

ITEM 2 ATTACHMENT A



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	Venco Western, Inc.
City Department in charge of Contract:	Public Works – Landscape Division
Contact Person for City Department:	Heather Melton
Period of Performance for Contract:	June 16 th , 2021 to June 15 th , 2026
Not to Exceed Amount of Contract:	\$643,202.50 (Six Hundred Forty Three Thousand Two Hundred Two Dollars and Fifty Cents)
Scope of Work for Contract:	General Landscape Maintenance For Bellagio Homeowners Association within the Landscape Lighting Act District 22

Insurance Requirements for Contract:

X yes no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000.00

X yes no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000.00

yes X no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

X yes no - Is Workers Comprehensive insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000.00

Other:

Proper documentation is required and must be attached.

Initials: (City) _____ (Contractor) UB

PROFESSIONAL SERVICES AGREEMENT
Venco Western, Inc.

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Venco Western, Inc. a California Corporation (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **General Landscape Maintenance For Bellagio Homeowners Association within the Landscape Lighting Act District 22.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s **June 16th, 2021** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s June 16th, 2021 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: June 16th, 2021.
- 3.4 “Expiration Date”: June 15th, 2026.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

Initials: (City) _____ (Contractor) UB

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Six Hundred Forty Three Thousand Two Hundred Two Dollars and Fifty Cents (\$643,202.50)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Linda Burr** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of

Initials: (City) _____ (Contractor) UB

receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

Initials: (City) _____ (Contractor) UB

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of

Initials: (City) _____ (Contractor) UB

Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

Initials: (City) _____ (Contractor) CB

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

Initials: (City) _____ (Contractor) UB

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: Heather Melton
Telephone: (818) 224-1600

If to Consultant:

Venco Western, Inc.
2400 Eastman Ave.
Oxnard, CA 93030
Attn: Linda Burr
Telephone: (800) 350-6831

Initials: (City) _____ (Contractor) UB

With courtesy copy to:

Scott H. Howard
Colantuono, Highsmith & Whatley, PC
City Attorney
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

18.3 The captions appearing at the commencement of the sections hereof, and in any

Initials: (City) _____ (Contractor) UB

paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of

the State of California.

- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 In consideration of this agreement, consultant (or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

Initials: (City) _____ (Contractor) UB

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Calabasas

“Consultant”
Venco Western, Inc.

By: _____
James R. Bozajian, Mayor

By: *Linda D. Burr*
Linda D. Burr, CEO

Date: _____

Date: *May 12, 2021*

By: _____
Kindon Meik, City Manager

Date: _____

By: _____
Robert Yalda, P.E., T.E.
Public Works Director/City Engineer

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____

**EXHIBIT A
SCOPE OF WORK/APPROVED FEE SCHEDULE**

BID SCHEDULE

**COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER
ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22
IN THE CITY OF CALABASAS, CA 91302
(5-YEAR CONTRACT)
MARCH 2021**

BELLAGIO HOA – ZONE 4

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION F–SPECIAL PROVISIONS**. **(The City reserves the right to increase or decrease any time during the execution and life duration of the contract the quantity of any item and/or annual frequency, and/or omit items as may be necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.)**

The City reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the City.

Awarding of bid(s) may not occur until approximately 120 days after bid opening date.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER: Venco Western, Inc.
CONTRACTOR'S LICENSE NO.: C-27 562295
AUTHORIZED SIGNATURE: Kevin D. Ben
TITLE: President
DATE: April 6, 2017

BELLAGIO HOA / ZONE 4						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
GENERAL MAINTENANCE						
1.	Facility inspection by contractor supervisor, visual / operational.	LS	1	\$20.00	52	\$ 1,040.00
2.	Walk through inspection with HOA/LLAD representative.	LS	1	\$40.00	12	\$ 480.00
3.	Litter removal/cleanup and weed control on paved sidewalks, walkways, medians, pathways, parking area, entries and exits.	100 SF	217	\$0.23	52	\$ 2,595.32
4.	Insect, disease, pest, and rodent control.	LS	0	\$ 0	extra	\$0.00
5.	Completion and return to City of Monthly Quality Control Report (see Appendix A).	EA	1	\$ 20.00	12	\$ 240.00
DRAINAGE FACILITIES						
6.	Inspect and maintain concrete "V"-ditches, inlets, bench drains, swales and curb drains.	100 LF	104	\$ 1.89	52	\$ 10,221.12
LAWN AREAS						
7.	Mowing (mulching permitted) and edging.	100 SF	443	\$0.61	40	\$10,809.20
8.	Fertilization.	100 SF	443	\$0.59	4	\$ 1,045.48
9.	Weed control.	100 SF	443	\$0.12	12	\$ 637.92
10.	Aeration.	100 SF	N/A	\$ 0.00	0	\$ 0.00
11.	Dethatching.	100 SF	N/A	\$ 0.00	0	\$ 0.00
GROUNDCOVER AND SHRUB AREAS (Parkway, RoundABOUTs, Islands, Entry & Exit Planters)						
12.	Inspect, weed, and clean groundcover and shrub beds.	100 SF	1,139	\$ 0.47	24	\$12,847.92
13.	Pruning.	100 SF	1,139	\$0.10	12	\$ 1,366.80
14.	Edging.	LF	1	\$134.74	18	\$ 2,425.32
15.	Fertilization.	100 SF	1,139	\$0.15	4	\$ 683.40
16.	Replace annual/perennial color plants.	100 SF	23	\$144	3	\$ 9,936.00
17.	Mulching (top dress).	100 SF	1,139	\$0.59	2	\$ 1,344.02
TREES						
18.	Inspect for damage and/or special needs for safety and health.	LS	1	\$15.37	12	\$ 184.44
19.	Pruning for vehicular/pedestrian clearances. (up to 12')	LS	1	\$ 202.11	4	\$ 808.44
20.	Maintain tree wells and watering basins, including weeding and mulching.	LS	1	\$ 322.7	12	\$ 387.24

BELLAGIO HOA / ZONE 4						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
21.	Inspect and adjust tree stakes, ties and guys.	LS	1	\$ 26.64	12	\$ 319.68
22.	Fertilization.	LS	0	\$0	extra	\$0.00
PLANTED SLOPES						
23.	Inspect for damage and special needs to maintain health.	100 SF	4,390	\$ 0.06	12	\$ 3,160.80
24.	Pruning shrubs and lowering groundcover.	100 SF	4,390	\$ 0.44	4	\$ 7,726.40
25.	Edging.	LS	1	\$ 202.12	12	\$ 2,425.44
26.	Weed control.	100 SF	4,390	\$ 0.12	12	\$ 6,321.60
27.	Fertilization.	100 SF	4,390	\$ 0.18	4	\$ 3,160.80
28.	Mulching flat areas along streets and walkways. Where slope meets edge of sidewalk.	100 SF	43	\$ 9.06	2	\$ 779.16
IRRIGATION SYSTEMS						
29.	Operate, observe, and adjust irrigation systems and controller programming.	1000 SF	600	\$ 0.07	52	\$ 2,184.00
30.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1000 SF	600	\$ 0.04	12	\$ 288.00
31.	Annual irrigation systems audit.	1000 SF	600	\$ 0.37	1	\$ 222.00
32.	Potable irrigation water meter reading.	EA	N/A	\$ 0.00	0	\$ 0.00
TOTAL AMOUNT BID SCHEDULE IN FIGURES						\$ 83,640.50
TOTAL AMOUNT BID SCHEDULE IN WORDS						<i>Eighty three thousand six hundred forty dollars and fifty cents</i>

*For multiplication purposes, treat as (1).
 **See Appendix C for "sample" calculation.

**COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER
ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22
IN THE CITY OF CALABASAS, CA 91302
(5-YEAR CONTRACT)
MARCH 2021**

BELLAGIO HOA – ZONE 4

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated in completing the work in place per the Specifications and details.

The award of bid will be based on the lowest bidding schedule total. **The specific unit prices shall govern if there is a mathematical discrepancy in the figures.** The Bidder must notify the Agency prior to any award of contract, of any difference between the estimated quantities and actual quantities.

The Agency reserves the right to increase or decrease the quantity of any item and/or annual frequency and/or omit items as may be deemed necessary due to budget limitations or constraints, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

A separate schedule of work and prices is provided because the Agency reserves the right to award this work to either one or more contractors. A bidder may submit a proposal for all or any combination of schedules.

Bid Schedule Total: \$ 83,640.50

Bid Schedule Total (in words): Eighty three thousand six hundred forty dollars and fifty cents.

Venco Western, Inc.
(Company Name of Bidder)

April 6, 2021
(Date)

**COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER
 ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22
 IN THE CITY OF CALABASAS, CA 91302**

(5-YEAR CONTRACT)
 BID SCHEDULE TOTAL

<u>BID SCHEDULE TITLE</u>	<u>BID SCHEDULE TOTAL</u>
BELLAGIO HOA – ZONE 4	\$ 83,640.50
CALABASAS HILLS & ESTATES HOA - ZONE 6	\$ 223,508.50
CALABASAS PARK HOA – ZONE 7	\$ 87,252.47
LAS VILLAS HOA – ZONE 11	\$ 48,740.46
<u>TOTAL AMOUNT OF ALL FOUR BID SCHEDULES IN FIGURES</u>	\$ 443,141.93
<u>TOTAL AMOUNT OF FOUR BID SCHEDULES IN WORDS:</u>	
Four hundred forty three thousand one hundred forty one dollars and ninety-three cents.	

NAME OF BIDDER: Venco Western, Inc.
 CONTRACTOR'S LICENSE NUMBER: C-21 S62295
 AUTHORIZED SIGNATURE: Michael D. Bar
 TITLE: President
 DATE: April 6, 2021

UNIT PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Unit Prices for Additional Work: Includes Labor and All Material in Unit Price

Item No.	Description	Unit Price	Unit
1.	Misc. irrigation system repair parts @ cost plus 15 %		
2.	Pop-up sprinkler in place repair or replace	4" @ \$ 21.00	EA
		6" @ \$ 28.00	EA
		12" @ \$ 36.00	EA
3.	Pop-up gear drive sprinkler in place repair or replace	4" @ \$ 29.00	EA
		12" @ \$ 38.00	EA
4.	Fixed shrub sprinkler in place repair or replace	@ \$ 22.00	EA
5.	Fixed shrub gear drive sprinkler in place repair or replace	@ \$ 32.00	EA
6.	1-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch)	@ \$ 18.00	EA
7.	2-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch)	@ \$ 24.00	EA
8.	5-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch)	@ \$ 38.00	EA
9.	5-gal Tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch)	@ \$ 98.00	EA
10.	15 gal. Tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch)	@ \$ 136.00	EA
11.	24" box Tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch)	@ \$ 426.00	EA
12.	36" box Tree in place (stakes, incl.) (Includes Amendment, Fertilizer, & Mulch)	@ \$ 1089.00	EA
13.	48" box Tree in place (stakes, incl.) (Includes Amendment, Fertilizer, & Mulch)	@ \$ 2105.00	EA
14.	Hand watering of tree well	@ \$ 58.00	EA
15.	Flat of ground cover install (Includes Amendment, Fertilizer, & Mulch)	@ \$ 39.00	EA
16.	Flat of 4" pot annual color	@ \$ 39.00	Per Flat
17.	Flat of 4" pot perennial color	@ \$ 42.00	Per Flat
18.	Planter bed mulch in place (city approved)	@ \$ 98.00	/Cubic Yard
19.	Turf renovation (incl. de-thatch, over seed, top dress)	@ \$ 0.49	/1,000 Sq. Ft.
20.	Turf aeration	@ \$ 0.20	/1,000 Sq. Ft.
21.	Additional landscape labor	@ \$ 32.00	/Manhour
22.	Additional landscape supervisor	@ \$ 48.00	/Manhour
23.	Additional mowing	@ \$ 0.19	/100 Sq. Ft.
24.	Sod installation	@ \$ 6.15	SF
25.	Seed installation	@ \$ 0.98	SF
26.	Fertilization (shrub bed & turf)	@ \$ 319.00	AS/Acre
27.	Soil test and analysis	@ \$ 198.00	Unit
28.	Plant tissue analysis	@ \$ 198.00	Unit
29.	Plant pathology test	@ \$ 276.00	Unit
30.	Backflow prevention device inspection	@ \$ 215.00	Unit

Professional Services Agreement
 City of Calabasas/**Venco Western, Inc.**

Item No.	Description		Unit Price	Unit
31.	Pesticide application on trees for disease control: Blight (Not Shot Hole Bore)	@	\$ 189.00	Per Tree
32.	Landscape Design Services	@	\$ 98.00	Per Hour
33.	Submit disease/pest control records to county agricultural commissioner	@	\$ 245.00	Per occurrence
34.	Insect and disease control of groundcover or shrubs	@	\$ 496.00	10,000 Sq. Ft.

Note: All Contractor's are required to complete the Unit Price List as part of the RFQ submittal.

**SECTION D
 ESTIMATED HOURS**

Venco Western staffing includes the following field and administrative and technical support and the estimated weekly hours per HOA:

BELLAGIO/ZONE 4		
STAFF	TOTAL STAFF NO.	STAFF WEEKLY HOURS
Account Manager	1	5
Area Supervisor	1	5
Foremen	1	20
Laborers	1	20
Irrigation Technician	1	2
Spray Technician	1	1.5
Pest Control Subcontractor	1	2
Senior Management	1	2
TOTAL WEEKLY HRS		57.5

BELLAGIO TASKS	TASK WEEKLY HOURS
Collection of trash	2
Paved sidewalks walkways medians clean up weed control	6
Mowing/edging	10
Inspect ground cover & shrubs for weeds	16
Pruning	1
Edging	2
Inspect trees for damage	1
Pruning trees for pedestrian & vehicle clearance	1
Tree wells	.5
Tree ties & stakes	.5
Irrigation check	1
Probe soil	.5

separate crew

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY THE LANDSCAPE MAINTENANCE COMPANY AND SUBMITTED WITH THE COST PROPOSAL

State of California)
) ss.
County of)

Linda Burr being first duly sworn, deposes and says that he or she is President of Venco Western, Inc. the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the cost proposal is genuine and not collusive or sham; that the Landscape Maintenance Company has not directly or indirectly induced or solicited any other Landscape Maintenance Companies to put in a false or sham costs, and has not directly or indirectly colluded, conspired, connived, or agreed with any LMC or anyone else to put in a sham cost proposal, or that anyone shall refrain from proposing; that the Landscape Maintenance Company has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the cost prices of the Landscape Maintenance Company or any other Landscape Maintenance Company, or to fix any overhead, profit, or cost element of the cost price, or of that of any other Landscape Maintenance Company, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Landscape Maintenance Company has not, directly or indirectly, submitted his or her cost price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, cost depository, or to any member or agent thereof to effectuate a collusive or sham proposal."

I certify under penalty of perjury that the above information is correct

By: Linda D. Burr Title: President

Date: April 5, 2021

State of California)
County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20__, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Signature of Notary Public) (Notary Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of VENTURA

Subscribed and sworn to (or affirmed) before me on this 5TH
day of APRIL, 20 21, by LINDA D. BURR

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Allison Davis

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: April 6, 2021

By: Venco Western, Inc.
(Contractor)
David D. Ben
(Signature)
President
(Title)

Attest:

By: [Signature]
(Signature)
General Manager
(Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tolman & Wiker Insurance Services, LLC 198 S. Fir Street PO Box 1388 Ventura CA 93002-1388		CONTACT NAME: Jenni Gomez PHONE (A/C, No, Ext): (805) 585-8181 E-MAIL ADDRESS: jgomez@tolmanandwiker.com FAX (A/C, No): (805) 585-8181															
INSURED Venco Western Inc 2400 Eastman Ave Oxnard CA 93030		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Admiral Ins Co</td> <td>24856</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Co of CT</td> <td>25682</td> </tr> <tr> <td>INSURER C : RSUI Indemnity Co</td> <td>22314</td> </tr> <tr> <td>INSURER D : Travelers Prop Cas Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Admiral Ins Co	24856	INSURER B : Travelers Indemnity Co of CT	25682	INSURER C : RSUI Indemnity Co	22314	INSURER D : Travelers Prop Cas Co of Amer	25674	INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** 21/22 GL/AU/XS/WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADJL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	CA000006515-17	02/01/2021	02/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-9931P540-21-26-G	02/01/2021	02/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NHA251007	02/01/2021	02/01/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	UB-3P953883-20-26-G	11/01/2020	11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 GL City of Calabasas, its Officials, Employees, and Agents, Calabasas Hills and Estates Community Association, and the following Homeowners Associations, Bellagio, Calabasas Country Estates, Clairidge, Calabasas Park Estates, Calabasas Park, Las Villas, Palatino and Westridge are Additional Insureds as respects to Operations of the Named Insured per form CG20100413. This Insurance is Primary and Non-Contributory per form AD06570217. Endorsements apply only as required by current written contract on file. **GL: EXCLUDES ALL WRAP/OCIP PROJECTS

CERTIFICATE HOLDER City of Calabasas 100 Civic Center Way Calabasas CA 91302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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Policy Number: CA000006515-17

CG 20 10 04 13

Effective Date:
02/01/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that is an owner, lessee or manager of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.	All locations at which the named insured is performing ongoing operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

Itzel Mendez

From: Brian Davidoff <bdavidoff@rossmorganco.com>
Sent: Tuesday, April 20, 2021 1:58 PM
To: Heather Melton
Cc: Deborah Ceizler; Anna Ford
Subject: RE: Results of RFP - Common Area Landscape Maintenance for Specified Homeowner Associations Within LLAD 22 In The City of Calabasas

We have no option but to move forward with Venco. Thank you Heather.

Brian Davidoff, CMCA, AMS

President / CEO

Ross Morgan & Company, Inc., AAMC®

"An Accredited Association Management Company"

15315 Magnolia Blvd, Suite 212

Sherman Oaks CA 91403

bdavidoff@rossmorganco.com

(818) 907-6622 x 203

(818) 907-0552 Direct Fax Line

www.rossmorganco.com

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From: Heather Melton [mailto:hmelton@cityofcalabasas.com]

Sent: Tuesday, April 20, 2021 1:56 PM

To: Brian Davidoff <bdavidoff@rossmorganco.com>

Cc: Deborah Ceizler <dceizler@gmail.com>; Anna Ford <aford@cityofcalabasas.com>

Subject: FW: Results of RFP - Common Area Landscape Maintenance for Specified Homeowner Associations Within LLAD 22 In The City of Calabasas

Good Afternoon Brian

I just wanted to check in with you in regards to the results below and the email I had sent to you. At this time after reviewing the information the City of Calabasas plans on moving forward with Venco Western, Inc. to provide landscape services to the Bellagio HOA Community. However if Deborah, the other Board Members or you have concerns please let me know.

Sincerely

Heather Melton

City of Calabasas

From: Heather Melton

Sent: Monday, April 12, 2021 3:04 PM

To: Sheldon Chavin <sheldon@cpm1.com>; Brian Davidoff <bdavidoff@rossmorganco.com>; Ida Worth <idaworth@rossmorganco.com>; Claire Kirk <claire@rossmorganco.com>

Cc: Robert Yalda <ryalda@cityofcalabasas.com>; Anna Ford <aford@cityofcalabasas.com>

Subject: Results of RFP - Common Area Landscape Maintenance for Specified Homeowner Associations Within LLAD 22 In The City of Calabasas

Good Afternoon Sheldon, Brian, Ida, and Claire

Last Friday, April 9th 2021, the City of Calabasas received proposals for the; Common Area Landscape Maintenance for Specified Homeowner Associations

within Landscape Lighting Act District 22 In The City Of Calabasas. Currently the City of Calabasas is reviewing the documents, but I wanted to provide you the annually landscape maintenance amounts that have been received. In addition I wanted to let you know that ten companies attended the mandatory information session. Of the ten companies three turned in proposal packets.

Results:

HOA Names

ANNUAL BID AMOUNT SUBMITTED BY BIDDER

	American Heritage	Azteca Landscape Care	Venco Western, Inc.
Bellagio HOA	\$149,024.00	\$516,629.56	\$83,640.50
Calabasas Hills & Estates HOA	\$423,227.00	\$1,300,752.47	\$223,508.50
Classic Calabasas Park HOA	\$262,177.00	\$844,892.96	\$87,252.47
Las Villas HOA	\$130,233.00	\$166,018.72	\$48,740.46

Current Annual Amount

Bellagio HOA	\$60,988.68
Calabasas Hills & Estates HOA	\$157,562.16
Classic Calabasas Park HOA	\$74,171.76
Las Villas HOA	\$37,008.36

Once the review is completed I will reach out to each of you to discuss.

Sincerely

Heather Melton

City of Calabasas