



Meeting Date: 5 / 17 / 11

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Joel Galaviz *JG*

Agenda Item No. **I-2**

Reviewed By: City Manager *JM*

City Attorney *JL*

Finance *JK*

Other (Specify)

DATE: April 25, 2011

TO: City Council

FROM: Michael Henderson, General Services Superintendent
City Manager's Department *MH*

SUBJECT: Agreement for Trade Services with American Heritage Landscape

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a three year agreement, (No. 5403-11-CM) with American Heritage Landscape in the amount of \$288,000 for the purpose of providing landscape maintenance services within Community Facility District (CFD) No. 4 known as Seabridge located on Wooley Road between Victoria Avenue and Trade Winds Drive.

DISCUSSION

CFD No. 4 (Seabridge) has landscaping improvements along streets and public walkways that add value and enhance the aesthetic qualities of the district. All parcels within CFD No. 4 are assessed for the annual cost of maintenance.

FINANCIAL IMPACT

The cost for maintenance will be paid from CFD #4 account number 173-5702-805-8209.

The recommendation will result in the City's ability to provide landscaping services in the District at no cost to the General Fund.

/es

- Attachment #1 - Maintenance Agreement
- #2 - CFD #4 Map exhibit

Note: The Maintenance Agreement No. 5403-11-CM has been provided to the City Council under separate cover. Copies are available for review at the Help Desk in the Library after 6:00 p.m. on the Thursday prior to the Council meeting and at the City Clerk's Office after 8:00 a.m. on Monday prior to the Council meeting.

AGREEMENT FOR TRADE SERVICES
(Includes Living Wage Requirements Effective from 7/1/10)
Contract No. 5403-11-CM

This Agreement for Trade Services ("this Agreement") is entered into in Ventura County, California, this 4th day of April, 2011, by and between the City of Oxnard ("City") and American Heritage Landscape ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Landscape maintenance in Seabridge as described in the Specifications for Contract Landscape Maintenance for Landscape Assessment Districts ("the Specifications"), as set out in Exhibit A, attached hereto and incorporated herein.

2. Vendor shall provide such services according to the schedule stated in the Specifications. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on July 1, 2011, and shall end on June 30, 2012. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for all services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials. City, in its sole discretion, may renew this Agreement for a second year (July 1, 2012 through June 30, 2013). City, in its sole discretion, may also renew this Agreement for a third year (July 1, 2013 through June 30, 2014).

4. City shall pay Vendor \$8,000.00 per month. City shall pay Vendor within 30 days of receipt and approval of an invoice from Vendor for actual work performed in the prior month.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than \$13.73 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2011, 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, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor 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.

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

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

6. a. Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agency of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf would be held strictly liable.

b. Vendor shall continuously maintain adequate protection of all Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

7. a. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Exhibit INS-B, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B.

c. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this agreement.

8. In performing services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

9. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

10. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business license.

ATTACHMENT NO. 1

PAGE 2 OF 20

11. This Agreement may be amended only by a written document signed by both City and Vendor.

12. Any notices to Vendor may be delivered personally or by mail addressed to: American Heritage Landscape, 7013 Owensmouth Avenue, Canoga Park, CA 91303, Attention: David Price. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, 1060 Pacific Avenue, Oxnard, CA 93030, Attention: Joel Galaviz.

13. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

14. Maintenance and Inspection of Records

Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to 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.

CITY OF OXNARD

VENDOR

Dr. Thomas E. Holden, Mayor

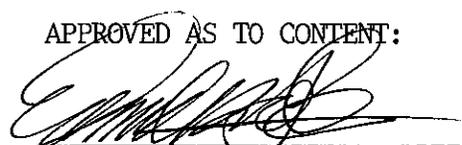


David Price, Owner

ATTEST:

APPROVED AS TO CONTENT:

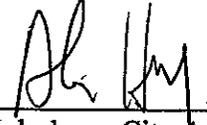
Daniel Martinez, City Clerk



Edmund F. Sotelo
City Manager

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:



Alan Holmberg, City Attorney



James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Michael Henderson, General Services Supt.



Joel Galaviz, Project Manager

ATTACHMENT NO. 1

PAGE 3 OF 20

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

EXHIBIT 1
Page 1 of 3

ATTACHMENT NO. 1
PAGE 4 OF 20

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

EXHIBIT 1
PAGE 2 OF 3

ATTACHMENT NO. 1
PAGE 5 OF 20

EXHIBIT A

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. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or Vendor) 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 (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) 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. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

EXHIBIT 1
Page 3 of 3

CONTACT PERSONNEL

Please refer requests for clarification of technical requirements to:

Joel Galaviz, Parks Maintenance Supervisor
 City of Oxnard
 General Services Department
 1060 Pacific Avenue, Bldg. 3
 Oxnard, California 93030
 (805) 385-7950

**SPECIFICATIONS FOR CONTRACT LANDSCAPE MAINTENANCE
 FOR LANDSCAPE ASSESSMENT DISTRICTS**

I. GENERAL CONDITIONS

A. Scope of Work:

Contractor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

B. Workforce:

Contractor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents. Contractor shall provide as necessary a translator in the event the City's ability to communicate with the contractor's field representatives is impeded.

C. Materials:

All materials shall conform to bid specifications. Contractor will meet all agricultural licensing and reporting requirements.

D. Licenses and Permits:

Contractor shall maintain a State Landscape Contractor's license (C-27). Contractor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law.

E. Taxes:

Contractor agrees to pay all applicable taxes, including sales tax on material supplied where applicable.

ATTACHMENT NO. 1

PAGE 7 OF 20

F. Notice of Defect:

City shall give Contractor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

G. Interference:

Contractor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

H. Work Schedules:

All work schedules of the contractor shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service. All work schedules shall be approved in advance by the General Services Superintendent or his representative and may be modified at any time by him. The contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations.

I. Repair and Replacement:

The contractor shall be fully responsible for any and all damage done to City and private property that resulted from the contractor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at contractor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, improper watering, fertilizing, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

II. **SPECIAL CONDITIONS**

A. Litter/Debris Control:

All areas of maintenance responsibility, including paved parking which is not "on-street parking" (that is, street parking in front of a residence), shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at the contractor's expense. Litter/debris pick up and removal shall be

done on a bi-weekly basis (twice a week) and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed at least once per week.

B. Irrigation:

Irrigation shall be performed as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers,

in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times of the day or night to ensure the health of all plants, and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. An irrigation schedule of all areas shall be submitted to and approved in advance by the General Services Superintendent or his representative quarterly in January, April, July and October. The City reserves the right to require contractor to change the watering schedule as necessary.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked weekly by the contractor.

The contractor shall be responsible for the maintenance and/or replacement of all irrigation systems and their parts. Included in the system are: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, main lines, control wiring, lateral lines, all fitting and riser assemblies, hose bibs, sprinkler heads, and vandal-proof enclosures. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise approved by the General Services Superintendent or his representative. All other irrigation replacement shall be subject to approval by the General Services Superintendent or his representative. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. Contractor shall regularly inspect irrigation systems with no time interval between inspections exceeding seven calendar days. All supplies, equipment and parts shall be provided at the contractor's expense. All irrigation controllers shall be turned off during periods of rain by the contractor, turned on and reprogrammed at the completion of each rainy day.

C. Fertilization:

All turf grass shall be fertilized by the contractor six times a year (July, September, November, January, March, May) on a schedule to be approved by the General Services Superintendent or his representative. All shrubbery and groundcover shall be fertilized three times a year (October, March and June). Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil. The General Services Superintendent or his representative shall be notified with a written schedule one week prior to the date of the application by the contractor. Such notification will be subject to approval by the General Services Superintendent or his representative.

The turf grass fertilizer shall be a complete commercial fertilizer, Best Turf Supreme 16-6-8 with micronutrients or approved equal, evenly broadcast at the rate of three (3) pounds per thousand square feet per application. The shrub/groundcover fertilizer shall be an organic type fertilizer, Gro Power Plus 5-3-1 or approved equal, evenly broadcast at the rate of ten (10) pounds per thousand square feet. Any deviation from this schedule requires the written approval of the General Services Superintendent or his representative. Contractor may be required to deviate from this schedule upon written notification by General Services Superintendent or his representative.

All palm trees shall be fertilized using a combination of blood meal and Agriform (slow release) tablets. Every four months (May, September, January), eight holes which are 2 inches in diameter by 12 inches deep shall be uniformly located around the base of the palm trees, filled with blood meal, then completely watered in. Once per year (April), six holes which are 3 inches in diameter by 18 inches deep shall be uniformly located around base of palm tree, one Agriform tablet placed inside, then completely watered in.

D. Soil Aerification:

The contractor shall be responsible for soil aerification for all turf grass area two times per year, on October and May. Aerification shall be done with a power-driven aerifier using ½-inch coring line. The General Services Superintendent or his representative shall be notified with a written schedule one week prior to the date of aerification commencement.

E. Thatch Removal:

The contractor shall be responsible for the removal of thatch buildup in the sod layer one time per year, in October. Thatch removal shall be performed with a

power-driver Verti-cutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the contractor's expense. The October thatch removal shall precede the October aerification process. This verticutting shall be performed on all turf areas.

F. Pesticide Application:

The contractor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. The contractor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Contractor will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County

Agricultural Commissioner. In addition, all pesticides used must have the written approval of the General Services Superintendent or his representative prior to application. The contractor shall notify the General Services Superintendent or his representative three days prior to application of pesticides. Upon completion of the application, the contractor shall submit to the General Services Superintendent or his representative a copy of all pesticide use reports. Contractor shall provide name and license number of personnel spraying chemicals.

G. Kikuyu Abatement Program:

A Kikuyu Abatement Program shall be established by the contractor in accordance with guidelines set forth by the U.C.R. Coop Extension Program. Contact Jim Downer, telephone no. 645-1458.

H. Weed Control:

All turf grass areas shall be kept weed-free at all times and treated for broadleaf weed control as needed, a minimum of twice a year in the fall and spring and with a product to be approved by the General Services Superintendent or his representative. All shrub bed and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually or with chemicals as approved by the General Services Superintendent or his representative.

All curbs/gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, buildings and structures, shall be free of all weeds. Herbicides may be used for weed control upon prior approval of the General Services Superintendent or his representative.

I. Vertebrate Control:

Gophers problem is to be addressed daily until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the General Services Superintendent for approval. All other vertebrate pest problems shall be handled on a case by case basis.

J. Pruning and Edging of Shrubs and Groundcovers:

The contractor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the General Services Superintendent or his representative. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Faded or dead flower heads or their stalks and plant leaves shall be removed on a weekly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis.

Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the General Services Superintendent or his representative. Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

K. Mowing and Edging of Turf:

The contractor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by a Park representative. Mowing shall occur once a week. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the General Services Superintendent or his representative. The contractor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by General Services Superintendent or his representative.

L. Tree Maintenance:

The contractor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture. This arborist must oversee all pruning work including root pruning and certify all work meets contract requirements. All pruning work shall conform to the current 1995 ANSI A300 standards in conjunction with International Society of Arboriculture Publication "Tree Pruning Guidelines". Pruning, shaping and structuring of trees shall be done once every year, and root pruning as needed.

However, coral trees (*Erythrina caffra*) shall be pruned twice a year to remove cross branching and to provide shape and proper branch structuring. Any removal of trees must first be approved by the General Services Superintendent or his representative. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning to be scheduled annually in the spring. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A 4" ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots.

The contractor shall provide proper watering of all trees, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. The contractor shall follow the attached tree staking detail (Attachment 1). 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.

Street trees are to be maintained with a 3' basin covered with 3"-5" of mulch. Mulch shall not contact the base of the tree.

Dead or dying palm fronds shall be removed and disposed of on a once per week basis. Dead or dying palm fronds shall be removed/pruned such that the remaining cut frond stub is cut as closed to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to ANSI A300 standards and ISA tree pruning guidelines.

The contractor shall be responsible for all current and future trees planted.

M. Landscape Replacement:

Landscape areas which fail to perform well and which are not the result of the contractor or his maintenance/horticultural practices shall be replanted. These areas shall be identified on a semi-annual basis (twice per year) and submitted in writing to the General Services Superintendent or his representative for review and authorization for replanting. When authorized by the General Services Superintendent or his representative, the work shall be performed by the contractor who then shall be compensated by the City on a time and material basis.

N. Electrical System Lighting:

The contractor shall be responsible for the electrical lighting and shall take corrective action whenever damage or failure occurs to any lighting fixtures, luminaire, ballast, or bulb located on the premises of the work site. Corrective action shall include but not be limited to graffiti removal, or replacing damaged or worn elements. All lights and timers shall be inspected on a weekly basis, and no interval between inspections shall exceed seven days. After notification of a problem, corrective action shall take place within 24 hours of notification.

O. Vandalism, Theft and Graffiti:

The contractor shall repair, remove, replace or otherwise correct items affected by vandalism, theft or graffiti. Such items for repair, removal, replacement or other corrective measures resulting from vandalism, theft, and graffiti include but are not be limited to: shrubs, trees, vines, turf, groundcovers, all walls and signs, backflow devices, irrigation controllers, remote control valves, valve boxes, gate valves, quick coupling valves, main lines, control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, etc.

P. Storm Damage:

The contractor shall correct and repair all storm damage incurred through out the year by trees, shrubs, mud on sidewalks/gutters/etc.

Q. Water and Electrical Costs:

The City shall be responsible for paying all water and electrical costs at the site; however, contractor shall make every effort to conserve these resources.

R. Inspections:

Contractor or representative shall be available to perform regular inspections of the Assessment District with the General Service Superintendent or his representative. Inspections shall occur once per month at an agreed upon time.

S. Response and Inquiries:

The contractor shall be required to respond (within 30 minutes) to any inquiries, telephone calls, and emergency situations emanating from City staff. The contractor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur on a 24-hour basis seven days a week. Contractor shall have sufficient staff available to respond to emergencies such as emergency tree work, water main break and irrigation failure.

T. Warranties:

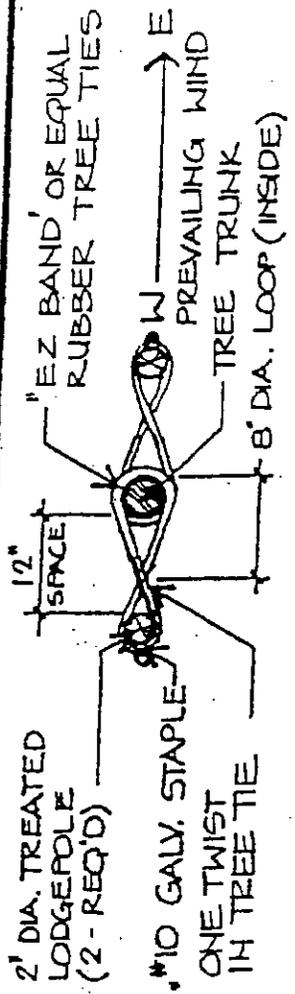
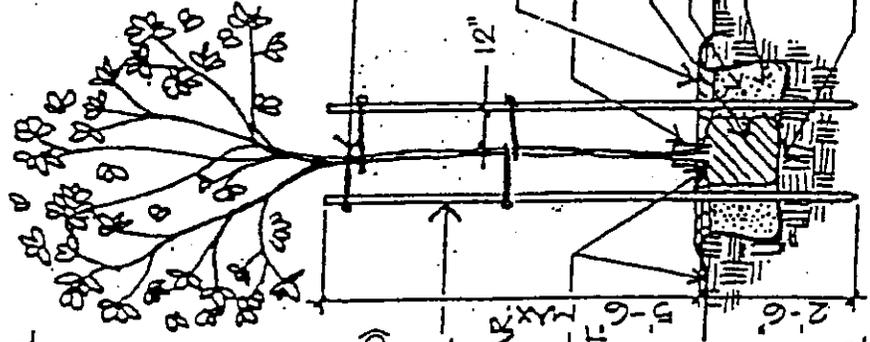
Contractor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one year from date of installation and all replacement shrubs and groundcovers for a period of 120 days from date of installation.

* PLANT HOLE SHALL BE LARGER IF NECESSARY TO PERMIT HANDLING AND PLANTING WITHOUT INJURY OR BREAKAGE OF THE ROOT BALL OR ROOT SYSTEM

2' DIA. TREATED LODGEPOLE (2-REQ'D) DRIVE INTO UNDISTURBED SOIL

TOP OF ROOT COLLAR TO BE 1" ABOVE FINISH GRADE AFTER SETTLEMENT.

* PLANTING HOLE SHALL BE THREE TIMES THE WIDTH OF THE PLANT CONTAINER



(4) "EZ-BAND" OR EQUAL RUBBER TREE TIES ATTACH TO STAKES WITH #10 GALY. STAPLE. (4 TIES ARE REQ'D).

WATER BASIN FORMED BY 3' HIGH BERM

INSTALL "ARBOR GUARD" TREE TRUNK PROTECTOR, OR EQUAL, IN TURF AREAS.

ROOT BALL

AGRIFORM TABLETS (4).

BACKFILL MIX SHALL CONSIST OF 70% NATIVE SOIL AND 30% TYPE I SOIL AMENDMENT W/4 AGRIFORM TABLETS.

DEPTH OF HOLE SAME AS CONTAINER DEPTH

TREE STAKING

NO SCALE

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement 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 Consultant, its agents, representatives, employees or subconsultants.
 - 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 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. 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.
2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. 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 forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. 5403-11-CM
300 West Third Street, Suite 302
Oxnard, California 93030
3. Consultant 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.
4. Consultant 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 Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. 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-B 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).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (this must be endorsed). 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.
6. 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.
7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants 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 notes 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-B.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 <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 COMP/OP AGG. \$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 HIRED AUTOS NON-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				

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

CERTIFICATE HOLDER
 City of Oxnard
 Attn: Risk Manager
 Reference No. 5403-11-CM
 300 W. Third Street, Suite 302
 Oxnard CA 93030

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

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____

PRODUCER

Telephone: _____

POLICY INFORMATION:
Insurance Company: _____
Policy No.: _____
Policy Period: (from) _____ (to) _____
LOSS ADJUSTMENT EXPENSE Included in Limits
 In Addition to Limits

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

NAMED INSURED

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

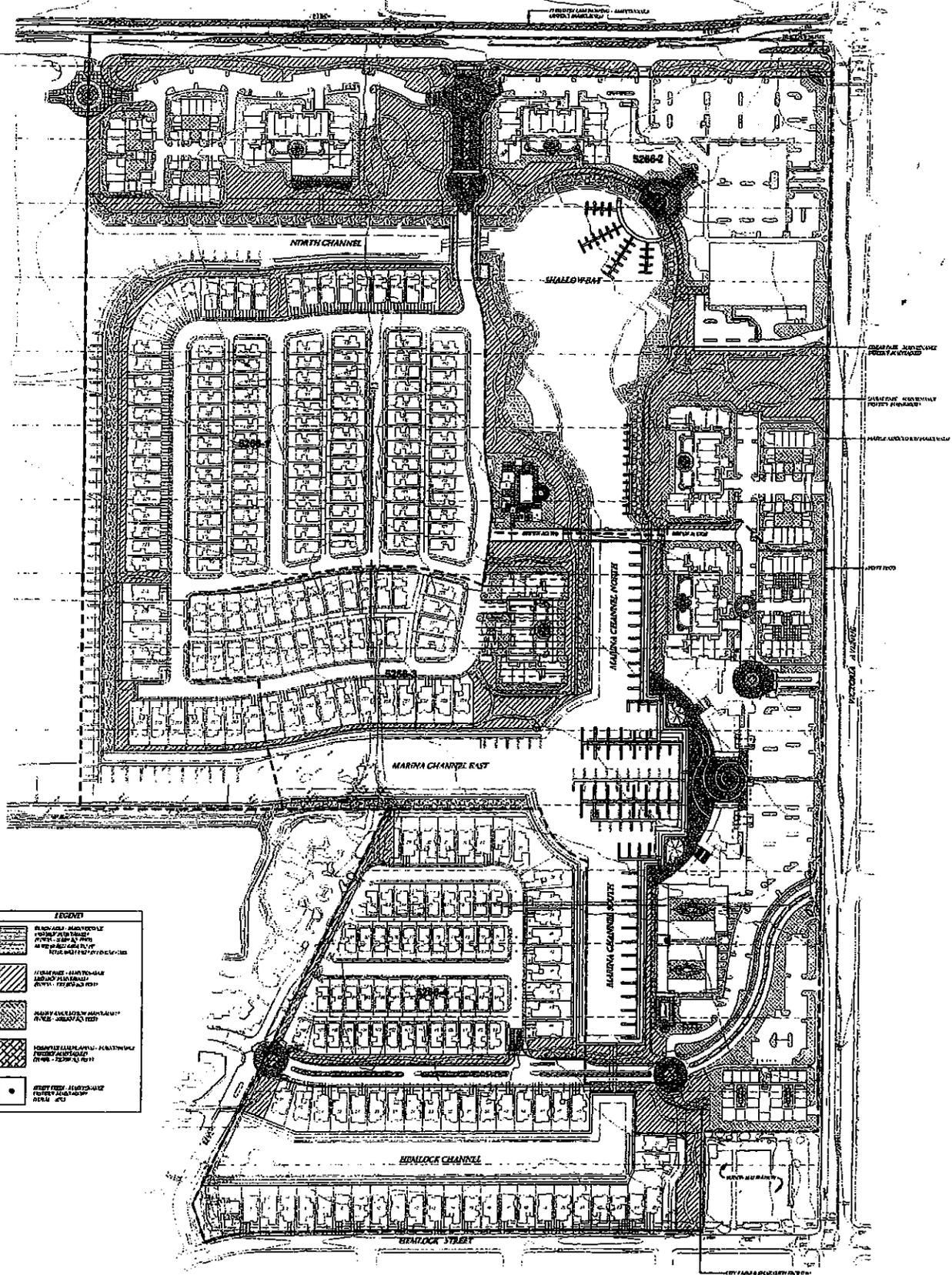
CITY OF OXNARD
Attn: Risk Manager
Reference No. 5403-11-CM
300 W. Third Street, Suite 302
Oxnard, CA 93030

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 _____



LEGEND

	BLINDOCK MARRON CHANNEL SHALLO W'RAY STREET PARKING - 2000' BY 100' AS SHOWN ON PLAT 10/11 FOR USE BY THE CITY OF OXNARD
	LANDSCAPE - 100' WIDE LANDSCAPE - 100' WIDE PARKING - 100' BY 100'
	MARRON CHANNEL EAST PARKING - 100' BY 100'
	BLINDOCK CHANNEL PARKING - 100' BY 100'
	SEALOCK STREET PARKING - 100' BY 100'

SEABRIDGE
CHANNEL ISLANDS HARBOR

MASTER MAINTENANCE DISTRICT EXHIBIT

TENATIVE TRACT NO. 5266 CITY OF OXNARD, CALIFORNIA

PREPARED FOR: OLY-MANDALAY BAY GENERAL PARTNERSHIP, 600 SOUTH VICTORIA AVE., SUITE A600, OXNARD, CA 93035, 805.382.9244

PREPARED BY: THE DESIGN CONSORTIUM, 1797 MESA VERDE AVENUE, SUITE 260, VENTURA, CA 93003 - 805.650.3006

LANDSCAPE ARCHITECTURE - LAND PLANNING - URBAN DESIGN

000008

DATE OF
2011.11.11
BY: J. L. 11/11