



Conejo Recreation & Park District

GENERAL MANAGER
Jim Friedl

BOARD OF DIRECTORS
Doug Nickles, Chair
Nellie Cusworth, Vice Chair
Chuck Huffer, Director
Marissa Buss, Director
Ashley Orozco, Director

DATE: October 16, 2025

TO: Board of Directors

FROM: Jim Friedl, General Manager

SUBJECT: Amendment #3 to Contract for Tree Services at Various Park Facilities

RECOMMENDATION

Authorize the General Manager to execute Amendment #3 to contract with Royal Oak Tree Service in the amount not to exceed \$400,000 annually for potential tree maintenance services at parks throughout the District.

DISCUSSION

The District, as well as residents and visitors to District parks, expect a high level of professionally maintained trees – trees are one of the District's most valuable assets.

The District provides a comprehensive maintenance program for thousands of trees on park property and, historically, has relied upon outside service providers to assist in the tasks required.

In February 2023, the Board approved a contract with Royal Oak Tree Services, not to exceed \$175,000 annually, along with two other tree service vendors.

In February 2024, the Board approved Amendment #1 with Royal Oak Tree Services, not to exceed \$200,000 annually, along with two other tree service vendors.

In January 2025, the Board approved Amendment #2 with Royal Oak Tree Services, not to exceed \$200,000 annually, along with two other tree service vendors.

During the past year, staff has completed routine tree work and numerous fuel modification projects utilizing services from Royal Oak Tree Services, as well as the two other vendors. Due to the quality of work, services provided, and the reasonable price of vendors, staff recommends extending the non-exclusive contracts via Amendment #3 (attached) to Royal Oak Tree Service. The Amendment will be for contracts from March 1, 2025, to February 28, 2026, and increases the not-to-exceed amount from \$200,000 to \$400,000 in order to complete anticipated work upcoming during the fall and winter seasons.

ADMINISTRATIVE OFFICES

📍 403 West Hillcrest Drive, Thousand Oaks, CA 91360-4223
☎ 805-495-6471 | 📠 805-497-3199 | ✉ parks@crpd.org | 🌐 www.crpd.org

Staff intends to revisit tree maintenance services contracts on an annual basis and will bring the appropriate recommendations to the Board each year.

All other terms and conditions of the February 2023 contracts apply. The Tree Services Contract and Amendments are attached.

STRATEGIC PLAN COMPLIANCE

Meets 2025 Strategic Goal 2.0 Facilities - Element and Objective Strategy: Our objective is to provide and maintain recreational facilities that meet the needs of the community. Our strategy is to effectively plan and allocate resources to implement the District's Master Plan.

Respectfully Submitted By,



Andrew J. Mooney, Director
Parks and Planning

Attachments

**TREE MAINTENANCE SERVICES CONTRACT
Amendment #3**

THIS AMENDMENT TO THE March 1, 2023 TREE MAINTENANCE SERVICES CONTRACT, hereinafter called "Amendment #3", is made and entered into, by and between the Conejo Recreation and Park District, hereinafter referred to as "Owner," and Royal Oak Tree Services, hereinafter referred to as "Contractor."

The parties agree that by Amendment #3, the contract not-to-exceed amount is \$400,000.

All other terms and conditions of the March 2023 TREE MAINTENANCE SERVICES CONTRACT apply.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written below.

CONEJO RECREATION & PARK DISTRICT

Dated: _____

By: _____
Jim Friedl, General Manager

ROYAL OAK TREE SERVICE

Dated: _____

By: _____

TREE MAINTENANCE SERVICES CONTRACT Amendment #2

THIS AMENDMENT TO THE March 1, 2023 TREE MAINTENANCE SERVICES CONTRACT, hereinafter called "Amendment #2", is made and entered into, by and between the Conejo Recreation and Park District, hereinafter referred to as "Owner," and Royal Oak Tree Services, hereinafter referred to as "Contractor."

The parties agree that by Amendment #2, the contract is extended from March 1, 2025, to February 28, 2026.

The parties agree that by Amendment #2, the contract not-to-exceed amount is \$200,000.

All other terms and conditions of the March 2023 TREE MAINTENANCE SERVICES CONTRACT apply.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written below.

CONEJO RECREATION & PARK DISTRICT


Dated: 1/26/2025

DocuSigned by:

By: _____
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Jim Friedl, General Manager

ROYAL OAK TREE SERVICE

Dated: 1/28/2025

DocuSigned by:

By: _____
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TREE MAINTENANCE SERVICES CONTRACT Amendment #1

THIS AMENDMENT TO THE March 1, 2023 TREE MAINTENANCE SERVICES CONTRACT, hereinafter called "Amendment #1", is made and entered into, by and between the Conejo Recreation and Park District, hereinafter referred to as "Owner," and Royal Oak Tree Services, hereinafter referred to as "Contractor."

The parties agree that by Amendment #1, the contract is extended from March 1, 2024, to February 28, 2025.

The parties agree that by Amendment #1, the contract not-to-exceed amount is increased to \$200,000.

All other terms and conditions of the March 2023 TREE MAINTENANCE SERVICES CONTRACT apply.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written below.

CONEJO RECREATION & PARK DISTRICT


Dated: 2/5/2024

DocuSigned by:

By: _____
AA776DC5BB2C4F1...
Jim Friedl, General Manager

ROYAL OAK TREE SERVICE

Dated: 2/6/2024

DocuSigned by:

By: _____
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CONTRACT FOR SERVICES CONEJO RECREATION AND PARK DISTRICT

Agreement made and entered into in the County of Ventura by and between the Conejo Recreation and Park District, hereinafter referred to as "Owner," and **Royal Oak Tree Service** hereinafter referred to as "Contractor."

1. Contractor shall furnish all materials and perform all of the work for the completion of **tree maintenance services** including, but not limited to: tree pruning, tree removals, and certified arborist services.

Owner reserves right to utilize services of the Contractor as per the scope of the services agreement on an as needed/requested basis by the Owner. Owner reserves the right to utilize another contractor to perform similar services at any time.

2. During the course of the contract, the Owner may request a proposal from the Contractor to perform services at a project site(s). The Owner reserves the right to negotiate the scope of work and cost of each proposed project site(s) with the Contractor.
3. Total contract amount shall not exceed \$175,000 per year.
4. The service rates agreed upon by Owner and Contractor for each area shall be considered full compensation to Contractor for furnishing all labor and materials and for doing all the work contemplated and embraced in each proposal, also from the actions of the elements, from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by Owner, and for all risks of every description connected with the work, also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents.
5. Contractor is obligated to pay prevailing wages under the California Labor Code. Contractor agrees to indemnify, defend and hold Owner harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of Contractor to be familiar with the California Labor Code, and failure or neglect of Contractor to understand the California Labor Code shall in no way relieve Contractor from any obligations.
6. The work is subject to payment of not less than prevailing wages under California Labor Code Section 1770 et seq. The work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial relations pursuant to Labor Code section 1725.5.
7. Contractor herein certifies that he is licensed by the State of California in accordance with regulations of the Contractor's State License Board.
8. Contractor shall indemnify and hold harmless the Owner against all claims for damages growing out of the execution of said work. Contractor shall obtain a policy of comprehensive bodily injury and property damage liability insurance whose provisions conform to the article and worker's compensation insurance as required by law. Contractor shall maintain such policies in full force and effect at all times until

acceptance of work by Owner. Concurrently with execution of this Contract, Contractor shall furnish to Owner a Certificate of Insurance.

- (a) Policy shall name as additional insured with Contractor, Conejo Recreation and Park District, its directors, officers, agents, and employees.
 - (b) Policy shall insure above-mentioned while acting within the scope of their duties, against all claims, suits, or other actions of any nature brought for or on account of any injury, damage, or loss, including any death arising out of or connected with the work under this Contract.
 - (c) Minimum limits of coverage of the policy shall be:
 - Bodily Injury: \$1,000,000 each person; \$2,000,000 each occurrence, \$4,000,000 aggregate.
 - Property Damage: \$500,000 each occurrence.
 - (d) Terms of Policy:
 - a. Insurer shall not cancel or modify policy without ten (10) days prior written notice to Owner.
 - b. Owner shall not be responsible for any premiums or assessments on policy.
9. Owner reserves the right to do other work in connection with project site(s) or adjacent thereto by Contract or otherwise, and Contractor shall at all times conduct his work so as to impose no hardship on Owner or others engaged in the work, nor to cause any unreasonable delay or hindrance thereto.
 10. Contractor shall furnish materials, articles, and equipment in ample quantities and at such times as to insure uninterrupted progress of the work. No advertising of any description will be permitted in or about the work, except as provided for in the specifications.
 11. Owner may require additional work to be performed at a negotiated cost with the Contractor.
 12. Owner shall be entitled to all costs including reasonable attorney's fees necessarily incurred to enforce any provisions of this Contract.
 13. Contractor hereby unconditionally guarantees that the work will be done in accordance with requirements of Contract.
 14. Contractor further agrees that within ten (10) calendar days after being notified in writing by Owner of any work not in accordance with requirements of Contract or any defects in the work, Contractor will commence and prosecute with due diligence all work necessary to fulfill terms of this guarantee/warranty, and to complete the work within a reasonable period of time, and in event he fails to so comply, he does hereby authorize said Owner to proceed to have such work done at Contractor's expense and Contractor will pay cost thereof upon demand.
 15. Owner, by notifying Contractor in writing, may upon 90 calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement. If termination is for cause, no notice period need be given. In the event of termination, Contractor shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation

for actual work performed and charges outstanding at the time of termination shall be payable by Owner to Contractor within 30 days following submission of a final statement by Contractor unless termination is for cause. In such event, Contractor shall be compensated only to the extent required by law.

- 16. This contract is to be in effect from **March 1, 2023** to **February 28, 2024**. On an annual basis, the term of the contract may be extended based on the mutual agreement of both parties.
- 17. As used herein, the singular includes the plural, the masculine pronoun includes the feminine or neutral as required.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first indicated below.

CONEJO RECREATION & PARK DISTRICT

Date: 2/21/2023

DocuSigned by:
James Friedl
By: AA778DC5BB2C4F1...
James Friedl, General Manager

ROYAL OAK TREE SERVICE

Date: 2/27/2023

DocuSigned by:
[Signature]
By: B00B92D53241413...