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY </td> <td></td> <td></td> <td>ISA 025381598</td> <td>10/01/2021</td> <td>10/01/2022</td> <td> COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) </td> </tr> <tr> <td>B</td> <td> <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION </td> <td></td> <td></td> <td>AUC508596817</td> <td>10/01/2021</td> <td>10/01/2022</td> <td> EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 </td> </tr> <tr> <td>A</td> <td> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below </td> <td>Y/N</td> <td>N/A</td> <td>WLR67804041 WC - AOS SCFC67804089 WC - WI</td> <td>10/01/2021</td> <td>10/01/2022</td> <td> <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000 </td> </tr> </tbody> </table> | | | | | | | | INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide/Herbicide Applicator Coverage GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | XSLG72473826001 SIR applies per policy terms & conditions | 10/01/2021 | 10/01/2022 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 | A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | ISA 025381598 | 10/01/2021 | 10/01/2022 | COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) | B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | AUC508596817 | 10/01/2021 | 10/01/2022 | EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 | A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WLR67804041 WC - AOS SCFC67804089 WC - WI | 10/01/2021 | 10/01/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000 |
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| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WLR67804041 WC - AOS SCFC67804089 WC - WI | 10/01/2021 | 10/01/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>CERTIFICATE HOLDER Brightview Landscape Services, Inc. 1960 S. Yale St. Santa Ana CA 92704 USA</p> | | | | <p>CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc</i></p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Holder Identifier : C

Certificate No : 570090456789

SUPPORT DOCUMENTS

DIR Registration

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

**CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE**



License Number: **266211** Entity: **CORP**

Business Name: **BRIGHTVIEW LANDSCAPE
SERVICES INC**

Classification: **C27 C31 C61/D49**

Expiration Date: **03/31/2022** www.cslb.ca.gov



| Registration Number | Legal Entity Name | Registration Start Date | Registration Expiration Date | Status | Mailing Address | DBA Name | Craft Name |
|---------------------|-------------------------------------|-------------------------|------------------------------|--------|--|----------|------------|
| 1000005364 | BRIGHTVIEW LANDSCAPE SERVICES, INC. | 7/1/2021 | 6/30/2022 | Active | 27001 Agoura Rd Ste 350 CALABASAS United States of America 91301 | | Landscape |

SUPPORT DOCUMENTS

CREDENTIALS Kristi Falliaux Regional EH&S Manager



CHUBB



CHUBB
Global Risk Advisors

Safety Training

This Acknowledges that

Kristi Falliaux

Has successfully completed a 8 hour

Safe Operating Aptitude Certificate for MEWPs

Covering topics from 29CFR 1926 Subpart L, 29CFR 1929 Subpart M, 29CFR 1926.1010 of ANSI-SSA 102.23-2016 ANSI-SSA 102.36-2016 and ANSI SAIA A32.25-2016 & additional Best Practices For the operating of MEWPs of the following Classification: 30 theoretical and practical knowledge

10/20/2021 10/19/2026

(Name) MEWP #R 0012021 001EWJ21 00101 Dates Valid Until

Cristian / Garcia

CHUBB



CHUBB
Global Risk Advisors

Safety Training

This Acknowledges that

Kristi Falliaux

successfully completed a

Fall Protection 4 Hour Course

Covering topics from 29CFR 1926 Subpart E (PEE), Subpart L (Scissors), Subpart M (Fall Protection) and Subpart X & 290001- and Best Practices



01/19/2021


Cristian / Garcia

(Coordinator/Printing Details)

FP 4H 0012021 001EWJ21 00101

01/19/2021

SUPPORT DOCUMENTS

| | |
|---|---|
|  | CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION 1001 I STREET SACRAMENTO, CALIFORNIA 95814 |
| ISSUED: January 19, 2021 EXPIRES: December 31, 2022 | Pest Control Business - Branch LICENSE LICENSE NO. 31368 |
| Invalid if insurance and/or qualified person(s) lapse before expiration date. | |
| Mailing Address BRIGHTVIEW LANDSCAPE SERVICES, INC 27001 AGOURA RD SUITE 350 CALABASAS, CA 91301 | Business Location BRIGHTVIEW LANDSCAPE SERVICES, INC 1960 S YALE ST SANTA ANA, CA 92704 |
| POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE | |

1. Please make sure the information on your license is correct.
2. Notify us immediately of any changes to your business (e.g., name, address, insurance carrier or qualified person).
3. If you lose your license, then you may request a new one for a \$20 fee.
4. Please refer to the license number located in the middle of the page when contacting us.
5. For more information, please contact us at (916) 445-4038 or at <licenseemail@cdpr.ca.gov>. Or you may write to

**Department of Pesticide Regulation
Pest Management and Licensing Branch
Licensing and Certification Program
P.O. Box 4015
Sacramento, California 95812-4015**

SUPPORT DOCUMENTS

CERTIFICATE OF RESOLUTION

BrightView Maintenance Companies

I, Jonathan Gottsegen, Secretary of BrightView Landscapes, LLC, a Delaware limited liability company (the "Company"), do hereby certify that as of the date hereof, the following resolutions have been adopted by the unanimous approval of the Board of Directors of the Company and the Board of Directors of the Company's maintenance subsidiaries listed on Exhibit A (the Company and such subsidiaries are sometimes referred to herein as the "Companies"), in accordance with the governing documents of the Companies and that said approvals have not been rescinded, amended or modified:

Authorization to Execute Documents:

RESOLVED, that those individuals listed on Exhibit B hereto are hereby elected and authorized to serve in the offices and for such companies that are indicated therein until their respective successors are elected and qualified or until their earlier resignation, removal or death;

FURTHER RESOLVED, that the Board of Directors have authorized and they do hereby authorize those individuals listed on Exhibit C hereto, or any of them to execute and deliver in the name of and for and on behalf of the Companies, subject to the limitations set forth in the Signatory Authority Policy set forth on Exhibit D hereto, any and all bids, addenda, consulting agreements, applications, permits, certificates and contracts, including but not limited to maintenance agreements, non-disclosure agreements, subcontractor agreements, certifications and the renewals and amendments thereof;

FURTHER RESOLVED, that the Secretary or Assistant Secretary of the Company is hereby authorized and directed to execute a Certificate of Resolution certifying to the passage of these resolutions;

FURTHER RESOLVED, that the Secretary or Assistant Secretary of the Company is hereby further authorized to amend Exhibit C hereto from time to time if he or she determines such amendment is necessary to reflect changes in employment status and/or title of the Company's employees;

FURTHER RESOLVED, that any and all persons, firms, corporations and other entities, including, without limiting effect, public entities, shall be entitled to rely on the authority of any one of the foregoing persons to bind the Companies by the execution and the delivery of any such bids, addenda, consulting agreements, applications, permits, certificates and contracts, including but not limited to maintenance agreements, non-disclosure agreements, subcontractor agreements, certifications and the renewals and amendments thereof;

FURTHER RESOLVED, that the authority herein contained shall remain in effect until the persons, firm, corporation or other entity relying upon the authority herein contained receive written notice to the contrary and that all previous authorizations heretofore given with respect to the matters herein contained are revoked; provided, however, that this revocation shall not affect the validity of any instrument hereinabove referred to that was executed by any person or persons who at the time of such execution was duly authorized to act.

FURTHER RESOLVED, if due to an emergency situation and the Company's Business Continuity Plan (BCP) is activated by an officers of BrightView Holdings, Inc. all of the Signature Authorities named in Exhibit C hereto shall have the immediate authority and ability to execute and deliver in the name of and for and on behalf of the Companies, without further action needed to be taken by an officers of the Companies and notwithstanding the limitations set forth in the Signatory Authority Policy set forth on Exhibit D hereto, any and all bids, addenda, consulting agreements, applications, permits, certificates and contracts, including but not limited to maintenance agreements, non-disclosure agreements, subcontractor

agreements, certifications and the renewals and amendments thereof. Once there is no longer an emergency situation and the BCP is deactivated, the limitations in the Signatory Authority Policy set forth on Exhibit D shall once again apply.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Resolution on this 15th day of April, 2019.



Jonathan Gottsegen

Exhibit A – Subsidiaries

BrightView Landscapes, LLC
BrightView Chargers, Inc.
BrightView Landscape Services, Inc. – CA
BrightView Landscape Services, Inc. – AZ
BrightView Landscape Services, Inc. – CO
BrightView Landscape Services, Inc. – FL
BrightView Landscape Services, Inc. – GA
BrightView Landscape Services, Inc. – NV
BrightView Landscape Services, Inc. – TX
BrightView Tree Care Services, Inc.
BrightView Golf Maintenance, Inc.
BrightView Companies, LLC*
BrightView Funding LLC*

*Elected Officers Only

Exhibit B – Elected Officers

BrightView Landscapes, LLC

| | |
|--------------------|---|
| Andrew Masterman | President and Chief Executive Officer |
| Jonathan Gottsegen | Secretary; Executive Vice President and Chief Legal Officer |
| John Feenan | Executive Vice President and Chief Financial Officer |
| Jeff Herold | President, Landscape Services |
| Katriona Knaus | Treasurer |
| Robert Tyler | Assistant Treasurer |
| Timothy Wilkinson | Assistant Treasurer |
| Todd Chambers | Executive Vice President and Chief Marketing Officer |
| Brian Bruce | Executive Vice President and Chief Information Officer |
| Susan DeSantis | Assistant Secretary |
| David Hanson | Assistant Secretary |
| Tomas Kuehn | Assistant Secretary |

BrightView Chargers, Inc.

| | |
|--------------------|---------------------|
| Jeff Herold | President |
| John Feenan | Treasurer |
| Jonathan Gottsegen | Secretary |
| David Hanson | Vice President |
| Tomas Kuehn | Assistant Secretary |
| Timothy Wilkinson | Assistant Treasurer |
| Katriona Knaus | Assistant Treasurer |

BrightView Landscape Services, Inc. – CA

| | |
|--------------------|---------------------------------------|
| Jeff Herold | Chief Executive Officer and President |
| Robert Tyler | Treasurer |
| Jonathan Gottsegen | Secretary |
| Tomas Kuehn | Assistant Secretary |
| Susan DeSantis | Assistant Secretary |
| Timothy Wilkinson | Assistant Treasurer |
| Katriona Knaus | Assistant Treasurer |
| David Hanson | Senior Vice President |
| Joshua Dake | Senior Vice President |
| Todd Chesnut | Vice President |

BrightView Landscape Services, Inc. – AZ

| | |
|--------------------|---------------------------------------|
| Jeff Herold | Chief Executive Officer and President |
| Robert Tyler | Treasurer |
| Jonathan Gottsegen | Secretary |
| Tomas Kuehn | Assistant Secretary |
| Susan DeSantis | Assistant Secretary |
| Timothy Wilkinson | Assistant Treasurer |
| Katriona Knaus | Assistant Treasurer |
| David Hanson | Senior Vice President |

BrightView Landscape Services, Inc. – CO

| | |
|--------------------|---------------------------------------|
| Jeff Herold | Chief Executive Officer and President |
| Robert Tyler | Treasurer |
| Jonathan Gottsegen | Secretary |
| Tomas Kuehn | Assistant Secretary |
| Susan DeSantis | Assistant Secretary |
| Timothy Wilkinson | Assistant Treasurer |
| Katriona Knaus | Assistant Treasurer |
| David Hanson | Senior Vice President |

BrightView Landscape Services, Inc. – FL

| | |
|--------------------|---------------------------------------|
| Jeff Herold | Chief Executive Officer and President |
| Robert Tyler | Treasurer |
| Jonathan Gottsegen | Secretary |
| Tomas Kuehn | Assistant Secretary |
| Susan DeSantis | Assistant Secretary |
| Timothy Wilkinson | Assistant Treasurer |
| Katriona Knaus | Assistant Treasurer |
| Charles Gonzalez | Vice President |

BrightView Landscape Services, Inc. – GA

| | |
|--------------------|---------------------------------------|
| Jeff Herold | Chief Executive Officer and President |
| Robert Tyler | Treasurer |
| Jonathan Gottsegen | Secretary |
| Tomas Kuehn | Assistant Secretary |
| Susan DeSantis | Assistant Secretary |
| Timothy Wilkinson | Assistant Treasurer |
| Katriona Knaus | Assistant Treasurer |
| Michael Dozier | Senior Vice President |

BrightView Landscape Services, Inc. – NV

| | |
|--------------------|---------------------------------------|
| Jeff Herold | Chief Executive Officer and President |
| Robert Tyler | Treasurer |
| Jonathan Gottsegen | Secretary |
| Tomas Kuehn | Assistant Secretary |
| Susan DeSantis | Assistant Secretary |
| Timothy Wilkinson | Assistant Treasurer |
| Katriona Knaus | Assistant Treasurer |
| David Hanson | Senior Vice President |

BrightView Landscape Services, Inc. – TX

| | |
|--------------------|---------------------------------------|
| Jeff Herold | Chief Executive Officer and President |
| Robert Tyler | Treasurer |
| Jonathan Gottsegen | Secretary |
| Tomas Kuehn | Assistant Secretary |
| Susan DeSantis | Assistant Secretary |
| Timothy Wilkinson | Assistant Treasurer |
| Katriona Knaus | Assistant Treasurer |

BrightView Tree Care Services, Inc.

| | |
|--------------------|---------------------------------------|
| Jeff Herold | Chief Executive Officer and President |
| Robert Tyler | Chief Financial Officer |
| Jonathan Gottsegen | Secretary |
| David Hanson | Senior Vice President |
| Timothy Wilkinson | Assistant Treasurer |
| Katriona Knaus | Assistant Treasurer |
| Tomas Kuehn | Assistant Secretary |

BrightView Golf Maintenance, Inc.

| | |
|--------------------|---------------------------------------|
| Gregory Pieschala | Chief Operating Officer and President |
| Robert Tyler | Chief Financial Officer |
| Jonathan Gottsegen | Secretary |
| Tomas Kuehn | Assistant Secretary |
| B. Todd Bunnell | Vice President |
| Terrance McGuire | Vice President |
| Kevin Neal | Vice President |
| Timothy Wilkinson | Assistant Treasurer |
| Katriona Knaus | Assistant Treasurer |

BrightView Companies, LLC

| | |
|--------------------|---|
| John Feenan | Chief Executive Officer, President, Chief Financial Officer and Treasurer |
| Robert Tyler | Senior Vice President, Assistant Secretary and Assistant Treasurer |
| Jonathan Gottsegen | Secretary |
| Tomas Kuehn | Vice President and Assistant Secretary |
| Brian D. Bruce | Vice President |
| Caroline Weilert | Vice President |
| Timothy Wilkinson | Assistant Treasurer |
| Katriona Knaus | Assistant Treasurer |

BrightView Funding LLC

| | |
|--------------------|--|
| John Feenan | Vice President and Chief Financial Officer |
| Jonathan Gottsegen | Vice President and Secretary |
| Katriona Knaus | Treasurer |
| Robert Tyler | Assistant Treasurer |
| Timothy Wilkinson | Assistant Treasurer |
| Susan DeSantis | Assistant Secretary |

Exhibit C – Signatory Authority

| <u>Individual</u> | <u>Title</u> |
|-------------------|--|
| Jeff Herold | President, Evergreen West Division and COO |
| Michael Dozier | President, Evergreen East Division |
| Jamie Gollotto | President, Seasonal Division |
| Greg Pieschala | President, Golf |
| Murray Cook | President, Sports Turf |
| Brett Urban | Sr. Vice President, Finance & CFO BrightView Landscape Services |
| Josh Dake | Group SVP, Southwest |
| Blaine Rigler | SVP, Florida Central |
| Charles Gonzalez | SVP, Florida South |
| Dave Hanson | SVP, Rocky Mountain & Northern California |
| Fred Freund | SVP, Northern California |
| Greg Lewandowski | SVP, Mid-Atlantic |
| Jason Shear | SVP, Texas |
| Ray Nobile | SVP, Northeast |
| Todd Chestnut | SVP, Southeast |
| TBD | SVP, MidWest |
| Michael Underwood | Group Vice President, Northern Cal |
| Rene Rivera | VP, Operations So Cal* (<i>SVP authority per Delegation of Authority form</i>) |
| Andrew Hart | VPF, Seasonal Division |
| Ali Mortazavi | VPF, Evergreen West Division |
| Gordon Bainbridge | VPF, Evergreen East Division |
| Meredith Nicklas | VPF, Mid-Atlantic |

| | |
|--------------------|---|
| Katriona Knaus | VP, Treasurer |
| Trevor Frey | Insurance Manager |
| Aaron Lott | Director, Finance, Rocky Mountain |
| Christian Nunez | Director Finance, NorCal |
| Stephanie Johnston | Director, Finance, Southwest |
| Edwin Gonzalez | Regional Finance Manager, Florida South |
| Jeremy Sweeney | Regional Finance Manager, Florida Central |
| Maria Rosas | Regional Finance Manager, SoCal Northwest |
| Matt Furey | Regional Finance Manager, Evergreen West |
| Mitchell Dyson | Regional Finance Lead, Texas |
| Tina Padgett | Regional Finance Manager, Southeast |
| Virgil McClendon | Regional Finance Manager, Northeast |
| Adam Budniak | VPGM, Los Angeles North |
| Andrew Mori | VPGM, Los Angeles South |
| Chris Greene | VPGM, Virginia South |
| Christopher Jones | VPGM, Upper MidWest |
| David Howell | VPGM, San Diego County |
| JD Gillen | VPGM, Rocky Mountain/CO & Utah |
| Jon Hasbrouck | VPGM, Arizona |
| Jose Zepeda | VPGM, Florida South |
| Karine Stuimer | VPGM, San Jose |
| Kevin Mefford | VPGM, High Desert |
| Mark Cruzan | VPGM, Florida Southwest |
| Matt Bevill | VPGM, Northwest |
| Mike Soares | VPGM, Sacramento Valley |

| | |
|-------------------|---|
| Nick Patterson | VPGM, Inland Empire |
| Po Chen | VPGM, Orange County and Greater OC Market |
| Ray Lewis | VPGM, OH/PA |
| Scott Godfrey | VPGM, Ventura |
| Scott Sifton | VPGM, North Carolina- Raleigh, Charlotte, RT Park and Greensboro |
| Tariq Ahmed | VPGM, PennDel |
| Tony Vargas | VPGM, San Francisco Market |
| Wayne Shiveley | VPGM, Virginia North, Virginia North Tree |
| Brandon Steene | GM, Cupertino /Mountain View |
| Brian Ostler | GM, IE TCS- 49290 |
| David Palmer | GM, Boston, Boston Tree, Dorchester & Connecticut |
| Dennis Smith | GM, Florida Southeast |
| Jim Abbott | GM, Florida North |
| Justin Trimble | GM, Northern California |
| Justin Wooley | GM, DFW |
| Marc Fortson | GM, Atlanta- Johns Creek, Marietta, South Atlanta and North Atlanta |
| Melissa Harris | GM, Indiana & Prairie |
| Nathan Pyle | GM, Austin |
| Nick Carabetta | GM, Delaware, Harrisburg, Freehold, Allentown, Lehigh and PA Tree |
| Paul Richau | GM, Florida West |
| Scott Sikora | GM, Florida North |
| Scott Smith | GM, Mid-South- Greenville, Charleston, Nashville and Memphis. |
| Steven Brackin GM | GM, Pan Handle- Emerald Coast, Santa Rosa Beach and Ocala |
| Valerie True | GM, South Texas |

| | | |
|-----------------|-----------------------|---|
| Aaron Strange | Branch Manager | Ocala |
| Abraham Garcia | Branch Manager | Pasadena |
| Amanda Bender | Branch Manager | West Los Angeles |
| Andrew Lenz | Branch Manager | Dallas Central |
| Andy Benoot | Branch Manager | Pontiac |
| Anthony Armenia | Branch Manager | Delaware |
| Anthony Mader | Branch Manager | Ontario |
| Ashlynn Hayes | Branch Manager | Dallas North/Prosper |
| Aurora Marin | Branch Manager | Reno Residential* <i>(SVP authority per Delegation of Authority form)</i> |
| Ben Strickland | Branch Manager | GTL Austin |
| Bill Lahey | Branch Manager | Dorchester |
| Bradley J. Hill | Branch Manager | Denver West |
| Brandon Schiff | Branch Manager | Exxon Campus |
| Brian Glure | Branch Manager | Chicago Northwest |
| Brian Hartman | Branch Manager | Northeast Atlanta |
| Brian Laugen | Branch Manager | NYC |
| Brian Roof | Branch Manager | Connecticut |
| Bridget Cahill | Senior Branch Manager | Montgomery |
| Bryan Tompkins | Branch Manager | Arizona Tree |
| Chad Dean | Branch Manager | Poway |
| Chad Norris | Branch Manager | GTL South Austin |
| Chad Olsen | Branch Manager | Sports Turf |
| Chris Barnard | Branch Manager | John's Creek |
| Chris John | Branch Manager | R T Park |
| Chris Miska | Branch Manager | Woodlands |
| Chris Morris | Branch Manager | Kansas City |
| Chris Muth | Branch Manager | Lorton |
| Chris Steiner | Branch Manager | Las Vegas West |

| | | |
|-------------------|-----------------------|---------------------------|
| Chris Webber | Branch Manager | Central Jacksonville |
| Christian Galindo | Branch Manager | Orange County South |
| Christian Ibarra | Branch Manager | Fort Myers & North Port |
| Christian Talbot | Branch Manager | GES Outsourced |
| Christopher John | Branch Manager | Wellington |
| Clint Christman | Branch Manager | San Jose |
| Craig Hoying | Branch Manager | Indy Turf & Zionville |
| Damian Dela Vega | Branch Manager | Miami Beach |
| Dan Ott | Branch Manager | Greensboro |
| Daniel Franke | Branch Manager | Martinez |
| Danny Wilcox | Branch Manager | Emerald Coast |
| Darby Gilmer | Senior Branch Manager | Haltom City |
| Darin Sherlock | Branch Manager | Greater Orange County |
| David Bryant | Branch Manager | Chesterfield |
| David Collier | Branch Manager | Benchmark New Braunfels |
| Dennis Lazicky | Branch Manager | Allentown |
| Derek Buehler | Branch Manager | Lake Nona & South Orlando |
| Derek Martindale | Branch Manager | Salt Lake City |
| Deriek Chapman | Branch Manager | Freehold |
| Dora Sullivan | Branch Manager | Benchmark Austin D |
| Doug Reedy | Branch Manager | Long Island |
| Douglas Klug | Branch Manager | West Michigan |
| Dunja Duranovic | Branch Manager | South San Francisco |
| Ed Smola | Senior Branch Manager | Dallas West |
| Ed Watson | Branch Manager | Hudson Highlands |
| Eric McClenahan | Branch Manager | Sacramento Tree |
| Eric O'Neil | Branch Manager | Nashville |
| Frank Esqueda | Branch Manager | West Phoenix |

| | | |
|-------------------|-----------------------|--------------------------------|
| Gaston Nesci | Branch Manager | Orange County North |
| Gerrad Hill | Branch Manager | Los Angeles |
| Glen Killmer | Branch Manager | GK Tucson West |
| Glenn Fritts | Branch Manager | Portland |
| Greg Davis | Branch Manager | Cincinnati North |
| Jacob Langley | Branch Manager | San Diego Tree |
| Jake Rhines | Tree Care Manager | Sarasota Tree |
| James Newton | Senior Branch Manager | Alexandria |
| Jason Kingan | Branch Manager | Harrisburg |
| Jason Synowski | Branch Manager | Stuart |
| Jeff Pilz | Branch Manager | Chicago South |
| Jeffrey Prange | Branch Manager | Minneapolis |
| Jeffrey Wood | Senior Branch Manager | Hillside |
| Jeroen Wright | Branch Manager | Pleasanton |
| Jim Jordan | Senior Branch Manager | Longboat Key |
| Joe Ferro | Branch Manager | Pembroke & Sunrise |
| Joe Johnson | Branch Manager | Virginia Beach |
| John Cornelius | Branch Manager | Sun City |
| Jon Berg | Branch Manager | East Phoenix |
| Jon Delisle | Branch Manager | Charlotte |
| Jon Gregorius | Branch Manager | Windermere |
| Joor Bol | Branch Manager | Roseville |
| Jose Zepeda | Senior Branch Manager | Homestead & South Florida Tree |
| Joseph Armarosa | Branch Manager | St. Pete |
| Joseph Schlottman | Branch Manager | Santa Clarita |
| Josh Grussendorf | Branch Manager | Denver North |
| Josh Phillips | Branch Manager | Dallas South |
| Judy McNew | Branch Manager | Colorado Springs |

| | | |
|------------------|-----------------------|--------------------------------|
| Justin Cooke | Branch Manager | Columbus West |
| Justin Hatchett | Branch Manager | Washington DC |
| Justin Schink | Branch Manager | Bucks |
| Kaela White | Tree Care Manager | San Jose Tree |
| Katie Hawkins | Branch Manager | San Francisco Tree |
| Keith Kauffman | Branch Manager | PA Tree & Lehigh University |
| Kelsey Fox | Branch Manager | Palo Alto |
| Kurt Knotts | Branch Manager | Memphis |
| Kyle Kramer | Branch Manager | Chino Hills |
| Larri Werner | Branch Manager | Woodinville |
| Larry Neuhoff | Senior Branch Manager | San Diego Central |
| Larry Trujillo | Branch Manager | GK Albuquerque |
| Laura Gianono | Branch Manager | Chicago Northeast |
| Lazaro Ramos | Branch Manager | Ventura |
| Leon Vitort | Branch Manager | Riverside |
| Luis Caballero | Branch Manager | Denver East |
| Maritza Miranda | Branch Manager | Benchmark San Antonio A & D |
| Mark Bower | Branch Manager | Las Vegas East |
| Mark Flinchbaugh | Senior Branch Manager | Richmond |
| Mark Lanteigne | Branch Manager | East Tampa & West Florida Tree |
| Mark Watkins | Branch Manager | Eastern Shore |
| Matt Bevill | Branch Manager | Renton |
| Matt Braun | Branch Manager | Englewood |
| Matt Yutzey | Branch Manager | White Marsh |
| Matthew Berry | Branch Manager | San Ramon Tree |
| Melissa Thompson | Branch Manager | San Joaquin |
| Michael Black | Branch Manager | East Bay Tree |
| Michael Soares | Branch Manager | Sacramento |

| | | |
|-----------------------------|--------------------|------------------------------|
| Mike Bohn | Branch Manager | Benchmark Corpus Christi |
| Mike Guthrie | Branch Manager | GES Sanford |
| Mike Morgan | Branch Manager | Fredericksburg |
| Mike Murphy | Branch Manager | Southlake |
| Mike Ney | Branch Manager | Yerba Buena & San Jose South |
| Nelson Craig | Branch Manager | Sun Valley |
| Nick Moore | Branch Manager | Dallas East/Plano |
| Nick Patterson (Interim) | Tree Care Manager | Inland Empire Tree |
| Nick Perez | Branch Manager | GK Gilbert |
| Paul James | Branch Manager | Cincinnati South |
| Paul Rudd | Branch Manager | Dallas North |
| Pedro Botello | Branch Manager | GK Las Vegas |
| Peter Pietras | Branch Manager | Milwaukee |
| Richard Kier | Sr. Branch Manager | Pro Scapes Northeast |
| Richard Seaman | Branch Manager | Central Tampa |
| Rob Dwyer | Branch Manager | Shamong |
| Rob Panarese | Branch Manager | Albany |
| Robert Gregory | Branch Manager | Louisville |
| Rodney Hicks | Branch Manager | Jacksonville |
| Ryan Burr | Branch Manager | Monterey Bay |
| Ryan Dippold | Branch Manager | Fishers |
| Ryan Gentry | Branch Manager | San Diego South |
| Ryan Lehrter | Branch Manager | Williamsburg |
| Ryan Maffei | Branch Manager | Savannah & Hilton Head |
| Ryan Powalisz | Branch Manager | Katy |
| Ryan Silva | Branch Manager | Walnut Creek |
| Ryan Smith | Branch Manager | Anne Arundel |
| Ryan Wilson & Darby Gilmore | Branch Manager | GTL Fort Worth |

| | | |
|-------------------------|--------------------------|---|
| Sal Navarro | Senior Tree Care Manager | Los Angeles South Tree |
| Samuel Miller | Branch Manager | Cleveland East |
| Scott Andre | Branch Manager | Orange County Central |
| Scott Cervo | Branch Manager | Livermore |
| Scott Godfrey (interim) | Branch Manager | Conejo Valley, North LA Tree |
| Scott Goss | Tree Care Manager | Chicago Tree |
| Scott Kopitskie | Branch Manager | Central Jersey |
| Scott Lieb | Senior Branch Manager | Cherry Hill |
| Scott Stewart | Branch Manager | Benchmark Austin B |
| Scott Warnick | Branch Manager | Baltimore |
| Scott Wasilefski | Branch Manager | Prince George |
| Sean Stroub | Branch Manager | Indy West |
| Seth Trautman | Branch Manager | Columbus East |
| Shane Lal | Branch Manager | GK Tucson East |
| Shawn Lesko | Branch Manager | 4 Seasons |
| Shawn Rommerdahl | Branch Manager | Lake Buena Vista & Central Florida Tree |
| Steve Brackin | Branch Manager | Santa Rosa Beach |
| Steve Goodhart | Branch Manager | Canton |
| Steve Hokenstad | Branch Manager | Puyallup |
| Steve Pratt | Branch Manager | Temecula |
| Steven Anders | Branch Manager | Menlo Park |
| Tad Selders | Branch Manager | Chicago Central |
| Tariq Ahmed | Senior Branch Manager | Exton & Exton Tree |
| TBD | Branch Manager | Boonton |
| TBD | Branch Manager | Santa Clara |
| TBD | Branch Manager | Longwood |
| TBD | Branch Manager | East Orlando |
| TBD | Branch Manager | Hayward |

| | | |
|----------------|-----------------------|---|
| Terry Mahoney | Branch Manager | Carlsbad |
| Terry McLane | Branch Manager | North Tampa |
| Tim Liebmann | Tree Care Manager | Orange County Tree |
| Tim Mehigan | Branch Manager | Dulles |
| Tim Scott | Branch Manager | Reno Install |
| Tim Sokolowski | Tree Care Manager | North LA Tree |
| Tim Walker | Branch Manager | Raleigh |
| Todd Thompson | Senior Branch Manager | Chantilly |
| Tom Hartland | Branch Manager | Hunt Valley/Howard |
| Trey Dupont | Branch Manager | Reno Commercial* (<i>GM authority per Delegation of Authority form</i>) |
| William Schell | Branch Manager | North Port |

Exhibit D - Signatory Authority Policy

Authority to execute service contracts for the Company is granted to a limited group of officers ("Authorized Signer"). Such signature authority is not a matter of preference or informal policy; rather, it is a directive set by the Company's Board of Directors. The Signature Authority outlined below applies to each Landscape Services entity and is in addition to the review and approval requirements set forth in BrightView's Contract Policy & Procedure Guidelines.

MAINTENANCE SIGNATURE AUTHORITY

ONLY AUTHORIZED SIGNERS SHALL SIGN A CONTRACT ON BEHALF OF THE COMPANY. IF THE OFFICER'S TITLE DOES NOT APPEAR IN THE TABLE BELOW AND YOUR NAME DOES NOT APPEAR ON A CERTIFICATE OF RESOLUTION SUCH PERSON IS NOT AN AUTHORIZED SIGNER AND DO NOT HAVE AUTHORITY TO SIGN A CONTRACT ON BEHALF OF THE COMPANY. IF AN EMPLOYEE EXECUTES A CONTRACT WITHOUT BEING AN AUTHORIZED SIGNER, THE EMPLOYEE IS SUBJECT TO DISCIPLINE BY BRIGHTVIEW, UP TO AND INCLUDING TERMINATION OF EMPLOYMENT.

| AUTHORIZED SIGNER* | MAINTENANCE SERVICE CONTRACTS |
|--|--|
| CFO or COO for Maintenance Services | <ul style="list-style-type: none"> • All Services contracts and Service Provider agreements and related documents |
| Division President; SVP; Group President; Group SVP; Group VP; VPF; Regional Finance Manager; Regional Finance Lead; Director, Finance | <ul style="list-style-type: none"> • All BV Landscape Services contracts and Service Provider agreements with an annual value <\$1M in the division, region(s); or market for which they have responsibility |
| VPGM & GM* | <ul style="list-style-type: none"> • Any Services contracts (excluding fixed fee snow) and Service Provider agreements with an annual value <\$50K in the market(s) for which they have responsibility • Any Landscape Services contract (excluding fixed fee snow) and Service Provider agreements that are on a pre-approved BrightView template with no changes and an annual value <\$250K for the market(s) for which they have responsibility • Any Landscape Services contract (excluding fixed fee snow) and Service Provider agreements that are on a pre-approved BrightView template with changes and an annual value <\$50K for the market(s) for which they have responsibility • I-9 certifications for the market for which they have responsibility |
| Sr. BM & BM | <ul style="list-style-type: none"> • Non-recurring enhancement or tree service <\$100K for the branch(es) for which they have responsibility • Any internal contract issued from a BV entity to a BV branch(es) (i.e., BES to BVL, LLC; BVLD to BVLS, Inc., etc.) • Lien releases and lien waivers |
| Elected Officers | <ul style="list-style-type: none"> • Any BrightView Document |
| Vice President Treasurer, Insurance Manager, Claims Director | <ul style="list-style-type: none"> • All Bonds and other insurance related documentation |

*Does not include National Account Masters or BES contracts

*VPGM & GM signatories may sign in place of a BM signatory only for the market for which they have responsibility.

EXHIBIT C
FEE SCHEDULE

BrightView

Landscape Services

Committed to Your Success at Every Stage of Your Landscape

Design

Forward-thinking, constructible design that considers future operating costs

Develop

Seamless project delivery that meets your goals and long-term expectations, on-time and on-budget



Enhance

Thoughtful improvements to enrich your landscape's appearance and sustainability

Maintain

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future

PARKS & LANDSCAPE MAINTENANCE SERVICES

RFP No. 22-10

COST PROPOSAL




Costa Mesa

BrightView Landscape Services, Inc.
prepared by Nancy Arredondo - *Estimating* – 1960 S Yale St, Santa Ana, CA 92704
T:(714)931.0864 E: Nancy.Arredondo@brightview.com

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Thank you for the opportunity to submit our proposal once more to the City of Costa Mesa. The amount proposed for RFP No. 22-10 is **TWO MILLION, THREE HUNDRED SIXTY-FOUR THOUSAND, SIXTY AND SIXTY CENTS (\$2,364,060.60) ANNUAL.**

Respectfully,

BrightView Landscape Services, Inc.
Greater Orange County

RFP22-10/C03921

COST PROPOSAL

PRICING SUMMARY FORM

Proposer is to complete detailed pricing sheets and write in total amounts in the Comprehensive Pricing Proposal form (below) and all Detailed Pricing Sheets shall be submitted in a separate sealed envelope.

The undersigned certifies that it has read all documents related to this RFP and understands all terms and conditions related therein; and in conformity with the terms and conditions hereby proposes to the City of Costa Mesa the following:

AS DESCRIBED IN THIS CONTRACT:

EXAMINATION OF SPECIFICATION AND SITE. Proposers are expected to carefully examine the site of the proposed work, the Proposal, specifications, and the bid forms. They shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

MEASUREMENTS. The City of Costa Mesa has provided approximate measurements of the areas to be maintained under this contract, but is not liable for the accuracy of those quantities. It is the responsibility of the Proposer to make all measurements to determine his/her bid price. The City of Costa Mesa will not be responsible for determining the areas, or quantities of materials necessary to complete the work specified.

COMPREHENSIVE PRICING PROPOSAL

**Total cost includes the cost for all labor, materials, tools, permits, special equipment, licenses, hauling and disposal fees, profit, overhead and all other necessary resources to complete the contract requirements as specified.

| Price Sheet | Service Areas | Monthly Total | Annual Total |
|-------------|---------------------|---------------------|------------------------|
| #1 | Parkways & Medians | \$ 65,011.99 | \$ 780,143.88 |
| #2 | Fire Stations | \$ 1,970.05 | \$ 23,640.60 |
| #3 | Miscellaneous Areas | \$ 15,760.40 | \$ 189,124.80 |
| #4 | Parks & Facilities | \$ 92,592.07 | \$ 1,111,104.84 |
| #5 | Sports Fields | \$ 21,670.54 | \$ 260,046.48 |
| #6 | Extra Work Pricing | \$ N/A | \$ N/A |
| | GRAND TOTAL | \$197,005.05 | \$ 2,364,060.60 |

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Proposer's Acknowledgement of Its Understanding of the Terms and Conditions. Signature below verifies that Proposer has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda. The undersigned Proposer agrees it will contract with the City of Costa Mesa to provide all necessary labor, supervision, machinery, tools, apparatus, and other means needed to do all the work and furnish all the materials specified in this contract in the manner and time therein prescribed.

BrightView Landscape Services, Inc.

Proposer Name (Person, Firm, Corp.)

1960 S. Yale Street

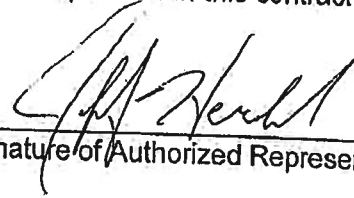
Address

Santa Ana, CA 92704

City, State, Zip Code

Mgr. 949.614.9148 | Super. 714.296.7938

Telephone Number



Signature of Authorized Representative

Jeff Herold

Name of Authorized Representative

COO / President

Title of Authorized Representative

darin.sherlock@brightview.com
luis.villarruelvelasco@brightview.com

Email Address

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DETAILED SERVICE AREA PRICING SHEETS

RFP22-10/C03921

| DETAILED PRICING SHEET NO.1 PARKWAYS AND MEDIAN SERVICE AREAS | | | | |
|--|---|--|--------------|--------------|
| Site # | Site Name - Location | Sq. Ft. | Monthly Cost | Annual Cost |
| M-01 | 16th Street/Superior | 2,400 Hardscape | \$ 52.01 | \$ 624.12 |
| M-02 | E 17th Street Median @ Fullerton | 1,470 Turf | \$ 194.77 | \$ 2,337.24 |
| M-03 | 17th Street/Newport Boulevard | 2,000 Two Hardscape Medians: East of Newport Blvd and one Hardscape Median West of Newport Blvd. | \$ 41.61 | \$ 499.32 |
| M-04 | 17th Street Medians Orange Ave. to Irvine Ave. | 3,980 Hardscape 4,500 Planters | \$ 148.14 | \$ 1,777.68 |
| M-05 | W 19th Street Parkway @ Whittier | 2,870 | \$ 379.99 | \$ 4,559.88 |
| M-06 | 19th Street Medians Park Ave. to Fullerton | 7,850 Planters 3,342 Hardscape | \$ 186.09 | \$ 2,233.08 |
| M-07 | 19th Street/Newport Boulevard NW corner of 19th Street | 1,200 Planter | \$ 26.00 | \$ 312.00 |
| M-08 | 19th Street Parkway & Median Planters Park Avenue to Placentia Avenue | 13,000 Parkways 6,000 Medians 1,500 Hardscape | \$ 305.25 | \$ 3,663.00 |
| M-09 | 19th Street Medians and Corners - East Fullerton to Irvine Ave. | | \$ 21.60 | \$ 259.20 |
| M-10 | Adams Avenue Medians & Parkway Albatross to Santa Ana River | 0.05 Acres Turf 1,446 Planters 483 Hardscape | \$ 319.80 | \$ 3,837.60 |
| M-11 | Adams Avenue Medians Mesa Verde Drive East to Fairview | 0.52 Acres Turf 5,426 Planters 12,848 Hardscape | \$ 3,353.33 | \$ 40,239.96 |
| M-12 | Adams Avenue Median Peterson Place to Harbor Blvd. | 3,000 Planters 1,500 Hardscape | \$ 74.55 | \$ 894.60 |
| M-13 | Anton Boulevard Medians Ave. of the Arts to Sunflower Ave. | 0.35 Acres Turf 5,236 Hardscape | \$ 2,127.96 | \$ 25,535.52 |
| M-14 | Arlington Drive @ Newport Boulevard | 1,638 Hardscape | \$ 36.41 | \$ 436.92 |
| M-15 | Baker Street Parkway Babb to Fairview | 4,583 Planters | \$ 66.08 | \$ 792.96 |
| M-16 | Baker Street Median @ 73 Freeway Overpass | 4,200 Hardscape | \$ 88.42 | \$ 1,061.04 |
| M-17 | Baker Street Median @ 55 Freeway Overpass | 1,137 Hardscape | \$ 26.00 | \$ 312.00 |
| M-18 | Bear Street Median @ Metro Pointe | 0.10 Acres Turf 4,452 Hardscape | \$ 670.66 | \$ 8,047.92 |
| M-19 | Bear Street Parkway North and South of Yukon Avenue | 8,981 Planter 684 Frontage Planter | \$ 139.45 | \$ 1,673.40 |
| M-20 | Bristol Street Medians Newport Blvd to Anton Avenue | 13,480 Planter 14,942 Hardscape | \$ 511.77 | \$ 6,141.24 |
| M-21 | Bristol/405 Freeway Entrance Triangle shaped hardscape located southbound Bristol [westside] at 405 Freeway entrance. | 2,000 Hardscape | \$ 41.61 | \$ 499.32 |
| M-22 | Bristol Street Medians @ 55 Freeway Overpass | 11,672 Hardscape | \$ 249.64 | \$ 2,995.68 |
| M-23 | Bristol Street Medians @ 73 Freeway Overpass | 4,134 Hardscape | \$ 88.42 | \$ 1,061.04 |

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|------|--|---|-------------|---------------|
| M-24 | Broadway Avenue Fullerton Avenue to Irvine Avenue – Median islands and parkways | 1.45 Acres | \$ 911.07 | \$ 10,932.84 |
| M-25 | California Street Median (Iowa to Alaska) | 3,809 Turf | \$ 504.23 | \$ 6,050.76 |
| M-26 | Canyon Drive Parkway Seabluff to Victoria Street | 1,245 Planters | \$ 18.02 | \$ 216.24 |
| M-27 | Coolidge Avenue Medians | 8,400 Planters 1,400 Hardscape | \$ 152.35 | \$ 1,828.20 |
| M-28 | Del Mar Median | 2,180 Planter 1,080 Hardscape | \$ 52.27 | \$ 627.24 |
| M-29 | Elden Avenue at Del Mar Avenue Planters on NW and NE corner of Del Mar | 1,100 Sq. Ft. | \$ 15.88 | \$ 190.56 |
| M-30 | Fair Drive Parkways Harbor Boulevard to Fairview Road | 1.43 Acres Turf | \$ 8,248.81 | \$ 98,985.72 |
| M-31 | Fairview Road Medians Newport Boulevard to Sunflower Avenue) | 1.40 Acres Turf 1,710 Planters 23,818 Hardscape | \$ 8,610.17 | \$ 103,322.04 |
| M-32 | Fairview Road Slope @ Bolse Way Circle | 11,319 Slope 4,439 Planter 0.42 Acres Slope west side Fairview Road | \$ 491.30 | \$ 5,895.60 |
| M-33 | Golf Course Drive Parkway and Medians Mesa Verde Drive to Tanager | 3,589 Planters 815 Hardscape | \$ 67.38 | \$ 808.56 |
| M-34 | Harbor Boulevard Parkways and Medians Wilson to MacArthur | 2,767 Hardscape 6,935 Planters 1.11 Acres Turf 1.18 Acres Hardscape | \$ 8,475.96 | \$ 101,711.52 |
| M-35 | Harbor Boulevard Medians Wilson to 19 th Street | 7,089 Planters and Hardscape | \$ 150.83 | \$ 1,809.96 |
| M-36 | Harbor Boulevard Medians – South W. 19 th Street to Newport Boulevard | 2,480 Hardscape | \$ 52.01 | \$ 624.12 |
| M-37 | Hyland Avenue at South Coast Drive | 2,000 Hardscape | \$ 41.61 | \$ 499.32 |
| M-38 | Loren Lane/Watson Avenue Hardscape and Tree Wells north of Baker Street) | 2,600 | \$ 57.21 | \$ 686.52 |
| M-39 | Merrimac Way Medians and Parkway Harbor to Fairview | 12,762 Planter 7,017 Hardscape | \$ 334.90 | \$ 4,018.80 |
| M-40 | Merrimac Way Easement Parkway Dirt and Ivy parkway on the south side of the street starting east of 333 Merrimac to Fairview Rd. | 7,676 Parkway | \$ 110.70 | \$ 1,328.40 |
| M-41 | Mesa Verde Drive Parkways & Medians Adams to Adams | 1.77 Planters Footprint remains the same 1,478 Hardscape | \$ 1,143.38 | \$ 13,720.56 |
| M-42 | Mesa Verde Drive East Medians Harbor to Adams | 1,062 Turf 930 Hardscape | \$ 161.42 | \$ 1,937.04 |
| M-43 | Newport Boulevard Parkways & Medians Industrial to 19 th Street | 0.51 Acres Turf 2.42 Acres Planters 10,643 Hardscape 14,000. Drainage Swales | \$ 4,987.59 | \$ 59,851.08 |
| M-44 | Newport Boulevard 19 th Street to Bristol Street, north and south bound - Freeway side planters only | 2.45 Acres Mixed | \$ 1,539.53 | \$ 18,474.36 |
| M-45 | Placentia Avenue Medians Corporate Yard to Adams Avenue | 1.2 acres of planter and hardscape | \$ 754.03 | \$ 9,048.36 |

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|--------------------|---|---|---------------------|----------------------|
| M-46 | Red Hill Median McCormack to Airport Loop | 7,780 Turf 3,000 Hardscape | \$ 1,092.71 | \$ 13,112.52 |
| M-47 | Red Hill Medians McCormack to Clinton Street | 1.18 acres planter | \$ 741.44 | \$ 8,897.28 |
| M-48 | Sakloka Drive Medians Sunflower to Anton | 0.13 Acres Turf 1,980 Hardscape | \$ 791.58 | \$ 9,498.96 |
| M-49 | Smalley Road Wakeham Park to end of block wall at Sunflower. Median at Sunflower Included | 20,900 Sloped Planters | \$ 301.50 | \$ 3,618.00 |
| M-50 | South Coast Drive Medians Harbor Boulevard to Bear Street) | 0.66 Acres Turf 1,590 Hardscape | \$ 3,843.62 | \$ 46,123.44 |
| M-51 | Sunflower Parkways Parkways on south side of street from Smalley Road to Mesa Consolidated Water Well | 5,924 Planters | \$ 85.39 | \$ 1,024.68 |
| M-52 | Sunflower Medians Harbor to Bear & Avenue of the Arts to Main | 0.53 Acres Turf 17,938 Hardscape | \$ 3,442.11 | \$ 41,305.32 |
| M-53 | Susan Street Medians Sunflower to 405 Freeway Entrance | 0.17 Acres Turf 7,720 Hardscape | \$ 1,147.13 | \$ 13,765.56 |
| M-54 | Tanager Drive Parkway | 7,000 Planters | \$ 100.98 | \$ 1,211.76 |
| M-55 | Victoria Street Parkways & Medians Harbor to Canyon | 5.01 Acres Planters 0.38 Acres Turf 3,324 Hardscape | \$ 5,413.08 | \$ 64,956.96 |
| M-56 | Yukon Avenue Parkways North side of street; Bear to west of Klondike Drive | 6,015 Planters | \$ 86.82 | \$ 1,041.84 |
| M-57 | Airport Loop Slope | 1.54 Acres Planters | \$ 967.71 | \$ 11,612.52 |
| M-58 | Pullman Street Slope | 1.54 Acres Planters | \$ 967.71 | \$ 11,612.52 |
| GRAND TOTAL | | | \$ 65,011.99 | \$ 780,143.88 |

| DETAILED PRICING SHEET NO. 2 MISCELLANEOUS SERVICE AREAS | | | | |
|---|---|---|----------------------|---------------------|
| Site # | Site Name | Sq. Ft. or Svc. Areas | Monthly Price | Annual Price |
| MISC-1 | Joann Bike Trail/Cornerstone Bike Trail Specific Work Specifications | 4.63 Acres Planters | \$ 9,116.50 | \$ 109,398.00 |
| MISC-3 | Adams Avenue Mesa Verde Drive East to Bridge Deck at Santa Ana River | Sidewalk/ROW Cleaning (both sides) | \$ 208.41 | \$ 2,500.92 |
| MISC-4 | Fairview Road Wilson Street to 405 Freeway Overpass | Sidewalk Cleaning (both sides) | \$ 90.31 | \$ 1,083.72 |
| MISC-5 | AT&T Cabinets Specific Work Specifications | 55 Locations | \$ 69.47 | \$ 833.64 |
| MISC-6 | Cadillac Bike Trail Limited Landscape Maintenance | 0.32 Acres | \$ 152.83 | \$ 1,833.96 |
| MISC-7 | Eiden Avenue/Tulip Lane Limited Landscape Maintenance | 0.21 Acres | \$ 145.89 | \$ 1,750.68 |
| MISC-8 | Monaco Road Limited Landscape Maintenance | 0.11 Acres | \$ 76.42 | \$ 917.04 |
| MISC-9 | Rue De Cannes Limited Landscape Maintenance | 0.21 Acres | \$ 145.89 | \$ 1,750.68 |
| MISC-10 | Aviemoire Terrace Limited Landscape Maintenance | 10,000 Drain | \$ 159.48 | \$ 1,913.76 |
| MISC-11 | Arlington Avenue Bike Trail and Bio Swale General Landscape Maint. plus daily service | .10 Acres planters and bio swale | \$ 196.90 | \$ 2,362.80 |
| MISC-12 | Canyon/Sea Bluff Limited Landscape Maintenance | 1,000 Parkway | \$ 15.95 | \$ 191.40 |
| MISC-13 | Cinnamon/Caraway Limited Landscape Maintenance | 2,000 Parkway | \$ 31.90 | \$ 382.80 |
| MISC-14 | Bristol Street Between Red Hill Avenue and 73 Freeway Limited Landscape Maintenance | 1.01 Acres ROW Cleaning | \$ 701.64 | \$ 8,419.68 |
| MISC-15 | Mesa Drive Between Newport Boulevard and Santa Ana Avenue Limited Landscape Maintenance | 35,420 | \$ 564.88 | \$ 6,778.56 |
| MISC-16 | Paularino Avenue Between Luddington and Manistee Limited Landscape Maintenance | 900 | \$ 14.35 | \$ 172.20 |
| MISC-17 | Presidlo Square Limited Landscape Maintenance | 1.00 Acres Planters | \$ 694.69 | \$ 8,336.28 |
| MISC-18 | Pullman Street Limited Landscape Maintenance | 0.50 Acres Dirt Parkway | \$ 347.35 | \$ 4,168.20 |
| MISC-19 | Traffic Diverters Limited Landscape Maintenance | 750 Continental/Oak 750 Monrovia/20th 750 Federal/Oak | \$ 35.88 | \$ 430.56 |
| MISC-20 | 19th Street and Newport Boulevard Trash Cans Dally service of twelve (12) cans on 19th St. and one (1) on Newport Blvd. | Thirteen trash cans | \$ 11.96 | \$ 143.52 |
| MISC-21 | Gateway - 55 Freeway General landscape maintenance services on a weekly basis | 1.41 Acres Planter | \$ 2,776.30 | \$ 33,315.60 |
| MISC-22 | Gisler Avenue - Harbor Blvd to Santa Ana River Trial Limited Landscape Maintenance | Unimproved parkways, tree wells and drainage culvert | \$ 33.90 | \$ 406.80 |
| MISC-23 | Placentia Avenue - Swan Drive/Swan Circle to Adams Ave. Limited Landscape Maintenance | Sidewalks, tree wells and dirt parkways | \$ 33.90 | \$ 406.80 |

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|--------------------|---|--------------------------|---------------------|----------------------|
| MISC-24 | Sunflower Avenue – Fairview Rd. to Bear Rd. Limited Landscape Maintenance | Sidewalks and tree wells | \$ 33.90 | \$ 406.80 |
| MISC-25 | Whittier Avenue – 19 th Street to Parkhill Drive Limited Landscape Maintenance | Sidewalks and tree wells | \$ 33.90 | \$ 406.80 |
| MISC-26 | Wilson Street – Republic to Governor (North side only) Limited Landscape Maintenance | Sidewalks and tree wells | \$ 33.90 | \$ 406.80 |
| MISC-27 | Hamilton Street – Cul de sac at the west end of the street. Limited Landscape Maintenance | | \$ 33.90 | \$ 406.80 |
| GRAND TOTAL | | | \$ 15,760.40 | \$ 189,124.80 |

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| DETAILED PRICING SHEET #3 | | | | |
|---|--|---|----------------------|---------------------|
| PARKS AND FACILITIES SERVICE AREAS | | | | |
| Site # | Site Name-Location | Sq. Ft. | Monthly Price | Annual Price |
| P-1 | Brentwood Park 265 Monte Vista Avenue | 1.96 Acres Turf 1,460 Sq. Ft. Planters | \$ 1,344.44 | \$ 16,133.28 |
| P-2 | Canyon Park 970 Arbor Street | 4.51 Acres Turf | \$ 3,037.96 | \$ 36,455.52 |
| P-3 | Civic Center/City Hall 77 Fair Drive | 3.13 Acres Turf | \$ 2,109.25 | \$ 25,311.00 |
| P-5 | Community Garden 523 Hamilton Street | 3,100 Sq. Ft. Turf 1,900 Sq. Ft. Planters | \$ 76.11 | \$ 913.32 |
| P-6 | Corporation Yard 2310 Placentia Avenue | 0.24 Acres Turf 0.34 Acres Planters | \$ 386.39 | \$ 4,636.68 |
| P-7 | Costa Mesa Bridge Shelter 3175 Airway Avenue | 11,350 Sq. Ft. Planters 6,030 Sq. Ft. Turf | \$ 264.44 | \$ 3,173.28 |
| P-8 | Costa Mesa Senior Center 695 W. 19th Street | 0.35 Acres Turf 0.45 Acres Planters | \$ 529.44 | \$ 6,353.28 |
| P-9 | Del Mesa Park 3120 Manistee Drive | 2.00 Acres Turf 1,000 Linear Feet of Drainage Swale | \$ 1,388.89 | \$ 16,666.68 |
| P-10 | Estancia Park 1900 Adams Avenue | 5.95 Acres Turf, including Slope 1.05 Acres Planter Slopes, including Parking Lot Planters and Slope | \$ 4,690.45 | \$ 56,285.40 |
| P-11 | Fairview Park 2501 Placentia Avenue | 11.34 Acres Turf 20,612 Sq. Ft. Planters, including Irrigation Enclosure | \$ 7,942.02 | \$ 95,304.24 |
| P-12 | Gisler Park 1250 Gisler Avenue | 3.37 Acres Turf 1.03 Acres Planters 24,000 Sq. Ft. Slope | \$ 3,296.66 | \$ 39,559.92 |
| P-13 | Harper Park 425 E. 18th Street | 0.26 Acres Turf 100 Sq. Ft. Planter | \$ 174.26 | \$ 2,091.12 |
| P-14 | Heller Park 257 E. 16th Street | 1.94 Acres Turf 0.49 Acres Planters | \$ 1,625.37 | \$ 19,504.44 |
| P-15 | Jordan Park 2141 Tustin Avenue | 1.46 Acres Turf 0.21 Acres Planters | \$ 1,120.46 | \$ 13,445.52 |
| P-16 | Ketchum-Libolt Park 2150 Maple Street | 2,800 Sq. Ft. Turf 2,900 Sq. Ft. Planters | \$ 39.35 | \$ 472.20 |
| P-17 | Lindbergh Park 220 23rd Street | 5.15 Acres Turf 500 Sq. Ft. Ivy Trimming on wall and backflow enclosure | \$ 3,514.06 | \$ 42,168.72 |
| P-18 | Lions Park 570 W. 18th Street Location includes Downtown Recreation Center, Donald Dungan Library, Historical Society | 5.50 Acres Turf 1.43 Acres Planters | \$ 4,630.17 | \$ 55,562.04 |

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|--------------------|--|---|---------------------|------------------------|
| | and Norma Hertzog Community Center. | | | |
| P-19 | Marina View Park 1035 W. 19th Street | 1.42 Acres Turf 1.53 Acres Slope | \$ 1,948.97 | \$ 23,387.64 |
| P-20 | Mesa Verde Park 1795 Samar Drive | 1.97 Acres Turf | \$ 1,322.22 | \$ 15,866.64 |
| P-21 | Mesa Verde Library 2969 Mesa Verde Drive East | 0.22 Acres Turf 1.21 Acres Planters | \$ 937.32 | \$ 11,247.84 |
| P-22 | Moon Park 3377 California Street | 1.06 Acres Turf 2,439 Sq. Ft. Planters | \$ 752.87 | \$ 9,034.44 |
| P-23 | Neff Park/Civic Center Park 111 Fair Drive | 3.10 Acres Turf | \$ 2,085.64 | \$ 25,027.68 |
| P-24 | Paularino Park 1040 Paularino Avenue | 1.95 Acres Turf 0.56 Acres Planters | \$ 1,678.79 | \$ 20,145.48 |
| P-25 | Perez Park 308 University Drive | 1,800 Sq. Ft. Planter and Swale | \$ 26.67 | \$ 320.04 |
| P-26 | Pinkley Park 360 Ogle Street | 2.43 Acres Turf | \$ 1,637.03 | \$ 19,644.36 |
| P-27 | Raleigh Park 2150 Maple Street | 1,010 Sq. Ft. Turf 1,080 Sq. Ft. Planters | \$ 32.41 | \$ 388.92 |
| P-28 | Shalimar Park 782 Shalimar Drive | 1,025 Sq. Ft. Hardscape/Decomposed Granite | \$ 44.17 | \$ 530.04 |
| P-29 | Shiffer Park 3143 Bear Street | 4.77 Acres Turf 0.45 Acres Planters | \$ 3,504.43 | \$ 42,053.16 |
| P-30 | Smallwood Park 1646 Corsica Place | 2.50 Acres Turf 500 Sq. Ft. Planters | \$ 1,692.03 | \$ 20,304.36 |
| P-31 | Surburbia II Park 3302 Alabama Circle | 0.69 Acres Turf 1.45 Acres Planters | \$ 1,408.79 | \$ 16,905.48 |
| P-32 | Tanager Park 1780 Hummingbird Drive | 7.51 Acres Turf 1.45 Acres Planters | \$ 5,997.20 | \$ 71,966.40 |
| P-33 | Tewinkle Park 970 Arlington Drive | 22.39 Acres Turf 1.43 Acres Planters 0.55 Acres Slope | \$ 16,360.61 | \$ 196,327.32 |
| P-34 | Vista Park 1200 Victoria Street | 6.46 Acres Turf 6,000 Sq. Ft. Planters 0.87 Acres Slope | \$ 5,001.10 | \$ 60,013.20 |
| P-35 | Wakeham Park 3400 Smalley Road | 8.24 Acres Turf 0.69 Acres Planters | \$ 5,998.60 | \$ 71,983.20 |
| P-36 | Westside Sub-Station at Parking Lot 567 W. 18th Street | 2,170 Sq. Ft. Turf 1,056 Sq. Ft. Planters | \$ 47.04 | \$ 564.48 |
| P-37 | Wilson Park 360 W. Wilson Street | 1.97 Acres Turf 1.43 Acres of Drainage Swale | \$ 4,012.49 | \$ 48,149.88 |
| P-38 | Wimbledon Park 3440 Wimbledon Way | 2.75 Acres Turf 5,632 Sq. Ft. Planters | \$ 1,933.97 | \$ 23,207.64 |
| GRAND TOTAL | | | \$ 92,592.07 | \$ 1,111,104.84 |

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| DETAILED PRICING SHEET #4 | | | | |
|---------------------------|--|--|---------------------|----------------------|
| SPORTS FIELDS | | | | |
| Site # | Site Name-Location | Sq. Ft. | Monthly Price | Annual Price |
| SP-1 | Balearic Center Fields 1975 Balearic Drive | 8.00 Acres Turf 200 Sq. Ft. Backflow Enclosure | \$ 4,139.64 | \$ 49,675.68 |
| SP-2 | Luke Davis Field at Lions Park 570 W. 18th Street | 3.00 Acres Turf | \$ 1,546.58 | \$ 18,558.96 |
| SP-3 | Fairview Developmental Center Fields 2501 Harbor Boulevard | 5.50 Acres Turf | \$ 2,833.81 | \$ 34,005.72 |
| SP-4 | Jack Hammett Sports Complex 2750 Fairview Road | 14.70 Acres Turf 1.04 Acres Planters | \$ 9,411.17 | \$ 112,934.04 |
| SP-5 | Tewinkle Athletic Complex 970 Arlington Drive | 5.80 Acres Turf 8,208 Sq. Ft. Planters 5,000 Linear Feet of DG Edging | \$ 3,739.34 | \$ 44,872.08 |
| GRAND TOTAL | | | \$ 21,670.54 | \$ 260,046.48 |

| DETAILED PRICING SHEET NO. 5 | | | | |
|------------------------------|--|------------------------------|--------------------|---------------------|
| FIRE STATION SERVICE AREAS | | | | |
| Site # | Site Name-Location | Sq. Ft. | Monthly Cost | Annual Cost |
| FS-1 | Royal Palm Drive Fire Station 2803 Royal Palm Drive | 6,069 Planters | \$ 105.20 | \$ 1,262.40 |
| FS-2 | Baker Street 800 Baker Street | 1,982 Turf 517 Planters | \$ 106.91 | \$ 1,282.92 |
| FS-3 | Park Avenue 1865 Park Avenue | 8,805 Turf 3,016 Planters | \$ 487.80 | \$ 5,853.60 |
| FS-4 | Placentia Avenue 2300 Placentia Avenue | 13,468 Turf 414 Planters | \$ 673.31 | \$ 8,079.72 |
| FS-5 | Vanguard Way 2450 Vanguard Way | 3,804 Turf 532 Planters | \$ 197.44 | \$ 2,369.28 |
| FS-6 | Sakioka Drive 3350 Sakioka Drive | 5,796 Turf 6,502 Planters | \$ 399.39 | \$ 4,792.68 |
| GRAND TOTAL | | | \$ 1,970.05 | \$ 23,640.60 |

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| DETAILED PRICING SHEET EXTRA WORK | | |
|---|--------------------------|-----------------------|
| GENERAL LANDSCAPE MAINTENANCE | Sq. Ft. Per Month | Acre Per Month |
| Turf | \$.30 | \$ 950.00 |
| Landscape | \$.30 | \$ 1,000.00 |
| EXTRA WORK LABOR HOURLY RATES | Regular Time | Overtime |
| Foreman | \$ 40.00 | \$ 60.00 |
| Laborer | \$ 35.00 | \$ 52.50 |
| Specialty Personnel: | | |
| Irrigation Tech | \$ 55.00 | \$ 82.50 |
| Irrigation Laborer | \$ 35.00 | \$ 52.50 |
| Pesticide Applicator | \$ 60.00 | \$ 90.00 |
| Certified Playground Inspector | \$ 65.00 | \$ 97.50 |
| TURF MAINTENANCE INDIVIDUAL TASKS (PER SPECS) | | |
| Mowing | \$.20 | Per Sq. Ft. |
| Mowing | \$ 750.00 | Per Acre |
| Edge | \$ 3.00 | Per 1,000 Linear Feet |
| Fertilization: | | |
| Placement Only | \$ 50.00 | Per Acre |
| Labor Only | \$ 15.00 | Per Acre |
| Both | \$ 65.00 | Per Acre |
| Hollow Core Aerification (with removal of cores) | \$ 700.00 | Per Acre |
| Solid Core Aerification | \$ 750.00 | Per Acre |
| Topdressing (80% sand/20% amendments) | \$ 1,200.00 | Per Acre |
| De-Thatching (including removal) | \$ 900.00 | Per Acre |
| Weed Control - Chemical (excluding material) | \$ 9.00 | Per 1,000 Sq. Ft. |
| Pest Control - Chemical (excluding material) | \$ 7.00 | Per 1,000 Sq. Ft. |
| LANDSCAPE MAINTENANCE INDIVIDUAL TASKS (PER SPECS) | | |
| Edge & Trim | \$ 8.00 | Per 1,000 Sq. Ft. |
| Weed Removal & Clean Up | \$ 15.00 | Per 1,000 Sq. Ft. |
| Fertilization: | | |
| Placement Only | \$ 30.00 | Per Acre |
| Labor Only | \$ 7.50 | Per Acre |
| Both | \$ 37.00 | Per Acre |
| Pest Control - Chemical (including material) | \$ 60.00 | Hour |
| Pruning/Shearing Shrubs | \$ 25.00 | Per 1,000 Sq. Ft. |
| Vertical Mulch Trees | \$ 15.00 | Each |
| Vegetation Removal: | | |
| Blank | \$.10 | Per Sq. Ft. |
| Blank | \$ 500.00 | Per Acre |

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| | | |
|---|--------------|-----------------|
| Clean Hardscape/Sidewalks | \$.10 | Per Sq. Ft. |
| SPORTS TURF MAINTENANCE (PER SPECS) | | |
| Mowing - hybrid bermuda grass | \$.30 | Per Sq. Ft. |
| Mowing - hybrid bermuda grass | \$ 850.00 | Per Acre |
| Mowing - other | \$.20 | Per Sq. Ft. |
| Mowing - other | \$ 700.00 | Per Acre |
| Edge & Trim | \$ 1.25 | Per Linear Feet |
| Fertilization: | | |
| Placement Only | \$ 85.00 | Per Acre |
| Labor Only | \$ 22.00 | Per Acre |
| Both | \$ 110.00 | Per Acre |
| Pest Control - Chemical (including material) | \$.70 | Per Sq. Ft. |
| Hollow Core Aerification (with removal of cores) | \$ 700.00 | Per Acre |
| Solid Core Aerification | \$ 850.00 | Per Acre |
| Topdressing (80% sand/20% amendments) | \$ 1,200.00 | Per Acre |
| De-Thatching (including removal) | \$ 1,100.00 | Per Acre |
| Weed Control (with chemical and boom) | \$ 575.00 | Per Acre |
| PLANT MATERIAL (INSTALLED) | | |
| Annual Color (4" container) | \$ 30.00 | Each |
| Ground Cover | \$ 28.00 | Flat |
| One (1) Gallon | \$ 9.50 | Each |
| Two (2) Gallon | \$ 14.00 | Each |
| Five (5) Gallon | \$ 25.50 | Each |
| Fifteen (15) Gallon | \$ 85.00 | Each |
| 24" Box Size Tree w/Triple Stakes | \$ 325.00 | Each |
| 36" Box Size Tree w/Triple Stakes | \$ 600.00 | Each |
| 48" Box Size Tree w/Triple Stakes | \$ 1,100.00 | Each |
| Seeded and Topdressed Turf Repair | \$.80 | Per Sq. Ft. |
| Seeded and Topdressed Turf Repair | \$ 1,500.00 | Per Acre |
| Sodded Turf (remove, soil prep and replace) | \$ 1.75 | Per Sq. Ft. |
| Sodded Turf (remove, soil prep and replace) | \$ 12,000.00 | Per Acre |
| Hydroseed (including binder, fertilizer; seed excluded) | \$.80 | Per Sq. Ft. |
| Hydroseed (including binder, fertilizer; seed excluded) | \$ 7,500.00 | Per Acre |

EXHIBIT D
CITY COUNCIL POLICY 100-5

| SUBJECT | POLICY NUMBER | EFFECTIVE DATE | PAGE |
|---------------------|---------------|----------------|--------|
| DRUG-FREE WORKPLACE | 100-5 | 8-8-89 | 1 of 3 |

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

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| DRUG-FREE WORKPLACE | 100-5 | 8-8-89 | 2 of 3 |

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

| SUBJECT | POLICY NUMBER | EFFECTIVE DATE | PAGE |
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| DRUG-FREE WORKPLACE | 100-5 | 8-8-89 | 3 of 3 |

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.