

**LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND NATURAL GREEN LANDSCAPE INC.**

By This Landscape Maintenance & Service Agreement (“Agreement”), the CITY of Oxnard (“CITY”) agrees to engage the services of Natural Green Landscape Inc. (“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.

This Agreement is for Bi-weekly landscape maintenance and services for the Harbour Island.

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

Natural Green Landscape Inc. (“SERVICE PROVIDER”), a corporation of the State of California, located at 2909 Sherwin Ave. Ventura, CA 93003

3. TERM OF AGREEMENT: From (Date): 8/14/2024 To (Date): 8/15/2025

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two 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 three (3) 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: \$100,000.

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: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-D
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy

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: Anthony Miller	Name: Gilbert Zaragoza
Title: Special District Manager	Title: President
Phone: 805-200-5334	Phone: 805-824-0564
Email: anthony.miller@oxnard.org	Email: gilbert@ntlgreen.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):
1060 Pacific Ave. Bldg. 1	
Oxnard, CA 93030	

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 "Schedule of Compensation" 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 Cappsure It, 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 seven (7) Calendar Days 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. 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 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: invoices@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. [RESERVED]

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 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.

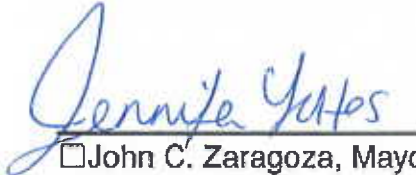
By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[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.

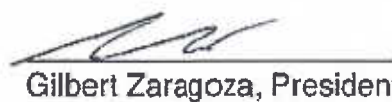
CITY OF OXNARD

NATURAL GREEN LANDSCAPE, INC.

 9/4/24
Date

John C. Zaragoza, Mayor¹

Jennifer Yates,²
Purchasing Manager

 7/31/24
Date
Gilbert Zaragoza, President

 7/31/24
Date
Gilbert Zaragoza,³
Chief Financial Officer

ATTEST:

Rose Chaparro, CITY Clerk
(only if Mayor signs) _____
Date

APPROVED AS TO FORM:

 8/25/2024
Date
Stephen M. Fischer, CITY
Attorney (always required)

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000.
² The Purchasing Agent may execute any authorized agreement up to \$200,000.
³ 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 Natural Green Landscape Inc.)**

SCOPE OF SERVICES

Section 1 LICENSING AND GENERAL NOTES

1.1 *Licensing and Professional Certification*

Required:

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

Service Provider pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this Agreement.

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. Maps of specific District areas and features relevant to this scope of work are included as **Attachment A** to this Agreement. Quantities of assets (such as trash cans, bbqs, mutt mitt stations, etc.) may not be exact and must be verified by the Service Provider 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 in consultation with the Service Provider.

Section 2 General Expectations

2.1 *Service Provider Responsibilities and Standard of Care*

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

- i. Service Provider must ensure the public's safety when performing services.
- ii. Service Provider will be required to provide staff uniforms that uniquely identify them as crew members assigned to this Agreement. If the Service Provider maintains contracts with HOAs or businesses within the City, the Service Provider shall be required to have their staff wearing uniforms which clearly identify them from other Service Provider's staff working in the HOA or business areas. Uniforms shall be agreed upon between Service Provider and

- the City prior to the start of any work.
- iii. Service Provider 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. Service Provider 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. Service Provider is responsible for repairing damage to the irrigation system caused by Service Provider i.e. irrigation boxes being damaged or destroyed by mower blades.
 - vi. Emergency Services: Service Provider 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 Service Provider'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 Service Provider 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. Service Provider shall provide an organizational chart that identifies numbers of staff dedicated to this Agreement and their intended responsibilities.
 - ix. The Service Provider 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 Service Providers error. Replacement of any damaged material will be the responsibility of the Service Provider and will be subject to the acceptance of the City.
 - x. Service Provider 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 Agreement. Service Provider 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 Service Provider without creating a backlog to other maintenance schedules and at the expense of the Service Provider.
 - xii. Upon written permission by the City, Service Provider may procure and store

- a roll-off bin at a site agreed upon by the Project Manager for green waste.
- xiii. Service Provider or representative shall be available to perform regular inspections with the City of Oxnard. (s) Inspections shall occur at least once per month at an agreed-upon time.
 - xiv. Service Provider is responsible for traffic control for work within the public right-of-way. If required by the City, the Service Provider 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 Service Provider 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.
 - xv. In the event of inclement weather, Service Provider remains responsible for providing services. Power machinery and tools that cannot be operated safely in foul weather conditions may not be used. However, Service Provider is to exhaust all other means of providing service prior to ending any service days in the City of Oxnard . Service Provider 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, Service Provider must notify the City in writing.
 - xvi. Service Provider will be required to utilize the maintenance reporting software designated by the City or his or her representative during the term of the Agreement. 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

Service Provider shall provide at cost all labor, equipment, materials, supplies, tools, and transportation as required during the performance of this scope which may include but is not limited to:

- i. Hauling
- ii. Chemicals
- iii. Dumping
- iv. Seed
- v. Batteries
- vi. Insecticides
- vii. Herbicides
- viii. Fertilizers
- ix. Fuel

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

2.3 General Maintenance

Service Provider shall perform all work necessary to complete the Agreement 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, and weed abatement.
- ii. **Hardscape Management:** sweeping, litter and trash removal, riprap, driveway/aprons, parking lots and sidewalks.

2.4 Vandalism and Theft

Vandalism and theft observed or discovered by the Service Provider must be reported to the City at the first available opportunity. Repairs and replacements necessary to mitigate damage from vandalism and theft are outside of this scope.

Section 3 Parks and Facilities Maintenance Schedule and Reporting

3.1 Creation of Schedule

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

Service Provider 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.

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

Service Provider shall make all necessary visits during the year to correct any problems that may occur during the Agreement Term.

3.2 Parks and Facilities Inspections and Reports

Service Provider will be required to utilize the maintenance reporting software as determined by the City.

Section 4 Regular Maintenance Programs

4.1 Turf Management

The City of Oxnard expects a detailed, proactive approach to turf management. Maintenance to the following specifications shall be performed by the Service Provider as a part of the **Turf Management Program**:

- i. **All Turf Areas:** these areas shall be inspected during site visits for holes, wet spots, uneven surfaces, defective sprinklers and other hazards. Issues shall be noted and provided to the City in writing within 24 hours.
- ii. 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.
- iii. 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.
 - iv. 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.
 - v. All turf is to be debris, and litter free.
 - vi. All turf areas once cut shall have a height of 2-3 inches.
 - vii. Alternating mow patterns are required in order to reduce "tracking."
 - viii. The Service Provider 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.
 - ix. Service Provider must replant turf areas that fail to thrive as a result of the Service Provider or its maintenance or horticultural practices. Service Provider shall identify these areas and submit a list of them in writing to the City or his or her representative. All maintenance of replanted material will be the responsibility of the Service Provider, whether planted by the Service Provider or some other entity during the Agreement Term.

4.2 *Herbicides*

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

- i. Any herbicide application with the risk of aquatic contamination must be made with an aquatic safe herbicide.
- ii. Herbicides must be applied at maximum rates unless advised by the City.
- iii. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.
- iv. Herbicide cost should be figured into the base bid.
- v. All herbicide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the City.
- vi. Service Provider shall notify the City a minimum of one (1) week prior to application of herbicides. For follow-up applications, the Service Provider is to provide a second service date upon completion of the initial application and post notices accordingly.
- vii. Service Provider 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 Service Provider provided at Service Provider'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.
- viii. Service Provider shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light

- ix. standard bases, buildings and structures are free of all weeds.
- ix. Tree wells should be maintained by a herbicide approved by the City.

4.3 ***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 Service Provider's Shrub, Vine, and Groundcover Maintenance Program:

4.3.1 ***Pruning and Edging***

- i. Pruning of all plant material shall be performed in a manner to create a uniformly dense plant. Service Provider 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. Service Provider 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 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.

4.3.2 ***Landscaped Beds***

- i. Service Provider 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 City and Service Provider.
- 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 City, to maintain separation away from the base of trees, shrub masses, and hardscapes.
 - ix. All pruning debris shall be removed from the site at the Service Provider's expense.

4.4 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 Service Provider's General Site Maintenance Program.

4.4.1 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. 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.

4.4.2 Litter and Debris Control

- i. 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.
- ii. All trimmings, litter and debris shall be removed and disposed of off-site at the Service Provider's expense.
- iii. All walkway areas should be blown clean during maintenance and should be free of clipping and debris. This includes street, curb, and gutter areas.

4.4.3 Drainage

- i. 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 drains are clear and function as intended.

4.5.4 Waterways Riprap

Where applicable, Service Provider 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.

Service ProviderService Provider to provide aquatic safe herbicide chemicals for killing any present weeds. Service Provider may be required to hand pull dead weeds herbicide can not be practically applied.

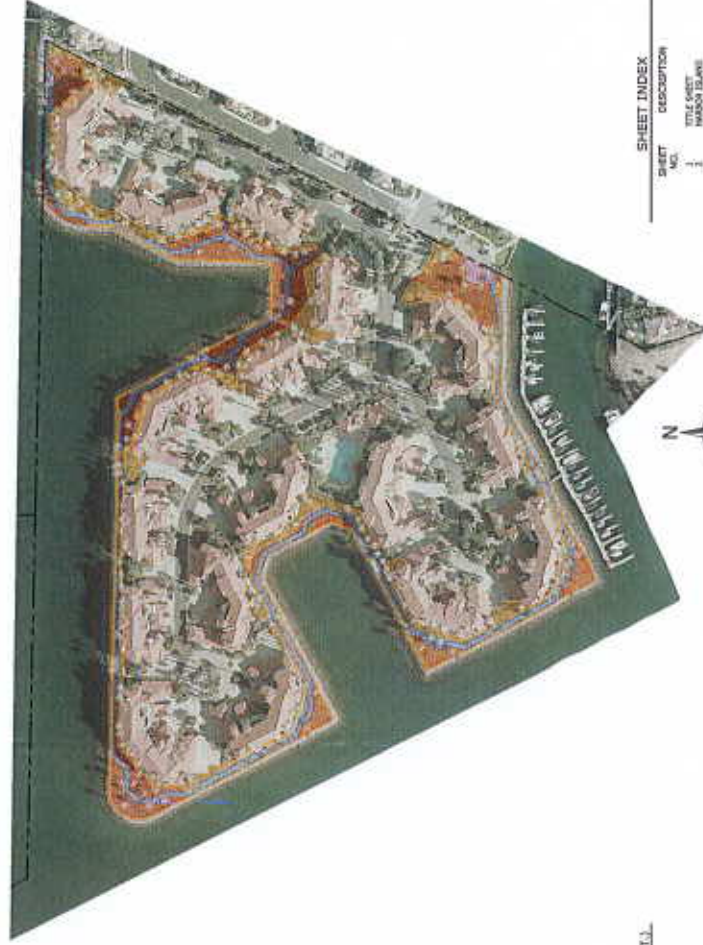
CITY OF OXNARD - CALIFORNIA

SEBRIDGE DEVELOPMENT

LANDSCAPE QUANTITIES STUDY

HARBOR ISLAND

Attachment "A"



HARBOR ISLAND		AREA (SQ. FT.)
ROADS	LAND	1,487
TRIP	LAND	44,307
CONCRETE	PAVING	34,817
PAVING	PAVING	2,178
TREES	LAND	171

SHEET INDEX	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	HARBOR ISLAND



ECG
Engineering & Construction Group
10000 Oxnard Blvd, Suite 100
Oxnard, CA 93030
Phone: (805) 481-1111
www.ecginc.com

City of Oxnard
Seal of the City of Oxnard, California

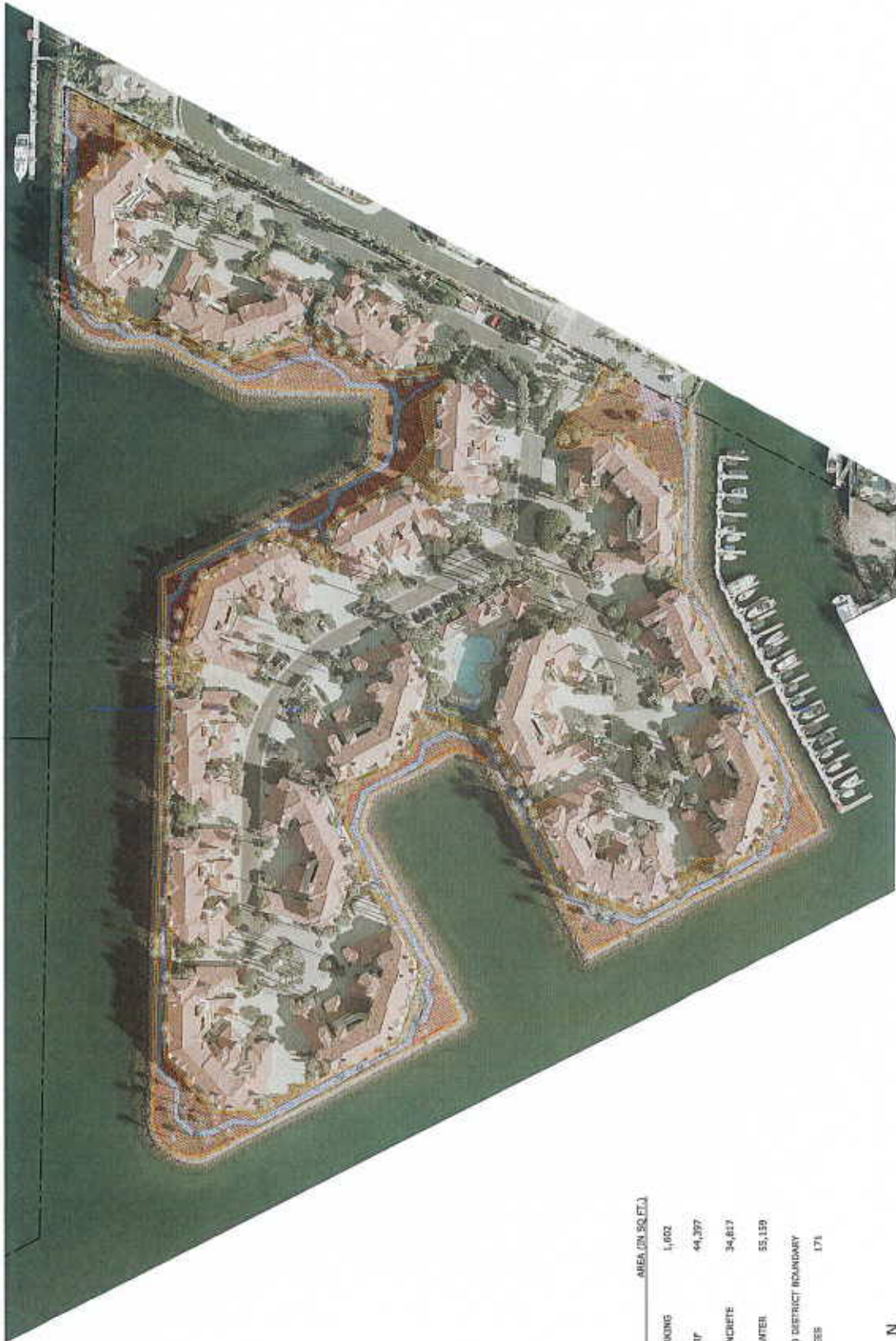
REVISIONS	
NO.	DESCRIPTION

OXNARD
Development Services Department

PROJECT
10000 Oxnard Blvd, Suite 100
Oxnard, CA 93030
Phone: (805) 481-1111
www.ecginc.com

SHEET NO. 1 OF 2

DATE PLOTTED: 4/1/2007 10:28:28 AM PLOT BY: JMM



LEGEND	AREA (IN SQ. FT.)
	PARKING 1,602
	TURF 44,397
	CONCRETE 34,817
	PLANTER 55,159
	CITY DISTRICT BOUNDARY
	TREES 171





ECG
ENGINEERING CONSULTING AND ARCHITECTURE
1000 WEST 10TH AVENUE, SUITE 1000
DENVER, CO 80202
TEL: 303.733.1100
WWW.ECG-ARCHITECTS.COM



OXNARD
COMMUNITY SERVICES DEPARTMENT
CITY OF OXNARD
PROJECT NO. 07-001
SHEET NO. 2 OF 2
DATE: 01/20/07

EXHIBIT B

**LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Natural Green Landscape Inc.)**

SCHEDULE OF COMPENSATION

Bid Item	Description	Price	Unit*	Price	Unit*	Price	Unit*
1	Maintenance Program Sections 1 through 4	\$ 900.00	Weekly	\$ 1,350.00	Bi-weekly	\$ 2,025.00	Monthly
Additional/A La Carte Services (Section 5)		Price		Unit			
2	Medium Equipment with Operator	\$ 75.00			/hour		
3	Additional General Crew (per Crew Member)	\$ 50.00			/hour		
31	Additional General Crew (Two Crew Members)	\$ 100.00			/hour		
32	Additional General Crew (Four Crew Members)	\$ 200.00			/hour		
4	Additional ImagoTech	\$ 75.00			/hour		
5	Top Dressing	\$ 100.00			/1,000 sq. ft.		
6	Overseeding	\$ 100.00			/1,000 sq. ft.		
7	Broadcast Fertilizer	\$ 8.00			/1,000 sq. ft.		
8	Stump Grinding	\$ 300.00			/Stump		
9	Tree Removal (6" to 15' DBH)	\$ 500.00			/Removal		
10	Tree Removal (16" to 22' DBH)	\$ 700.00			/Removal		
11	Tree Removal (23" and over DBH)	\$ 1,500.00			/Removal		
12	Power Washing	\$ 50.00			/hour		
13	Core Aeration	\$ 25.00			/1,000 sq. ft.		
14	Dehalching	\$ 35.00			/1,000 sq. ft.		
15	Match	\$ 90.00			/sq. yd.		
16	Decomposed Granite	\$ 350.00			/sq. yd.		
17	Landscape Pavers	\$ 20.00			/sq. ft.		
18	Stones (12" to 24")	\$ 200.00			/cubic		
19	Stones (24" to 36")	\$ 300.00			/cubic		
20	Sod Installation	\$ 5.00			/sq. ft.		
21	Sod Cutting	\$ 3.00			/sq. ft.		
22	Pruning - Vegetation and Trees (Under 13 feet)	\$ 60.00			/hour		
23	Reel Mowing	\$ 5.00			/1,000 sq. ft.		
24	Rotary Mowing	\$ 5.00			/1,000 sq. ft.		
25	Edging/Line Trimming	\$ 5.00			/lin. ft.		
26	Landscape Drainage	\$ 20.00			/lin. ft.		
27	Planter Bed Renovation	\$ 15.00			/sq. ft.		
28	Turf Renovation	\$ 2.00			/sq. ft.		
29	Weed Control	\$ 20.00			/1,000 sq. ft.		
30	Waterways Riprap Clean Up (Weeds and Debris)	\$ 1,200.00			/Service		
				Total A La Carte Price			
		\$	"A" Total	\$	"B" Total	\$	"C" Total

* Units are as follows: 52 Visits = Weekly, 26 Visits = BiWeekly, 12 Visits = Monthly

EXHIBIT C
LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Natural Green Landscape Inc.)
INSURANCE REQUIREMENTS

Exhibit INS-D

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

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.

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 HEREON 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMING AND GOING \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HOLED AUTOS NEW OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$	
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE POLICY LIMIT \$1,000,000 DISEASE EACH EMPLOYEE \$1,000,000	
A	OTHER 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 Each consultant/ & listed sub-consultant \$500,000	
DESCRIPTION OF OPERATIONS, LOCATIONS, WORK 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 CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURING COMPANY WILL BRING AOR TO MAIL, 10 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			

**LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Natural Green Landscape Inc.)**

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 E

**LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and Natural Green Landscape Inc.)**

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.