

**PLEASANT VALLEY
RECREATION AND PARK DISTRICT
CONTRACT SERVICES AGREEMENT FOR
CUSTODIAL SERVICES AT PLEASANT VALLEY FIELDS**

This Contract Services Agreement (“Agreement”) is made and entered into this [Click or tap here to enter text.](#) day of [Click or tap here to enter text.](#), by and between the Pleasant Valley Recreation and Park District, a municipal corporation (“District”), and [Click or tap here to enter text.](#) (“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. The Contractor further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time service, but not limited to, physical distancing, use of appropriate sanitation practices, etc.
- 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. Contractor may have to respond to unscheduled or emergency work during or after regular business hours. This work shall be performed on a time and materials basis in accordance with the costs listed in *Exhibit C*." No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the District Board. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be costlier or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation, therefore.

- 1.7 Special Requirements:** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached 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

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

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said

fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

- 2.2 Method of Payment:** Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the District, in a form approved by the District's Administrative Services Manager, an invoice for services rendered prior to the date of the invoice. 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.
- 2.3 Availability of Funds:** It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the District Board of Directors for the purposes of this Agreement. The availability of funding is affected by matters outside the District's control, including other governmental entities. Accordingly, the District has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3. PERFORMANCE SCHEDULE

- 3.1 Time of Essence:** Time is of the essence in the performance of this Agreement.
- 3.2 Schedule of Performance:** Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Scope of Work" and "Technical Provisions" attached hereto as "*Exhibit A*," and "*Exhibit D*" 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.
- 3.3 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, 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.

- 3.4 Term:** The term of this Agreement ("Term") shall be three (3) years commencing on [Click or tap here to enter text.](#) and ending on [Click or tap here to enter text.](#) Contractor shall have the right to extend the Term of this Agreement for two (2) additional one (1) year terms ("Renewal Term") on the same terms and conditions contained herein. This Agreement shall automatically extend for each successive renewal term unless Contractor notifies District in writing of Contractor's intention not to extend the agreement at least 120 days prior to expiration of initial term or the then current renewal term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion.

4. COORDINATION OF WORK

- 4.1 Representative of Contractor:** [Click or tap here to enter text.](#) 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.

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

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

release the Contractor or any surety of Contractor of any liability hereunder without the express consent of District.

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

5. INSURANCE AND INDEMNIFICATION

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

5.1.1 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 \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate and no less than \$4,000,000 for products/completed operations aggregate.

5.1.2 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.

5.1.3 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.

5.1.4 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 not be cancelled without providing ten (10) days prior written notice by registered mail to the District. In the event any of said policies of insurance are

cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or Binders are approved by District. Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or the Key Rating Guide, and only if they are of a financial category Class VII or better unless such requirements are waived by the Risk Manager of the District due to unique circumstances. In the event the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 4.1.

5.2 Indemnification:

5.2.1 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.

5.2.2 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 to 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

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

7. ENFORCEMENT OF AGREEMENT

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

county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

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

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

7.4 Termination Prior to Expiration of Term: Either party may terminate this Agreement at any time without cause, upon 120 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.

Nothing herein contained shall be deemed a limitation upon the right of Contract Officer to terminate this Agreement at any time upon XX days' written notice after default by Contractor and the failure of such party to cure such default after notice and opportunity to cure as provided in **Exhibit "X."**

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

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

8. DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

- 8.1 **Non-Liability of District Officers and Employees:** No officer or employee of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2 **Conflict of Interest; District:** No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership, or association in which he/she is interested, in violation of any State statute or regulation.
- 8.3 **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.
- 8.4 **Covenant Against Discrimination:** Contractor covenants that, by and for itself, its executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9. MISCELLANEOUS PROVISIONS

- 9.1 **Notice:** Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the

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

- 9.2 Interpretation:** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.
- 9.3 Integration: Amendment:** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements, and understandings, if any between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.
- 9.4 Severability:** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
- 9.5 Corporate Authority:** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

(Signatures on 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, Elaine Magner

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: _____

By:

Name: Click or tap here to enter text.

Name: Click or tap here to enter text.

Title: 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.

**PLEASANT VALLEY
RECREATION AND PARK DISTRICT
CONTRACT SERVICES AGREEMENT FOR
CUSTODIAL SERVICES AT PLEASANT VALLEY FIELDS**

**EXHIBIT "A"
SCOPE OF WORK**

The following sets forth the requirements for this Custodial 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 Custodial Services Agreement includes services based on the outlined maintenance standards and specifications for a term of **three (3) years** commencing on [Click or tap here to enter text.](#) and ending [Click or tap here to enter text.](#)

1.1 Contractor agrees to provide at their own cost and risk all labor, equipment, materials, supplies, tools, and transportation necessary for the satisfactory performance required for cleaning of restroom areas, waste receptacles, benches, tables, bollards, and water fountains as follows:

- Westside Restrooms
- Central Restrooms
- Eastside Restrooms
- Park Amenities – Benches, tables, bollards, water fountains

Contractor agrees to install toilet paper and hand soap provided at the cost of the Contract Operator.

1.2 Contractor agrees District park restrooms and amenities shall be serviced seven (7) days a week, excluding Thanksgiving Day, Christmas Day, and New Year's Day. Park restrooms shall be open to the public no later than 9:00 AM Monday through Friday. Park restrooms shall be open to the public no later than 7:00 AM and services are required until 5:00 PM Saturday and Sunday. During tournaments or special events, services are required from 6:00 AM until 9:00 PM Saturday and Sunday. District agrees to provide Contractor with complete schedule of games, tournaments, or special events no less than seven (7) days in advance. Contractor agrees to perform all work necessary to complete the contract in a manner acceptable to the District. This work shall include, but is not limited to, the following:

A. Park Restrooms

1. Pick-up and disposal of litter in and around restroom facility.
2. Empty trash receptacles and replace liner(s) including sanitary trash receptacles in toilet stalls.
3. Sweep and mop floors with cleaner/disinfectant.
4. Clean partitions, walls, doors, and ceiling with cleaner/disinfectant.
5. Clean sinks with a cleaner/disinfectant.
6. Clean mirrors

7. Clean toilets and urinals with a cleaner/disinfectant.
8. Replenish toilet paper and hand soap.
9. Wet mop/hose the entire floor surface using cleaner/disinfectant. Must dry floors with a dry mop before opening to the public.
10. Neutralize any offensive odors.
11. Remove spitballs, chewing gum, cobwebs, stickers, and other foreign materials from fixtures, partitions, walls, doors, ceilings, vents, etc.
12. Remove graffiti with a District approved graffiti remover. If graffiti cannot be removed with said cleaner, Contractor shall notify the Contract Operator within one (1) hour of discovery, but no earlier than 7:00 AM.
13. If there are any acts of vandalism or theft, Contractor shall notify the Contract Operator immediately upon discovery.
14. Contractor shall lock restroom during periods of inclement weather, as directed by the Contract Operator. Contractor shall open restrooms as weather conditions allow, per the direction of the Contract Operator.
15. Contractor shall report all water leaks immediately upon discovery and make every attempt possible to shut water off in such a way that will isolate the leaking fixture until repairs can be completed by District.
16. Contractor shall report all electrical problems, such as damaged building security lights, non-operable hand dryers, etc., to the Contract Operator immediately upon discovery.
17. If any restroom fixtures (i.e., toilets, sinks, urinals, etc.) are determined to be inoperable, including minor toilet clogs, Contractor shall make every reasonable attempt to resolve it. If Contractor cannot restore operation, Contractor shall cover said fixture with a black plastic trash can liner, tape liner edges shut, and notify the Contract Operator immediately.

B. Park Amenities

1. Remove spitballs, chewing gum, cobwebs, stickers, and other foreign materials from all park amenities.
2. Clean water fountains with a cleaner/disinfectant.
3. Clean benches and tables with a cleaner/disinfectant.
4. Pick up and dispose of litter in and around park grounds.
5. Empty trash receptacles and replace liner(s).
6. Remove graffiti with a District approved graffiti remover. If graffiti cannot be removed with said cleaner, Contractor shall notify the Contract Operator within one (1) hour of discovery, but no earlier than 7:00 AM.
7. If any park amenities (i.e., water fountains, trash receptacles, benches, tables, etc.) are determined to be inoperable, Contractor shall cover said fixture with a black plastic trash can liner, tape liner edges shut, and notify the Contract Operator immediately upon discovery.
8. Contractor shall report all water leaks immediately upon discovery and make every attempt possible to shut water off in such a way that will isolate the leaking fixture until repairs can be completed by District.
9. If there are any acts of vandalism or theft of any park amenities (i.e., water fountains, trash receptacles, benches, tables, etc.), Contractor shall notify the Contract Operator immediately upon discovery.

C. All trash receptacles shall be power washed one (1) time per month.

Contractor is advised of the following anticipated park occupancy, to ensure sufficient staffing to perform all work necessary during regular season games and recurring tournaments:

Regular Spring Soccer Games – 2000 individuals between the hours of 9:00 AM and 5:00 PM on Saturday and 500 individuals between the hours of 10:00 AM and 4:00 PM on Sunday.

Regular Fall Soccer Games – 2000 individuals between the hours of 6:00 AM and 4:00 PM on Saturday and 1000 individuals between the hours of 9:00 AM and 4:00 PM on Sunday.

Regular Tournaments – January; third and fourth weekends. March; second and third weekends, May; first and third weekends, July; third and fourth weekends, September; Labor Day weekend.

1.3 EXTRA WORK

Extra work performed must be authorized by the Contract Operator and shall not be considered when calculating regular monthly services and shall be billed separately to the District. The invoice for extra work shall show the name of the project or special event. The invoice shall include any supplies used with their unit price and total cost, the amount of time required to do the job and the cost for labor based on Exhibit “C” – Supplemental Unit Cost Form. Although it is not anticipated, the District reserves the right to order any, all, or none of the work described. Extra work may be required outside of normal business hours or on an emergency basis as requested by the District.

1.4 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 service. 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:

- Trash receptacle liners
- Cleaning and sanitation liquids, solutions, compounds, or powders
- Graffiti remover

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. Storage closets will be provided at each restroom building. Storage for a utility cart and other equipment will be provided.

1.6 CONTRACTOR UTILITY CARTS AT DISTRICT PARKS

Contractor is permitted to drive District approved utility carts equipped with turf tires within park grounds as needed while performing services. In case of a weather event which compromises turf conditions, such as one quarter of an inch of rainfall or a major frost, Contractor shall seek District guidance prior to driving on park turf. Contractor must park all carts in designated parking areas only. If Contractor damages any turf or buildings, they are responsible for restoring it back to the original condition.

**PLEASANT VALLEY
RECREATION AND PARK DISTRICT
CONTRACT SERVICES AGREEMENT FOR
CUSTODIAL SERVICES AT PLEASANT VALLEY FIELDS**

**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, and usefulness of park restrooms and park amenities 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; 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.

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").

Contractor will provide its Personnel with all training necessary for the successful performance of the requested services. Training will include safety procedures; the proper use of all equipment and materials; and the proper procedures for the sorting and disposal of materials and waste.

The determination of adequacy in the number of Contractor's personnel will be made by the Parks Services Manager or designee 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.

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 must 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 twenty-four (24) hours' notice. Contractor shall not be compensated for any park area or District facility that is out of use during any period of time that Contractor does not provide 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 Occupational Safety and Health Administration, and all other state or and local 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 is not limited to; any solution, liquid, compound, or powder used for the purpose of cleaning, disinfecting, neutralizing odor, removing residues or gum, or removing paint on bathroom facilities and park amenities.

The Contractor shall submit a list of all chemicals proposed for use under this contract for approval by the Parks Services Manager.

7. 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 commence before 8:00 a.m. and after 7:00 p.m. or any other time as directed by the Parks Services Manager.

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

9. 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 cardboard boxes, plastic bottles, cans, empty containers, trash, and other articles discarded in park restrooms, amenities, and open space. 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.

10. AUTHORITY OF THE PARK SERVICES MANAGER

The Park Services Manager or designee 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 they give direction, orders within the scope of these specifications may be given by the Park Services Manager or designee, and Contractor shall instruct its staff to follow these orders as though they had been issued by Contractor.

11. 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 designee, 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.

12. 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 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.

13. 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.

**PLEASANT VALLEY
RECREATION AND PARK DISTRICT
CONTRACT SERVICES AGREEMENT FOR
CUSTODIAL SERVICES AT PLEASANT VALLEY FIELDS**

**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:

| | | | |
|---|---------------------------------------|---------------------------------------|---------------------------------------|
| Park Restrooms and Amenities Custodial Maintenance 7 days x 52 weeks (excluding observed holidays) | Cost of Services Per Month | Cost of Services Per Month | Cost of Services Per Month |
| | <i>[Y1 DATE RANGE]</i> | <i>[Y2 DATE RANGE]</i> | <i>[Y3 DATE RANGE]</i> |
| | \$ XXX,XXX.XX | \$ XXX,XXX.XX | \$ XXX,XXX.XX |

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

- | | |
|---|---------------------|
| A. TOTAL ANNUAL COST (First Year) | \$XXX,XXX.XX |
| B. TOTAL ANNUAL COST (Second Year) | \$XXX,XXX.XX |
| C. TOTAL ANNUAL COST (Third Year) | \$XXX,XXX.XX |

**TOTAL (3) YEAR COMBINED NOT TO EXCEED ANNUAL COST IN WORDS (B-D):
X HUNDRED THOUSAND X HUNDRED X DOLLARS AND XX CENTS**

SUPPLEMENTAL UNIT PRICE FORM

| | | |
|----|--|---------------------------|
| a. | Unscheduled Extra Work – Restroom monitor, cleaning, and trash removal. Park Amenities cleaning, litter pickup and trash removal | \$ _____/hour for 1 staff |
| b. | Power wash restroom floor surfaces | \$ _____/hour for 1 staff |
| c. | Power wash park benches and tables | \$ _____/hour for 1 staff |
| d. | Power wash park concrete surfaces | \$ _____/hour for 1 staff |
| e. | Power wash trash receptacles | \$ _____/hour for 1 staff |

Click or tap here to enter text.
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 Company Name

Click or tap here to enter
 Witness Name

text.
 Signature

Click or tap here to enter
 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

**PLEASANT VALLEY
RECREATION AND PARK DISTRICT
CONTRACT SERVICES AGREEMENT FOR
CUSTODIAL SERVICES AT PLEASANT VALLEY FIELDS**

**EXHIBIT “D”
TECHNICAL PROVISIONS & LEVELS OF SERVICE**

The following sets forth the requirements for this Custodial 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 Custodial Services Agreement includes services based on the outlined maintenance standards and specifications for a term of **three (3) years commencing** on [Click or tap here to enter text.](#) and ending [Click or tap here to enter text.](#)

A. TECHNICAL PROVISIONS—PARKS MAINTENANCE SPECIFICATIONS

The desire and intent of the District is to maintain park restrooms and amenities to provide park occupants with clean, sanitary, and useful facilities with little to no frustration on the part of the District or its residents.

The Contractor will provide monthly reports, see Exhibit “H” for example, to document the execution of the standards being maintained. 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 will be a per unit or per month price submitted as a total monthly invoice.
- B. Work shall be conducted seven (7) days a week, Monday through Sunday. On occasion the District may direct workflow or projects to be performed so as not to interfere with park and facility activities.
- C. Additions to the Contract, 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 to provide a Certificate of Insurance and an Additional Insured Endorsement for the limits identified in the bid packet.
- F. Possess and present Licenses and Certifications which includes, but is not limited to:

i. Reclaimed Water Training

Licenses/Certificates 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 or certifications 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) custodial maintenance as described below. This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.
- B. Any variations to the schedule may arise due to the following issues:
 - i. Inclement weather conditions.
 - ii. Emergencies as designated by the District.
- C. 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.
- D. 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 must be done by a competent and seasoned professional.

Inspection procedures:

- A. Daily reports (email and/or phone) are provided to the District when the Contractor becomes aware of acts of vandalism, safety issues, irrigation issues, etc. The primary point of contact for daily reports is the 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 restrooms and amenities, and any 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., damage to fixtures, restroom stall partitions, signage or lighting repairs required). 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 uniform dress which includes a shirt, pants, and cap. Uniform shirts shall have 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. Contractor vehicles will be clean and clearly marked with company name.
- 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 athletic shoes and similar footwear shall not be permitted.
- E. Contractor's employees shall behave and operate in an environmentally and professionally sound way so as not to 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 is maintained so as not to 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. 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.
- K. The Contractor will be held responsible for any damages to grass, block walls, concrete, glass, 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 based on District's assessment.
- L. Contractor is responsible for applying all chemicals in a safe manner consistent with the manufacturer's label directions and federal and state laws and regulations. Contractor shall comply with all Occupational Health and Safety Administration's Hazard Communication Standards for Safety Data Sheets. Restricted materials, if necessary, shall be used, and possessed only in accordance with a permit issued by the applicable licensing regulatory body. Records of use must be maintained according to the applicable licensing regulatory body. These records shall be provided to the District with all monthly reports.
- M. 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.
- N. 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.

- O. Performance Bonds must be submitted each year that this Agreement is in place no later than **INSERT DATE HERE,** for the next contract year (three bonds total). Bonds shall be in the format set forth in Exhibit “F.”

2.5 PARK AMENITIES

- A. Picnic Tables and Benches: All picnic tables and benches shall be inspected by Contractor seven (7) days a week (Monday through Sunday) for any unsafe/hazardous conditions. All corrective measures shall be noted in Contractor’s weekly inspection report. All unsafe/hazardous conditions and/or damages are to be reported to the Park Services Manager immediately upon discovery.
- B. Drinking Fountains: All exterior drinking fountains shall be inspected seven (7) days a week. Inoperable drinking fountains shall be reported to the Park Services Manager immediately upon discovery.
- C. Trash Receptacles: All trash receptacles shall be inspected by Contractor seven (7) days a week for damage. All damages are to be reported to the Park Services Manager immediately upon discovery.

2.6 PARK RESTROOMS

Park restrooms shall be inspected by Contractor seven (7) days a week for any unsafe/hazardous conditions. All corrective measures shall be noted in Contractor’s weekly inspection report. All unsafe/hazardous conditions and/or damages are to be reported to the Park Services Manager upon discovery.

2.7 TRASH/LITTER REMOVAL

- A. Contractor agrees to check all park and facility areas for trash/litter at a minimum of once per day, at least three hundred and sixty-five (365) times per year prior to 10:00 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 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. 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 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.

2.8 EMERGENCY CONTACT

- A. Contractor shall provide the District with the names and telephone numbers of at least two (2) qualified on-call personnel who can be contacted by District representatives twenty-four (24) hours per day, seven (7) days per week, 365 days

per year to act on behalf of the Contractor to respond to routine and after-hours emergencies. Upon notification by the District of emergency conditions, the Contractor shall arrive at the site and report status within one (1) hour.

2.9 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.

EXHIBIT "E"
STATEMENT OF TRANSITION PLAN

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

| | |
|-----------------|--------------|
| PROPOSER'S NAME | COMPANY NAME |
|-----------------|--------------|

BUSINESS ADDRESS

BUSINESS TELEPHONE NUMBER

BUSINESS EMAIL ADDRESS

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

| | |
|-------------------------|------|
| SIGNATURE OF CONTRACTOR | DATE |
|-------------------------|------|

NAME

TITLE

STATE CONTRACTOR'S LICENSE #

EXHIBIT "G"

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

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

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

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

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

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

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

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

_____ **PRINCIPAL**

_____ **SURETY**

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(PRINCIPAL SEAL)

BY: _____
(PRINCIPAL SEAL)

EXHIBIT "H"
PARK CONDITIONS SAFETY MAINTENANCE CHECKLIST

Park Name: Pleasant Valley Fields

Inspector: _____ Date: _____

| Park Restroom Facility or Amenity | OK | Deficiency Noted | Date Corrected |
|--|----|------------------|----------------|
| Restrooms (East) | | | |
| 1. Plumbing fixtures clean in good condition, no leaks | | | |
| 2. Clean and free of graffiti | | | |
| 3. Floors even and clear of debris | | | |
| | | | |
| Restrooms (Central) | | | |
| 1. Plumbing fixtures clean in good condition, no leaks | | | |
| 2. Clean and free of graffiti | | | |
| 3. Floors even and clear of debris | | | |
| | | | |
| Restrooms (West) | | | |
| 1. Plumbing fixtures clean in good condition, no leaks | | | |
| 2. Clean and free of graffiti | | | |
| 3. Floors even and clear of debris | | | |
| | | | |
| Park Amenities | | | |
| 1. Benches in good condition, no hazards | | | |
| 2. Water fountain fixtures in good condition, no leaks | | | |
| | | | |
| | | | |
| Other Issues Notices | | | |
| 1. No Concerns | | | |
| 2. Problem Fixed | | | |
| 3. Potential Concerns | | | |
| 4. Broken / Degraded | | | |
| 5. Work Order Generated | | | |
| 6. Requires Immediate Attention | | | |
| | | | |

PARK MAINTENANCE MONTHLY CHECKLIST

EXAMPLE

Park Name: Pleasant Valley Fields

Inspector: _____

Date: _____

| Park Restroom Facilities – East | | Deficiencies/Corrections |
|---|--|---------------------------------|
| Plumbing fixtures clean in good condition, no leaks | | |
| Fixtures clean and free of gum, stickers, or similar | | |
| Walls clean and free of graffiti, gum, stickers, or similar | | |
| Floors clean, even, and clear of debris | | |
| Ceiling clean and free of cobwebs or “spit balls” | | |
| Trash receptacles clean, have been power washed | | |

| Park Restroom Facilities – Central | | Deficiencies/Corrections |
|---|--|---------------------------------|
| Plumbing fixtures clean in good condition, no leaks | | |
| Fixtures clean and free of gum, stickers, or similar | | |
| Walls clean and free of graffiti, gum, stickers, or similar | | |
| Floors clean, even, and clear of debris | | |
| Ceiling clean and free of cobwebs or “spit balls” | | |
| Trash receptacles clean, have been power washed | | |

| Park Restroom Facilities – West | | Deficiencies/Corrections |
|---|--|---------------------------------|
| Plumbing fixtures clean in good condition, no leaks | | |
| Fixtures clean and free of gum, stickers, or similar | | |
| Walls clean and free of graffiti, gum, stickers, or similar | | |
| Floors clean, even, and clear of debris | | |
| Ceiling clean and free of cobwebs or “spit balls” | | |
| Trash receptacles clean, have been power washed | | |

| Park Amenities | | Deficiencies/Corrections |
|--|--|---------------------------------|
| Water fountains clean, good condition, no leaks | | |
| Water fountains free of graffiti, gum, stickers, or similar | | |
| Benches clean, good condition, no damage | | |
| Benches free of graffiti, gum, stickers, or similar | | |
| Trash receptacles clean, have been power washed | | |
| Trash receptacles free of graffiti, gum, stickers or similar | | |

Exhibit "I"

FINANCIAL INFORMATION:

PROPOSER

- 1) Name of Proposer _____

- 2) All DBA's Associated with Proposer _____

- 3) Address of
Proposer _____

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

Signature

SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, furnish the following:

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

PARTNERSHIP STATEMENT

If a Partnership, answer the following:

- 1. Date of organization _____
- 2. General Partnership
Limited Partnership
- 3. Statement of Partnership recorded: Yes No

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

- 4. Certificate of limited Partnership recorded: Yes No

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

- 5. Has the partnership done business in Ventura County?

Yes No Explain: _____

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

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

- 7. Furnish the birth date, place of birth, Social Security No. and state driver's license number for each person shown above.

- 8. Attach a complete copy of Partnership Agreement.

9. Is the partnership now involved, or has it been involved, in any business enterprise whatsoever?

If so, give full details:

CORPORATION STATEMENT

If a corporation, answer the following:

1. When incorporated? _____

2. Where incorporated? _____

3. Is the corporation authorized to do business in California?

Yes No If so, as of what date? _____

4. The corporation is held: Publicly Privately

5. If privately held, provide the following:

| Name of Partner | Address | % of Stock Owned |
|-----------------|---------|------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

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

7. List the following:

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

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

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

JOINT VENTURE STATEMENT

If a Joint Venture, answer the following:

1. Date of organization _____

2. Joint Venture Agreement or Statement recorded? Yes No

Date Book Page County

3. Has the Joint Venturer done business in Ventura County?

Yes No When? _____

4. Name and address of each Joint Venturer:

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

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

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

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

If so, give full details:

FINANCIAL DATA

Financial Statement

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

Surety Information

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

Yes No

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

Bankruptcy Information

Have you ever been declared bankrupt? Yes No

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

Pending Litigation

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

EXHIBIT "J"

LISTING OF SUBCONTRACTORS (Required with Bid Submittal)

Subcontractor 1

Business Name: _____

Area of Specialty: _____

Contact Name & Title: _____

Phone Number: _____

of Years Contracted With: _____

Subcontractor 2

Business Name: _____

Area of Specialty: _____

Contact Name & Title: _____

Phone Number: _____

of Years Contracted With: _____

Subcontractor 3

Business Name: _____

Area of Specialty: _____

Contact Name & Title: _____

Phone Number: _____

of Years Contracted With: _____