



Conejo Recreation & Park District

GENERAL MANAGER
Jim Friedl

BOARD OF DIRECTORS
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GENERAL MANAGER EMERITUS
Tex Ward

DATE: March 18, 2021

TO: Board of Directors

FROM: Jim Friedl, General Manager 

SUBJECT: Multi-Agency Agreement for Weed Abatement Services

RECOMMENDATION

Authorize General Manager to enter into a five-year Multi-Agency Agreement with The Standard Construction, dba SoCal Brush, for weed abatement services in the total amount of \$1,059,287.25; \$230,480.35 for parcels owned by Conejo Open Space Conservation Agency; \$283,103.85 for parcels owned by Conejo Recreation and Park District; \$368,227.35 for parcels owned by the City of Thousand Oaks; and \$177,475.70 for extra services.

DISCUSSION

In 2012, staff worked with City of Thousand Oaks representatives to combine the District weed abatement responsibilities with the City of Thousand Oaks weed abatement responsibilities. The District would be responsible for administering the District and COSCA owned parcels. As per the Joint Powers Authority between the City and the District that formed COSCA, the District is responsible and has historically entered into contracts for the field maintenance and operations of COSCA. The combining of the agencies' responsibilities would allow for more effective contract administration and cost savings for the agencies.

In 2017, District staff similarly worked with City staff near the expiration of the 2012 weed abatement services contract. As the current contract is set to expire this season, District staff worked with City staff to develop a Request for Proposal for weed abatement services.

City staff advertised a notice to potential proposers for the weed abatement services. From this notice, eleven organizations submitted proposals on February 24, 2021. The following table is a breakdown of the responsive proposers' submissions:

COMPANY	5 YEAR GRAND TOTAL	COSCA (4,295,880 SF)	CRPD (2,499,860 SF)	CITY (4,380,727 SF)	AVERAGE COST PER SF	AVERAGE RE-MOW PER SF
American Heritage Lanscape	\$1,626,835.95	\$378,530.77	\$521,941.10	\$726,364.08	\$0.0291	\$0.0200
Gothic Landscape	\$6,550,556.65	\$1,704,348.51	\$2,092,675.61	\$2,753,532.53	\$0.1172	\$0.0788
International Environmental Corp.	\$2,018,208.72	\$525,068.66	\$644,948.48	\$848,191.58	\$0.0361	\$0.0500
Mariposa Landscape	\$1,955,039.98	\$508,634.34	\$624,761.97	\$821,643.67	\$0.0350	\$0.0166
Oakridge Landscape	\$5,380,115.30	\$1,390,946.80	\$1,708,517.55	\$2,280,650.95	\$0.0963	\$0.0713
SoCal Brush	\$881,811.55	\$230,480.35	\$283,103.85	\$368,227.35	\$0.0158	\$0.0090
Specialty Mowing Services	\$4,692,944.76	\$1,167,338.65	\$1,463,174.17	\$2,062,431.94	\$0.0840	\$0.2500
Stay Green	\$1,130,883.00	\$294,674.00	\$361,861.00	\$474,348.00	\$0.0202	\$0.0120
Sustainable Mitigation	\$1,315,107.00	\$337,558.00	\$432,203.00	\$545,346.00	\$0.0235	\$0.0200
Venco Western	\$1,059,753.00	\$275,714.95	\$338,664.15	\$445,373.90	\$0.0190	\$0.0110
Wildscape Restoration	\$1,138,102.48	\$296,095.23	\$363,697.52	\$478,309.73	\$0.0204	\$0.0500

The evaluation committee, consisting of representatives from the City and District, reviewed the proposals and interviewed the top two proposers. Thus, based on the interviews and the criteria set forth in the Request for Proposals, the evaluation committee recommends SoCal Brush for contract award. SoCal Brush has an adequate level of experience, competence, training, credentials, and resources to complete the work; additionally SoCal's proposal was approximately 17% less than the next qualified proposer.

The contract will be for a 5-year term. An extra services allowance for the contract is recommended to address additional work the Ventura County Fire Department (VCFD) deems necessary to protect public health and safety. Additional work typically includes areas that experience post abatement regrowth of opportunistic seasonal grasses and invasive species. It also includes the abatement of new areas identified by VCFD.

City staff provided the same recommendation for City Council consideration on March 16, 2021. If the City Council does not concur with the Board's recommendation, the District is able to separate the District and COSCA scopes of work from the City's for a separate contract.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Element Goal and Strategy 2.0 Facilities: 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,



T.P. Hare, Administrator
Parks and Planning

**AGREEMENT FOR GENERAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS,
CONEJO RECREATION AND PARK DISTRICT,
CONEJO OPEN SPACE CONSERVANCY AGENCY
AND
THE STANDARD. CONSTRUCTION dba SOCIAL BRUSH**

THIS AGREEMENT, made and entered into this 16th day of March, 2021, by and between the **AGENCIES OF THOUSAND OAKS**, a municipal corporation, **CONEJO RECREATION AND PARK DISTRICT**, and **CONEJO OPEN SPACE CONSERVANCY AGENCY** (hereinafter referred to as "Agencies"), and **THE STANDARD. CONSTRUCTION dba SOCIAL BRUSH** (hereinafter referred to as "Service Provider"). Agencies and Service Provider agree as follows:

1. RETENTION OF SERVICE PROVIDER

Agencies hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform the services described in Section 2. Service Provider warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The general services to be performed by Service Provider are as follows and are more particularly described in the Scope of Work, attached as Exhibit "A", and incorporated herein: to perform weed abatement services in areas throughout the City of Thousand Oaks. Service Provider warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

3. COMPENSATION AND PAYMENT

(a) Maximum. The total compensation earned by or payable to Service Provider, by Agencies, for any and all services under this Agreement shall not exceed **\$1,059,287.25** (herein "not to exceed amount").

(b) Rate. Service Provider shall be paid a fixed sum for work performed under this Agreement, according to the schedule listed in Service Provider's Schedule of Fees, attached as Exhibit "B." Any changes or modifications resulting in an increase to this fixed sum must be approved in writing by Agencies' Project Manager in advance, and may not surpass the not to exceed amount.

(c) Payment. All payments shall be made within 30 days after receipt of written verification from Service Provider of the actual compensation earned, in a form satisfactory to Agencies' Project Manager.

(d) **Extra Services.** Additional work not reasonably encompassed by the Scope of Services described in Section 2 may be agreed upon only by execution of a written Amendment to this Agreement. No liability or right to compensation for extra services shall exist without such Amendment. Unless otherwise stated in the Amendment, applicable rates for extra services shall be at the rates set forth in Exhibit "B".

4. **AGENCIES PROJECT MANAGER AND SERVICES BY AGENCIES**

The services to be performed by Service Provider shall be accomplished under the general direction of, and in coordination with, Agencies' "Project Manager."

5. **TERMS OF PERFORMANCE**

Non-Exclusivity. This Agreement is non-exclusive. Agencies reserves the rights to retain, employ, or contract with other qualified services providers during the term of this Agreement on such occasions and in such circumstances as Agencies shall determine are appropriate.

Ability to Perform. Service Provider warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, Agencies, and special district laws, ordinances, and regulations.

Laws to be Observed. Service Provider shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws as well as with Ventura County and Agencies of Thousand Oaks ordinances, regulations and adopted codes during its performance of the work.

Payment of Taxes. The contract prices shall include provision for all taxes that Service Provider is required to pay. Service Provider is responsible for all taxes required to be paid under this Agreement.

Permits and Licenses. Service Provider shall procure all permits and licenses, pay all charges and fees, and give all necessary or legally required notices.

Prevailing Wage. Service Provider is obligated to pay prevailing wages under the California Labor Code. Service Provider agrees to indemnify, defend and hold Agencies 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 Service Provider to be familiar with the California Labor Code, and failure or neglect of Service Provider to understand the California Labor Code shall in no way relieve Service Provider from any obligations.

Department of Industrial Relations Requirements. The Work is subject to the 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 currently registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Safety Provisions. Service Provider shall conform to the rules and regulations pertaining to safety established by Occupational Safety & Health Administration (OSHA) and the California Division of Industrial Safety.

Preservation of Agencies Property. Service Provider shall provide and install suitable safeguards, approved by Agencies, to protect Agencies property from injury or damage. If Agencies property is injured or damaged as a result of Service Provider's operations, it shall be replaced or restored within a reasonable time at Service Provider's expense. The facilities shall be replaced or restored to a condition as good as when Service Provider began work.

Subcontractors. Service Provider shall be solely responsible for ensuring that any subcontractors used in completing tasks under the Agreement comply with all pertinent laws and regulations as well as the relevant terms of this Agreement. Agencies shall have no obligation to monitor or oversee subcontractors.

Immigration Act of 1986. Service Provider warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Service Provider Non-Discrimination. In the performance of this work, Service Provider agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.

Work Delays. Should Service Provider be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of Agencies, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at Agencies sole option, be extended for such periods as may be agreed upon by Agencies and Service Provider.

Inspection. Service Provider shall furnish Agencies with every reasonable opportunity for Agencies to ascertain that the services of Service Provider are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to Agencies inspection and approval. The inspection of such work shall not relieve Service Provider of any of its obligations to fulfill its contract requirements.

Audit. Service Provider shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this

Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination or expiration of this Agreement. Service Provider agrees that Agencies, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Service Provider shall reimburse Agencies for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Service Provider with respect to this Agreement, if allowed by this Agreement.

6. TERM, PROGRESS AND COMPLETION

This Agreement shall expire on **March 31, 2026** unless Service Provider's authorized work assigned before the expiration of the term is not completed by that date. If work has not been completed during the allotted Agreement period, the terms and conditions of the Agreement, including all rights and obligations, shall remain in effect and bind the parties until the work is completed.

Service Provider shall not commence work on the services to be performed until (i) Service Provider furnishes proof of insurance as required by paragraph 9 below, and (ii) Agencies gives written authorization to proceed with the work provided by Agencies Project Manager.

7. NO ASSIGNMENT

This Agreement is not assignable by Service Provider without Agencies' prior consent in writing.

8. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Service Provider's Damages. Service Provider holds Agencies, its elected officials, officers, agents, employees and volunteers, harmless from all of Service Provider's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Service Provider, to Service Provider's employees, to Service Provider's contractors or subcontractors, or to the owners of Service Provider's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third Party Claims/Liability. Service Provider shall indemnify, defend with legal counsel approved by Agencies, and hold harmless Agencies, its elected officials, officers, agents, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including

without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Service Provider's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of Agencies. Should conflict of interest principles preclude a single legal counsel from representing both Agencies and Service Provider, or should Agencies otherwise find Service Provider's legal counsel unacceptable, then Service Provider shall reimburse Agencies its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. Service Provider shall promptly pay Agencies any final judgment rendered against Agencies (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Service Provider's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination or expiration of this Agreement.

Service Provider's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of Agencies under any provision of this Agreement, Service Provider shall not be required to indemnify and hold harmless Agencies for liability attributable to the active negligence of Agencies, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where Agencies is shown to have been actively negligent and where Agencies' active negligence accounts for only a percentage of the liability involved, the obligation of Service Provider will be for that entire portion or percentage of liability not attributable to the active negligence of Agencies.

(c) Nonwaiver. Agencies do not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by Agencies, or the deposit with Agencies, of any insurance certificates or policies described in Section 9.

9. MINIMUM SCOPE AND LIMIT OF INSURANCE

Without limiting Service Provider's indemnification of Agencies, and prior to commencement of Work, Service Provider shall obtain, provide, and maintain at its own expense during the term of this Agreement, and any extension thereof, policies of insurance of the type and amounts described below in a form that is satisfactory to Agencies.

Coverage shall be at least as broad as:

(a). Commercial General Liability (CGL): Service Provider shall, at Service Provider's sole cost and expense and throughout the term of this Agreement, and any

extensions thereof, carry General Liability insurance coverage at least as broad as Insurance Services form CG 00 01 in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate for bodily injury, personal and advertising injury and property damage, including with limitation, blanket contractual liability.

(b). **Automobile Liability:** Service Provider shall, at Service Provider's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Automobile Liability insurance coverage at least as broad as Insurance Services form CA 00 01 or the exact equivalent covering bodily injury and property damage for all activities of Service Provider arising out of or in connection with the work to be performed under this Agreement, including coverage of any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c). **Worker's Compensation:** Service Provider shall, at Service Provider's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry workers' compensation statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for bodily injury or disease. Service Provider shall submit to Agencies, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agencies, its officers, agents, employees and volunteers for all work performed by Service Provider, its employees, agents and subcontractors.

If Service Provider maintains higher limits than the minimum shown above, Agencies requires and shall be entitled to coverage for the higher limits maintained by Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Agencies.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

Agencies, its elected officials, officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Service Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Service Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01 if a later edition is used). The provision shall also apply to any excess liability policies. In addition, Service Provider shall ensure that the automobile liability policy contains a provision covering Agencies as an additional insured, and shall obtain an endorsement to that effect if it does not.

Excess Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf" with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against the other. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agencies as required in written contract or agreement before Agencies' own insurance or self-insurance shall be called upon to protect it as a named insured.

Agencies' Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these specifications or is cancelled and not replaced, Agencies have the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agencies will be promptly reimbursed by Service Provider, or Agencies will withhold amounts sufficient to pay premium from Service Provider's payments. In the alternative, Agencies may cancel this Agreement.

Agencies' Right to Revise Specifications

Agencies reserve the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Service Provider ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Service Provider, Agencies and Service Provider may renegotiate Service Provider's compensation.

Primary and Non-Contributory Coverage

For any claims related to this Agreement, Service Provider's insurance coverage shall be primary insurance as respects Agencies, its elected officials, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by Agencies, its elected officials, officers, agents, employees or volunteers shall be excess of Service Provider's insurance and shall not contribute with it and be at least as broad as CG 20 01 04 13.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Agencies.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Agencies. Agencies may require Service Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII, (unless otherwise acceptable to Agencies).

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against Agencies, its elected officials, officers, agents, employees or volunteers or shall specifically allow Service Provider, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Service Provider hereby waives his own right of recovery against Agencies, and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to Agencies prior to commencement of work.

Claims Made Policies

If any of the required policies provided coverage on a claims-made basis:

- (a). The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
- (b). Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work required under this Agreement.
- (c). If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Service Provider shall provide Agencies with copies of certificates (on Agencies certificate form or an Accord form as modified per Agencies direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to Agencies. All certificates and endorsements are to be received and approved by Agencies before work

commences. However, failure to obtain the required documents prior to the work beginning shall not waive Service Provider's obligation to provide them. Agencies reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Service Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Service Provider shall ensure that Agencies are an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

10. RELATION OF THE PARTIES

- (a) Service Provider is and shall at all times remain as to the Agencies a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Service Provider exclusive direction and control. Neither Agencies nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Service Provider or any of Service Providers officers, employees, or agents except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the Agencies. Service Provider shall not incur or have the power to incur any debt, obligation or liability whatever against Agencies, or bind Agencies in any manner.
- (b) No employee benefits shall be available to Service Provider in connection with the performance of this Agreement. Except for the fees paid to Service Provider as provided in the Agreement, Agencies shall not pay salaries, wages, or other compensation to Service Provider for performing services hereunder for Agencies. Agencies shall not be liable for compensation or indemnification to Service Provider for injury or sickness arising out of performing services hereunder.

11. TERMINATION BY AGENCIES

Agencies may terminate any portion or all of the services agreed to be performed under this Agreement by notifying Service Provider in writing 30 calendar days prior to any termination. In the event of such termination, Service Provider 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 Agency to Service Provider within 30 days following submission of a final statement by Service Provider.

12. CORRECTIONS

Service Provider shall correct, at its expense, all errors in the work which may be disclosed during Agencies' review of Service Provider's work. Should Service Provider fail to make such correction in a reasonably timely manner, such correction shall be made by Agencies, and the cost thereof shall be charged to Service Provider.

13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of Agencies from all claims and liabilities for compensation to Service Provider for anything done, furnished or relating to Service Provider's work or services. Acceptance of payment shall be any negotiation of Agencies' check or the failure to make a written extra compensation claim within five (5) calendar days of the receipt of that check, whichever occurs first. However, any approval or payment by Agencies shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Agencies for any defect or error in the work prepared by Service Provider, its employees, subcontractors, agents and consultants.

14. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

15. CONFLICT OF INTEREST

Service Provider is unaware of any Agency employee or official that has a financial interest in Service Provider's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Service Provider shall not offer, encourage or accept any financial interest in Service Provider's business by any Agency employee or official. If a portion of Service Provider's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within City or with a City franchisee, Service Provider warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

16. NON-APPROPRIATION OF FUNDS

Payments due and payable to Service Provider for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of Agencies funds. In the event Agencies have not appropriated sufficient funds for payment of Service Provider's services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

17. GOVERNING LAW; CAPTIONS; ENTIRE AGREEMENT BETWEEN PARTIES

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa. The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement. This Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering or services and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

18. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

19. TAXPAYER IDENTIFICATION NUMBER

Service Provider shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as most recently issued by the Internal Revenue Service.

20. MODIFICATION/AMENDMENT OF AGREEMENT

Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of the Agencies Manager(s), or his designee, and Service Provider.

21. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

22. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:	City of Thousand Oaks Attn: Kevin Wilson 1993 Rancho Conejo Boulevard Thousand Oaks, CA 91320 kwilson@toaks.org
TO CRPD/COSCA:	Conejo Recreation and Park District Attn: Matt Kouba 403 W. Hillcrest Drive Thousand Oaks, CA 91360 mkouba@crpd.org
TO SERVICE PROVIDER:	The Standard. Construction dba SoCal Brush Attn: Carey Everhart 107 N Reino Road #124 Newbury Park, CA 91320 Carey@socalbrush.com

24. SIGNATURES

(a) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) **Scanned Signatures.** In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) **Digital/Electronic Signatures.** This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

CITY OF THOUSAND OAKS

SERVICE PROVIDER

Mayor, Claudia Bill-De La Pena

Wendy Schmelter, President

Jared Schmelter, Secretary

**CONEJO RECREATION AND PARK DISTRICT
(CRPD)**

Jim Friedl, General Manager

**CONEJO OPEN SPACE CONSERVATION AGENCY
(COSCA)**

Rorie Skei, Chair

ATTEST:

Cynthia M. Rodriguez, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD:

Clifford G. Finley, Public Works Director

APPROVED AS TO FORM:

Office of the City Attorney

By: Felicia Liberman, Assistant City Attorney

EXHIBIT A

SCOPE OF WORK

Service Provider shall weed abate all designated parcels, open spaces, slopes, and roadsides designated the property of the City of Thousand Oaks (CITY), Conejo Recreation and Park District (CRPD), and Conejo Open Space Conservation Agency (COSCA), collectively known as the Agencies of Thousand Oaks (Agencies), listed hereunder in the attached Exhibits.

Service Provider's weed abatement methods should either be removal by hand and/or by use of a flail mower. If Service Provider utilizes a flail mower, Service Provider must implement proper dust control methods. Discing and chemicals are not permitted unless written authorization has been granted by the respective Agency's Project Manager in advance of the work. Abatement shall include rake, removal, and disposal of all seasonal and recurrent weeds, stubble, brush, dry grass, dry leaves, tumble weeds, poison oak, sumac, rubbish, litter, or other flammable materials of any kind that are present and constitute a fire hazard. Weed abatement areas shall include, but are not limited to, areas within one-hundred feet of all structures, and areas within ten feet of all roadsides. Service Provider's start date shall not begin prior to the first full week of April and must be completed by June 1 of each calendar year.

Service Provider shall be responsible for clearance pruning of all trees located on open spaces and slopes to a height of five feet from the ground or 1/3 the tree's height, whichever is less, including all sucker growth. All trees over hanging roadsides shall be pruned for height clearance of 18 feet over roadsides. All tree pruning shall be performed to International Society of Arboriculture (ISA) standards and in such a manner as to encourage and promote the natural growth and shape of tree species. All work must be performed in accordance with the Ventura County Fire Protection District Ordinance Number 27 and California State Health and Safety Code sections 14875 through 14902. Service Provider must inform the respective Agency's Project Manager Via ArcGIS Collector Mobile Application (herein referred to as ArcGIS) of the designated parcel or parcels that have been completed on a daily basis. The Agencies will provide daily updates for individual bid items that have been inspected by the Agencies staff via ArcGIS. All areas are subject to a mandatory job-walk on notice from each agency's respective Project Manager. Agencies staff will verify work entered into ArcGIS and will have authority to reopen individual line items that do not meet Agencies' Standards. Each area is to be billed per the attached Weed Abatement Cost Proposal Form and inspected by the respective Agency. Work will not be considered complete until it has passed inspection by the Ventura County Fire Department. All areas are inspected by the Fire Department between June 1 and June 30 each calendar year. Areas that do not pass inspection, due to the Service Provider's failure to complete the Scope of Work, must be addressed by the Service Provider at no additional cost to the respective Agency. Areas that experience re-growth due to extensive soil moisture and/or rain will be considered extra services and will be addressed on a case-by-case basis.

From March through early September Thousand Oaks is home to nesting native bird species. An area must be carefully inspected before work commences. If an active bird nest is located within the work site, the Service Provider shall stop work immediately and contact the appropriate agency Project Manager to seek further instructions.

Plants that shall be avoided and not removed:

BOTANICAL NAME	COMMON NAME
Asclepias fascicularis	Narrowleaf Milkweed
Astragalus brauntonii	Braunton's Milkvetch

The maps of each location are attached as Exhibit C or can be viewed through a web browser:

<https://toaks.maps.arcgis.com/apps/webappviewer/index.html?id=86d1dcb83ef342358c358518cca11992>

COST DEDUCTION FROM INVOICES

Agencies shall withhold payment for any location that has failed inspection by the Ventura County Fire Department (VCFD). If said payments were already paid, Agencies shall have the right to deduct the amount from current areas to be paid, until the area failed has passed inspection by VCFD.

DISRUPTION OF SERVICES

Service Provider shall advise City Project Manager prior to any disruption of City supplied services to extent feasible.

EXTRA SERVICE

Re-mows shall be considered extra services on a case-by-case basis if the re-mows are due to no fault of the Service Provider. The Agency in charge of the area needing extra services shall authorize all extra work, under \$5,000, by written letter; before any extra services may begin. Any letter provided to Service Provider, shall be on Agency letter head and detail the location and square footage of the extra services to be performed. All extra services shall be completed within ten (10) days of the letter authorizing the extra services. All letters shall be emailed to the Service Provider.

HOURS OF SERVICE

All work for Agencies must be conducted Monday through Friday, from 7:00 a.m. to 5:00 p.m. unless specified by the individual Agency's respective Project Manager. CRPD is not opposed to Proposer working on Saturdays and Sundays (with minor exceptions where work would interfere with operations). The Service Provider shall work with each respective agency regarding permissible days and times to conduct the work outside of the standard listed above. No work shall be performed before 7:00 a.m. daily.

IDENTIFICATION OF SERVICE PROVIDER/SUBCONTRACTOR

Service Provider shall provide each of its employees a form of identification including a uniform and badge clearly identifying that each employee is part of the current project at hand.

STORMWATER QUALITY

All work shall be undertaken in accordance with conditions and requirements of the Ventura Countywide Stormwater Quality Management Program, National Pollutant Discharge Elimination System (NPDES) Permit No. CAS004002. Service Provider shall employ NPDES best management practices. At all times work shall proceed using due diligence to safeguard against the disposition of sediment, debris, concrete sawcut effluent, and other polluting matter into the street, storm drain, and/or associated drainage conveyances. The storm drain system shall not be used for the disposal of any wastes including, but not limited to, wastewaters associated with the cleaning and/or rinsing of equipment, streets, or walkways (Thousand Oaks Municipal Code 7-8.302).

TRAFFIC AND SAFETY REQUIREMENTS

All traffic controls shall be in accordance with the Manual of Traffic Controls for Construction and Maintenance Work Zones, published by State of California, Department of Transportation (Caltrans), current edition. All traffic control devices, safety lights, and flagmen shall be provided by Service Provider. Prior to the partial or complete closing of any lanes, streets or intersections, Service Provider shall get approval from City Project Manager.

Service Provider shall adhere to all Cal/OSHA safety requirements and guidelines to include, but not limited to, appropriate entry to confined spaces.

EXHIBIT B

SCHEDULE OF FEES

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The City of Thousand Oaks reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

ID	APN	Square Feet	Responsible	Total Cost
1	5970010015	158,909	COSCA	\$1,700.32
2	5690070545	26,291	COSCA	\$281.31
3	595012012	4,736	COSCA	\$50.67
4	680023074	69,929	COSCA	\$748.24
5	680023075	40,554	COSCA	\$433.92
6	680005258	89,155	COSCA	\$953.95
7	680005257	28,300	COSCA	\$29.96
8	6800031075	5,695	COSCA	\$60.93
9	664005017	1,799	COSCA	\$19.24
10	664004140	7,291	COSCA	\$78.01
11	6640050175	25,052	COSCA	\$268.05
12	6760040235	86,660	COSCA	\$927.26
13	5920110615	189,319	COSCA	\$2,025.71
14	5920054015	20,252	COSCA	\$216.69
15	6900350115	176,014	COSCA	\$1,883.34
16	6790191065	5,534	COSCA	\$59.21
17	6800051075	222,980	COSCA	\$2,385.88
18	6710260145	123,864	COSCA	\$1,325.34
19	670011019	40,586	COSCA	\$434.27
20	682022138	74,006	COSCA	\$791.86
21	682022127	45,276	COSCA	\$484.45
22	5970020025	5392	COSCA	\$57.69
23	6730450915	30,439	COSCA	\$325.69
24	6670300275	7,412	COSCA	\$79.30

ID	APN	Square Feet	Responsible	Total Cost
25	5520120125	79,100	COSCA	\$846.37
26	5520120095	6,392	COSCA	\$68.39
27	6630010525	54,954	COSCA	\$588.00
28	520030040	57,631	COSCA	\$613.76
29	552013009	81,950	COSCA	\$876.86
30	520030042	19,065	COSCA	\$203.99
31	520030014	131,538	COSCA	\$1,407.45
32	552005230	105,261	COSCA	\$1,126.29
33	552013010	88,276	COSCA	\$944.55
34	5520061085	44,342	COSCA	\$474.45
35	5510200010	139,574	COSCA	\$1,493.44
36	5220180125	171,908	COSCA	\$1,839.41
37	679020101	94,981	COSCA	\$1,016.29
38	524009008	499,652	COSCA	\$5,346.27
39	519018155	106,782	COSCA	\$1,142.56
40	234008034	25,078	COSCA	\$268.33
41	664001053	42,731	COSCA	\$457.22
42	6640010085	109,017	COSCA	\$1,166.48
43	2350210385	254,996	COSCA	\$2,728.45
44	6730450875	57,524	COSCA	\$615.50
45	6730450865	2,216	COSCA	\$23.71
46	6610111112	1,289	COSCA	\$13.79
47	6660110265	154,483	COSCA	\$1,652.96
48	2350250015	16,439	COSCA	\$175.89
49	668033001	254,613	COSCA	\$2,724.35
50	661031006	9,203	COSCA	\$98.47
51	695022008	50,531	COSCA	\$540.68
52	660003068	12,459	COSCA	\$133.31
53	520010058	14,237	COSCA	\$152.33
54	673045086	2,108	COSCA	\$22.55
55	673002549	10,283	COSCA	\$110.02
56	673021025	10,512	COSCA	\$112.47
57	673030004	950	COSCA	\$10.16
58	673030025	4,644	COSCA	\$49.69
59	673021017	1,201	COSCA	\$12.85
60	236006217	22,350	COSCA	\$239.14
61	236040005	9,270	COSCA	\$99.18
62	PURPOSELY	LEFT	BLANK	\$0.00
63	6940060335	75,059	COSCA	\$803.13
64	521010002	138,618	CRPD	\$1,483.21
65	551017004	3,881	CRPD	\$41.52
66	520029101	28,642	CRPD	\$306.46
67	520029001	69,216	CRPD	\$740.61
68	520029002	67,644	CRPD	\$723.79
69	520028001	2,644	CRPD	\$28.29

ID	APN	Square Feet	Responsible	Total Cost
70	677010024	203,334	CRPD	\$2,175.67
71	677010024	2,250	CRPD	\$24.07
72	690036005	75,900	CRPD	\$812.13
73	664004141	1,509	CRPD	\$16.14
74	696022002	10,767	CRPD	\$115.20
75	664004141	3,384	CRPD	\$36.20
76	569007051	14,945	CRPD	\$159.91
77	569007047	335,179	CRPD	\$3,586.41
78	569001201	34,543	CRPD	\$369.61
79	569004084	1,965	CRPD	\$21.02
80	569004066	36,614	CRPD	\$391.76
81	569003010	41,499	CRPD	\$444.03
82	569004082	67,446	CRPD	\$721.67
83	569004083	53,765	CRPD	\$575.28
84	569007006	7,534	CRPD	\$80.61
85	569005003	11,948	CRPD	\$127.84
86	570008026	96,322	CRPD	\$1,030.64
87	5920110575	15,458	CRPD	\$165.40
88	5920110565	17,537	CRPD	\$187.64
89	592010147	30,896	CRPD	\$330.58
90	592011057	16,802	CRPD	\$179.78
91	592010140	979	CRPD	\$10.47
92	592011057	290,800	CRPD	\$3,111.56
93	592011054	44,520	CRPD	\$476.36
94	520030034	317,350	CRPD	\$3,395.64
95	677011033	272,907	CRPD	\$2,920.10
96	677011032	308,632	CRPD	\$3,302.36
97	677011029	10,819	CRPD	\$115.76
98	677011027	11,338	CRPD	\$121.31
99	520029004	1,028	CRPD	\$10.99
100	520028002	29,582	CRPD	\$316.52
101	520028004	9,984	CRPD	\$106.82
102	520028003	2,341	CRPD	\$25.04
103	551017008	52,256	CRPD	\$559.13
104	551017009	102,782	CRPD	\$1,099.76
105	520029005	8,642	CRPD	\$92.46
106	520029003	15,345	CRPD	\$164.19
107	551017007	679	CRPD	\$7.26
108	551017003	125,456	CRPD	\$1,342.37
109	551017004	134,321	CRPD	\$1,437.23
110	551017010	38,620	CRPD	\$413.23
111	521001124	39,355	CRPD	\$421.09
112	551020003	197,061	CRPD	\$2,108.55
113	592002101	83,828	CRPD	\$896.95
114	682022128	4,365	CRPD	\$46.70
115	682022101	4,343	CRPD	\$46.47

ID	APN	Square Feet	Responsible	Total Cost
116	524009025	10,761	CRPD	\$115.14
117	524009022	158,929	CRPD	\$1,700.54
118	524009025	126,749	CRPD	\$1,356.21
119	677011035	238,754	CRPD	\$2,554.66
120	682024040	190,979	CRPD	\$2,043.47
121	570008038	51,685	CRPD	\$553.02
122	525036001	2,739	CRPD	\$29.30
123	525036002	13,472	CRPD	\$144.15
124	525036003	30,683	CRPD	\$328.30
125	682016002	33,835	CRPD	\$362.03
126	682016001	69,637	CRPD	\$745.11
127	679001027	11,220	CRPD	\$120.05
128	678007029	53,557	CRPD	\$573.05
129	678007026	20,287	CRPD	\$217.07
130	678007019	29,032	CRPD	\$310.64
131	678007026	31,112	CRPD	\$332.89
132	677010035	29,153	CRPD	\$311.93
133	660003019	22,213	CRPD	\$237.67
134	660003023	6,469	CRPD	\$69.21
135	677010023	325,909	CRPD	\$3,487.22
136	658015001	110,914	CRPD	\$1,186.77
137	525006012	196,482	CRPD	\$2,102.35
138	661022103	29,479	CRPD	\$315.42
139	0	5,781	CTO	\$61.85
140	0	34,363	CTO	\$367.68
141	670039001	20,281	CTO	\$217.00
142	670039002	20,035	CTO	\$214.37
143	670039003	19,968	CTO	\$213.65
144	670039004	20,304	CTO	\$217.25
145	670039005	22,477	CTO	\$240.50
146	670039006	21,537	CTO	\$230.44
147	670039007	22,369	CTO	\$239.34
148	670039008	17,812	CTO	\$190.58
149	670039009	20,002	CTO	\$214.02
150	670039010	20,402	CTO	\$218.30
151	670039024	26,510	CTO	\$283.65
152	670039023	28,406	CTO	\$303.94
153	0	61,540	CTO	\$658.47
154	670039011	19,990	CTO	\$213.89
155	670039012	20,015	CTO	\$214.16
156	670039013	20,088	CTO	\$214.94
157	670039014	26,121	CTO	\$279.49
158	670039015	22,642	CTO	\$242.26
159	670039016	19,024	CTO	\$203.55
160	670039017	20,722	CTO	\$221.72

ID	APN	Square Feet	Responsible	Total Cost
161	670039018	20,383	CTO	\$218.09
162	670039020	28,266	CTO	\$302.44
163	670039019	19,999	CTO	\$213.98
164	670039021	24,072	CTO	\$257.57
165	670039022	48,270	CTO	\$516.48
166	669006277	11,153	CTO	\$119.33
167	6780070285	107,749	CTO	\$1,152.91
168	678035218	1,043	CTO	\$11.16
169	6780070285	2,196	CTO	\$23.49
170	6780070285	361	CTO	\$3.86
171	678034019	863	CTO	\$9.23
172	678033135	658	CTO	\$7.04
173	678033136	2,205	CTO	\$23.59
174	678037004	2,036	CTO	\$21.78
175	678037041	1,322	CTO	\$14.14
176	6780370485	18,315	CTO	\$195.97
177	6780370035	4,234	CTO	\$45.30
178	6780370045	12,115	CTO	\$129.63
179	679018312	14,752	CTO	\$155.92
180	5210350405	158,448	CTO	\$1,695.39
181	5510120010	82,902	CTO	\$887.05
182	5510120010	97,382	CTO	\$1,041.98
183	521002030	1,551	CTO	\$16.59
184	6740440195	24,513	CTO	\$262.28
185	6740450205	58,664	CTO	\$627.70
186	6740361165	91,205	CTO	\$975.89
187	6740010275	38,241	CTO	\$409.17
188	674001020	28,478	CTO	\$304.71
189	6740010275	10,898	CTO	\$116.60
190	6740010275	10,029	CTO	\$107.31
191	5710141215	73,883	CTO	\$790.54
192	5700381015	5,567	CTO	\$59.56
193	5970020035	19,009	CTO	\$203.39
194	5950053045	19,088	CTO	\$204.24
195	0	1,412	CTO	\$15.10
196	5950070145	14,585	CTO	\$156.05
197	5950120110	5,043	CTO	\$53.96
198	0	19,513	CTO	\$208.78
199	0	18,834	CTO	\$201.52
200	5920250125	25,200	CTO	\$26.75
201	5250060125	134,962	CTO	\$1,444.09
202	5250060115	33,629	CTO	\$359.83
203	5250060095	65,671	CTO	\$702.67
204	5250053115	91,274	CTO	\$976.63
205	5250053205	3,014	CTO	\$32.24

ID	APN	Square Feet	Responsible	Total Cost
206	5250053195	36,076	CTO	\$386.01
207	5250053175	29,149	CTO	\$311.89
208	5250060085	3,084	CTO	\$32.99
209	5250060125	28,734	CTO	\$307.45
210	6630060185	76,424	CTO	\$817.73
211	5260110385	142,980	CTO	\$1,529.88
212	5260162195	33,594	CTO	\$359.45
213	5260150225	18,946	CTO	\$202.72
214	5260120745	87,460	CTO	\$935.82
215	667007203	35,565	CTO	\$380.54
216	667012032	100,665	CTO	\$1,077.11
217	6670080105	139,236	CTO	\$1,489.82
218	6580182065	53,421	CTO	\$571.60
219	6580012295	37,444	CTO	\$400.65
220	2340360065	92,052	CTO	\$984.95
221	2340360055	19,557	CTO	\$209.25
222	597001001	78,892	CTO	\$844.14
223	665023025	21,198	CTO	\$226.81
224	6660110265	27,099	CTO	\$289.95
225	6650240315	117,225	CTO	\$1,254.30
226	6650290115	8,501	CTO	\$90.96
227	6610310065	87,126	CTO	\$932.24
228	0	18,299	CTO	\$195.79
229	6610253045	70,471	CTO	\$754.03
230	6660163265	30,658	CTO	\$328.04
231	6660180075	220,496	CTO	\$2,359.30
232	6660250445	6,624	CTO	\$70.87
233	6660110265	30,019	CTO	\$321.20
234	6660250435	103,763	CTO	\$1,110.26
235	6660240215	77,823	CTO	\$832.70
236	6660202295	168,659	CTO	\$1,804.65
237	6660214295	118,640	CTO	\$1,269.44
238	6660230215	95,638	CTO	\$1,023.32
239	6660220275	42,234	CTO	\$451.90
240	6660273205	35,159	CTO	\$376.20
241	6660220275	6,744	CTO	\$72.16
242	6660263015	54,290	CTO	\$580.90
243	6580052210	52,659	CTO	\$563.45
244	6588050801	13,515	CTO	\$144.61
245	0	10,904	CTO	\$116.67
246	0	2,640	CTO	\$28.24
247	6580200015	69,862	CTO	\$747.52
248	6600030175	13,463	CTO	\$144.05
249	6600160305	15,418	CTO	\$164.97
250	660003022	5,693	CTO	\$60.91

ID	APN	Square Feet	Responsible	Total Cost
251	6730110360	7,995	CTO	\$85.54
252	6730110350	21,423	CTO	\$229.22
253	673015073	12,966	CTO	\$138.72
254	673015072	18,326	CTO	\$196.08
255	0	21,151	CTO	\$226.31
256	0	3,227	CTO	\$34.52
257	0	8,315	CTO	\$88.97
258	6640010485	39,080	CTO	\$418.15
259	681005006	11,204	CTO	\$119.88
260	6810012130	17,721	CTO	\$189.61
261	6640010505	63,164	CTO	\$675.85
262	6640010345	71,892	CTO	\$769.24
263	681014006	70,545	CTO	\$754.83
264	6810140025	61,652	CTO	\$659.67
265	6810140065	94,751	CTO	\$1,013.83
266	6810140075	216,198	CTO	\$2,313.31
267	6760040105	84,999	CTO	\$909.48
268	6760040105	32,430	CTO	\$347.00
269	6700182230	21,897	CTO	\$234.29
270	6700182210	55,229	CTO	\$590.95
271	6700182190	7,444	CTO	\$79.65
272	676018031	1,111	CTO	\$11.88
273	6760180360	38,139	CTO	\$408.08
274	676012108	15,121	CTO	\$161.79
275	676009008	584	CTO	\$6.24
276	6760100190	3,757	CTO	\$40.19
277	6760100200	752	CTO	\$8.04
278	6760100210	11,709	CTO	\$125.28
279	6760100220	12,552	CTO	\$134.30
280	6760100230	5,953	CTO	\$63.69
281	6760100240	2,479	CTO	\$26.52
282	6760130090	26,043	CTO	\$278.66
283	6760110290	583	CTO	\$6.23
284	676013049	2,234	CTO	\$23.90
285	6760110440	12,938	CTO	\$138.43
286	6760110330	8,553	CTO	\$91.51
287	6760110310	2,422	CTO	\$25.91
288	676011030	3,191	CTO	\$34.14
289	6760110430	2,115	CTO	\$22.63
290	6760110340	16,438	CTO	\$175.88
291	6760110140	9,004	CTO	\$96.34
292	6640091095	2,021	CTO	\$21.62
293	6640091205	1,330	CTO	\$14.23
294	6640041405	25,611	CTO	\$274.03
295	6970171145	2,444	CTO	\$26.15

ID	APN	Square Feet	Responsible	Total Cost
296	6970180095	56,932	CTO	\$609.17
297	6970180095	23,121	CTO	\$247.39
298	6640050175	40,269	CTO	\$430.87
299	5690070685	153,907	CTO	\$1,646.80
300	6710050255	2,140	CTO	\$22.89
301	6800051075	104,741	CTO	\$1,120.72
302	6890070025	4,338	CTO	\$46.41
303	6890070255	12,353	CTO	\$132.17
304	6890070255	69,530	CTO	\$743.97
305	6890020015	14,980	CTO	\$160.28
306	6890083175	58,932	CTO	\$630.57
307	6890083185	98,547	CTO	\$1,054.45
308	6890083195	106,608	CTO	\$1,140.70
309	6890083205	55,300	CTO	\$591.71
310	6890093075	38,683	CTO	\$413.90
311	6890102195	24,718	CTO	\$264.48
312	6890102365	109,659	CTO	\$1,173.35
313	6890102395	3,428	CTO	\$36.67
314	6690101095	14,112	CTO	\$150.99
315	689010108	16,403	CTO	\$175.51
316	689011019	16,498	CTO	\$176.52
317	5690083015	32,724	CTO	\$350.14
318	5690096115	37,594	CTO	\$402.25
319	5690101325	61,430	CTO	\$657.30
320	5690112015	8,429	CTO	\$90.19
321	5690111015	12,708	CTO	\$135.97
322	5690050135	21,874	CTO	\$234.05
323	5690070345	13,790	CTO	\$147.55
324	5970020065	3,669	CTO	\$39.25
325	6670120170	12,198	CTO	\$130.51
326	5520130015	32,050	CTO	\$342.93
327	5520130015	39,361	CTO	\$421.16
328	5200300115	4,547	CTO	\$48.65
329	5520130015	3,437	CTO	\$36.77

2021

<u>Description of Work</u>	<u>Total Cost</u>
1. Subtotal for Conejo Open Space Conservancy Agency (COSCA) Items 1-63	\$ <u>45,820.03</u>
2. Subtotal for Conejo Recreation and Park District (CRPD) Items 64-138	\$ <u>56,619.99</u>
3. Subtotal for City of Thousand Oaks (CTO) Items 139-329	\$ <u>74,217.43</u>
Grand Total for all areas:	\$<u>176,657.45</u>

Extra Services:

Re-mow at \$ 0.009 per square foot.

2022

<u>Description of Work</u>	<u>Total Cost</u>
1. Subtotal for Conejo Open Space Conservancy Agency (COSCA) Items 1-63	\$ <u>45,820.03</u>
2. Subtotal for Conejo Recreation and Park District (CRPD) Items 64-138	\$ <u>56,619.99</u>
3. Subtotal for City of Thousand Oaks (CTO) Items 139-329	\$ <u>74,217.43</u>
Grand Total for all areas:	\$<u>176,657.45</u>

Extra Services:

Re-mow at \$ 0.009 per square foot.

2023

<u>Description of Work</u>	<u>Total Cost</u>
1. Subtotal for Conejo Open Space Conservancy Agency (COSCA) Items 1-63	\$ <u>45,820.03</u>
2. Subtotal for Conejo Recreation and Park District (CRPD) Items 64-138	\$ <u>56,619.99</u>
3. Subtotal for City of Thousand Oaks (CTO) Items 139-329	\$ <u>74,217.43</u>
Grand Total for all areas:	\$<u>176,657.45</u>

Extra Services:

Re-mow at \$ 0.009 per square foot.

2024

<u>Description of Work</u>	<u>Total Cost</u>
1. Subtotal for Conejo Open Space Conservancy Agency (COSCA) Items 1-63	\$ <u>45,820.03</u>
2. Subtotal for Conejo Recreation and Park District (CRPD) Items 64-138	\$ <u>56,619.99</u>
3. Subtotal for City of Thousand Oaks (CTO) Items 139-329	\$ <u>74,217.43</u>
Grand Total for all areas:	\$ <u>176,657.45</u>

Extra Services:

Re-mow at \$ 0.009 per square foot.

2025

<u>Description of Work</u>	<u>Total Cost</u>
1. Subtotal for Conejo Open Space Conservancy Agency (COSCA) Items 1-63	\$ <u>45,820.03</u>
2. Subtotal for Conejo Recreation and Park District (CRPD) Items 64-138	\$ <u>56,619.99</u>
3. Subtotal for City of Thousand Oaks (CTO) Items 139-329	\$ <u>74,217.43</u>
Grand Total for all areas:	\$ <u>176,657.45</u>

Extra Services:

Re-mow at \$ 0.009 per square foot.

CONTRACT YEARLY TOTAL COST	\$176,657.45
TOTAL 5-YEAR TOTAL COST	\$883,287.25
EXTRA SERVICES FOR 5-YEAR TERM	\$176,000.00
GRAND TOTAL NOT-TO-EXCEED FOR 5-YEAR TERM	\$1,059,287.25

Pricing shall remain in effect through the term of the agreement.