



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**
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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: _____

ATTEST:

District Clerk

Date: _____

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

Tiffany J. Israel, General Counsel

CONTRACTOR:

Click or tap here to enter text.
a [California corporation]

By: _____
Name: Click or tap here to enter text.
Title: Click or tap here to enter text.

By: _____
Name: Click or tap here to enter text.
Title: Click or tap here to enter text.

Address: Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

2021-2024 CONTRACT SERVICES AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

EXHIBIT "A"

SCOPE OF WORK

The following sets forth the requirements for this landscape maintenance services agreement for the Pleasant Valley Fields Sports Complex located at 200 Westpark Court, Camarillo, California, 93012.

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.

The Landscape Maintenance Services contract includes services based on the outlined maintenance standards and specifications for a term of 36 months beginning on March 1, 2021 and ending February 29, 2024.

1.1 Contractor agrees to provide at his own cost and risk All labor, equipment, materials, supplies, tools, and transportation necessary for the satisfactory performance required for maintenance of parks, landscaped areas, and associated facilities which shall include but is 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.

1.2 Contractor agrees to 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 in and around but not limited to planter areas, play areas, sidewalks, play equipment, ball fields, sidewalks, and areas open to the public.
- **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.

1.3 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.

1.4 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.

1.5 CONTRACTOR STAGING AREA

The District will provide an area for staging equipment and vehicles used to perform all services required under the Agreement.

1.6 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.

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

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 “D”) at established frequencies 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 Scope of Work (Exhibit “A”) and Technical Provisions (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 the Contractor of any deficiencies noted. The results of each inspection shall be recorded and retained for reference.
- C. 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. Said compensation to the District shall be deducted from Contractor’s next payment.

2. DEFICIENCIES:

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

- A. Deficiency Notice: The Contractor must 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 within 5 days, payment for addressing the subject deficiency shall be withheld until the deficiency is corrected, without right to retroactive payments. Instead, upon such occurrence, the Contractor will be compensated as 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.
- b. **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.
- c. **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.
- d. **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.
- e. Major irrigation deficiencies shall be repaired within 12 hours and are subject to a deduction up to \$250 per occurrence for failure to make timely repairs.
The Contractor's representative shall contact the District on a weekly basis for notification of any special maintenance item(s) requiring correction.

3. CONTRACTOR'S EMPLOYEES

A. Work Force; Background Checks

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

The determination of adequacy in the number of Contractor's personnel will be made by the Parks Supervisor 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 workdays. 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 "D"). Said maintenance shall begin at 7:00 a.m. and shall be provided seven (7) days a week. Park buildings and restrooms shall be maintained daily, seven (7) days per week as described in Exhibit "D"-Technical Provisions.

B. Contractor's Representative

The Contractor shall always have an on-site representative present 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.

C. Reporting

Contractor or his representative shall meet with the Contract Officer or his representative on a 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.

4. 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 for that area may be suspended on a twenty-four (24) hours' 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.

5. 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 5, shall be considered as extra work, and shall be paid for as "Extra Work" under these specifications.

6. CHEMICAL CONTROL

Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the State Department of Health Services, 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 limited to; fertilizers, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliant, desiccants, soil sterilants and repellants. Contractor shall apply spray chemicals when air currents are still, preventing drifting onto adjoining property whether 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

Contractor shall be responsible for establishing watering time lengths for manual and automatic irrigation systems. Watering time lengths shall be adjusted based upon weather, usage, plant material type, soil condition, shade and output volume of water by the irrigation head type. Contractor shall keep watering equipment (pipes, valves, irrigation heads, irrigation controllers) in good working order. The District shall be promptly notified of any water leaks. No watering shall occur when it is raining nor shall watering conflict with pre-scheduled sports activities.

Contractor shall minimize the use of water during maintenance operations. The Contractor shall comply with all applicable requirements of the National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP) as established and adopted by the District. In keeping with the municipal NPDES requirements, washing down equipment is discouraged. The Contractor shall not permit any trash, debris, vegetative trimmings, fugitive soils, or organic materials to be discharged through sweeping, blowing or other means to any street, gutter, drainage structure, storm drain or waterway, flowing or not. In no case shall the Contractor use water to rinse or flush chemicals of any kind from equipment or a facility area into either a storm drainage or sanitary sewage system.

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 8:00 a.m. and after 7:00 p.m. or such other time as directed by the Parks 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

Contractor shall comply with all Ventura County air pollution 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

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the regulations of any legally constituted authority. Material to be disposed of shall not be burned.

10. REMOVAL AND DIVERSION OF DEBRIS

Contractor shall promptly remove all debris accumulated because 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 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 3.D. 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 because 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.

11. 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 gave 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.

12. 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 Park Services Manager or his/her authorized representative, within the time specified in such notice, the District Board of Directors may suspend or terminate this Agreement in the Board's discretion.

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.

13. 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.

14. 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.

15. 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 relation 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 PVRPD Parks Office (480 Skyway Drive, Camarillo). 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.

**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: [Click or tap here to enter Company Name.](#)

A. TOTAL ANNUAL COST (First Year) \$263,770.00

B. TOTAL ANNUAL COST (Second Year) \$319,627.00

C. TOTAL ANNUAL COST (Third Year) \$329,215.00

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 /\$70</u> /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

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>60.00</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.

Click or tap here to enter text.
Company Name

Click or tap here to enter text.
Witness Name

Signature

Click or tap here to enter text.
Date

Click or tap here to enter text.
[Company] Address

Click or tap here to enter text.
City

Click or tap here to enter text.
State

Click or tap here to enter text.
Zip Code

d2021-2024 CONTRACT SERVICES AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

EXHIBIT “D”

TECHNICAL PROVISIONS & LEVELS OF SERVICE

The following sets forth the requirements for this landscape maintenance services agreement for the Pleasant Valley Fields Sports Complex located at 200 Westpark Court, Camarillo, California, 93012.

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.

The Landscape Maintenance Services contract includes services based on the outlined maintenance standards and specifications for a term of 36 months beginning on March 1, 2021 and ending February 29, 2024.

A. 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 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.

2.1 GENERAL STANDARDS AND PROCEDURES

- A. Contract payment will be ***MONTHLY***, based on a detailed invoice provided to the District from the 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 nevertheless 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 set forth in Contractor’s bid (refer to Supplemental Unit Price Form) or the District will

request a proposal for additional services and will add such services to the contract, at the District's discretion.

- D. Contractor must ensure adherence to all Federal, State, and Local laws and regulations.
- E. Contractor is required and agrees to provide proper and verifiable insurance in the amounts identified in the bid packet.
- F. 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
 - 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 shall be provided to the District prior to commencement of the Agreement. Should the licenses be renewed, or revised Contractor shall immediately notify and provide updated documentation to the District.

2.2 PARKS AND FACILITIES MAINTENANCE SCHEDULE

- A. Unless otherwise specified and agreed to by the District in writing, Contractor shall adhere to the schedule for recurring (daily, weekly, monthly) grounds maintenance (mowing, trash, etc.) as described below. 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 is required to notify the District. The Contractor is required to resume work as soon as possible in accordance with the annual schedule and contract specifications.
- E. Contractor will be provided the various schedules maintained by the District such as pavilion and sport fields' reservations and program and special event schedules in order to schedule maintenance accordingly.

2.3 PARKS AND FACILITIES INSPECTIONS AND REPORTS

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

Inspection procedures:

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- 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 District's Parks Services 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., irrigation issues, basis insects, turf damage, weeds, fungus, disease, vandalism, rodents, safety hazards and Acts of God). Contractor 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 agrees to respond and communicate via electronic mail daily.

2.4 CONTRACTOR RESPONSIBILITIES/LIABILITIES:

- A. Contractor must ensure the public's safety when performing services.
- B. Contractor shall adhere to image standards. Each employee on site will be in a uniform (shirt, pants, and cap) and vehicles will be clean and marked with company name.

The uniform shirts shall 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.
- C. The Contractor's employees shall, when working on medians or in other vehicle traffic areas, be required to wear orange safety vests over their uniforms.
- D. The Contractor's employees shall wear hard-soled shoes at all times while on duty at the District. Soft soled shoes such as such athletic shoes and similar footwear shall not be permitted.
- E. Contractor's employees 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.
- F. 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.
- G. Contractor is responsible for repairing damage to the irrigation system caused by Contractor i.e., irrigation boxes being damaged or destroyed by mower blades.
- H. Contractor is responsible for damage to persons and property caused during the performance of contracted work.

- I. All maintenance operations shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the Agreement.
- J. 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.
- K. Contractors must own and utilize all items on the **EQUIPMENT LIST** (Exhibit “G”) to complete the work outlined in this Agreement.
- L. Contractor must provide the District with an organizational chart that identifies numbers of staff dedicated to this contract and their intended responsibilities prior to the commencement of work under this Agreement and must notify the District if Contractor intends to revise the chart.
- M. 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 its failure to comply with the requirements of these specifications and will be assessed a penalty as described in Exhibit “B” 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.
- N. Contractor shall employ an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying properties and sites subject to this Agreement. Copies of all state licenses and permits to apply pesticides shall be provided to the District prior to beginning any pest control operations. 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. Any pesticide used shall be listed on the State of California, Department of Pesticide Regulation approved list and submit all pesticide use reports to the Ventura County Agricultural Commissioner. Restricted materials, if used, shall be used, and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. An indication dye shall be used when applying any pesticide. Records must be maintained according to applicable licensing regulatory body. *These records shall be provided to the District in the monthly reports.*
- O. Contractor shall post signage to give public notice at least 72 hours before pesticides are to be applied. Notification shall include when, what, where, and how much pesticide is being used. Verification of completion is to be noted. Contractor is responsible for following post-application notification, directions, and best practices per local, state and federal laws and regulations.
- P. 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.
- Q. 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.

- R. 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.
- S. Performance Bonds- Shall be submitted each year that the Agreement is in place no later than February 5th, for the next contract year (3 bonds total). The bonds shall be in the form set forth in Exhibit "E."

2.5 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 shall be 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. These are minimum standards and depending on use, weather, and soil conditions additional fertilization may be warranted and shall be included in the base cost of the Agreement.

- 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 correspond to climate, soil type and conditions, and cultural requirements of the turf species. Contractor must 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. 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.
- 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 District's 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. Contractor must 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 remove and dispose 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/verti-cutting knives. 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 Contractors expense where thinning of sod has occurred. The Parks Services Manager shall determine the top-dressing and seed application rate.

2.6 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 hardscape maintenance must 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).

2.7 INTEGRATED PEST MANAGEMENT (IPM)

- A. It is the intent of the District to minimize the use of chemical pest control. To meet this intent, the Contractor shall develop an integrated Pest Management Plan (IPM). This plan shall be submitted within 90 days of the start of maintenance. The IPM plan shall contain the following components:
 - a. Identify and implement cultural practices that will assist in controlling pest problems, i.e., aerification, thatching, pruning, fertilization, and irrigation schedules that do not enhance conditions conducive to pest growth.

- b. The evaluation of the common pest problems and a sustainable long-term management plan to eliminate or manage them at an acceptable level.
- c. Damage thresholds that will be used to determine pest control methods and establish when pesticide use will be acceptable.
- d. Identify a monitoring program that will provide information related to pest populations to monitor, identify, and establish control methods more effectively.

2.8 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 include preventative applications as well as reactive applications. Insecticides are figured into the base agreement price.

2.9 HERBICIDE SPECIFICATIONS

- A. The herbicide program shall maintain the subject property 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 on the turf and other areas where weeds grow on the subject property as needed 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 is included in the base contract price.
- F. All chemicals must be applied or supervised by a licensed applicator in accordance with label directions.

2.10 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 are included in the agreement price.

2.11 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 to keep a clean, green, and safe appearance. The Contractor must ensure a complete, thorough removal of all debris and litter at the completion of all mowing occurrences.

2.12 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. Contractor must only allow experienced personnel with proper abilities to perform pruning. 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.
- 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 which will impede pedestrian/vehicle passage shall be removed immediately.
- F. Pruning of formal shrub planting is minimal and shall be completed on an as-needed basis to result in a smooth, manicured appearance, at no additional cost to the District.
- 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 except for 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 lots, 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 each side of the respective amenities.
- J. Tree stakes shall 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 the day of the pruning, unless otherwise pre-approved from the

Park Services Manager or designee.

2.13 PARK AND OTHER EQUIPMENT

- A. Play Equipment: All play equipment shall be inspected daily (Sunday-Saturday) for unsafe/hazardous conditions by Contractor with a written weekly summary of the daily inspections with any corrective measures noted. Said written weekly inspection shall be provided to District Contractor. All unsafe/hazardous conditions and/or damage are to be reported to the District's contract officer immediately. This is in addition to the aforementioned inspections of the safety fall surfacing to be inspected a minimum of twice per week, 104 times per year.
- B. Picnic Tables and Benches: All picnic tables and benches shall be inspected daily (Sunday-Saturday) for unsafe/hazardous conditions. Picnic tables and benches shall be inspected daily by Contractor with any corrective measures noted. Said written weekly inspection shall be provided to District by Contractor. All unsafe/hazardous conditions and/or damage are to be reported to the District's contract officer immediately.
- C. Drinking Fountains: All exterior drinking fountains shall be inspected seven (7) days a week. Inoperable drinking fountains shall be reported immediately by Contractor.

2.14 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.

2.15 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 monthly (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 all Pleasant Valley Fields facilities to achieve a smooth, manicured appearance within established boundaries. Any necessary restructuring shall be reviewed and mutually approved 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 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 all Pleasant Valley Fields facilities. This means to prune color after color fades.

2.16 IRRIGATION

All facility areas shall be irrigated as required to maintain adequate growth and appearance of all areas subject to this Agreement subject to all applicable drought restrictions. Irrigation shall be accomplished in accordance with local water authority guidelines. Irrigation maintenance shall include but is not limited to: operation of the system (both potable and non-potable water), adjustments, repairs, modifications, improvements, all components (from connection at meters, including but not limited to: controllers, remote control valves, gate valves and backflow devices, main and lateral lines, sprinkler heads, moisture-sensing devices, and all related equipment), and other irrigation maintenance work as required.

- 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.
- a. Irrigation Equipment: all irrigation equipment (including but not limited to pipes, head, valves, and controllers) shall be inspected for proper operation and adjustment once each week.
 - b. Head Adjustment: All sprinkler head adjustment shall be adjusted to eliminate spray onto hard surfaces immediately.
 - c. Broken Heads: All broken sprinkler heads and risers shall be repaired immediately.
 - d. Flow Restrictions: The sprinklers heads located on the low end of a line shall have flow restrictors placed under them to eliminate line drain-down.
 - e. Control Valves: Control valves shall be adjusted as needed to allow proper closing and to eliminate leakage.
 - f. Controller Progress: All irrigation controller programs shall be adjusted as frequently as necessary to maintain proper precipitation rates. When raining, controller programs shall be placed in the “rain mode” or turned off.
- C. Breaks, leaks, and malfunctions of unknown and uncontrollable sources are to 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 concerns.
- D. The District will replace irrigation controllers and vandal-proof enclosures, which are beyond economic repair.
- E. Vandal-proof enclosures for backflow and controllers shall be chipped of rust and dirt and painted with two coats of an epoxy exterior paint a minimum of 1 x per

year in November or as required to maintain good working order and appearance.

- F. Vandalism or accidental damage not caused by the Contractor shall be reported immediately to the District via the Park Services Manager or designee. Upon approval of the District, Contractor shall provide the labor and materials necessary to repair the damage at an additional expense to the District.
- G. All irrigation repairs shall be made with Rainbird and Hunter products (or an approved equal).
- H. 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 requests immediate attention for safety reasons.
- I. Contractor shall notify the District of any system malfunction via email or phone call within 24 hours of the problem, preferably less.
- J. Contractor shall assist the District with as needed system shutdowns due to random events, natural disasters, or related events. This service is included in the overall Agreement price.
- K. Contractor shall program, maintain, and schedule all irrigation clocks.

2.17 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.

2.18 TRASH/LITTER REMOVAL

- A. Contractor agrees to check all park and facility areas for trash/litter at minimum of once per day, at least three hundred and sixty-five (365) times per year prior to 9:30 am. The exception to this is during Tournament and Special Event weekends when trash shall be checked and emptied on an as-needed basis due to the increased volume of trash from spectators and participants to ensure a sanitary and professional appearance to the public. District will communicate with Contractor when Tournaments and Special Events are scheduled a minimum of one (1) week or seven (7) days prior to said events.
- 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 or (52) times per year on Fridays. All trash containers shall be pressure washed/steam cleaned once per month.

- C. All day-to-day trash/litter shall be removed and placed in the provided dumpsters on site, which dumpsters are serviced at the District's expense. Should Contractor need a roll off bin in connection with its provision of the services under this Agreement such roll off bin shall be at Contractor's cost.

2.19 BALL FIELDS

- A. Skinned Infield: the skinned infields shall be machine and hand dressed and watered once daily, (7 days per week per scheduled use), during the active play season. Off-season machine dressing and watering shall occur once each week. Once every three (3) months the infield shall be scarified to a three (3) inch depth, leveled, watered, and compacted. Home plate and pitcher's rubber shall be replaced annually. Bases shall be replaced twice per year.
- B. Inspections: Daily (7 days per week) inspections shall occur. All holes or depressions at home plate, pitchers plate, bases or elsewhere on the infield shall be filled in. Turf areas shall be repaired, seeded, and top-dressed immediately.
- C. Fencing: All chain link fencing shall be inspected on a weekly basis to ensure all fabric is properly tied to supports and that no wires have unraveled causing wire protrusions.
- D. Bleachers and Player Benches: All bleachers and player benches shall be inspected daily (M-F) for unsafe/hazardous conditions. Boards, bolts, brackets and related elements of bleachers and player benches shall be kept free of splinters and cracks, properly tightened, painted or sealed and cleaned. Painted bleachers and player benches shall be painted once annually. Damaged and/or missing elements shall be repaired/replaced immediately by Contractor. All bleachers and player benches shall be inspected daily by Contractor with a written weekly summary of the daily inspections with any corrective measures noted. Said written weekly inspection shall be provided to District by Contractor.

2.20 EMERGENCY CONTACT

- A. 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. 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. Upon notification by the District of emergency conditions, the Contractor shall arrive to the site and report status within one (1) hour. 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.

2.21 ADDITIONAL SERVICES:

This work is to be completed in addition to the services provided under the contract at the

discretion of the District, on an as needed basis, based on The Supplemental Unit Cost Form per “Exhibit C”- Schedule of Compensation.

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

EXHIBIT "F"

LABOR AND MATERIAL BOND (PAYMENT BOND)

WHEREAS, the PLEASANT VALLEY RECREATION AND PARK DISTRICT, ("District"), has awarded to **BRIGHTVIEW LANDSCAPE SERVICES, 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 **TWO HUNDRED, SIXTY THREE THOUSAND AND SEVEN HUNDRED AND SEVENTY DOLLARS (\$263,770)**, this amount being not less than one hundred percent (100%) of the 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 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 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 Click or tap here to enter text. day of Click or tap here to enter text., 2021.

Click or tap here to enter text. **PRINCIPAL**

Click or tap here to enter text. **SURETY**

Click or tap here to enter text.
ADDRESS OF SURETY

Click or tap here to enter text
CITY STATE ZIP

Click or tap here to enter text.
TELEPHONE

BY: _____
(PRINCIPAL SEAL)

BY: _____
(PRINCIPAL SEAL)

2021-2024 CONTRACT SERVICES AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

EXHIBIT "G"

EQUIPMENT LIST

This page to be completed by Contractor and Submitted to District as part of the Contractor's Agreement. (Note: all turf mowers are to remain at Pleasant Valley Fields)

Click or tap here to enter text.

Click or tap here to enter text.

COMPANY REPRESENTATIVE; NAME

COMPANY NAME

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

ADDRESS

CITY, STATE

ZIP CODE

Click or tap here to enter text.

Click or tap here to enter text.

EMAIL ADDRESS

CONTACT PHONE NUMBER

List all 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.

Click or tap here to enter text

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Click or tap here to enter text

Click or tap here to enter text

Click or tap here to enter text

DATE: Click or tap here to enter text.

SIGNATURE OF CONTRACTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

State Contractor's License #: Click or tap here to enter

text.