

**LANDSCAPE MAINTENANCE & SERVICE AGREEMENT  
BETWEEN  
THE CITY OF OXNARD AND JAS LANDSCAPE LLC**

By This Landscape Maintenance & Service Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of JAS Landscape LLC ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

**1. SUMMARY DESCRIPTION OF SERVICES.** Landscape Maintenance Services CFD-4 (Seabridge).

This Agreement is for landscape maintenance and services for Communities Facility District 4 ("CFD"). The Agreement includes general landscape maintenance services. Service levels may fluctuate from year to year depending on the CFD's property assessment and maintenance needs as may be determined by its members at a predetermined service level attached to this agreement.

**2. PARTIES.**

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

JAS Landscape LLC ("SERVICE PROVIDER"), a corporation/LLC/LLP of the State of California, located at 2225 River Ridge Rd., Oxnard, CA 93036.

**3. TERM OF AGREEMENT:** From: July 1, 2024 To: June 30, 2025

**3.1** Time is of the essence in this Agreement.

**3.2** The CITY shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

**3.3** Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 13 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 22 of this Agreement.



**3.4** All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

**4. AGREEMENT AMOUNT NOT TO EXCEED:** \$2,721,267

**5. AGREEMENT EXHIBITS:** The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services
- Exhibit B: Service Level Document
- Exhibit C: Schedule of Compensation
- Exhibit D: Insurance Requirements: City Insurance Exhibit INS-D
- Exhibit E: Living Wage Policy
- Exhibit F: Prevailing Wage Policy
- Exhibit G: Iran Contracting Certification
- Exhibit H: Citation Form
- Exhibit I: Seabridge Development Landscape Quantities Study Maps

**6. DESIGNATED REPRESENTATIVES.**

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

|   |   |
|---|---|
| CITY Designated Representative:   | SERVICE PROVIDER Designated Representative: |
| Name: George Rivera, Jr.  | Name: Alejandro Lopez                       |
| Title: Project Manager  | Title: Foreman                              |
| Phone: (805) 200-5713   | Phone: (805) 432-1438                       |
| Email: <a href="mailto:George.RiveraJr@oxnard.org">George.RiveraJr@oxnard.org</a> | Email: JAS.LLC.LANDSCAPE@gmail.com          |
| Mailing Address: 1060 Pacific Ave,<br>Bldg. 1, Oxnard, CA 93030                   | Mailing Address (if differs from above):    |

**7. CONTRACTUAL PREREQUISITES.**

**7.1.** This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

**7.2.** A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

**7.3.** All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

**7.4** SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

**8. SERVICE PROVIDER'S SERVICES.**

**8.1** SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," and "Service Level: attached to and incorporated into this Agreement as "Exhibit A and B." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 14 of this Agreement.

**8.2** The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement and the monthly inspections in section 9.

**9. MONTHLY INSPECTIONS.**

The City shall perform bi-monthly site inspections with the Service Provider. During the Inspections, the City will compile a list utilizing the City's Maintenance Service Report System. The inspection report(s) will list landscape-related items that are within the Scope of Work, which should be performed before the next site inspection. The City's Project Manager will schedule the monthly inspections and provide notice of the schedule to the Service Provider's Project Manager. The Service Provider must notify the City no less than (24) hours in advance, in writing, if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Service Provider.

**10. SERVICE PROVIDER'S PROSECUTION EXECUTION OF THE SCOPE OF WORK**

In accordance with Section 8 and 9 of this agreement, Service Provider shall execute the work identified in the City's monthly inspection reports within the time identified in the inspection report provided by the City to the Service Provider. Furthermore, Service provider shall execute the work as identified in the Scope of Service (Exhibit A) and the Service Level (Exhibit B) documents in the time and manner as stated in the respective Exhibits. Failure to execute the required work under this contract shall subject the Service Provider to a \$250.00 Citation per occurrence for failure to execute the work identified in the monthly inspection reports, and the Scope of Work and Service level documents. The service provider shall not be issued a citation

for failure to execute work that is outside the scope of this agreement. The Citation Form is attached to this Agreement for reference as Exhibit H.

## **11. COMPENSATION.**

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit C." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 14 of this Agreement, and may be subject to approval by the City Council.

**11.1 Price Adjustments.** Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

**11.2** Any request for price adjustment is subject to section 14. City is under no obligation to allow requested price adjustments.

## **12. PAYMENT & INVOICES.**

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

**12.1 Payment Request.** SERVICE PROVIDER shall submit a payment request to the CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: [SDInvoices@oxnard.org](mailto:SDInvoices@oxnard.org).

**12.2 Non-Appropriation of Funds.** Payments to be made to SERVICE PROVIDER by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the

last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

**12.3** SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

**12.4** SERVICE PROVIDER shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

**13. OPTION TO EXTEND AGREEMENT.**

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.

**14. MODIFICATION OF AGREEMENT.**

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

**15. TERMINATION OF AGREEMENT.**

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

## **16. INDEPENDENT CONTRACTOR**

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

## **17. LAWFUL PERFORMANCE.**

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

## **18. SAFETY REQUIREMENTS.**

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or

reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

**19. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.**

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

**19.1. Records and Inspections.** The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

**19.2. Deliverables.** SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

**19.3. Ownership – Generally.** All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

**19.4. Ownership of Documents.** Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

**19.5. Confidentiality.** Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in

the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

**19.6. Disclosure of Information.** SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

**19.7. No Warranty.** Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

**20. ASSIGNMENT.**

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

**21. NOTICE OF BREACH AND OPPORTUNITY TO CURE.**

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.



**22. NOTICES.**

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

**23. COVENANTS AND CONDITIONS.**

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

**24. WAIVER.**

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

**25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.**

**25.1** As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

**25.2** The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to SERVICE PROVIDER of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve SERVICE PROVIDER from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if SERVICE PROVIDER asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, SERVICE PROVIDER may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

**25.3** The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 26. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

**25.4** SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

## **26. INSURANCE.**

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit D". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

## **27. LIVING WAGE REQUIREMENTS.**

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit E" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

## **28. PREVAILING WAGE REQUIREMENTS.**

**28.1. Application.** The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. Please see "Exhibit F" for further information regarding Prevailing Wage requirements.

**28.2. Compliance with California Department of Industrial Relations (DIR).** To determine if this Agreement is subject to compliance monitoring and enforcement, go to:  
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

**28.3. Contract Splitting.** It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

**28.4. Use of Prevailing Wages vs. Living Wages.** In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's

local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

## **29. CONFLICT OF INTEREST**

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

## **30. IRAN CONTRACTING ACT**

In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any CONSULTANT that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, must certify, that the CONSULTANT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A CONSULTANT is ineligible to enter into any contract with the CITY for goods or services of one million dollars (\$1,000,000) or more if the CONSULTANT engages in investment activities in Iran. CONSULTANT must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as "Exhibit G."

## **31. DISPUTES.**

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

### **32. DISPUTE RESOLUTION.**

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

### **33. AUDIT.**

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents requested by the CITY. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. SERVICE PROVIDER shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

### **34. ADVERTISING AND PUBLICITY**

SERVICE PROVIDER shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

**35. NONDISCRIMINATORY EMPLOYMENT.**

SERVICE PROVIDER shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

**36. FORCE MAJEURE.**

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

**37. GOVERNING LAW.**

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

**38. SEVERABILITY.**

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

**39. INTEGRATED AGREEMENT.**

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

**40. NO THIRD-PARTY BENEFICIARY.**

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

**41. AUTHORITY TO EXECUTE.**

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

**42. EXECUTION – COUNTERPARTS.**

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

**43. INCONSISTENT OR CONFLICTING TERMS.**

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

**44. ACKNOWLEDGEMENT.**

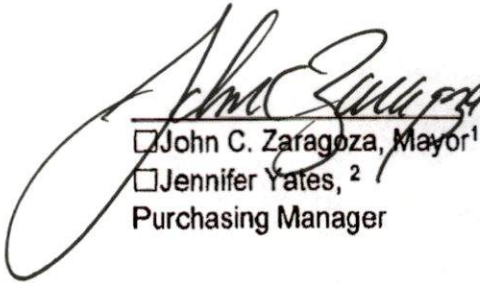
By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

**[Signatures on next page]**


In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

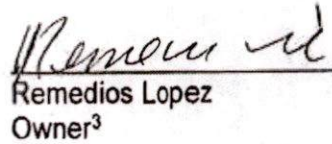
CITY OF OXNARD

JAS LANDSCAPE LLC

 4-6-24  
Date

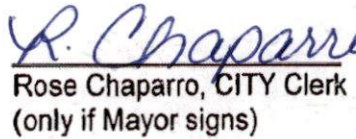
John C. Zaragoza, Mayor<sup>1</sup>  
 Jennifer Yates,<sup>2</sup>  
Purchasing Manager

 03/02/2024  
Date

 3-2-24  
Date

Remedios Lopez  
Owner<sup>3</sup>

ATTEST:

 4/16/24  
Date

Rose Chaparro, CITY Clerk  
(only if Mayor signs)

APPROVED AS TO FORM:

 3/8/2024  
Date

Stephen M. Fischer, CITY  
Attorney (always required)

<sup>1</sup> The City Council must authorize and the Mayor must execute any agreement over \$200,000.

<sup>2</sup> The Purchasing Agent may execute any authorized agreement up to \$200,000.

<sup>3</sup> The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.



**EXHIBIT A**

**LANDSCAPE MAINTENANCE & SERVICE AGREEMENT  
(CITY of Oxnard and JAS Landscape LLC)**

**SCOPE OF SERVICES**

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**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICTS (CFD)  
STANDARD LANDSCAPE MAINTENANCE & SERVICE SCOPE OF WORK**

The level of service for the CFD may change at the beginning of its fiscal year based upon the level of service requested by the members of the CFD. The level of service required for the CFD is included in Exhibit B to this Agreement.

**Section 1 LICENSING AND GENERAL NOTES**

**1.1 *Licensing and Professional Certification***

**Required:**

SERVICE PROVIDER/CONTRACTOR must hold a State of California License Classification C-27 License and Maintenance Gardener Pest Control Business (MGB) License throughout the duration of this contract.

Contractor's pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this contract.

The Contractor or his or her representative shall possess a valid arborist certification from the International Society of Arboriculture or similar program approved by the City throughout the duration of this contract.

**1.2 *General Notes***

The level of service for the District may change at the beginning of its fiscal year based upon the level of service requested by the District's residents. The level of service document is included in **Exhibit B** to this Agreement. Maps of specific District areas and features relevant to this scope of work are included as **Exhibit I** to this Agreement. Quantities of assets (such as trash cans, BBQ's, mutt mitt stations, etc.) may not be exact and must be verified by the Contractor prior to starting any maintenance work. This scope of work generally describes the specification of work the City is requesting to be performed. Frequencies of services will be specified by the City's Project Manager in consultation with the Contractor.

## **Section 2 General Expectations**

### **2.1 Contractor Responsibilities and Standard of Care**

The following items are a list of general responsibilities the Special District's Division expects the Contractor to perform during the course of fulfilling this contract. This list is not exhaustive and should serve as a general outline of the standard of work expected of the Contractor by the City of Oxnard.

- i. Contractor must ensure the public's safety when performing services.
- ii. Contractor will be required to provide staff uniforms that uniquely identify them as crew members assigned to this contract. If the Contractor maintains contracts with HOAs or businesses within the City, the Contractor shall be required to have their staff wearing uniforms which clearly identify them from other Contractor's staff working in the HOA or business areas. Uniforms shall be agreed upon between Contractor and the Project Manager prior to the start of any work.
- iii. Contractor shall behave and operate in an environmentally and professionally sound way so as to not create damage or cause exposure by virtue of negligence or omission.
- iv. Contractor shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person in the vicinity of operations.
- v. Contractor is responsible for repairing damage to the irrigation system caused by Contractor i.e., irrigation boxes being damaged or destroyed by mower blades.
- vi. Emergency Services: Contractor shall provide the City of Oxnard with the names and telephone numbers of at least two (2) contacts who can be called by City of Oxnard Staff when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Contractor's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The City of Oxnard shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the City of Oxnard of emergency conditions, the Contractor shall arrive at the site and report status within two (2) hours from the time of notification.
- vii. No live tree removal (including understory and shrubs in the existing landscape or the surrounding "natural" area) shall take place without the permission of the City of Oxnard Arborist or a Special District's Project Manager.
- viii. Contractor shall provide an organizational chart that identifies numbers of staff dedicated to this contract and their intended responsibilities.
- ix. The Contractor will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, brick, pavers, glass, all weather turf, etc. that is caused by the Contractor's error. Replacement of any damaged material will be the responsibility of the Contractor and will be subject to the acceptance of

the City's Project Manager.

- x. Contractor is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying properties and sites within this contract. Contractor is responsible for applying all chemicals in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies are determined by the manufacturer's recommendations. Chemical mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to the applicable licensing regulatory body. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.
- xi. If through inspection and verification, in the City of Oxnard's opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Contractor without creating a backlog to other maintenance schedules and at the expense of the Contractor.
- xii. Upon written permission by the City's Project Manager, Contractor may procure and store a roll-off bin at a site agreed upon by the Project Manager for green waste.
- xiii. Upon execution of the Contract, Contractor and City will perform a thorough inspection of all landscaping and irrigation in each City of Oxnard to determine if there are deficient areas prior to the beginning of services. After the inspection, any noted deficiencies will be corrected prior to handing responsibility over to the Contractor for that area. For example, if there are broken sprinkler heads, repairs will be made to correct them and the Contractor will be responsible for the maintenance after that correction is complete.
- xiv. Contractor or representative shall be available to perform regular inspections of the City of Oxnard (s) with the Project Manager or his or her representative. Inspections shall occur at least once per month at an agreed-upon time.
- xv. The Contractor shall be required to respond within 90 minutes to any inquiries made between the hours of 7:00 am to 4:00 pm Monday through Friday. Inquiries received on weekends and holidays must be replied to at the first available opportunity the following Business Day. This is in regards to all inquiries unless otherwise noted with further detail in the following sections of this Scope.
- xvi. Contractor is responsible for traffic control for work within the public right-of-way. If required by the City, the Contractor must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer unless Contractor elects to use a standard control plan from the WATCH Handbook. Plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working

condition. Flaggers and workers must all wear appropriate personal protective equipment. City shall pay for all traffic control permits if necessary.

- xvii. In the event of inclement weather, Contractor remains responsible for providing services. Power machinery and tools that cannot be operated safely in foul weather conditions may not be used. However, the Contractor is to exhaust all other means of providing service prior to ending any service days in any City of Oxnard. The Contractor is responsible for providing for the safety of their crews and in the event that crews will not be on site due to weather conditions, the Contractor must notify the Project Manager in writing.
- xviii. Contractor will be required to utilize the maintenance reporting software designated by the Project Manager or his or her representative during the term of the contract. Usage of the software will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

## **2.2 Equipment and Materials**

Contractor shall provide at cost all labor, equipment, materials, supplies, tools, and transportation including but not limited to:

- i. Hauling
- ii. Chemicals
- iii. Mulch
- iv. Dumping
- v. Irrigation Parts
- vi. Seed
- vii. Batteries
- viii. Insecticides
- ix. Herbicides
- x. Fertilizers
- xi. Surfactants
- xii. Humectants
- xiii. Fuel
- xiv. Fungicides
- xv. Chemicals
- xvi. Amendments
- xvii. Tree stakes
- xviii. Fasteners
- xix. Rodent control devices

And all other labor, equipment, materials, supplies, tools, and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these contract documents.

### **2.3 General Maintenance**

Contractor shall perform all work necessary to complete the contract in a manner acceptable to the City of Oxnard. The general areas to be maintained and tasks to be performed shall include but are not limited to the areas listed below:

- i. **Turf Management:** routine mowing, trimming, fertilization, watering, weed abatement.
- ii. **Hardscape Management:** routine sweeping, litter and trash removal, pressure washing, catch basins, storm drains, swales, driveway/aprons, parking lots and sidewalks.
- iii. **Shrub/Pruning & Groundcover:** routine weeding, cultivation, fertilization, weed abatement, and pruning.
- iv. **Tree Care:** lifting limbs, removing broken branches.
- v. **Irrigation – Operation, Programming and Maintenance:** includes parts and labor for daily irrigation and repairs.

### **2.4 Vandalism and Theft**

The Contractor shall include all labor costs for repairs within the Proposal for items damaged due to vandalism or theft. City shall provide all materials. Such items for repair, removal, replacement or other corrective measures resulting from vandalism and theft may include but are not limited to shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item that has been vandalized by methods other than graffiti or have been stolen from the property. Contractor shall coordinate replacements and repairs with the Project Manager.

## **Section 3 Parks and Facilities Maintenance Schedule and Reporting**

### **3.1 Creation of Schedule**

Prior to beginning services under this Agreement, Contractor shall determine a schedule in cooperation with the City's Project Manager for recurring (daily, weekly, monthly) grounds maintenance (mowing, pruning, irrigation inspections etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.

Contractor is expected to adjust and manage staffing as necessary to complete the tasks and frequency of tasks as outlined within this scope of work, particularly within Section 4. Weekend and Holiday staffing will be determined as necessary by the Contractor to address maintenance requirements.

For non-recurring (quarterly, bi-annually, annually, irregular schedule, as needed) grounds maintenance (fence cleaning, sign cleaning, etc.), Contractor shall submit a monthly work schedule that outlines work for the upcoming month no later than one-week prior the start of the month.

If for any reason there is an anticipated variation to the provided schedule Contractor shall notify the City of Oxnard immediately upon knowledge of the need to make a schedule adjustment. The Contractor will be required to resume work as soon as possible in accordance with the annual schedule and contract specifications.

Contractor shall make all necessary visits during the year to correct any problems that may occur during the Contract Term.

### **3.2 Parks and Facilities Inspections and Reports**

Contractor will be required to utilize the maintenance reporting software as determined by the City and report daily work being performed on designated service days with pictures and comments detailing work that has been completed. Contractor's lead worker(s) and/or irrigation tech(s) shall be required to keep the maintenance reporting software active on device for the duration of time while on site. The following reports will be required from the Contractor on a monthly basis:

- i. A **Tree and Plant Health Inspection Report** using the maintenance reporting software for the entire property.
- ii. A **General Inspection Report** detailing tasks that have been completed and those still in progress. This report should reference both deficiencies addressed by the City's maintenance inspection report and feedback provided by the Project Manager and Landscape Maintenance Inspector
- iii. An **Irrigation Report** detailing deficiencies discovered, their repair, and any additional irrigation tasks to be completed on designated service days.

Contractor reports shall include photographs of any repairs or enhancements made to a location within the designated maintenance area along with any necessary comments or feedback in regards to work order concerns.

## **Section 4 Regular Maintenance Programs**

### **4.1 Turf Management**

The City of Oxnard expects a detailed, proactive approach to turf management. Including but not limited to: soil amendment, fertilization, pre and post-emergent herbicides, dethatching, aerating, proper mowing practices, etc. The following specifications shall be performed by the Contractor as a part of the **Turf Management Program**:

- i. **All Turf Areas:** these areas shall be inspected daily for holes, wet spots, uneven surfaces, defective sprinklers and other hazards, and any required corrective action taken immediately.
- ii. The Contractor shall perform or cause to be performed on an annual basis up to ten (10) soil tests at locations determined in cooperation with the Project Manager with sites clearly marked so as not to confuse results. Results are to be compiled and provided to the Project Manager in a report suitable for filing.
- iii. The results of the soil analysis will determine the development of the **Turf**

**Management Program and the Turf Action Schedule.**

- iv. Soil tests shall include but not be limited to measurements/values for the following items:
  - Soil class:** Each soil sample is classified according to humic matter content. The classes are:
    - MIN:** Mineral soil. Low percentage of humic matter.
    - M-O:** Mineral-organic soil. Medium percentage of humic matter.
    - ORG:** Organic soil. High humic matter content.
  - HM percent:** Humic matter percent is a measure of the chemically active fraction of organic matter.
  - W/V:** The soil weight/volume is shown in grams/cubic centimeter and is used to determine the soil class.
  - CEC:** Cation exchange capacity is a measure of the soil's capacity to hold basic cations such as potassium, calcium, and magnesium, plus the acidic cations hydrogen and aluminum.
  - BS%:** Base saturation percent is the percent of the CEC that is occupied by the basic cations [potassium (K), calcium (Ca), and magnesium (Mg)]. BS% indicates the pH and lime status of the soil.
  - Ac:** Exchangeable acidity is the portion of the CEC that is occupied by acidic cations [Aluminum (Al), hydrogen (H)].
  - pH:** Soil pH is a measure of the active acidity [hydrogen (H)] in the soil solution.
  - P-1 and K-1:** Phosphorus (P) and potassium (K) are shown as indexes used to evaluate nutrient availability to plants.
  - Ca and Mg%:** Both calcium (Ca) and magnesium (Mg) are shown as percentages of CEC.
  - S (sulfur), Mn (manganese), Zn (zinc), Cu (copper).**
  - SS-1:** The soluble salt index.
  - Na:** Sodium.
  - N (nitrogen).**
- v. Contractor shall provide a detailed comprehensive, environmentally sensitive **Turf Action Schedule** using a synthetic and/or organic approach which outlines the application of fertilizer, insecticide, herbicide and disease control programs that maintains turf in a healthy, vigorous, growing condition with no weeds, disease or insect issues to create a dense crop of turf based on the intended use of the community.
  - a. The **Turf Action Schedule** shall be reviewed and approved by the City's Project Manager prior to implementation.
  - b. The **Turf Action Schedule** shall be due to the Project Manager no later than one month after the sample was taken of each contract year.
  - c. The **Turf Action Schedule** shall outline the chemical type, analysis, timeline for application, and intended application rates.
  - d. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.
- vi. Proper and necessary horticultural practices shall be used to achieve clean,

- green, and safe turf given the high visibility of the turf and landscape at these facilities.
- vii. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
  - viii. An edger shall be used in all areas where grass and concrete meet. Such edging should be done with a power edger with a rigid blade or straight-line trimmers with a proper guide to facilitate neat, straight, and professional edged appearance; freehand line trimming will not meet this requirement. All turf is to be debris, litter, and hole free. Holes are defined as a depression where a community member may trip regardless if turf grass is present in the depression.
  - ix. All turf areas shall be cut to maintain a consistent year-round height of 2-3 inches.
  - x. Alternating mow patterns are required in order to reduce "tracking."
  - xī. The Contractor is responsible for ensuring a complete and thorough removal of all debris at the completion of all mowing occurrences to include clumping or piles of grass.
  - xii. Contractor must replant turf areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

#### **4.2 Herbicides**

The goal of the **Herbicide Program** is to maintain turf and planters free from weeds which includes, but is not limited to, Poa Annua, Horseweed, Kikuyu grass, or other invasive crop damaging weeds. The following items shall be fulfilled through the Contractor's Herbicide Program:

- i. All turf must contain less than 3% invasive weeds year-round.
- ii. Herbicides must be applied at maximum rates unless advised by the City's Project Manager.
- iii. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.
- iv. Pre-emergent herbicide shall be applied a minimum of two (2) times per year.
- v. Post-emergent applications should be proactive based on weekly inspection findings.
- vi. Herbicide cost should be figured into the base bid.
- vii. All herbicide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager.
- viii. Contractor shall notify the Project Manager or his or her representative a minimum of one (1) week prior to application of herbicides. For follow-up applications, the Contractor is to provide a second service date upon completion of the initial application and post notices accordingly.



- ix. Contractor shall ensure proper signage is installed prior to herbicide application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Contractor provided at Contractor's expense and include a map of the area treated, the label of the chemical applied, and a warning to avoid the area for a time no less than what is recommended on the label.
- x. Contractor shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings and structures are free of all weeds.
- xi. Tree wells should be maintained by a herbicide approved by the Project Manager or his or her representative.

#### **4.3 Pesticides/Insecticides and Disease Control**

The goal of the **Pesticides/Insecticides and Disease Control Program** is to ensure all plant material is maintained free of diseases and pests which includes, but is not limited to, phytophthora, pythium parasites, root fungus and other plant damaging diseases, mole crickets, army worms, sod webworms, fire ants, cutter ants, grubs, chinch bugs, mealy bugs, boring beetles, and other invasive damaging insects, gophers, moles, and other vertebrate pests, year round. The following items shall be fulfilled through the Contractor's Pesticides/Insecticides and Disease Control Program:

- i. All control methods used in the execution of the Contractor's program shall be used in accordance with their labels.
- ii. The **Turf Action Schedule** should figure in preventative applications as well as reactive applications.
- iii. Wasp/Hornet control shall occur as needed on and around the exterior of District facilities to control wasps/hornets.
- iv. Trees may be treated via injection, root soak, or other methods to control pests and diseases as necessary.
- v. Chemical cost should be figured into the base bid.
- vi. All pesticides/insecticides/fungicides use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager.
- vii. Contractor shall notify the Project Manager or his or her representative a minimum of one (1) week prior to application of pesticides/insecticides/fungicides. For follow-up applications, the Contractor is to provide a second service date upon completion of the initial application and post notices accordingly.
- viii. Contractor shall ensure proper signage is installed prior to chemical application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Contractor provided at Contractor's expense and include a map of the area treated, the label of the chemical

applied, and a warning to avoid the area for a time no less than what is recommended on the label.

#### **4.4 Irrigation Maintenance**

The goal of the **Irrigation Maintenance Program** is to maintain a properly functioning and effective irrigation system that preserves water resources and ensures proper plant health. The following list shall be addressed through the Contractor's **Irrigation Maintenance Program**:

- i. Sprinkler heads, spray patterns, and controllers shall be inspected on a weekly basis when systems are in operation.
- ii. Breaks, leaks, and malfunctions of unknown and uncontrollable sources shall be repaired by the contractor. Missing or damaged valve box lid replacements are to be replaced by the contractor as a high priority due to safety issues.
- iii. Cost for material, supplies and equipment for repairs will be the responsibility of the contractor.
- iv. Vandalism or accidental damage not caused by the Contractor shall be reported immediately to the Project Manager. Upon the approval of the Project Manager or his or her representative, the Contractor shall provide the labor and materials necessary to repair the damage at an additional expense to the City of Oxnard.
- v. All irrigation sprinkler head repairs will be made using original system specified Rainbird and Hunter products (or an approved equal).
- vi. Emergency calls regarding malfunctioning irrigation equipment shall be answered within 90 minutes during regular business hours or within 24 hours on weekends and Holidays by the Contractor if a condition exists in which water is running freely or in which the Project Manager requests immediate attention for safety reasons.
- vii. Contractor shall notify the Project Manager of system malfunction via email or phone call within 24 hours of discovering the problem.
- viii. Contractor shall assist the City of Oxnard with as needed system shutdowns due to random events, natural disasters, or related events.
- ix. Contractor will be responsible for the programming, maintenance, and repairs on the specific irrigation zones and programs per applicable facility and park.
- x. Irrigation enclosures such as controller pedestals and pump enclosures shall be kept clean and free of dirt, grass, and debris.
- xi. Contractor is required to use iCentral, Rainbird, or similar product if irrigation systems are centrally controlled for the control and monitoring of all irrigation systems.
- xii. All routine maintenance labor shall be provided at the Contractor's expense as a component of the landscape services as a component of the landscape services.
- xiii. Contractor shall monitor moisture levels in irrigated and in non-irrigated bed areas.
- xiv. In the event of irrigation failure or poor coverage, water shall be provided to affected areas via quick coupler and hose bib, Contractor is responsible for

- ensuring proper coverage through manual or automatic means at all times.
- xv. Water runoff shall be kept to an absolute minimum.
  - xvi. Scheduling shall be the responsibility of the Contractor, however, the City reserves the right to require the Contractor to change watering schedules as necessary.
  - xvii. Watering schedule and maintenance of irrigation systems must adhere to the City's Water Ordinance No. 2810 or most recent drought declarations made by the Oxnard City Council.

#### **4.5 *Shrub, Vine, and Groundcover Maintenance***

The goal of the **Shrub, Vine, and Groundcover Maintenance Program** is to maintain an aesthetically pleasing landscape while ensuring proper plant health. The following items shall be addressed through the Contractor's Shrub, Vine, and Groundcover Maintenance Program:

##### **4.5.1 *Pruning and Edging***

- i. Pruning of all plant material shall be performed in a manner to create a uniformly dense plant. Contractor shall selectively thin and tip back annually. Pruning shall be done to enhance the natural branching effect of plants.
- ii. Pruning shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the area.
- iii. Contractor shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers and undesired growth shall be removed during pruning services. Tree and shrub branches should be pruned to maintain appropriate clearance from all structures, buildings, light poles, AC units, fences, walkways, etc.
- iv. Limbs less than 9' feet above sidewalks and 13' above streets shall be proactively removed.
- v. Pruning of formal shrub planting should be minimal and shall be completed as needed to result in a smooth, manicured appearance.
- vi. "Natural" areas are to be maintained in their native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lot, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities.
- vii. All debris from pruning shall be removed from the site and disposed of.

##### **4.5.2 *Landscaped Beds***

- i. Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained in a manner to

- control and strive to eliminate weeds.
- ii. All landscape beds shall remain free of litter, debris, and weeds. **Weeds sprayed with herbicide must be removed after plant death.**
  - iii. "Natural" areas are to remain in their natural native conditions with the exception of the removal of dead wood and invasive plant material.
  - iv. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis to achieve a smooth, manicured appearance within established boundaries.
  - v. Any necessary restructuring shall be reviewed and mutually approved by the Project Manager and Contractor.
  - vi. Trimming/Deadheading shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed.
  - vii. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty. This shall be interpreted to mean pruning after flower color fades.
  - viii. Groundcover shall be pruned as needed, according to the Project Manager or his or her representative, to maintain separation away from base of trees, shrub masses, and hardscapes.
  - ix. All pruning debris shall be removed from the site at the Contractor's expense.
  - x. Contractor must replant landscape areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.
  - xi. During the course of this Agreement, Contractor shall install up to 2,000 cubic yards of mulch per calendar year at no additional cost to the City. City reserves the right to inspect mulch prior to installation. Mulch may be applied to, but is not limited to, the following areas: planters, tree wells, pathways, medians, and parkways. Mulch may be applied via blower or by hand if appropriate.

#### **4.6 Tree Maintenance**

The goal of the **Tree Maintenance Program** is to maintain the health of and promote safe growth of the District's urban forest. **Tree pruning beyond the reach of a standard 13 ft. pole saw extension is not required under the scope of this agreement.** The following items shall be addressed through the Contractor's Tree Maintenance Program:

#### **4.6.1 Pruning**

- i. All pruning work shall conform to the current ANSI A300 5.3 Pruning Standard in conjunction with the International Society of Arboriculture Publication.
- ii. Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, crossing, touching, and broken branches.
- iii. Clearance 9 ft. above walkways and 13 ft. above streets will be maintained at all times.
- iv. Thinning shall consist of selective pruning to reduce density of live branches. Thinning should result in an even distribution of branches on individual limbs and throughout the crown of the tree.
- v. Raising shall consist of selective pruning to provide specified vertical clearance.
- vi. Reduction shall consist of selective pruning to decrease height and/or spread as specified.
- vii. Safety pruning is to trim a tree given careful consideration to the tree site, surroundings, height, overhang and potential of failure.
- viii. Pollarding, topping and lion tailing shall be considered unacceptable pruning practices for trees.
- ix. Small or young trees are to be pruned (trained) during the fall and winter season.
- x. The Contractor will attach tree stakes as needed to support tree growth. The Contractor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. The Contractor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract per ANSI guidelines.
- xi. Tree stakes will be maintained to achieve their intended purpose. Unless otherwise necessary to keep the tree upright, stakes shall be removed one year after the installation of a tree or shrubs, even if the tree/shrub was installed by another contractor.
- xii. Root pruning to prevent concrete displacement or root encroachment may be required as well as the installation of 12" root barriers after pruning.
- xiii. There shall not be any removal of trees under this Scope of Work.
- xiv. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year.
- xv. A four-inch (4") ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/ground cover roots.
- xvi. Roots growing around the base of the tree causing girdling to the trunk area are to be removed.
- xvii. Contractor shall remove and dispose of dead or dying palm fronds weekly. Dying palm fronds shall be pruned in a manner that the

remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk.

#### **4.6.2 Fertilization**

- i. Contractor shall fertilize all palm trees using a combination of blood meal and Agriform (slow release) tablets as needed by installing eight (8) holes around the palm trees. These holes shall be two inches (2") in diameter by twelve inches (12") deep and shall be uniformly located around the base of the palm trees, filled with blood meal, and completely watered in.
- ii. All other trees shall be maintained in accordance with current ANSI A300 fertilization standards in conjunction with the International Society of Arboriculture Publication.

#### **4.6.3 Tree Rings**

- i. Mulch shall be installed 4 inches to 6 inches away from the root flare or root collar of the tree. "Volcano" mulch rings are not acceptable.
- ii. Tree rings shall be kept free of weeds through either chemical or manual means.
- iii. Tree rings shall be kept free of weeds as a part of the **Turf Action Schedule**.

### **4.7 General Site Maintenance**

The goal of the **General Site Maintenance Program** is to maintain an aesthetically pleasing, clean, and safe maintenance area. The following items shall be addressed through the Contractor's General Site Maintenance Program.

#### **4.7.1 Hardscape Management**

- i. Cracks in hardscape areas - apply herbicide as needed to control weeds in hardscaped areas, i.e., interior pathways of parks, parking lots, sidewalks, etc.
- ii. Decomposed Granite - apply herbicide to ensure a weed free decomposed granite area (paths, trails, etc.).
- iii. Blowing - removal of debris by blowing from parking lots, internal park pathways, play structures, and other hardscapes (parking areas and walkways) and softscape areas (i.e. decomposed granite) daily.
- iv. Playgrounds Safety Fall Surfacing- Maintain a level, debris free and safe play areas by way of raking, removing litter, spot treating weeds/grasses under swing sets, play equipment and general play area.

#### **4.7.2 Litter and Debris Control**

- i. General hardscape cleanup for trash and debris (including palm fronds) shall occur daily.
- ii. All areas of maintenance responsibility, including but not limited to

paved parking that is not on-street parking in front of residences, shall be kept free of all trimmings, leaves, grass cuttings, dirt, mud and litter, including broken glass or other such debris.

- iii. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense.
- iv. All walkway areas should be blown clean during maintenance and should be free of clipping and debris. This includes street, curb, and gutter areas.
- v. Trash cans (including "Mutt Mitt" stations) shall be emptied no less than three times per week.

#### **4.7.3 Park Amenities**

- i. Contractor must notify the Project Manager or his or her representative of any deficiencies to the park amenities including but not limited to play structures, exercise stations, restrooms, tennis courts, benches, picnic tables, trash receptacles and mutt-mitt stations.
- ii. Contractor is responsible for cleaning of park amenities including playgrounds, tennis courts, benches, picnic tables, trash receptacles, and dog mutt-mitt dispensers. BBQs within the parks should be checked twice per week. Cool coals and debris should be disposed of properly. Contractor shall pressure wash picnic pavilions. Additional pressure washing will be required on the day before and after a major holiday. Tennis and basketball courts are to be pressure washed quarterly.
- iii. Restrooms are to be opened and checked for proper operation by 8 AM Saturday through Sunday. If Contractor notices any park amenities that need service or repair, they are to be reported to the Project Manager or his or her representative for corrective action.
- iv. Contractor shall regularly inspect all electrical lighting systems for proper functioning and report deficiencies to the Project Manager or his or her representative. Any electrical hazards should be reported immediately to the Project Manager or his or her representative.

#### **4.7.4 Graffiti**

- i. Contractor shall include all labor and material costs for removal of graffiti from contracted areas. Such items for repair, removal, replacement or other corrective measures resulting from graffiti include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item within the contracted City of Oxnard that has been vandalized by graffiti. Graffiti shall be removed with chemical/pressure washer on all non-painted surfaces. Under no circumstances is graffiti to be painted over on sidewalks, curbs/gutter, block walls or pilasters, monument signs or similar items. Graffiti on

Painted surfaces shall be removed and the area shall be repainted if necessary. Etching shall be sanded until the etching has been removed. The Contractor shall provide all labor and material to remove graffiti within 24 hours of notification. Any graffiti deemed by the City to be excessive, major or out of the scope of the contract may be assigned to another contractor or City staff to complete the removal. All Graffiti is generally considered the responsibility of the Contractor to remove and should be removed within 24 hours of notification. The expectation is that the Contractor will utilize maintenance staff that is already on property for the removal of this graffiti and not bring in extra staff for this task.

#### **4.7.5 General Fence Maintenance**

- i. If applicable to the District, on designated service days, Contractor shall perform a visual inspection of District maintained fencing, looking for missing and/or damaged parts, damaged or missing bars, loose footings, and chipped paint. Irrigation heads must be maintained in a manner as to not spray nearby fencing. Any issue found during inspections shall be reported in writing to the Project Manager or his or her designated representative. If a hazardous condition exists, Contractor must make necessary adjustments to ensure the area is safe. Pressure washing of fencing may be required at City Project Manager discretion.

#### **4.7.6 Detention Basins and Drainage**

- i. Where applicable, the Contractor is to maintain detention basins in good repair. This may include maintenance of turf areas and planters to the same standard as previously stated in this scope.
- ii. Landscape drains inlets and the outlet structures should be cleared of vegetation to ensure that flow restrictions do not occur. Special care shall be taken to ensure that prior to rain events, drains are clear and function as intended.

#### **4.7.7 Waterways Riprap**

- i. Where applicable, Contractor shall maintain the loose stone used to form the foundation for the breakwater along waterways within the maintenance area. This includes the treatment and abatement of weeds and removal of any debris from the riprap.
- ii. Contractor to provide aquatic safe herbicide chemicals for killing any present weeds. Contractor may be required to hand pull dead weeds herbicide can not be practically applied. This shall be completed quarterly at minimum. In the event of accelerated growth due to rain, the Contractor may be required to address the area with higher frequency.



## **Section 5 Additional/A La Carte Services**

In the case additional services are needed outside of the regular maintenance programs, the following items will be bid individually and performed at the discretion of the Project Manager.

### **5.1 Additional Labor**

These services shall be bid at an hourly rate.

- i. Medium Equipment with Operator - Contractor shall provide a tractor (45 to 85 horsepower) with shovel/forks or other attachments and Turf Tires with a qualified operator on a per hour basis.
- ii. Additional General Crew - Hourly rate per each additional crew member requested for extra work which is inclusive of truck and basic hand equipment.
- iii. Additional Irrigation Tech - Hourly rate per each additional irrigation tech requested for extra irrigation work inclusive of truck and typical irrigation related tools and equipment.

### **5.2 Piecework**

These items shall include costs for all labor, equipment, and materials necessary on a per unit basis per each listed task. City reserves the right to inspect planned materials and method of work proposed prior to execution of each requested task. All services will be specified in addition to the regular maintenance tasks identified in Section 4.

- i. Top Dressing - Top Dressing material and rates shall be per agronomic recommendations consistent with soils analysis performed within the **Turf Action Schedule**. Contractor shall provide a per 1,000 square foot cost to apply top dressing
- ii. Overseeding - Contractor shall provide a per 1,000 square foot cost to overseed turf areas with a matching seed species.
- iii. Broadcast Fertilizer - Contractor shall provide a per 1,000 square foot cost to apply a fertilizer at the rate of 1lb. per 1,000 sq. ft..
- iv. Stump Grinding - Contractor will provide a price to grind a stump (all sizes) to 5" below grade.
- v. Tree Removal - Contractor will provide a price for the removal and legal disposal of trees 6 to 15-inch diameter at breast height (DBH), 16 to 22-inch DBH and 23-inch and over DBH via mechanical or non-mechanical means. Trees shall be removed to a height of 3" above grade.
- vi. Power Washing - Contractor shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Contractor may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect. Price shall be provided per hour.

- vii. Core Aeration - Aeration shall be done with a power driven aerifier using ½ inch coring tine. Contractor shall take extreme care to not damage irrigation and landscape improvements with equipment. Core aeration will be performed to a depth of 6" with cores mat drug throughout areas that have been aerated. Price will be per 1,000 square feet.
- viii. Dethatching - Thatch removal shall be performed with a power-driver verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of. Price will be per 1,000 square feet.
- ix. Mulch - Contractor will provide a per cubic yard price to install non-colored hardwood mulch to a depth of 3" where specified above and beyond the 2,000 cubic yards specified in the maintenance program.
- x. Decomposed Granite - Contractor will provide a per cubic yard price to install non-colored decomposed granite to a depth of 3" where specified. Price to include any subsurface site prep necessary.
- xi. Landscape Pavers - Contractor will provide a per square foot price to install decorative landscape pavers (determined in cooperation with the Project Manager) where specified. Price to include any subsurface site prep necessary.
- xii. Stones - Contractor to provide a single unit price for the installation of 12" to 24" and 24" to 36" stones.
- xiii. Sod Installation - Sod shall be of species type specified by the Project Manager, price will be per square foot.
- xiv. Sod Cutting - Sod shall be cut with a mechanical sod cutter 1.5 to 3 inches in depth. Price shall be provided per square foot.
- xv. Pruning Vegetation and Trees - as identified in the Pruning scopes in Section 4 on a per hour basis.
- xvi. Reel Mowing - use of at least a 72-inch reel mower and operator, with sharp blades and maintained bed reels on a per 1,000 square foot basis.
- xvii. Rotary Mowing - use of at least a 48-inch riding or standing rotary mower with sharp blades on a per 1,000 square foot basis.
- xviii. Edging/Line Trimming - use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis.
- xix. Landscape Drainage - Installation of a buried french drain system 3" to 4" in diameter. Price shall be per linear foot.

### **5.3 Landscape Renovations**

- i. Planter Bed Renovation - on a per square foot basis, Contractor shall provide a price for the general renovation of planter beds. Renovation should include additional soil and amendments where necessary, mulch, plant material and any other material and equipment necessary to complete the work. Renovation work will be limited in scope to landscape similar in nature to that which is previously established.
- ii. Turf Renovation - a per square foot price will be provided for the following complete service. Upon the completion of Seedbed Preparation; Delivery,

Mulching, and Fertilization shall occur within the following 48 hours.

- a. Seedbed Preparation - The areas to be seeded shall be reasonably smooth. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat lines and all loose material raked to the toe and removed.
- b. Delivery - All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the Project Manager before application.
- c. Renovation Mulching - Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or unscattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.
- d. Fertilization - The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.
- e. Germination - The Contractor shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Contractor. If it is determined that areas must be fenced to prohibit foot traffic from interfering with proper plant growth, Contractor is to provide temporary fencing at Contractor expense for the duration of the renovation.

**EXHIBIT B  
LANDSCAPE MAINTENANCE & SERVICE AGREEMENT  
(CITY of Oxnard and JAS Landscape LLC  
SERVICE LEVEL DOCUMENT  
City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations  
for Assessment Districts Version 5**

| Turf Maintenance Schedule                        | Frequency        | Level of Service |   |   |   |   |
|--|------------------|------------------|---|---|---|---|
|  |                  | A                | B | C | D | F |
| Mowing, Edging & Trimming around sprinkler heads | Weekly           | X                |   |   |   |   |
|  | Every 2 Weeks    |                  | X |   |   |   |
|  | Every Third Week |                  |   | X |   |   |
|  | Monthly          |                  |   |   | X |   |
|  | Quarterly        |                  |   |   |   | X |
| Aerate to relieve compaction and stress          | 3x per Year      | X                |   |   |   |   |
|  | Annually         |                  | X | X | X |   |
|  | Not Performed    |                  |   |   |   | X |
| Dethatch (remove thatch layer to promote growth) | Annually         | X                | X | X |   |   |
|  | Not performed    |                  |   |   | X | X |
| Overseed Stressed Areas                          | Bi-Annually      | X                |   |   |   |   |
|  | Annually         |                  | X | X |   |   |
|  | Not Performed    |                  |   |   | X | X |

| Fertilization Schedule         | Frequency   | Level of Service |   |   |   |   |
|--------------------------------|-------------|------------------|---|---|---|---|
|                                |             | A                | B | C | D | F |
| Turf                           | Quarterly   | X                |   |   |   |   |
|                                | Bi-annually |                  | X |   |   |   |
|                                | Annually    |                  |   | X | X |   |
|                                | None        |                  |   |   |   | X |
| Shrubs, Ground Cover and Vines | Monthly     | X                |   |   |   |   |
|                                | Quarterly   |                  | X |   |   |   |
|                                | Bi-annually |                  |   | X |   |   |
|                                | Annually    |                  |   |   | X |   |
|                                | None        |                  |   |   |   | X |

| Trash and Debris Removal  | Frequency     | Level of Service |   |   |   |   |
|---|---------------|------------------|---|---|---|---|
|   |               | A                | B | C | D | F |
| Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters | Daily         | X                |   |   |   |   |
|   | Weekly        |                  | X | X | X |   |
|   | Monthly       |                  |   |   |   |   |
|   | Not Performed |                  |   |   |   | X |

| Graffiti                     | Frequency       | Level of Service |   |   |   |   |
|------------------------------|-----------------|------------------|---|---|---|---|
|                              |                 | A                | B | C | D | F |
| Inspect and remove as needed | Daily           | X                |   |   |   |   |
|                              | Weekly          |                  | X |   |   |   |
|                              | Every two weeks |                  |   | X |   |   |
|                              | Monthly         |                  |   |   | X |   |
|                              | When reported   |                  |   |   |   | X |

| Pest Control Schedule  | Frequency                   | Level of Service |   |   |   |   |
|--|-----------------------------|------------------|---|---|---|---|
|  |                             | A                | B | C | D | F |
| Complete control and/or eradication of all plant pests within the landscape on designated service days | Spray and Treat as required | X                | X | X | X |   |
|  | Not performed               |                  |   |   |   | X |

| Weed Control Schedule  | Frequency        | Level of Service |   |   |   |   |
|--|------------------|------------------|---|---|---|---|
|  |                  | A                | B | C | D | F |
| Complete control and/or eradication of all weeds within the landscape as scheduled | Daily            | X                |   |   |   |   |
|  | Every 2 Weeks    |                  | X |   |   |   |
|  | Every Third Week |                  |   | X |   |   |
|  | Monthly          |                  |   |   | X |   |
|  | Quarterly        |                  |   |   |   | X |

**City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Version 5**

| Irrigation                          |  | Frequency             | Level of Service |   |   |   |   |
|-------------------------------------|--|-----------------------|------------------|---|---|---|---|
|                                     |  |                       | A                | B | C | D | F |
| Inspect and adjust/repair as needed |  | Daily                 | X                |   |   |   |   |
|                                     |  | Every two weeks       |                  | X |   |   |   |
|                                     |  | Every Third week      |                  |   | X |   |   |
|                                     |  | Quarterly             |                  |   |   | X |   |
|                                     |  | Respond to complaints |                  |   |   |   | X |

| Pruning and Trimming Schedule |  | Frequency     | Level of Service |   |   |   |   |
|-------------------------------|--|---------------|------------------|---|---|---|---|
|                               |  |               | A                | B | C | D | F |
| Groundcover/<br>Vines/Shrubs  | Trim to prevent encroachment   | Weekly        | X                |   |   |   |   |
|                               |  | Monthly       |                  | X | X |   |   |
|                               |  | Quarterly     |                  |   |   | X |   |
|                               |  | Semi-annually |                  |   |   |   | X |
|                               |  |               |                  |   |   |   |   |
| Trees                         | Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly   |               | X                |   |   |   |   |
|                               | Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly |               |                  | X |   |   |   |
|                               | Trim as needed to prevent encroachments or hazards   |               |                  |   | X | X |   |
|                               | Report encroachments or hazards  |               |                  |   |   |   | X |

**EXHIBIT C**

**LANDSCAPE MAINTENANCE & SERVICE AGREEMENT  
(CITY of Oxnard and JAS Landscape LLC)**

**SCHEDULE OF COMPENSATION**

| Bid Item | Description                                       | Price        | Unit           |
|----------|---|--------------|----------------|
|          |   |              |                |
| 1        | Maintenance Program<br>Sections 1 through 4       | \$ 30,400.00 | /Month         |
|          |   |              |                |
|          | <b>Additional/A La Carte Services (Section 5)</b> | <b>Price</b> | <b>Unit</b>    |
| 2        | Medium Equipment with Operator                    | \$ 65.00     | /Hour          |
| 3        | Additional General Crew (per Crew Member)         | \$ 35.00     | /Hour          |
| 4        | Additional Irrigation Tech                        | \$ 55.00     | /Hour          |
| 5        | Top Dressing                                      | \$ 250.00    | /1,000 sq. ft. |
| 6        | Overseeding                                       | \$ 275.00    | /1,000 sq. ft. |
| 7        | Broadcast Fertilizer                              | \$ 420.00    | /1,000 sq. ft. |
| 8        | Stump Grinding                                    | \$ 300.00    | /Stump         |
| 9        | Tree Removal (6" to 15" DBH)                      | \$ 600.00    | /Removal       |
| 10       | Tree Removal (16" to 22" DBH)                     | \$ 1,100.00  | /Removal       |
| 11       | Tree Removal (23" and over DBH)                   | \$ 1,500.00  | /Removal       |
| 12       | Power Washing                                     | \$ 80.00     | /Hour          |
| 13       | Core Aeration                                     | \$ 250.00    | /1,000 sq. ft. |
| 14       | Dethatching                                       | \$ 125.00    | /1,000 sq. ft. |
| 15       | Mulch   | \$ 120.00    | /cu. yd.       |
| 16       | Decomposed Granite                                | \$ 395.00    | /cu. yd.       |
| 17       | Landscape Pavers                                  | \$ 375.00    | /sq. ft.       |
| 18       | Stones (12" to 24")                               | \$ 450.00    | /stone         |
| 19       | Stones (24" to 36")                               | \$ 750.00    | /stone         |
| 20       | Sod Installation                                  | \$ 2.95      | /sq. ft.       |

|    |  |                     |                        |
|----|--|---------------------|------------------------|
| 21 | Sod Cutting                                    | \$ 0.80             | /sq. ft.               |
| 22 | Pruning - Vegetation and Trees (Under 13 feet) | \$ 35.00            | /Hour                  |
| 23 | Reel Mowing                                    | \$ 250.00           | /1,000 sq. ft.         |
| 24 | Rotary Mowing                                  | \$ 250.00           | /1,000 sq. ft.         |
| 25 | Edging/Line Trimming                           | \$ 0.30             | /lin. ft.              |
| 26 | Landscape Drainage                             | \$ 55.00            | /lin. ft.              |
| 27 | Planter Bed Renovation                         | \$ 60.00            | /sq. ft.               |
| 28 | Turf Renovation                                | \$ 3.95             | /sq. ft.               |
|    |  | <b>\$ 38,203.00</b> | <b>Total Bid Price</b> |

## EXHIBIT D

**LANDSCAPE MAINTENANCE & SERVICE AGREEMENT  
(CITY of Oxnard and JAS Landscape LLC)**

**INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS  
(WITHOUT BUILDER'S RISK REQUIREMENT)**

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact [insurance@oxnard.org](mailto:insurance@oxnard.org)

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (this must be endorsed). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.



## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

### *Endorsement Forms*

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

## COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER **B**

## COVERAGES

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.

| CO LTR | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|--------|--|---------------|----------------------------------|-----------------------------------|--|
| A      | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. |               |                                  |                                   | GENERAL AGGREGATE \$1,000,000<br>PRODUCTS COMP/OP AGG. \$1,000,000<br>PERSONAL & ADV. INJURY \$1,000,000<br>EACH OCCURRENCE \$1,000,000<br>FIRE DAMAGE (Any one fire) \$<br>MED. EXPENSE (Any one person) \$ |
| A      | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY   |               |                                  |                                   | COMBINED SINGLE LIMIT \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE \$  |
| A      | EXCESS LIABILITY<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM  |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$   |
| A      | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY   |               |                                  |                                   | STATUTORY LIMITS<br>EACH ACCIDENT \$1,000,000<br>DISEASE-POLICY LIMIT \$1,000,000<br>DISEASE-EACH EMPLOYEE \$1,000,000   |
| A      | OTHER<br>Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement  |               |                                  |                                   | Minimum coverage \$1,000,000<br>Each consultant/ & listed sub-consultant \$500,000   |

SAMPLE

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.  
 8520 Allison Pointe Blvd. Ste 223  
 PMB 5210  
 Indianapolis, Indiana 46250-4299 US

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

| <b>SUBMIT IN DUPLICATE</b>  |  |  |  |                 |           |  |  |  |
|---|--|--|--|-----------------|-----------|--|--|--|
| <b>GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")</b>  |  | ENDORSEMENT NO. _____<br>ISSUE DATE (MM/DD/YY) _____   |  |                 |           |  |  |  |
| <p><b>PRODUCER</b></p><br><br><p>Telephone: _____</p> <p><b>NAMED INSURED</b></p><br><br><p><b>TYPE OF INSURANCE</b></p>  | <p><b>POLICY INFORMATION:</b></p> <p>Insurance Company: _____<br/>                 Policy No.: _____<br/>                 Policy Period: (from) _____ (to) _____<br/>                 LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits<br/> <input type="checkbox"/> In Addition to Limits</p> <p><input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which)</p> <p><b>APPLICABILITY</b> This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered:</p> <p>CITY AGREEMENTS/PERMITS _____</p> |  |  |                 |           |  |  |  |
| <p><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br/> <input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY<br/> <input type="checkbox"/> OWNERS &amp; CONTRACTORS PROTECTIVE</p>  | <p><input type="checkbox"/> Claims Made<br/>                 Retroactive Date _____<br/> <input type="checkbox"/> Occurrence</p>   | <p><b>OTHER PROVISIONS</b></p> <p>Underwriter's representative for claims pursuant to this insurance.</p> <p><b>CLAIMS:</b><br/>                 Name: _____<br/>                 Address: _____<br/>                 Telephone: ( ) _____</p> |  |                 |           |  |  |  |
| <p><b>COVERAGES</b></p> <p><input type="checkbox"/> GENERAL<br/> <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS<br/> <input type="checkbox"/> PERSONAL &amp; ADVERTISING INJURY<br/> <input type="checkbox"/> FIRE DAMAGE<br/> <input type="checkbox"/> _____<br/> <input type="checkbox"/> _____</p>   | <p><b>LIABILITY LIMITS IN THOUSANDS \$</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;"></th> <th style="width: 25%; text-align: center;">EACH OCCURRENCE</th> <th style="width: 25%; text-align: center;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 80px;"></td> <td></td> <td></td> </tr> </tbody> </table>   |  |  | EACH OCCURRENCE | AGGREGATE |  |  |  |
|   | EACH OCCURRENCE  | AGGREGATE  |  |                 |           |  |  |  |
|   |  |  |  |                 |           |  |  |  |
| <p>In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:</p> <ol style="list-style-type: none"> <li>1. <b>INSURED.</b> The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.</li> <li>2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.</li> <li>3. <b>SEVERABILITY OF INTEREST.</b> This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.</li> <li>4. <b>CANCELLATION NOTICE.</b> With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.</li> <li>5. <b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.</li> <li>6. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:                         <ol style="list-style-type: none"> <li>a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or</li> <li>b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.</li> </ol> </li> </ol> <p>Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.</p> |  |  |  |                 |           |  |  |  |
| <b>ENDORSEMENT HOLDER</b>   |  |  |  |                 |           |  |  |  |
| <p><b>CITY OF OXNARD % Evident ID, Inc.</b><br/>                 8520 Allison Pointe Blvd. Ste 223<br/>                 PMB 5210<br/>                 Indianapolis, Indiana 462500-4299 US</p>  | <p><b>AUTHORIZED REPRESENTATIVE</b><br/> <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____</p> <p>I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.</p> <p>Signature _____<br/> <span style="margin-left: 400px;"><i>(original signature required)</i></span></p> <p>Telephone: ( ) _____ Date Signed _____</p>  |  |  |                 |           |  |  |  |

Rev. 1/23

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")**

**SUBMIT IN DUPLICATE**

ENDORSEMENT NO. \_\_\_\_\_ ISSUE DATE (MM/DD/YY) \_\_\_\_\_

PRODUCER

**POLICY INFORMATION:**

Insurance Company: \_\_\_\_\_  
 Policy No.: \_\_\_\_\_  
 Policy Period: (from) \_\_\_\_\_ (to) \_\_\_\_\_  
 LOSS ADJUSTMENT EXPENSE  Included in Limits  
 In Addition to Limits

Telephone: \_\_\_\_\_

NAMED INSURED

Deductible  Self-Insured Retention (check which) of \$ \_\_\_\_\_  
 with an Aggregate of \$ \_\_\_\_\_ applies to \_\_\_\_\_  
 coverage.  Per Occurrence  Per Claim \_\_\_\_\_ (which)

**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here  in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

**TYPE OF INSURANCE**

- COMMERCIAL AUTO POLICY
- BUSINESS AUTO POLICY
- OTHER

**OTHER PROVISIONS**

**LIMIT OF LIABILITY**

\$ \_\_\_\_\_ per accident, for bodily injury and property damage.

**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
  - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
  - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

**ENDORSEMENT HOLDER**

CITY OF OXNARD % Evident ID, Inc.  
 8520 Allison Pointe Blvd. Ste 223  
 PMB 5210  
 Indianapolis, Indiana 46250-4299 US

**AUTHORIZED REPRESENTATIVE**

Broker/Agent  Underwriter  \_\_\_\_\_

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature \_\_\_\_\_

(original signature required)

Telephone: ( ) \_\_\_\_\_

Date Signed \_\_\_\_\_

**EXHIBIT E**

**LANDSCAPE MAINTENANCE & SERVICE AGREEMENT  
(CITY of Oxnard and JAS Landscape LLC)**

**LIVING WAGE POLICY**

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than \$18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY; a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS  
EFFECTIVE JULY 1, 2023**

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than \$18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

## EXHIBIT F

### LANDSCAPE MAINTENANCE & SERVICE AGREEMENT (CITY of Oxnard and JAS Landscape LLC)

#### PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.
3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement,

SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit \$25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each



subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

**EXHIBIT G  
TRADE SERVICE AGREEMENT  
(CITY of Oxnard and JAS Lanscape, LLC.)  
IRAN CONTRACTING ACT CERTIFICATION  
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)  
Public Contract Code Sections 2202-2208**

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

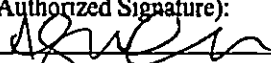
To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete one of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

**OPTION No.1 -- CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed):  
JAS LANDSCAPE LLC

Federal ID Number (or n/a):  
83-2457302

By (Authorized Signature):  


Printed Name & Title of Person Signing:  
ALEJANDRO LOPEZ MANAGER

Date Executed  
02/07/2011

Executed in the County of VENTURA

in the State of CALIFORNIA

**OPTION No.2 -- EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):  
\_\_\_\_\_

Federal ID Number (or n/a):  
\_\_\_\_\_

By (Authorized Signature):  
\_\_\_\_\_

Printed Name & Title of Person Signing:  
\_\_\_\_\_

Date Executed  
\_\_\_\_\_

Executed in the County of \_\_\_\_\_

in the State of \_\_\_\_\_

Agreement No. 32500002



EXHIBIT H  
 LANDSCAPE MAINTENANCE & SERVICE AGREEMENT  
 (CITY of Oxnard and JAS Landscape LLC)  
**LANDSCAPE MAINTENANCE CITATION FORM**

| Maintenance Item                       | Date | Comments | Citation Issued (Y/N) | # of Occurrences | Citation Amount | Total |
|--|------|----------|-----------------------|------------------|-----------------|-------|
| <b>Turf</b>                            |      |          |                       |                  |                 |       |
| Mowing, Edging & Trimming              |      |          |                       | x                | \$250.00 =      |       |
| Aeration                               |      |          |                       | x                | \$250.00 =      |       |
| Dethatching                            |      |          |                       | x                | \$250.00 =      |       |
| Overseeding                            |      |          |                       | x                | \$250.00 =      |       |
| Removal of grass clippings             |      |          |                       | x                | \$250.00 =      |       |
| <b>Fertilization</b>                   |      |          |                       |                  |                 |       |
| Turf                                   |      |          |                       | x                | \$250.00 =      |       |
| Shrubs, Groundcover, Vines, Trees      |      |          |                       | x                | \$250.00 =      |       |
| <b>Trash and Debris Removal</b>        |      |          |                       | x                | \$250.00 =      |       |
| <b>Weed Control</b>                    |      |          |                       | x                | \$250.00 =      |       |
| <b>Pest Control</b>                    |      |          |                       | x                | \$250.00 =      |       |
| <b>Pruning, Trimming &amp; Staking</b> |      |          |                       |                  |                 |       |
| Shrubs, Groundcover, Vines             |      |          |                       | x                | \$250.00 =      |       |
| Trees                                  |      |          |                       | x                | \$250.00 =      |       |
| <b>Graffiti</b>                        |      |          |                       | x                | \$250.00 =      |       |
| <b>Irrigation</b>                      |      |          |                       | x                | \$250.00 =      |       |

Citations are issued in the event that services are not provided to an acceptable standard or for failure to perform the work in accordance with agreement section 10.

Comments: Please see attached supplemental document for additional notes.

City Of Oxnard:

Date:

**EXHIBIT I**

**LANDSCAPE MAINTENANCE & SERVICE AGREEMENT  
(CITY of Oxnard and JAS Landscape LLC)**

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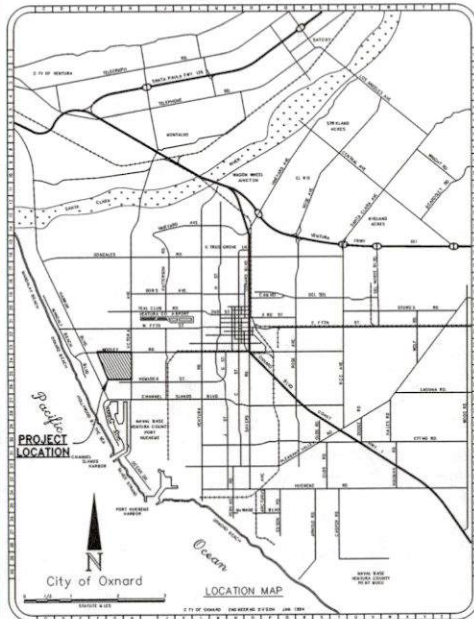
**SEABRIDGE DEVELOPMENT LANDSCAPE QUANTITIES STUDY MAPS  
ON THE FOLLOWING PAGES**

# CITY OF OXNARD - CALIFORNIA

## SEABRIDGE DEVELOPMENT LANDSCAPE QUANTITIES STUDY SEABRIDGE



| SHEET INDEX |             |
|-------------|-------------|
| SHEET NO.   | DESCRIPTION |
| 1           | TITLE SHEET |
| 2           | SEABRIDGE   |
| 3           | SEABRIDGE   |
| 4           | SEABRIDGE   |
| 5           | SEABRIDGE   |
| 6           | SEABRIDGE   |



| SEABRIDGE | AREA (SQ. FT.)             |
|-----------|----------------------------|
|           | RESTROOM 1,460             |
|           | PARKING 13,794             |
|           | PLAYGROUND/EXERCISE 15,512 |
|           | MEDIAN 21,486              |
|           | TURF 203,999               |
|           | CONC 239,625               |
|           | PLANTER 196,222            |
|           | TREES 1,048                |
|           | TRASH RECEPTACLE 17        |
|           | BBQ PITTS 6                |
|           | DRINKING FOUNTAINS 1       |
|           | PICNIC TABLES 6            |
|           | BENCHES 21                 |
|           | STREET LIGHT 200           |
|           | BIKE RACK 2                |



SAVE DATE: 2/8/2018 12:18:13 PM

PLOT BY: Revit

SAVE DATE: 2/8/2018 12:17:57 PM

Engineering Consulting Group  
333 N. LAMOND ST. SUITE 201, OXNARD, CA 93030  
PHONE: 805.322.1443 WEBSITE: WWW.ECGC.COM

SALVADOR CONTRERAS, DATE: 01/23/2018  
PROJECT ENGINEER  
R.C.E.  
W.O. 0013.05



| REVISIONS |      |             |
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CITY OF OXNARD  
Development Services Department

SEABRIDGE

APPROVED: DATE: 01/23/2018

SCALE: ONLY 1"=60'  
W.M. N/A

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CHECKED BY: SC

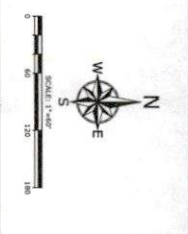
SHEET NO. 1 OF 6  
DRAWING NUMBER

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| SEABRIDGE             | AREA (SQ. FT.) |
|-----------------------|----------------|
| RESTROOM              | 1,460          |
| PARKING               | 13,794         |
| PLAYGROUND/RECREATION | 15,512         |
| MEDIA                 | 21,486         |
| TUBS                  | 202,899        |
| CONC                  | 239,425        |

|                    |         |
|--------------------|---------|
| PLANTER            | 194,222 |
| TRASH RECEPTACLE   | 1,048   |
| BIRD PIT           | 17      |
| DRINKING FOUNTAINS | 6       |
| PUBLIC TABLES      | 1       |
| BENCHES            | 21      |
| STREET LIGHT       | 200     |
| BIKE RACK          | 2       |

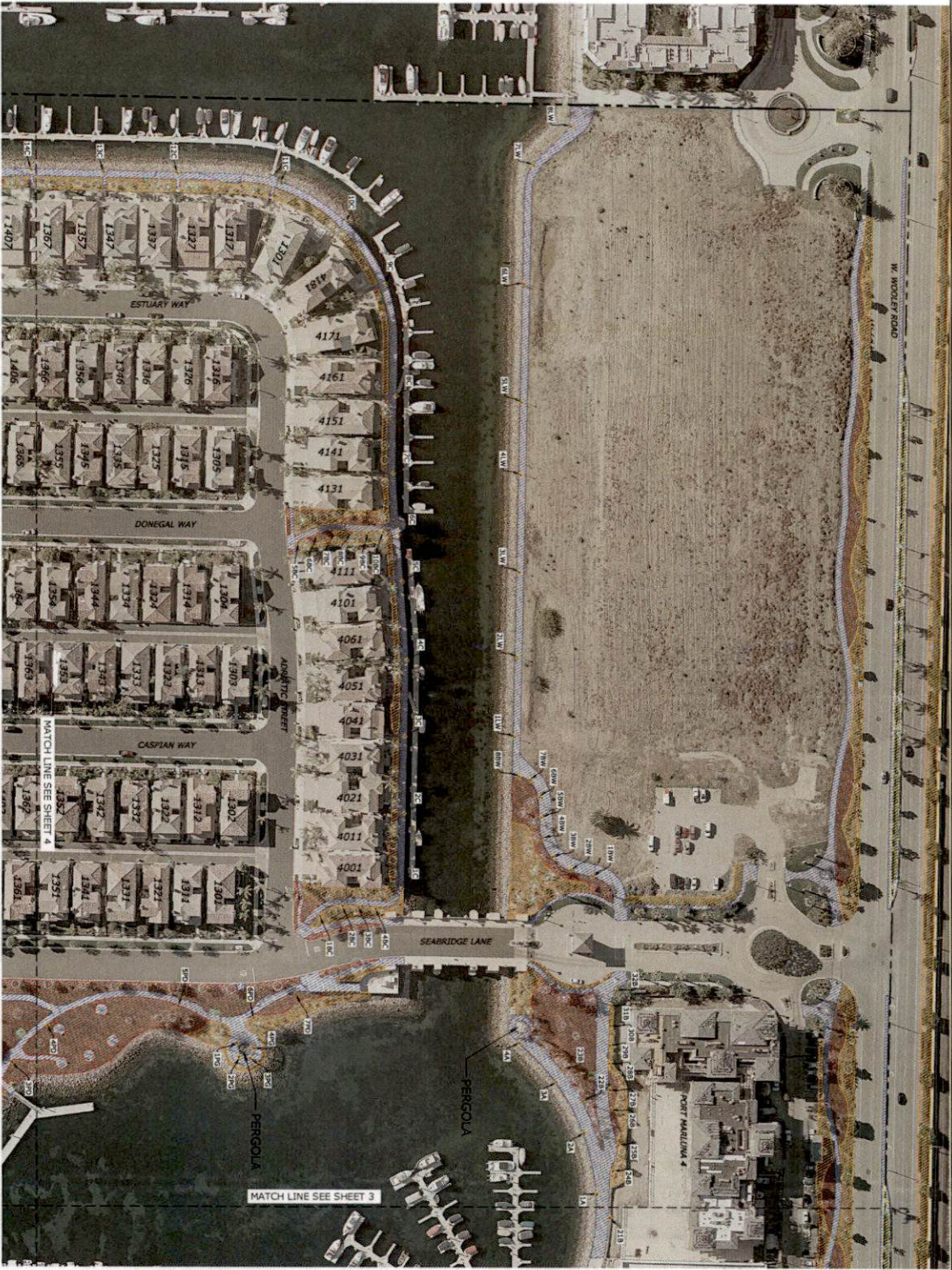


**ECG**  
 ENGINEERING CONSULTANTS GROUP  
 1000 WEST 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 SALVADOR CONTRERAS, DATE: 01/22/2018  
 W.C. ORTIZ



| NO. | DATE | REVISIONS |
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**OXNARD**  
 Development Services Department  
 SEABRIDGE  
 SCALE: 1"=60'  
 SHEET NO. 2 OF 6





| SEABRIDGE           | AREA (SQ. FT.) |
|---------------------|----------------|
| RESTROOM            | 1,463          |
| PARKING             | 13,794         |
| PLAYGROUND/EXERCISE | 13,512         |
| MEDIAN              | 21,486         |
| TURF                | 203,999        |
| CONC.               | 239,425        |
| PLANTER             | 156,322        |
| TREES               | 1,048          |
| TRASH RECEIPTACLE   | 17             |
| BBQ PITS            | 6              |
| DRINKING FOUNTAINS  | 1              |
| PICNIC TABLES       | 6              |
| BENCHES             | 21             |
| STREET LIGHT        | 200            |
| BIKE RACK           | 2              |

**OXNARD**  
Development Services Department

PROJECT: SEABRIDGE

DATE: 11/15/2018

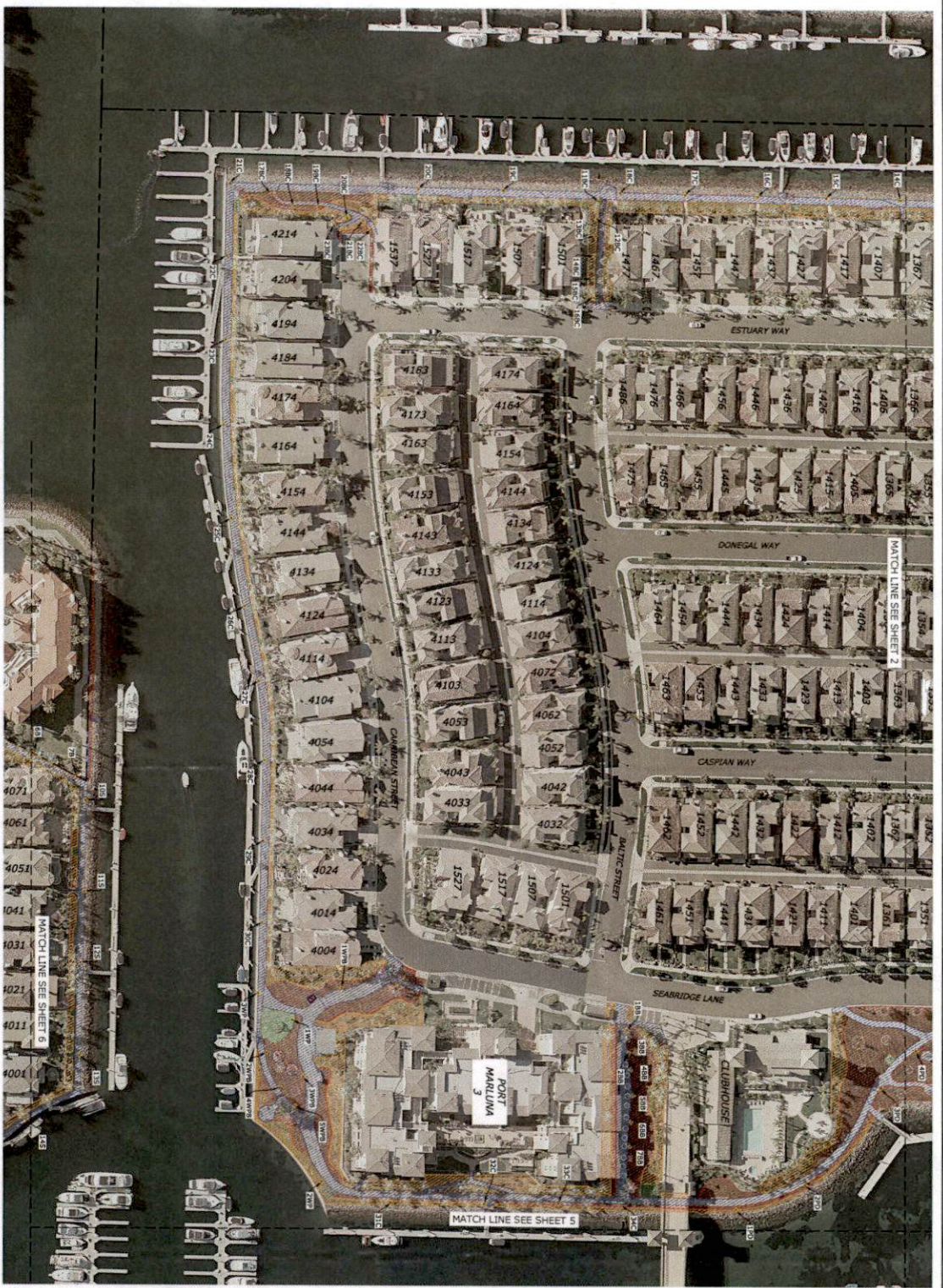
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SHEET NO. 3 OF 6

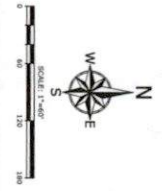
REVISIONS

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**ECG**  
SALVADOR CONTRERAS, DATE: 07/23/2018  
REGISTERED PROFESSIONAL ENGINEER  
P.E. No. 65770  
W.C. 0013.05



| SEABRIDGE             |         | AREA (SQ. FT.)      |         |
|-----------------------|---------|---------------------|---------|
| RESTROOM              | 1,486   | PLANTERS            | 136,222 |
| PARKING               | 123,246 | TREES               | 1,548   |
| PLAYGROUND/RECREATION | 15,512  | TRASH RECEPTACLE    | 17      |
| MECHANICAL            | 21,486  | BROOK PITS          | 6       |
| TURF                  | 203,999 | DRAINAGE PUMP/STANS | 1       |
| CONC.                 | 238,433 | PICNIC TABLES       | 6       |
|                       |         | STREET LIGHT        | 208     |
|                       |         | BIRD BATH           | 2       |



**ECG**  
 ENGINEERING CONSULTANTS GROUP  
 INCORPORATED  
 1000 WEST 10TH AVENUE  
 SUITE 100  
 DENVER, CO 80202  
 PROJECT NUMBER: 00013195  
 SALVADOR CONTRERAS, DATE: 01/23/2018



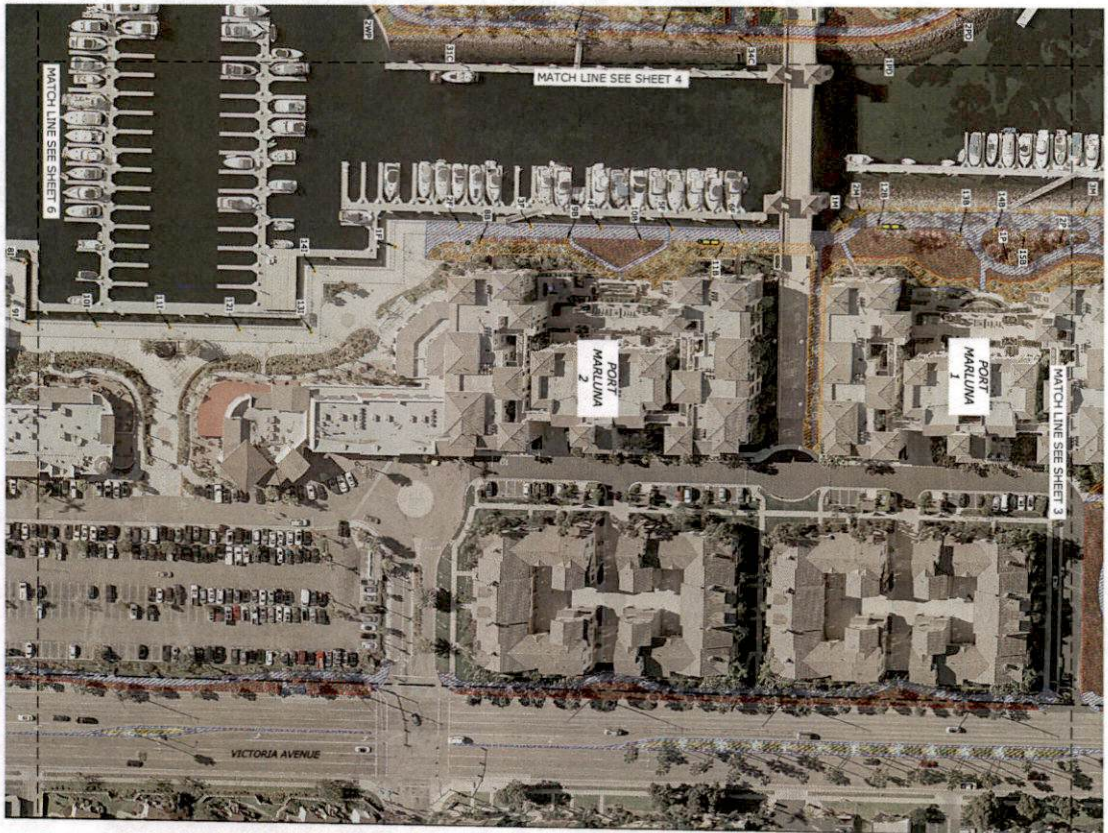
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| DATE: 02/08/2018    | SCALE: 1/8" = 1'-0"   | SHEET NO. 4 OF 5      |
| DRAWN BY: J. RAMITH | CHECKED BY: J. RAMITH | DATE: 02/08/2018      |
| PROJECT: SEABRIDGE  | CLIENT: OXNARD        | PROJECT NO.: 00013195 |



| SEABRIDGE            | AREA (SQ FT.) |
|----------------------|---------------|
| RESTROOM             | 1,460         |
| PAVING               | 13,794        |
| PLAYGROUND/EQUIPMENT | 15,312        |
| MEDIA                | 21,488        |
| TURF                 | 203,998       |
| CONC                 | 239,625       |
| PAVTR                | 199,212       |
| TREES                | 1,048         |
| TRASH RECEPTACLE     | 17            |
| BIPO PITS            | 6             |
| DRAINING FOUNTAINS   | 1             |
| PIPING TABLES        | 6             |
| BENCHES              | 21            |
| STREET LIGHT         | 209           |
| BIRD FEEDER          | 2             |



**ECG**  
 ENGINEERING CONSULTING GROUP  
 1000 WEST 10TH AVENUE, SUITE 200  
 DENVER, CO 80202  
 SALVADOR CONTRERAS, DATE: 01/23/2018  
 PROJECT NUMBER: 18-001319

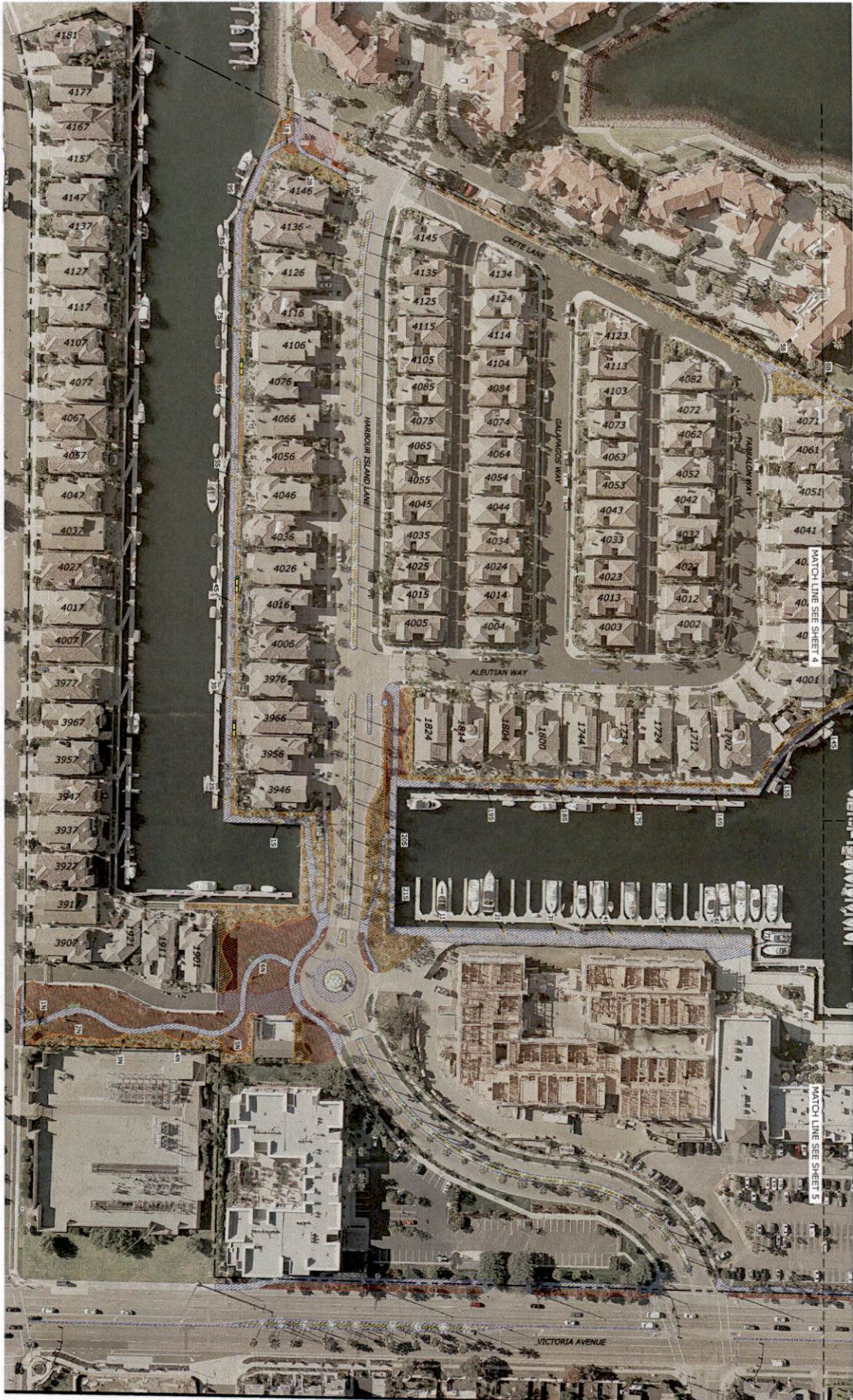
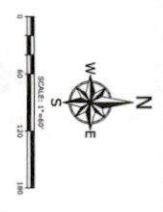


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| <b>OXNARD</b><br>Development Services Department |                          |
| DATE: 02/06/2018                                 | SCALE: 1/8" = 1'-0"      |
| DRAWN BY: J. W. [unreadable]                     | CHECKED BY: [unreadable] |
| SHEET NO. 5 OF 6                                 | DATE: 02/06/2018         |

| SEABRIDGE       |         | AREA (SQ. FT.)       |        | AREA (SQ. FT.) |     |
|-----------------|---------|----------------------|--------|----------------|-----|
| RESIDUAL        | 1,480   | PLANTER              | 18,022 | BRINCHES       | 31  |
| PARKING         | 13,794  | TREES                | 1,048  | STREET LIGHT   | 280 |
| PLAYGROUND/DECK | 13,512  | TRASH RECEPTACLE     | 17     | BIKE RACK      | 2   |
| MEDIAN          | 21,486  | BIRD NEST            | 6      |                |     |
| TOWER           | 263,999 | DRAINING FOUNDATIONS | 1      |                |     |
| CONC            | 229,425 | PONIC TUNNELS        | 6      |                |     |




| REVISIONS |             |
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