

**PLEASANT VALLEY RECREATION & PARK DISTRICT
ADMINISTRATION OFFICE – SENIOR CENTER
1605 E. BURNLEY ST., CAMARILLO, CALIFORNIA**

**BOARD OF DIRECTORS
SPECIAL MEETING AGENDA
March 23, 2023**

4:30 P.M.

SPECIAL MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. ADOPTION OF AGENDA

5. OPEN COMMUNICATIONS/PUBLIC FORUM

In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. Pursuant to Government Code Section 54956, no business other than what is set forth in this special meeting agenda may be considered by the Board. If you would like to speak about an item on the agenda, we would prefer you complete a Speaker Card and wait until it comes up. Speakers will be allowed three minutes to address the Board.

6. NEW ITEMS-DISCUSSION/ACTION

A. PLEASANT VALLEY FIELDS MAINTENANCE

Brightview Lanscape Services has notified the District that starting April 1, 2023 they will be terminating their contract with the District due to rising costs.

Suggested Actions: Discuss short term solutions and provide direction to staff as it relates to Pleasant Valley Field Maintenance.

7. ORAL COMMUNICATIONS

Informal items from Board Members or staff not requiring action.

8. ADJOURNMENT

Note: Written materials related to this agenda are available for public inspection in the Office of the Clerk of the Board located at 1605 E. Burnley Street, Camarillo during regular business hours two business days preceding the scheduled Special Board Meeting.

Announcement: Public Comment: Members of the public may address the Board on any agenda item before or during consideration of the item. [Government Code section 54954.3] Should you need special assistance (i.e. a disability-related modification or accommodations) to participate in the Board meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager, at (805) 482-1996, extension 114. Please notify the General Manager 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Brandon Lopez, Park Supervisor

DATE: March 23, 2023

**SUBJECT: DISCUSSION AND GUIDANCE FOR MAINTENANCE
OF PLEASANT VALLEY FIELDS**

SUMMARY

Since the opening of Pleasant Valley Fields in 2010, maintenance of the park has been maintained by Valley Crest Landscape, which is now known as Brightview Landscape Services. The District renewed their landscape maintenance contract with Brightview in February of 2021 upon completion of a formal bidding process. The District received a letter from Brightview in February of 2023 stating they would be terminating their contract with the District as of April 1, 2023, due to rising costs, thereby, forcing the District to find an alternative to our current landscape maintenance arrangement. Starting April 1st, the District will take over all landscape maintenance at Pleasant Valley Fields while staff begins the Request for Proposal process for a new landscape contractor.

BACKGROUND

Pleasant Valley Fields was opened in 2010 with a total of 55 acres including 34 acres of sports turf, 46 acres of total landscaped area, a ½ mile walking path, and three separate buildings equipped with restrooms, a snack bar, storage space and a formal meeting room. It is a heavily used complex with a high level of wear and tear on the turf due to a high volume of sports games, practices, and tournaments. The park is held in high esteem by the sports community in Camarillo and Ventura County and as such comes with high expectations for superior service.

Brightview Landscape Company has been the sole landscape maintenance contractor at the park with a total of six (6) different contracts throughout the years (2009-2012, 2012-2014, 2014-2017, 2017-2018, 2018-2021, and the current contract 2021-2024). In 2009 our first contract had an annual payment of \$209,880. The current contract totals \$329,215 for the year. Brightview has been responsible for all turf maintenance and renovation, ballfield preparation, tree care, shrubs/pruning, hardscape management, irrigation, park amenities, janitorial services, and trash services at the park. Remaining services at the park are provided either directly by the District or an independent contractor; the District provides bathroom soap and toilet paper for Brightview staff to install, and West Coast Arborist is contracted for grid pruning of the trees.

During the last request for proposal process, the District received bids from four (4) landscape companies as shown below:

| Vendor | Bid Amount | Annual Amount |
|------------------------------------|-------------|--|
| Brightview Landscape Services Inc. | \$912,612 | \$263,770 – Year 1 \$319,627 – Year 2 \$329,215 – Year 3 |
| Enhanced Landscape Management | \$987,955 | \$329,318.33/yr |
| Stay Green | \$1,305,600 | \$435,200/yr |
| Western Golf & Hospitality | \$1,592,977 | \$530,992.33/yr |

This comparison resulted in staff recommending Brightview. The proposal by Brightview is included as Attachment 2. Their proposal successfully satisfied all the criteria set out in the RFP. Brightview offered the most competitive cost for the contract by more than \$75,000 from the next lowest bidder.

After two years of working with Brightview on the current contract, Brightview approached the District requesting an increase to the contract due to inflation, the rising costs of goods and services as well as labor. For these reasons this has made the contract non-sustainable at the current rate. Since this contract was competitively bid, the District legally cannot agree to an increase to the current contract. Therefore, Brightview has informed the District they will be terminating the contract as of April 1st, 2023.

Staff met with the Liaison Committee on March 3rd, 2023, to inform them that Brightview would be terminating the contract and to begin discussions on possible next step solutions. During the meeting, discussion items included concerns, limitations, and possible short-term solutions. It was determined that overall staff would begin to prepare a request for proposal with a target of finalizing the information with the Liaison Committee and bringing before the full Board at the June 2023 meeting.

ANALYSIS

The level of service at Pleasant Valley Fields is unique compared to our other parks. Pleasant Valley Fields uses specific equipment, liquid fertigation, specific turf maintenance, and seven (7) days a week coverage. Coverage not only includes turf operations but also facility/janitorial maintenance. Upon learning that Brightview would be terminating the contract, staff considered and explored various options to meet the needs of Pleasant Valley Fields while also considering the District’s obligation to maintain the other twenty-seven (27) District-operated parks at their current and expected levels of service.

Because of these specific levels of service, it is not as easy as simply finding another landscape contractor to fill the void that Brightview will leave behind. Due to inflation and increased labor costs, staff is anticipating much higher bid amounts compared to those received from our bids in 2021. Staff has started analyzing the costs of maintaining Pleasant Valley Fields to include using internal staff, independent contractors for select items, and several combinations of each to find the most cost-effective and efficient model to meet the District’s levels of service.

Staff has prepared a preliminary six (6) month plan to address the immediate and longer-term needs to fill this void and address the expected increase in the bid amount with the ultimate goal of writing a Request for Proposal (“RFP”) to assess the most economical method to provide a maintenance of the park at a high level of service.

Immediate/Short-Term:

During the time it takes to prepare and complete the Request For Proposal (“RFP”) process, the District will be re-organizing our current staff to create coverage for Pleasant Valley Fields. Currently the Parks Department consists of three (3) maintenance crews: East Crew, West Crew and Central/Facilities Crew. Each crew maintains several neighborhood, community, and sports parks in addition to other District facilities. The District maintains coverage of the parks and facilities seven (7) days a week with each type of park and facility having its own level of service.

To create coverage of Pleasant Valley Fields, there will need to be a shift in three main areas: re-organization of the crews; additional coverage of services by our other landscape contractor, Natural Green; and Capital and Operating Maintenance Costs.

1. **Crew Format:** There will be a split from three (3) crews to four (4) smaller crews. The District’s 28 parks will be split up based on location, service levels, and programming needs. With the proposed re-organization of the crews and the additional contract work of Natural Green, staff can take on the addition of Pleasant Valley Fields for the next six (6) months, but it would be a challenge over a longer period of time.

This period will give staff a better understanding of the demands and requirements of Pleasant Valley Fields. Staff has analyzed the base hours needed to maintain each of our parks at our current levels of service with our current full-time staffing levels. The District has the staffing hours to maintain seven (7) days a week coverage throughout our parks; however, during the next six (6) months there will be limited time for additional projects, maintenance, and repairs. Staff is working out a plan to create priorities for maintenance, repairs, and projects during this time period.

2. **Natural Green Landscape Contract:** Natural Green has agreed to temporarily increase their contract services to the District to fill the void of Brightview for an additional **\$3,500 per month** (a month-to-month agreement) per a contract amendment (Attachment 4). Natural Green would mow, blow, edge, and weed eat at Freedom Park thus allowing the District to shift responsibilities of District staff from Freedom Park to Pleasant Valley Fields.
3. **Capital & Operating Maintenance Costs:** With the District taking over the landscape maintenance, there will be additional costs to the District. For the next six (6) months staff is projecting additional operating and capital costs for goods, services, and equipment to maintain the fields. The District has the majority of the equipment in inventory; however, there are items that will need to be purchased and remain at Pleasant Valley Fields. If the District elects to enter a contract to continue landscape maintenance at Pleasant Valley Fields, the newly purchased equipment can be used to replace aging equipment at our other parks.

Our current contract arrangements require the contractor to provide most of the operating materials to maintain the fields. These materials and associated costs will fall on the District while we work through the bidding process. Staff is anticipating operating costs of \$75,998 for the six (6) month period. The bulk of these costs are for fertilizer and herbicides.

| <u>Capital Items</u> | <u>Costs</u> |
|-----------------------------|---------------------|
| Utility Gator | \$20,000 |
| Sand Pro | \$ 5,000 |
| Total | \$25,000 |

| <u>Operating Items</u> | <u>Costs</u> |
|-------------------------------|---------------------|
| String Trimmers | \$1,000 |
| Hand Tools | \$2,000 |
| Edgers | \$900 |
| Backpack Blowers | \$900 |
| Janitorial Supplies | \$3,000 |
| Striping Paint | \$600 |
| Fertilizer – Liquid | \$18,000 |
| Pest Control | \$3,600 |
| Irrigation | \$12,498 |
| Tractor/Mower Maintenance | \$4,500 |
| Truck Maintenance | \$500 |
| Trail Maintenance | \$200 |
| Equipment Maintenance | \$900 |
| Fuel Trucks | \$900 |
| Fuel Tractors/Mowers | \$4,500 |
| Blade Sharpening | \$4,000 |
| Herbicide | \$18,000 |
| Total | \$75,998 |

Long-Term:

As mentioned before, District staff will take the interim period to evaluate the demands and requirements of the park. The goal is to gather insight into what, if any, additional changes need to be made or items included in the RFP staff will create through the guidance of the Liaison Committee. Based on concerns expressed during Brightview's contract period, there are known areas staff will need Board guidance on:

- Expected Levels of Service for Pleasant Valley Fields
- Balance, Prioritization and Effects of Expected Levels of Service for Pleasant Valley Fields compared to remaining 27 parks due to the fiscal impact of an expected higher maintenance contract cost.
- Balance and Prioritization of field availability (playable hours), turf conditions, and appearance
- Long-term capital costs and expectations for Pleasant Valley Fields

FISCAL IMPACT

There are a couple of fiscal impacts at this time.

The FY 2022-2023 budget for Brightview's contract was originally allocated \$319,627 for the Pleasant Valley Fields Maintenance contract. Due to Brightview ending the contract early, some budget adjustments need to be made.

The action before the Board would allow the General Manager to:

1. Make a budget adjustment to the FY 2022-2023 budget, reducing Contracted Landscape Services (Fund 20 acct 6720) by \$69,000, increasing Grounds Maintenance (Fund 20 acct 6710) by \$37,999, and increasing total Personnel expenses (Fund 20 accts 6100,6120,6130,6140) by \$59,000.
2. Amend the contract with Natural Green Landscape for additional services not to exceed \$21,000. The additional services will be funded through Contracted Landscape Services (Fund 20 acct 6720).

RECOMMENDATION

Staff is recommending the Board provide guidance and direction for Pleasant Valley Fields Maintenance as well as take the following actions:

1. Approve budget adjustments to Fund 20 for the FY 2022-2023 budget.
2. Authorize the General Manager to execute a second amendment to the Contract with Natural Green for the additional services at Freedom Park for month-to-month agreement not to exceed \$21,000 or six (6) months.

ATTACHMENTS

- 1) Brightview Letter (1 page)
- 2) Brightview Contract (88 pages)
- 3) Natural Green Contract (51 pages)
- 4) Natural Green Contract Second Amendment (1 page)
- 5) Fund 20 FY 2022-2023 April Budget Adjustment (1 page)



Date: 2/13/2023

Pleasant Valley Recreation & Park District
1605 E. Burnley Street
Camarillo, California 93010
Attn: Contract Officer

Re: Termination of Services for Pleasant Valley Recreation District

Dear Contract Officer,

Pursuant to Section 1.28 of the 2021-2024 Contract Services Agreement for Landscape Maintenance Services dated of 9/20/2021 between the Pleasant Valley Recreation & Park District ("District") and BrightView Landscape Services, Inc. ("BrightView") (the "Agreement"), that states "[e]ither party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party." This letter constitutes formal notice that BrightView is terminating the Agreement effective 4/1/2023 (the "Termination Date").

Feel free to call me at 818-383-4726 with any questions that you may have. Thank you in advance for your cooperation in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam Budniak", is written over a horizontal line.

Adam Budniak As Vice President & General
Manager for BrightView Landscape
Services, Inc.



PV FIELDS LANDSCAPE MAINTENANCE CONTRACT

Contractor: Brightview Landscape Services, Inc.

Contract and exhibits covering
landscape and maintenance
services at Pleasant Valley Fields,
200 Westpark Court.

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Exhibits

(Separate Attachments)

- 1. Exhibit A: Scope of Work**
- 2. Exhibit B: Special Requirements**
- 3. Exhibit C: Schedule of Compensation**
- 4. Exhibit D: Technical Provisions**
- 5. Exhibit E: Faithful Performance Bond**
- 6. Exhibit F: Labor & Material Bond**
- 7. Exhibit G: Equipment List**

PLEASANT VALLEY RECREATION AND PARK DISTRICT
2021-2024 CONTRACT SERVICES AGREEMENT FOR LANDSCAPE
MAINTENANCE SERVICES

This Contract Services Agreement (“Agreement”) is made and entered into this FIRST day of MARCH 2021, by and between the Pleasant Valley Recreation and Park District, a municipal corporation (“District”), and BRIGHTVIEW LANDSCAPE SERVICES, INC. (“Contractor”). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

- 1.1 Scope of Services:** In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional, and satisfactory manner.
- 1.2 Contractor’s Proposal:** The Scope of Services shall include the Contractor’s proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.
- 1.3 Compliance with Law:** All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State, or local governmental agency having jurisdiction.
- 1.4 Licenses, Permits, Fees and Assessments:** Contractor shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement; and shall indemnify, defend, and hold harmless District against any claim for such fees, assessments, taxes, penalties, or interest levied, assessed or imposed against District hereunder.
- 1.5 Familiarity with Work:** By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (s) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

- 1.6 **Additional Services:** District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the scope of services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to **\$5,000** may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the District Board. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be costlier or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation, therefore.
- 1.7 **Special Requirements:** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached thereto as “*Exhibit B*” and incorporated herein by this reference. In the event of a conflict between the provisions of “*Exhibit B*” and any other provisions of this Agreement, the provisions of “*Exhibit B*” shall govern.
- 1.8 **Environmental Laws:** Contractor shall comply with all applicable environmental laws, ordinances, codes, and regulations of Federal, State, and local governments. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2. COMPENSATION

- 1.9 **Contract Sum:** For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the “Schedule of Compensation” attached hereto as “*Exhibit C*” and incorporated herein by this reference, but not exceeding the maximum contract amount of **NINE HUNDRED AND TWELVE THOUSAND AND SIX HUNDRED AND TWELVE** dollars (**\$912,612.00**) (“Contract Sum”, except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor’s rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or, (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the District.

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work

or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

- 1.10 Method of Payment:** Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the District, in a form approved by the District's Administrative Services Manager, an invoice for services rendered prior to the date of the invoice. The Parks Services Manager is then responsible for attaching verification of required monthly inspection report for any payment to be processed. Except as provided in Section 7.2, District shall pay Contractor for all expenses stated thereon which are approved by District pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.
- 1.11 Availability of Funds:** It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the District Board of Directors for the purposes of this Agreement. The availability of funding is affected by matters outside the District's control, including other governmental entities. Accordingly, the District has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3. PERFORMANCE SCHEDULE

- 1.12 Time of Essence:** Time is of the essence in the performance of this Agreement.
- 1.13 Schedule of Performance:** Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Scope of Work" and "Technical Provisions & Levels of Service" attached hereto as "*Exhibit A*" and "*Exhibit D*", respectively, if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the period(s) specified in the Scope of Work and Technical Provisions may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.
- 1.14 Force Majeure:** The time period(s) specified in the Scope of Work (*Exhibit "A"*) and Technical Provisions (*Exhibit "D"*) for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restricts, riots, strikes, freight embargoes, wars, litigation, pandemics, and/or acts of any governmental agency, including the District, if the Contractor shall, within ten (10) days of the commencement of such delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time

for performing the services for the period of the enforced delay when and if, in the judgement of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

- 1.15 Term:** Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than **February 29, 2024.**

4. COORDINATION OF WORK

- 1.16 Representative of Contractor:** **SCOTT GODFREY** is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability, and reputation of the representative was a substantial inducement for District enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of District.

- 1.17 Contract Officer:** The District's General Manager is hereby designated as the representative of the District authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by District to the Contract Officer. The District may designate another Contract Officer by providing written notice to Contractor.

- 1.18 Prohibition Against Subcontracting or Assignment:** The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder other than those subcontractors identified on Exhibit "I", "Subcontractor's Listing", attached hereto. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of District. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of District.

1.19 Independent Contractor: It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of Contractor to District being that of an independent contractor. Contractor is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the District and for coordinating all portions of the work so the results will be satisfactory to District. Contractor will supply all tools and instruments required to perform its services under this Agreement, including those items identified on Exhibit "F", Equipment List. Neither the District nor any of its employees shall have any control over the manner or means by which Contractor or its staff perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role.

Contractor represents and warrants that the personnel used to provide services to the District pursuant to this Agreement are classified by Contractor as employees. Contractor shall not at any time or in any manner represent that it or any of its employees are employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Contractor. In the event that Contractor or any staff of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the District, then Contractor shall indemnify, defend, and hold harmless the District for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the District as a consequence of, or in any way attributable to, the assertion that Contractor or any staff Contractor used to provide services under this Agreement are employees of the District.

5. INSURANCE AND INDEMNIFICATION

1.20 Insurance: Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

1.20.1 Commercial General Liability Insurance: A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate and no less than \$2,000,000 for products/completed operations aggregate.

1.20.2 Workers' Compensation Insurance: A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required

by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

1.20.3 Automotive Insurance: A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$2,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

1.20.4 Professional Liability or Error and Omissions Insurance: A policy of \$ N/A Insurance in an amount not less than \$ N/A per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the District. All the above policies of insurance shall be primary insurance. The general liability policy shall name the District, its officers, employees, and agents ("District Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers.

All said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or Binders are approved by District. Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or the Key Rating Guide, and only if they are of a financial category Class VII or better unless such requirements are waived by the Risk Manager of the District due to unique circumstances. In the event the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

1.21 Indemnification:

1.21.1 Indemnity for Professional Liability: When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District and the District's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in

whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

1.21.2 Indemnity for Other than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

5.3 Bonds Required.

The required bonds in the amounts required shall be furnished by the Contractor to the District, on the forms set forth in Exhibit "E", "Faithful Performance Bond" and Exhibit "G", "Labor & Material Bond", attached hereto, and approved by the District to the commencement and throughout the duration of the work.

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor, of all requirements under the contract and upon the payment of claims of material supplier and laborers thereunder. The **Faithful Performance Bond** shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the ANNUAL prices stated in the bid. The **Payment Bond** (Labor and Material Bond) shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the ANNUAL payments to be made under the contract computed on the basis of the prices stated in the bid.

The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. **The payment bond shall be unconditional and remain in force during the entire term of the contract agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing to perform in whole or part the services required herein.**

SUFFICIENCY OF INSURER OR SURETY FOR PAYMENT BOND AND PERFORMANCE BOND: All insurers are to be rated "A" or better according to the most recent Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances. All sureties shall be admitted surety insurers authorized to do business in the State of California by the Insurance Commissioner. Should the District object to the sufficiency of the insurer or surety the Contractor shall immediately deliver to the District the following documents:

- (a) A copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or
- (b) A certificate from the Clerk of the County of Ventura that the "Certificate of Authority" of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the "Certificate of Authority" of the Insurer or Surety has been suspended, that renewed authority has been granted.

Failure of Contractor to timely deliver these documents shall require the District to refrain from entering the agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the District, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, District shall contact the bond company to verify the bond's validity.

6. RECORDS AND REPORTS

- 1.22 **Reports:** Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.
- 1.23 **Records:** Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required.
- 1.24 **Ownership of Documents:** All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by District for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the District's sole risk and without liability to Contractor and the District shall indemnify the Contractor for all damages resulting therefrom. All subcontractors shall provide for assignment to District of any documents or materials prepared by them, and in the event, Contractor fails to secure such assignment, Contractor shall indemnify District for all damages resulting therefrom.

7. ENFORCEMENT OF AGREEMENT

- 1.25 **California Law:** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.
- 1.26 **Retention of Funds:** Contractor hereby authorizes District to deduct from any amount payable to Contractor (whether or not arising out of this Agreement), (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, District may withhold for any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect District as elsewhere provided herein.
- 1.27 **Waiver:** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be constructed as a waiver. A party's consent to or approval of any act by the other party requiring the parts consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
- 1.28 **Termination Prior to Expiration of Term:** Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.
- 1.29 **Completion of Work After Termination for Default of Contractor:** If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder

exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

- 1.30 **Attorney's Fees:** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8. DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

- 1.31 **Non-Liability of District Officers and Employees:** No officer or employee of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.
- 1.32 **Conflict of Interest; District:** No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership, or association in which he/she is interested, in violation of any State statute or regulation.
- 1.33 **Conflict of Interest; Contractor:** Contractor warrants that is has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict-of-interest laws and regulations including, without limitation, District's Conflict of Interest Code which is on file in the District Clerk's office. Accordingly, should the District Manager determine that Contractor will be performing a specialized or general service for the District and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers, agents or employees, as applicable, shall be subject to the District's Conflict of Interest Code.
- 1.34 **Covenant Against Discrimination:** Contractor covenants that, by and for itself, its executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9. MISCELLANEOUS PROVISIONS

- 1.35 **Notice:** Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the District Manager and to the attention of the Contract Officer, Pleasant Valley Recreation and Park District, 1605 E. Burnley Street, Camarillo, California 93010, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.
- 1.36 **Interpretation:** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.
- 1.37 **Integration: Amendment:** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.
- 1.38 **Severability:** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
- 1.39 **Corporate Authority:** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.


(Signatures continued next page)

10. SIGNATURES

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

DISTRICT:

PLEASANT VALLEY RECREATION & PARK DISTRICT, a municipal corporation

By: 
Board Chair, Mark Malloy

Date: 9-20-21


ATTEST:


District Clerk

Date: 9-20-21

APPROVED AS TO FORM:

Aleshire & Wynder, LLP


For: Tiffany J. Israel, General Counsel

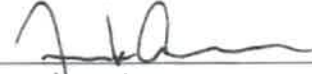
CONTRACTOR:


Click or tap here to enter text.

a [California corporation]

Click or tap here to enter text.

a [California corporation]

By: 
Name: Frank Annino
Title: Senior Vice President

By: 
Name: Scott Godfrey
Title: Vice President and General Manager

Address: 2064 Eastman Ave, Unit 104
Ventura, CA 93003
Click or tap here to enter text.

**2021-2024 CONTRACT SERVICES AGREEMENT FOR LANDSCAPE
MAINTENANCE SERVICES**

EXHIBIT C

SCHEDULE OF COMPENSATION

The monthly and annual compensation for the initial three years of the contract term will be the rates set forth below and shall not be increased. This Agreement also includes compensation not to exceed **\$5,000.00** each year for Extra Work, if requested by the District in writing. Extra Work will be compensated at the rates listed below. Any amount exceeding this threshold, per year, will require a written contract amendment by the District Board of Directors.

Contractor shall furnish all labor, equipment, tools, and materials necessary to do all of the work necessary or incidental to complete the work in accordance with the Agreement at the following prices:

| | <u>ITEM COST PER MONTH (YEAR ONE)</u> | <u>ITEM COST PER MONTH (YEAR TWO)</u> | <u>ITEM COST PER MONTH (YEAR THREE)</u> |
|--|--|--|--|
| | <i>3/01/2021-2/28/22</i> | <i>3/01/2022-2/28/2023</i> | <i>3/01/2023-2/29/2024</i> |
| Park/Facility Landscape Maintenance: | \$171,450.50 | \$207,757.55 | \$213,989.75 |
| Softball Field Set-up/ Drag, Water and Line (based on an average of 26 times a month from Feb-Nov): | \$39,565.50 | \$47,944.05 | \$49,382.25 |
| Janitorial 7 days a week (excluding Holidays that the contractor takes off): | \$52,754.00 | \$63,925.40 | \$65,843.00 |
| Annual TOTAL: | \$263,770.00 | \$319,627.00 | \$329,215.00 |
| | | | |
| | THREE (3) YEAR COMBINED GRAND TOTAL: | | \$912,612.00 |

(continued)

COMPANY NAME: BrightView Landscape Services, INC

| | |
|------------------------------------|---------------------|
| A. TOTAL ANNUAL COST (First Year) | <u>\$263,770.00</u> |
| B. TOTAL ANNUAL COST (Second Year) | <u>\$319,627.00</u> |
| C. TOTAL ANNUAL COST (Third Year) | <u>\$329,215.00</u> |

TOTAL (3) YEAR COMBINED NOT TO EXCEED ANNUAL COST IN WORDS (B-D):

NINE HUNDRED AND TWELVE THOUSAND, SIX HUNDRED AND TWELVE DOLLARS

(continued)

SUPPLEMENTAL UNIT PRICE FORM

| | | |
|-----|--|---|
| a. | Weekend Trash During Soccer Season and Tournaments | \$ <u>400.00</u> /per day |
| b. | Drag, Water and Line softball fields months of Feb-Nov average 26+ - times per month | \$ <u>125.00</u> /per day |
| c. | Janitorial 7 days | \$ <u>350.00</u> /per day |
| d. | 1 Man Crew Rate | \$ <u>40.00</u> /hour |
| e. | 2 Man Crew Rate | \$ <u>80.00</u> /hour |
| f. | Tractor with Turf Tires and Operator | \$ <u>290.00</u> /hour |
| g. | Tractor Mowing | \$ <u>82.00</u> /acre |
| h. | Topdressing | \$ <u>0.02</u> /per 1,000 sq. feet (1/4" thick) |
| i. | Stump Removal | \$ <u>375.00</u> /stump (all sizes) |
| j. | Tree Removal | \$ <u>480.00</u> /tree (6 inch-15-inch DBH) |
| k. | Tree Removal | \$ <u>960.00</u> /tree (16 inch-22-inch DBH) |
| l. | Tree Removal | \$ <u>1,666.00</u> /tree (23-inch DBH) |
| m. | Fertilization Turf areas | \$ <u>0.02</u> /1000 sq ft |
| n. | Fertilization Shrub areas | \$ <u>0.02</u> /1000 sq ft |
| o. | Ground Cover (planter beds) | \$ <u>0.02</u> /1000 sq ft |
| p. | Herbicide pocket Gophers /Ground Squirrels | \$ <u>0.05</u> / sq ft |
| q. | Thatch Removal | \$ <u>900.00</u> / per acre |
| r. | Turf Renovation (site prep, seeding and top dressing | \$ <u>1,050.00</u> /per acre |
| s. | Weed Control | \$ <u>860.00</u> /per acre |
| t. | Weed Control | \$ <u>6.50</u> /1000 sq ft |
| u. | Core Aeration pto driven /drag the cores | \$ <u>2.80</u> /sq ft |
| v. | Solid Tine Aeration using 1/2 tine | \$ <u>2.20</u> /sq ft |
| w. | Reel Mowing | \$ <u>0.002</u> /sq ft |
| x. | Rotary Mowing | \$ <u>0.004</u> /sq ft |
| y. | Turf Edging and Trimming | \$ <u>0.05</u> /linear ft |
| z. | Irrigation Repair | \$ <u>60.00</u> /hour |
| aa. | Irrigation- Furnish and Install 1" brass valve | \$ <u>402.00</u> |
| bb. | Irrigation Valve 1 1/2 Brass | \$ <u>500.00</u> |
| cc. | 100' of Trench 18" deep | \$ <u>380.00</u> |
| dd. | Hybrid Bermuda Sod (GN-1) | \$ <u>835.00</u> /per 500 sq. feet |
| ee. | Fescue Sod | \$ <u>580.00</u> /per 500 sq. feet |
| ff. | Pressure Washing | \$ <u>0.08</u> /sq ft |
| gg. | Pruning Vegetation and Trees | \$ <u>48.00</u> /\$70 /hour |
| hh. | 1 Gallon Plant | \$ <u>12.00</u> /each |
| ii. | 5 Gallon Plant | \$ <u>26.00</u> /each |
| jj. | 15 Gallon Plant | \$ <u>96.00</u> /each |
| kk. | Flat of Ground Cover | \$ <u>32.00</u> /each |
| ll. | Flat of Groundcover (Annuals) | \$ <u>35.00</u> /each |
| mm. | Flat of 4" Potted Annuals | \$ <u>39.00</u> /each |

CONTRACTOR: BRIGHTVIEW LANDSCAPE SERVICES, INC.

| | | |
|-----|--|------------------------|
| nn. | 15 Gallon Tree – Standard Trunk | \$ <u>135.00</u> /each |
| oo. | 15 Gallon Tree – Multi Trunk | \$ <u>140.00</u> /each |
| pp. | 24 Gallon Standard Trunk | \$ <u>205.00</u> /each |
| qq. | Supervisor day to day operations | \$ <u>65.00</u> /hour |
| rr. | Maintenance Worker | \$ <u>40.00</u> /hour |
| ss. | irrigation specialist | \$ <u>50.00</u> /hour |
| tt. | Pesticide Operator | \$ <u>50.00</u> /hour |
| uu. | General Labor | \$ <u>40.00</u> /hour |
| vv. | Equipment Operator (mower, Tractor, Dump Truck etc.) | \$ <u>55.00</u> /hour |

All installed irrigation and plant material shall have a one (1) year guarantee for replacement.

BrightView Landscape Services, INC

 Company Name

Scott Godfrey

 Witness Name



 Signature

3/04/2021

 Date

2064 Eastman Ave. Unit 104
 [Company] Address

Ventura
 City

California
 State

93003
 Zip Code

December 4, 2020

Bob Cerasuolo
Parks Services Manager
Pleasant Valley Recreation & Park District
1605E. Burnley St
Camarillo, CA 93010

Dear Mr. Cerasuolo,

Over the last eleven years we have come to think of ourselves as a part of the community and would be honored to continue service the community of Camarillo and Pleasant Valley Recreation District. We believe that there are many mutual benefits of continuing to work together by awarding BrightView the contract renewal. To show our continued partnership we have held our pricing steady despite the ever growing cost of doing business as well as have built in additional benefits to the community as part of the value proposition. We also understand the park will continue have limited usage at least through the Spring of 2021 due the continued effects of COVID, therefore we have decided to lower our first year pricing to reflect that limited usage by 15% compared to years two and three of the proposed contract.

Below I have laid out why we believe the District would be benefit by continuing our relationship, from both a service and financial standpoint.

- 1. A True Partner that you can rely on:** An important part of maintaining a beautiful landscape is having a Landscape Maintenance Team that proactively communicates with you to meet and exceed all of your landscaping goals. Over the last 11 years we have proven that the District Staff can trust our team to deliver great customer service. We have the industry leading tools to help us do so. By using our Quality Site Assessment tool we are able to communicate our current priorities and keep you informed.
- 2. Local presence:** With senior leadership living within the community, our yard located less than 15 minutes away and offices in Newbury Park and Ventura, we can ensure you that we will make it a priority to respond, address, and propose solutions at a moment's notice. Most importantly, we have the crews and resources available to help you during any times of emergency. This includes our maintenance crew as well as our Tree Care and Construction crews.
- 3. History on site and with the community:** With our team's history and working knowledge of the Park's landscape and seasonal need, this eliminates any ramp up period or interruptions in service from changing service providers. This knowledge is extremely important when it comes to the irrigation and especially the mainline/ pump system. Our team has the knowledge to quickly find, address and solve any issue that should arise. All this history will limit the amount of time the Park staff would need to dedicate to overseeing a new contractor allowing you to focus on other priorities. We believe our team has the working knowledge and skill to continue to improve the overall quality and appearance of the community.

4. **Change in Scope of work:** As the fields and surrounding landscape continues to mature their needs continue to change, over time BrightView has been proud to flexibly and continue to partner with the community. This has included the addition of janitorial services during the week and coverage for tournament weekends. We would also be like to include 8 crew days of tree care services to prune the trees throughout the complex. This will help to minimize the amount of tree failures reducing safety hazards to the general public.
5. **Willingness to continue our partnership** As a partner and community member we are willing to invest back into the field by bringing in a sports turf consultant on an annual basis to provide recommendations on how to improve the playing surface prior to the sanding and over-seeding to ensure we are providing the best playing surface around. Lastly we want to show to dedication to the community by committing to donate up to \$1,000 annually to help sponsor community events held to the Village at the Park fields
6. **Depth of knowledge and experience:** BrightView brings a wealth of not only local experience to the fields, we also regional resources that are unmatched in the industry. Our west coast agronomist Dr. John Law has been integral in developing and always improving our agronomic plans throughout the years. We also have professional turf care specialist Murray Cook who is an expert in the field of turf care and is readily available to provide specific recommendations to improve the quality of the playing surface.

In summary, there are many benefits to continuing our partnership and we would be extremely proud to continue to service the Pleasant Valley Sports Fields.

Again, thank you for the business and partnership and we look forward to your consideration and response.

Sincerely,

Scott Godfrey

Vice President/General Manager



x
Scott Godfrey
Vice President/General Manager

Lazaro Ramos

Branch Manager

PLEASANT VALLEY RECREATION AND PARK DISTRICT
REQUEST FOR PROPOSALS
FOR
LANDSCAPE MAINTENANCE AND JANITORIAL SERVICES
FOR PLEASANT VALLEY FIELDS SPORTS COMPLEX
SPECIFICATION NO. 21-01



RFP RELEASE DATE:

OCTOBER 8, 2020

PROPOSALS DUE:

Friday, December 4, 2020

By 10:00 A.M.

DELIVER PROPOSALS TO:

Administrative Office

Pleasant Valley Recreation & Park District

1605 E. Burnley Street, Camarillo, CA 93010

Phone: (805) 482-1996

PLEASANT VALLEY RECREATION & PARK DISTRICT

NOTICE INVITING PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES
AT PLEASANT VALLEY FIELDS

1.1 ANNOUNCEMENT

The Pleasant Valley Recreation and Park District (District) is soliciting proposals from qualified firms to provide all labor, services, materials, equipment, and to perform work for weekly landscape maintenance and janitorial services for Pleasant Valley Fields Sports Complex per the attached Proposal Terms and Conditions and Specifications.

1.2 PROCEDURES INVITING PROPOSALS

Submitted proposals shall comply with the procedures set forth in the **GENERAL REQUIREMENTS** of these documents.

The RFP documents may be obtained from the District's Administrative office located at 1605 E. Burnley St, Camarillo, California, (805) 482-1996, for a copy fee of \$.25 per page or on the District website for free at: www.pvrpd.org.

INSTRUCTIONS TO BIDDERS:

1. **SEALED** bids, addressed to District Pleasant Valley Recreation and Park District –1605 E. Burnley St. Camarillo California 93010, Attention: Bob Cerasuolo, Park Services Manager must be received at the above address no later than December 4, 2020 10:00 a.m. for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary for park maintenance at the specifications and standards in these bid documents.
 - Bids shall be submitted in sealed envelopes using the Proposal form furnished with this bid document.
 - Sealed envelopes shall be clearly marked on the outside as follows: **2021-2024 PV Fields Park Maintenance Bid** with the name of the submitting Vendor in the upper left-hand corner of the envelope.

 2. **Addendum.** All questions must be emailed only and must be received by November 18, 2020, at 5:00 p.m. Only answers issued by Addenda will be binding. All addenda will be published / posted on the District Pleasant Valley Recreation and Parks website <https://www.pvrpd.org/>
- 1
- Pleasant Valley Recreation & Park District – Request for Proposals
Landscape Maintenance Services at Pleasant Valley Fields—Spec. 21-01

3. Addenda to the specifications shall be considered part of the contract documents. Bidder shall acknowledge receipt of addenda on the Bid Proposal Form. Oral and other interpretations or clarifications will be without legal effect.
4. The District also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the work and to negotiate contract terms with the successful bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the bid, the District reserves the right to consider the most advantageous bid thereof or to reject the bid.
5. The Contractor's bid shall include the sum total of the base bids, individual bid forms and unit prices as outlined in the Bid Tabulation Form.
6. All companies bidding on this project must include the information outlined in the **ITEMS TO BE INCLUDED IN BID SUBMITTAL CHECKLIST** such as performance bond, labor and material bond, statement of qualifications, list of subcontractors, list of equipment, references, list of proposed equipment, licenses, financial statements and other items requested in this bid document.
7. Any resulting contract is subject to Award of Bid and approval by the District Pleasant Valley Recreation and Park District Board of Directors. Contingent on Board approval, the contract period is February 20, 2021 through February 15, 2024. It is expected that Bidders will be notified of bid results within 20 days of bid receipt. Bid price must be valid for ninety (90) days.
8. **ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.**
9. Contractor is required to provide the District a performance bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to the District and are included in the total project cost(s).

10. All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 2% of the total bid amount of the contract, payable to the District, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.

1.3 SUBMISSION OF PROPOSALS

Requirements for the RFP are enclosed. To be considered in the selection process:

- Interested parties shall submit one (1) original and four (4) copies of their proposal no later than **Friday, December 4, 2020 at 10:00 a.m.**
- No late proposals will be accepted.
- Please note that the District offices are closed due to the COVID- 19 virus. The office hours are from 8:00 am to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. Please knock on the door or make an appointment for time delivered and we will stamp them.
- The original proposal shall be submitted in loose leaf format (unbound and unstapled). The four (4) copies of the proposal may be stapled. Proposals shall be submitted in a **SEALED** envelope to:

Pleasant Valley Recreation and Park District
Administrative Office
1605 E Burnley St., Camarillo, CA 93010

- Bids received after the above date and time will not be considered. **Please note that FAXED OR EMAILED RESPONSES WILL NOT BE ACCEPTED.**

1.4 FORM AND STYLE OF PROPOSALS

Proposals must be prepared on the forms provided with the PROPOSAL DOCUMENTS herein and must be in compliance with the GENERAL REQUIREMENTS described herein. Proposers shall not change the wording of the forms except as required by any Addendum issued by the District.

1.5 TERM OF A CONTRACT FOR SERVICES

The term of the contract will be for a three (3) year period from February 15, 2021 to the termination date of February 15, 2024 with the option to renew for up to a maximum of two (2) additional two (2)-year periods for a combined maximum of seven (7) years. The optional renewal shall be at the District's sole discretion. To exercise its extension option,

for the public good. The District also reserves the right to reject the proposal of any Proposer that has been delinquent or unfaithful in any former contract with the District. No Proposer may withdraw its proposal for a period of sixty (60) days after the date from the opening thereof. If the District cancels or revises this RFP all firms invited to participate in the process shall be bound in writing.

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of the Proposal pursuant to this RFP, or to procure or contract for work.

All proposals submitted in response to this RFP become the property of the District and will ultimately become public records available for public review. The District reserves the right to request additional information or clarification during the evaluation process.

1.10 WAGES

Contractor shall ensure that all maintenance and other services provided pursuant to this Agreement are provided in accordance with all applicable laws and regulations relating to the payment of prevailing wages and in accordance with State of California Department of Industrial Relations General Prevailing Wage Determination for Landscape Maintenance [Craft: Landscape Irrigation, Maintenance, and Operations (IOC, 18A, 18C)] for Ventura County. Refer to <https://www.dir.ca.gov/oprl/dorewagedetermination.htm> for detailed information. A copy of the current, General Prevailing Wage Determination for Landscape Maintenance is available at the Camarillo Parks office. Contractor further understands and agrees as follows:

- A. That the statutory provisions for penalties for failure to pay prevailing wages will be enforced (Labor Code §1775.) and the statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced. (Labor Code §1813.)
- B. That Contractor must comply with the statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection. (Labor Code §1776.)
- C. Contractor will comply with the statutory requirements relating to the employment of apprentices. (Labor Code §1777.5.)
- D. Eight hours' labor constitutes a legal day's work as described in Labor Code §1810.

- E. Contractor must secure the payment of workers' compensation to its employees as provided in Labor Code §1860 and §3700. In addition, the Contractor must sign and file a statutorily prescribed statement acknowledging its obligation to secure the payment of workers' compensation to its employees before beginning work. (Labor Code §1861.)
- F. Contractor acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations, determine that Contractor has failed to pay the general prevailing wage rates of per diem wages and/or overtime and holiday wages required for any of the work provided hereunder, Contractor shall indemnify, defend, and hold the District harmless from any such determinations, or actions (whether legal, equitable or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of prevailing wage law.

1.11 MANDATORY JOB WALK

There will be a mandatory job walk with the Park Services Manager and/or Designee on **Thursday October 29, 2020 at Pleasant Valley Fields Sports Complex** located at 200 Westpark Court, Camarillo, California 93012. All contractors shall meet promptly at **9:30 am** at the parking lot located at the western end of the park.

Proposers must participate in the walk-through inspection and familiarize themselves with any conditions that may affect performance and proposal prices. Any proposal received from a contractor that did not attend this walk-through meeting will be considered non-responsive and rejected.

1.12 SPECIAL REQUIREMENTS FOR WORK ON SCHOOL PREMISES

None. This project does not involve work on school premises.

1.13 CONTRACTOR'S EXAMINATION OF SITE

Each contractor shall carefully examine each site of the proposed work and the contract documents herein. It will be assumed that the contractor has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract and specifications.

1.14 EXECUTION OF CONTRACT; SUFFICIENCY OF INSURER AND SURETIES

The contractor to whom award is made shall execute a written contract with the District on the form agreement provided below and shall provide proof of all insurance and bonds as herein provided within fifteen (15) days from the date of written notice of the award.

All insurers and sureties must be rated A or better according to the most recent A.M. Best Co. Rating Guide. The selected contractor shall deliver, concurrently with execution of the agreement and delivery of said payment bond and performance bond, to the District the following documents:

(a) A copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California;

or

(b) A certificate from the Clerk of the County of Ventura that the "Certificate of Authority" of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the "Certificate of Authority" of the Insurer or Surety has been suspended, that renewed authority has been granted.

Failure of contractor to deliver these documents by the time of execution of the agreement shall require the District to refrain from entering the agreement, as contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the District, as required by the provisions of the *Bond and Undertaking Law, Code of Civil Procedure 995.660*. Upon receipt of any bonds, the District shall contact the bond company to verify the bond's validity.

1.15 EMERGENCY INFORMATION

The names and telephone numbers of the contractor and its representatives shall be filed with the Department of Parks prior to beginning work to ensure contractor availability and response as required for emergency landscape repairs or remediation.

1.16 OTHER PERMITS, FEES, AND LICENSES

The Contractor shall, prior to the start of work, possess a valid City of Camarillo business license, A D.I.R number, State of California C-27 landscape Contractor's license and a pesticide applicators/operators' certificate for the duration of the contract.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
LANDSCAPE MAINTENANCE SERVICES at PLEASANT VALLEY FIELDS**

GENERAL REQUIREMENTS

Each proposer is instructed to carefully examine all of the Proposal Documents which will form a part of the agreement; namely, the Request for Proposals, including these General Requirements, the Contract Services Agreement and all revisions or addenda setting forth any modifications or interpretations of any of said documents.

1. Each proposer is required to become familiar with the Scope of Services, Technical Provisions and General Requirements of the services to be performed pursuant to the Contract Services Agreement. The District will assume that each proposer has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed, all work sites, and the materials and equipment to be furnished.

2. The undersigned fully understands the Scope of Services attached to the Contract Services Agreement and has checked carefully all words and figures inserted in his/her Proposal Documents and he/she further understands that the District will in no way be responsible for any errors or omissions in the preparation of the proposal.

3. Proposals shall be made on the forms (Proposal Documents) provided by the District. Each proposal shall be signed by an authorized representative of the proposer and shall guarantee compliance with all contract documents or, in the alternative, list any exceptions taken to the contract documents.

4. Complete proposals must be submitted to the District's Office located at 1605 B Burnley Street, Camarillo, California 93010 on or before the date and time specified in the Request for Proposals.

5. The fee proposal shall be submitted in a separate, sealed envelope.

6. Proposals shall include a list of cities, counties, or other public agencies for which the proposer has provided landscape maintenance services during the past five (5) years. Said list shall include the current name and telephone number of the proposer's contact person.

***NOTE:** A proposer must have a current (within past two (2) years) landscape maintenance service contract with a municipality or special park district or equivalent

size and equivalent landscape services *INCLUDING* specialized sports turf maintenance, and/or golf course maintenance to be deemed a qualified company.

7. Proposals shall include a list of ALL equipment that will be used for landscape maintenance used exclusively at Pleasant Valley Fields.

***NOTE: ALL TURF MOWERS ARE TO REMAIN AT PLEASANT VALLEY FIELDS.** The District will provide an area for staging equipment and vehicles used to perform all services required under the Agreement.

8. Proposals will be evaluated based on:
- a. Qualifications of the Proposer
 - b. References
 - c. Proposed Fee - The District need not select the lowest cost proposal but may choose according to what is in the best interest of the District. Awards shall be made to the lowest responsive and responsible proposer whose proposal is determined to be the most advantageous to the District.
 - d. Completeness of the proposal and compliance with the required format.
 - e. Understanding of general park procedures and requirements as per the Public Contract Code, and any additional procedures explained during the Mandatory Job Walk.
 - f. Experience in landscape servicers for similar sized projects.
 - g. Experience and qualifications of the proposer, its work force members and stability of the firm.
9. Upon receipt of the submittals, the District may select the most qualified proposer in a "one- step" process or may conduct interview(s) with some of the proposers. The proposed fee shall be submitted under separate, sealed cover. The District may/will negotiate a final scope and fee with the most qualified contractor as determined by District staff in its sole discretion.
10. Upon completion of the evaluation and selection process, the District's Park Services Manager or designee will make a recommendation to the District Board of Directors regarding the award of the contract.
11. The District is not obligated to award a contract and reserves the right to reject all proposals.
12. Following the award of the contract, a Landscape Maintenance Services Agreement, substantially in the form attached hereto, shall be executed by and between the selected contractor and the District. Each proposer must review the attached Agreement carefully

as it contains many details and requirements not set forth in these General Requirements or elsewhere.

13. The undersigned shall execute the Landscape Maintenance Services Agreement and furnish the certificates of insurance after notice of acceptance of the proposal by the District and prior to commencing services.
14. The contract shall commence February 15, 2021 and end on February 15, 2024 with annual renewal options as described above.
15. The District desires a fair, equitable, competitive, and timely contract award. Therefore, from the time the District issues the Request for Proposals and until the District Board receives District Staff's recommendation for contract award, all contact with the District shall be through:

Bob Cerasuolo
Park Services Manager
Pleasant Valley Recreation and Park District
1605 E. Burnley St. Camarillo, CA 93010 Telephone: (805) 482-1996 ext. 301
bobc@pvrrpd.org

During this period of restricted contact any attempt by a proposing contractor, its representative or agent to contact, lobby or make a representation to a member of the District Board, or any other official, employee, or agent of the District, other than the designated District contact, will be grounds for disqualification. It is the responsibility of each proposer to make its own estimates prior to submitting its proposal and to base its proposal cost on its own estimates or assessments. Each proposer shall carefully examine the facilities of the proposed maintenance work. The submission of a proposal shall be prima facie evidence that the proposer has investigated and is satisfied that it understands the conditions to be encountered.

All proposals shall include the following executed documents, signed by people authorized to bind the proposer, to be submitted with each written proposal:

1. General Requirements (signed)
2. Already have a D.I.R (Department of Industrial Relations) number
3. Proposal and Proposer's Certification(s)
4. List of Qualifications (References' List)
5. List of Equipment
6. Statement of Transition Plan

7. Faithful Performance Bond (see Bonding Requirements in Notice of Invitation of Proposals)
8. Labor and Material Bond
9. Financial Information
10. List of Subcontractors
11. Schedule of Holidays off

We have read and understand the General Requirements of the Pleasant Valley Recreation and Park District's Request for Proposal for Landscape Maintenance Services.

SIGNATURE:  Electronic Signatures Acceptable

DATE: 12/03/2020

NAME (PRINT): Scott Godfrey

TITLE: Vice President and General Manager.

COMPANY: BrightView Landscape Services.

COMPANY ADDRESS: 2064 Eastman Ave. Unit 104, Ventura, CA 93003.

DIR #: 561730.

CONTACT PERSON: Lazaro Ramos.

PHONE NUMBER: 805-585-9026.

EMAIL: Lazaro.ramos@BrightView.com.

(CHECKLIST ON NEXT PAGE)

PROPOSER'S CHECKLIST

These items are to be turned in with your sealed bid or proposal.

| | |
|---|---|
| General Requirements - <i>Signed</i> _____ | 8 |
| D.I.R. (Department of Industrial Relations) BV - Number 1000005364 | ✓ |
| Proposal & Bid Tabulation Forms (Exhibit B) | ✓ |
| List of Qualifications Form (Exhibit C) | ✓ |
| List of Equipment Form (Exhibit D) | ✓ |
| Statement of Transition Plan (Exhibit E) | ✓ |
| Faithful Performance Bond (Exhibit F) | ✓ |
| Labor & Material Bond (Exhibit G) | ✓ |
| Financial Information (Exhibit I) | ✓ |
| List of Subcontractors – <i>if needed</i> (Exhibit J) | ✓ |
| Schedule of Holidays Off (format of your preference is acceptable) | ✓ |

Please ensure any additional pages are attached to the appropriate exhibit form and/or sufficiently labeled with the appropriate subject of the page(s).

EXHIBIT "A"

SCOPE OF WORK AND TECHNICAL PROVISIONS FOR PROPOSAL FOR LANDSCAPE MAINTENANCE SERVICES

The Landscape Maintenance Services contract will include services based on the outlined maintenance standards and specifications for a term of 36 months beginning on February 15, 2021 and ending February 15, 2024.

The undersigned hereby submits this Proposal for Landscape Maintenance Services and stipulates thereto as follows:

1.1 FAMILIARITY WITH AGREEMENT REQUIREMENTS

The undersigned declares that he/she has carefully examined the location of the proposed services and Scope of Services, that he/she has examined the General Requirements and [Sample] Contract Services Agreement of the Pleasant Valley Recreation and Park District and all related documents.

1.2 BASIC CONTRACT

The undersigned hereby proposes to furnish all labor, equipment, tools, and materials to do all work necessary to complete the landscape maintenance services in accordance with the Landscape Maintenance Agreement as shown in the Contract Services Agreement. The following are monthly amounts and are to be paid to the proposer in equal monthly payments.

SCOPE OF WORK

2.1 Contractor shall provide at his own cost and risk All labor, equipment, materials, supplies, tools, and transportation including but not limited to:

- Hauling
- Dumping
- Fertilizers
- Insecticides
- Brick Dust
- Chemicals
- Mulch
- Seed
- Chalk
- Cleaning the restrooms Seven (7) days a week.
- Wood Chips
- Decomposed Granite
- Irrigation Controller Batteries
- Herbicides
- And all other labor, equipment, materials, supplies, tools, and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these contract documents.

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Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance Services at
Pleasant Valley Fields—Spec. 21-01

2.2 Contractor shall perform all work necessary to complete the contract in a manner acceptable to the District. The areas to be maintained shall include but are not limited to the areas listed below:

- **Turf Management:** routine mowing, trimming, fertilization, watering, weed abatement.
- **Hardscape Management:** routine sweeping, litter and trash removal, and pressure washing, catch basins, storm drains, swale, driveway/aprons, sidewalk.
- **Shrub/Pruning & Groundcover areas:** routine weeding, cultivation, fertilization, weed abatement, and pruning.
- **Tree Care:** lifting limbs, grid pruning, removal.
- **Irrigation – Operation, Programming and Maintenance;** includes parts and labor for daily irrigation and repairs.
- **Ball-diamond Maintenance:** off season maintenance, pre-season rehabilitation, sports period maintenance.
- **Building/Restrooms:**
 - DAILY janitorial cleaning before 8:00 am at all three (3) restrooms.
 - Cleaning toilets/urinals and sinks, routine trash removal including trash bags, stocking supplies washing out 7 times weekly.
 - Toilet paper and hand soap will be provided by the owner for contractor to install.
- **Park Amenities:** trash receptacles, bollards, benches, drinking fountains, tables.

2.3 MATERIALS, EQUIPMENT AND SUPPLIES TO BE PROVIDED BY CONTRACTOR

Contractor, at its own cost and expense, shall furnish all necessary manpower, equipment, supplies, materials of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of maintenance. The District shall have the right to specify the type, quality, and manufacturer of supplies and materials used in maintenance of the park's facilities.

These supplies and materials shall include, but are not limited to:

- (a) All necessary top dressing, mulch, seed, water surfactants and humectants, fertilizers, herbicides, fungicides, herbicides, brick dust, wood chips, decomposed granite, chemicals, amendments, tree stakes, restroom stock, fasteners, rodent control devices, et cetera.
- (b) All parts necessary for the repair and proper maintenance of all irrigation systems.
- (c) All trash bags, (routine trash removal including trash bags and all

cleaning materials used for cleaning of the restrooms,) Toilet paper and hand soap will be provided by the owner for contractor to install

TECHNICAL PROVISIONS—PARKS MAINTENANCE

SPECIFICATIONS

The desire and intent of the District is to maintain the landscaping and grounds maintenance for parks and facilities to achieve world-class conditions with little to no frustration on the part of the District or its residents.

The selected contractor will provide **MONTHLY REPORTS** documenting how the execution of the standards are being maintained at this level. To achieve this objective, the District submits these qualifying factors, inspection procedures, responsibilities/liabilities, and industry performance standards.

3.1 GENERAL STANDARDS AND PROCEDURES

- A. Contract payment will be **MONTHLY**, based on a detailed invoice provided to the District from the selected Contractor and submission of the required Monthly Report. The billing of services is on a per unit or per month price which are submitted as a total monthly price. Some services such as wasp/hornet treatment are not detailed and are included in the overall/total cost of the agreement.
- B. Work shall be conducted between 7:00 a.m. and 6:00 p.m., Monday through Sunday, with the exceptions of Tournaments and Special Events. On occasion the District may direct workflow or projects to be performed as to not to interfere with park and facility activities.
- C. Additions to the Contract, i.e. amenities are based on unit prices as agreed upon in the bid (refer to Supplemental Unit Price Form), the District will request a proposal for additional services and will add it to the contract, at their discretion.
- D. **Any measurements contained herein should only be used as an estimate.** Contractor is responsible for accurate measurement of the park, turf areas, landscape beds, volume of mulch etc. All potential bidders should examine areas included in this bid to ensure accurate measurements and price quotes.
- E. Contractor must ensure adherence to all Federal, State, and Local laws and regulations.
- F. Contractor will be required to provide proper and verifiable insurance in the amounts identified in the bid packet.
- G. Proper and verifiable licenses to include, but are not limited to:
 - i. State of California Licensed Pesticide Applicator
 - ii. State of California Licensed Arborist
 - iii. Reclaimed Water Training

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Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance Services at Pleasant Valley Fields—Spec. 21-01

- iv. Licenses shall be provided with the contract and not later than 10 days after an employee change has been made.

Copies of the certifications should be included in the bid submittal as supplemental information.

3.2 PARKS AND FACILITIES MAINTENANCE SCHEDULE

- A. Unless otherwise specified, Contractor shall provide a schedule for recurring (daily, weekly, monthly) grounds maintenance (mowing, trash, etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.
- B. For non-recurring (quarterly, bi-annually, annually, irregular schedule, as needed) grounds maintenance (fence cleaning, sign cleaning, etc.), Contractor shall submit a monthly work schedule that outlines work for the upcoming month no later than one-week prior the start of the month.
- C. Any variations to the schedule may arise due to the following issues:
 - i. Inclement weather conditions.
 - ii. Emergencies as designated by the District.
 - iii. Maintenance activities/noise may cause disruption
- D. If a variation to the schedule prevents work to be carried out, Contractor will be required to notify the District. The Contractor will be required to resume work as soon as possible in accordance with the annual schedule and contract specifications.
- E. Contractor will be provided various schedules maintained by the District as pavilion and sport fields' reservation schedules and program and special event schedules in order to schedule maintenance accordingly.

3.3 PARKS AND FACILITIES INSPECTIONS AND REPORTS

The Contractor is to provide inspections and reports as indicated below. Inspections and reports are to be done by a competent and seasoned professional.

Inspection procedures:

- A. Daily reports (email and/or phone) are provided to the District when the Contractor becomes aware of acts of vandalism, safety issues, irrigation issues, etc. The primary point of contact for daily reports is the Parks Maintenance Manager or designee.
- B. Weekly site inspections (52 times a year). The Contractor shall perform weekly site inspections. Reports shall include verification of services performed, conditions of the park (i.e. turf appearance and health) and issues of concern. The Contractor and the District shall mutually agree as to the format of these weekly inspection reports.
- C. Monthly Report (12 times per year). The Contractor shall provide a monthly inspection for the site, which shall include the verification of services performed (time and date), and issues of concern (i.e.

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irrigation issues, basis insects, turf damage, weeds, fungus, disease, vandalism, rodents, safety hazards and Acts of God). Contactor and District shall mutually agree as to the format of these monthly inspection reports. *The monthly invoice shall not be processed without the Monthly Report.*

- D. Additional reports are required to be made by the Contractor as conditions warrant.
- E. The contractor must be able to respond and communicate via electronic mail daily.

3.4 CONTRACTOR RESPONSIBILITIES/LIABILITIES:

- A. Contractor must ensure the public's safety when performing services.
- B. Contractor shall adhere to image standards - meaning each employee on site will be in a uniform (shirt, pants, and cap) and vehicles will be clean and marked with company name.
- C. Contractor shall behave and operate in an environmentally and professionally sound way as to not create damage or cause exposure by virtue of negligence or omission.
- D. Contractor shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person in the vicinity of operations.
- E. Contractor is responsible for repairing damage to the irrigation system caused by Contractor i.e. irrigation boxes being damaged or destroyed by mower blades.
- F. Contractor is responsible for damage to persons and property caused during the performance of contracted work.
- G. Emergency Services: Contractor shall provide the District with the names and telephone numbers of at least two (2) contacts who can be called by District representatives when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Contractor's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The District shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the District of emergency conditions, the Contractor shall arrive to the site and report status within one (1) hour and Contractor shall charge a maximum of one (1) hour personnel response time for any response to an emergency call requiring a representative of Contractor to travel to the District.
- H. All maintenance operations shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid.
- I. No live tree removal (including understory and shrubs in the existing

landscape or the surrounding “natural” area) shall take place without the permission (written or oral) of the District.

- J. Contractors must include a detailed **EQUIPMENT LIST** necessary to complete the work outlined in these specifications and submit with the bid and annual schedule.
- K. Contractor must include an organizational chart that identifies numbers of staff dedicated to this contract and their intended responsibilities.
- L. The Contractor will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, brick, pavers, glass, all weather turf, etc. that is caused by the Contractor's errors or their failure to comply with the requirements of these specifications and will be assessed a fee. Tree and shrub values will be based on District's assessment and/or appraisal in accordance with Council of Tree and Landscape Appraisers or other mutually agreeable source.
- M. Contractor is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying properties and sites within this contract. Contractor is responsible for applying all chemicals in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies are determined by the manufacturer's recommendations. Chemical mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to applicable licensing regulatory body. *These records shall be provided to the District in the monthly reports.*
- N. Contractor is responsible for public notification when pesticides are to be applied 72 hours in advance. Notification as is to include when, what, where, and how much. Verification of completion is to be noted.
- O. A Pollution Prevention Plan shall be developed within the first sixty (60) days of execution of this Agreement to maintain compliance with industry best management practices for pollution prevention.
- P. If through inspection and verification, in the District's opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Contractor without creating a backlog to other maintenance schedule and at the expense of the contractor.
- Q. In the event the contractor fails to accomplish any task under this scope of work, the District will provide reasonable notice to take corrective action. If the Contractor does not perform the service, the District may, at its option, cause the non-performed tasks to be accomplished through another source and deduct the cost of such from the amount normally due to the contractor for that monthly period based on the Unit Prices.
- R. Performance Bonds- Due no later than February 5, for the next contract year (3 bonds total).

3.5 TURF MANAGEMENT

- A. The District utilizes a detailed, proactive approach to turf management. Including but not limited to: soil amendment, fertilization, fertigation, pre and post-emergent herbicides, dethatching, aerating, proper mowing practices, etc.**
- B. All Turf: these areas shall be inspected daily (7 days per week) for holes, wet spots, uneven surfaces, defective sprinklers and other hazards, and any required corrective action taken immediately.**
- C. A soil test will be conducted twice a year around mid-April and mid-October of each contract year.
 - i. The results of the soil test will determine the development of the turf management program and the Turf Action Schedule.**
 - ii. Soil should be tested for, but not limited to, soil PH, NO3-N, Micronutrients, and Texture.****
- D. Contractor shall provide a detailed comprehensive, environmentally sensitive TURF ACTION SCHEDULE using a synthetic and/or organic approach which outlines the application of fertilizer, insecticide, herbicide and disease control programs that maintains turf in a healthy, vigorous, growing condition with no weeds, disease or insect issues to create a dense crop of turf based on the intended use of the park.
 - i. The Turf Action Schedule shall be reviewed and mutually agreed to by the District prior to implementation.**
 - ii. The Turf Action Schedule shall be due to the District no later than one month after the sample was taken of each contract year.**
 - iii. Plan shall outline the chemical type, analysis, timeline for application, and intended application rates.**
 - iv. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.****
- E. There are minimum standards and depending on use, weather, soil conditions additional fertilization may be warranted and shall be included in the base cost of the bid.**
- F. Turf Fertilization: Pleasant Valley Fields Sports Complex primarily uses a liquid fertigation system to distribute fertilizer to the turf. Liquid fertilizer is applied to the turf daily. Application of formulas and rates shall be at a rate corresponding to climate, soil type and conditions, and cultural requirements of the turf species. The contractor is required to provide and deliver a pre-approved liquid fertilizer in advance to the site. The site is equipped with two (2), five hundred (500) gallon fertilizer tanks. The contractor shall maintain an adequate level of material in each tank at all times. The turf may require additional applications of fertilizers and/or additives accomplished using a rotary and/or drop spreader.**

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- G. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape at these facilities.
- H. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
- I. An edger shall be used in all areas where grass and concrete meet to maintain a neat and professional appearance
- J. All turf is to be litter, debris, and hole free. Holes are defined as a depression where a community member may trip and are bare of grass.
- K. Sports Turf (Bermuda) shall be mowed approximately 104 times at a height of (5/8) inches per year (typically twice a week during growing season and one time a week during winter months) At Districts discretion. This mower shall be used only at Pleasant Valley Fields.
- L. Non-Sports Turf areas shall be cut with a reel mower to maintain a consistent year-round height of 2-3" for Tall Fescue. This mower shall be used only at Pleasant Valley Fields.
- M. Alternating mow patterns is a Requirement to reduce "tracking."
- N. The contractor is responsible to ensure a complete thorough removal of all debris and litter at the completion of all mowing occurrences to include clumping or piles of grass.
- O. Top Dressing shall be applied once per year with a mixture of 80% screened sand and 20% organic matter applied at a 1/4 inch deep.
 - i. Cycle 1- November
- P. Core aeration shall occur a minimum of three (3) times per year at a depth of 6" and then mat drag all cores throughout. Knife aeration shall be done eight (8) times a year.
 - i. Core aeration shall occur in the months below
 - 1. Cycle 1- April
 - 2. Cycle 2- June
 - 3. Cycle 3- November
- Q. Aerations are to be serviced with a PTO powered aeration attachment.
- R. Each aeration and top dress service cycle shall not exceed 2 weeks in total.
- S. Renovation: post-soccer season top dressing shall occur one (1) time per year on a schedule approved in advance by the Parks Services Manager. Topdressing material and rates shall be per agronomic recommendations consistent with soils analysis. Additionally, Turf renovation shall be performed on a spot basis as needed to eliminate excessive thatching or to rehabilitate worn areas.

- T. Thatch Removal: The Contractor shall be responsible for the removal and disposal of thatch build-up in the sod layer one (1) time per year. The Park Services Manager shall be notified with a written schedule one month prior to the date of thatch removal commencement. Thatch removal shall be performed with a power driven thatching/vert-cutting device. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. Over seeding and topdressing shall be required at the Contractor's expense where thinning of sod has occurred. The Parks Services Manager shall determine the top-dressing and seed application rate.

3.6 HARDSCAPE MANAGEMENT

(routine sweeping, litter and trash removal, and pressure washing)

- A. Cracks in Hardscape areas – apply herbicide as needed to control weeds in hardscaped areas, i.e. interior pathways of parks, parking lots, snack bar courtyard.
- B. Decomposed Granite- apply Herbicide to ensure a weed free decomposed granite area (paths, trails, etc.).
- C. Wasp/Hornet Control– shall occur as needed on and around the exterior of park buildings and restrooms to control wasp/hornets. Raid Wasp and Hornet Spray or an approved equal shall be used. Wasp control is an included cost and is not detailed out in the Individual Park Pricing Forms.
- D. Blowing- Removal of debris by blowing from parking lots, internal park pathways, play structures, and other hardscapes (parking areas and walkways) and softscape areas (i.e. decomposed granite)
- E. Unless identified otherwise below will occur fifty-two times (52) per year weekly.
- F. Playgrounds Safety Fall Surfacing- Maintain a level, debris free and safe play areas by way of raking, removing litter, spot treating weeds/grasses under swing sets, play equipment and general play area 104 times per year-two times per week (Monday, Friday).

3.7 INSECTICIDE SPECIFICATIONS

- A. The insecticide program shall maintain turf free of insects which includes, but not limited to, mole crickets, army worms, sod web worms, fire ants, cutter ants, grubs, chinch bugs and other invasive damaging insects year-round.
- B. The Turf Action Schedule should figure in Preventative applications as well as reactive applications. Insecticides will be figured into the base bid.

3.8 HERBICIDE SPECIFICATIONS

- A. The herbicide program shall maintain weed free which includes, but not

limited to, other invasive crop damaging weeds.

- B. The re-entry restriction or time interval is 24 hours from time of application for all herbicides.
- C. A Pre- Emergent herbicide shall be applied a minimum of two (2) times per year according to the label, however the first application shall be made no later than March 15 of each contract year.
- D. Post emergent applications should be proactive based on weekly inspection findings, preferably contractor would have an in-house applicator rather than subcontracting this service.
- E. Herbicide cost should be figured into the base bid.
- F. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.

3.9 DISEASE CONTROL SPECIFICATIONS

- A. The disease control program shall maintain turf that is free of diseases which includes, but is not limited to, Poa, Horseweed, Crabgrass, Pythium fungus, root fungus and other crop damaging diseases. Preventative applications as well as reactive applications should be included in the base bid.

3.10 PARK PROCEDURES

- A. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape at these facilities.
- B. All turf is to be litter, debris, and hole free. Holes are defined as a depression where a community member may trip and are bare of grass.
- C. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
- D. An edger shall be used in all areas where grass and concrete meet to maintain a neat and professional appearance
- E. Any clumping or piles of grass is to be raked, mulched, or removed in order to keep a clean, green, and safe appearance. The contractor is responsible to ensure a complete thorough removal of all debris and litter at the completion of all mowing occurrences.

3.11 PRUNING

- A. Pruning of non-native, indigenous species shall create a uniformly dense plant. Selectively thin and tip back annually. Prune to enhance natural branching effect of plants. Do not change shape of shrubs by pruning.
- B. Only experienced personnel with proper abilities shall do pruning.

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Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance Services at Pleasant Valley Fields—Spec. 21-01

Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the park.

- C. Contractor shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. ~~All suckers and undesired growth shall be removed immediately.~~ Tree and shrub branches should be pruned a minimum of 3' from all structures, buildings, light poles, AC units, fences, walkways, etc.
- D. Tree and shrub branches should be pruned and maintained a minimum of 3' from all structures, buildings, light poles, fences, AC units, walkways, etc.
- E. Broken or hanging limbs greater than 7' feet or will impede pedestrian/vehicle passage shall be removed immediately.
- F. Pruning of formal shrub planting is minimal and shall be completed on as needed to result in a smooth, manicured appearance, at no additional cost.
- G. Low branches and sucker sprouts are to be removed as necessary throughout the year.
- H. Small or young trees are to be pruned (trained) during the fall and winter season.
- I. "Natural" areas are to remain in their natural native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lot, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities
- J. Tree stakes will be maintained to achieve their intended purpose. Stakes shall be removed one year after the installation of a tree or shrubs, even if the tree/shrub was installed by another contractor.
- K. All debris from pruning shall be removed from the site and disposed of at the contractor's cost.

3.12 MULCHING

- A. Non-colored Native Hardwood Mulch, at least double ground and aged, shall be applied at rate of 3" depth at all landscaped beds and other areas as required. Natural areas are not to be mulched.
- B. Mulch shall be installed 4 inches to 6 inches away from on root flare or root collar of tree. "Volcano" mulch rings are not acceptable.
- C. Mulch shall NOT be installed within 12 inches of any building.

3.13 LANDSCAPED BEDS

- A. All landscape beds shall remain free of litter, debris, and *weeds*. *Weeds*

sprayed with herbicide must be manually removed after brown out. All Landscape beds at the facility shall be hand weeded on a monthly basis (12 times per year)

- B. "Natural" areas are to remain in their natural native conditions with the exception the removal of dead wood.
- C. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis at Pleasant Valley Fields facilities to achieve a smooth, manicured appearance within established boundaries. Any necessary restructuring shall be reviewed and mutually approved by the by the District and the contractor. Only experienced personnel with proper abilities shall do trimming/deadheading. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed. Excess horizontal growth shall be pruned at a minimum of 14" from building foundations.
- D. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty at Pleasant Valley Fields. This means to prune color after color fades.

3.14 IRRIGATION

- A. A licensed irrigator(s) shall provide inspections to the irrigation systems.
- B. Sprinkler heads, spray patterns, and controllers shall be inspected on a weekly basis during the irrigation season. Adjustments to heads shall be made at no additional cost to the District. Weekly inspections reports shall be submitted with the monthly invoice.
- C. Breaks, leaks, and malfunctions of unknown and uncontrollable sources will be repaired by the contractor. Missing or damaged valve box lid replacements are to be replaced by the contractor as a high priority due to safety issues.
- D. Cost for material, supplies and equipment for repairs will be billed at cost plus an additional mark-up percentage as identified in the bid tabulation. A verification of cost of materials (wholesale price) shall be provided for any and all materials, supplies and equipment.
- E. Vandalism or accidental damage not caused by the Contractor shall be reported immediately to the District. Upon approval of the District, Contractor shall provide the labor and materials necessary to repair the damage at an additional expense to the District.
- F. All irrigation repairs will be made with Rainbird and Hunter products (or an approved equal).
- G. Emergency calls regarding broken or malfunctioning sprinkler heads, lines or controllers shall be answered immediately by the Contractor if a condition exists in which water is running freely or in which the District

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requests immediate attention for safety reasons.

- H. Contractor shall notify the District of system malfunction via email or phone call within 24 hours of the problem.
- ~~I. Contractor shall assist the District with as needed system shutdowns due to random events, natural disasters, or related events. This service is included in overall contract price~~
- J. Contractor will be responsible for the programming, maintenance, and repairs on the specific irrigation zones and programs per applicable facility and park. Irrigation controllers will be shared with the Sports field Mowing Contractor. Ownership of Repairs to the Controller will be at the discretion of the District.

3.15 JANITORIAL SERVICES

- A. Restrooms to be cleaned daily.
- B. All surfaces in restrooms to be disinfected and wiped down daily.
- C. Floors to be mopped with disinfectant daily.
- D. Paper products and soap to be stocked as needed.
- E. Walls to be wiped down and disinfected as needed
- F. Graffiti and vandalism to be reported to the District immediately.

3.16 TRASH/LITTER REMOVAL

- A. Pleasant Valley Fields-Trash/Litter removal shall occur on Friday, Saturday, Sunday and Monday, two hundred and eight (208) times per year prior to 9:30 am except on Tournament weekends when trash will be emptied on a as needed basis
- B. Contractor shall assure a complete and thorough removal of all trash, debris, and litter. Trash/Litter removal includes, but is not limited to, the removal of all visible trash from park areas and emptying park trash cans. Micro Litter detail (i.e. cigarette butts, bottle caps, bits of paper) should be performed once weekly (52) times per year on Fridays
- C. All trash/litter shall be removed and placed in the provided dumpsters on site at the District expense.

3.17 EMERGENCY CONTACT

- A. The Contractor shall respond to emergency or complaint calls regarding conditions in landscaped areas, fallen trees or branches, or shrubs or trees that obstruct the driveways and/or pathways, and shall correct the problem or place warning signs and advise the District of the need for major work to be performed at no extra charge. The Contractor will also provide assistance and support in time of large (i.e. earthquakes, floods, fires, etc. natural disasters to help with removal and clean-up at additional charges based on the unit prices.

3.18 ADDITIONAL SERVICES:

This work is to be completed in addition to the contract at the discretion of the District, on an as needed basis, based on The Supplemental Unit Cost Form.

- A. Trash Removal-Contractor shall assure a complete and thorough removal of all trash, debris and litter as identified in the Trash Removal standard all trash/litter shall be removed and placed in the provided dumpsters.
- B. Tractor with Operator- Contractor shall provide a tractor (45 to 85 horsepower) with shovel/forks or other attachments that has Turf Tires mounted on it for a per hour basis.
- C. Top Dressing- Contractor shall provide a per 1,000 square foot cost of 80% screened sand with a 20% organic matter applied at a 1/4 inch deep
- D. Stump Grinding- Contractor will provide a price to grind a stump (all sizes) to 5" below grade.
- E. Tree Removal- Contractor will provide a price for the removal and legal disposal of trees 6 inch-15-inch diameter at breast height (DBH), 16 inch-22-inch DBH and 23-inch DBH via mechanical or non-mechanical means. Trees shall be removed to a height of 3" above grade.
- F. Irrigation Labor- The provision of an individual to make irrigation repairs on a per hour basis.
- G. 1-person and 2-person Crew Rate- The provision of a 2 or 3-person crew to complete park tasks on a per hour basis which is inclusive of truck and equipment- basic hand tools.
- H. Power Washing- Contractor shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Contractor may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect.
- I. Core Aeration- Core aeration to a depth of 6" and then mat drag all cores throughout areas that have been aerated
- J. Mulch- Contractor will provide a per yard price with installation to install non-colored hardwood mulch at rate of 3" depth where specified.
- K. Hybrid Bermuda GN-1 Sod- Contractor will provide a price per 500 square feet of sod installed. Installation includes costs related to site preparation (removal of old sod) and fertilizer.
- L. Hybrid Bermuda GN-1 Sod- Contractor will provide a price per 500 square feet of sod installed. Installation includes costs related to site preparation (removal of old sod) and fertilizer.
- M. Pruning Vegetation and Trees-as identified in the Pruning section on a per hour basis which is inclusive of tools needed to conduct the task.
- N. Reel Mowing- use of at least a 72-inch reel mower and operator, with sharp blades and maintained bed reels on a per square foot per occurrence basis

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- Q. Rotary Mowing- use of at least a 48-inch walk and operator behind rotary mower with sharp blades on a per square foot per occurrence basis
- P. Edging/Line Trimming- use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis per year basis.
- Q. Decomposed Granite Maintenance- Adding decomposed granite areas per the identical standards and specifications on a per square foot per year basis
- R. Stock Vegetation- Contractor will provide a unit price installed and site preparation or the following vegetation. Price identified in the Unit Price Form is for the 2021 contract year. Prices for each subsequent contract year are due to the District no later New price each contract year due on February 15 of prevision contract year and must be approved by the District.

SPECIAL REQUIREMENTS

4.1 DEFICIENCIES:

Notices and penalties for non-performance are set forth as follows:

- A. Deficiency Notice: The Contractor is required to correct deficiencies within five (5) working days after notification by District.
- B. Withholding of Payment: Provided work under the Deficiency Notice has not been completed, payment for addressing the subject deficiency shall be withheld until the deficiency is corrected, without right to retroactive payments. Such costs shall be determined by the District based on a percentage of the item cost per month for the area in question, using the cost for the area as provided by the Contractor on the proposal form.
- C. District's Right to Correct Deficiency: Five (5) working days after issuing a Deficiency Notice to Contractor, District shall re-inspect the noted deficiency to verify whether the deficiency has been corrected to the satisfaction of the District. District may, at its option without further notice to Contractor, correct the noted deficiency and deduct costs incurred by District from Contractor's next contract payment. The cost of re-inspection shall also be deducted from Contractor's next payment.
- D. Description of Deficiencies:
 - a. **Performance deficiency**: Examples include failure to comply with conditions, specifications, reports, schedules and/or directives from Authorized Representatives; failure to adequately remove trash/debris/weeds in a timely manner, apply chemicals, prune, etc. Deduction may be based upon costs provided by the Contractor on the Bid Worksheets submitted at the time of bid or as deemed appropriate by the District's Representative.

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- b. **Failure to comply with minimum District-defined manpower requirements:** Deduction of \$100 per employee per workday.
- c. **Failure to provide adequate equipment in compliance with District specifications and/or as requested by the District's Representative:** May result in a deduction of up to \$250 per instance per workday.
- d. **Failure to protect public health and/or correct safety concerns:** These include, but are not limited to, policing District property for hazards, responding to emergencies, providing adequate traffic control measures (per M.U.T.C.D. Guidelines). May result in a deduction of up to \$250 per occurrence.
- e. **Failure to comply with water restrictions imposed by the Water Authority:** May result in a deduction of up to \$250 per occurrence. Additionally, Contractor shall be responsible for any imposed penalties.
- f. Major irrigation deficiencies shall be repaired within 12 hours and are subject to a deduction up to \$250 per occurrence.

The Contractor's representative shall contact the District on a weekly basis for notification of any special maintenance item(s) requiring correction

4.2 FACILITY OUT OF USE

In the event any park area or District facility is not usable for any reason, including acts of nature or vandalism, the Contract Officer may declare, for the purpose of maintenance, that an emergency condition exists and that the facility is out of use. In such an event, contract services may be suspended on a twenty-four (24) hour notice.

Contractor shall not be compensated for any park area or District facility that is out of use during that period of time that Contractor does not provide any maintenance services. If a portion of any park area or District facility is partially declared out of use, District and Contractor shall negotiate in good faith the cost of providing a modified or reduced maintenance service.

End of Park Maintenance Specifications

(continued)

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Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance Services at Pleasant Valley Fields—Spec. 21-01

SUBMISSION OF BID

Sealed Bids should be submitted by *December 4, 2020 at 10:00 am*

Pleasant Valley Recreation and Park District

Attn.: Bob Cerasuolo, Park Services Manager

1605 E. Burnley St. Camarillo CA 93010

Bids received after the above date and time will not be considered.

Note: Fax or emailed bids will not be accepted

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**Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance Services at
Pleasant Valley Fields—Spec. 21-01**

EXHIBIT "B"

BID TABULATION & PROPOSAL FORMS

The monthly and annual compensation for the initial three years of the contract term will be the rates set forth below which shall not be increased. Should the District exercise its optional extensions, the parties will negotiate any compensation adjustments applicable during such extension term, which must be memorialized in an amendment to this Agreement.

Contractor shall furnish all labor, equipment, tools and materials to do all work necessary or incidental to complete the work in accordance with the Agreement at the following price:

BID TABULATION FORM

| | <u>ITEM COST PER MONTH YEAR ONE</u> | <u>ITEM COST PER MONTH YEAR TWO</u> | <u>ITEM COST PER MONTH YEAR THREE</u> |
|--|---|--|--|
| Park/Facility Landscape Maintenance: | \$171,450.50 | \$207,757.55 | \$213,989.75 |
| Softball Field Set-up/ Drag, Water and Line (based on an average of 26 times a month from Feb-Nov): | \$39,565.50 | \$47,944.05 | \$49,382.25 |
| Janitorial 7 days a week (excluding Holidays that the contractor takes off): | \$52,754.00 | \$63,925.40 | \$65,843.00 |
| Annual TOTAL: | \$263,770.00 | \$319,627.00 | \$329,215 |
| | | | |
| | THREE (3) YEAR COMBINED GRAND TOTAL: | | \$912,612.00 |

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Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance Services
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SUPPLEMENTAL UNIT PRICE FORM

| | | |
|-----|--|---|
| a. | Weekend Trash During Soccer Season and Tournaments | \$ 400 /per day |
| b. | Drag, Water and Line softball fields months of Feb-Nov average 26+ - times per month | \$ 125 /per day |
| c. | Janitorial 7 days | \$350 /per day |
| d. | 1 Man Crew Rate | \$ 40 /hour |
| e. | 2 Man Crew Rate | \$ 80 /hour |
| f. | Tractor with Turf Tires and Operator | \$ 290 /hour |
| g. | Tractor Mowing | \$ 82 /acre |
| h. | Topdressing | \$.02 /per 1,000 sq. feet (1/4" thick) |
| i. | Stump Removal | \$ 375 /stump (all sizes) |
| j. | Tree Removal | \$ 480 /tree (6 inch-15-inch DBH) |
| k. | Tree Removal | \$ 960 /tree (16 inch-22-inch DBH) |
| l. | Tree Removal | \$ 1 660 /tree (23-inch DBH) |
| m. | Fertilization Turf areas | \$.02 /1000 sq ft |
| n. | Fertilization Shrub areas | \$.02 /1000 sq ft |
| o. | Ground Cover (planter beds) | \$.02 /1000 sq ft |
| p. | Herbicide pocket Gophers /Ground Squirrels | \$.05 / sq ft |
| q. | Thatch Removal | \$ 900 / per acre |
| r. | Turf Renovation (site prep, seeding and top dressing | \$ 1 050 /per acre |
| s. | Weed Control | \$ 860 /per acre |
| t. | Weed Control | \$ 6.50 /1000 sq ft |
| u. | Core Aeration pto driven /drag the cores | \$ 2.80 /sq ft |
| v. | Solid Tine Aeration using ½ tine | \$ 2.20 /sq ft |
| w. | Reel Mowing | \$ 0.002 / sq ft |
| x. | Rotary Mowing | \$ 0.004 / sq ft |
| y. | Turf Edging and Trimming | \$.05 /linear ft |
| z. | Irrigation Repair | \$ 60 /hour |
| aa. | Irrigation- Furnish and Install 1" brass valve | \$ 402 |
| bb. | Irrigation Valve 1 ½ Brass | \$ 500 |
| cc. | 100' of Trench 18" deep | \$ 380 |
| dd. | Hybrid Bermuda Sod (GN-1) | \$ 835 /per 500 sq. feet |
| ee. | Fescue Sod | \$ 580 /per 500 sq. feet |
| ff. | Pressure Washing | \$.08 /sq ft |
| gg. | Pruning Vegetation and Trees | \$ 48 / \$70 /hour |

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Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance Services
at Pleasant Valley Fields—Spec. 21-01

| | | | |
|-----|--|-----------|-------|
| hh. | 1 Gallon Plant | \$ 12.00 | /each |
| ii. | 5 Gallon Plant | \$ 26.00 | /each |
| jj. | 15 Gallon Plant | \$ 96.00 | /each |
| kk. | Flat of Ground Cover | \$ 32.00 | /each |
| ll. | Flat of Groundcover (Annuals) | \$ 35.00 | /each |
| mm. | Flat of 4" Potted Annuals | \$ 39.00 | /each |
| nn. | 15 Gallon Tree – Standard Trunk | \$ 135.00 | /each |
| oo. | 15 Gallon Tree – Multi Trunk | \$ 140.00 | /each |
| pp. | 24 Gallon Standard Trunk | \$ 205.00 | /each |
| qq. | Supervisor day to day operations | \$ 65.00 | /hour |
| rr. | Maintenance Worker | \$ 40.00 | /hour |
| ss. | Irrigation Specialist | \$ 60.00 | /hour |
| tt. | Pesticide Operator | \$ 50.00 | /hour |
| uu. | General Labor | \$ 40.00 | /hour |
| vv. | Equipment Operator (mower, Tractor, Dump Truck etc.) | \$ 55.00 | /hour |

BrightView Landscape Services

Company Name

Signed

Scott Godfrey

Witness Name

Signature

Date: 12/03/2020

Ventura, CA 93003

City, State, Zip Code

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Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance Services
at Pleasant Valley Fields—Spec. 21-01

BID PROPOSAL

Contractor shall provide all labor, materials, equipment, licensing, and supervision necessary for park maintenance at the standards, specifications and frequencies based in these bid documents. The contract term will be for a total of 36 months starting February 15, 2021 and extending until February 15, 2024, unless terminated for cause or extended per the terms of the contract. Bidders must complete all forms included in these bidding documents.

SUBMITTED TO:

Pleasant Valley Recreation and Park District
 Attention: Bob Cerasuolo Park Services Manager
 1605 E. Burnley St., Camarillo, California 93010

SUBMITTED BY:

BrightView Landscape Services

 (Legal Name of Company, Corporation or Joint Venture)

2064 Eastman Ave Unit 104

Ventura, CA 93003

 (Business Address and Telephone Number)

The undersigned, as bidder, declares that he has carefully examined the bid package in its entirety including addendums and exhibits, and has carefully examined the locations, conditions and classes of materials of the proposed work, and agrees that he will provide all necessary labor, machinery, licenses, tools, materials, supplies, apparatus, services, and other means of work, and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed herein and according to the accompanying bid schedule, which becomes part of this Bid.

Bidder binds himself, on acceptance of his bid, to execute a contract according to the prescribed forms, for performing the said work within the time stated, for the following sum. Please only fill out for the specific projects your firm is bidding:

| | Monthly Cost | Yearly Cost (12 Months) | Contract Cost (36 months) |
|------------------------|---------------------|-------------------------|---------------------------|
| Park Maintenance (1yr) | \$ <u>21,980.83</u> | \$ <u>263,770.00</u> | |
| Park Maintenance (2yr) | \$ <u>26,635.58</u> | \$ <u>319,627.00</u> | |
| Park Maintenance (3yr) | \$ <u>27,434.58</u> | \$ <u>329,215.00</u> | \$ <u>912,612.00</u> |

In the event of a conflict between unit price and item total, unit price will govern.

It is understood and agreed that, if awarded the contract(s), the proposed work shall be started February 15, 2021.

The undersigned certifies that the bid amounts contained in the Bid Proposal have been carefully checked and are submitted as correct and final, and these amounts will remain firm for 60 days following submittal.

Acknowledge Receipt of Addenda below with the date received and initials in the blank provided:

Addendum No. 1 _____
Addendum No. 2 _____
~~Addendum No. 3~~ _____
Addendum No. 4 _____
Addendum No. 5 _____
Addendum No. 6 _____

By: [Signature] (Witness)
Seal (if Bidder is a Corporation)

Signed [Signature]
By: _____
Title: Assistant Secretary
Date: 12/4/20



By: Secretary of Corporation
2700 Laguna Rd # 150 Culver City, CA 91301
City, State, and Zip Code
818-642-9300
Telephone Number

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Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance Services
at Pleasant Valley Fields—Spec. 21-01

EXHIBIT "C"

LIST OF BIDDER'S QUALIFICATIONS (Required with Bid Submittal)

DATE SUBMITTED 12/04/2020

All questions must be answered, and the data given must be clear and comprehensive. *This statement must be notarized.* If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information that is pertinent.

1. Name of Bidder BrightView Landscape Services

2. Permanent main office address 2064 Eastman Ave Unit 104, Ventura, CA 93003

3. If a corporation, where incorporated 980 Jolly Road, Suite 300, Blue Bell, PA 19422

4. How many years have you been engaged in the park and landscape maintenance business? Under what firm or trade names and how long under each?
50 plus year, formally known as ValleyCrest Landscapes Maintenance

5. Are you licensed as a contractor in the State of California? Yes No If "Yes", please provide contractor numbers?
Landscape Services - 266211 and Tree Care Services - 863659

6. Please provide the current number of employees that are classified as full time, part time, seasonal that work for the bidder and identify the number that have the primary function of administrative and production(field) work.
Ventura Branch only - Full time Production - 82 / Full time admin - 9
Greater Ventura Market - Full time Production - 171 / Full time admin - 29

7. Describe the current type of work performed by your firm?
Landscape maintenance, turf care, irrigation management, landscape installation and design, and tree care services

8. Please attach a detailed inventory of current maintenance equipment owned and/or equipment needed to be acquired in the event of award of contract.
- Attached

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Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance Services at Pleasant Valley Fields—Spec. 21-01

9. Has your firm ever failed to complete any work awarded to you?
Yes, No If "Yes", where, and why

10. Has your firm ever defaulted on a contract?
Yes No If "Yes", where, and why

11. List 5 projects of similar size and scope that your firm is currently under contract or has been previously under contract involving landscape, park, or golf-maintenance.

| Firm Name | Contract Value | Contact Information |
|--|----------------|---------------------------------|
| 1. City of Westlake Village- Community Park | \$302,000 | Tim Iverson (818) 706-1613 |
| 2. City of Santa Barbara – various projects | - \$320,000 – | Simon Herrera (805) 897-1930 |
| 3. Santa Barbara County Parks – North/ South | - \$220,000 – | Martin Villescás (805) 896-7003 |
| 4. University Glen -- Common Areas | - \$340,000 – | Jake Friesen -- (805) 702-4038 |
| 5. Amgen – Thousand Oaks Campus | - \$550,000 – | Kimberly Jones – (424) 346-3818 |

12. Are any lawsuits pending against you or your firm currently?

Yes No If "Yes", PROVIDE DETAILS.

13. Have any charges been filed against you or your firm or the bidding entity with the California Office of Contract Compliance, the Equal Opportunity Commission, the State of California Civil Rights Commission, or any other similarly constituted entity charged by any state or local government with the enforcement of anti-discrimination legislation or regulations?

Yes No If "Yes", PROVIDE DETAILS.

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14. Provide bank reference PNC Bank, N.A./ Concentration Acct# XXXXXX8818/
Credit info 888-762-2265

15. What are the limits of your firm's public liability? DETAIL.
All BrightView financials are filed under BrightView Holdings, Inc. which is publicly traded on the NYSE under symbol
BV. Therefore, all financial data is in the SEC filings which are also located on our [https://investor.brightview.com/financials-](https://investor.brightview.com/financials-and-filings/sec-filings/default.aspx)
[and-filings/sec-filings/default.aspx](https://investor.brightview.com/financials-and-filings/sec-filings/default.aspx). The most recent 10K provides financial details. (See attached 10-K to select relevant pages)

16. What is your firm's bond limitations? Aon Risk Insurance Services West, Inc
Aggregate Amount \$750,000,000.00
Single Project \$100,000,000.00
Open Face Value of Current Bonds: \$500,000,000.00

17. Please provide a detailed financial statement for your firm with the bidsubmittal.

BrightView Landscape services is a privately held company that is 100% owned by BrightViewAll
BrightView financials are filed under BrightView Holdings, Inc. which is publicly traded on the NYSE
under symbol BV. Therefore, all financial data is in the SEC filings which are also located on our
INVESTOR WEBSITE. The most recent 10K provides financial details.

18. The undersigned hereby authorizes and requests any person, firm, or corporation to
furnish any information requested by the District in verification of the recitals composing
this Statement of Bidder's Qualifications.

DATED AT Ventura, CA, this 4th day of December 2020.

BrightView Landscape Services
(Name of Bidder)

By: [Signature]
(Signature)

Title: VICM

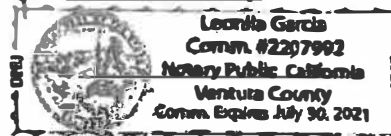
STATE OF CALIFORNIA

COUNTY OF VENTURA

Sworn/Subscribed to before me personally appeared Scott Garcia on this 4th day
of 2020

DECEMBER

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Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance Services at
Pleasant Valley Fields—Spec. 21-01

EXHIBIT "E"
STATEMENT OF TRANSITION PLAN

THIS PAGE TO BE COMPLETED BY PROPOSER AND SUBMITTED TO DISTRICT AS PART OF PROPOSER'S QUOTATION.

BrightView Landscape Services

PROPOSER'S NAME

COMPANY NAME

2064 Eastman Ave, Unit 104,

Ventura, CA 93003

BUSINESS ADDRESS

805-642-9300

BUSINESS TELEPHONE NUMBER

Scott.godfrey@BrightView.com

BUSINESS EMAIL ADDRESS

Proposer shall describe in full their plan for the transition from the existing force and how they intend to operate that transition in a smooth, workmanlike manner. Attach more pages, as necessary.

BV currently has plan in place for the many different activities that are needed in order to maintain the park at its best. Once awarded the contract, we will continue to have daily/weekly/monthly/quarterly/annual schedules to keep the park at the expected level.

Evaristo (crew leader) will remain as the leader in maintaining the park with the needed additional labor for the day to day needs. The crew will be supervised by Harrison Bergholz (Account Manager) and Marcelo Medina (Production Manager). Account Manager/Production manager will continue the weekly inspections with park supervisor and submitting "Quality Site Assessment" reports to provide progress/updates. Additional Documentation is provided in the supplemental information included in the bid packet.


SIGNATURE OF CONTRACTOR
Scott Godfrey

12/03/2020

DATE

NAME

Vice President and General Manager

TITLE

266211

STATE CONTRACTOR'S LICENSE #

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Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance Services at Pleasant Valley Fields—Spec. 21-01

LIST OF EQUIPMENT

THIS PAGE TO BE COMPLETED BY PROPOSER AND SUBMITTED TO DISTRICT AS PART OF PROPOSER'S QUOTATION. (NOTE ALL TURF MOWERS ARE TO REMAIN AT PLEASANT VALLEY FIELDS)

BrightView Landscape Services
PROPOSER'S NAME COMPANY NAME

2064 Eastman Ave, Unit 104, Ventura, CA 93003
BUSINESS ADDRESS


805-642-9300
BUSINESS TELEPHONE NUMBER

Scott.godfrey@BrightView.com
BUSINESS E-MAIL ADDRESS

List equipment owned by the quoting firm or sub-contractors that is available for use on this contract. Provide type, make, and model year. Use additional sheets if necessary.

Equipment inventory is included in the supplement information included in the Bid Packet

Date: 12/03/2020

SIGNATURE OF CONTRACTOR
Name: 
Title: Vice President and General Manager
State Contractor's License #: 266211

Equipment Inventory

| Asset ID | Description | GL Category | Eq Cls Description | Year | State | Serial Number |
|--------------------|-------------------------------|-------------|--------------------|------|-------|-----------------|
| 40 - Mowers | | | | | | |
| 200115 | 2000 Red tractor | Mowers | Felara, Mower | 2002 | CA | 220001204 |
| 200122 | 35" WB WKB-35ND Mower | Mowers | Mowers < / = 35" | 2007 | CA | 111263 |
| 200122 | 48" MOWER B NK | Mowers | Mowers 35" to 48" | 2007 | CA | 17701151 |
| 200123 | 3000 Turbo Series R Wide Area | Mowers | Felara, Mower | 2008 | CA | 170100011640005 |
| 200241 | 48" 80 MOWER | Mowers | Mowers 35" to 48" | 2008 | CA | 40022500 |
| 200242 | 48" 80 Mower | Mowers | Mowers 35" to 48" | 2008 | CA | 40072500 |
| 200252 | 52" Mower / MK | Mowers | Mowers 50" to 70" | 2008 | CA | 170100011000003 |
| 200253 | 48" Mower / MK | Mowers | Mowers 35" to 48" | 2008 | CA | 170100011000005 |
| 200257 | 60R HP CUB-CABERICAL QUINTRAM | Mowers | Mowers 35" to 48" | 2009 | CA | 170100011000001 |
| 200258 | 60R Z2hp cubtrak | Mowers | Mowers 35" to 48" | 2009 | CA | 170100011000005 |
| 200254 | 72" Mower | Mowers | Mowers > 70" | 2009 | CA | 170100011000008 |
| 200259 | V-Ride II 48 | Mowers | Mowers 35" to 70" | 2009 | CA | 14000028 |
| 200265 | 72" Mower | Mowers | Mowers > 70" | 2009 | CA | 01000000 |
| 200266 | 4000 Red tractor mower | Mowers | Felara, Mower | 2009 | PL | 200001229 |
| 200707 | 35" Mower | Mowers | Mowers < / = 35" | 2007 | CA | 270000110 |
| 200708 | 35" Mower | Mowers | Mowers < / = 35" | 2008 | CA | 28000012942 |
| 2011349 | 48" Mower | Mowers | Mowers 35" to 48" | 2011 | CA | G1100043 |
| 2011370 | 48" Mower | Mowers | Mowers 35" to 48" | 2011 | CA | G1100041 |
| 2011116 | 52" Mower | Mowers | Mowers 50" to 70" | 2012 | CA | G2000067 |
| 2011775 | 48" Mower | Mowers | Mowers 35" to 48" | 2012 | CA | G1100115 |
| 2017121 | 72" Mower | Mowers | Mowers > 70" | 2013 | CA | 68600001 |
| 2017385 | 48" Mower | Mowers | Mowers 35" to 48" | 2013 | CA | G1100002 |
| 2017386 | 48" Mower | Mowers | Mowers 35" to 48" | 2013 | CA | M0000126 |
| 2017285 | 48" 80 Mower | Mowers | Mowers 35" to 48" | 2014 | CA | M0000000 |
| 2018590 | 100" 80 Mower | Mowers | Mowers > 70" | 2014 | CA | 34000000 |
| 2018591 | 72" 80 Mower | Mowers | Mowers > 70" | 2014 | CA | 354000010 |
| 2018780 | Groundsmaster 360 | Mowers | Greens Mower | 2014 | CA | 204000005 |
| 2018780 | 35" WB Mower - WKB | Mowers | Mowers < / = 35" | 2014 | CA | 121175 |
| 2018781 | 52" Mower | Mowers | Mowers 50" to 70" | 2015 | CA | 60000057 |
| 2018782 | 600 Red tractor | Mowers | Felara, Mower | 2015 | CA | 200000123 |
| 2018783 | 3000 Red tractor | Mowers | Felara, Mower | 2015 | CA | 215000174 |
| 2018171 | 48" 80 Mower | Mowers | Mowers 35" to 48" | 2015 | CA | 17700000 |
| 2018172 | 48" MOWER | Mowers | Mowers 35" to 48" | 2015 | CA | 17700000 |

| 42 - Other Field Equipment | | | | | |
|----------------------------|------------------------------|-----------------------|-----------------------|------|--------------------------------------|
| 254001 | | | | | |
| 254003 | Landscape Aerator | Other Field Equipment | Aerifier | 1998 | CA 41520849 |
| 254004 | GPS System rollout | Other Field Equipment | Miscellaneous | | CA GPS Fleet Solutions |
| 254767 | 50' Container at San Ramon | Other Field Equipment | Miscellaneous | 2009 | CA Mobile Mini Invtl 90385200 |
| 254768 | 20' Container at Point Mugu | Other Field Equipment | Miscellaneous | 2009 | CA Mobile Mini Invtl 90385205 |
| 254769 | Mobile Mini Storage | Other Field Equipment | Miscellaneous | 2009 | CA 90342227 |
| 254770 | Mobile Mini Storage | Other Field Equipment | Miscellaneous | 2009 | CA 90342220 |
| 254791 | Mobile Mini Storage | Other Field Equipment | Miscellaneous | 2009 | CA Mobile Mini Invtl 90342229 |
| 254890 | GPS System rollout | Other Field Equipment | Miscellaneous | 2011 | CA Phoenix Direct Invtl 00085 & 3088 |
| 254942 | Plant Sprayer - Ditch Strips | Other Field Equipment | Miscellaneous other | 2016 | CA C10511 |
| 254980 | Handler Truck | Other Field Equipment | Utility Truck Vehicle | 2011 | CA 3402810 |
| 254984 | Handler Truck 800K | Other Field Equipment | Utility Truck Vehicle | 2019 | CA 3402806 |
| 254985 | Handler Truck 800K | Other Field Equipment | Utility Truck Vehicle | 2019 | CA 3402807 |
| 254986 | Handler Truck 800K | Other Field Equipment | Utility Truck Vehicle | 2019 | CA 3402808 |
| 254988 | Handler Truck 800K | Other Field Equipment | Utility Truck Vehicle | 2019 | CA 3402812 |
| 254989 | Utility Cart | Other Field Equipment | Utility Truck Vehicle | 2019 | CA 3402807 |
| 254994 | Utility Cart | Other Field Equipment | Utility Truck Vehicle | 2019 | CA 3402800 |
| 254990 | APT Modified Cabman | Other Field Equipment | Utility Truck Vehicle | 2019 | CA 3402805 |
| 254995 | Norma Tow Truck - Carson | Other Field Equipment | Tow Truck | 2005 | CA 14011031 |
| 254996 | UTILITY CART | Other Field Equipment | Utility Truck Vehicle | 2005 | CA 1401103750374 |
| 254998 | UTILITY CART | Other Field Equipment | Utility Truck Vehicle | 2005 | CA 1401103750383 |
| 254999 | Carroll | Other Field Equipment | Utility Truck Vehicle | 2005 | CA 14022791911E |
| 254999 | HDR Workman | Other Field Equipment | Utility Truck Vehicle | 2009 | CA 17341280004219 |
| 254999 | Sand Pro | Other Field Equipment | Bunker Bala | 2010 | CA 240000401 |
| 254999 | Carroll S | Other Field Equipment | Utility Truck Vehicle | 2011 | CA Q112317964P |
| 254999 | Carroll S | Other Field Equipment | Utility Truck Vehicle | 2011 | CA JA12312964D |
| 254999 | Mini Excavator | Other Field Equipment | Mini-Excavator | 2015 | CA 1401103750385 11 |
| 45 - Trailers | | | | | |
| 254900 | Office Trailer | Trailers | Trailers, Office | 2005 | CA 4881203 18110 |
| 254975 | 40x14 LBET Landscape Trailer | Trailers | Trailers, Utility | 2017 | CA 1401103750386 |
| 254923 | Aluma 200H Trailer | Trailers | Trailers, Flatbed | 2017 | CA 1401103750387 |
| 254922 | Big Tex MLP - Dump Trailer | Trailers | Trailers - Dump | 2008 | CA 16243 322550000 |
| 254976 | Equipment Trailer | Trailers | Trailers, Equipment | 2007 | CA 1401103750382 |
| 254976 | Equipment Trailer | Trailers | Trailers, Equipment | 2007 | CA 1401103750383 |
| 254977 | Equipment Trailer | Trailers | Trailers, Equipment | 2007 | CA 1401103750384 |
| 254978 | Water Tank Trailer | Trailers | Trailers, Water | 2007 | CA 1401103750382 |
| 254979 | Utility Trailer | Trailers | Trailers, Utility | 2007 | CA 1401103750380 |
| 254980 | Utility Trailer | Trailers | Trailers, Utility | 2007 | CA 1401103750380 |
| 254983 | Landscape Trailer | Trailers | Trailers, Equipment | 2008 | CA 1401103750382 |
| 254988 | Equipment Trailer | Trailers | Trailers, Equipment | 2008 | CA 1401103750382 |
| 254945 | Landscape Trailer | Trailers | Trailers, Utility | 2008 | CA 1401103750381 |
| 254980 | Equipment Trailer | Trailers | Trailers, Equipment | 2008 | CA 1401103750385 |
| 254980 | Equipment Trailer | Trailers | Trailers, Equipment | 2008 | CA 1401103750385 |
| 254986 | Landscape Trailer | Trailers | Trailers, Utility | 2008 | CA 1401103750384 |
| 254984 | Landscape Trailer | Trailers | Trailers, Utility | 2010 | CA 1401103750380 |
| 254986 | Equipment Trailer | Trailers | Trailers, Equipment | 2012 | CA 1401103750385 |
| 254980 | Equipment Trailer | Trailers | Trailers, Equipment | 2012 | CA 1401103750380 |
| 254972 | Equipment Trailer | Trailers | Trailers, Equipment | 2013 | CA 1401103750386 |
| 254976 | How Trailer | Trailers | Trailers, Misc. | 2014 | CA 1401103750380 |
| 254978 | Equipment Trailer | Trailers | Trailers, Equipment | 2015 | CA 1401103750380 |
| 254961 | Equipment Trailer | Trailers | Trailers, Equipment | 2014 | CA 1401103750385 |

EXHIBIT "F"

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, ("District"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows **LANDSCAPE MAINTENANCE SERVICES;**

WHEREAS, the Principal is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Principal and Surety, are held and firmly bound unto the District in the sum of _____ (\$ _____), this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the District in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

| | | | |
|------------------|--------------------|------------------|----------------|
| _____ | PRINCIPAL | _____ | SURETY |
| | Address of Surety: | _____ | |
| | | CITY | STATE ZIP |
| | | TELEPHONE | |
| BY: _____ | | BY: _____ | |
| (PRINCIPAL SEAL) | | (PRINCIPAL SEAL) | |

EXHIBIT "G"

**LABOR AND MATERIAL BOND
(PAYMENT BOND)**

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, ("District"), has awarded to _____ as Contractor ("Principal"), a Contract for the work entitled and described as follows:

LANDSCAPE MAINTENANCE SERVICES

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Principal and Surety, are held and firmly bound unto the District in the sum of _____ (\$ _____), this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the District in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Principal, its heirs, executors, administrators, successors, assigns, or subcontractor fail to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the District or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension

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Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance Services at
Pleasant Valley Fields—Spec. 21-01

EXHIBIT "H"



*Pleasant Valley Recreation & Park District
Park Safety and Maintenance Checklist*

PARK CONDITIONS SAFETY MAINTENANCE CHECKLIST

PARK NAME: _____ LOCATION: _____

| | | | | | | |
|---|---|---|---|----|---|---|
| S | M | T | W | TH | F | S |
| | | | | | | |

INSPECTOR: _____ DATE: _____

| Item to be Checked <small>(Use the following page to record a brief description of the necessary repairs)</small> | OK | Deficiency Noted | Date Corrected |
|--|----|------------------|----------------|
| Turf Conditions | | | |
| 1. Dry or hot spots / Wet spots | | | |
| 2. Holes filled in / Gophers / Trash cleaned | | | |
| | | | |
| Walkways | | | |
| 1. Even walking surface, clear of debris | | | |
| 2. Raised concrete or asphalt | | | |
| | | | |
| Tree Condition | | | |
| 1. Low hanging branches / dead limbs | | | |
| | | | |
| Pavilions | | | |
| 1. Clean / free of graffiti | | | |
| 2. Faucets, hose bibs, no leaks | | | |
| | | | |
| Sport Courts | | | |
| 1. Clean and blown off | | | |
| | | | |
| Benches/Tables | | | |
| 1. Clean and free of graffiti / no sharp edges | | | |
| 2. Painted and free of splintering | | | |
| | | | |
| Drinking Fountains / BBQ's | | | |
| 1. Clean and in working order / no sharp edges | | | |
| 2. No rust spots, or holes | | | |

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Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance Services at Pleasant Valley Fields—Spec. 21-01

| | | | |
|--|--|--|--|
| Fencing | | | |
| 1. Good Condition, no openings, sharp edges, top/bottom not protruding | | | |
| Contractor / Landscape: note items not taken care of | | | |
| OTHER CONCERNS: (List them on a back sheet of this paper) | | | |
| 1. No Concerns | | | |
| 2. Problem Fixed | | | |
| 3. Potential Concerns | | | |
| 4. Broken / Degraded | | | |
| 5. Work Order Generated | | | |
| 6. Requires Immediate Attention | | | |
| | | | |

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Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance Services at Pleasant Valley Fields—Spec. 21-01

Exhibit "I"

FINANCIAL INFORMATION:

PROPOSER

- 1) Name of Proposer BrightView Landscape Services
- 2) Address of
Proposer 2064 Eastman Ave, Unit 104, Ventura, CA 93003

- 3) Proposer intends to operate the business with which this proposal is concerned
as a Sole Proprietorship ; Partnership ; Corporation ; Joint Venture ; or

Explain:

Signature

SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, furnish the following:

1. Name in full _____
2. Address _____
3. Birth date _____ Place of Birth _____
4. Social Security No. _____
5. State Driver's License No: _____

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Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance
Services at Pleasant Valley Fields—Spec. 21-01

Partnership Statement

If a Partnership, answer the following:

1. Date of organization _____

2. General Partnership
 Limited Partnership

3. Statement of Partnership recorded: Yes No

| Date | Book | Page | County |
|------|------|------|--------|
|------|------|------|--------|

4. Certificate of limited Partnership recorded: Yes No

| Date | Book | Page | County |
|------|------|------|--------|
|------|------|------|--------|

5. Has the partnership done business in Ventura County?

Yes No Explain: _____

6. Name, address, and partnership share of each general partner:

| Name of Partner | Address | Share |
|-----------------|---------|-------|
| | | |
| | | |
| | | |
| | | |
| | | |

7. Furnish the birth date, place of birth, Social Security No. and state driver's license number of each person shown above.
8. Attach a complete copy of Partnership Agreement.
9. Is the partnership now involved, or has it been involved, in any business enterprise whatsoever?

If so, give full details:

CORPORATION STATEMENT

If a corporation, answer the following:

1. When incorporated? Date of Incorporation: May 30, 1970
2. Where incorporated? California
3. Is the corporation authorized to do business in California?
 Yes No If so, as of what date? May 30, 1970
4. The corporation is held: Publicly Privately
5. If privately held, provide the following:

| Name of Partner | Address | % of Stock Owned |
|---------------------------|---|------------------|
| BrightView Companies, LLC | 27001 Agoura Road, Suite 350 Calabasas, CA 91301 | 100% |
| | | |
| | | |
| | | |
| | | |

6. If publicly held, how and where is the stock traded:

7. List the following:

| | Authorized | Issued | Outstanding |
|-----------------------------|------------|--------|-------------|
| Number of voting shares | | | |
| Number of non-voting shares | | | |
| Number of shareholders | | | |

| | Par | Book | Market |
|--------------------------------|-----|------|--------|
| Value of share of Common Stock | \$ | \$ | \$ |

8. Furnish the name, title, address, and the number of voting and non-voting shares of stock held by each officer, director, and any person holding more than 10% of the outstanding stock.
9. Furnish the birth date, place of birth, Social Security No. and state driver's license number for each person shown under Item No. 5 above.
10. Is the corporation now involved, or has it ever been involved, in any business enterprise whatsoever? If so, attach full details.

JOINT VENTURE STATEMENT

If a Joint Venture, answer the following:

1. Date of organization _____
2. Joint Venture Agreement or Statement recorded? Yes No

| Date | Book | Page | County |
|------|------|------|--------|
| | | | |
3. Has the Joint Venturer done business in Ventura County?
 Yes No When? _____

4. **Name and address of each Joint Venture:**

| Name | Address |
|------|---------|
| | |
| | |
| | |

5. **Furnish the birth date, place of birth, Social Security No. and state driver's license number for each person shown under Item No. 4 above.**

6. **Attach a complete copy of the Joint Venture Agreement.**

7. **Is the Joint Venture now involved, or has it ever been involved, in any business enterprise whatsoever?**

If so, give full details:

FINANCIAL DATA

FINANCIAL STATEMENT

Attach a complete report, prepared in accordance with acceptable accounting practice, reflecting your current financial condition. The report must include a balance sheet and income statement. Be prepared to substantiate all information shown.

SURETY INFORMATION

Has any surety or bonding company ever been required to perform upon your default?

Yes No

If yes, attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.

BANKRUPTCY INFORMATION

Have you ever been declared bankrupt? Yes No

If yes, state date, court jurisdiction, amount of liabilities, and amount of assets.

PENDING LITIGATION

Provide detailed information regarding present or threatened litigation, liens, or claims involving any participant in the proposal. If there are none, state that there is no existing or threatened litigation, lien, or claims against any participant in the proposal.

In the ordinary course of our long history as a nation-wide provider of landscaping services, we have been involved in legal proceedings relating to our business. We have learned that most disagreements stem from a basic lack of clear communication and believe the best litigation strategy is to avoid disagreements through ongoing, effective communication with our clients, suppliers, and employees.

NOTE— you can also reference SEC filings which outline significant litigation since our ultimate parent is publicly traded

EXHIBIT "J"

LISTING OF SUBCONTRACTORS (Required with Bid Submittal)

Animal & Insect Pest Management

Paul Townsend – 805-499-5050

Subcontractor 1- Business Name:
Pest control

Contact Name & Number:
10

Area of Specialty:

of Yrs. Contracted With:

Subcontractor 2-Business Name:

Contact Name & Number:

Area of Specialty:

of Yrs. Contracted With:

Subcontractor 3-Business Name:

Contact Name & Number:

Area of Specialty:

of Yrs. Contracted With:

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Pleasant Valley Recreation & Park District—Request for Proposals Landscape Maintenance Services at
Pleasant Valley Fields—Spec. 21-01

Exhibit "K"

**PLEASANT VALLEY RECREATION AND PARK
DISTRICT CONTRACT SERVICES AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES**

This Contract Services Agreement ("Agreement") is made and entered into this ___ day of _____ 20__, by and between the Pleasant Valley Recreation and Park District, a municipal corporation ("District"), and _____ ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional, and satisfactory manner.

1.2 Contractor's Proposal. The Scope of Services shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State, or local governmental agency having jurisdiction.

1.4 Licenses Permits Fees and Assessments. Contractor shall obtain at its sole cost

and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless District against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the District Board. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be costlier or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation, therefore.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Contractor shall comply with all applicable environmental laws, ordinances, codes, and regulations of Federal, State, and local governments. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ dollars (\$ _____). ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and

necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the District.

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the District, in a form approved by the District's Administrative Services Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, District shall pay Contractor for all expenses stated thereon which are approved by District pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the District Board of Directors for the purposes of this Agreement. The availability of funding is affected by matters outside the District's control, including other governmental entities. Accordingly, the District has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the period (s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Contractor shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall

Contractor be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than

4.0 COORDINATION OF WORK

4.1 Representative of Contractor is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability, and reputation of the representative was a substantial inducement for District to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of District.

4.2 Contract Officer. The District's General Manager is hereby designated as the representative of the District authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by District to the Contract Officer. The District may designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of District. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of District.

4.4 Independent Contractor. Neither the District nor any of its employees shall have any control over the manner or means by which Contractor, its agents, or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint ventures or a member of any joint enterprise with Contractor.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate and no less than \$2,000,000 for products/completed operations aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$2,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of N/A insurance in an amount not less than \$N/A per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the District.

All the above policies of insurance shall be primary insurance. The general liability policy shall name the District, its officers, employees and agents ("District Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. All said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by District.

Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better

unless such requirements are waived by the Risk Manager of the District due to unique circumstances.

In the event that the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 4.1.

5.2 Indemnification.

a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District and the District's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

6.0 RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement and

Contractor shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of such documents and materials. Contractor

may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by District for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the District's sole risk and without liability to Contractor and the District shall indemnify the Contractor for all damages resulting therefrom. All subcontractors shall provide for assignment to District of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify District for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Contractor hereby authorizes District to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect District as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation

and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

7.6 Attorney' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of District Officers and Employees. No officer or employee of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest: District. No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest: Contractor. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, District's Conflict of Interest Code which is on file in the District Clerk's office. Accordingly, should the District Manager determine that Contractor will be performing a specialized or general service for the District and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers, agents or employees, as applicable, shall be subject to the District's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and

that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the District Manager and to the attention of the Contract Officer, Pleasant Valley Recreation and Park District, 1605 E. Burnley Street, Camarillo, California 93010, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration: Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

DISTRICT:
PLEASANT VALLEY RECREATION & PARK
DISTRICT,
a municipal corporation

By: _____
Board Chair

ATTEST:

District Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Tiffany J. Israel, General Counsel

CONTRACTOR:
[insert company name here]
a [California corporation]

By: _____
Name: [insert name here]
Title: [insert title]

By: _____
Name: [insert name here]
Title: [insert title]

Address: [insert address]
[insert address]
[insert address]

CONTINUATION
CERTIFICATE

LIBERTY MUTUAL INSURANCE COMPANY , Surety upon

a certain Bond No. 024231035

dated effective 3/1/2018
(MONTH-DAY-YEAR)

on behalf of BRIGHTVIEW LANDSCAPE SERVICES, INC.
(PRINCIPAL)

and in favor of PLEASANT VALLEY RECREATION & PARK DISTRICT
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 3/1/2021
(MONTH-DAY-YEAR)

and ending on 3/1/2022
(MONTH-DAY-YEAR)

Amount of bond \$ 287,400.00

Description of bond Specification No. 18-02; Landscape Maintenance and Janitorial Services for Pleasant Valley Fields Sports Complex

Premium: \$ 1,293.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on March 5, 2021
(MONTH-DAY-YEAR)

LIBERTY MUTUAL INSURANCE COMPANY

By 
ATTORNEY-IN-FACT, Simone Gerhard

COLORADO ALL-PURPOSE 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 Colorado

County of Weld

On MAR 05 2021 before me, Beverly McCoy, Notary Public, personally appeared Simone Gerhard 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 Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature


Beverly McCoy, Notary Public

BEVERLY MCCOY
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20194011592
My Commission Expires 3/25/2023



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198054-024029

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, B. Aleman, Tracy Aston, Thomas Branigan, Lisa K. Crail, Ashraf Elmasry, Samantha Fazzini, Donna Garcia, Simone Gerhard, April Martinez, Rosa E. Rivas, Paul Rodriguez, Edward C. Spector, Marina Tapia, Nathan Varnold, KD Wapato

all of the city of Los Angeles state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

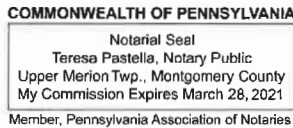
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 28th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this MAR 05, 2021 day of



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Landscape Maintenance Contract No.18-01

CONTRACT SERVICES AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

This Contract Services Agreement (“Agreement”) is made and entered into this 1st day of March, 2018, by and between the Pleasant Valley Recreation and Park District, a municipal corporation (“District”), and Natural Green Landscape (“Contractor”). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the “Scope of Services” attached hereto as *Exhibit “A”* and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Contractor’s Proposal. The Scope of Services shall include the Contractor’s proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement; and shall indemnify, defend and hold harmless District against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor,

incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the District Board. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be costlier or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Contractor shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Five hundred sixty one thousand nine hundred twenty eight dollars (\$ 561,928) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the District.

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the District, in a form approved by the District's Administrative Services Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, District shall pay Contractor for all expenses stated thereon which are approved by District pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the District Board of Directors for the purposes of this Agreement. The availability of funding is affected by matters outside the District's control, including other governmental entities. Accordingly, the District has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Contractor shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than February 28, 2021.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. Gilbert Zaragoza is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for District to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of District.

4.2 Contract Officer. The District's General Manager is hereby designated as the representative of the District authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by District to the Contract Officer. The District may designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of District. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of District.

4.4 Independent Contractor. Neither the District nor any of its employees shall have any control over the manner or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate and no less than \$2,000,000 for products/completed operations aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$2,000,000 per accident

combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of N/A insurance in an amount not less than \$ N/A per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the District.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the District, its officers, employees and agents ("District Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by District.

Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances.

In the event that the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 4.1.

5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District and the District's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened,

including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

6.0 RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by District for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the District's sole risk and without liability to Contractor and the District shall indemnify the Contractor for all damages resulting therefrom. All subcontractors shall provide for assignment to District of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify District for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Contractor hereby authorizes District to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or

validity of which is disputed by Contractor, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect District as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of District Officers and Employees. No officer or employee of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; District. No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any

corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest: Contractor. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, District's Conflict of Interest Code which is on file in the District office. Accordingly, should the District General Manager determine that Contractor will be performing a specialized or general service for the District and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers, agents or employees, as applicable, shall be subject to the District's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the District General Manager and to the attention of the Contract Officer, Pleasant Valley Recreation and Park District, 1605 E. Burnley Street, Camarillo, California 93010, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration: Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

DISTRICT:
PLEASANT VALLEY RECREATION AND PARK DISTRICT,
a municipal corporation

By: *Ma Malley*
Board Chair

ATTEST:

[Signature]
District Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

[Signature]
Tiffany J. Israel, General Counsel

CONTRACTOR:
[insert company name here]
a [California corporation]

By: *Gilbert Zaragoza*
Name: [insert name here]
Title: [insert title] *president*

By: _____
Name: [insert name here]
Title: [insert title]

Address: [insert address]
[insert address]
[insert address]
[insert address]

EXHIBIT "A"
SCOPE OF SERVICES

The following sets forth the requirements for this landscape maintenance services agreement.

Contractor agrees to perform all services listed herein to provide complete and proper maintenance for the premises listed below. Contractor shall also provide all necessary equipment to perform all services and all other necessary safety equipment to comply with OSHA and all other applicable requirements for these services. All equipment must be used in a safe manner. Contractor shall furnish at his own expense all labor, equipment, and materials necessary for the satisfactory performance required for maintenance of parks, landscaped areas, and associated facilities which shall include but is not limited to:

Park Sites

1. Adolfo Park – N. Adolfo/Alemendro
2. Arneil Ranch Park– 1301 Sweetwater Avenue
3. Birchview Park – 5564 Laurel Ridge Lane
4. Bob Kildee Park – 1030 Temple Avenue
5. Calleguas Creek Park – Avenida Valencia/Via Jacara
6. Camarillo Grove Park – 6968 E. Camarillo Springs Rd.
7. Carmenita Park – Carmen/Sevilla
8. Charter Oak Park – 325 Charter Oak Drive
9. Community Center Park – 1605 E. Burnley St.
10. Dos Caminos Park – 2198 N. Ponderosa Rd.
11. Encanto Park – Blanco/Encanto
12. Eldred Lokker Park – 848 Vista Coto Verde
13. Foothill Park – 1501 Cranbrook St.
14. Heritage Park – 1630 Heritage Trail

15. Laurelwood Park – 2127 Dexter St.
16. Mel Vincent Park – 668 Calistoga Rd
17. Mission Oaks Park – 5501 Mission Oaks Blvd.
18. Nancy Bush Park – 1150 Bradford Ave.
19. Pitts Ranch Park – 1400 Flynn Rd.
20. Springville Park – Tierra Santa/Via Zamora
21. Trailside Park – 5462 Cherry Ridge Drive
22. Valle Lindo Park – 89 Aileen Street
23. Woodcreek Park – 1200 Woodcreek Rd.
24. Woodside Park – 247 Japonica Ave.
25. Quito Park – 7073 Quito Court

- Turf Management (weekly; mowing, trimming, fertilizing)
- Hardscape Management (routine blowing, litter and trash removal,
- Shrub/Pruning & Groundcover areas (routine weeding, cultivation, fertilization and pruning)
- Weed Abatement and Trash Receptacles (once a week)

Maintenance of Parks, Landscape Areas and Associated Facilities

Contractor shall provide at his own cost and risk all labor, equipment, materials, supplies, tools, and transportation including but not limited to: hauling, dumping, fertilizers, insecticides, herbicides, chemicals, and all other labor, equipment, materials, supplies, tools and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these contract documents.

Contractor shall perform all work necessary to complete the contract in a manner acceptable to the District. The areas to be maintained shall include but are not limited to: turf areas, planter areas, trees, shrubs, surface in the play equipment, weeds, sand play areas, drain lines, sidewalks, ball fields, driveways/aprons, ditches, catch basins, gutters, curb drains, exterior lighting, park accessories, trash containers, restroom stocking and maintenance, and all other area(s) listed in Appendix 1 – “Facilities Descriptions”.

The above requirement that Contractor shall furnish all labor, materials, tools, equipment, and incidentals and perform all of the services involved in executing this Agreement

Work shall be performed in accordance with professional standards accepted in the industry in a workmanlike manner and in accordance with the standards, requirements and criteria set forth in the Special Requirements (Exhibit "B") and Technical Provisions (Exhibit "E").

Work by District Forces

Notwithstanding any provisions contained elsewhere in this Agreement, the District reserves the right to perform any repair or construction work it deems advisable, including normal routine maintenance contemplated by this Agreement, with its own labor and equipment and/or through a third party.

1. MATERIALS, EQUIPMENT, AND SUPPLIES TO BE PROVIDED BY CONTRACTOR

Contractor, at its own cost and expense, shall furnish all necessary manpower, equipment, supplies, materials of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of maintenance. The District shall have the right to specify the type, quality, and manufacturer of supplies and materials used in maintenance of the parks facilities. These supplies and materials shall include, but are not limited to:

- (A) All necessary top dressing, mulch, seed, water absorbers, fertilizers, brick dust, wood chips, decomposed granite, chemicals, amendents, tree stakes, restroom stock, fasteners, rodent control devices, et cetera.

2. LANDSCAPE IMPROVEMENTS

The construction of sidewalks, turf areas, play equipment, and irrigation system installations, when necessary, may be requested to be undertaken by Contractor and shall be on a negotiated price basis provided, however, the District shall have the option to seek bids for such work and may award this work to others.

3. CONTRACTOR STAGING AREA

Contractor is responsible for securing an area for staging equipment and vehicles used to perform all services required under the Agreement at Contractor's sole cost. The District will not provide an area for staging. Contractor shall not stage equipment or vehicles at the Parks Yard or on other District-owned property.

4. CONTRACTOR VEHICLES AT DISTRICT PARKS

Contractor is permitted to drive vehicles within District Parks as needed while performing services, Contractor must park all vehicles in designated parking areas only. If Contractor damages any turf or buildings, they are responsible for replacing it back to original condition.

EXHIBIT "B"
SPECIAL REQUIREMENTS

1. **LEVEL OF MAINTENANCE**

- (A) All work shall be performed in accordance with the Service Level Standards in the Technical Provisions (Exhibit "E") at established frequencies so as to maintain the aesthetic appearance, safety, usefulness and play ability/usability of parks, landscape areas, and maintenance of associated facilities to standards acceptable to the District. Frequencies are indicated for some of the tasks described in the Schedule of Performance (Exhibit "D"). Some higher use areas may require greater frequencies than those indicated in the Service Level Standards in order to provide the minimum required standard service level.
- (B) The District shall make routine inspections of all facility areas included in this Agreement and shall advise Contractor of any deficiencies noted. The results of each inspection shall be recorded and retained for reference. The Parks Inspection Checklist, Appendix "2" of this Agreement, shall be used to evaluate the Contractor's performance.

PARK CONDITIONS SAFETY MAINTENANCE CHECKLIST

PARK NAME: _____ LOCATION: _____

INSPECTOR: _____ DATE: _____

| | | | | | | |
|---|---|---|---|----|---|---|
| S | M | T | W | TH | F | S |
| | | | | | | |

| Item to be Checked (Use the following page to record a brief description of the necessary repairs) | OK | Date Corrected | Deficiency Noted |
|---|----|----------------|------------------|
| Turf Conditions | | | |
| 1. Dry or hot spots / Wet spots | | | |
| 2. Holes filled in / Gophers / Trash cleaned. | | | |
| Walkways | | | |
| 1. Even walking surface, clear of debris. | | | |
| 2. Raised concrete or asphalt. | | | |
| Tree Condition | | | |
| 1. Low hanging branches / dead limbs. | | | |
| Pavilions | | | |
| 1. Clean / free of graffiti | | | |
| 2. Faucets, hose bibs, no leaks | | | |
| Sport Courts | | | |
| 1. Clean and blown off | | | |
| Benches/Tables | | | |
| 1. Clean and free of graffiti / no sharp edges | | | |
| 2. Painted and free of splintering | | | |
| Drinking Fountains / BBQ's | | | |
| 1. Clean and in working order / no sharp edges | | | |
| 2. No, rust spots, or holes | | | |
| Fencing | | | |
| 1. Good Condition, no openings, sharp edges, top/bottom not | | | |
| OTHER CONCERNS: List them on a back sheet of this paper | | | |
| 1.No Concerns | | | |
| 2.Problem Fixed | | | |
| 3.Potential Concerns | | | |
| 4.Broken / Degraded | | | |
| 5.Work Order Generated | | | |
| 6.Requires Immediate Attention | | | |

The Contractor shall compensate the District for all time required for any re-inspection and related supervision as a result of noted deficiencies providing that compensation shall be charged at a rate including actual time, fringe benefits, and mileage costs incurred by the District.

(C) Notices and penalties for non-performance are set forth as follows:

1) Deficiency Notice: The Contractor is required to correct deficiencies within five (5) working days after notification by District.

2) Withholding of Payment: Provided work under the Deficiency Notice has not been completed, payment for addressing the subject deficiency shall be withheld until the deficiency is corrected, without right to retroactive payments. Such costs shall be determined by the District based on a percentage of the item cost per month for the area in question, using the cost for the area as provided by the Contractor on the proposal form.

3) District's Right to Correct Deficiency: Five (5) working days after issuing a Deficiency Notice to Contractor, District shall re-inspect the noted deficiency to verify whether the deficiency has been corrected to the satisfaction of the District. District may, at its option without further notice to Contractor, correct the noted deficiency and deduct costs incurred by District from Contractor's next contract payment. The cost of re-inspection shall also be deducted from Contractor's next payment in accordance to Section 1 (B) listed above.

4) Description of Deficiencies

- Performance deficiency. Examples include: failure to comply with conditions, specifications, reports, schedules and/or directives from Authorized Representatives; failure to adequately remove trash/debris/weeds in a timely manner, apply chemicals, prune, etc. Deduction may be based upon costs provided by the Contractor on the Bid Worksheets submitted at the time of bid or as deemed appropriate by the District's Representative.
- Failure to comply with minimum District-defined manpower requirements. Deduction of \$100 per employee per workday.
- Failure to provide adequate equipment in compliance with District specifications and/or as requested by the District's Representative. May result in a deduction of up to \$250 per instance per workday.

The Contractor's representative shall contact the District on a weekly basis for notification of any special maintenance item(s) requiring correction.

2. CONTRACTOR'S EMPLOYEES

(A) Uniforms and Clothing

- 1) The Contractor's employees shall wear uniform shirts that have the Contractor's company name and the employee's first name clearly displayed on the shirt. All shirts worn by Contractor's employees shall be of the same color, material and style.

- 2) The Contractor's employees shall wear hard-soled shoes at all times while on District's property. Soft soled shoes such as such athletic shoes and similar footwear shall not be permitted.

(B) Work Force; Background Checks

The Contractor must employ sufficient, appropriately licensed, personnel to perform all work as described in Technical Provisions (Exhibit "E").

The determination of adequacy in the number of Contractor's personnel will be made by the Park Services Manager or his/her representative and will be based upon performance or nonperformance in each case. Upon written notification from the District the Contractor shall assign additional personnel within two work days. Continued nonperformance may result in removing that item or facility area from the terms of this Agreement. Serious nonperformance will be considered Contractor default.

- 1) Parks - The Contractor shall provide maintenance for Parks Areas in conformance with Technical Provisions (Exhibit "E"). Said maintenance shall begin at 7:00 a.m. and shall be provided Five (5) days a week
- 2) Landscape Maintenance Areas - The Contractor shall provide maintenance in conformance with the Technical Provisions (Exhibit "E"). Maintenance for District Parks, Community Center, shall begin at 7:00 a.m. and shall be provided five (5) days a week, Monday through Friday,

(C) Contractor's Representative

The Contractor shall have present at all times when performing maintenance activities, an on-site representative who speaks fluent English, whose duty shall be to supervise and coordinate maintenance operations as they occur. This on-site representative shall carry, during work hours, a cell phone for communication. The District shall be advised in writing of the number for this phone.

(D) Reporting

Contractor or his representative shall meet with the Park Services Manager or his representative on a regular bi-weekly basis and at such other times as may be required by the District to review the performance of the contract and to discuss any problems or matters as determined by the District. The Contractor shall submit a weekly performance report, including a schedule for the following 2 weeks, to the District.

(E) Emergency Services

Contractor shall provide the District with the names and telephone numbers of at least two (2) contacts who can be called by District representatives when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of Contractor's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The District shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the District of emergency conditions, the Contractor shall arrive to the site

and report status within one (1) hour and Contractor shall charge a maximum of one (1) hour personnel response time for any response to an emergency call requiring a representative of Contractor to travel to the District.

3. EXTRA WORK

In the event of facility damage or facility failure where landscape repair, sprinkler repair, or other facility repair or reconstruction may be required, the District may invite or solicit as extra work, major repair or minor construction activities from Contractor.

Extra work is defined as work requested by the District in addition to the services required of Contractor under this Agreement, such as: replacement of plant materials due to failures beyond the Contractor's control and/or repairs or replacements due to vandalism or Acts of God. Should the incident require an expeditious response, the District shall have the option to pay for all such additional work with either a negotiated fee or a time and materials basis fee.

Contractor shall obtain written approval from the Contract Officer prior to proceeding with any extra work except for emergency repairs. Contractor shall submit a written proposal to the District when extra work is required or requested by the District. The District reserves the right to have any extra work completed by other contractors or District forces.

Contractor shall be responsible for the cost of any extra work as a result of the Contractor's negligence as determined by the Contract Officer in his sole discretion.

4. DAMAGES

Upon authorization by the Contract Officer, the Contractor will be reimbursed for the repair or replacement of any District-owned property, whether real or personal, which is damaged or destroyed through vandalism or fire or which disappears by an unknown cause.

Where public safety is affected Contractor shall make immediate equipment repairs or removals and shall report such repairs or removals within one (1) hour to the Contract Officer.

Any work performed by the Contractor, as described in this Section 4, shall be considered as extra work and shall be paid for as "Extra Work" under these specifications.

5. FACILITY OUT OF USE

In the event any park area or District facility is not usable for any reason, including acts of nature or vandalism, the Contract Officer may declare, for the purpose of maintenance, that an emergency condition exists, and that the facility is out of use. In such event, contract services may be temporarily suspended on a twenty-four (24) hour notice.

Contractor shall not be compensated for any park area or District facility that is out of use during that period of time that Contractor does not provide any maintenance services. If a portion of any park area or District facility is partially declared out of use, District

and Contractor shall negotiate in good faith the cost of providing a modified or reduced maintenance service.

6. CHEMICAL CONTROL

Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the State Department of Health Services, the Department of Industrial Relations and all other agencies which govern the use and application of chemicals required in the performance of the work to be provided pursuant to this Agreement. The term "chemicals" shall include but not be limited to: fertilizers, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants and repellants. Contractor shall apply spray chemicals when air currents are still, preventing drifting onto adjoining property whether or not they are in, or near, the project.

The Contractor shall submit a list of all chemical fertilizers, herbicides or pesticides proposed for use under this contract for approval by the Parks Supervisor. Contractor shall submit a schedule to the Contract Officer outlining date, location and chemical type/analysis to be performed at least fifteen (15) days prior to the week of work. Said schedule must be approved by the Contract Officer before the work is undertaken.

A pollution prevention plan shall be developed within the first sixty (60) days of execution of this Agreement to maintain compliance with industry best management practices for pollution prevention.

7. WATER CONSERVATION N/A

8. SOUND CONTROL REQUIREMENTS

Contractor shall comply with all County and District sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to this Agreement, and shall make every effort to control any undue noise resulting from its operations.

No maintenance functions that generate excess noise, which would cause annoyance to residents of the area, shall be commenced before 7:00 a.m. and after 7:00 p.m. or such other time as directed by the Park Services Manager.

Each internal combustion engine used for any purpose while performing the landscape maintenance services or related to landscape maintenance services shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler. Said noise level requirement shall be applied to all equipment used or related to providing landscape maintenance services, including, but not limited to, tracks, transit mixer, or transit equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of the public or Contractor's personnel.

9. AIR POLLUTION

01224.0001/425489.1

A. Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to this Agreement and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. Material to be disposed of shall not be burned.

B. Responsibility. Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the District may direct attention to the existence of a hazard and the necessary warning and protective measures shall be immediately furnished and installed at the Contractor's expense

10. HAULING

Spillage onto public or private property resulting from hauling operations shall be immediately removed at Contractor's expense.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

11. REMOVAL AND DIVERSION OF DEBRIS

Contractor shall promptly remove all debris accumulated as a result of maintenance operations and shall not allow any debris to remain on the public street or other public property after 4:00 p.m. on the day on which debris is generated.

Debris is defined as leaves, branches, paper and all foreign matter, etc. Grass clippings are not to be removed from the landscape. Removal, diversion, and disposal of debris shall be performed at no additional cost to the District and shall be considered to be included as part of the Contractor's proposal price.

Contractor shall divert grass/turf clippings from landfilling by using mulching mowers specifically designed to mulch grass/turf clippings and redeposit the mulched material back on the landscape. Contractor shall mulch all grass/turf clippings and report the acreage mowed and the frequency at which it is mowed to the District in accordance with Section 6.0, Records and Reports, of the Agreement. Remaining green waste (organic material) such as leaves, twigs, etc. shall be separated from foreign matter (inorganic material) such as paper, glass, plastic, etc. Said green waste shall be separated from foreign matter and diverted from landfilling.

All green waste produced as a result of Contractor's operations under this Agreement shall be reduced, reused, recycled, and/or transformed. Weight slips shall be delivered to the Parks Supervisor, or his designee, as proof of final disposal.

12. AUTHORITY OF THE PARK SERVICES MANAGER

The Park Services Manager or his/her authorized representative shall be the determining authority with respect to all issues regarding the quality or acceptability of work performed and as to the manner of performance and rate or progress of the work. Whenever Contractor's designated supervisor is not present for any part of the work where it may be

desired that he give direction, orders within the scope of these specifications may be given by the Park Services Manager or his/her authorized representative, and Contractor shall instruct its staff to follow these orders as though they had been issued by Contractor.

13. SUSPENSION OF CONTRACT

If, at any time, in the opinion of the District, Contractor has failed to supply an adequate workforce, or equipment of proper quality, or has failed in any other respect to execute the work with the diligence and force specified and intended in and by the terms of this Agreement, notice thereof, in writing, shall be served upon Contractor. Should Contractor neglect or refuse to provide means for satisfactory compliance with this Agreement, as directed by the Parks Supervisor or his/her authorized representative, within the time specified in such notice, the District Board may suspend this Agreement. Upon receiving notice of such suspension, the Contractor's control shall terminate, and thereupon the District may hire such force and buy or rent such additional machinery, tools, appliances and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the conduct of the work and for the completion thereof; or may employ the necessary workmen, substitute other parties to perform the work required under this Agreement; employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for in such a manner, as the District Board may deem proper or the District Board may annul and cancel the Agreement and related work. Any excess cost arising there from over and above the contract price shall be charged against the Contractor and his sureties from liability for failure to fulfill this Agreement.

The Contractor and his sureties shall be credited with the amount of money so forfeited toward all excess cost over the operations of this Agreement and the completion of the work by the District as above provided.

14. LAWS TO BE OBSERVED

Contractor shall keep itself and its employees and agents fully informed of, and ensure that all work and services are provided in compliance with, all Federal and State laws, and all municipal ordinances and regulations of the District which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdictions or authority over the same.

Contractor shall comply with all applicable provisions of the Federal law, State law, and the Camarillo Municipal Code including those relating to illicit discharges.

Contractor shall be aware that sections of the Irrigation systems are supplied with Recycled Water. All labor and installations shall be performed in accordance with the rules and regulations of the California Department of Public Health, and all laborers shall be appropriately trained and licensed to work on non-potable water systems.

15. INCLEMENT WEATHER

Contractor shall not work or perform any operations during inclement weather which may destroy or damage ground cover or turf areas. Contractor shall contact the Contract Officer for the determination of non-operation conditions.

16. WAGES

Contractor shall ensure that all maintenance and other services provided pursuant to this Agreement are provided in accordance with all applicable laws and regulations relating to the payment of prevailing wages and in accordance with State of California Department of Industrial Relations General Prevailing Wage Determination for Landscape Maintenance [Craft: Landscape Irrigation, Maintenance, and Operations (10C, 18A, 18C)] for Ventura County. Refer to www.dir.ca.gov/dlsr/pwd for detailed information. A copy of the current, General Prevailing Wage Determination for Landscape Maintenance is available at the Camarillo Parks office. Contractor further understands and agrees as follows:

- A. That the statutory provisions for penalties for failure to pay prevailing wages will be enforced (Labor Code §1775) and the statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced. (Labor Code §1813.)
- B. That Contractor must comply with the statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection. (Labor Code §1776.)
- C. Contractor will comply with the statutory requirements relating to the employment of apprentices. (Labor Code §1777.5.)
- D. Eight hours' labor constitutes a legal day's work as described in Labor Code §1810.
- E. Contractor must secure the payment of workers' compensation to its employees as provided in Labor Code §§1860 and 3700. In addition, the Contractor must sign and file a statutorily prescribed statement acknowledging its obligation to secure the payment of workers' compensation to its employees before beginning work. (Labor Code §1861.)
- F. Contractor acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations, determine that Contractor has failed to pay the general prevailing wage rates of per diem wages and/or overtime and holiday wages required for any of the work provided hereunder, Contractor shall indemnify, defend, and hold the District harmless from any such determinations, or actions (whether legal, equitable or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of prevailing wage law.

17. SURETIES AND INSURANCE

Contractor shall provide the District with a Faithful Performance Bond and a Labor and Material Bond (Payment Bond) within fifteen (15) days from the date of written notice of the award and before commencement of any work under this Agreement as described in the Request for Proposal for Landscape Maintenance Services.

All insurers and sureties must be rated A or better according to the most recent A.M. Best Co. Rating Guide. The selected contractor shall deliver, concurrently with execution of the agreement and delivery of said payment bond and performance bond, to the District the following documents:

- (a) A copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or
- (b) A certificate from the Clerk of the County of Ventura that the "Certificate of Authority" of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the "Certificate of Authority" of the Insurer or Surety has been suspended, that renewed authority has been granted.

Failure of Contractor to deliver these documents by the time of execution of this Agreement shall require the District to refrain from entering the Agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the District, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, District shall contact the bond company to verify the bond's validity.

| PARK | CODE | AMOUNT |
|-----------------------|------|--------------------------|
| ADOLFO PARK | 450 | 440 |
| ARNEILL RANCH PARK | 451 | 591 |
| BIRCHVIEW PARK | 447 | 136 |
| BOB KILDEE PARK | 421 | 1,350 |
| CALLEGUAS CREEK PARK | 460 | 440 |
| CAMARILLO GROVE PARK | 427 | 440 |
| CARMENITA PARK | 461 | 591 |
| CHARTER OAK PARK | 452 | 591 |
| COMMUNITY CENTER PARK | 422 | 713.83 |
| DOS CAMINOS PARK | 443 | 743 |
| ENCANTO PARK | 444 | 288 |
| FOOTHILL PARK | 445 | 288 |
| HERITAGE PARK | 457 | 895 |
| LAURELWOOD PARK | 456 | 288 |
| LOKKER PARK | 448 | 895 |
| MISSION OAKS PARK | 425 | 1,198 |
| NANCY BUSH PARK | 441 | 440 |
| PITTS RANCH PARK | 426 | 1,350 |
| QUITO PARK | 446 | 895 |
| SPRINGVILLE PARK | 459 | 440 |
| MEL VINCENT PARK | 463 | 440 |
| TRAILSIDE PARK | 447 | 136 |
| VALLE LINDO PARK | 424 | 1,198 |
| WOODCREEK PARK | 454 | 136 |
| WOODSIDE PARK | 455 | 591 |
| | | TOTAL \$15,513.83 |

COMPANY NAME: Natural Green Landscaping Inc.

C. FIRST YEAR TOTAL COST \$186,166.00

D. SECOND YEAR TOTAL COST \$187,381.00

E. THIRD YEAR TOTAL COST \$188,381.00

F. TOTAL THREE YEAR CONTRACT COST (Items C-E) \$561,928.00

TOTAL THREE YEAR CONTRACT COST IN WORDS:

FIVE HUNDRED SIXTY ONE THOUSAND DOLLARS
NINE HUNDRED TWENTY EIGHT.



1-16-18

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

The initial term of this Agreement shall be for three years, commencing on the contract effective date. There shall be two (2) additional two-year extension options, at the sole discretion of the District. To exercise its extension option, the District may give Contractor written notice of its election to exercise the option at least 90 days prior to Agreement expiration. Upon the provision of such notice by the District, the parties shall enter an amendment to this Agreement.

Level of Service

The following are the service levels required for each of the maintenance tasks to be provided by Contractor. All service levels apply to the associated facilities and parks, landscape areas included in Appendix 1, "Facilities Descriptions".

Daily service levels are designated as Monday through Friday (M-F) (5 days per week).

1) Turf Management

- (a) Mowing
- (b) Turf edging & trimming
- (c) Recreation Turf
- (d) Renovation
- (e) Turf irrigation
- (f) Litter & leaf pick-up
- (g) Turf fertilization
- (h) Aeration

Service Level

Once a week any day of the week or M-F
Once a week any day of the week or M-F
Daily (M-F)
As directed by District
Managed by automation as needed
As needed
Two times annually - chemically balanced
Twice annually

2) Hardscape Management

- (a) Parking Lots
- (b) Picnic Shelters
- (c) Walkways & patios
- (d) Play areas, sand areas

Service Level

Inspected (1 day per week, including curbs)
Includes garbage cans emptied (1 day per week)
Cleared (1 day per week)
Inspections and rake thoroughly (1day per week)

3) Trees, Shrubs & Ground Cover Areas

- (a) Shrub Maintenance
- (b) Ground Cover (weeding)
- (c) Cultivation
- (d) Pruning

Service Level

Monthly
Weekly
Monthly
Weekly

5) Park and Other Equipment

- (c) Trash Containers

Service Level

Emptied, cleaned or replaced as needed

Working Time Limits

All work shall be performed between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and as otherwise specified in this Agreement. The majority of maintenance tasks shall be completed Monday through Friday. Some maintenance tasks and "as needed" frequency may require Saturday and Sunday work by Contractor as specified by the District. The District reserves the right to adjust hours.

Coordination of Activities

Contractor shall coordinate work with the District to prevent conflict with District recreation programs, activities and events occurring at District facilities maintained by the Contractor.

Weekly Reporting and Maintenance Schedules

Contractor shall make weekly contact with the Park Services Manager or his designee to discuss work level and effort, as well as maintenance performance. Contractor shall provide the District with a weekly log sheet showing the names, dates, and hours worked of all employees for the previous week, on the following Monday.

Contractor shall deliver weekly (Monday through Sunday) maintenance schedules identifying specific job tasks and the frequencies of performance each day of the scheduled period to the Park Services Manager or his designee no later than the Wednesday prior to the start of the scheduled weekly maintenance.

EXHIBIT "E"
TECHNICAL PROVISIONS – SERVICE LEVEL STANDARDS

The following pages describe the Service Level Standards of the maintenance tasks that Contractor is responsible for. These Service Level Standards shall apply to all facilities and areas included in Appendix 1, "Facilities Descriptions."

1. **TURF MANAGEMENT**

(a) **Mowing** - All turf areas shall be mowed once per week. Mowing heights should be set at 1 to 1.5 inches during the winter and should not exceed two (2) inches in the summer.

(b) **Turf Edging, Trimming and Weed Whacking** - Turf edging, trimming and weed whacking shall be performed once per week concurrently with mowing. All valve boxes, light poles, any obstacle that are in the turf areas need to be weed whacked, edged turf areas shall be cleaned (swept) to complete the edging function within the same workday as edging and trimming is performed.

(c) **Recreation Turf** - These areas shall be inspected daily on designated mow days for holes, wet spots, uneven surfaces, defective sprinklers and other hazards, and any required corrective action taken immediately.

(d) **Renovation** - Turf renovation shall be performed on a spot basis as needed to eliminate excessive thatching or to rehabilitate worn areas.

(e) **Litter and Leaf Pick-up** - Litter and leaf pick-up shall be performed on designated mow days to maintain a neat and clear appearance.

2. **HARDSCAPE MANAGEMENT**

(a) **Parking Lots** - All parking lots shall be inspected on designated mow days (M-F). All weeds growing in cracks shall be removed weekly or sprayed with Round-up.

(b) **Picnic Shelters** - Picnic shelter surfaces shall be inspected daily on designated mow days for litter and trash pick-up. Garbage cans shall be emptied on designated mow days.

(c) **Walkways and Patios** - All walkways and patios shall be kept clean of litter, debris, weeds and dirt. Areas that are close to building entry areas shall be cleaned as needed to keep the area free from litter and blown-in soil. Graffiti shall be reported to the District immediately.

3. **TREES, SHRUBS AND GROUND COVER AREAS**

(a) **Shrub Maintenance** - All shrubbery plantings shall be pruned in a natural method. No shearing shall be done unless shrubbery planted is intended to be formal. Pruning shall be completed at times that culturally allow natural flowering. Shrub planting areas shall be kept free at all times of litter and weeds. Shrub planters shall be mulched and cultivated to promote healthy plants and minimize water needs. Application

of pesticides shall be completed only on non-windy days and prior to 9:00 a.m. All shrub areas shall be fertilized two (2) times annually to promote maximum foliage and flowers.

(b) Ground Cover – All ground cover areas shall be kept at all times free of weeds and litter. Weed control shall be accomplished through a balanced program of pre-emergent and post-emergent chemical application and mechanical or hand removal. Ground cover areas shall be pruned to maintain a minimum four inches (4") of clearance behind edges of curbs, sidewalks, and turf areas. Ground cover areas shall be fertilized two (2) times annually to promote tight growth, flowers, foliage and healthy plants. The application of pesticides shall occur as needed on non-windy days and prior to 9:00 a.m.

(c) Cultivation – Shrub planters and ground cover areas shall be cultivated to a depth of 2-3 inches at least twice a year to encourage plant growth, to promote water conservation and to reduce the quantity of weed growth.

(d) Tree Pruning – All street and parkway trees are pruned under a separate contract. Emergency work and/or safety clearance pruning maybe authorized by the Park Services Manager or his designee. All work shall conform to Pruning Standards of Western Chapter ISA and these specifications. In all cases the District's representative shall have complete and sole discretion in determining conformance and acceptability of trees pruned by the Contractor. Pruned trees rejected by the District's representative shall be excluded from payment, or redone at no cost, to the satisfaction of the District's representative.

(e) Tree Protection – Use of weed whackers or other equipment in a manner that scores or otherwise damages the bark of a tree, such as may cause girdling, is specifically prohibited. Should the Contractors operations result in tree girdling, the tree will be remedied to the satisfaction of the District's representative, up to and including the removal of the damaged tree and replacement with a mature boxed tree equivalent to the damaged tree. This removal and replacement will be at no additional cost to the District.

5. PARK AND OTHER EQUIPMENT

(a) Trash Containers - All trash containers shall be emptied daily on designated mow days. A minimum 1.7 mill thick disposable liner shall be placed in each trash container at the time each container is emptied.

(b) Drinking Fountains - All exterior drinking fountains shall be inspected once each week. Inoperable drinking fountains shall be written down and put on safety inspection sheet.

6. WEED ABATEMENT

(a) Weed Abatement - Contractor shall inspect 1 day per week (M-F) and cut and remove all grass/weed material growing in the soil or gravel weekly or as needed (M-F).

PROPOSER

- 1) Name of Proposer Gilbert Zaragza Jr. / Natural Green Lands Inc.
- 2) Address of Proposer 5661 Perkins Rd.
Oxnard CA, 93033
- 3) Proposer intends to operate the business with which this proposal is concerned as a Sole Proprietorship ; Partnership ; Corporation ; Joint Venture ; or Explain: _____


Signature

SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, furnish the following:

- 1. Name in full _____
- 2. Address _____
- 3. Birth date _____ Place of Birth _____
- 4. Social Security No. _____
- 5. State Driver's License No: _____

Partnership Statement

If a Partnership, answer the following:

1. Date of organization _____

2. General Partnership
 Limited Partnership

3. Statement of Partnership recorded: Yes No

| Date | Book | Page | County |
|------|------|------|--------|
|------|------|------|--------|

4. Certificate of limited Partnership recorded: Yes No

| Date | Book | Page | County |
|------|------|------|--------|
|------|------|------|--------|

5. Has the partnership done business in Ventura County?

Yes No Explain: _____

6. Name, address, and partnership share of each general partner:

| Name of Partner | Address | Share |
|-----------------|---------|-------|
| | | |
| | | |
| | | |
| | | |
| | | |

FINANCIAL DATA

FINANCIAL STATEMENT

Attach a complete report, prepared in accordance with acceptable accounting practice, reflecting your current financial condition. The report must include a balance sheet and income statement. Be prepared to substantiate all information shown.

SURETY INFORMATION

Has any surety or bonding company ever been required to perform upon your default?

Yes

No

If yes, attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.

BANKRUPTCY INFORMATION

Have you ever been declared bankrupt? Yes No

If yes, state date, court jurisdiction, amount of liabilities, and amount of assets.

PENDING LITIGATION

Provide detailed information regarding present or threatened litigation, liens, or claims involving any participant in the proposal. If there are none, state that there is no existing or threatened litigation, lien, or claims against any participant in the proposal.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the District Board of Directors for the purposes of this Agreement. The availability of funding is affected by matters outside the District's control, including other governmental entities. Accordingly, the District has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Contractor shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than _____.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. GILBERT ZARALOA is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for District to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of District.

**LABOR AND MATERIAL BOND
(PAYMENT BOND)**

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, (“District”), has awarded to Natural Green Landscape Inc., as Contractor (“Principal”), a Contract for the work entitled and described as follows:

LANDSCAPE MAINTENANCE SERVICES

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Principal and Surety, are held and firmly bound unto the District in the sum of _____ (\$ _____), this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney’s fee to the District in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Principal, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the District or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney’s fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED OWNERS, LESSEES OR
CONTRACTORS AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: AES103509902

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|---|--|
| ALL PERSONS OR ORGANIZATIONS WHERE WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRES ADDITIONAL INSURED COMPLETED OPERATIONS. THIS FORM DOES NOT APPLY TO YOUR WORK ON "RESIDENTIAL PROPERTY" | |
| <small>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</small> | |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

| Schedule | |
|---|----|
| Subject to an Overall Policy Aggregate Limit: | \$ |

(Information required to complete this Schedule, if not shown above, will be shown in Declarations.)

- A.** Paragraphs **2.** and **3.** of **SECTION III – LIMITS OF INSURANCE** are replaced by the following:
 - 2.** The Overall Policy Aggregate Limit is the most we will pay for the sum of
 - a.** Medical expenses under Coverage **C**;
 - b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c.** Damages under Coverage **B**.
 - 3.** The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" to each of your projects away from premises owned by or rented to you.
- B.** The following is added to **SECTION III – LIMITS OF INSURANCE**:
 - 8.** Subject to Paragraph **2.** and **3.** above, the General Aggregate Limit is the most we will pay under for the sum Coverage **A**, Coverage **B**, or Coverage **C** to each of your projects away from premises owned by or rented to you.

POLICY NUMBER: AES103509902

COMMERCIAL GENERAL LIABILITY
NX GL 009 08 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| | |
|--------------|--|
| Third Party: | All persons or organizations where required by written contract with the Named Insured |
|--------------|--|

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph 4. of **SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance:

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Blanket as required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT To RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right To recover our payments from anyone liable For an injury covered by this policy. We will Not enforce our right against the person Or organization named In the Schedule. (This agreement applies only To the extent that you perform work under a written contract that requires you To obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration Of your employees While engaged In the work described In the Schedule.

The additional premium For this endorsement shall be 2% Of the California workers' compensation premium otherwise due on such remuneration.

Schedule

| Person or Organization | Job Description |
|---|------------------------|
| Any person or organization as required by written contract. | |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

| | | | | | |
|-----------------------|-------------------------------------|------------|------------|-----------------|--------|
| Endorsement Effective | 11/5/2017 | Policy No. | SWC1173068 | Endorsement No. | 0 |
| Insured | Natural Green Landscape Inc | | | Premium \$ | 101488 |
| Insurance Company | Security National Insurance Company | | | | |

Countersigned by _____



GENERAL AGREEMENT OF INDEMNITY COMMERCIAL SURETY

This General Agreement of Indemnity (hereinafter the "Agreement") is made and entered into by the following undersigned individuals, corporations, and/or other business entities Natural Green Landscape, Inc.; Gilbert Zaragoza Jr.

(individually and collectively hereinafter called "Indemnitors"), jointly and severally, in favor of Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, LM Insurance Corporation, The First Liberty Insurance Corporation, Liberty Insurance Corporation, and any other company that is part of or added to the Liberty Mutual Group, severally not jointly, (individually and collectively hereinafter called "Surety") with respect to any bonds, undertakings, recognizances, reinsurances, instruments of guarantee or other Surety obligations (individually and collectively hereinafter called "Bonds"), requested from and/or issued by the Surety before, on or after the date of this Agreement, for:

- (i) any of the Indemnitors, and any Indemnitor added hereto by written amendment;
- (ii) any of the Indemnitors' subsidiaries or affiliates, whether present or future, and whether directly or indirectly held; and/or
- (iii) any other entity or person in response to a request from any party described in items (i) or (ii) above (including requests from their agents, brokers or producers);

and as to all of the foregoing, whether they act alone or in joint venture with others whether or not said others are named herein (individually and collectively hereinafter called "Principals").

WHEREAS, the Indemnitors and Principals desire Surety to execute Bonds on their behalf, or to renew, continue, extend, replace or to refrain from canceling Bonds; and WHEREAS, at the request of Indemnitors and Principals and with the understanding that this Agreement be given and in reliance upon this Agreement, the Surety has heretofore or has presently been requested to and/or has executed or has procured to be executed, and, from time to time hereafter, may be requested to and/or may execute or may procure to be executed, Bonds for the Principals;

NOW, THEREFORE, in consideration of these premises, and intending to be legally bound hereby, the Indemnitors and Principals for themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, hereby covenant and agree, in favor of the Surety, its successors and assigns, as follows:

1. **BENEFICIAL INTEREST** - The Indemnitors represent and warrant that each of them is specifically, materially and beneficially interested in the procurement and/or issuance of each of the Bonds for each of the Principals.
2. **PREMIUMS** - The Principals or Indemnitors shall pay to the Surety, promptly upon demand, all premiums, costs and charges of the Surety for any Bonds requested from and/or issued by the Surety, in accordance with the Surety's rate filings, its manual of rates, or as otherwise agreed upon, and where such premium, costs and charges are annual, continue to pay the same, until the Principals or Indemnitors shall serve evidence satisfactory to the Surety of its discharge or release from all liability under any Bonds.
3. **DECLINE EXECUTION** - The Surety has no obligation to execute, renew, continue, extend, amend or replace any Bonds, including final bonds (regardless of whether the Surety has issued a bid or proposal bond), and may, at its sole discretion, decline to do so. The Surety may cancel any Bonds unless the Bonds state otherwise, and the Principals and Indemnitors shall make no claim to the contrary. The Principals and Indemnitors shall make no claim relating to the failure or refusal of any person or entity to accept any of the Surety's Bonds or to award any contract to any Principals.
4. **CHANGES** - Assent by the Surety to changes in any Bonds and/or in the contracts or obligations covered by any Bonds or refusal so to assent shall not release or in any way affect the obligations of the undersigned to the Surety.
5. **INDEMNITY** - The Indemnitors shall exonerate, indemnify and save harmless the Surety from and against any and all losses, costs, and damages of whatsoever kind or nature, including, but not limited to, counsel and consultant fees and expenses, court costs, and pre- and post-judgment interest (such interest to accrue from the date of a breach of this Agreement or a breach of any other written agreements executed with or in favor of the Surety by any Indemnitors and/or Principals (hereinafter called the "Other Agreements")), which the Surety may at any time sustain or incur by reason of the extension of surety credit to any Principal, including but not limited to: (1) the request to execute, procure, or deliver any Bonds; (2) the execution, procurement or delivery of any Bonds, whether already or hereafter executed; or the renewal or continuation thereof; (3) making any investigation or payment; (4) obtaining a release from any Bonds or other obligations related to the extension of surety credit; or (5) the prosecution, defense, or obtaining a release from any action brought in connection therewith, including those subject to bankruptcy court jurisdiction, and, further, those actions relating to the recovery or attempt to recover any salvage, the failure of the Principals or Indemnitors to perform or comply with the terms of this Agreement or any Other Agreements, and in the enforcement of the terms of this Agreement or any Other Agreements. The Principals and Indemnitors agree that in any accounting between any of them and the Surety, vouchers or other evidence of payment(s) incurred by the Surety shall constitute *prima facie* evidence of the fact and extent of the liability of the Principals and Indemnitors to the Surety.
6. **SETTLEMENTS** - The Surety shall have the right, at its option and sole discretion, to adjust, settle or compromise any claim, demand, suit or judgment upon any Bonds.

7. **BOOKS AND RECORDS** - Until such time as the Surety has been furnished with evidence (satisfactory to the Surety in its sole discretion) of its discharge, without loss, from any and all Bonds, and the Surety is fully reimbursed all amounts due to it under this Agreement or Other Agreements, the Surety shall have the right to reasonable access to the books, records and accounts of the Principals and Indemnitors for the purposes of inspection, copying or reproduction. The Principals and Indemnitors hereby authorize and request that (i) any depositories in which funds of any of the Principals and Indemnitors may be deposited shall furnish to the Surety the amount of such deposits as of any date requested; and (ii) any person or entity doing business with the Principals and Indemnitors shall furnish to the Surety any information requested by the Surety that is related or relevant to any Bonds, bonded contracts or obligations, or any obligations of the Principals and Indemnitors to the Surety under this Agreement or Other Agreements.
8. **ASSIGNMENT, SECURITY AND EVENTS OF DEFAULT** - The Principals and the Indemnitors hereby grant, assign, pledge and convey to the Surety, as security for the full performance of their obligations under this Agreement and for the payment of any other indebtedness or liability of the Principals and Indemnitors to the Surety, whether heretofore or hereafter incurred, a lien on and security interest in and to the Principals' and/or Indemnitors' interest, title and rights in: (a) the proceeds of any insurance policy affording coverage for all or part of any bonded obligations; and (b) the contracts or the obligations that are the subject of the Bonds, or that grow in any manner out of the Bonds, including without limitation all proceeds thereof, whether such interest, title and rights are accounts or general intangibles (as defined in the relevant Uniform Commercial Code). While the lien and security interest granted to the Surety herein is effective immediately and may be evidenced by the filing of a financing statement by the Surety at any time, the Surety may exercise its remedies with respect to such lien and security interest hereunder and under applicable law only in the event of: 1) any abandonment, forfeiture or breach of any contract or obligations referred to in the Bonds or any breach of any Bonds; or 2) a default in discharging any other indebtedness or liability incurred in connection therewith, when due; or 3) any breach of this Agreement or any Other Agreements; or 4) any assignment by the Principals or Indemnitors for the benefit of creditors, or upon any one or more of the Principals' or Indemnitors' involvement in any agreement or proceeding of liquidation, receivership, or bankruptcy, whether insolvent or not. The Principals and Indemnitors hereby irrevocably grant, appoint and constitute the Surety as their attorney-in-fact with the full right and authority, but not the obligation, to exercise all rights of the Principals and Indemnitors assigned and set over to the Surety in this Agreement, including the authority to execute on behalf of the Principals and Indemnitors any documents or agreements deemed necessary and proper by the Surety in order to give full effect not only to the intent and meaning of the within assignments, but also to the full protection intended to be given to the Surety under all other provisions of this Agreement. The Principals and Indemnitors hereby ratify all actions taken and done by the Surety as attorney-in-fact. Principals and Indemnitors agree to use their best efforts to effectuate all provisions of this paragraph. This Agreement shall constitute a Security Agreement to the Surety and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect, and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety under this Agreement, under law or in equity. The Principals and Indemnitors hereby authorize Surety to file such financing statements as Surety deems necessary or appropriate to perfect the liens and security interests granted herein.
9. **TAKEOVER OF PERFORMANCE** - Upon the happening of any of the events of default described in 1) through 4) of paragraph 8, irrespective of whether the Surety exercises any of its rights and remedies under paragraph 8, the Surety shall have the right, but not the obligation, with or without exercising any other right conferred upon it by law or under the terms of this Agreement, to take over part or all of the performance under any contract(s) or obligation(s) covered by any Bond, and at the expense of the Principals and Indemnitors to complete or arrange for the completion of the same, and the Principals and Indemnitors shall promptly, upon demand, pay to the Surety all losses, costs and damages of whatsoever kind or nature incurred by the Surety, including, but not limited to, counsel and consultant fees and expenses.
10. **TRUST FUNDS** - The Principals and Indemnitors hereby understand, agree and declare that all of their interest, title and rights in the contract or the obligations that are the subject of a Bond, or that grow in any manner out of said Bond, including but not limited to funds required by statute or regulation to be held in trust for the benefit of any obligee, are trust funds, whether in the possession of the Principals or Indemnitors or otherwise, for the benefit of Surety for any liability or loss it may incur or sustain under said Bond, including but not limited to the payment of obligations incurred in the performance of the bonded contract or obligations; and, further, it is expressly understood, agreed and declared that these trust funds also inure to the benefit of the Surety for any liability or loss it may have or sustain under any other Bonds, under this Agreement, or under any Other Agreements, and this Agreement constitutes notice of the existence of such trust.
11. **DISCHARGE/PLACE IN FUNDS** - The Indemnitors will, within thirty (30) calendar days or within the Shorter Period (defined below) following the date of Surety's written demand, either: (i) procure the discharge of the Surety from any Bonds and all liability by reason thereof, or, if the Indemnitors are unable to secure such discharge; (ii) place the Surety in immediately available funds in an amount equal to the aggregate amount of the penal sums of all Bonds for which discharge has been demanded; regardless of whether, with respect to any of said Bonds: (a) the Surety has established any reserve; (b) the Surety has made any payments or incurred any liability; or (c) the Surety has received any notice of any claims. If the terms of any outstanding Bonds require the Surety to make payment to the obligee(s) of said Bonds in less than thirty (30) calendar days (which period shall be called the "Shorter Period"), then with respect to such Bonds only, the Surety may require that it be discharged or placed in funds pursuant to this paragraph within said Shorter Period, again regardless of whether the Surety has received any demand or notice of any claims, established any reserve, or made any payments or incurred any liability with respect to such Bonds. The Surety shall send its written demand to the Indemnitors' last known address by overnight courier or by registered or certified mail, and such demand shall be effective upon the date of mailing by the Surety. The terms of this paragraph may be modified by a written amendment to this Agreement, entered into by the Surety and the Indemnitors, providing alternative methods of funding or collateralizing any bonded obligations, but Surety has no obligation to enter into any such alternative arrangements and may do so, or decline to do so, at its sole election and discretion. The Indemnitors hereby represent and acknowledge that if the Indemnitors breach their obligations set forth in this paragraph, the Surety will have no adequate remedy at law, will suffer irreparable harm, and shall be entitled to injunctive relief enforcing the terms of this paragraph, as well as a final decree, order or judgment granting Surety specific performance of the terms of this paragraph.

12. **OTHER INDEMNITY** - The addition to this Agreement of any Indemnitor, including any entities acquired after the date of this Agreement, may be effected by written amendment executed by such Indemnitor only. The Indemnitors shall continue to remain bound under the terms of this Agreement and any Other Agreements even though the Surety may from time to time heretofore or hereafter, with or without notice to or knowledge of the Indemnitors, accept indemnity obligations or collateral from, or release or reduce indemnity obligations or collateral, or release or apply any specific underwriting requirements to, any current or future Principals or Indemnitors for any reason. The Indemnitors waive notice of the Surety's acceptance, release or reduction of any indemnity obligations or collateral or specific underwriting requirements of any current or future Principals or Indemnitors, and agree that they shall make no defense to the enforcement of this Agreement or any Other Agreements based on such action by the Surety.
13. **SURETIES** - In the event the Surety procures the execution of any Bonds by other sureties, or executes any Bonds with co-sureties, or reinsures any portion of any Bonds with reinsuring sureties, then all the terms and conditions of this Agreement shall inure to the benefit of any such other sureties, co-sureties and reinsurers, their successors and assigns, as their interests may appear.
14. **CHANGE IN CONTROL** - The Indemnitors agree to provide the Surety with, at a minimum, forty-five (45) days prior written notice of a Change in Control (defined below) and to designate the name and address of the Indemnitor with whom the Surety should correspond with respect to this paragraph, which Indemnitor (hereinafter called the "Designated Indemnitor") all Indemnitors agree is designated to act on behalf of them pursuant to this paragraph. Upon receipt of such notice, the Surety shall advise the Designated Indemnitor, in writing by overnight courier or by registered or certified mail, of the Surety's election to either (i) approve such Change in Control; or (ii) demand that the Indemnitors procure the discharge of the Surety from any Bonds and all liability by reason thereof. If the Indemnitors fail to give the Surety timely notice of a Change in Control, or if the Surety does not approve the Change in Control and if such discharge is not procured to the sole satisfaction of the Surety then, immediately, upon the Surety's written demand, the Indemnitors shall deposit a sum of cash or collateral, of a type and value satisfactory to the Surety, equal to the aggregate penal sum of the then outstanding Bonds, as determined by the Surety in its sole discretion. The terms of this paragraph may be modified by a writing entered into by the Surety and the Indemnitors providing alternative methods of funding or collateralizing any bonded obligations, but Surety has no obligation to enter into any such alternative arrangements and may do so, or decline to do so, at its sole election and discretion. The Indemnitors hereby represent and acknowledge that if any Indemnitor breaches the obligations set forth in this paragraph, the Surety will have no adequate remedy at law, will suffer irreparable harm, and shall be entitled to injunctive relief enforcing the terms of this paragraph, as well as a final decree, order or judgment granting Surety specific performance of the terms of this paragraph.
- "Change in Control" shall mean (in one transaction or a series of transactions): (a) the transfer, merger or consolidation of all or substantially all of the assets of any of the non-individual Indemnitors; (b) the acquisition by any person or group, directly or indirectly, of fifty (50%) percent or more of the beneficial ownership or control of any of the Indemnitors; or (c) the acquisition by any of the Indemnitors, directly or indirectly, of fifty (50%) percent or more of the beneficial ownership or control in any joint venture, subsidiary, division, affiliate, limited partnership, limited liability partnership, limited liability company or other entity through the issuance of ten (10%) percent or more of the voting power of the total outstanding voting stock of any of the Indemnitors.
15. **INVALIDITY** - Invalidity of any provision of this Agreement by reason of the laws of any jurisdiction shall not render the other provisions hereof invalid. In case any of the parties set forth in this Agreement fail to execute the same, or in case the execution hereof by any of the parties be defective or invalid for any reason, including lack of authority to bind any party, such failure, defect or invalidity shall not in any manner affect the validity of this Agreement or the liability hereunder of any of the parties executing the same, but each and every party so executing shall be and remain fully bound and liable hereunder to the same extent as if such failure, defect or invalidity had not existed. Each party agrees to execute promptly any documentation necessary to cure any such failure, defect or invalidity.
16. **ENFORCEMENT** - The availability of any particular right or remedy shall not be prejudiced by either (i) a delay by Surety in exercising it, or (ii) Surety's decision to exercise or not exercise any other right or remedy. The obligations of the Principals and Indemnitors hereunder shall be in addition to, and not in lieu of, their obligations to the Surety under any Other Agreements, and in the event of any conflict or inconsistency between the terms of this Agreement and the terms of any of the Other Agreements, the term or interpretation most favorable to the Surety, as determined by the Surety, shall control. Separate suits may be brought under this Agreement and any Other Agreements as causes of action accrue, and the bringing of suit or the obtaining of judgment or recovery of damages upon any cause of action shall not prejudice or bar the bringing of other suits or the obtaining of judgment or recovery of damages upon other causes of action, whether theretofore or thereafter arising. The Indemnitors' liability under this Agreement is joint and several, and the Surety may enforce any or all of the terms and conditions of this Agreement against any or all of the Indemnitors, or any combination of some but less than all of the Indemnitors, at the Surety's sole discretion and election.
17. **GOVERNING LAW** - This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to the conflict of laws principles thereof), except to the extent superseded by U.S. federal law. As to all legal actions or proceedings related to this Agreement, Indemnitors consent and agree to the general jurisdiction of any state or Federal court of the United States or its territories having proper subject matter jurisdiction or in which claim may be brought against Surety under any Bond, and hereby waive any claim or defense in such action or proceeding based on any alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar basis.

12. **OTHER INDEMNITY** - The addition to this Agreement of any Indemnitor, including any entities acquired after the date of this Agreement, may be effected by written amendment executed by such Indemnitor only. The Indemnitors shall continue to remain bound under the terms of this Agreement and any Other Agreements even though the Surety may from time to time heretofore or hereafter, with or without notice to or knowledge of the Indemnitors, accept indemnity obligations or collateral from, or release or reduce indemnity obligations or collateral, or release or apply any specific underwriting requirements to, any current or future Principals or Indemnitors for any reason. The Indemnitors waive notice of the Surety's acceptance, release or reduction of any indemnity obligations or collateral or specific underwriting requirements of any current or future Principals or Indemnitors, and agree that they shall make no defense to the enforcement of this Agreement or any Other Agreements based on such action by the Surety.
13. **SURETIES** - In the event the Surety procures the execution of any Bonds by other sureties, or executes any Bonds with co-sureties, or reinsures any portion of any Bonds with reinsuring sureties, then all the terms and conditions of this Agreement shall inure to the benefit of any such other sureties, co-sureties and reinsurers, their successors and assigns, as their interests may appear.
14. **CHANGE IN CONTROL** - The Indemnitors agree to provide the Surety with, at a minimum, forty-five (45) days prior written notice of a Change in Control (defined below) and to designate the name and address of the Indemnitor with whom the Surety should correspond with respect to this paragraph, which Indemnitor (hereinafter called the "Designated Indemnitor") all Indemnitors agree is designated to act on behalf of them pursuant to this paragraph. Upon receipt of such notice, the Surety shall advise the Designated Indemnitor, in writing by overnight courier or by registered or certified mail, of the Surety's election to either (i) approve such Change in Control; or (ii) demand that the Indemnitors procure the discharge of the Surety from any Bonds and all liability by reason thereof. If the Indemnitors fail to give the Surety timely notice of a Change in Control, or if the Surety does not approve the Change in Control and if such discharge is not procured to the sole satisfaction of the Surety then, immediately, upon the Surety's written demand, the Indemnitors shall deposit a sum of cash or collateral, of a type and value satisfactory to the Surety, equal to the aggregate penal sum of the then outstanding Bonds, as determined by the Surety in its sole discretion. The terms of this paragraph may be modified by a writing entered into by the Surety and the Indemnitors providing alternative methods of funding or collateralizing any bonded obligations, but Surety has no obligation to enter into any such alternative arrangements and may do so, or decline to do so, at its sole election and discretion. The Indemnitors hereby represent and acknowledge that if any Indemnitor breaches the obligations set forth in this paragraph, the Surety will have no adequate remedy at law, will suffer irreparable harm, and shall be entitled to injunctive relief enforcing the terms of this paragraph, as well as a final decree, order or judgment granting Surety specific performance of the terms of this paragraph.
- "Change in Control" shall mean (in one transaction or a series of transactions): (a) the transfer, merger or consolidation of all or substantially all of the assets of any of the non-individual indemnitors; (b) the acquisition by any person or group, directly or indirectly, of fifty (50%) percent or more of the beneficial ownership or control of any of the Indemnitors; or (c) the acquisition by any of the Indemnitors, directly or indirectly, of fifty (50%) percent or more of the beneficial ownership or control in any joint venture, subsidiary, division, affiliate, limited partnership, limited liability partnership, limited liability company or other entity through the issuance of ten (10%) percent or more of the voting power of the total outstanding voting stock of any of the Indemnitors.
15. **INVALIDITY** - Invalidity of any provision of this Agreement by reason of the laws of any jurisdiction shall not render the other provisions hereof invalid. In case any of the parties set forth in this Agreement fail to execute the same, or in case the execution hereof by any of the parties be defective or invalid for any reason, including lack of authority to bind any party, such failure, defect or invalidity shall not in any manner affect the validity of this Agreement or the liability hereunder of any of the parties executing the same, but each and every party so executing shall be and remain fully bound and liable hereunder to the same extent as if such failure, defect or invalidity had not existed. Each party agrees to execute promptly any documentation necessary to cure any such failure, defect or invalidity.
16. **ENFORCEMENT** - The availability of any particular right or remedy shall not be prejudiced by either (i) a delay by Surety in exercising it, or (ii) Surety's decision to exercise or not exercise any other right or remedy. The obligations of the Principals and Indemnitors hereunder shall be in addition to, and not in lieu of, their obligations to the Surety under any Other Agreements, and in the event of any conflict or inconsistency between the terms of this Agreement and the terms of any of the Other Agreements, the term or interpretation most favorable to the Surety, as determined by the Surety, shall control. Separate suits may be brought under this Agreement and any Other Agreements as causes of action accrue, and the bringing of suit or the obtaining of judgment or recovery of damages upon any cause of action shall not prejudice or bar the bringing of other suits or the obtaining of judgment or recovery of damages upon other causes of action, whether theretofore or thereafter arising. The Indemnitors' liability under this Agreement is joint and several, and the Surety may enforce any or all of the terms and conditions of this Agreement against any or all of the Indemnitors, or any combination of some but less than all of the Indemnitors, at the Surety's sole discretion and election.
17. **GOVERNING LAW** - This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to the conflict of laws principles thereof), except to the extent superseded by U.S. federal law. As to all legal actions or proceedings related to this Agreement, Indemnitors consent and agree to the general jurisdiction of any state or Federal court of the United States or its territories having proper subject matter jurisdiction or in which claim may be brought against Surety under any Bond, and hereby waive any claim or defense in such action or proceeding based on any alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar basis.

Dated as of this 7th day of MAY, in the year 2018

By signing below, each individual executing this Agreement on behalf of a business entity, and each business entity executing this Agreement on behalf of another business entity, represents and warrants that he, she or it is **duly authorized** by Indemnitor to bind Indemnitor to all of the terms and conditions of this Agreement:

ATTEST OR WITNESS:

BY:

Natural Green Landscape, Inc.

T.I.N. (if required): _____

5661 Perkins Rd.

Oxnard, CA 93033

By: [Signature], office manager
Name, Title

By: [Signature] (Seal)
Gilbert Zaragoza Jr., CEO

ATTEST OR WITNESS:

BY:

Gilbert Zaragoza, Jr.

T.I.N. (if required): 569-49-8595

5661 Perkins Rd.

Oxnard, CA 93033

By: [Signature], office manager
Name, Title

By: [Signature] (Seal)
Gilbert Zaragoza, Individually

NOTARY 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 Ventura)

On 05.07.2018 before me, Gilbert Zaragoza, Jr. Kelcey Nielsen, Notary Public, personally appeared Gilbert Zaragoza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person(s), or the entity(ies) upon behalf of which the person 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 [Signature] (Seal)

Notary Public residing at: 567 W Channel Islands Blvd

My commission expires: 02.24.2022



Pacific Tennis Courts, Inc.

530 Los Angeles Ave., Suite 115-320

Moorpark, CA 93021

Phone: (818) 991-7445 Fax: (818) 706-1951

CA LICENSE #980738 DIR #1000010871

THIS CONTRACT is entered into this 22nd day of March, 2018 by and between PACIFIC

TENNIS COURTS (hereafter CONTRACTOR) and Pleasant Valley Recreation and Park District (hereafter OWNER).

Nick Marienthal – 805-482-5396 – nmarienthal@pvrpd.org Contract No. 18068

Job: Bob Kildee Park 1605 E. Burnley St. Camarillo Page 1 of 2

CONTRACTOR AND OWNER AGREE AS FOLLOWS:

1. **CONTRACTOR** shall furnish at following submitted specifications and costs, all materials, labor, equipment, transportation and perform all work necessary for the complete installation of:
2. **CONTRACT PERIOD AND RIGHT TO WORK:** Prices quoted in this contract are valid for thirty (30) days from date of presentation. Contractor reserves the right to commence work within thirty (30) days of contract acceptance.

The following are Specifications and Costs for the: **Repair and replace bottom rail around tennis court.**

PACIFIC TENNIS COURTS, INC. TO PROVIDE THE FOLLOWING:

I. BOTTOM RAIL REPLACEMENT

- Provide and install new bottom rail around entire tennis court.
- New rail to be 1 5/8" SS40 galvanized rail
- Reattach existing chain link to new bottom rail.
- Prevailing wage included

COST: ALL MATERIAL AND LABOR FOR THE PRECEEDING \$8,675.00

PAYMENTS:

PAYMENT OF 50% DUE AT START OF WORK.

BALANCE OF 50% DUE UPON COMPLETION OF WORK.

The Provisions set forth upon the reverse hereof and any attached pages hereto are incorporated in and make a part of the **CONTRACT. IN WITNESS WHEREOF**, the parties hereto have executed the **CONTRACT** the day and year set forth below.

OWNER:

CONTRACTOR:

Dated: 5-3-18

Dated: _____

By: NICK MARIENTHAL

By: _____



Phil Carter, Pacific Tennis Courts, Inc.

GENERAL CONDITIONS

3. GUARANTEE: All work and/or materials performed by **CONTRACTOR** is guaranteed for a period of one (1) year from the time construction is completed. Guarantee does not apply to damages resulting from Acts of God.

In the construction of concrete courts, shrinkage cracks and/or spalls may appear in the slab, but do not cause any structural damage or displacement. In order to minimize the possibility of shrinkage cracks and/or spalls, **CONTRACTOR** use the least reactive aggregate available. However, neither **CONTRACTOR** nor the concrete ready mix companies guarantee against shrinkage cracks and/or spalls that may occur in the concrete slab, and the terms of our guarantee do not extend to such shrinkage cracks and/or spalls.

4. EXTRA WORK: During progress of construction, the **OWNER** may order extra work. The amount for such extra work shall be determined in advance if possible, or may be charged for at actual costs of labor and materials plus 20% for **CONTRACTORS** overhead and fee. All sums for extras shall be due and payable upon completion of each extra. For purposes of this paragraph "cost" is defined as the cost of subcontractors, labor, materials, equipment and transportation, plus ten percent overhead plus ten percent profit to the **CONTRACTOR**.

5. OWNER shall grant free access to work areas for workmen and vehicles, and shall allow areas for storage of materials and rubbish. **OWNER** agrees to keep driveways clear and available for movement and parking of trucks during normal working hours. **CONTRACTOR** shall not be held responsible for damage to utility lines, driveways, walks, lawns or shrubs by movement of trucks.

6. Unless specifically indicated, agreed price does not include costs related to the following underground occurrences: loosely compacted dirt or excessive rock, rerouting or responsibility of damage to vents, pipes, ducts, water or sewage disposal systems or wiring conduits that may be discovered in performance work.

7. In construction of concrete courts, the pumping of concrete will be an extra charge until so specified.

8. No import or export of soil unless noted in contract.

9. In the resurfacing over previously coated courts, the **CONTRACTOR** shall not be responsible for delamination caused by coatings or delamination or discolorations of surfacing caused by the leaching of impurities from within the slab or subgrade.

10. Any changes, alterations, or extras from the drawings or specifications which may be required by any public body, utility or inspector shall constitute an extra and shall be paid for the same as any other extra.

11. CONTRACTOR agrees to diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: acts of neglect or omissions of **OWNER** or **OWNER'S** employees or **OWNER'S** agents, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by **OWNER**, inability to secure material through regular recognized channels, failure of **OWNER** to make payments when due.

12. CONTRACTOR shall have the right to stop work and to keep the job idle if payments are not made to him when due. If the **OWNER** delays in making any progress payment, the **CONTRACTOR** may stop work until the **OWNER** delivers to the **CONTRACTOR**, at the **OWNER'S** expense, a payment bond executed by a corporate surety covering the cost of the balance of the work to be performed under this contract.

13. **OWNER** agrees to pay **CONTRACTOR** invoices in accordance with the terms thereon. **OWNER** further agrees to pay late charges of 1.5% per month on any amounts not paid within 30 days from date of statement, and any collection expenses and attorney fees incurred in collection of this account on any amounts not paid within 60 days from date of statement.

14. **OWNER** shall indicate to the **CONTRACTOR** the boundaries of the property and shall assume all responsibility for accuracy of said description and boundaries.

15. Any controversy arising out of the construction of the project referred to in this agreement or regarding the interpretation of this agreement or any subcontract or sub-subcontract is subject to arbitration. The **OWNER**, the **CONTRACTOR** and any subcontractors and sub-subcontractors are bound, each to the other, by this arbitration clause, provided such party has signed this agreement or has signed another contract which incorporates this agreement by reference, or signs any other agreement to be bound by this arbitration clause. Arbitration shall be had in accordance with the Rules of the American Arbitration Association, which are in effect at the time the demand for arbitration is filed. Should any party refuse or neglect to appear or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The arbitrator is authorized to award any party or parties such sums as he shall deem proper for the time, expense and trouble of arbitrator.

16. If **OWNER** demands placing of concrete or surfacing of court with a 20% or greater chance of rain and/or wind, **OWNER** agrees to be responsible for all damages to surface or slab and/or overtime of labor and/or equipment caused by rain or wind.

17. In construction of walls, fence post holes, friction piles, caissons, and wall footings, if rock or water is encountered, it may result in supplemental charges for labor and/or equipment.

18. All geologists service and/or field inspections to be paid by **OWNER** unless otherwise agreed upon.

19. Contract may be voided by **CONTRACTOR** if final working plans and/or construction details are not the same as used for estimating of proposed project.

20. INSURANCE while work is being performed under this contract, **OWNER** shall continuously provide, entirely at **OWNER'S** expense, adequate property damage and public liability insurance to cover the scope of all contemplated activities and the value of all services, labor, materials and goods involved in the work as well as reasonable claims liable to occur during the course of the work. While work is being performed under this contract, **CONTRACTOR** shall continuously provide, entirely at **CONTRACTOR'S** expense, appropriate workers compensation coverage and liability insurance to protect against any results of **CONTRACTOR'S** own negligence.

21. To preserve their right to file a claim or lien against your property certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Original contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

22. ATTORNEY'S FEES in any litigation or arbitration between the parties regarding the terms of the performance under this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees incurred in prosecuting or defending the proceeding.

The purchaser and/or lessee agrees that the title to merchandise listed herewith shall remain in Pacific Tennis Courts, Inc. until entire purchase price has been paid. Upon default of any payment the seller at his option may declare the entire balance due and payable immediately. Purchaser and/or lessee agrees to permit removal of said merchandise with or without process of law upon any default by purchaser or lessee, and to pay any and all expenses for collection or removal of said merchandise including a reasonable attorney's fee. It is further understood that any sums paid on account prior to any repossession of the above listed merchandise shall be retained as and for liquidated damages. Time is of the essence of this agreement. 1 ½% per month (18% Annual Percentage Rate) charged on past due accounts. Written permission must be obtained from seller before removing merchandise from above address.

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, (“District”), has awarded to Natural Green Landscape, Inc., as Contractor (“Principal”), a Contract for the work entitled and described as follows **LANDSCAPE MAINTENANCE SERVICES**;

WHEREAS, the Principal is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Principal and Surety, are held and firmly bound unto the District in the sum of One Hundred Eighty Six Thousand and One Hundred Sixty Six Dollars (\$ 186,166), this amount being **not less than one hundred percent (100%) of the total current annual contract price**, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney’s fee to the District in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of May, 2018.

 **PRINCIPAL**

Natural Green Landscape, Inc. Address of Surety:

The Ohio Casualty Insurance Company **SURETY**

62 Maple Avenue

Keene, NH 03431

CITY

STATE

ZIP

888-844-2663

TELEPHONE



BY: _____
(PRINCIPAL SEAL)

BY:  _____
(PRINCIPAL SEAL)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th
day of May, 2018.


PRINCIPAL
Natural Green Landscape, Inc.

The Ohio Casualty Insurance Company SURETY

62 Maple Avenue
ADDRESS OF SURETY

Keene, NH 03431
CITY STATE ZIP

888-844-2663
TELEPHONE



BY: _____
(PRINCIPAL SEAL)

BY: 
(PRINCIPAL SEAL)

**LABOR AND MATERIAL BOND
(PAYMENT BOND)**

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, (“District”), has awarded to Natural Green Landscape, Inc. _____, as Contractor (“Principal”), a Contract for the work entitled and described as follows:

LANDSCAPE MAINTENANCE SERVICES

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Principal and Surety, are held and firmly bound unto the District in the sum of One Hundred Eighty Six Thousand and One Hundred Sixty Six Dollars (\$ 186,166 _____), this amount being not less than one hundred percent (100%) of the total current annual contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney’s fee to the District in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Principal, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the District or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney’s fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th
day of May, 2018.



PRINCIPAL
Natural Green Landscape, Inc.

The Ohio Casualty Insurance Company SURETY

62 Maple Avenue

ADDRESS OF SURETY

Keene, NH 03431

CITY

STATE

ZIP

888-844-2663

TELEPHONE



BY: _____
(PRINCIPAL SEAL)

BY: 

(PRINCIPAL SEAL)

AGREEMENT NO. 18-01

**SECOND AMENDMENT TO CONTRACT LANDSCAPE MAINTENANCE SERVICES
April 1, 2023**

This Second amendment to Landscape Maintenance Contract 18-01 is entered into between the Pleasant Valley Recreation and Park District and Natural Green Landscape Inc. a California Corporation (Contractor) collectively referred to as the Parties. The effective date of this Amendment is April 1, 2023.

The Parties entered into a written agreement entitled Landscape Maintenance Contract, Agreement No. 18-1, having an effective date of March 1, 2018, to provide certain maintenance services in the amount of \$561,928 as outlined in Exhibit A of the Agreement from the Contractor

The term of the Agreement is 36 months ending on February 14, 2021. The Agreement includes provision for two, two-year extension.

On January 4, 2023, A Second Amendment entitled Addendum to Contract 18-01, was approved for a two-year extension through February 15, 2025, with a 2% annual contract increase of \$199,908 year one, and \$203,904 year two.

AMENDMENT:

1. Additional services to include mowing, edging, and weed eating at Freedom Park. Services will be completed once per week during cool season (Nov. – March) and twice per week in peak growing season (April – Oct).
2. Additional services will be on a month-to-month basis for an additional \$3,500 per month not to exceed \$21,000 or six months.

Only the provisions of the original contract noted hereon are modified by these provisions and then only to the extent noted. All provisions or portions of provisions in the original contract, which are not expressly modified by this amendment, shall remain in full force and effect.

**Pleasant Valley Recreation and Park District
1605 E. Burnley St.
Camarillo, California 93010**

**Natural Green Landscape Inc.
5661 Perkins Road
Oxnard, California 93033**

Signed By: _____
**Mary Otten
General Manager**

Signed By: _____
**Gilbert Zaragoza
Owner/Operator**

Fund 20
April Budget Adjustment

| Description | Account | Year to Date | Current Budget | Budget Adjustment | New Budget | New Budget Remaining | % of Budget Used |
|------------------------------|---------|----------------------|------------------------|-----------------------|------------------------|----------------------|------------------|
| Revenue | | | | | | | |
| Tax Apportionment | 5130 | \$ - | \$ (238.00) | | \$ (238.00) | \$ (238.00) | 0.00% |
| Interest Earnings | 5310 | \$ (11,214.24) | \$ (12,000.00) | | \$ (12,000.00) | \$ (785.76) | 93.45% |
| Assessment Revenue | 5500 | \$ (833,963.36) | \$ (1,251,393.00) | | \$ (1,251,393.00) | \$ (417,429.64) | 66.64% |
| Revenue | | \$ 845,177.60 | \$ 1,263,631.00 | \$ - | \$ 1,263,631.00 | \$ 418,453.40 | 66.88% |
| Personnel | | | | | | | |
| Full Time Salaries | 6100 | \$ 16,431.28 | \$ 21,048.00 | \$ 41,000.00 | \$ 62,048.00 | \$ 45,616.72 | 26.48% |
| Overtime Salaries | 6101 | \$ 10.32 | \$ - | | \$ - | \$ (10.32) | - |
| Cell Phone Allowance | 6108 | \$ 131.67 | \$ 162.00 | | \$ 162.00 | \$ 30.33 | 81.28% |
| Retirement | 6120 | \$ 2,690.36 | \$ 3,601.00 | \$ 7,200.00 | \$ 10,801.00 | \$ 8,110.64 | 24.91% |
| Employee Insurance | 6130 | \$ 3,513.67 | \$ 4,386.00 | \$ 5,700.00 | \$ 10,086.00 | \$ 6,572.33 | 34.84% |
| Workers Compensation | 6140 | \$ 1,843.43 | \$ 2,787.00 | \$ 5,100.00 | \$ 7,887.00 | \$ 6,043.57 | 23.37% |
| Personnel | | \$ 24,620.73 | \$ 31,984.00 | \$ 59,000.00 | \$ 90,984.00 | \$ 66,363.27 | 27.06% |
| Services and Supplies | | | | | | | |
| Incidental Costs - Assess | 6709 | \$ 18,522.28 | \$ 19,444.00 | | \$ 19,444.00 | \$ 921.72 | 95.26% |
| Grounds Maintenance | 6710 | \$ - | \$ - | \$ 37,999.00 | \$ 37,999.00 | \$ 37,999.00 | 0.00% |
| Tree Care | 6719 | \$ 56,286.60 | \$ 88,502.00 | | \$ 88,502.00 | \$ 32,215.40 | 63.60% |
| Contracted LS Services | 6720 | \$ 317,109.94 | \$ 516,049.00 | \$ (69,000.00) | \$ 447,049.00 | \$ 129,939.06 | 70.93% |
| Park Amenities - Assess | 6722 | \$ 28,810.62 | \$ 34,000.00 | | \$ 34,000.00 | \$ 5,189.38 | 84.74% |
| Bank & Registration Fees | 6950 | \$ - | \$ 70.00 | | \$ 70.00 | \$ 70.00 | 0.00% |
| Approp Redev/Collection Fees | 6960 | \$ - | \$ 3,500.00 | | \$ 3,500.00 | \$ 3,500.00 | 0.00% |
| COP Debt - PV Fields | 7950 | \$ 533,756.09 | \$ 529,760.00 | | \$ 529,760.00 | \$ (3,996.09) | 100.75% |
| Services and Supplies | | \$ 954,485.53 | \$ 1,191,325.00 | \$ (31,001.00) | \$ 1,160,324.00 | \$ 205,838.47 | 82.26% |
| Expense | | \$ 979,106.26 | \$ 1,223,309.00 | \$ 27,999.00 | \$ 1,251,308.00 | \$ 272,201.74 | 78.25% |
| Revenue Total | | \$ 845,177.60 | \$ 1,263,631.00 | \$ - | \$ 1,263,631.00 | \$ 418,453.40 | 66.88% |
| Expense Total | | \$ 979,106.26 | \$ 1,223,309.00 | \$ 27,999.00 | \$ 1,251,308.00 | \$ 272,201.74 | 78.25% |