

**AGREEMENT FOR GENERAL SERVICES
BETWEEN THE CONEJO RECREATION AND PARK DISTRICT
AND
SOCAL BRUSH**

THIS AGREEMENT, made and entered into this 2nd Day of April, 2026, by and between the **CONEJO RECREATION AND PARK DISTRICT**, (hereinafter referred to as "CRPD"), and **SOCAL BRUSH** (hereinafter referred to as "Service Provider"). CRPD and Service Provider agree as follows:

1. RETENTION OF SERVICE PROVIDER

CRPD 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 located on CRPD and Conejo Open Space Conservation Agency (COSCA) properties. 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 CRPD, for any and all services under this Agreement shall not exceed \$1,209,890.35 (herein "not to exceed amount").

Compensation is defined as fixed sum as stated in the Compensation Schedule attached as Exhibit "B" as agreed upon by written authorization by CRPD. All labor costs subject to Department of Industrial Relations (DIR) will comply with Prevailing Wage requirements more fully described in Section 5, and in the limits as described.

(b) Rate. Service Provider shall be paid 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 shall be approved in writing by CRPD's 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 CRPD's 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. CRPD PROJECT MANAGER

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

5. TERMS OF PERFORMANCE

Non-Exclusivity. This Agreement is non-exclusive. CRPD 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 CRPD 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, city, 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 City 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 CRPD 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.

Apprenticeship. Labor Code section 1777.5 requires the use of qualified apprentices by all trades, regardless of the dollar amount of their portion of the work, on public works contracts over \$30,000. Apprentices shall be used at no less than the ratio required by law, and shall be paid at the prevailing wage for apprentices in the trade for which they are registered. It is Service Provider's sole responsibility to ensure that they and their subcontractors comply with the specific requirements of section 1777.5.

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 CRPD and COSCA Property. Service Provider shall provide and install suitable safeguards, approved by CRPD, to protect CRPD and COSCA property from injury or damage. If CRPD and COSCA 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. CRPD 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 CRPD, 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 CRPD's sole option, be extended for such periods as may be agreed upon by CRPD and Service Provider.

Inspection. Service Provider shall furnish CRPD with every reasonable opportunity for CRPD 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 CRPD's 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 CRPD, 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 CRPD 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, EXTENSION AND COMPLETION

This Agreement shall expire on December 31, 2030, unless Service Provider's authorized work assigned before the expiration of the term is not completed by that date. This agreement allows for two optional one-year extensions. The term of the contract may be extended based on the mutual agreement of both parties. 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) CRPD gives written authorization to proceed with the work provided by CRPD's Project Manager.

7. NO ASSIGNMENT

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

8. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Service Provider's Damages. Service Provider holds CRPD, 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 CRPD, and hold harmless CRPD, 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 CRPD. Should conflict of interest principles preclude a single legal counsel from representing both CRPD and Service Provider, or should CRPD otherwise find Service Provider's legal counsel unacceptable, then Service Provider shall reimburse CRPD 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 CRPD any final judgment rendered against CRPD (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 CRPD under any provision of this Agreement, Service Provider shall not be required to indemnify and hold harmless CRPD for liability attributable to the active negligence of CRPD, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where CRPD is shown to have been actively negligent and where CRPD's 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 CRPD.

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

9. MINIMUM SCOPE AND LIMIT OF INSURANCE

Without limiting Service Provider's indemnification of CRPD, 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 CRPD.

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 CRPD, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CRPD, 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, CRPD 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 CRPD.

Other Insurance Provisions

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

Additional Insured Status

CRPD, 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 CRPD 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 CRPD as required in written contract or agreement before CRPD's own insurance or self-insurance shall be called upon to protect it as a named insured.

CRPD's 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, CRPD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CRPD will be promptly reimbursed by Service Provider, or CRPD will withhold amounts sufficient to pay premium from Service Provider's payments. In the alternative, CRPD may cancel this Agreement.

CRPD's Right to Revise Specifications

CRPD reserves 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, CRPD 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 CRPD, its elected officials, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by CRPD, 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 CRPD.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to and approved by CRPD. CRPD 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 CRPD).

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against CRPD, 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 CRPD, and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to CRPD 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 shall be shown and shall be before the date of the Agreement or the beginning of contract work.
- (b). Insurance shall be maintained and evidence of insurance shall 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 shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Service Provider shall provide CRPD with copies of certificates (on CRPD certificate form or an Accord form as modified per CRPD 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 CRPD. All certificates and endorsements are to be received and approved by CRPD 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. CRPD 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 CRPD is 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 CRPD a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Neither CRPD nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Service Provider or any of Service Provider's 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 CRPD. Service Provider shall not incur or have the power to incur any debt, obligation or liability whatever against CRPD, or bind CRPD 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, CRPD shall not pay salaries, wages, or other compensation to Service Provider for performing services hereunder for CRPD. CRPD shall not be liable for compensation or indemnification to Service Provider for injury or sickness arising out of performing services hereunder.

11. TERMINATION BY CRPD

General Manager or his or her designee may terminate any portion or all of the services agreed to be performed under this Agreement by notifying Service Provider in writing thirty (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 CRPD 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 CRPD's 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 CRPD, 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 CRPD 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 CRPD's 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 CRPD 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 CRPD 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 CRPD 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 CRPD employee or official.

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 CRPD funds. In the event CRPD has 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 of 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 CRPD 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 General Manager, 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 CRPD: Conejo Recreation and Park District
Attn: Park Superintendent
403 W. Hillcrest Drive
Thousand Oaks, CA 91360

TO SERVICE PROVIDER: The Standard. Construction dba SoCal Brush
Attn: Jared Schmelter
107 N Reino Road #124
Newbury Park, CA 91320

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 CRPD-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

**CONEJO RECREATION
AND PARK DISTRICT**

SERVICE PROVIDER

Jim Friedl, General Manager

Wendy Schmelter, President

EXHIBIT A
SCOPE OF WORK

A. General Conditions

1. Service Provider shall furnish all labor, materials, and equipment necessary to perform weed abatement on all designated parcels, open spaces, slopes, and roadsides as listed in Exhibit B and as shown on the maps in Exhibit C.
2. Service Provider's weed abatement methods shall either be removal by hand and/or by use of a flail mower. If Service Provider utilizes a flail mower, Service Provider shall implement proper dust control methods.
3. Discing and chemicals are not permitted unless written authorization has been granted by CRPD Project Manager in advance of the work.
4. 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.
5. Service Provider's work shall not start prior to the first full week of April and shall be completed by June 1 of each calendar year.

B. Weed Abatement Services

1. Abatement shall include raking, removal, and disposal of all seasonal and recurrent weeds, stubble, brush, dry grass, dry leaves, tumbleweeds, poison oak, sumac, rubbish, litter, and other flammable materials that are present and constitute a fire hazard.
2. Service Provider shall perform clearance pruning of all trees located on open spaces and slopes to a height of five feet above ground level or one third of the tree height, whichever is less, including removal of all sucker growth.
3. Trees overhanging roadsides shall be pruned to provide a minimum vertical clearance of 18 feet above the roadway.
4. All tree pruning shall be performed to International Society of Arboriculture (ISA) standards and in a manner that promotes the natural growth and form of tree species.
5. All work shall be performed in accordance with Ventura County Fire Protection District Ordinance No. 27 and California State Health and Safety Code sections 14875 through 14902.
6. Service Provider shall notify the CRPD Project Manager via the City's Municipal Asset Tracking Information System (MANTIS) of each designated parcel completed on a daily basis.
7. CRPD shall provide daily updates via MANTIS identifying individual parcels that have been inspected by CRPD staff.
8. All areas are subject to a mandatory job-walk upon notice from CRPD Project Manager.

9. CRPD staff shall verify work entered into MANTIS and shall have the authority to reopen individual completed parcels that do not meet CRPD standards.
10. Each area shall be billed in accordance with the Schedule of Fees attached as Exhibit B. Work shall not be considered complete until it has passed inspection by the Ventura County Fire Department (VCFD).
11. All areas shall be inspected by VCFD between June 1 and June 30 of each calendar year. Any areas that do not pass inspection due to the Service Provider's failure to complete the Scope of Work shall be corrected by the Service Provider at no additional cost to the CRPD.
12. Areas experiencing regrowth due to excessive soil moisture or rain shall be considered extra services and shall be addressed on a case-by-case basis.

C. Additional Requirements

1. Bird Nesting

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

2. Protected Vegetation

The following plants shall be avoided and not removed unless specified by CRPD Project Manager:

Botanical Name	Common Name
Asclepias fascicularis	Narrowleaf Milkweed
Astragalus brauntonii	Braunton's Milkvetch

3. Permits

- a. Service Provider shall obtain a City of Thousand Oaks no cost annual blanket encroachment permit issued by the Public Works Department prior to commencing work on the City's public right-of-way or public service easement.
- b. Service Provider may also be required to obtain a contractor's authorization form provided by the Project Manager if working on a Caltrans right-of-way.

4. Authorized Waste Haulers

If Service Provider does not use their own dumpsters/haul their own debris, only the following Limited Franchise waste haulers are legally authorized to collect waste and provide dumpsters in the City:

- a. Athens Services – (805) 852-5264
- b. E.J. Harrison and Sons – (805) 647-1414 or (800) 41-TRASH
- c. Ware Disposal - (877) 714-9273

5. Stormwater Quality

All work shall be undertaken in accordance with conditions and requirements of the Ventura Countywide Stormwater Quality Management Program, Thousand Oaks Municipal Code Chapter 8: Stormwater Discharges and Stormwater Quality Management and National Pollutant Discharge Elimination System (NPDES) Permit No. CAS004002. Service Provider shall employ the proper stormwater Best Management Practices (BMP). At all times work shall proceed using BMPs and due diligence to safeguard against the disposition of any 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.

6. Hours of Work

Work shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. No weekend or holiday work shall be permitted unless authorized by CRPD Project Manager.

7. Identification of Service Provider

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

8. Disruption of Services

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

9. California Air Resources Board Requirements

In 2021, the California Air Resources Board (CARB) voted to prohibit the sale of new gas-powered Small Off-Road Engines (SORE) through adoption of California Assembly Bill 1346. Beginning January 1, 2024, landscape care providers, including homeowners and landscape contractors for hire, may no longer purchase gas-powered lawn and garden equipment from California retailers. AB 1346 is intended to significantly reduce harmful air emissions that affect public health across the state. Service Provider shall comply with all applicable local, state, and federal regulations, including the CARB SORE requirements and alignment with the City's Climate and Environmental Action Plan. Compliance shall include any emission standards or regulatory requirements enacted after contract execution.

EXHIBIT B

SCHEDULE OF FEES

The price for each APN shall include all labor, materials, and equipment necessary to complete the work, whether or not specifically shown or specified herein. The CRPD reserves the right to increase, decrease, or omit quantities as deemed necessary, and such changes shall not invalidate the Contract. Adjustments to the Contract amount shall be made at the applicable per square unit prices.

COSCA PARCELS							
Map #	APN	Sq. Feet	2026 Price	2027 Price	2028 Price	2029 Price	2030 Price
1	597001001	158,909	\$2,876.25	\$3,003.38	\$3,146.40	\$3,289.42	\$3,432.43
2	569007054	26,291	\$475.87	\$496.90	\$520.56	\$544.22	\$567.89
3	595012012	8,393	\$151.91	\$158.63	\$166.18	\$173.74	\$181.29
4	690034020	2,462	\$44.56	\$46.53	\$48.75	\$50.96	\$53.18
5	680023074	73,636	\$1,332.81	\$1,391.72	\$1,457.99	\$1,524.27	\$1,590.54
6	680023075	46,756	\$846.28	\$883.69	\$925.77	\$967.85	\$1,009.93
7	680005258	90,847	\$1,644.33	\$1,717.01	\$1,798.77	\$1,880.53	\$1,962.30
8	680005257	18,501	\$334.87	\$349.67	\$366.32	\$382.97	\$399.62
9	680023058	9,292	\$168.19	\$175.62	\$183.98	\$192.34	\$200.71
10	680003107	4,389	\$79.44	\$82.95	\$86.90	\$90.85	\$94.80
11	664005017	1,757	\$31.80	\$33.21	\$34.79	\$36.37	\$37.95
12	697019001	35,762	\$647.29	\$675.90	\$708.09	\$740.27	\$772.46
13	664004140	7,290	\$131.95	\$137.78	\$144.34	\$150.90	\$157.46
14	697019008	12,594	\$227.95	\$238.03	\$249.36	\$260.70	\$272.03
15	676004023	80,690	\$1,460.49	\$1,525.04	\$1,597.66	\$1,670.28	\$1,742.90
16	592011048	40,303	\$729.48	\$761.73	\$798.00	\$834.27	\$870.54
17	592011061	186,680	\$3,378.91	\$3,528.25	\$3,696.26	\$3,864.28	\$4,032.29
18	592005401	20,252	\$366.56	\$382.76	\$400.99	\$419.22	\$437.44
19	690035011	176,015	\$3,185.87	\$3,326.68	\$3,485.10	\$3,643.51	\$3,801.92
20	679019106	5,534	\$100.17	\$104.59	\$109.57	\$114.55	\$119.53
21	680005107	346,981	\$6,280.36	\$6,557.94	\$6,870.22	\$7,182.51	\$7,494.79
22	6800051075	154,766	\$2,801.26	\$2,925.08	\$3,064.37	\$3,203.66	\$3,342.95
23	671026014	123,864	\$2,241.94	\$2,341.03	\$2,452.51	\$2,563.98	\$2,675.46
24	670011019	41,875	\$757.94	\$791.44	\$829.13	\$866.81	\$904.50
25	682022138	75,300	\$1,362.93	\$1,423.17	\$1,490.94	\$1,558.71	\$1,626.48
26	682022127	41,215	\$745.99	\$778.96	\$816.06	\$853.15	\$890.24
27	5970020025	5,392	\$97.60	\$101.91	\$106.76	\$111.61	\$116.47
28	673045091	35,939	\$650.50	\$679.25	\$711.59	\$743.94	\$776.28
29	667030027	3,572	\$64.65	\$67.51	\$70.73	\$73.94	\$77.16
30	552012012	52,627	\$952.55	\$994.65	\$1,042.01	\$1,089.38	\$1,136.74
31	552012009	9,330	\$168.87	\$176.34	\$184.73	\$193.13	\$201.53
32	663001052	54,026	\$977.87	\$1,021.09	\$1,069.71	\$1,118.34	\$1,166.96
33	520030042	13,594	\$246.05	\$256.93	\$269.16	\$281.40	\$293.63
34	520030014	145,291	\$5,811.64	\$6,073.16	\$6,349.22	\$6,639.80	\$6,930.38

35	552005230	89,092	\$1,612.57	\$1,683.84	\$1,764.02	\$1,844.20	\$1,924.39
Map #	APN	Sq. Feet	2026 Price	2027 Price	2028 Price	2029 Price	2030 Price
36	552013011	65,946	\$1,193.62	\$1,246.38	\$1,305.73	\$1,365.08	\$1,424.43
37	552006108	49,680	\$899.21	\$938.95	\$983.66	\$1,028.38	\$1,073.09
38	520030040	55,762	\$1,009.29	\$1,053.90	\$1,104.09	\$1,154.27	\$1,204.46
39	552012014	80,796	\$1,462.41	\$1,527.04	\$1,599.76	\$1,672.48	\$1,745.19
40	551020001	167,135	\$3,025.14	\$3,158.85	\$3,309.27	\$3,459.69	\$3,610.12
41	522018012	133,725	\$2,420.42	\$2,527.40	\$2,647.76	\$2,768.11	\$2,888.46
42	679020101	94,981	\$1,719.16	\$1,795.14	\$1,880.62	\$1,966.11	\$2,051.59
43	524009008	325,982	\$5,900.27	\$6,161.06	\$6,454.44	\$6,747.83	\$7,041.21
44	519018155	74,440	\$1,347.36	\$1,406.92	\$1,473.91	\$1,540.91	\$1,607.90
45	234036016	22,796	\$412.61	\$430.84	\$451.36	\$471.88	\$492.39
46	664001053	39,543	\$1,344.46	\$1,403.78	\$1,463.09	\$1,530.31	\$1,597.54
47	664001008	105,040	\$1,901.22	\$1,985.26	\$2,079.79	\$2,174.33	\$2,268.86
48	665026088	1,947	\$66.20	\$69.12	\$72.04	\$75.35	\$78.66
49	235021038	255,508	\$4,624.69	\$4,829.10	\$5,059.06	\$5,289.02	\$5,518.97
50	673024043	16,876	\$305.46	\$318.96	\$334.14	\$349.33	\$364.52
51	673045087	34,873	\$631.20	\$659.10	\$690.49	\$721.87	\$753.26
52	673045086	1,548	\$28.02	\$29.26	\$30.65	\$32.04	\$33.44
53	661011112	1,289	\$23.33	\$24.36	\$25.52	\$26.68	\$27.84
54	666011026	155,608	\$2,816.50	\$2,940.99	\$3,081.04	\$3,221.09	\$3,361.13
55	235025001	16,439	\$297.55	\$310.70	\$325.49	\$340.29	\$355.08
56	668033001	111,246	\$2,013.55	\$2,102.55	\$2,202.67	\$2,302.79	\$2,402.91
57	661031006	8,358	\$151.28	\$157.97	\$165.49	\$173.01	\$180.53
58	695022008	50,647	\$916.71	\$957.23	\$1,002.81	\$1,048.39	\$1,093.98
59	520010058	14,237	\$484.06	\$505.41	\$281.89	\$550.97	\$575.17
60	673045086	2,108	\$71.67	\$74.83	\$78.00	\$81.58	\$85.16
61	673025049	10,708	\$364.07	\$380.13	\$396.20	\$414.40	\$432.60
62	673021025	5,305	\$180.37	\$188.33	\$196.29	\$205.30	\$214.32
63	673030004	950	\$32.30	\$33.73	\$35.15	\$36.77	\$38.38
64	673030028	4,645	\$157.93	\$164.90	\$171.87	\$179.76	\$187.66
65	673021017	1,155	\$39.27	\$41.00	\$42.74	\$44.70	\$46.66
66	236006217	22,350	\$404.54	\$422.42	\$442.53	\$462.65	\$482.76
67	236040005	9,270	\$315.18	\$329.09	\$342.99	\$358.75	\$374.51
68	667012016	238,139	\$4,310.32	\$4,500.83	\$4,715.15	\$4,929.48	\$5,143.80
69	664004141	1,506	\$51.20	\$53.46	\$55.72	\$58.28	\$60.84
COSCA TOTALS		4,379,755 SQFT					
	2026 PRICE	\$83,908.29					
	2027 PRICE	\$87,621.34					
	2028 PRICE	\$91,518.36					
	2029 PRICE	\$95,937.94					
	2030 PRICE	\$100,112.63					

CRPD PARCELS							
Map #	APN	Sq. Feet	2026 Price	2027 Price	2028 Price	2029 Price	2030 Price
70	521010002	141,281	\$2,557.19	\$2,670.21	\$2,797.36	\$2,924.52	\$3,051.67
71	551017004	4,338	\$78.52	\$81.99	\$85.89	\$89.80	\$93.70
72	521001124	38,498	\$696.81	\$727.61	\$762.26	\$796.91	\$831.56
73	551017004	167,930	\$3,039.53	\$3,173.88	\$3,325.01	\$3,476.15	\$3,627.29
74	520029001	97,243	\$1,760.10	\$1,837.89	\$1,925.41	\$2,012.93	\$2,100.45
75	520029002	56,387	\$1,020.60	\$1,065.71	\$1,116.46	\$1,167.21	\$1,217.96
76	520028001	2,623	\$47.48	\$49.57	\$51.94	\$54.30	\$56.66
77	520029004	752	\$13.61	\$14.21	\$14.89	\$15.57	\$16.24
78	520028002	26,556	\$480.66	\$501.91	\$525.81	\$549.71	\$573.61
79	520028004	8,639	\$156.37	\$163.28	\$171.05	\$178.83	\$186.60
80	520028003	2,341	\$42.37	\$44.24	\$46.35	\$48.46	\$50.57
81	551017008	62,002	\$1,122.24	\$1,171.84	\$1,227.64	\$1,283.44	\$1,339.24
82	551017009	114,336	\$2,069.48	\$2,160.95	\$2,263.85	\$2,366.76	\$2,469.66
83	520029005	11,317	\$204.84	\$213.89	\$224.08	\$234.26	\$244.45
84	520029003	15,345	\$277.74	\$290.02	\$303.83	\$317.64	\$331.45
85	551017007	618	\$11.19	\$11.68	\$12.24	\$12.79	\$13.35
86	551017003	106,199	\$1,922.20	\$2,007.16	\$2,102.74	\$2,198.32	\$2,293.90
87	551017010	45,069	\$815.75	\$851.80	\$892.37	\$932.93	\$973.49
88	592002101	83,828	\$1,517.29	\$1,584.35	\$1,659.79	\$1,735.24	\$1,810.68
89	677010024	175,133	\$3,169.91	\$3,310.01	\$3,467.63	\$3,625.25	\$3,782.87
90	690036005	59,861	\$1,083.48	\$1,131.37	\$1,185.25	\$1,239.12	\$1,293.00
91	697016116	26,312	\$476.25	\$497.30	\$520.98	\$544.66	\$568.34
92	696022002	11,364	\$205.69	\$214.78	\$225.01	\$235.23	\$245.46
93	696022008	5,696	\$103.10	\$107.65	\$112.78	\$117.91	\$123.03
94	664004141	3,384	\$61.25	\$63.96	\$67.00	\$70.05	\$73.09
95	569005010	10,948	\$198.16	\$206.92	\$216.77	\$226.62	\$236.48
96	569007051	12,769	\$231.12	\$241.33	\$252.83	\$264.32	\$275.81
97	569007047	282,037	\$5,104.87	\$5,330.50	\$5,584.33	\$5,838.17	\$6,092.00
98	596032001	347,019	\$6,281.04	\$6,558.66	\$6,870.98	\$7,183.29	\$7,495.61
99	592011057	16,312	\$295.25	\$308.30	\$322.98	\$337.66	\$352.34
100	592011056	21,971	\$397.68	\$415.25	\$435.03	\$454.80	\$474.57
101	592010147	26,526	\$480.12	\$501.34	\$525.21	\$549.09	\$572.96
102	592011057	16,694	\$302.16	\$315.52	\$330.54	\$345.57	\$360.59
103	592010140	979	\$17.72	\$18.50	\$19.38	\$20.27	\$21.15
104	592011057	319,971	\$5,791.48	\$6,047.45	\$6,335.43	\$6,623.40	\$6,911.37
105	592011054	58,223	\$1,053.84	\$1,100.41	\$1,152.82	\$1,205.22	\$1,257.62
106	520030034	378,054	\$6,842.78	\$7,145.22	\$7,485.47	\$7,825.72	\$8,165.97
107	677011038	6,841	\$123.82	\$129.29	\$135.45	\$141.61	\$147.77
108	682022128	3,635	\$65.79	\$68.70	\$71.97	\$75.24	\$78.52
109	682022101	4,354	\$78.81	\$82.29	\$86.21	\$90.13	\$94.05
110	524009025	90,160	\$7,663.60	\$1,704.02	\$1,785.17	\$1,866.31	\$1,947.46
111	524009022	46,233	\$836.82	\$873.80	\$915.41	\$957.02	\$998.63
112	524009025	159,834	\$2,893.00	\$3,020.86	\$3,164.71	\$3,308.56	\$3,452.41

113	677011035	299,940	\$5,428.91	\$5,668.87	\$5,938.81	\$6,208.76	\$6,478.70
114	682024040	169,850	\$3,074.29	\$3,210.17	\$3,363.03	\$3,515.90	\$3,668.76
115	570008038	84,793	\$1,534.75	\$1,602.59	\$1,678.90	\$1,755.22	\$1,831.53
116	525036001	2,739	\$49.58	\$51.77	\$54.23	\$56.70	\$59.16
117	525036002	12,882	\$233.16	\$243.47	\$255.06	\$266.66	\$278.25
118	525036003	26,544	\$480.45	\$501.68	\$525.57	\$549.46	\$573.35
119	676001102	8,827	\$159.77	\$166.83	\$174.77	\$182.72	\$190.66
120	676001103	8,189	\$148.22	\$154.77	\$162.14	\$169.51	\$176.88
121	681018029	2,929	\$53.01	\$55.36	\$57.99	\$60.63	\$63.27
122	681018017	6,835	\$123.71	\$129.18	\$135.33	\$141.48	\$147.64
123	682016002	57,225	\$1,035.77	\$1,081.55	\$1,133.06	\$1,184.56	\$1,236.06
124	682016001	86,150	\$1,559.32	\$1,628.24	\$1,705.77	\$1,783.31	\$1,860.84
125	679001027	11,220	\$203.08	\$212.06	\$222.16	\$232.25	\$242.35
126	678007029	55,818	\$1,010.31	\$1,054.96	\$1,105.20	\$1,155.43	\$1,205.67
127	678007026	12,601	\$228.08	\$238.16	\$249.50	\$260.84	\$272.18
128	678007019	35,289	\$638.73	\$666.96	\$698.72	\$730.48	\$762.24
129	678007026	33,746	\$610.80	\$637.80	\$668.17	\$698.54	\$728.91
130	660021233	22,890	\$414.31	\$432.62	\$453.22	\$473.82	\$494.42
131	660003019	67,261	\$9,954.63	\$1,271.23	\$1,331.77	\$1,392.30	\$1,452.84
132	660003023	5,537	\$100.22	\$104.65	\$109.63	\$114.62	\$119.60
133	677010023	318,679	\$5,768.09	\$6,023.03	\$6,309.84	\$6,596.66	\$6,883.47
134	658015001	101,363	\$1,834.67	\$1,915.76	\$2,006.99	\$2,098.21	\$2,189.44
135	694006030	47,052	\$851.64	\$889.28	\$931.63	\$973.98	\$1,016.32
136	236009002	3,426	\$116.48	\$121.62	\$126.76	\$132.59	\$138.41
137	525006012	213,277	\$3,860.31	\$4,030.94	\$4,222.88	\$4,414.83	\$4,606.78
138	661022103	29,479	\$533.57	\$557.15	\$583.68	\$610.22	\$636.75
139	677010035	27,777	\$944.42	\$524.99	\$549.98	\$574.98	\$599.98
140	551020003	229,589	\$4,155.56	\$4,339.23	\$4,545.86	\$4,752.49	\$4,959.12
141	577008047	349,943	\$6,333.97	\$6,613.92	\$6,928.87	\$7,243.82	\$7,558.77
CRPD TOTALS		5,217,345 SQFT					
	2026 PRICE		\$113,031.50				
	2027 PRICE		\$102,144.50				
	2028 PRICE		\$107,007.87				
	2029 PRICE		\$111,871.93				
	2030 PRICE		\$116,735.99				

COSCA & CRPD PARCELS	2026	2027	2028	2029	2030
Annual Totals (\$)	196,939.79	189,765.84	198,526.23	207,809.87	216,848.62
Description					
					Amount
5-Year Scheduled Weed Abatement					\$1,009,890.35
Extra Services 5-Year Term					\$200,000.00
Total Contract Not-To-Exceed					\$1,209,890.35

Extra services shall be utilized to re mow areas identified by VCFD where vegetation regrowth due to excessive soil moisture or rainfall has occurred and to address any additional square footage identified by VCFD.

Re Mow Unit Price (per square foot)				
2026	2027	2028	2029	2030
0.0170	0.0178	0.0185	0.0194	0.0200