

**AMENDMENT NO. 1  
TO LANDSCAPE MAINTENANCE AGREEMENT**

THIS AMENDMENT NO. 1 TO LANDSCAPE MAINTENANCE AGREEMENT ("Amendment") is made on June 17, 2026 ("Effective Date"), by and between the City of Oceanside, a municipal corporation ("City") and BrightView Landscape Services, Inc., ("Contractor").

**RECITALS**

WHEREAS, City and Contractor are parties to that certain Landscape Maintenance Agreement dated May 4, 2022 ("Agreement") to provide landscape maintenance services to the City's eleven landscape maintenance assessment districts (LMADs) for an initial term of two (2) years, which also provided for three (3) 1-year extension options providing a total term of five (5) years, if exercised by City.

WHEREAS, City has already administratively exercised the first and second extension options, and the Agreement is scheduled to expire on June 30, 2027.

WHEREAS, at this time, the City has requested to amend the Agreement to update the scope of work within the "Extra Work" Section 8.28 of the Agreement to provide for a conversion of non-functional turf medians, streetscapes and parkway areas within the public right-of-way, within the Santa Fe Mesa LMAD, and the Del Oro Hills LMAD.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto agree to amend the Agreement as follows:

**AGREEMENT**

1. **SECTION 8.28: EXTRA WORK**, is hereby amended to add the following subsection "D." as follows, and the remainder of the section will remain the same:

D. Conversion of non-functional turf areas of parkway areas, medians and streetscapes within the public right-of-way for the Santa Fe Mesa and Del Oro Hills Landscape Maintenance Districts, as may be requested by City and pursuant to a specific scope of work determined by City in its sole discretion.

2. **SECTION 5.1.8: CONTRACTOR'S COMPENSATION**, is hereby amended to add compensation for additional work identified in Section 8.28 Extra Work, "D" elimination of non-functional turf, based on scope of work and prices set forth in Exhibit "A", attached hereto and by this reference made part of this Agreement.

CONTRACTOR'S additional compensation shall not exceed \$400,000 for a new total agreement price of \$3,584,528.55 (original contract amount of \$1,215,576 + FY 24/25 renewal of \$638,785.32, FY 25/26 renewal of \$652,682.64, FY 26/27 of \$677,484.59, and Amendment 1 of \$400,000).

Except as expressly set forth in this Amendment, all other terms, conditions, covenants and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly modified by this Amendment, the Agreement and all of its terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do herein agree to the full performance of this Amendment.

"City"

THE CITY OF OCEANSIDE  
a municipal corporation

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jonathan Borrego  
City Manager

By: \_\_\_\_\_  
City Attorney

"Contractor"

BRIGHTVIEW LANDSCAPE SERVICES, INC.  
a California corporation

By: Terry Mahoney

Name: Terry Mahoney

Title: Branch Manager

**NOTARY ACKNOWLEDGEMENT OF LESSEE'S SIGNATURE(S) MUST BE ATTACHED**

## ACKNOWLEDGMENT

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


State of California  
County of San Diego)

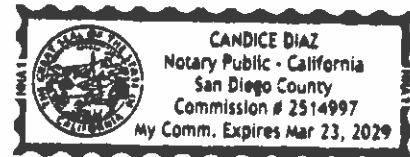
On June 10, 2026 before me, Candice Diaz, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**EXHIBIT "A"**

**ELIMINATION OF NON-FUNCTIONAL TURF  
SCOPE OF WORK AND PRICES FOR PROJECT**

**(See Following Pages)**

## Proposal for Extra Work at City of Oceanside Public Works

Property Name	City of Oceanside Public Works	Contact	Valerie MacAdam
Property Address	300 North Coast Highway Oceanside, CA 92054	To Billing Address	Oceanside City of 300 N Coast Hwy Oceanside, CA 92054

Project Name      Assembly Bill 1572 - Non functional turf compliance

Project Description      Install new landscaping as outlined under scope of work - TBD turf conversion for RDO & SFM LMAD's

### Scope of Work

- TOTAL SQUARE FOOTAGE OF RDO TURF = APROX. 92,000sqft (see map)
- TOTAL SQUARE FOOTAGE OF SANTA FE MESA = APROX. 2100sqft
- Spray kill all Non-useable turf areas
- Plant count and pallet will be determined upon approval & review with City

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Plant Material	\$200,000.00	\$200,000.00
1.00	LUMP SUM	Enhancement Labor Placeholder	\$165,000.00	\$165,000.00
1.00	LUMP SUM	Rental Equipment Placeholder	\$10,000.00	\$10,000.00
1.00	LUMP SUM	Irrigation Placeholder	\$25,000.00	\$25,000.00

For internal use only

SO#                      8920471  
JOB#                    473600156  
Service Line            130

**Total Price            \$400,000.00**

**THIS IS NOT AN INVOICE**

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
Vista, CA 92081 ph (760) 5987065 fax

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of the Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

**Acceptance of this Contract**

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year) or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

**NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.**

Customer

	<b>Contract Coordinator</b>
Signature	Title
<b>Valerie MacAdam</b>	<b>May 14, 2026</b>
Printed Name	Date

**BrightView Landscape Services, Inc. "Contractor"**

	<b>Account Manager</b>
Signature	Title
<b>Dustin Stephens</b>	<b>May 14, 2026</b>
Printed Name	Date

<b>Job #:</b>	<b>473600156</b>		
<b>SO #:</b>	<b>8920471</b>	<b>Proposed Price:</b>	<b>\$400,000.00</b>