

**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 **Venco Western, Inc.** hereinafter referred to as "Contractor."

1. Contractor shall furnish all materials and perform all of the work for the completion of **temporary landscaping services – west** in accordance with the Contract Documents.
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. Contractor shall perform work in accordance with service rates (Exhibit A), grounds maintenance definitions (Exhibit B) and individual park site services (Exhibit C).
3. The service rates shall be considered full compensation to Contractor for furnishing all materials and for doing all the work contemplated and embraced in this agreement, 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.
4. Contractor herein certifies that he is licensed by the State of California in accordance with regulations of the Contractor's State License Board.
5. 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, City of Thousand Oaks and COSCA, 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: \$500,000 each person; \$2,000,000 each occurrence, \$5,000,000 aggregate.
Property Damage: \$250,000 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.

6. Owner reserves the right to do other work in connection with project 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.
7. 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.
8. Owner may require additional work to be performed at a negotiated cost with the Contractor.
9. Owner shall be entitled to all costs including reasonable attorney's fees necessarily incurred to enforce any provisions of this Contract.
10. Contractor hereby unconditionally guarantees that the work will be done in accordance with requirements of Contract.
11. 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.
12. Owner, by notifying Contractor in writing, may upon 30 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.
13. This is a month-to-month contract. This contract is to be in effect from **January 1, 2023** to no later than **June 30, 2023**.
14. 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: _____ By: _____
James Friedl, General Manager

VENCO WESTERN, INC.

Date: _____ By: _____

EXHIBIT A

TEMPORARY LANDSCAPING SERVICES – WEST AT THE CONEJO RECREATION AND PARK DISTRICT SERVICE RATES

1. **Banyan Park** \$ 1,086.00 per month
Provide services as described on page C-1
2. **Borchard Park** \$ 1,883.13 per month
Provide services as described on page C-2
3. **Cypress Park** \$ 812.66 per month
Provide services as described on page C-3
4. **Del Prado Playfield** \$ 748.97 per month
Provide services as described on page C-4
5. **Dos Vientos Community Park** \$ 1,843.63 per month
Provide services as described on page C-5
6. **Dos Vientos Neighborhood Park** \$ 1,883.13 per month
Provide services as described on page C-6
7. **Hickory Park** \$ 553.09 per month
Provide services as described on page C-7
8. **Kimber Park** \$ 3,005.77 per month
Provide services as described on page C-8
9. **Knoll Park Access Strip** \$ 362.14 per month
Provide services as described on page C-9
10. **Lynn Oaks Park** \$ 539.92 per month
Provide services as described on page C-10
11. **Newbury Gateway Park** \$ 812.64 per month
Provide services as described on page C-11
12. **Pepper Tree Playfield** \$ 1,672.43 per month
Provide services as described as page C-12
13. **Rancho Conejo Playfield** \$ 2,398.92 per month
Provide services as described as page C-13
14. **Stagecoach Inn Park** \$ 329.92 per month
Provide services as described on page C-14

15.	Stagecoach Inn Museum Provide services as described on page C-15	\$ <u>INCL W/14</u> per month
16.	Suburbia Park Provide services as described on page C-16	\$ <u>650.11</u> per month
17.	Sycamore Neighborhood Park Provide services as described on page C-17	\$ <u>1,629.63</u> per month
18.	Walnut Grove Park Provide services as described on page C-18	\$ <u>552.59</u> per month
19.	Wendy Park Provide services as described on page C-19	\$ <u>645.27</u> per month
20.	Wildflower Playfield Provide services as described on page C-20	\$ <u>1,720.17</u> per month
21.	Wildwood Neighborhood Park Provide services as described on page C-21	\$ <u>131.69</u> per month
	TOTAL or (amount written out):	\$ <u>23,261.11</u> per month

Twenty-three thousand two hundred sixty-one dollars and eleven cents

EXHIBIT B

GROUNDS MAINTENANCE DEFINITION

1. MOWING AND EDGING

Contractor will inspect all turf areas for litter and debris and dispose of it prior to each mowing. Contractor will be responsible for the cleanup of shredded litter or debris created by mower.

Turf will be mowed once a week during growing season between the hours 7:00 a.m. to 3:30 p.m. Missed mowing days during growing season will be made up that same week. During non-growing season, mowing will be done on an as-needed basis to be determined by CRPD staff. Bermuda sites may receive monthly mowing in the dormant season if the District Parks Superintendent specifies. Always maintain a neat and manicured appearance.

Turf grass will be mowed to maintain a height of two inches on fescue sites, and one inch on Bermuda/Warm Season sites (see Exhibit C for sites). Mowing will not take place when soil moisture levels are excessive due to potential damage of turf. Any excess clipping will be collected and disposed of to prevent damage and unsightly appearance of lawns. Mowing equipment is to be maintained at the highest level in order to prevent injury to the public, property, or operator. Blades are to be kept sufficiently sharp and properly adjusted to prevent turf blade bruising, tearing, shredding, or scalping. Mowing equipment is to be used in a safe manner to neither damage turf nor cause injury to public, CRPD employees, or operator. During CRPD ball field refurbishment period one time per year and after fertilization, turf will be mowed on an as-needed basis to be determined by CRPD staff.

Turf area adjacent to all hardscape edges such as sidewalks, curb lines, concrete slabs, and bed edges will be edged with a mechanical edger weekly from April through October and bi-weekly November through March to maintain a neat and fresh appearance. Edge along sidewalks should be in a neat and uniform line, in a manner that results in a well-defined, V-shape edge that extends into the soil. Such edging should be done with a power edger with a rigid blade or straight line trimmers with a proper guide to facilitate neat straight edging; freehand line trimming will not meet this requirement.

String trimming will be performed weekly around trees, shrubs, signs, posts, poles, fence lines, backstops, valve boxes, and quick coupler boxes. At the conclusion of each visit, all hardscape, walkways, and picnic pads will be blown clean. Dugout edging and debris must be blown back away from ball field brick dust. Turf areas adjacent to ground covers, open areas, and other obstacles can be edged chemically with prior permission from CRPD and using state-approved herbicides. Tree wells will be maintained between 18 and 24 inches. All other obstacles borders will be maintained at a maximum of 4 inches.

2. SHRUB AND GROUND COVER

Shrub beds will be policed for weeds, litter, and debris. Particular attention will be paid to entryways, focal points, and high traffic areas. Shrub beds will be groomed to promote an attractive and fresh appearance. Complete trimming, edging, and weeding of all shrub and ground cover areas will be done following flowering or during dormant season. Pruning and hedging will be done at CRPD-established maintenance height. Ground cover and shrubs will be trimmed to contain perimeter growth to within bed areas where adjacent to walks, curbs, and structures.

Ground covers cannot be allowed to invade the branching structure of trees and shrubs. Removal of leaves and debris from beds and walkways will be done throughout the year to maintain a clean appearance.

3. TREES

Trees will be skirted as needed and at the discretion of CRPD to allow pedestrian and vehicle clearance. Prune lower branches when in conflict with growth of planting beneath. Trees over 12 feet with low hanging branches that are considered a hazard to pedestrians or vehicles will be pruned. All trees under 12 feet will be pruned to remove weak, dead, damaged, and diseased portions of the tree for natural growth development. Cuts will be flush and clean, leaving no stubs or tearing of bark. Major pruning will be done following flowering or during plant's dormant season. Evergreen trees may be pruned at any time. Monitor trees that are staked. Loosen and/or remove supports when appropriate to prevent girdling of the trunk and encourage root development for support.

4. DRAINAGE SYSTEMS

Landscape drains and drainage ditches will be visually inspected and cleared of obstructions prior to rainy season. Throughout the rainy season, they will continue to be inspected, especially before and after storms. All stormwater retention facilities must be maintained with proper Best Management Practices in place.

5. FERTILIZATION

Contractor will provide all labor to fertilize turf, shrubs, and ground cover to maintain proper nutrient levels and provide a consistent, healthy appearance. Parks will receive a minimum of two applications of a complete fertilizer in spring and two in fall. Cost and supply of fertilizer material will be the responsibility of CRPD.

6. TENNIS, BASKETBALL, HANDBALL COURTS, ETC.

Courts are to be checked for trash and debris, which should be removed. Courts are to be blown once a week. Courts should be locked until maintenance is completed. Upon completion of maintenance, courts should be dry (no puddles) when leaving. Puddles are to be dried after rainy weather.

7. GRAFFITI

Graffiti is to be reported to CRPD staff within 24 hours. Graffiti removal throughout park property will be the responsibility of CRPD.

8. PLAYGROUND AREAS

Play areas are to be free of debris, litter, and weeds. Sand and bark is to be raked and leveled to grade under all crucial play areas, slides, climbers, etc. All safety concerns are to be reported to CRPD immediately. Sand on sidewalk and rubber surfaces are to be blown or swept clean. Cost for additional material needed to keep play area safe is the responsibility of CRPD.

9. BARBECUES, TABLES, PLAY EQUIPMENT

Barbecues and picnic tables are to be cleaned weekly, ashtrays to be emptied, and play equipment to be cleaned on an as-needed basis.

10. LITTER REMOVAL

Police loose litter throughout park. Loose litter is to be picked up and disposed of two times a week during the period November to March and three times a week during the period of April to

October. Trash receptacles are to be dumped, trash can liners are to be replaced when one quarter full or more. Receptacles are to be maintained in a clean and sanitary manner.

11. PARKING LOT

Pick up loose litter, blow out corners and sweep or blow parking lot.

12. IRRIGATION

CRPD will maintain and adjust the controllers on all parks as needed. All concerns and leaks are to be reported to CRPD immediately. Repairs will be on a time and material cost to CRPD unless contractor created damage.

13. RUNNING TRACK

Track is to be clear of debris, ruts are to be filled and graded as needed. District will supply fill material.

14. WEED CONTROL

Broad leaf and weed control by herbicide with prior permission of District. Contractor is responsible for control and elimination of weeds in tree wells, along fence lines, and around other obstacles either by chemical treatment or string trimming. At no time will these weeds ever be more than 2 inches higher than adjacent turf.

15. AERATE

Aeration will be performed two times in spring. Extra aeration will be on an as-needed basis determined by CRPD staff at an extra cost. Plugs will be maintained at a minimum of six inches unless site conditions prevent minimum core depth and will be picked up and removed at parks with sports fields. Valve boxes and sprinklers must be marked and avoided.

16. SAND VOLLEYBALL COURTS

Volleyball courts are to be free of debris, litter, and weeds. Sand is to be raked and leveled as needed to grade under all crucial play areas. All safety concerns are to be reported to CRPD immediately. Sand on sidewalk and adjacent hardscape are to be blown or swept clean.

EXHIBIT C

(All acreage quantities are estimates; actual field conditions may differ)

Banyan Park Grounds Maintenance **3605 Erinlea, Newbury Park**

Total Park Acres: 7.4 Developed Acres: 3.0 Approx. acres of turf: 1.4

Provide the following services as defined in Exhibit B:

- Mowing and Edging
- Shrub and Ground Cover
- Trees
- Drainage Systems
- Fertilization
- Tennis Basketball Handball Court
- Graffiti
- Playground Area
- BBQs Tables Play Equipment
- Litter Pick up and Removal
- Parking Lot
- Irrigation
- Weed Control
- Aerate

Borchard Park Grounds Maintenance

190 Reino Road, Newbury Park

Total Park Acres: 28.7 Developed Acres: 28.7 Approx. acres of turf: 7.05

Provide the following services as defined in Exhibit B:

- Mowing and Edging

Cypress Park Grounds Maintenance

469 ½ Havenside, Newbury Park

Total Park Acres: 5.0 Developed Acres: 5.0 Approx. acres of turf: 1.76

Provide the following services as defined in Exhibit B:

- Mowing and Edging

Del Prado Playfield Grounds Maintenance
402 Calle Del Prado, Newbury Park

Total Park Acres: 26.0 Developed Acres: 26.0 Approx. acres of turf: 7.84

Provide the following services as defined in Exhibit B:

- Mowing and Edging

Dos Vientos Community Park Grounds Maintenance
4801 Borchard Road, Newbury Park

Total Park Acres: 27.8 Developed Acres: 27.8 Approx. acres of turf: 11.13

Provide the following services as defined in Exhibit B:

- Mowing and Edging

Dos Vientos Neighborhood Park Grounds Maintenance

5168 Via Andrea, Newbury Park

Total Park Acres: 5.2 Developed Acres: 5.2 Approx. acres of turf: 2.41

Provide the following services as defined in Exhibit B:

- Mowing and Edging
- Shrub and Ground Cover
- Trees
- Drainage Systems
- Fertilization
- Tennis Basketball Handball Court
- Sand Volleyball Court
- Graffiti
- Playground Area
- BBQs Tables Play Equipment
- Litter Pick up and Removal
- Irrigation
- Weed Control
- Aerate

Hickory Park Grounds Maintenance

3977 South Camphor, Newbury Park

Total Park Acres: 4.6 Developed Acres: 8.3 Approx. acres of turf: 3.5

Provide the following services as defined in Exhibit B:

- Mowing and Edging

Kimber Park Grounds Maintenance

3295 Bear Creek Drive, Newbury Park

Total Park Acres: 8.3 Developed Acres: 8.3 Approx. acres of turf: 4.44

Provide the following services as defined in Exhibit B:

- Mowing and Edging
- Shrub and Ground Cover
- Trees
- Drainage Systems
- Fertilization
- Tennis Basketball Handball Court
- Sand Volleyball Court
- Graffiti
- Playground Area
- BBQs Tables Play Equipment
- Litter Pick up and Removal
- Parking Lot
- Irrigation
- Running Track
- Weed Control
- Aerate
- Rodent Control

Knoll Park Access Strip Grounds Maintenance

Reino Road & Old Conejo Road at the terminus of Seville Ct. and Cordova Ct., Newbury Park

Provide the following services as defined in Exhibit B:

- Shrub and Ground Cover
- Trees
- Litter Pick up and Removal
- Irrigation
- Weed Control

Lynn Oaks Park Grounds Maintenance
359 Capitan, Newbury Park

Total Park Acres: 8.8 Developed Acres: 4.0 Approx. acres of turf: 2.27

Provide the following services as defined in Exhibit B:

- Mowing and Edging

Newbury Gateway Park Grounds Maintenance

2250 Michael Drive, Newbury Park

Total Park Acres: 6.9 Developed Acres: 2.3 Approx. acres of turf: .88

Provide the following services as defined in Exhibit B:

- Mowing and Edging

Pepper Tree Playfield Grounds Maintenance
3720 Old Conejo Road, Newbury Park

Total Park Acres: 21.7 Developed Acres: 21.7 Approx. acres of turf: 10.06

Provide the following services as defined in Exhibit B:

- Mowing and edging

Rancho Conejo Playfield Grounds Maintenance
950 North Ventu Park Road, Newbury Park

Total Park Acres: 12.7 Developed Acres: 12.7 Approx. acres of turf: 7.38

Provide the following services as defined in Exhibit B:

- Mowing and edging

Stagecoach Inn Park Grounds Maintenance
51 Ventu Park Road, Newbury Park

Total Park Acres: 4.9 Developed Acres: 5.0 Approx. acres of turf: 1.16

Provide the following services as defined in Exhibit B:

- Mowing and edging

Stagecoach Inn Museum Grounds Maintenance
51 Ventu Park Road, Newbury Park

Total Park Acres: 5.0 Developed Acres: 5.0 Approx. acres of turf: 25

Provide the following services as defined in Exhibit B:

- Mowing and edging

Suburbia Park Grounds Maintenance
2600 Tennyson, Thousand Oaks

Total Park Acres: 2.0 Developed Acres: 2.0 Approx. acres of turf: 1.15

Provide the following services as defined in Exhibit B:

- Mowing and edging

Sycamore Neighborhood Park Grounds Maintenance

198 Via Katrina, Newbury Park

Total Park Acres: 4.5 Developed Acres: 4.5 Approx. acres of turf: 2.16

Provide the following services as defined in Exhibit B:

- Mowing and Edging
- Shrub and Ground Cover
- Trees
- Drainage Systems
- Fertilization
- Tennis Basketball Handball Court
- Sand Volleyball Court
- Graffiti
- Playground Area
- BBQs Tables Play Equipment
- Litter Pick up and Removal
- Parking Lot
- Irrigation
- Running Track
- Weed Control
- Aerate

Walnut Grove Park Grounds Maintenance
400 Windtree, Newbury Park

Total Park Acres: 6.5 Developed Acres: 6.5 Approx. acres of turf:: 1.70

Provide the following services as defined in Exhibit B:

- Mowing and edging

Wendy Park Grounds Maintenance
815 American Oaks, Newbury Park

Total Park Acres: 4.5 Developed Acres: 6.5 Approx. acres of turf: 2.72

Provide the following services as defined in Exhibit B:

- Mowing and edging

Wildflower Playfield Grounds Maintenance
635 Avenida De Las Arboles, Thousand Oaks

Total Park Acres: 19.0 Developed Acres: 19.0 Approx. acres of turf: 9.06

Provide the following services as defined in Exhibit B:

- Mowing and edging

Wildwood Neighborhood Park Grounds Maintenance
650 Avenida De Las Arboles, Thousand Oaks

Total Park Acres: 5.8 Developed Acres: 5.8 Approx. acres of turf: .49

Provide the following services as defined in Exhibit B:

- Mowing and edging