

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 300 West Third Street, 4<sup>th</sup> Floor during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at [www.oxnard.org](http://www.oxnard.org).



AGENDA  
OXNARD CITY COUNCIL  
\*OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY  
\* OXNARD FINANCING AUTHORITY  
\*OXNARD HOUSING AUTHORITY

Regular Meeting  
Council Chambers, 305 West Third Street  
July 12, 2016 at 6:00 PM  
**4:30 P.M. – Closed Session**  
**6:00 P.M. – Regular Session**

A. ROLL CALL/POSTING OF AGENDA

\*The Oxnard Community Development Commission Successor Agency, the Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration at this time.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, a person may address the legislative body only on matters appearing on the closed session agenda. The presiding officer shall limit public comments to three minutes

C. CLOSED SESSION – 4:30 P.M. (Please See Page 5 for a Description of Closed Session Items)

D. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take any action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing. The presiding officer shall limit public comments to three minutes.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

City of Oxnard internet address: [www.oxnard.org](http://www.oxnard.org).

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**G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY**

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

**H. REVIEW OF INFORMATION/CONSENT AGENDA**

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

**I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA**

At this time, a person may address the legislative body only on matters appearing on the information/consent agenda. The presiding officer shall limit public comments to three minutes.

**J. INFORMATION CONSENT AGENDA****City Attorney Department****1. SUBJECT: City Manager Employment Agreement Extension.**

**RECOMMENDATION:** That the City Council approve and authorize the Mayor to execute a First Amendment to the Employment Agreement between City of Oxnard and Greg A. Nyhoff (Agreement No. 6609-14-CA) to extend the term of the Agreement one year to May 31, 2018, increase the rate of annual leave accrual, and reduce the amount of annual leave redemption.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: 385-7483

**City Clerk Department****2. SUBJECT: Response to Grand Jury to Public Access to Conflict of Interest Codes.**

**RECOMMENDATION:** That City Council authorize the Mayor to sign letter of response to the Grand Jury's Final Report on Public Access to Conflict of Interest Codes.

Legislative Body: CC

Contact: Daniel Martinez

Phone: 385-7803

**City Manager Department****3. SUBJECT: Agreements for City Council Review**

**RECOMMENDATION:** That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

**Public Works Department****4. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7886) for GS16-02-Eastwood Park Improvements Project**

**RECOMMENDATION:** That City Council Award contract A-7886 to the lowest responsible and responsive bidder, Unlimited Engineering Contracting in the amount of \$128,500.00 for the Eastwood Park Improvements Project, and authorize the purchasing agent to execute the contract upon receipt of final documents.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055



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K. PUBLIC HEARINGSL. APPOINTMENT ITEMSM. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING  
AUTHORITY BUSINESS/COMMITTEE REPORTSCity Attorney Department

1. SUBJECT: Report and Recommendations on City Council Ethical Standards and Guidelines. (5/25)  
RECOMMENDATION: That the City Council review and provide direction regarding the Ethics Advisory Subcommittee Report and Recommendations on City Council Ethical Standards and Guidelines.  
Legislative Body: CC                      Contact: Stephen M. Fischer                      Phone: 385-7483

N. REPORTSCity Clerk Department

1. SUBJECT: Agreement for Publication of Legal Notices and Legal advertisements. ( 5/5)  
RECOMMENDATION: That City Council approve and authorize the Mayor to execute an agreement (A- 7896) with Vida Newspaper for the publication of legal notices and legal advertisements for fiscal year (FY) 2016-17.  
Legislative Body: CC                      Contact: Daniel Martinez                      Phone: 385-7803

Development Services Department

2. SUBJECT: Memorandum of Understanding (MOU) to Protect, Manage and Restore the Ormond Beach Area. (5/20)  
RECOMMENDATION: That the City Council: 1) approve and authorize the City Manager to sign a Memorandum of Agreement with The Nature Conservancy and California State Coastal Conservancy regarding Ormond Beach, and 2) authorize the City Manager to take all necessary actions under, and sign amendments to, the Memorandum of Understanding that do not have a fiscal impact requiring City Council approval.  
Legislative Body: CC                      Contact: Ashley Golden                      Phone: 385-7882
3. SUBJECT: First Amendment to Agreement 6944-14-DS with WKE, Inc. (5/5)  
RECOMMENDATION: That City Council approve and authorize the Mayor to execute the First Amendment to Agreement No. 6944-14-DS with WKE, Inc., for additional environmental and advanced Preliminary Engineering services for the Rice Avenue Grade Separation project, in the amount of \$944,918, which will increase the total cost of the agreement to \$1,919,999.  
Legislative Body:                      Contact: Ashley Golden                      Phone: 385-7882

Police Department

4. SUBJECT: Memoranda of Understanding Between the Oxnard Police Department and School Districts for FY 16-17. (10/25)

RECOMMENDATION: That City Council approve and authorize the City Manager to execute the FY 16-17 School Resource Officer (SRO) Program cost sharing Memoranda of Understanding (MOU) between the Oxnard Police Department and the Rio School District (RSD); Hueneme School District (HSD); Oxnard School District (OSD), and the Oxnard Union High School District.

Legislative Body: CC

Contact: Jeri Williams

Phone: 385-7624

Public Works Department

5. SUBJECT: Agreements for Trade Services with Kaneko Landscaping Services, Inc. for Eight Maintenance Assessment Districts. (10/30)

RECOMMENDATION: That City Council approve and authorize the City Manager to execute eight Agreements for Trade Services with Kaneko Landscaping Services, Inc. to provide landscape maintenance services within District 3 RiverRidge located at northeast corner of Patterson Road and Gonzales Road (Agreement No. 7452-16-CM); District 16 California Lighthouse located at northeast corner of Ventura Road and Ninth Street (Agreement No. 7453-16-CM); District 38 Aldea del Mar located at the corner of Gonzales Road and Snow Avenue (Agreement No. 7454-16-CM), District 39 El Sueno/Promesa located at northwest corner of Entrada Drive and Morado Place (Agreement No. 7460-16-CM); District 55 Wingfield West located at corner of Dunkirk Drive and Portofino Place (Agreement No. 7455-16-CM); District 57 Golden State Self Storage located at corner of Auto Center Drive and Los Olivos (Agreement No. 7457-16-CM); District 58 Westwind located at northwest corner of Cypress Road and Clara Street (Agreement No. 7458-16-CM); and District 60 Artisan located at Gonzales Road between Williams Drive and Lombard Street (Agreement No. 7459-16-CM).

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

6. SUBJECT: Approve South Oxnard Branch Library Settlement Appropriation. (5/10)

RECOMMENDATION: That City Council approve a budget appropriation in the amount of \$905,000 from the General Fund – Fund Balance for the remediation of water damage and skylight at the South Oxnard Branch Library via Capital Outlay Fund - South Oxnard Improvement Capital Project.

Legislative Body:

Contact: Daniel Rydberg

Phone: 385-8055

7. SUBJECT: Third Amendment to Agreement No. A-7620 with Aquatic Bioassay and Consulting Laboratories, Inc. (5/5)

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Third Amendment to Agreement with Aquatic Bioassay and Consulting Laboratories, Inc., (A-7620) in the amount of \$423,796, for a total amount of \$1,545,963, for receiving water monitoring services and to extend the expiration date to July 1, 2017.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

O. PUBLIC COMMENTS ON REPORTS

At this time, a person may address the legislative body only on matters appearing on the reports. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body. The presiding officer shall limit public comments to three minutes.

**P. PUBLIC COMMENTS ON STUDY SESSION**

At this time, a person may address the legislative body only on matters appearing on the study session agenda. The presiding officer shall permit a person to address the legislative body after the staff presentation on the item and before the consideration of the item by the legislative body. The presiding officer shall limit public comments to three minutes.

**Q. STUDY SESSION****C. CLOSED SESSION – Continued from Page 1****1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

**CC** (Government Code section 54956.9 (d)(1))

Name of case: Craig Goodvin v. City of Oxnard  
Workers' Compensation Case No. ADJ9589880

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

**2. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION**

**CC** On the advice of the City Attorney, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding potential litigation.

**R. ADJOURNMENT**

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**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**  
**AGENDA ITEM NO.:**

**DATE:** July 12, 2016  
**TO:** City Council  
**FROM:** Stephen Fischer, City Attorney  
**SUBJECT:** City Manager Employment Agreement Extension  
**CONTACT:** Stephen Fischer, City Attorney  
Stephen.Fischer@oxnard.org, 385-7483

**RECOMMENDATION:**

That the City Council approve and authorize the Mayor to execute a First Amendment to the Employment Agreement between City of Oxnard and Greg A. Nyhoff (Agreement No. 6609-14-CA) to extend the term of the Agreement one year to May 31, 2018, increase the rate of annual leave accrual, and reduce the amount of annual leave redemption.

**BACKGROUND**

On April 15, 2014, the City Council approved Agreement No. 6609-14-CA (the "Agreement") with Greg Nyhoff providing the terms and conditions concerning his employment as the City Manager. The Agreement was for an initial period of three (3) years from June 1, 2014 to May 31, 2017. The Agreement also provided for accrual of annual leave at a rate of one hundred twenty (120) hours per year and allowed redemption of up to eighty (80) hours of unused leave annually.

The City Council recently completed its first evaluation of the City Manager's performance and determined that, based on satisfactory performance, to extend the term of the Agreement (Mr. Nyhoff requests a one-year extension to May 31, 2018), to increase the rate of annual leave accrual from one hundred twenty (120) hours to two hundred (200) hours, and reduce the amount of leave redemption from eighty (80) hours to sixty (60) hours annually. The modifications relating to leave accrual and redemption conform to the benefit levels for Unrepresented Executive Employees set forth in Resolution No. 14,883. Based on the delay in completing the performance evaluation for the first year of Mr. Nyhoff's employment with the City, the First Amendment also specifies that the City Manager's next performance evaluation shall occur in

City Manager Employment Agreement Extension  
July 12, 2016  
Page 2

June of 2017.

### **FINANCIAL IMPACT**

Funding for the City Manager's compensation and benefits sufficient to defray the cost of the First Amendment to Agreement No. 6609-14-CA is provided in the approved budget.

**Agreement No. 6609-14-CA****FIRST AMENDMENT TO EMPLOYMENT AGREEMENT  
BETWEEN CITY OF OXNARD AND GREG A. NYHOFF**

This First Amendment ("First Amendment") to the Employment Agreement between City of Oxnard and Greg A. Nyhoff ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of July, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Greg A. Nyhoff ("Nyhoff"). This First Amendment amends the Agreement entered into on April 15, 2014, by City and Nyhoff.

City and Nyhoff agree as follows:

1. In Section 1 of the Agreement, the first sentence is amended to read as follows: "The term of this Agreement shall be for an initial period of four (4) years from June 1, 2014 to May 31, 2018."
2. As of the date of this First Amendment, Section 6.A of the Agreement is amended to read as follows: "Nyhoff shall accrue annual leave, which City provides to Top Management employees in lieu of sick leave and/or vacation leave, at the rate of two hundred (200) hours per year, which shall accrue as follows: one hundred (100) hours will be credited on June 1 and one hundred (100) hours will be credited on December 1 of each year of this Agreement, provided, however, that forty (40) hours shall be credited upon the date of this First Amendment."
3. Section 6.C of the Agreement is amended to read as follows: "Nyhoff may redeem up to sixty (60) unused annual leave hours annually in accordance with the rules for application of benefit levels adopted by City Council Resolution No. 14,883, as such rules may be amended by subsequent City Council resolution, provided that Nyhoff's right to redeem unused leave shall not be contingent on Nyhoff's years of service."
4. City and Nyhoff acknowledge that the 2015 annual performance evaluation of Nyhoff was not completed until May of 2016 and the parties agree that Nyhoff's next performance evaluation shall occur in June of 2017.
5. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

GREG A. NYHOFF

\_\_\_\_\_  
Tim Flynn, Mayor

\_\_\_\_\_  
Greg A. Nyhoff

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel Martinez, City Clerk

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

**EMPLOYMENT AGREEMENT  
BETWEEN CITY OF OXNARD AND GREG A. NYHOFF**

This Employment Agreement ("Agreement") is entered into this 15<sup>th</sup> day of April, 2014, by and between the CITY OF OXNARD, a municipal corporation, ("City") and GREG A. NYHOFF ("Nyhoff"), an individual who has education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics.

WHEREAS, the Oxnard City Code provides for the appointment of a City Manager by the City Council, and establishes certain powers, duties, and guidelines with respect to the position of City Manager; and

WHEREAS, the City Council desires to employ Nyhoff to serve as City Manager for the City; and

WHEREAS, the City Council desires to provide Nyhoff with certain specified benefits and to establish certain terms and conditions of employment; and

WHEREAS, Nyhoff represents that he possesses the qualifications, skills and experience to satisfactorily perform the duties of City Manager for the City.

NOW, THEREFORE, City and Nyhoff agree as follows:

1. Term. The term of this Agreement shall be for an initial period of three (3) years from June 1, 2014 to May 31, 2017. This Agreement shall automatically be renewed on its anniversary date for a one (1) year term unless notice that the Agreement shall terminate is given at least two (2) months before the expiration date. If the Agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Nyhoff voluntarily resigns.

2. Duties and Authority. City agrees to employ Nyhoff as City Manager to perform the functions and duties specified in the Oxnard City Code and the California Government Code, and to perform other legally permissible and proper duties and functions.

3. Compensation.

City agrees to pay Nyhoff an annual base salary of Two Hundred Sixty-Five Thousand Dollars (\$265,000.00) payable in installments at the same time that the other employees of the City are paid.

4. Relocation, Moving and Transition Expenses.

A. City agrees to reimburse reasonable expenses associated with moving Nyhoff and Nyhoff's family and personal property to Oxnard. Nyhoff will obtain three (3) bids for moving expenses, and provide these copies to City. Nyhoff shall keep track of actual costs, and submit to



City with receipts. City will reimburse up to the lowest of the actual costs of the three (3) bids, provided the reimbursement pursuant to this Section 4.A. shall not exceed Ten Thousand Dollars (\$10,000).

B. City agrees to partially reimburse Nyhoff for housing costs until such time as Nyhoff sells his home in Modesto or the end of nine (9) months, whichever occurs first. Such payment shall be Two Thousand Dollars (\$2,000) per month, with the first payment due June 15, 2014.

C. City agrees to reimburse Nyhoff for airfare, hotel room and car rental expenses incurred by Nyhoff and Nyhoff's spouse for a maximum of two (2) trips to Oxnard for the purposes of researching local housing and for Nyhoff to meet with City's Council and staff.

5. Health and Life Insurance Benefits. City agrees to provide health, hospitalization, surgical, vision, dental and comprehensive medical insurance for Nyhoff and his dependents equal to that which is provided to all other Top Management employees of the City or, in the event no such plan exists, to provide coverage for Nyhoff and dependents. City's contribution toward the premiums for said health, dental and vision coverage shall not be less than that which City contributes to other Top Management employees. Notwithstanding any policy or provision to the contrary, such benefits shall be provided as of June 1, 2014.

6. Vacation, Sick, and Administrative Leave.

A. Nyhoff shall accrue annual leave, which City provides to Top Management employees in lieu of sick leave and/or vacation leave, at the rate of one hundred twenty (120) hours per year, provided that, during the first year of this Agreement, accrual shall occur as follows: sixty (60) hours of annual leave will be credited upon assuming office and sixty (60) hours will be credited on December 1, 2014.

B. Nyhoff shall on January 1 of each calendar year be credited with eighty (80) hours of administrative leave, forty (40) hours of which shall be credited upon assuming office.

C. Nyhoff may redeem forty (40) unused annual leave hours and forty (40) unused administrative leave hours annually in accordance with City Administrative Policy E-5, provided that Nyhoff's right to redeem unused leave shall not be contingent on Nyhoff's years of service.

7. Vehicle Allowance. City agrees to pay to Nyhoff, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of Three Thousand Six Hundred Dollars (\$3,600) per year, payable in equal installments each pay period, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Nyhoff shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. City shall reimburse Nyhoff at the IRS standard mileage rate for any business use of the vehicle beyond the greater Oxnard area. For purposes of this Section, use of the vehicle within the greater Oxnard area is defined as travel to locations within a 75-mile radius of the Oxnard City Hall.

## 8. Retirement.

A. During the term of this Agreement, City agrees that Nyhoff shall be enrolled in the California Public Employees Retirement System (PERS). Nyhoff shall pay the total 7% "Employee's share," and City shall pay 100% of "Employer's share" of PERS contributions on behalf of Nyhoff.

B. City shall permit Nyhoff to participate in any City-sponsored deferred compensation program or 401(a) Plan, and City shall match Nyhoff's contribution to such deferred compensation program or 401(a) Plan up to three percent (3%) of Nyhoff's base salary.

## 9. General Business Expenses.

A. In its discretion, City shall budget for and pay travel and subsistence expenses of Nyhoff for professional and official travel, meetings, courses, institutes and seminars to continue his professional development and to adequately pursue necessary official and other functions on behalf of the City, including but not limited to, the annual conference of the League of California Cities, the International City/County Management Association, and such other regional, state, and local governmental groups and committees.

B. City acknowledges the value of having Nyhoff, at City's discretion, participate and be directly involved in local or regional clubs, associations and organizations necessary and desirable for Nyhoff's continued professional participation, growth and advancement, and for the good of the City. Accordingly, City may, at its discretion, pay for the reasonable membership fees and/or dues to enable Nyhoff to become an active member in local civic clubs or organizations, provided however that City shall pay Nyhoff's professional dues and subscriptions to the International City/County Management Association (ICMA).

10. Termination. The following circumstances shall be deemed a termination of this Agreement:

A. The majority of the City Council votes to terminate Nyhoff at a duly authorized closed or open meeting.

B. If the City, its citizens or the State of California acts to amend any provisions of the Oxnard City Code or California law pertaining to the role, powers, duties, authority, responsibilities of Nyhoff's position that substantially changes the city manager form of government, Nyhoff shall have the right to declare that such amendments constitute termination.

C. If City reduces the base salary, compensation or any other financial benefit of Nyhoff, unless it is applied in no greater percentage than the average reduction of all City employee's, such action shall constitute a breach of this Agreement and will be regarded as a termination.

D. If a majority of the City Council requests the resignation of Nyhoff, then Nyhoff may, at his option, deem himself terminated within the meaning of this Section 10.

E. Either party declares a breach of contract and such breach is not cured within a 30-day cure period. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

11. Severance.

A. Severance shall be paid to Nyhoff when employment is terminated as defined in Section 10.

B. If City terminates this Agreement during which time Nyhoff is ready, willing and able to perform the functions and duties set forth herein, then City agrees to provide Nyhoff with six (6) months salary, including benefits, provided, however, that if City terminates Nyhoff prior to June 1, 2015, City agrees to provide Nyhoff with nine (9) months salary, including benefits, provided that the payments pursuant to this Section shall not exceed the amounts determined pursuant to Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5 of the California Government Code. Pursuant to California Government Code Section 53243.2, any lump severance payment paid to Nyhoff under this section shall be fully reimbursed by Nyhoff to the City if Nyhoff is convicted of a crime involving an abuse of his office or position, including as set forth in California Government Code Section 53243.4.

12. Resignation. If Nyhoff voluntarily resigns his position with City, Nyhoff shall provide a minimum of sixty (60) days advance notice unless the parties agree otherwise.

13. Performance Evaluation. City shall annually review the performance of Nyhoff in June subject to a process, form criteria, and format for the evaluation, which shall be mutually agreed upon by City and Nyhoff. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to Nyhoff within thirty (30) days of the evaluation meeting.

14. Hours of Work. It is recognized that Nyhoff must devote a great deal of time outside the normal office hours on business for City, and to that end Nyhoff shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City and shall allow Nyhoff to faithfully perform his assigned duties and responsibilities.

15. Outside Activities. The employment provided for by this Agreement shall be Nyhoff's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to City and the community, Nyhoff may elect, with the prior written approval of the City Council, to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with his responsibilities under this Agreement.

16. Residency. Nyhoff agrees to maintain residence within the corporate boundaries of the City of Oxnard.

17. Indemnification. The City shall provide Nyhoff the defenses and indemnities as provided by Government Code Section 825 and any related provision of the California Government Code related to indemnification of public employees for those claims or actions arising out of an act or omission occurring within the scope of his employment as the City Manager. This covenant shall survive the termination of this Agreement.

18. Bonding. City shall bear the full cost of any fidelity or other bonds required of the Nyhoff under any law or ordinance.

19. Other Terms and Conditions of Employment. City, only upon agreement with Nyhoff, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Nyhoff, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Oxnard City Code, or any other law.

20. Notices. Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY: City of Oxnard, City Clerk  
305 West Third Street  
Oxnard, CA 93030

NYHOFF: City of Oxnard, City Manager  
300 West Third Street  
Oxnard, CA 93030

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

## 21. General Provisions.

A. Integration. City and Nyhoff agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written. The parties by mutual written agreement may amend any provisions of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the City and Nyhoff as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on June 1, 2014.

D. Severability. The invalidity or partial invalidity of a portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement

is held to be invalid the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. Ownership of Materials. All of Nyhoff's writings, reports and other documentation generated as the result of this Agreement are and shall be the property of the City.

F. Non-Assignment. This Agreement is for professional and unique services of Nyhoff, which are personal to the City. This Agreement is not transferable or assignable by Nyhoff.

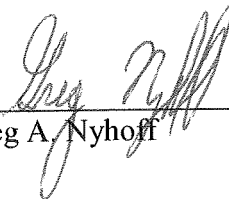
G. Governing Law. This Agreement and the rights and obligations of the parties shall be governed and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

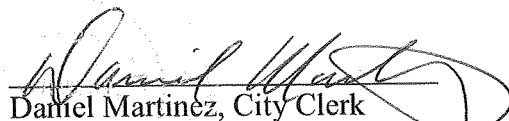
CITY OF OXNARD

GREG A. NYHOFF

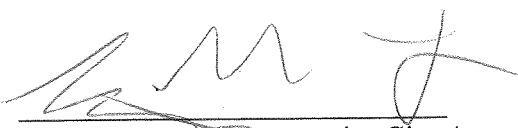
  
Tim Flynn, Mayor

  
Greg A. Nyhoff

ATTEST:

  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

  
Stephen M. Fischer, Interim City Attorney

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**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.:**

**DATE:** July 12, 2016

**TO:** City Council

**THROUGH:** Greg Nyhoff, City Manager  
Office of the City Manager

**FROM:** Daniel Martinez, City Clerk

**SUBJECT:** Response to Grand Jury to Public Access to Conflict of Interest Codes.

**CONTACT:** Daniel Martinez, City Clerk  
Daniel.Martinez@oxnard.org, 385-7803

**RECOMMENDATION:**

That City Council authorize the Mayor to sign letter of response to the Grand Jury's Final Report on Public Access to Conflict of Interest Codes.

**DISCUSSION**

The 2015-2016 Ventura County Grand Jury investigated the ease of public access to the Conflict of Interest Codes within the County and issued a Final Report entitled Public Access to Conflict of Interest Codes (Attachment A). This Report contains one finding and one recommendation.

City staff agrees with this recommendation and recently completed a major overhaul of the City of Oxnard website, with the goal of making it user friendly. By using the search field and typing in the term "Conflict of Interest" you will be directed to the resolution adopting the Conflict of Interest Code providing easy public access. This information can also be found at the City Clerks page under "Departments/City Clerk/Resources".

Pursuant to Penal Code Section 933(c), if the Mayor/Councilmembers have any comments regarding the Report in addition to the comments being proposed, then the Mayor/Councilmembers may request comments be included in the proposed response.

**FINANCIAL IMPACT**

Response to Grand Jury to Public Access to Conflict of Interest Codes.

July 12, 2016

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None, approval of the Response to the Grand Jury Report has “no” budget impact to the City.





Grand Jury  
800 South Victoria Avenue  
Ventura, CA 93009  
(805) 477-1600  
Fax: (805) 658-4523

[grandjury.countyofventura.org](http://grandjury.countyofventura.org)

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May 26, 2016

City Council of Oxnard  
305 W. 3<sup>rd</sup> St  
Oxnard, CA 93030

Re: Public Access to Conflict of Interest Codes

Enclosed please find a copy of the subject report by the 2015-2016 Ventura County Civil Grand Jury.

This report is provided to you two working days prior to its public release in accordance with the provisions of Penal Code section 933.05(f). Please note that under the provisions of that code section no officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to public release by the Grand Jury.

The Grand Jury requests that you respond in writing to the Findings and Recommendations contained in the report pursuant to Penal Code sections 933(c) and 933(d). Penal Code sections 933.05(a) and 933.05(b) are specific as to the format of the responses. A form showing the required format is enclosed. The Penal Code is also specific about the deadline for responses. You are required to submit your response within 90 days to the Presiding Judge of the Superior Court as follows:

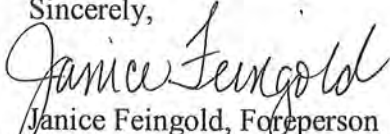
The Honorable Donald D. Coleman  
Presiding Judge, Superior Court of California  
County of Ventura  
800 S. Victoria Avenue  
Ventura, CA 93009

Please send a copy to the undersigned at the address below:

Foreperson, Ventura County Grand Jury  
800 S. Victoria Avenue  
Ventura, CA 93009

Responses are public records. The clerk of the agency affected must maintain a copy of your response. Should you have any questions, please contact me at the above address or at one of the numbers below.

Sincerely,

A handwritten signature in cursive script that reads "Janice Feingold".

Janice Feingold, Foreperson

2014-2015 Ventura County Grand Jury

(805) 477-1600

[Janice.Feingold@ventura.org](mailto:Janice.Feingold@ventura.org)

Enclosures: Response to Grand Jury Report Form

# **Ventura County Grand Jury 2015 - 2016**



## **Final Report**

### **Public Access to Conflict of Interest Codes**

**May 26, 2016**

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## Public Access to Conflict of Interest Codes

### Summary

The California Political Reform Act is an initiative statute passed by the voters in 1974 which requires that all local government agencies adopt a Conflict of Interest Code with standards which meet or exceed the requirements of the State law.

The 2015-2016 Ventura County Grand Jury (Grand Jury) investigated two key questions regarding conflict of interest standards: First, have Ventura County (County), and the 10 cities within the County, each established a Conflict of Interest Code with standards consistent with the California Political Reform Act? Second, have the County and the 10 cities provided transparency by establishing user-friendly access to their respective Conflict of Interest Codes?

The Grand Jury reviewed the California statutes and regulations governing conflict of interest and examined the official websites of the County and the 10 cities. In addition, the Grand Jury communicated with government officials.

The Grand Jury found that the elected officials in Ventura County and its 10 cities have all adopted Conflict of Interest Codes which meet or exceed State standards. The Grand Jury found that there was a wide variation in the ease of access to the Conflict of Interest Codes.

The Grand Jury recommends that the Ventura County Board of Supervisors and city councils of the 10 cities within the County establish a direct online method for public access to their Conflict of Interest Codes.

### Background

The Grand Jury received a public complaint alleging a conflict of interest within a particular government entity. This raised the question of whether each local governing body within Ventura County had established a Conflict of Interest Code as required by law. Additionally, the Grand Jury made the decision to address whether these Conflict of Interest Codes are readily accessible to the public, thereby making government more transparent.

### Methodology

The Grand Jury reviewed applicable California State statutes and regulations governing conflict of interest, communicated with various government officials, and reviewed the websites of the County of Ventura and the 10 incorporated cities within the County.



## Facts

- FA-01.** The California Political Reform Act of 1974 as amended (the Act), requires all local agencies, including elected city councils and county boards of supervisors, to establish a Conflict of Interest Code with standards that meet or exceed State standards. (Ref-01)
- FA-02.** The Act establishes the California Fair Political Practices Commission (FPPC) to regulate standards for a Conflict of Interest Code for public officials in State and local governments. The FPPC has posted online the following:
- “Under the Political Reform Act (‘the Act’), all public agencies are required to adopt a conflict-of-interest code (code). A code designates positions required to file Statements of Economic Interests (Form 700), and assigns disclosure categories specifying the types of interests to be reported. The Form 700 is a public document intended to alert public officials and members of the public to the types of financial interests that may create conflicts of interests.”
- (Ref-01, Ref-02)
- FA-03.** The FPPC website states that each “Conflict of Interest Code” must contain the following:
- How to report financial interests
  - The disqualification procedures
  - The governmental positions subject to Conflict of Interest Code requirements
  - Disclosure categories
- FPPC Regulation 18730 contains all of the provisions that must be included in a Conflict of Interest Code. The FPPC recommends that agencies incorporate Regulation 18730, by reference, because the type of information required to be in the main body of the code is complex. (Ref-02)
- FA-04.** As stated in the FPPC website: “A primary purpose of the code is to require disclosure of those types of investments, interests in real property, sources of income and business positions that designated positions may affect in their decision-making.” (Ref-02)
- FA-05.** The Ventura County Board of Supervisors (BOS) has established a Conflict of Interest Code with standards and requirements for all County agencies and departments. (Ref-03)
- FA-06.** The County website includes information on the standards for conflict of interest for the Board of Supervisors. (Ref-03)
- FA-07.** Each of the 10 cities in Ventura County has established a Conflict of Interest Code. These Codes may be accessed by official websites, Google search, or request to the city.

**FA-08.** California Government Code § 6250, also known as the California Public Records Act (CPRA), states: "...access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in this State." (Ref-04)

**FA-09.** California Government Code § 6253(e) states that a local agency may adopt requirements for itself that allow for faster, more efficient, or greater access to records than the minimum standards prescribed by State law. (Ref-04)

**FA-10.** The Grand Jury searched online for the Conflict of Interest Codes for the County Board of Supervisors and each of the 10 cities within the County. The following summarizes the results of online searches for Conflict of Interest Codes conducted on May 13, 2016:

- Ventura County Board of Supervisors requires four steps and a search.
- City of Camarillo website requires five steps.
- City of Fillmore website does not provide access. A Google search yielded no results.
- City of Moorpark website does not provide access. A Google search yielded no results.
- City of Ojai website does not provide access. A Google search yielded no results.
- City of Oxnard website was offline. However, a Google search yielded a document stating that the Code is available by request from the City Clerk.
- City of Port Hueneme website requires three steps to direct the user to a list of "Statutory References for California Cities" which then requires a search of the statutory references.
- City of Santa Paula website does not provide access. A Google search yielded no results.
- City of Simi Valley website requires five steps to direct the user to a list of "Statutory References for California Cities" which then requires a search of the statutory references.
- City of Thousand Oaks website requires six steps and a search.
- City of Ventura website requires six steps and a search.

(Ref-03) (Att-01)

## **Findings**

**FI-01.** The Grand Jury found that Conflict of Interest Codes for Ventura County and its 10 cities are not easily accessible to the public. (FA-07, FA-10) (Att-01)

## Recommendations

- R-01.** The Grand Jury recommends that the Ventura County Board of Supervisors establish a direct link on the County homepage for public online access to its Conflict of Interest Code. (FI-01)
- R-02.** The Grand Jury recommends that each city council of the 10 cities within Ventura County establish a direct link on its city homepage for public online access to its Conflict of Interest Code. (FI-01)

## Responses

### Responses Required From:

Ventura County Board of Supervisors (FI-01) (R-01)

City Council of Camarillo (FI-01) (R-02)

City Council of Fillmore (FI-01) (R-02)

City Council of Moorpark (FI-01) (R-02)

City Council of Ojai (FI-01) (R-02)

City Council of Oxnard (FI-01) (R-02)

City Council of Port Hueneme (FI-01) (R-02)

City Council of Santa Paula (FI-01) (R-02)

City Council of Simi Valley (FI-01) (R-02)

City Council of Thousand Oaks (FI-01) (R-02)

City Council of Ventura (FI-01) (R-02)

## References

- Ref-01.** California Government Code section 87100-87105,  
<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=87001-88000&file=87100-87105>  
 (accessed May 13, 2016).
- Ref-02.** California Fair Political Practices Commission website:  
<http://www.fppc.ca.gov/learn/conflicts-of-interest-rules.html> (accessed May 13, 2016).
- Ref-03.** Ventura County Board of Supervisors website:  
<http://apps.countyofventura.org/COBPublic/docs/Ordinance/County%20of%20Ventura/2869.pdf> (accessed May 13, 2016).
- Ref-04.** California Government Code website: <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=06001-07000&file=6250-6270.5>  
 (accessed May 13, 2016).



**Attachments**

**Att-01** Navigation Directions to Conflict of Interest Codes for the 10 Cities within Ventura County

**Glossary**

| <b><u>TERM</u></b>                         | <b><u>DEFINITION</u></b>                                                                                                                                                     |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BOS                                        | Ventura County Board of Supervisors                                                                                                                                          |
| California Political Reform Act or the Act | An initiative statute passed by the voters of California in 1974 establishing the Fair Political Practices Commission to create and enforce conflict of interest regulations |
| Conflict of Interest Code or Code          | A code or ordinance adopted by counties, cities, and other public entities in California to establish standards for conflict of interest                                     |
| County                                     | County of Ventura                                                                                                                                                            |
| CPRA                                       | California Public Records Act                                                                                                                                                |
| Designated positions                       | Governmental officers required to submit statements of economic interests                                                                                                    |
| Direct link                                | A connection from a homepage to the Conflict of Interest Code involving no more than one step                                                                                |
| FPPC                                       | California Fair Political Practices Commission                                                                                                                               |
| Grand Jury                                 | 2015-2016 Ventura County Grand Jury                                                                                                                                          |
| State                                      | State of California                                                                                                                                                          |

## **Attachment 01**

### **Navigation Directions to Conflict of Interest Codes for the 10 Cities within Ventura County**

## **Attachment 01**

### **Navigation Directions to Conflict of Interest Codes for the 10 Cities within Ventura County**

This attachment is a description of the steps needed to find Conflict of Interest Statements/Codes/Policy for each of the cities in Ventura County. In some cases, these efforts met with no success. While the cities do, in fact, have a written record describing their Conflict of Interest Statements/Codes/Policy, a reasonable effort to find them online failed.

**Camarillo** – Go to the City of Camarillo official website:

<http://www.ci.camarillo.ca.us/>

Once on the website, do the following to find information regarding the city's conflict of interest code:

1. Click on the "Departments" TAB
2. Click on the "CITY CLERK" TAB
3. Click on the "Municipal Code" TAB
3. Click on the "Camarillo Municipal Code Online" TAB
4. Click on the "STATUTORY REFERENCES FOR CALIFORNIA CITIES" TAB
5. Scroll down to "Conflict of Interest Code", see Government Code §87100

**Fillmore** – Go to the City of Fillmore official website:

<http://www.ci.fillmore.ca.us/>

Once on the website, do the following to find information regarding the city's conflict of interest code:

1. Click on the "Municipal Code" TAB
  2. Click on the "ADMINISTRATION AND PERSONNEL" TAB
  3. Click on "Chapter 2.76 – CAMPAIGN CONTRIBUTION LIMITS" TAB
- At this point the reader will see information about campaign funds but nothing about conflict of interest codes.

**Moorpark** – Go to the City of Moorpark official website:

<http://www.moorparkca.gov/>

Once on the website, do the following to find information regarding the city's conflict of interest code:

1. Click on the "I Want To" TAB
2. In the "View" column, click on the "City Municipal Code" TAB
3. In the "Search" field, nothing is returned when entering the "conflict of interest code".

**Ojai** – Go to the City of Ojai official website: <http://ojaicity.org/>

Once on the website, do the following to find information regarding the city's conflict of interest code:

1. Click on the "Ojai Municipal Code" TAB

2. Click on the "Search" TAB
3. In the "Search" field, nothing is returned when entering "conflict of interest code".

**Oxnard** – Go to the City of Oxnard official website: <https://www.oxnard.org/>  
At the time of searching (May 13, 2016), the city website was largely inoperative while undergoing a major overhaul per the message on the website. Searches of the site using the search term "conflict of interest" showed no results. Google search yielded a reference to a document on the city website, but no connection was possible.

**Port Hueneme** – Go to the City of Port Hueneme official website:

<http://www.ci.port-hueneme.ca.us>

Once on the website, do the following to find information regarding the city's conflict of interest code:

1. Click on the Departments TAB
2. Click on the "Administration and Community Services" TAB
3. Click on the "City Clerk and Public Information" TAB
4. Click on the "Port Hueneme Municipal code" link
5. In the "Search" field enter "conflict of interest" and narrow the search to "City of Port Hueneme municipal code". The Muni code system returns 21 references, but only to the term "interest", not "conflict of interest". No clear reference to Conflict of Interest Code is found. A Google search yields results that reflect City biennial updates to the Conflict of Interest Code, but not the Code itself.

**Santa Paula** – Go to the City of Santa Paula official website: <http://www.ci.santa-paula.ca.us>

Once on the website, do the following to find information regarding the city's conflict of interest code:

1. Click on the "City Information" TAB
2. Click on the "Municipal Code" TAB. You are directed to the American Legal Publishing Corp website
3. A search for "Conflict of interest" only yields references to "interest"
4. A Google search for "Santa Paula" + "Conflict of interest codes" yields no references to the City code, but does identify links to the Unified School District code and several other, lower level agencies.

**Simi Valley** – Go to the City of Simi Valley official website:

<http://www.simivalley.org/index.aspx>

Once on the website, do the following to find information regarding the city's conflict of interest code:

1. Go to the "I want to" TAB
2. Go to the "Get information on" TAB,
3. Go to the "Municipal Code" TAB.
4. Click on the "City municipal code" link. That goes to the Municode website City of Simi Valley municipal code file.
5. Click on the "STATUTORY REFERENCES FOR CALIFORNIA CITIES" TAB

6. Scroll down to "Conflict of Interest Code", see Government Code §87100A

**Thousand Oaks** – Go to the City of Thousand Oaks official website:

<https://www.toaks.org/>

Once on the website, do the following to find information regarding the city's conflict of interest code:

1. Click on the "government" TAB,
2. Go to the "Departments" TAB
3. Go to the "city clerk" TAB
4. Go to the "municipal code" TAB
5. That takes one to the American Legal Publishing Corporation site for the City of Thousand Oaks. Click on "Municipal Code" link
6. Enter "conflict of interest" in the search box. A number of code sections are found relevant to the topic.

**Ventura** – Go to the City of Ventura official website:

<http://www.cityofventura.net/>

Once on the website, do the following to find information regarding the city's conflict of interest code:

1. Enter "conflict of interest" in the search box
2. A set of references is generated. One at [http://www.cityofventura.net/files/file/meetings/city\\_council/2012/12-03-12/item%2001.pdf](http://www.cityofventura.net/files/file/meetings/city_council/2012/12-03-12/item%2001.pdf) is a conflict of interest code adapted by the City Council on 12-03-2012

## Response to Grand Jury Report Form

Report Title: \_\_\_\_\_

Report Date: \_\_\_\_\_

Response by: \_\_\_\_\_ Title: \_\_\_\_\_

### FINDINGS

- I (we) agree with the findings numbered: \_\_\_\_\_
- I (we) disagree wholly or partially with the findings numbered: \_\_\_\_\_  
*(Attach a statement specifying any portions of the findings that are disputed; include an explanation of the reasons therefor.)*

### RECOMMENDATIONS

- Recommendations numbered \_\_\_\_\_ have been implemented.  
*(Attach a summary describing the implemented actions.)*
- Recommendations numbered \_\_\_\_\_ have not yet been implemented, but will be implemented in the future.  
*(Attach a timeframe for the implementation.)*
- Recommendations numbered \_\_\_\_\_ require further analysis.  
*(Attach an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.)*
- Recommendations numbered \_\_\_\_\_ will not be implemented because they are not warranted or are not reasonable.  
*(Attach an explanation.)*

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

Number of pages attached \_\_\_\_\_

## Response to Grand Jury Report Form

**Report Title:** Public Access to Conflict of Interest Code

**Report Date:** May 26, 2016

**Response By:** Tim Flynn & Oxnard City Council    **Title:** Mayor & Council Members

### **FINDINGS**

F1-01 The Grand Jury found that at the time of searching (May 13, 2016) , the City website was largely uncooperative while undergoing a major overhaul, per the message on the website. Searches of the site using the search term “conflict of interest” showed no results. Google search yielded a reference to a document on the city website, but no connection was possible.

Response to F1-01: The City Council acknowledges that the City’s Conflict of Interest Code was not readily accessible on the City’s website due to the major overhaul to our City website.

### **RECOMMENDATION**

R-02 The Grand Jury recommends that each City Council of the 10 cities within Ventura County establish a direct link on its City homepage for public online access to its Conflict of Interest Code.

Response to R-02: The City agrees with this recommendation and recently completed a major overhaul of the City of Oxnard website, with the goal of making it user friendly. By using the search field and typing in the term “Conflict of Interest” you will be directed to the resolution adopting the Conflict of Interest Code providing easy public access. This information can also be found at the City Clerks page under “Departments/City Clerk/Resources”.

Date: June \_\_\_\_\_, 2016

Signed: \_\_\_\_\_  
Tim Flynn, Mayor  
City of Oxnard

## CITY COUNCIL OF THE CITY OF OXNARD

## RESOLUTION NO. 14,898

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING RESOLUTION NO. 14,456 AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Oxnard ("City" and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code (the "Code"), which was amended on February 11, 2014, in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City's Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief, which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on February 23, 2016, at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

SECTION 1. The City Council hereby repeals Resolution No. 14,456.

SECTION 2. The City Council hereby adopts the proposed amended Conflict of Interest Code, attached hereto as Exhibit A.

SECTION 3. The amended Conflict of Interest Code shall be on file with the City Clerk and available to the public for inspection and copying.

SECTION 4. On or before March 1 of each year the City Clerk shall make copies of the amended Conflict of Interest Code, together with copies of applicable forms and instructions, and shall transmit them to all persons known or expected to be required to file Annual Statements of Economic Interests (Form 700). The City Clerk shall make reasonable efforts to encourage such persons to file such statements by the April 1 deadline and to prepare such statements in proper form. The City Clerk shall make other types of forms and information available as needed for statements other than the Annual Statements of Economic Interests.



Resolution No. 14,898

Page 2

SECTION 5. No later than July 1, 2018, the City Attorney in consultation with the City Manager shall review the amended Conflict of Interest Code adopted pursuant to this Resolution and if a change in the Code is necessitated by changed circumstances submit an amended Conflict of Interest Code in accordance with subdivision (a) of Section 87306 and Section 87303 of the Act to the City Council for review and possible adoption.

SECTION 6. The amended Conflict of Interest Code shall take effect March 1, 2016.

PASSED AND ADOPTED THIS 23rd day of February, 2016, by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, Padilla and Perello.

NOES: None.

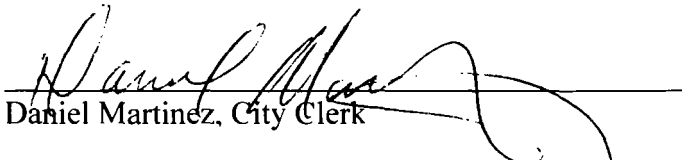
ABSENT: None.

ABSTAIN: None.



Tim Flynn, Mayor

ATTEST:

  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

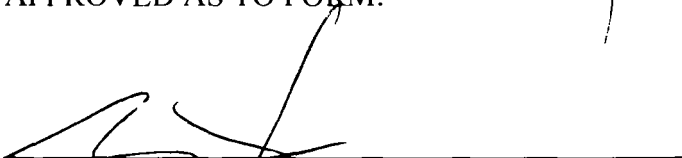
  
Stephen M. Fischer, Interim City Attorney

Exhibit A



**CITY OF OXNARD  
CONFLICT OF INTEREST CODE**

FEBRUARY 2016

300 West Third Street  
Oxnard, California 93030

# CITY OF OXNARD

## CONFLICT OF INTEREST CODE

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### INCORPORATION PAGE

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The Political Reform Act (Gov. Code, §§ 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (Cal. Code Regs., tit. 2, § 18730) (“**Section 18730**”) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the Fair Political Practices Commission may amend Section 18730 to conform to amendments in the Political Reform Act. Therefore, the terms of Section 18730 and any amendments to Section 18730 that the Fair Political Practices Commission adopts are hereby incorporated by reference. This incorporation page, Section 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the City of Oxnard (the “**City**”) Conflict of Interest Code.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City’s Filing Officer. The **City Clerk** shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The **City Clerk** shall retain the originals of the statements filed by all other officials and designated positions and make all statements available for public inspection and reproduction during regular business hours. (Gov. Code, § 81008.)

# **APPENDIX**

## **CITY OF OXNARD**

### **CONFLICT OF INTEREST CODE**

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#### **OFFICER AND EMPLOYEE DESIGNATIONS**

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The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments, as defined in section 18700.3(b) of title 2 of the California Code of Regulations, are **not** subject to the City of Oxnard Conflict of Interest Code but must file disclosure statements under Government Code section 87200 et seq. (Cal. Code Regs., tit. 2, § 18730, subd. (b)(3).)

#### **OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

The City has determined that the positions listed below are Other City Officials who manage public investments.<sup>1</sup> These positions are listed here for informational purposes only:

Chief Financial Officer

Financial Services Manager

Assistant City Treasurer

Housing Financial Officer

---

<sup>1</sup> Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code section 87200.

**DESIGNATED POSITIONS****(GOVERNED BY THE CITY OF OXNARD CONFLICT OF INTEREST CODE)****DESIGNATED POSITIONS****DISCLOSURE CATEGORIES**  
**ASSIGNED**City Attorney's Office

Assistant City Attorney 1, 2

Deputy City Attorney 1, 2

Law Office Manager 5

City Clerk's Office

City Clerk 5

Assistant City Clerk 5

City Manager's Office

Assistant City Manager 1, 2

Deputy City Manager 1, 2

Facilities Maintenance Supervisor 5

Fleet Services Operations Manager 5

Fleet Services Mechanic Supervisor 5

Geographic Information Systems Coordinator 5

Information Technology Director 5

Legislative Affairs Manager 1, 2

**DESIGNATED POSITIONS****DISCLOSURE CATEGORIES  
ASSIGNED****City Manager's Office**

|                                              |         |
|----------------------------------------------|---------|
| Maintenance Services Manager                 | 2, 3, 5 |
| Management Analyst III                       | 4       |
| Network Services Coordinator                 | 5       |
| Parks Maintenance Supervisor                 | 5       |
| Parks Manager                                | 2, 3, 5 |
| Project Manager                              | 2, 3, 4 |
| Public Relations & Community Affairs Manager | 1, 2    |
| System Administrator                         | 5       |

**Community Development Department**

|                               |      |
|-------------------------------|------|
| Economic Development Director | 1, 2 |
| Management Analyst II         | 2, 3 |

**Development Services Department**

|                                             |         |
|---------------------------------------------|---------|
| Development Services Director               | 1, 2    |
| Development Services Manager                | 1, 2    |
| Planning and Environmental Services Manager | 1, 2    |
| Management Analyst II                       | 5       |
| Plan Check Engineer                         | 3, 5, 6 |
| Supervising Civil Engineer                  | 3, 5, 6 |
| Junior Civil Engineer                       | 3, 5, 6 |
| Supervising Building Inspector              | 3, 5, 6 |

**DESIGNATED POSITIONS****DISCLOSURE CATEGORIES  
ASSIGNED****Development Services Department**

|                          |            |
|--------------------------|------------|
| Deputy Building Official | 3, 5, 6    |
| Principal Planner        | 2, 3, 5, 6 |
| Associate Planner        | 2, 3, 5, 6 |
| Assistant Planner        | 2, 3, 5, 6 |
| Junior Planner           | 2, 3, 5, 6 |
| Project Manager          | 2, 3, 5, 6 |

**Finance Department**

|                                   |   |
|-----------------------------------|---|
| Budget Manager                    | 5 |
| Accounting Manager (Purchasing)   | 4 |
| Assistant Chief Financial Officer | 4 |
| Buyer                             | 4 |
| Controller                        | 5 |

**Fire Department**

|                                   |      |
|-----------------------------------|------|
| Fire Chief                        | 1, 2 |
| Assistant Fire Chief              | 1, 2 |
| Battalion Chief                   | 5, 6 |
| CUPA Coordinator                  | 5, 6 |
| EMS Coordinator                   | 5    |
| Disaster Preparedness Coordinator | 5    |

**DESIGNATED POSITIONS****DISCLOSURE CATEGORIES  
ASSIGNED****Housing Department**

|                                         |      |
|-----------------------------------------|------|
| Housing Director                        | 1, 2 |
| Accounting Manager                      | 1    |
| Grants Coordinator                      | 5    |
| Housing Contract Administrator          | 4    |
| Housing Program Manager                 | 6    |
| Housing Program Supervisor              | 6    |
| Housing Maintenance Supervisor          | 5    |
| Housing Modernization Superintendent    | 5    |
| Housing Rehabilitation Program Manager  | 2, 3 |
| Housing Engineer                        | 3, 5 |
| Homeless Assistance Program Coordinator | 5, 6 |
| Compliance Services Manager             | 1, 2 |
| Management Analyst I/II/III             | 3    |

**Human Resources Department**

|                                       |      |
|---------------------------------------|------|
| Human Resources Director              | 1, 2 |
| Assistant Director of Human Resources | 5    |
| Human Resources Manager               | 5    |
| Workers' Compensation Manager         | 5    |

**Library Department**

|                                        |      |
|----------------------------------------|------|
| Cultural & Community Services Director | 1, 2 |
| Library Director                       | 1    |



**DESIGNATED POSITIONS****DISCLOSURE CATEGORIES  
ASSIGNED****Library Department**

|                                |   |
|--------------------------------|---|
| Library Services Supervisor    | 5 |
| Library Circulation Supervisor | 5 |
| Library System Analyst         | 5 |
| Management Analyst I           | 5 |

**Recreation and Community Services Department**

|                                     |      |
|-------------------------------------|------|
| Leisure & Recreation Superintendent | 1, 2 |
| Management Analyst III              | 5, 6 |
| Recreation Supervisor               | 5, 6 |
| Community Services Manager          | 5, 6 |
| Management Analyst I/II             | 5, 6 |

**Police Department**

|                                              |      |
|----------------------------------------------|------|
| Police Chief                                 | 1, 2 |
| Assistant Police Chief                       | 1, 2 |
| Police Commander                             | 5, 6 |
| Police Financial Manager                     | 5    |
| Code Compliance Manager                      | 5, 6 |
| Community Affairs Manager                    | 5    |
| Police Records Manager                       | 5    |
| Public Safety Information Technology Manager | 5    |
| Public Safety Communications Manager         | 5    |

**DESIGNATED POSITIONS****DISCLOSURE CATEGORIES  
ASSIGNED****Public Works Department**

|                                                                |         |
|----------------------------------------------------------------|---------|
| Public Works Director                                          | 1, 2    |
| Design and Construction Services Manager                       | 1, 2    |
| Traffic Engineer                                               | 1, 2    |
| Management Analyst II/II                                       | 5       |
| Water Programs Manager                                         | 5       |
| Water Resources Manager                                        | 2, 5, 6 |
| Environmental Resources/MRF Manager                            | 2, 5, 6 |
| Environmental Resources Supervisor – Supervisor<br>Maintenance | 5       |
| Environmental Resources Supervisor – Health &<br>Safety        | 5       |
| Environmental Resources Supervisor – Zero<br>Waste/Recycling   | 5       |
| Environmental Resources Supervisor - Collections               | 5       |
| Construction & Maintenance Engineer                            | 1, 2    |
| Recycling Manager                                              | 5       |
| Streets Manager                                                | 5       |
| Chief Operator                                                 | 5       |
| Wastewater Operations Manager                                  | 5       |
| Wastewater Maintenance Manager                                 | 5       |
| Technical Services Manager / Water Quality Manager             | 6       |
| Utilities Director                                             | 1, 2    |

**DESIGNATED POSITIONS****DISCLOSURE CATEGORIES  
ASSIGNED****Public Works Department**

|                             |         |
|-----------------------------|---------|
| Utilities Finance Officer   | 5       |
| Water Division Manager      | 2, 5, 6 |
| Wastewater Division Manager | 2, 5, 6 |

**Members of Boards, Committees & Commissions**

|                                                              |      |
|--------------------------------------------------------------|------|
| Downtown Design Review Committee Member                      | 1, 2 |
| Finance Authority Board Member                               | 1, 2 |
| Housing Authority Commissioner                               | 1, 2 |
| Mobilehome Park Rent Review Board Member                     | 2, 6 |
| Performing Arts Center Corporation Board of Directors Member | 5, 6 |

**Members of Boards, Committees & Commissions**

|                                                |      |
|------------------------------------------------|------|
| Measure "O" Citizen Oversight Committee Member | 1, 2 |
|------------------------------------------------|------|

**Miscellaneous**

|                                            |                                                               |
|--------------------------------------------|---------------------------------------------------------------|
| Performing Arts Center Manager             | 5                                                             |
| Consultants and New Positions <sup>2</sup> | 1, 2                                                          |
| Acting Positions                           | Subject to same disclosure requirements as position performed |

<sup>2</sup> Individuals providing services as a "consultant," as that term is defined in section 18700.3 of title 2 of the California Code of Regulations, or in a new position created since this Conflict of Interest Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code, § 82019; Cal Code Regs., tit. 2, §§ 18219, 18734.) The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code, § 81008.)

**DESIGNATED POSITIONS****DISCLOSURE CATEGORIES  
ASSIGNED**Miscellaneous

Interim Positions

Subject to same disclosure  
requirements as position  
performed

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**DISCLOSURE CATEGORIES**

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The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.<sup>3</sup>

**Category 1:** All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are located in, do business in, or own real property within the jurisdiction of the City.

**Category 2:** All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

**Category 3:** All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are engaged in development, construction, appraisal, or the acquisition or sale of real property within the jurisdiction of the City.

**Category 4:** All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type utilized by the City.

**Category 5:** All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit, or division.

**Category 6:** All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are subject to the regulatory, permit, or licensing authority of the designated position's department, unit, or division.

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<sup>3</sup> This Conflict of Interest Code does not require the reporting of gifts from outside the City's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Cal. Code Regs., tit. 2, § 18730.1)



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.:**

**DATE:** July 12, 2016

**TO:** City Council

**THROUGH:** Greg Nyhoff, City Manager  
Office of the City Manager

**FROM:** Greg Nyhoff, City Manager

**SUBJECT:** Agreements for City Council Review

**CONTACT:** Greg Nyhoff, City Manager  
Greg.Nyhoff@oxnard.org, 385-7430

**RECOMMENDATION:**

That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

**BACKGROUND**

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to \$25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above \$25,000 and up to \$250,000.

**FINANCIAL IMPACT**

Funding information is included on the attached list.

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office prior to the Council meeting.

# City Manager Contract List for 07/12/2016

Contracts from \$25,000 to \$250,000

## A West Village, Rancho de la Rosa District #31

|                            |                    |                                    |                                 |
|----------------------------|--------------------|------------------------------------|---------------------------------|
| <b>Vendor:</b>             | Fence Factory      | <b>Amount to be Approved:</b>      | \$42,488                        |
| <b>Type:</b>               | Original Agreement | <b>Current FY Amount:</b>          | \$42,488                        |
| <b>Agreement No.:</b>      | A-7905             | <b>Total Contract Amount:</b>      | \$42,488                        |
| <b>Amendment No.:</b>      | 1                  | <b>Funding Source:</b>             | Liability Funds                 |
| <b>Purchase Order No.:</b> | Req. #2705         | <b>Vendor Selection Process:</b>   | Request for Bids (RFB)          |
| <b>Begin Date:</b>         | 07/12/2016         | <b># of Bids/Proposals/Quotes:</b> | 3                               |
| <b>End Date:</b>           | 08/12/2016         | <b>Project Manager:</b>            | Ralph Alamillo                  |
| <b>Term:</b>               | 30 days            | <b>Department:</b>                 | Public Works - General Services |
|                            |                    | <b>Telephone:</b>                  | 754-7155                        |
|                            |                    | <b>Email:</b>                      | ralph.alamillo@oxnard.org       |

**Purpose:** Staff is requesting authorization to enter into an agreement with Fence Factory in the amount of \$42,488 to remove and haul away approximately 784 linear ft. of existing iron fencing and gates at West Village, Rancho de la Rosa #31. Fence Factory will install approximately 784 linear ft. of 6' high 2 - Rail black majestic montage plus Ameristar fencing at three locations, two at Camino del Sol and Sara Drive and one at Nina Drive and Mari Way.

Pursuant to the City's purchasing policies, three quotes were received: Fence Factory \$42,488; Fence Works \$46,091, and Magnum Fence and Security, Inc. \$66,595. Fence Factory was selected as the lowest responsible bidder.

## B Recruitment Assistance

|                            |                     |                                    |                            |
|----------------------------|---------------------|------------------------------------|----------------------------|
| <b>Vendor:</b>             | Management Partners | <b>Amount to be Approved:</b>      | \$25,000                   |
| <b>Type:</b>               | Amendment           | <b>Current FY Amount:</b>          | \$25,000                   |
| <b>Agreement No.:</b>      | 7417-16-HR          | <b>Total Contract Amount:</b>      | \$49,500                   |
| <b>Amendment No.:</b>      | N/A                 | <b>Funding Source:</b>             | 101 - General Fund         |
| <b>Purchase Order No.:</b> | 5888                | <b>Vendor Selection Process:</b>   | Informal Bids              |
| <b>Begin Date:</b>         | 04/11/2016          | <b># of Bids/Proposals/Quotes:</b> | 3                          |
| <b>End Date:</b>           | 12/29/2016          | <b>Project Manager:</b>            | Loretta L. Fisher          |
| <b>Term:</b>               | 9 Months            | <b>Department:</b>                 | Human Resources Department |
|                            |                     | <b>Telephone:</b>                  | 385-7459                   |
|                            |                     | <b>Email:</b>                      | loretta.fisher@oxnard.org  |

**Purpose:** Staff is requesting authorization to enter into a First Amendment with Management Partners in the amount of \$25,000 to continue providing assistance in the recruitment for technical/professional positions that require advanced degrees and certifications for the Public Works Department.

Management Partners was chosen for this project as they had more experience in dealing with government entities. The reason to continue with the amendment for these services is to preserve continuity of services. The consultant will continue focusing on Public Works operational needs only. Firms considered were Ralph Anderson and Associates and William Avery and Associates.

The First Amendment will increase the cost of the agreement by \$25,000 for a total amount not to exceed \$49,500.



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.:**

**DATE:** July 12, 2016

**TO:** City Council

**THROUGH:** Greg Nyhoff, City Manager  
Office of the City Manager

**FROM:** Daniel Rydberg, Public Works Director

**SUBJECT:** Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7886) for GS16-02-Eastwood Park Improvements Project

**CONTACT:** Ralph Alamillo, Public Works  
Ralph.Alamillo@oxnard.org, 385-8341

**RECOMMENDATION:**

That City Council Award contract A-7886 to the lowest responsible and responsive bidder, Unlimited Engineering Contracting in the amount of \$128,500.00 for the Eastwood Park Improvements Project, and authorize the purchasing agent to execute the contract upon receipt of final documents.

**BACKGROUND**

On July 9, 2015, the restroom building at Eastwood Park was vandalized and set on fire. The vandalism and fire affected the structural integrity of the roof of the restroom. As a precaution, the City closed the restroom building and it has remained closed pending award of this contract. In order to increase security and to minimize the opportunity for future vandalism, the City will be adding lighting to Eastwood Park as part of this contract. Finally, the current Eastwood Park sign is not up to current City Parks standards and this contract will also involve the replacement of the existing Eastwood Park sign with a new sign that meets the new City Parks standard.

On December 15, 2015, City Council approved project plans and specifications and authorized staff to conduct a public bid. The first advertisement for the public bid was on March 17, 2016 and the second was on March 24, 2016. The public bid process started March 21, 2016 and closed with a public bid opening on April 20, 2016. City Procurement received four bids as

Authorization to Issue and Execute a Contract (A-7786) for Eastwood Park Improvements  
 Project  
 July 12, 2016  
 Page 2

follows:

| Contractor:                       | Base Bid  | Tree Work |           |
|-----------------------------------|-----------|-----------|-----------|
|                                   |           | Alternate | Total     |
| Unlimited Engineering Contracting | \$128,500 | \$25,000  | \$153,500 |
| California Electrical Company     | \$188,712 | \$24,300  | \$213,012 |
| Hanson and Son Construction Inc.  | \$209,200 | \$65,800  | \$275,800 |
| Salix Development Inc.            | \$233,000 | \$31,000  | \$264,000 |

The department staff decided to delete the tree work alternate and award the base bid of \$128,500 to Unlimited Engineering Contracting, Inc. and the Contract Compliance Review Committee has agreed with the award of this contract following procurement staff review of all documentation received including checks of required license and registration with State DIR per SB854; Occupational Safety & Health Administration (OSHA) website; records for debarment; and any labor compliance issues. Even though the material and labor costs for the electrical work was higher than the Engineer's Estimate, the bid received from Unlimited Engineering Contracting has been found to be a responsible and responsive bid and only about eight percent above the estimate.

Engineer's Estimate of Total Project Cost:

|                                 |                 |
|---------------------------------|-----------------|
| Contract                        | \$118,604       |
| Contingencies                   | \$ 11,860       |
| Services from other programs*   | \$ 10,000       |
| Outside construction services** | <u>\$ 6,425</u> |
| Total                           | \$146,889       |

Costs other than the contract price includes contingencies, \*services from other programs (City staff time for contract administration, construction management, survey needs, and inspections) and \*\*outside construction services (soils testing, materials testing and permits).

## FINANCIAL IMPACT

Funding in the amount of \$128,500 for work under this contract will be from the Eastwood Park Rehab Reserves, project 135715 and Carriage Square Neighborhood Park Improvements, project 145704.



Page 1 of 1

**Cost Estimate - Eastwood Park  
Park Improvements**

**Prepared By:  
Jordan, Gilbert & Bain  
Landscape architects, Inc.  
December 2, 2015**

|    |                                   |                     |
|----|-----------------------------------|---------------------|
| A. | New Park Sign (precast concrete): |                     |
|    | Allowance                         | \$ 5,000.00         |
| B. | Tree Work:                        |                     |
|    | 65 total @ \$900.00               | \$58,500.00         |
| C. | Electrical and Lighting:          |                     |
|    | Light heads 12 ea. @ \$1,800      | \$21,600.00         |
|    | Light poles 6 ea. @ \$4,000       | \$24,000.00         |
|    | New wiring 990 lin. Ft. @ \$10    | \$ 9,900.00         |
|    | New pull boxes 4 ea. @ \$150      | \$ 600.00           |
|    | New Clock 1 ea. @\$500            | \$ 500.00           |
|    | Concrete Footings 6 ea. @ \$600   | <u>\$ 3,600.00</u>  |
|    | Total Electrical                  | \$39,675.00         |
| D. | Concrete paving:                  |                     |
|    | 96 sq. ft. @ \$12                 | \$ 1,152.00         |
| E. | Restroom renovation:              |                     |
|    | Roofing LS allowance              | \$10,000.00         |
|    | Wood Framing LS allowance         | \$ 7,500.00         |
|    | New fixtures LS allowance         | \$17,250.00         |
|    | New partitions LS allowance       | \$ 5,875.00         |
|    | Painting LS allowance             | <u>\$ 6,250.00</u>  |
|    | Total Restroom Renovation         | \$46,875.00         |
|    | Sub Total                         | \$151,202.00        |
| F. | General Conditions:               | <u>\$15,120.00</u>  |
|    | Sub Total                         | \$166,322.00        |
|    | Contingency 10%                   | <u>16,632.00</u>    |
|    | Total                             | <b>\$182,954.00</b> |

CITY OF OXNARD  
SPECIFICATION NUMBER GS16-02

BID DOCUMENTS (BLUE SHEETS)  
FOR

PROJECT TITLE: - GS16-02 - EASTWOOD PARK IMPROVEMENT PROJECT

**BRIEF DESCRIPTION OF PROJECT: Eastwood Park Improvements.** -Scope of work includes reconstruction of the burnt out roof of the restroom building; lighting improvements; and replacement of a monument sign at Eastwood Park.

Specification Number GS16-02 includes 11 pages of bid documents. Drawing No. GS16-02 includes 10 sheets of plans.

Work must begin within 14 calendar days after the Notice to Proceed is issued. Work is to be complete in 90 calendar days. Liquidated damages will be assessed at \$1,500 per calendar day.

Payment shall be in accordance with the provisions of Section 9-3 of the Standard Specifications for Public Works Construction.

CONTRACTOR'S FAILURE TO COMPLETE THIS SECTION  
MAY CAUSE REJECTION OF THE BID

Name UNLIMITED ENGINEERING CONTRACTING INC  
Physical Address 950 FIRESTONE CIR  
Mailing Address 950 FIRESTONE CIR  
City SIMI VALLEY State CA Zip Code 93065  
Telephone No. 818-652-6922 Fax No. 818-805-306-1247

Bidder's Failure to Complete  
All Items Contained On This Page  
May Cause Rejection of Your Bid

**CITY OF OXNARD  
SPECIFICATION NUMBER GS16-02**

**PROJECT OVERVIEW**

The following description of the amount of work to be done and materials to be furnished by the contractor is an approximation provided for your use in preparing a bid. The City of Oxnard does not expressly or by implication warrant that the actual amount of work or materials awarded will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of the work or materials or to delete any of the work or materials, as the City deems necessary or expedient. If the description includes more than one job, the City may decide to award a contract for only one or less than all of the jobs included in the bid submitted.

---

**DESCRIPTION**

---

The work to be performed under this project contract will include restroom renovation of the burnt out roof of the restroom building. Electrical and lighting Improvement. Replacement of a Monument sign (New Park Sign) at Eastwood Park.

**Bidder's Failure to Complete  
All Items Contained On This Page  
May Cause Rejection of Your Bid**

**CITY OF OXNARD  
SPECIFICATION NUMBER GS16-02**

**BID SCHEDULE OF WORK AND PRICES**

**BIDDER'S NAME** \_\_\_\_\_

| ITEM NO.           | DESCRIPTION             | PAYMENT REF. | UNIT OF MEASURE | EVALUATION QTY* | UNIT COST | TOTAL                |
|--------------------|-------------------------|--------------|-----------------|-----------------|-----------|----------------------|
| 1                  | New Monument Sign       | n/a          | LS              | 1               | 8500      | \$8500 <sup>00</sup> |
| 2                  | Electrical and Lighting | n/a          | LS              | 1               | 80,000    | 80,000 <sup>00</sup> |
| 3                  | Restroom Renovation     | n/a          | LS              | 1               | 40,000    | 40,000               |
|                    | <b>ALTERNATE</b>        |              |                 |                 |           |                      |
| 4                  | Tree Work               | n/a          | LS              | 1               | 25,000    | 25,000               |
| <b>GRAND TOTAL</b> |                         |              |                 |                 | \$        | <b>153,500</b>       |

Base

\$128,500

Alternate = \$25,000

\$153,500

**Bidder's Failure to Complete  
All Items Contained On This Page  
May Cause Rejection of Your Bid**

**CITY OF OXNARD  
SPECIFICATION NUMBER GS16-02**

**BID SCHEDULE OF WORK AND PRICES**

GRAND TOTAL SUBMITTED - \$ 153,500.<sup>00</sup>

The grand total submitted is subject to verification. Item total will be verified by multiplying the unit cost with the approximate quantity. If any discrepancy is found, the unit prices will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "none" if appropriate.

The following addenda are  
acknowledged and attached:

| NO.  | DATED | NO. | DATED |
|------|-------|-----|-------|
| NONE |       |     |       |
|      |       |     |       |
|      |       |     |       |

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED 4-20-2016 AT SIMI VALLEY CA

COMPANY NAME UNLIMITED ENGINEERING CONTRACTING INC

SIGNATURE KCS TITLE PRESIDENT  
(Sole Owner, Partner, Corporate Officer)\*

\*Person signing must be listed on records of Contractors State License Board.

**Bidder's Failure to Complete  
All Items Contained On This Page  
May Cause Rejection of Your Bid**

**CITY OF OXNARD  
SPECIFICATION NUMBER GS16-02**

**REFERENCES**

**BIDDER'S NAME** UNLIMITE ENGINEERING CONTRACTING INC

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

|                                                    |                                         |                                  |
|----------------------------------------------------|-----------------------------------------|----------------------------------|
| Project Description<br><i>RESTROOM RENOVATIONS</i> |                                         |                                  |
| Owner<br><i>CITY OF COVINA</i>                     | Project Location<br><i>COVINA PARK</i>  |                                  |
| Project Cost<br><i>300,000</i>                     | Project Manager<br><i>ROBERT STANES</i> | Telephone<br><i>818-388-0564</i> |

|                                                                |                                                                    |                                  |
|----------------------------------------------------------------|--------------------------------------------------------------------|----------------------------------|
| Project Description<br><i>CHALLENGER FIELD BASEBALL FIELDS</i> |                                                                    |                                  |
| Owner<br><i>SIMI VALLEY PARK &amp; REC</i>                     | Project Location<br><i>3150 SCHOOL STREET SIMI VALLEY CA 93065</i> |                                  |
| Project Cost<br><i>280,000</i>                                 | Project Manager<br><i>TOM EVANS</i>                                | Telephone<br><i>805-584-4422</i> |

|                                                           |                                                                    |                                  |
|-----------------------------------------------------------|--------------------------------------------------------------------|----------------------------------|
| Project Description<br><i>PARK PLAYGROUND RENOVATIONS</i> |                                                                    |                                  |
| Owner<br><i>CITY OF WESTLAKE VILLAGE</i>                  | Project Location<br><i>RUSSEL PARKWAY PARK WESTLAKE VILLAGE CA</i> |                                  |
| Project Cost<br><i>58,000</i>                             | Project Manager<br><i>MIKE WRIGHT</i>                              | Telephone<br><i>818-706-1613</i> |



\_\_\_\_\_  
**SIGNATURE OF BIDDER**

**Bidder's Failure to Complete  
All Items Contained On This Page  
May Cause Rejection of Your Bid**

CITY OF OXNARD  
SPECIFICATION NUMBER GS16-02

**BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION**

BIDDER'S NAME UNLIMITED ENGINEERING CONTRACTING INC

The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

Yes \_\_\_\_\_ No X

2. If yes, explain the circumstances.

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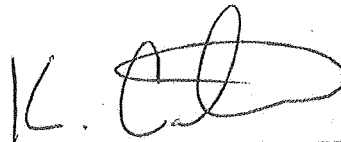
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SIGNATURE OF BIDDER

**Bidder's Failure to Complete  
All Items Contained On This Page  
May Cause Rejection of Your Bid**



**CITY OF OXNARD  
SPECIFICATION NUMBER GS16-02**

**BIDDER'S AFFIDAVIT**

**PROJECT** EASTWOOD PARK IMPROVEMENTS PROJECT

I depose and say that I am LEVIN CARTER  
(Print or type name and title)  
of UNLIMITED ENGINEERING CONTRACTING INC  
(Name of Company)  
950 FIRESTONE CIR SIMI VALLEY CA 93065  
(Address) (City) (State) (Zip Code)

Contractor's CA DIR Registration Number (Per SB854): \_\_\_\_\_

**A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE REQUIRED TO BID:**

Contractor's License No. 966591 FED TAX I.D. # 452278926

Classification: A-B

Contractor's License Expiration Date: 10-31-2017

City of Oxnard Business License Number (Not Required to Bid): \_\_\_\_\_

Data Universal Numbering System (D-U-N-S #): 034432170

Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.
4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated 4-20-16 at SIMI VALLEY, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(CORPORATE SEAL)

LEVIN CARTER  
SIGNATURE

**Bidder's Failure to Complete  
All Items Contained On This Page  
May Cause Rejection of Your Bid**

**CITY OF OXNARD  
SPECIFICATION NUMBER GS16-02**

**BIDDER'S QUESTIONNAIRE**

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains

| EVALUATION ELEMENTS                             |                                                                                                                                                                                                                                                                                                                                                                                                   |     |    |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| Standard Bidder Questions (applies to all bids) |                                                                                                                                                                                                                                                                                                                                                                                                   | Yes | No |
| 1                                               | Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?                                                                                                                                                                                                                                                                                                  | X   |    |
| 2                                               | Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.                                                                                                |     | X  |
| 3                                               | Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation. | X   |    |
| 4                                               | Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.                                                                                                                                             |     | X  |
| 5                                               | Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.                                                                                                                                                                           |     | X  |
| 6                                               | Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.                                                                       |     | X  |
| 7                                               | Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.                   |     | X  |
| 8                                               | Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.                                                                                                          |     | X  |
| 9                                               | Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.                                                                                                                                                    |     | X  |
| 10                                              | Has Bidder or any Related Company ever been found to be a non-responsible bidder by an agency or debarred? If so, provide the date and name of each and explain the circumstances.                                                                                                                                                                                                                |     | X  |
| 11                                              | Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let.                                                                                                                                                          | X   |    |
| 12                                              | Has Bidder or a Related Company within the past 5 years been investigated by OSHA or had an OSHA violation that resulted in a citation or other actions be taken against the company.                                                                                                                                                                                                             |     | X  |
| 13                                              | Prime Contractor and all of their listed Subcontractors MUST be registered with the DIR as required by SB 854                                                                                                                                                                                                                                                                                     | X   |    |

Contractor Officer's Signature:

K. L. L. PRESIDENT

Title

4-20-2016

Date

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

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## Establishment Search

### Reflects inspection data through 05/16/2016

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a specified inspection or inspections within a specified SIC.

**Note:** Please read important information below regarding interpreting search results before using.

Search By:

**Your Establishment search returned 0 results.**

**Establishment** Unlimited Engineering Contracting, Inc.

**State** California ▾ **Fed & State** ▾

**OSHA Office** All Offices ▾

**Case Status** ☒ All ☐ Closed ☐ Open

**Violation Status** ☒ All ☐ With Violations ☐ Without Violations

**Inspection Date**

**Start Date** May ▾ 18 ▾ 2011 ▾

**End Date** May ▾ 18 ▾ 2016 ▾

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#### Can't find it?

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#### NOTE TO USERS

The Integrated Management Information System (IMIS) was designed as an information resource for in-house use by OSHA staff and management, and by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

The source of the information in the IMIS is the local federal or state office in the geographical area where the activity occurred. Information is entered as events occur in the course of agency activities. Until cases are closed, IMIS entries concerning specific OSHA inspections are subject to continuing correction and updating, particularly with regard to citation items, which are subject to modification by amended citations, settlement agreements, or as a result of contest proceedings. THE USER SHOULD ALSO BE AWARE THAT DIFFERENT COMPANIES MAY HAVE SIMILAR NAMES AND CLOSE ATTENTION TO THE ADDRESS MAY BE NECESSARY TO AVOID MISINTERPRETATION.

The Integrated Management Information System (IMIS) is designed and administered as a management tool for OSHA to help it direct its resources. When IMIS is put to new or different uses, the data should be verified by reference to the case file and confirmed by the appropriate federal or state office. Employers or employees who believe a particular IMIS entry to be inaccurate, incomplete or out-of-date are encouraged to contact the OSHA field office or state plan agency which originated the entry.

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Washington, DC 20210  
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TTY  
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Search By:

**Your Establishment search returned 0 results.**

Establishment Joshua Gray Electric

State California



Fed & State



OSHA Office All Offices



Case Status ☒ All ☐ Closed ☐ Open

Violation Status ☒ All ☐ With Violations ☐ Without Violations

Inspection Date

Start Date May



18



2011



End Date May



18



2016



Submit

Reset

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The Integrated Management Information System (IMIS) was designed as an information resource for in-house use by OSHA staff and management, and by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

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Search By:

**Your Establishment search returned 0 results.**

Establishment

State



Fed & State



OSHA Office



Case Status ☒ All ☐ Closed ☐ Open

Violation Status ☒ All ☐ With Violations ☐ Without Violations

Inspection Date

Start Date



18



2011



End Date



18



2016



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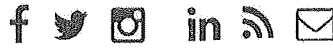
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**CITY OF OXNARD  
SPECIFICATION NUMBER GS16-02**

**SUBCONTRACTORS INFORMATION**

**BIDDER'S NAME** UNLIMITED ENGINEERING CONTRACTING INC

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

| The information requested below must be filled out completely. |                                         |                               | This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening. |       |
|----------------------------------------------------------------|-----------------------------------------|-------------------------------|-------------------------------------------------------------------------------------------------|-------|
| NAME OF SUBCONTRACTOR                                          | COMPLETE ADDRESS                        | DESCRIPTION OF WORK           | STATE LICENSE & CA DIR Registration Number                                                      |       |
|                                                                |                                         |                               | NUMBERS                                                                                         | CLASS |
| 1. JOSHUA GRAY<br>ELECTRIC                                     | 425 BARD RD<br>PORT HUENEME CA<br>93041 | LIGHT POST<br>E<br>ELECTRICAL | CA<br>891325<br>DIR<br>10000 27573                                                              | C-10  |
| 2.                                                             |                                         |                               |                                                                                                 |       |
| 3.                                                             |                                         |                               |                                                                                                 |       |
| 4.                                                             |                                         |                               |                                                                                                 |       |

**Bidder's Failure to Complete  
All Items Contained On This Page  
May Cause Rejection of Your Bid**



**CITY OF OXNARD  
SPECIFICATION NUMBER GS16-02**

**SUBCONTRACTORS INFORMATION**

**BIDDER'S NAME** UNLIMITED ENGINEERING CONTRACTING INC

| The information requested below must be filled out completely. |                  |                     | This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening. |       |
|----------------------------------------------------------------|------------------|---------------------|-------------------------------------------------------------------------------------------------|-------|
| NAME OF SUBCONTRACTOR                                          | COMPLETE ADDRESS | DESCRIPTION OF WORK | STATE LICENSE & CA DIR Registration Number                                                      |       |
|                                                                |                  |                     | NUMBERS                                                                                         | CLASS |
| 5.                                                             |                  |                     |                                                                                                 |       |
|                                                                |                  |                     |                                                                                                 |       |
| 6.                                                             |                  |                     |                                                                                                 |       |
|                                                                |                  |                     |                                                                                                 |       |
| 7.                                                             |                  |                     |                                                                                                 |       |
|                                                                |                  |                     |                                                                                                 |       |
| 8.                                                             |                  |                     |                                                                                                 |       |
|                                                                |                  |                     |                                                                                                 |       |
| 9.                                                             |                  |                     |                                                                                                 |       |
|                                                                |                  |                     |                                                                                                 |       |
| 10.                                                            |                  |                     |                                                                                                 |       |
|                                                                |                  |                     |                                                                                                 |       |

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May Cause Rejection of Your Bid**

# Certificate of Publication

Ad #987572

In Matter of Publication of:

Public Notice

State of California)

)))§

County of Ventura)

I, **Wendy Worman**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

March 18, 25, 2016

I, Wendy Worman certify under penalty of perjury, that the foregoing is true and correct.

Dated this March 28, 2016; in Camarillo, California, County of Ventura.

  
**Wendy Worman**

**NOTICE TO BIDDERS**

The Oxnard City Council has authorized the invitation to bid on Project Specification Number CS16-02 for the Eastwood Park Improvement Project. The work will consist of reconstruction of the burnt out roof of the restroom building, lighting improvements, and replacement of a monument sign at Eastwood Park. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A to be considered as a prime contractor eligible for award of this project. New Public Works Contractor Registration Law (SB 694) requires that all Contractors and Subcontractors be registered with the BIR. For City policy no engineer's construction estimate is provided for public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room: CyberDocs USA - [www.cyberdocs.com/oxnardcityca](http://www.cyberdocs.com/oxnardcityca) or phone (805) 432-7338. Fax (805) 432-7338. A non-refundable fee of \$15.00 plus \$20.00 shipping and handling starting on MONDAY, MARCH 28, 2016. The Plans and Specifications may be obtained in electronic medium format CDs for a non-refundable fee of \$35.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office, Phone (805) 385-7338.

A non-mandatory pre-bid Conference will be held in the City Council Chambers, City Center, 305 West Third Street, Oxnard, 93301, on WEDNESDAY, April 6, 2016. All prospective bidders are urged to attend.

Some or all of this project is funded with Federal Grant funds and proper selection of Subcontractors is required with a Good Faith Effort required to prove this was done in accordance with Federal requirements in the Code of Federal Regulations 48 CFR 23. The successful Contractor shall cooperate with the Ventura County Transportation Commission (VCTC) in meeting VCTC's State Neutral Commitments and goals for maximum local economic development and business development and contractors will use its best efforts to ensure DBES shall have the maximum practicable opportunity to compete for subcontract work under this contract. All contractors, Prime and Subs, will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determination or Davis Bacon. The HIGHER of the State or Federal Wage Rate shall be used. These current determinations are included in the specifications. A permanent wage determination must be posted on the jobsite. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 10% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided by the online Plan Room for the City and the bidder must be a PEAK HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 300 West Third Street, 4th Floor, Oxnard, CA 93301 before 2:00 P.M. on WEDNESDAY, April 20, 2016. Immediately thereafter all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93301.

FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO Contract Procurement Office - 805-385-7338.

Ad Dates 3/18/16, 3/25/16 Ad No. 987572

# In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

## CERTIFICATE OF PUBLICATION

### TYPE OF NOTICE

NOTICE TO BIDDERS

PROJECT SPECIFICATION NUMBER GS16-02

EASTWOOD PARK IMPROVEMENT PROJECT

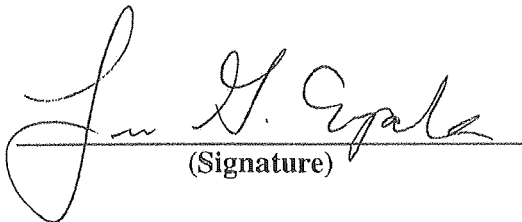
STATE OF CALIFORNIA  
COUNTY OF VENTURA

I Luis Ayala  
hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

Mar 17, 24, 2016

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

24th day of March 2016

  
(Signature)

### NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number GS16-02 for the Eastwood Park Improvement Project. The work will consist of reconstruction of the burnt out roof of the restroom building; lighting improvements; and replacement of a monument sign at Eastwood Park. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A to be considered as a prime contractor qualified for award of this project. New Public Works Contractor Registration Law (SB 854) requires that all Contractors and Subcontractors be registered with the DIR. Per City policy no engineer's construction estimate is provided for public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopyUSA - [www.cybercopyreprographics.com](http://www.cybercopyreprographics.com), or phone (805) 432-6738; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$20.00 shipping and handling starting on MONDAY, NOVEMBER 9, 2015. The Plans and Specifications may be obtained in electronic medium format-CD's for a non-refundable fee of \$35.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office, Phone (805) 385-7538.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, April 6, 2016. All prospective bidders are urged to attend.

Some, or all, of this project is funded with Federal Grant funds and proper solicitation of Subcontractors is required with a Good Faith Effort required to prove this was done in accordance with federal requirements in the Code of Federal Regulations 49 CFR 23. The successful Contractor shall cooperate with the Ventura County Transportation Commission (VCTC) in meeting VCTC's race neutral commitments and goals for maximum utilization of Disadvantaged Business Enterprises (DBEs) and contractor will use its best efforts to ensure DBEs shall have the maximum practicable opportunity to compete for sub-contract work under this contract. All contractors, Prime and Subs, will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determination or Davis-Bacon. The HIGHER of the State or Federal Wage Rate shall be used. These current determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Eserow Agreement for security deposits in lieu of retention.

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FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO Contract Procurement Office -- 805-385-7538.

Published VCVN Dates: 03/17/16 and 03/24/16


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## Public Works

## Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

Current Fiscal Year: 2015/16 ▼

PWC Registration Number:

example: 1234567890

Contractor Legal Name:

UNLIMITED ENGINEERING CONTRACTING INC

Contractor License Lookup

License Number:

example: 123456

County:

VENTURA ▼

Search

Reset

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## Search Results

One registered contractor found. 1

Details Legal Name

Registration  
Number

County

City

Registration  
DateExpiration  
Date

View UNLIMITED ENGINEERING CONTRACTING INC.

1000006602 VENTURA

SIMI VALLEY

06/29/2015

06/30/2016

v2.20160101

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Public Works

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Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name:  [Contractor License Lookup](#)

License Number:

County:

Search

1000006607 Contractor Details

## Search Results

One registered contractor found. 1

Details Legal Name

View UNLIMITED ENGINEERING CONTRACTING

[Contractor Information](#) | [Legal Entity Information](#) | [Workers' Compensation](#)

## Legal Name

UNLIMITED ENGINEERING CONTRACTING INC.

## Legal Entity Type

CORPORATION

## Trade Name

UNLIMITED ENGINEERING CONTRACTING INC.

## License Number(s)

CSLB :966591

## Mailing Address

950 FIRESTONE CIRCLE  
SIMI VALLEY, CA 93065

## Physical Address

950 FIRESTONE CIRCLE  
SIMI VALLEY, CA 93065

## Email Address

UNLIMITEDENGINEERING101@YAHOO.COM

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Public Works

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Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

|                                       |                                |                                      |
|---------------------------------------|--------------------------------|--------------------------------------|
| Registration Year:                    | Current Fiscal Year: 2015/16 ▼ |                                      |
| PWC Registration Number:              | 1000027573                     |                                      |
| Contractor Legal Name:                | example: ABC COMPANY           | Contractor License Lookup            |
| License Number:                       | example: 123456                |                                      |
| County:                               | Select County ▼                |                                      |
| <input type="button" value="Search"/> |                                | <input type="button" value="Reset"/> |

 Export as: [Excel](#) | [PDF](#)

### Search Results

One registered contractor found. 1

| Details              | Legal Name        | Registration Number | County  | City         | Registration Date | Expiration Date |
|----------------------|-------------------|---------------------|---------|--------------|-------------------|-----------------|
| <a href="#">View</a> | JOSHUA JAMIE GRAY | 1000027573          | VENTURA | PORT HUENEME | 08/05/2015        | 06/30/2016      |
|                      |                   |                     |         |              |                   | v2.20160101     |

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Registration Year:

PWC Registration Number:

Contractor Legal Name:

[Contractor License Lookup](#)

License Number:

County:

Search

1000027573 Contractor Detail

### Search Results

One registered contractor found. 1

Details Legal Name

View JOSHUA JAMIE GRAY

[About DIR](#)

[Who we are](#)

[DIR Divisions, Boards & Commissioners](#)

[Contact DIR](#)

[Conditions of U](#)

#### Contractor Information

#### Legal Entity Information

#### Workers' Compensation

##### Legal Name

JOSHUA JAMIE GRAY

##### Legal Entity Type

SOLE PROPRIETOR

##### Trade Name

GRAY ELECTRIC

##### License Number(s)

CSLB :891325

##### Mailing Address

425 BARD RD  
PORT HUENEME, CA 93041

##### Physical Address

425 BARD RD  
PORT HUENEME, CA 93041

##### Email Address

JOSHUAGRAYELECTRIC@HOTMAIL.COM



## DLSE Debarments

The following contractors are currently barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor, for the period set forth below:

As part of your due diligence, we suggest that you also check:

- Contractor status at the Contractors State License Board (CSLB)
- The Federal debarment list at the Excluded Parties List System

For a list of past DLSE debarments of public works contractors, please contact:

Susan Nakagama  
Special Assistant to the Labor Commissioner  
1515 Clay Street  
Suite 401  
Oakland, CA 94612 [SNakagama@dir.ca.gov](mailto:SNakagama@dir.ca.gov)

| Name of contractor                                                                                                                                                                                                                                                | Period of debarment    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <b>Fast Demolition, Inc.</b><br>601-C East Palomar Street #123<br>Chula Vista, CA 91911<br>CSLB Number: #792729<br><br><b>Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.</b><br><br>Decision | 4/1/44 through 3/31/47 |
| <b>Fast Demolition, Inc.</b><br>601-C East Palomar Street #123<br>Chula Vista, CA 91911<br>CSLB Number: #792729<br><br><b>Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.</b><br><br>Decision | 4/1/41 through 3/31/44 |
| <b>Fast Demolition, Inc.</b><br>601-C East Palomar Street #123<br>Chula Vista, CA 91911<br>CSLB Number: #792729<br><br><b>Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.</b><br><br>Decision | 4/1/36 through 3/31/39 |
| <b>Fast Demolition, Inc.</b><br>601-C East Palomar Street #123<br>Chula Vista, CA 91911<br>CSLB Number: #792729<br><br><b>Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.</b><br><br>Decision | 4/1/33 through 3/31/37 |
| <b>Fast Demolition, Inc.</b><br>601-C East Palomar Street #123<br>Chula Vista, CA 91911                                                                                                                                                                           | 4/1/33 through 3/31/37 |





**CITY COUNCIL  
AGENDA REPORT**

*DM*  
**TYPE OF ITEM: Info/Consent**  
**AGENDA ITEM NO.: I-5**

**DATE:** December 15, 2015

**TO:** City Council

**THROUGH:** Greg Nyhoff, City Manager  
Office of the City Manager

*GM* *TA*  
*TRB*

**FROM:** Todd Vasquez-Housley  
Interim Deputy Public Works Director

**SUBJECT:** Approval of Plans and Specifications for GS16-02 Eastwood Park Improvements Project

**CONTACT:** Michael Henderson, General Services Manager  
[Michael.henderson@ci.oxnard.ca.us](mailto:Michael.henderson@ci.oxnard.ca.us), 385-7950

*MA*

**RECOMMENDATION**

That City Council approve plans and specifications for Project Specification No. GS16-02 Eastwood Park Improvements for the reconstruction of the burnt out roof of the restroom building at Eastwood Park; lighting improvements at Eastwood Park; replacement of a monument sign at Eastwood Park; and authorize staff to conduct a public bid for this project.

**DISCUSSION**

On July 9, 2015, the restroom building at Eastwood Park was vandalized and set on fire. The vandalism and fire affected the structural integrity of the roof of the restroom and as a precaution, the City closed the restroom building. It has remained closed pending this project approval. In order to increase security and to minimize the opportunity for future vandalism, the City will be adding lighting to Eastwood Park as part of this project proposal. Finally, the current Eastwood Park sign is not up to current City Parks standards. This proposed project will also involve the replacement of the existing Eastwood Park sign with a new sign that meets the new City Parks standard.

Note: Copy of Project Specification No. GS16-02 and plans are available for review at the Contract Procurement Office, 1060 Pacific Avenue, Bldg. 2, Oxnard after 8:00 a.m. on Monday, December 7<sup>th</sup>.

**FINANCIAL IMPACT**

Sufficient funds exist in the Quimby Reserve Fund--Project 135715—to cover the project upon Council approval.

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**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Council  
Business**

**AGENDA ITEM NO.:**

**DATE:** July 12, 2016

**TO:** City Council

**FROM:** Stephen Fischer, City Attorney

**SUBJECT:** Report and Recommendations on City Council Ethical Standards and Guidelines

**CONTACT:** Stephen Fischer, City Attorney  
Stephen.Fischer@oxnard.org, 385-7483

**RECOMMENDATION:**

That the City Council review and provide direction regarding the Ethics Advisory Subcommittee Report and Recommendations on City Council Ethical Standards and Guidelines.

**BACKGROUND**

On April 18, 2012, the Ventura County District Attorney released *A Report on the Public Integrity Investigation of Oxnard City Officials*. Following the report, the City held an ethics workshop on November 6, 2013. The workshop was designed for the City leadership team, comprised of the City Council and executive staff, to have a discussion about the values they hold and the behaviors and actions that support those values. On December 2, 2013, a second workshop was held for the public, with a focus on community values and the actions and behaviors that support those values.

In July 2014, the City Council Procedures Committee sought applicants to serve on the Ethics Advisory Subcommittee. The subcommittee was formed in 2015 to review three documents: the District Attorney's investigative report, and the two Ethics Workshop documents. After analyzing the documents, the subcommittee drafted a report [Attachment A] detailing recommendations on such issues as a City Council conflict of interest policy, updating City policies, and measures to ensure compliance and accountability.

Consideration of the subcommittee's report is a step toward re-establishing public trust in local government. The recommendations include the adoption of a City Council conflict of interest policy. The policy provides guidance regarding gifts, honoraria, employment with the City's

## Report and Recommendations on City Council Ethical Standards and Guidelines

July 12, 2016

Page 2

business partners, contact with business partners during the bidding process, ethics training and financial reporting, and ex parte communications. The report also recommends revising the existing credit card policy. Additionally, the subcommittee recommends that the Council follows a series of general ethics practices and values. Since the recommendations are only effective to the degree of City Council compliance, the subcommittee recommends that the City Council explores the option of hiring a Chief Ethics Compliance Officer to plan, implement and monitor an Ethics Compliance Program. Further, the subcommittee recommends that Council members sign a Conflict of Interest Policy and an Ethics Policy Compliance Form, signaling Council's commitment to high systemic ethical standards.

### **FINANCIAL IMPACT**

There is no fiscal impact with the consideration of this item.

# ETHICS ADVISORY SUBCOMMITTEE

## REPORT AND RECOMMENDATIONS ON CITY COUNCIL ETHICAL STANDARDS AND GUIDELINES

### PREPARED FOR **THE OXNARD CITY COUNCIL PROCEDURES COMMITTEE**

#### **ETHICS ADVISORY SUBCOMMITTEE MISSION STATEMENT**

The restoration of public trust that the City of Oxnard government will operate under the highest ethical standards is the core mission of this Ethics Advisory Subcommittee.

#### **ETHICS ADVISORY SUBCOMMITTEE TASK**

The Ethics Advisory Subcommittee will address the systemic collapse of an ethical corporate culture as documented in the Ventura County District Attorney's Report on the Public Integrity Investigation of Oxnard City Officials, issued on April 18, 2012. This Subcommittee will analyze three documents: the Ethics Report from the November 6th, and December 2nd, 2013 Ethics Workshops, and the Ventura County District Attorney's Report on the Public Integrity Investigation of Oxnard City Officials, issued on April 18, 2012.

The task of the Ethics Advisory Subcommittee is to prepare a report for the City Council Procedures Committee to consider presenting to the full City Council regarding policies that should be implemented to address ethics in city government, specifically the City Council.

#### **INTRODUCTORY STATEMENT**

The Ethics Advisory Subcommittee offers the following recommendations with the acknowledgement that the City Council Procedures Committee may or may not recommend their adoption to the full City Council. This report does not suggest changing the Oxnard City Code. State law and specifically the Fair Political Practices Commission offer a very firm base for the official conduct of our elected representatives and thereby prevent many potential conflicts of interests.

However, the Ethics Advisory Subcommittee strongly advises adopting and implementing all of the report's recommendations, including the eventual hiring of a Chief Ethics Compliance Officer. The City Council members should aspire to comply with the more stringent guidelines offered in this report. This document and its voluntary adoption will serve as a very important step in helping reestablish public trust in local government.

## Statement on Ethical Governance

“Democratic government can function properly only when the citizenry has confidence in its public officials. Once public trust is damaged, it is difficult to reestablish. As a result, a public agency may not be able to function effectively. Moreover, individual careers or reputations may be irreparably damaged. Hence, it is imperative to foster the highest standards of personal integrity and honesty in discharging public duties. Public officials should never compromise their honesty or integrity for personal gain or advancement. They should remain sensitive to the values of the public they serve. The citizens, businesses and employees of Oxnard are entitled to fair and ethical local government. The ethical operation of local government therefore requires that decision-makers be independent, impartial and accountable. It is the Council’s and the public’s expectation that our city government will act in ways that inspire and retain the trust and confidence of the community we serve.”<sup>1</sup>

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<sup>1</sup> Adapted from the City of Morgan Hill Ethics Policy

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# **CONFLICT OF INTEREST POLICY FOR THE CITY COUNCIL**

## **GIFTS**

City Councilmembers shall not accept at any time or over any period of time any gift from any person or business entity, which to the knowledge of the Councilmember, does business or is interested in doing business with the City. Councilmembers shall not accept any gift at all from any such person or business entity when to do so would create an impropriety or an appearance of an impropriety leading to a perception of favoritism in the Councilmember's discharge of his or her official duties. In addition, Councilmembers may have a possible conflict of interest in making decisions that could conceivably enrich them, their friends or family. These conflicts may occur when Councilmembers, their friends and family have personal financial interests in matters that are the subject of government decisions.

City Councilmembers should not accept gifts, gratuities, or favors of any kind. Councilmembers shall make a quarterly report, similar to Form 700, on gifts received by themselves, their spouses and their dependent children from any source that might be perceived as a potential business partner of the City, to be kept on file with the City Clerk.

## **HONORARIA**

Councilmembers shall not accept payments of honoraria, which shall be defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event or like gathering. Councilmembers shall be allowed to accept reasonable reimbursement from the sponsoring organizations for incurred expenses.

## **EMPLOYMENT WITH BUSINESS PARTNERS OF THE CITY OF OXNARD**

The negotiating or accepting future employment with persons and businesses that have had or may have business matters pending before the City Council should be avoided by the Councilmembers, their immediate families and close friends. Failing to do so presents ample opportunities for the perception of abuse of the public trust.

## **CONTACT WITH BUSINESS PARTNERS DURING THE BIDDING PROCESS**

Relationships between the City Councilmembers and contractors and vendors shall be circumscribed in the following manner: when the bidding process is officially open, Councilmembers shall have no contact with any bidder until the process is completed. Further, Councilmembers participating in the selection process for City contracts shall sign an annual non-disclosure form, as provided in Exhibit A, and kept on file with the City Clerk.



### **ETHICS TRAINING AND FINANCIAL REPORTING**

There shall be biennial ethics training as required by State law AB 1234 and each Council member shall undergo such training and sign a statement of understanding and compliance, as provided in Exhibit B, on file with the City Clerk. Councilmembers must file quarterly public disclosure reports similar to the FPPC's Form 700 regarding certain personal financial interests to help identify possible conflicts, on file with the City Clerk.

**Note:** all ethics related forms and certificates shall be kept with the council members' Form 700's on file with the City Clerk.

### **STATEMENT ON EX PARTE COMMUNICATIONS**

The following statement is to be read by the presiding officer before discussion on all public hearing items with a potential for ex parte communication:

"At this time, I would like to ask each council member to state on the record whether or not he or she has received any oral or written ex parte communication regarding this agenda item that is not already contained in the record before us on this matter. Please disclose the substance of that information only if that information is not contained in the record before us on this matter."

## **City Council Use of City-Issued Credit Cards**

According to the Ventura County District Attorney's Report on the Public Integrity Investigation of Oxnard City Officials, City practices regularly permitted officials to make personal purchases on city credit cards while traveling. Under the City's record keeping practices, the personal purchases were rarely itemized and, in those circumstances where there was reimbursement, the amounts were unverifiable.

It is evident that this is a complex issue and can lead to abuse of the public trust. Therefore, it is the recommendation of the Ethics Advisory Subcommittee that the members of the Oxnard City Council do not have access to City-issued credit cards. It is possible for the City to pre-pay many of the expenses incurred by council members during the course of their appointed duties, negating the need for city-issued credit cards. For emergencies, council members would use their personal credit cards and submit receipts to the City Manager for reimbursement no later than two weeks after submission. Therefore, the Ethics Advisory Subcommittee strongly recommends revising existing policy.

Implementing a more rigorous oversight and recordkeeping process, and consistently requiring every official to itemize and personally verify all expenses can remedy many of the public's concerns. In cooperation with the City Manager, monthly expense reports shall be submitted by the Treasurer, verified by original receipts and posted to the City's web site. Failure to comply with reporting protocols or provide proof of authorized expenses shall be grounds for censure of the offending elected official and denial of claim. Strict and complete adherence to these procedures shall be an integral performance metric of the City Manager's job evaluation process.

As of February 1, 2011, the City implemented a fixed per diem rate for all employees and elected officials, using federal per diem rates. A City of Oxnard resolution and state law limit the amount City councilmembers can be reimbursed for meal expenses to IRS rates. State law also requires that a City councilmember must seek prior approval at a city council meeting to exceed IRS reimbursement rates. The revised policy no longer permits officials to exceed the per diem rate. The City also developed new travel expense forms specifically for City Council to ensure compliance with Government Code requirements. These forms shall be posted to the City's web site on a monthly basis. The City Manager must bear ultimate responsibility for demanding strict adherence to these recommendations and the overall rate of compliance shall be reflected in the City Manager's job evaluation. This will require an update on the current City policy.

# GENERAL ETHICS PRACTICES AND VALUES FOR THE CITY COUNCIL

## General Practices

- Lead by example.
- Have good internal policies, enforce and abide by them.
- Participate in ethics training on a regular basis.
- Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.<sup>2</sup>
- Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.<sup>3</sup>
- Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the individual may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.<sup>4</sup>
- Recognize that the chief function of local government at all times is to serve the best interests of all people.<sup>5</sup>
- Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.<sup>6</sup>
- Seek no favor; believe that personal aggrandizement or profit secured by confidential information or by misuse of public time is dishonest.<sup>7</sup>

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## Values<sup>8</sup>

### Value 1. Be a model local government for ethical behaviors.

- Have policies that are current and provide clarity about expectations.
- Ensure accountability.
- Set higher standards and enforce the standards.

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<sup>2</sup> Adapted from the ICMA Code of Ethics, Tenet 1

<sup>3</sup> Adapted from the ICMA Code of Ethics, Tenet 2

<sup>4</sup> Adapted from the ICMA Code of Ethics, Tenet 3

<sup>5</sup> Adapted from the ICMA Code of Ethics, Tenet 4

<sup>6</sup> Adapted from the ICMA Code of Ethics, Tenet 9

<sup>7</sup> Adapted from the ICMA Code of Ethics, Tenet 12

<sup>8</sup> Pages 3-7, City of Oxnard Community Ethics Visioning Workshop

- Have an independent third party who is impartial make the call on whether something is unethical.
- Understand that mistakes happen; be patient with reasonable expectations.
- Create a process to ensure that Oxnard values and corresponding behaviors are being enforced.
- Cultivate a positive, productive working environment.
- Practice open communication to ensure transparency.
- Ensure that checks and balances are built into the system as safeguards.
- Admit to mistakes.
- Follow through on promises.

**Value 2. Tell the truth.**

- Always provide the whole truth.

**Value 3. The ends do not justify the means.**

- Don't skirt laws, policies and procedures in the name of expediency to accomplish a worthy goal.
- The best decisions require time.
- Just because you can act, doesn't mean you should.

**Value 4. Have policies and practices that support our ethics.**

- Seek out best practices from other organizations.
- Review existing policies and make changes to ensure they are best practices and support our values.
- Determine needs in updating our policies and allocate resources to update them.
- Communicate our policies (including to individuals who may be outside the City organization and may not know our policies).
- Educate people on the underlying "why" of the policies.
- Be transparent with the public; have easy access to our policies.
- Communicate complex items clearly to foster transparency.

**Value 5. Act in the best interest of the public at all times.**

- Take the best actions that will do the most good for a majority of the people, even if it is an unpopular decision.
- Use education and communication to explain the public interests being served.
- Have high personal conduct – do the right thing when no one is watching.
- Manage expectations and provide enough time to afford staff an opportunity to gather information to assist the Council in making the best decisions.
- Understand that reasonable people may disagree about what the "best interests of the community" are.
- Understand there are competing interests in many decisions.

- Understand that we need to act in the best interest of the community, even when there is a vocal group with a particular position; there are silent community members who don't verbalize their points of view, but the City Council must take their needs into consideration.
- There should be full disclosure when presenting information on issues, including the positive and negative aspects of an issue.
- Treat all neighborhoods and resident classes equitably.
- Share rationale for decision-making with the public.
- Know that a lack of information creates misunderstandings.
- Recognize that sometimes doing the right thing takes sacrifice; integrity is more important than self-preservation.

**Value 6. Be accountable and responsible for our own behaviors.**

- Expect everyone to operate within the City's guiding values.
- Create and maintain a culture of respect.
- Recognize when mistakes are made, deal with them, and move forward; operate in the present.
- Move from accuse and diminish to trust but verify.
- Support an approach of "we are all in this together".
- Continue to get things done and focus on the right things, even when dynamics are difficult.
- Be honest with fellow Councilmembers, the public and staff.
- Have consequences for unethical behaviors.
- Speak up when values are not being upheld.
- Provide a safe way for employees to bring a problem to light safely (i.e. a whistleblower policy).

**Value 7. Respect the Council - Manager form of government.**

- Take initiative to understand each other's roles – Council's policy role, staff's expertise and operational role.
- Strive for good teamwork between Council and staff.
- Follow established lines of communication from the Council to staff.
- Council and staff should lead by example in creating a culture of respect.
- There should be an effort to establish trust between Council and staff.
- Provide ample time for Councilmembers to consider information on complex issues.

**Value 8. Council, staff and the public should treat each other with civility, respect and fairness.**

- Expect everyone to treat everyone with mutual respect: Council, staff and public.
- Don't allow people, whether on the Council or staff, or in the public, to treat each other disrespectfully.
- Foster an approach that we are on the same team – there are no "sides".
- Appreciate that a difference of views in itself is not a lack of respect.

- Address inappropriate comments about staff or others immediately; don't allow personal attacks – reinforce that our value is one of expecting mutual respect to be shown by everyone in a public meeting.
- Establish and maintain decorum at meetings (i.e., no heckling or speaking derogatorily about staff; impermissible to speak derisively about people's race, religion, sexual preference or any other protected classes).
- Practice forgiveness.

**Value 9. Lead by example.**

- Be above reproach; know that by our behaviors, we are setting the tone for others to emulate.
- Understand that perception is important in building trust.
- Embrace leadership and act like we want others to act.
- Learn from the past and then move forward.

**Value 10. Do not use your office for personal advantage or to do favors for others.**

- Do not agree to make a decision in exchange for anything of value.
- Do not accept gifts, services or other special considerations because of your public position.
- Honor the process, but if something is broken, work together to fix it.
- Councilmembers must model the behaviors to restore trust and integrity to government.
- Ensure equitable treatment for everyone.
- Recognize competing interests in service delivery.
- Use authority responsibly and fairly; do not abuse authority.

**Value 11. Respect confidentiality and understand what can be shared with others and what cannot be.**

- What happens in closed session stays in closed session.
- Have respect for everyone's privacy.
- Disclose from closed sessions only what is properly public information.
- Understand and respect what legally may and may not be disclosed. Comply with the law.
- Understand that some matters must remain confidential to protect the City's interests.
- Have a formal policy that provides for when and how settlements can be released.
- Practice transparency in all non-confidential matters.

**Value 12. Support the Council's decision once it has been made.**

- Everyone should understand and respect the roles of City Council and staff.
- Staff should provide thorough information to the Council and Councilmembers should communicate their questions and concerns in advance of Council meetings so that staff can be prepared.

# ACCOUNTABILITY

Elected officials should be accountable to the public for honesty, integrity, competence, ethics, service, and the quality of their decisions. They should be accountable to the public for the environmental, economic, political, and social effects of their actions or operations.

Accountability ensures actions and decisions taken by public officials are subject to oversight so as to guarantee that government initiatives meet their stated objectives and respond to the needs of the community they are meant to be benefiting, thereby contributing to better governance.

The concept of accountability involves two distinct stages: transparency and enforcement. Transparency in this context refers to the obligation of public officials to provide information about their decisions and actions and to justify them to the public and those institutions of accountability tasked with providing oversight. Enforcement suggests that the institution responsible for accountability can sanction the offending party or remedy the contravening behavior.

Elections provide the most obvious enforcement of accountability, but this is a rather blunt tool, exercised only at widespread intervals and offering only the broadest citizen control over government.

## ADDITIONAL RECOMMENDATIONS

These recommendations of the Ethics Advisory Subcommittee are effective only to the degree of City Council compliance. Therefore, it is strongly advised that the City Council explore the possibility of hiring or retaining the services of a person capable of fulfilling the duties of a Chief Ethics Compliance Office. Their duties would include, but not be limited to, the sample job description provided in Exhibit C, of this report.

# EXHIBIT A

## ANNUAL CERTIFICATE OF NON-DISCLOSURE AND CONFLICT OF INTEREST STATEMENT

I understand that in the course of my duties and responsibilities, I may have access to information received by the City in confidence from any entities in connection with procurements including, but not necessarily limited to, technical approaches, past performance information, trade secrets, inventions, discoveries, and reports of a financial nature and cost or pricing related information. I may also have access to other procurement information such as the names, identities or numbers of entities under consideration or the methods or procedures used in the selection of a contractor, including but not limited to, the standards, criteria, and ratings used in the evaluation process. I understand that my obligation not to disclose the information described above does not terminate with the award of a contract or any other contract action. I further understand that unauthorized disclosure of such information may result in Council Censure.

I further affirm that I have and will continue to review my financial interests and those of my spouse and immediate family as well as significant others and to the best of my knowledge those interests do not and will not create a real or perceived conflict of interest by my participation in procurements. In the event a proposal is received from a firm in which I have a personal or financial interest of any nature, I will immediately notify and recuse myself from voting on that matter. I acknowledge that the personal or financial interest may require my removal from further participation in a procurement or may even preclude the City from entering into a proposed contract. (Note that the interest of a spouse, minor child, or other member of an employee's household should be reported in the same manner as an interest of the Council member).

I recognize that this statement is in addition to existing State regulations and that I voluntarily submit to these enhanced guidelines.

Name (Printed): \_\_\_\_\_

Title (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# EXHIBIT B

## CITY OF OXNARD ETHICS POLICY COMPLIANCE FORM<sup>9</sup>

The City of Oxnard's City Council members should comply with the following:

- Public officials, both elected and appointed, comply with both the letter and the spirit of the laws and policies affecting the operations of government;
- Public officials be independent, impartial, and fair in their judgment and actions;
- Public office be used for the public good, not for personal gain; and
- Public deliberations and processes be conducted openly, unless legally required to be confidential, in an atmosphere of respect and civility; and

As those charged with carrying on the City's business, I the undersigned, affirm my commitment to the City of Oxnard's ethics policy and endeavor to practice the following core values:

**Honesty.** I am honest with my fellow elected officials, the public and others. I am prepared to make unpopular decisions when my sense of the public's best interests requires it; and I take responsibility for my actions, even when it is uncomfortable to do so. I am trustworthy.

**Respect.** I treat my fellow officials, staff and the public with patience, courtesy and civility, even when we disagree on what is best for the community. I respect others' time by coming to meetings prepared and offering observations only when I believe it will move the discussion forward. I work to gain value from diverse opinions and build consensus. I am approachable, open-minded and willing to participate in dialog and I work to convey this to others. I recognize government's responsibilities to everyone. I convey the agency's care for and commitment to its community members through my words and deeds. I am attuned to, and care about, the needs and issues of citizens, public officials and agency workers.

**Responsibility.** I do not accept gifts, services or other special considerations because of my public position. I refrain from any action that might appear to compromise my independent judgment. I support merit-based processes for the award of public employment and public contracts. I demonstrate concern for the proper use of agency assets (such as personnel, time, property, equipment, funds).

**Fairness.** I support the public's right to know and participate in the conduct of the public's business. I am impartial when making decisions. I make decisions based on the merits of the issue.

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<sup>9</sup> Adopted from the City of Morgan Hill Ethics Policy

**Loyalty.** I respect the confidentiality of information concerning the agency's property, personnel and affairs. When presenting my individual opinions and positions, I explicitly state that my opinions do not represent the agency's position and I will not allow the inference that they do.

I acknowledge that I have read and understand the provisions of the City of Oxnard's Ethics Policy.

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

Position Held: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

# EXHIBIT C

## CHIEF ETHICS COMPLIANCE OFFICER

**Qualifications:** The Chief Ethics Compliance Officer will have skills and experience sufficient to identify potential issues within a variety of compliance areas. The Compliance Officer will be able to remain objective and function independently from other agency departments. The Compliance Officer will be detail oriented and have experience with investigative and reporting procedures. They should have knowledge of FPPC regulations, State and local ethics laws, ethics training, general procedures and record keeping, public records compliance and Brown Act compliance and training.

**Accountability:** The Chief Ethics Compliance Officer shall be accountable to the City Manager and the City Council.

**Duties:** The Ethics Compliance Officer's chief duties are planning, implementing and monitoring the Ethics Compliance Program. Coordination of compliance audit activities and communication of expectations and reporting results are the key functions of this position.

The Chief Ethics Compliance Officer will:

- Oversee and monitor the implementation of the Ethics Compliance Program.
- Report to the City Manager and City Council on a regular basis to review progress on program implementation and assist with establishing improvement plans.
- Periodically revise and update the program.
- Review employee Standards of Conduct Certification Statements.
- Develop and implement a Compliance training plan.
- Assist the Finance Department in coordinating internal compliance review and monitoring activities.
- Investigate complaints and coordinate action plans with other departments.
- Develop policies and programs that encourage staff to report suspected fraud or impropriety without fear of retaliation.
- Develop and communicate the objectives of the Compliance Program and report accomplishments.
- Access records relevant to compliance monitoring activities and report findings.
- Maintain a log of communications received relevant to compliance.
- Monitor reports of potential ethical violations, findings and recommendations developed, action plans established, and progress noted.
- Establish and communicate reporting procedures and reporting modes available (email, voice mail, suggestion box, etc.).
- Interview internal and external customers periodically.
- Conduct unannounced mock surveys, inspections and audits periodically to assess staff readiness and to specifically identify where corrective actions are needed. Reevaluate areas of previous deficiency to identify improvements.
- Present written evaluations and reports to the City Council at least quarterly.

# SIGNATORY PAGE

Chairman (Steve Nash) \_\_\_\_\_

Vice-Chairman (Jack Villa) \_\_\_\_\_

Subcommittee Member (Russell Dominy) \_\_\_\_\_

Subcommittee Member (Gene G. Harter) \_\_\_\_\_

Subcommittee Member (Travis L. Kelly) \_\_\_\_\_

Subcommittee Member (Robert L. Sills) \_\_\_\_\_

Subcommittee Member (Robert Stewart) \_\_\_\_\_

Date \_\_\_\_\_



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Report**  
**AGENDA ITEM NO.:**

**DATE:** July 12, 2016

**TO:** City Council

**THROUGH:** Greg Nyhoff, City Manager  
Office of the City Manager

**FROM:** Daniel Martinez, City Clerk

**SUBJECT:** Agreement for Publication of Legal Notices and Legal Advertisements

**CONTACT:** Daniel Martinez, City Clerk  
Daniel.Martinez@oxnard.org, 385-7803

**RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute an agreement (A- 7896) with Vida Newspaper for the publication of legal notices and legal advertisements for fiscal year (FY) 2016-17.

**DISCUSSION**

**1. Background**

Each year, the City Council must select a newspaper of general circulation in which the public can find all legal advertisements. A Request for Proposals (RFP) was emailed to local newspapers of general circulation for the purpose of soliciting bids for the publication of legal notices and legal advertisements. These newspapers included the Ventura County Star, Ventura County Reporter, Tri-County Sentry Newspaper and Vida Newspaper. Responses were received from Ventura County Star, Reporter and Vida Newspapers.

The City Clerk's Office coordinated a selection committee consisting of representatives from the City Clerk's Office, Finance Department, Public Works Department, Public Information Division (City Manager's Office), Planning Division and Environmental Services Division. After reviewing the responses to the RFP, the selection committee recommends that the City Council award the agreement for publication of legal notices and legal advertisements to Vida Newspaper.

## Agreement for Publication of Legal Notices and Legal Advertisements

July 12, 2016

Page 2

### 2. Proposal

The Vida Newspaper responded to the RFP in which it met or exceeded the minimum criteria set forth in the RFPs which are:

- 1) **Compliance with State Requirements.** State law requires publication of legal notices in a “newspaper of general circulation.” The Vida Newspaper met this requirement.
- 2) **Circulation and Area Coverage.** The Vida Newspaper is a weekly newspaper with a large readership in the Oxnard area.
- 3) **Frequency of Publication.** The Vida Newspaper is a weekly newspaper available on Thursdays.
- 4) **Flexibility of Submittal and Publication Timelines.** The Vida Newspaper normally requires advertisement submission of one day prior to legal publication.
- 5) **Cost.** The Vida Newspaper proposes a cost of \$ 10.50 per inch for legal (classified) notices and \$10.50 per inch for legal (display) advertisements.
- 6) **Availability of Information.** The Vida Newspaper provides the newspaper to the public at “no” cost and the legal notice is also available on the web site at “no” cost.

### 3. Findings

Staff recommends that the City Council select the Vida Newspaper for the publication of legal notices and legal advertisements. Staff recommends not mandating publishing all legal advertisements in more than one newspaper due to increased legal publication costs. Finally, staff recommends the continuing practice of a department or division placing legal notices or legal advertisements in more than one newspaper if there is a legal requirement or great public interest regarding the item.

### FINANCIAL IMPACT

Each department is responsible for its advertisement costs, which should be included in the FY 2016-17 budget.

A-7896

## AGREEMENT FOR PUBLICATION OF LEGAL NOTICES AND LEGAL ADVERTISEMENTS

This Agreement for Publication of Legal Notices and Legal Advertisements ("Agreement") is made and entered into this first day of July, 2016 by and between the City of Oxnard, a municipal corporation of the State of California ("City"), and Vida Newspaper ("Newspaper"), a newspaper of general circulation within Oxnard, pursuant to Public Contract Code section 20169.

Whereas, Public Contract Code section 20169 requires that annually City contract for the publication of legal notices with a newspaper of general circulation within Oxnard; and

Whereas, Newspaper is a newspaper of general circulation within Oxnard; and

Whereas, City has advertised for bids for the publication of legal notices and legal advertisements and Newspaper has submitted a bid and been awarded the right to enter into this Agreement.

Now, therefore, City and Newspaper agree:

1. Scope of Services:

- a. Newspaper shall publish legal notices and legal advertisements for and on request of City and shall provide City with written proof of publication of each item within one week of the last publication of the item. Written proof of publication shall be in a form acceptable to the City Clerk ("Clerk"). Such services shall be referred to herein as "the services." Newspaper understands and agrees that where necessary to satisfy legal requirements or for other reasons pertaining to timing and adequacy or other requirements of notice, another newspaper of general circulation, may be used for particular notices.
- b. The term "legal notices" refers to legal notices that the law requires to be published and that are identified as legal notices on the form sent by City to Newspaper, requesting publication. Legal notices will be published in the legal notice section of the newspaper. Newspaper shall publish legal notices using a standard 7-point type for the body and 8-point type for the heading in the Spartan Classified style. City may require modification of the type size or style. Newspaper may also change the type size and/or style with permission of the City employee requesting the publication. Newspaper shall use the least amount of space possible to present a readable notice.
- c. The term "legal advertisements" refers to legal notices that the law requires to be published and that are identified as legal advertisements on the form sent by City to Newspaper, requesting publication. Legal advertisements are legal notices published with a border and City logo in the legal notice section of the newspaper. Newspaper may print in other sections of the newspaper with the permission of the City employee requesting the publication. Newspaper shall publish legal advertisements using a standard 8-point type for the body and 12-point type for the heading in the Helvetica style. City may require modification of the type size or style. Newspaper may also change the type size and/or style with permission of the City employee

requesting the publication. Newspaper shall use the least amount of space possible to present a readable advertisement.

2. Standard of Performance: Newspaper shall undertake and complete the services with care, skill and diligence, according to the standards prevailing in the newspaper publishing business and shall use Newspaper's best efforts to meet all publication deadlines and to assure accuracy of publication.
3. Correction of Errors: Newspaper shall promptly correct, at its expense, all errors in the services that are caused by Newspaper. Newspaper shall promptly correct, at City's expense, all errors in publication that are caused by City.
4. Principal in Charge: Newspaper designates Manuel Munoz as principal in charge and person responsible for necessary coordination with Clerk.
5. Time for Performance: Newspaper shall publish legal notices and legal advertisements at the times requested by City, provided that City has given Newspaper a copy of the material to be published at least one day prior or one day prior to a holiday to the first date of publication.
6. Term of Agreement: This Agreement shall begin on July 1, 2016, and shall expire on June 30, 2017.
7. Termination: City may terminate this Agreement at any time, for any cause or without cause, upon 15 calendar days' written notice to Newspaper. If City terminates this Agreement for reasons other than Newspaper's failure to perform its obligations, City shall pay Newspaper for the services satisfactorily completed and accepted by City prior to the effective date of termination. Such payment shall be Newspaper's exclusive remedy for termination without cause.
8. Compensation:
  - a. City shall pay Newspaper for the services of publishing legal notices at the rate of \$ 10.50 per inch for a publication in the Classified Section.
  - b. City shall pay Newspaper for the services of publishing legal advertisements at the rate of \$ 10.50 per inch for publication in Display Section.
  - c. Nothing in this Agreement shall prevent City from placing legal notices, legal advertisements and other material in other newspapers, and such acts shall not constitute a breach of this Agreement.
  - d. City does not guarantee that City will request Newspaper to publish any minimum amount of legal notices or legal advertisements or other material.
  - e. The acceptance by Newspaper of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Newspaper for anything completed, finished or relating to Newspaper's services.



- f. Newspaper shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

9. Method of Payment:

- a. City shall pay Newspaper monthly on satisfactory completion of services and on submittal by Newspaper of a billing statement delineating the services performed, in a form satisfactory to Clerk, including purchase order number, notice/advertisement name/title, size of notice/advertisement and date of publication.
- b. Newspaper shall maintain current monthly records pertaining to services performed for City and forward invoices to the employee who requested the services.

10. Business License: Newspaper shall obtain and maintain during the term of this Agreement a City business license.

11. Insurance:

- a. Newspaper shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-B, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Newspaper obtain and maintain such insurance coverages.
- b. Newspaper shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B.
- c. Maintenance of proper insurance coverages by Newspaper is a material element of this Agreement. Newspaper's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

12. Independent Contractor:

- a. In the performance of the services, Newspaper shall be, and is, an independent contractor, and Newspaper and its employees are not employees of City. Newspaper has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Newspaper.
- b. Newspaper shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Newspaper's employees, agents, subcontractors and consultants, including compliance with Social Security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.
- c. Newspaper acknowledges that Newspaper and Newspaper's employees are not entitled to any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, annual leave, holiday leave, compensatory leave, Public Employees

Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

13. Assignability of Agreement: This Agreement contemplates performance by Newspaper and is based upon a determination of Newspaper's standing as a newspaper of general circulation, printed, published and circulated in Oxnard. Assignment of any or all rights, duties, or obligations of Newspaper under this Agreement will be permitted only with the express written consent of Clerk, which consent may be withheld for any reason.
14. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Newspaper and City.
15. Fair Employment Practices:
  - a. Newspaper agrees that all persons employed by Newspaper shall be treated equally by Newspaper without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, sexual orientation, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.
  - b. Newspaper agrees that during the performance of this Agreement, Newspaper and any other parties with whom Newspaper may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, sexual orientation, or any other status protected by law.
  - c. Newspaper agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.
  - d. Newspaper shall provide City staff with access to and, upon request by Clerk, provide copies to Clerk of all of Newspaper's records pertaining or relating to Newspaper's employment practices, to the extent such records are not confidential or privileged under State or federal law.
16. Force Majeure: Neither City nor Newspaper shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.
17. Time of Essence: Time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

18. Compliance with Laws: Newspaper agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Newspaper pursuant to this Agreement.
19. Notices:
- Any notices to Newspaper may be delivered personally or by mail addressed Attention:  
Manuel Munoz  
130 Palm Drive, Oxnard CA 93030
  - Any notices to City may be delivered personally or by mail addressed to:  
Daniel Martinez, City Clerk, 300 West Third Street, 4<sup>th</sup> Floor, Oxnard, California 93030.
20. Amendment: The terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Clerk and Newspaper.
21. Entire Agreement: This Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

\_\_\_\_\_  
Tim Flynn  
Mayor

NEWSPAPER

\_\_\_\_\_  
Manuel Munoz  
Director

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Stephen Fischer, City Attorney

\_\_\_\_\_  
Risk Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Daniel Martinez, City Clerk

|                                                                                                                   |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                    |               |                              |       |            |  |            |  |            |  |            |  |
|-------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------|------------------------------|-------|------------|--|------------|--|------------|--|------------|--|
| <b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>                                                                  |               | DATE (MM/DD/YYYY)<br>6/22/2016                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    |               |                              |       |            |  |            |  |            |  |            |  |
| <b>PRODUCER</b><br><b>DOLBY-SPEED INSURANCE</b><br>1000 Town Center Dr #100<br>Oxnard, CA 93036<br>(805) 988-9850 |               | <b>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.</b>                                                                                                                                                                                                                                    |                                    |               |                              |       |            |  |            |  |            |  |            |  |
| <b>INSURED</b> Vida Newspaper<br>Attn Manuel Monoz<br>130 Palm<br>Oxnard, CA 93030                                |               | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>INSURERS AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td>INSURER A: Farmers Insurance</td> <td>21660</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table> | <b>INSURERS AFFORDING COVERAGE</b> | <b>NAIC #</b> | INSURER A: Farmers Insurance | 21660 | INSURER B: |  | INSURER C: |  | INSURER D: |  | INSURER E: |  |
| <b>INSURERS AFFORDING COVERAGE</b>                                                                                | <b>NAIC #</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                    |               |                              |       |            |  |            |  |            |  |            |  |
| INSURER A: Farmers Insurance                                                                                      | 21660         |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                    |               |                              |       |            |  |            |  |            |  |            |  |
| INSURER B:                                                                                                        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                    |               |                              |       |            |  |            |  |            |  |            |  |
| INSURER C:                                                                                                        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                    |               |                              |       |            |  |            |  |            |  |            |  |
| INSURER D:                                                                                                        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                    |               |                              |       |            |  |            |  |            |  |            |  |
| INSURER E:                                                                                                        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                    |               |                              |       |            |  |            |  |            |  |            |  |

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR                        | ADD'L LTR    | TYPE OF INSURANCE                                                                                                                                                                                                                                                                             | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                                                                                                                                                                                                                                                                                                                     |                     |       |                    |              |                            |              |                             |              |
|-----------------------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------|--------------------|--------------|----------------------------|--------------|-----------------------------|--------------|
|                             |              | GENERAL LIABILITY<br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |               |                                  |                                   | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$                                                                                                                                                         |                     |       |                    |              |                            |              |                             |              |
|                             |              | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                         |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                                                                                                                            |                     |       |                    |              |                            |              |                             |              |
|                             |              | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                         |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$                                                                                                                                                                                                                                                                    |                     |       |                    |              |                            |              |                             |              |
|                             |              | EXCESS/UMBRELLA LIABILITY<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br>DEDUCTIBLE<br>RETENTION \$                                                                                                                                                            |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$                                                                                                                                                                                                                                                                                       |                     |       |                    |              |                            |              |                             |              |
| A                           |              | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below                                                                                                                                 | A0925 61 14   | 10/10/2015                       | 10/10/2016                        | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table> | WC STATUTORY LIMITS | OTHER | E.L. EACH ACCIDENT | \$ 1,000,000 | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| WC STATUTORY LIMITS         | OTHER        |                                                                                                                                                                                                                                                                                               |               |                                  |                                   |                                                                                                                                                                                                                                                                                                                                            |                     |       |                    |              |                            |              |                             |              |
| E.L. EACH ACCIDENT          | \$ 1,000,000 |                                                                                                                                                                                                                                                                                               |               |                                  |                                   |                                                                                                                                                                                                                                                                                                                                            |                     |       |                    |              |                            |              |                             |              |
| E.L. DISEASE - EA EMPLOYEE  | \$ 1,000,000 |                                                                                                                                                                                                                                                                                               |               |                                  |                                   |                                                                                                                                                                                                                                                                                                                                            |                     |       |                    |              |                            |              |                             |              |
| E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |                                                                                                                                                                                                                                                                                               |               |                                  |                                   |                                                                                                                                                                                                                                                                                                                                            |                     |       |                    |              |                            |              |                             |              |
|                             |              | OTHER                                                                                                                                                                                                                                                                                         |               |                                  |                                   |                                                                                                                                                                                                                                                                                                                                            |                     |       |                    |              |                            |              |                             |              |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Newspaper

**CERTIFICATE HOLDER**

City of Oxnard  
 Risk Manager  
 300 West Third Street, Suite 302  
 Oxnard, Ca 93030

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



VIDAN-2

N.1.a

DATE (MM/DD/YYYY)

06/22/2016

## CERTIFICATE OF LIABILITY INSURANCE

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

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

|                                                                                                                         |                                                                                                                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER<br>Walterry Insurance Brokers<br>7411 Old Branch Avenue<br>Clinton, MD 20735<br>National Newspaper Association | CONTACT NAME: William J. Coady AAI<br>PHONE (A/C, No, Ext): 800-638-8791<br>E-MAIL ADDRESS: bcoady@walterry.com<br>FAX (A/C, No): 301-868-2611                                                                   |
| INSURED<br>Manuel Munoz dba<br>Vida Newspaper<br>130 Palm Dr<br>Oxnard, CA 93030                                        | INSURER(S) AFFORDING COVERAGE<br>INSURER A : Sentinel Insurance Company LTD<br>INSURER B : Hartford Accident & Indemnity<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F :<br>NAIC #<br>11000<br>22357 |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                      |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Business Owners<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: | X         |          | 42SBWBW9358   | 04/29/2016              | 04/29/2017              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                             | X         |          | 42UEGJF1623   | 07/25/2016              | 07/25/2017              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                   |
|          | UMBRELLA LIAB<br>EXCESS LIAB<br>DED RETENTION \$                                                                                                                                                                                                                                                                                   |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                          |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                             | Y/N       | N/A      |               |                         |                         | PER STATUTE<br>OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                           |
| A        | Business Owner                                                                                                                                                                                                                                                                                                                     |           |          | 42SBWBW9358   | 04/29/2016              | 04/29/2017              | BUILDING 360,400<br>PROPERTY 33,800                                                                                                                                                                                                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Oxnard is listed as an additional insured on the General Liability as required by contract with respects to the insureds operations per policy form SS 00 08 04 05

City of Oxnard is listed as an additional insured on the Automobile Liability per policy form CA 20 48 10 13

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                                  |                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITYOX1<br>City of Oxnard<br>Attn Risk Manager<br>300 W Third Street Ste 302<br>Oxnard, CA 93030 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>Wm. J. Coady |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Report  
AGENDA ITEM NO.:**

**DATE:** July 12, 2016

**TO:** City Council

**THROUGH:** Greg Nyhoff, City Manager  
Office of the City Manager

**FROM:** Ashley Golden, Development Services Director

**SUBJECT:** Memorandum of Understanding (MOU) to Protect, Manage and Restore the Ormond Beach Area.

**CONTACT:** Ashley Golden, Development Services  
Ashley.Golden@oxnard.org, 385-7882

**RECOMMENDATION:**

That the City Council: 1) approve and authorize the City Manager to sign a Memorandum of Agreement with The Nature Conservancy and California State Coastal Conservancy regarding Ormond Beach, and 2) authorize the City Manager to take all necessary actions under, and sign amendments to, the Memorandum of Understanding that do not have a fiscal impact requiring City Council approval.

**BACKGROUND**

Ormond Beach is approximately 1500-acres, spans two-miles of Oxnard's shoreline from the northwestern boundary of Pt. Mugu Naval Air Station to the Oxnard/Port Hueneme boundary, and extends over a mile inland. The area includes a recreational beach, plant and wildlife habitat, active farmland, industrial operations, and the Halaco Superfund Site.

Although historic habitat has been significantly impacted by agriculture and industrial development, it is one of the few wetland areas in southern California that is not crossed by a highway or major railway. As a result, it provides transitional habitat, uninterrupted, from the ocean to sandy beach, to sand dunes, to wetlands, to upland areas. This is one of the reasons wetland experts have identified Ormond Beach as the most important restoration opportunity in southern California. Over 200 migratory bird species utilize Ormond Beach, including more

## Ormond Beach MOU

July 12, 2016

Page 2

shorebird species than at any other site in Ventura County. The State- and federally endangered California least tern and the State threatened western snowy plover both nest and raise their young at Ormond Beach. The State and federally endangered light-footed Ridgeway rail and the State endangered Belding's savannah sparrow are also found at Ormond Beach. A total of 25 federally protected fish, wildlife, and plant species are found at Ormond Beach.

Ormond Beach also provides coastal access for Oxnard residents and attracts beach users from surrounding communities. In 2015, 17,000 visitors were counted at the Arnold Road entrance to Ormond Beach.

The California State Coastal Conservancy ("SCC") and The Nature Conservancy ("TNC") have each acquired Ormond Beach property to restore as much habitat as possible and facilitate public access. SCC currently owns 260-acres; TNC owns 277-acres. (See Exhibit A to Attachment 1.) TNC and the SCC may acquire additional property from willing sellers. Recently, TNC has applied for Proposition 1 funds to acquire an additional 561-acres in the area. The SCC and TNC are also leading restoration planning efforts. TNC has reconvened a Science Advisory Committee, and the SCC is taking steps to prepare a final restoration and public access plan.

The City owns over 80-acres in Ormond Beach, most of it shoreline property, extending from J-Street to the SCC's property boundary (this does not include 13-acres owned by the Successor Agency). (See Exhibit A to Attachment A.) Several goals and policies in the 2030 General Plan highlight the City's role at Ormond Beach with respect to its property and more broadly, including GOAL CD-22 (Environmentally sound Ormond Beach wetlands with appropriate public access) and implementing Policies CD-22.1 (Participation in the Ormond Beach Wetlands Restoration Plan) and CD-22.2 (Develop Ormond Beach Visitor Access). In addition, GOAL CD-21 specifies "An updated Local Coastal Program that includes the restoration of the Ormond Beach wetlands. . . ."

Consistent with the 2030 General Plan, City staff and Council participate on an ad hoc basis with the SCC and TNC, and otherwise take direct action to support Ormond Beach. For example:

- The City facilitates meetings of the Ormond Beach Task Force to share information related to Ormond Beach with Ormond Beach stakeholders;
- The City is currently considering adopting regulations to protect the plants, wildlife and habitat of Ormond Beach while maintaining public access;
- The City sent a letter of support for TNC's March 2016 Proposition 1 grant application for funding to acquire the Southland Sod property (561-acres);
- The City sent a letter of support to the SCC Board of Directors supporting its staff request of \$350,000 to develop a final restoration plan.

The purpose of the Ormond Beach Area Memorandum of Understanding ("MOU") is to 1) formally memorialize the mutual goals and priorities of the SCC, TNC and the City to protect,



## Ormond Beach MOU

July 12, 2016

Page 3

manage and restore their properties in the “Ormond Beach Area” (“OBA”) and 2) establish a collaborative working relationship among the MOU Parties to carry out these goals and priorities. The MOU identifies the following goals and priorities:

1. That the OBA should be managed as a single, overall planning area for purposes of protection, restoration, and other activities conducted by the Parties to the MOU
2. That the highest priorities within the next five-years for the OBA include:
  - a. planning and providing for the protection and restoration of plants, wildlife, and habitat;
  - b. planning and providing for an institutional structure to support long-term management of the area;
  - c. planning and providing for security and other measures to protect the public and natural resources;
  - d. identifying and developing policies for public access, including recreation, education and recreational activities;
  - e. facilitating the remediation of the Halaco Superfund Site; and
  - f. planning and evaluation of expansion of the OBA as adjacent properties are acquired.
3. That the Parties develop and execute an annual plan, regularly review the plan to assess progress and make adjustments as deemed necessary, and participate in meetings and perform agreed upon work deemed necessary after any required approvals are obtained.

For purposes of the MOU, the OBA only includes properties currently owned by the SCC, TNC, and the City (see Exhibit A to Attachment A). The MOU has a five-year term and automatically renews for additional three-year terms unless a Party objects by written notice, within sixty-days prior to the expiration any term. Any Party may withdraw from the MOU with written notice at least sixty-days prior to the proposed withdrawal date.

### **FINANCIAL IMPACT**

The MOU is not intended to create any new financial obligations or commitments. The Development Services Department has an existing multi-year contract in the amount of \$99,500 with Karen Kraus, Pollinate, who serves as the City’s liaison with TNC and SCC. There is approximately \$40,000 remaining in the contract. The FY 16-17, and subsequent years, adopted budgets will impact the amount and speed of progress we make in the Ormond Beach planning efforts. Development Services, Public Works, and Police work-plans include efforts in the Ormond Beach area. Any actions identified by MOU parties with a new fiscal impact will be brought to City Council.

## MEMORANDUM OF UNDERSTANDING

### ORMOND BEACH AREA

This Memorandum of Understanding ("MOU") is made and entered into as of the latest date signed ("Effective Date") by the following parties:

- CITY OF OXNARD ("City"), a municipal corporation within the County of Ventura, California,
- THE NATURE CONSERVANCY ("TNC"), a District of Columbia nonprofit corporation, and
- CALIFORNIA STATE COASTAL CONSERVANCY ("SCC"), a California state agency;

sometimes referred to herein individually as a "Party" and collectively as "Parties", for the purpose of memorializing the intent of the Parties to work together to undertake a coordinated effort to benefit the public and preserve the Ormond Beach area as depicted on the map, attached as Exhibit A, which is incorporated by reference (hereinafter referred to as "Ormond Beach Area" or "OBA").

This MOU is based on the following representations and statement of purpose:

#### RECITALS

- A. SCC, the City and TNC each own and operate real property within the OBA. The properties are near or adjacent to the Pacific Ocean, as shown on Exhibit A. SCC and the City properties are open to the public and all contain sensitive wildlife species, as documented in the SCC October 2009 Ormond Beach Wetland Restoration Feasibility Study.
- B. In June of 2002 the SCC acquired 266 acres within the OBA from the Southern California Edison Company for the purpose of wildlife habitat preservation, open space and public access. The property is currently managed for public access and as wildlife habitat for snowy plovers and least terns.
- C. The Halaco Superfund Site, listed on the U.S. Environmental Protection Agency's National Priorities List in 2007, abuts the Ormond Beach Area. It includes portions of TNC's property and the City's property.
- D. In August 2005 TNC, with the assistance of SCC, acquired 277 acres within the OBA for purposes of open space and habitat preservation, wetland restoration, and future public access. TNC currently owns and manages its property to preserve and enhance coastal wildlife habitat.

- E. The City has land use and planning authority and also provides police, fire and other public safety services to the incorporated areas of the OBA. The City owns properties with the OBA area as depicted in Exhibit A to this agreement. In its 2030 General Plan, the City has designated land uses consistent with protection and restoration of the OBA and is similarly updating its Local Coastal Plan.
- F. The OBA is one of the few large-scale coastal wetlands that remain along California's southern coast. Over 200 migratory bird species utilize the OBA and more shorebird species are known to use Ormond Beach than any other site in Ventura County. Six state threatened and endangered species and six species of concern have been identified within the area.

The Parties all agree to participate in this MOU on the terms and conditions set forth herein.

## 1. PURPOSE

This MOU memorializes the Parties' intent to actively coordinate and collaborate across the Parties' respective properties in order to protect, manage, and restore the OBA.

## 2. SCOPE

This MOU is intended to pertain to the OBA, including lands owned by TNC, SCC and the City. The inclusion of any additional land to be covered by this MOU will require an amendment to this MOU in accordance with Section 5.

## 3. AGREEMENT

3.1. **Voluntary Equal Participants.** Each Party is a voluntary and equal participant under this MOU. Any action performed under this MOU may be undertaken only with the unanimous consent of all the Parties.

3.2. **Coordinate and Collaborate.** The Parties agree to:

3.2.1. The following goals and priorities –

3.2.1.1 That the OBA should be managed as a single, overall planning area for purposes of protection, restoration, and other activities conducted by the Parties;

3.2.1.2 That the Parties will work collaboratively with each other to manage the OBA;

3.2.1.3 That within the next 5 years, priorities for the OBA include:

a) planning and providing for the protection and restoration of plants, wildlife, and habitat;

- b) planning and providing for an institutional structure to support long-term management of the area;
- c) planning and providing for security and other measures to protect the public and natural resources;
- d) identifying and developing policies for public access, including education and recreational activities;
- e) facilitating the remediation of the Halaco Superfund Site; and
- f) planning and evaluation of expansion of the OBA as adjacent properties are acquired.

3.2.2. SCC, TNC and City will work together to develop and execute an annual plan which may include, without limitation, a plan to carry out the priorities identified in Section 3.2.1.3, an action item list, roles and responsibilities and a timeline for implementation. The Parties will regularly review the plan to assess progress and make adjustments as deemed necessary.

3.2.3. SCC, TNC, and City will attend and actively participate in meetings and perform agreed upon work deemed necessary after any required approvals are obtained.

#### **4. Term; Termination; Withdrawal.**

4.1. This MOU shall have a term of five (5) years beginning on the Effective Date, and thereafter shall automatically renew for additional three (3) year terms unless a Party objects to such automatic renewal by written notice within sixty (60) days prior to the expiration of the first 5-year term or any subsequent 3-year term.

4.2. Any Party may withdraw from this MOU by delivering written notice at least sixty (60) days prior to the proposed withdrawal date. Upon the withdrawal of any Party, the remaining Parties will convene either to modify or terminate this MOU.

#### **5. Amendment**

5.1. **Amendment.** In order to be effective, any amendment to this MOU must be agreed to in writing and by the unanimous consent of all Parties.

5.2. **Additional Lands; Additional Parties.** This MOU may be amended with the unanimous consent of the Parties to include additional lands and/or additional entities as Parties.

6. **No Legal Partnership.** This MOU is not intended to and does not create a legal partnership, joint venture, employment relationship, or agency relationship between or among the Parties. Each Party acknowledges that it will be responsible for its own acts and will not be responsible for the acts of any other Party. Each Party agrees that, it assumes all risk and liability for any and all losses, claims, damages, penalties, liabilities, demands, costs and expenses, including litigation costs and attorneys' fees, arising out of or connected with that Party's performance under this MOU.

7. **Non-Funding or Obligating Document.** This MOU is neither a fiscal nor a funding-obligating document. This MOU in no way restricts any Party from participating in similar activities or any other activities with other public or private agencies, entities, organizations, or individuals.

8. **Confidential Information.** In the course of implementing these cooperative efforts, the Parties might come into contact with certain confidential information. Each Party will notify the other Parties in writing when information provided is confidential information. No Party will disclose, without prior written consent of the affected Party, any such identified confidential information to any person, agency, organization, or party, for any reason or purpose whatsoever, except as may be required by law, including the California Public Records Act, or pursuant to court order.

#### 9. Miscellaneous

9.1 **Signatories.** Each person signing this MOU represents and warrants that he or she is duly authorized to sign and deliver this MOU.

9.2 **Counterparts.** This MOU may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

#### CITY OF OXNARD

By: \_\_\_\_\_  
GREG NYHOFF  
City Manager

Date \_\_\_\_\_, 2016

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

\_\_\_\_\_  
Ashley Golden, Development Services Dir.

**THE NATURE CONSERVANCY**

By:   
LILY VERDONE  
Project Director

Date May 18, 2016

**CALIFORNIA STATE COASTAL CONSERVANCY**

By:   
SAM SCHUCHAT  
Executive Officer

Date 5/16/16, 2016



Exhibit A  
Ormond Beach Area Map



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**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**  
**AGENDA ITEM NO.:**

**DATE:** July 12, 2016

**TO:** City Council

**THROUGH:** Greg Nyhoff, City Manager  
Office of the City Manager

**FROM:** Ashley Golden, Development Services Director

**SUBJECT:** First Amendment to Agreement 6944-14-DS with WKE, Inc.

**CONTACT:** Soher Admelmalik, Development Services  
Soher.Abdelmalik@oxnard.org, 385-7873

**RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute the First Amendment to Agreement No. 6944-14-DS with WKE, Inc., for additional environmental and advanced Preliminary Engineering services for the Rice Avenue Grade Separation project, in the amount of \$944,918, which will increase the total cost of the agreement to \$1,919,999.

**BACKGROUND**

The City has begun the process to design a bridge on Rice Avenue going over Fifth Street and the Union Pacific Railroad Tracks. The City of Oxnard took on this endeavor as part of an effort to enhance safety and facilitate commerce by improving intermodal access to the Port of Hueneme. The actual project is to build a bridge on Rice Avenue with 3 lanes in each direction, bicycle lanes, and sidewalks on both sides. Rice Avenue will go over the Union Pacific Railroad Tracks and because of the proximity of Fifth Street to the Railroad Tracks the bridge will also go over Fifth Street. The project will include installation of two ramps connecting Rice Avenue with Fifth Street and each of the ramps will be traffic signal controlled at their intersections with Fifth Street. The construction of the ramps will result in opportunities for enhanced landscaping. This will eliminate Rice Avenue crossing with the railroad tracks which will enhance safety

The Rice Avenue grade separation project requires the preparation of an Environmental Impact Report (EIR), along with preliminary engineering (PE) services, such as surveying, soil reports,

design concepts, and obtaining permits from outside agencies. Through a Request for Qualifications (RFQ) process WKE was selected as the most qualified for the project. On January 27, 2015 the City Council approved agreement No. 6944-14-DS in the amount of \$975,081 for the above listed services.

The project includes federal funding which requires certain levels of environmental review and engineering be done before certain types of funds can be allocated to the project. In this case Caltrans, due to the use of the \$1.76 million in Surface Transportation Program (STP) funds, is requiring additional environmental studies to reduce the risk of challenges to the project. These additional environmental studies include the preparation of: an Air Quality Conformity Analysis report, Noise Study report, Extended Phase I Proposal, Extended Phase I Survey, and Extended Phase I report, and an Initial Study/Environmental Assessment with Mitigated Negative Declaration and Finding of "No Significant Impact". If the environmental review was challenged, the challenge could delay and even stop the project completely.

The project has also been awarded \$1.523 million in Safe Transportation of Energy Product (S.T.E.P.) Rail grant funding. The Federal Highway Administration (FHWA) requires that a certain percentage of the engineering design be complete before these grant funds can be allocated; therefore this amendment also adds advanced Preliminary Engineering design services to the scope of contract. Caltrans will administer the STEP Rail grant funds; however, the Project Approval and Environmental Document (PA/ED) must be completed, approved, and accepted by Caltrans prior to allocating funds to the City.

The first amendment will authorize WKE, Inc. and its subcontractors to perform these additional services, increase the agreement cost by \$944,918, and extend the term of the agreement to December 2017. WKE was selected through an RFQ, not on a low bid. They are the most qualified to provide these additional services.

## **FINANCIAL IMPACT**

The cost of Amendment No. 1 is \$944,918, which increases the total cost of the agreement to \$1,919,999. There are sufficient funds appropriated in Project #133101 to cover the cost of the amendment. This project is funded by a Federal Highway Administration Surface Transportation Program (STP) grant in the amount of \$1,760,000 (88% reimbursement ratio) and Circulation System Improvement funds in the amount of \$240,000 (12% local match). The \$1.523 million in STEP Rail grant funds are not in the city accounts, but will be allocated to the City when the PA/ED is completed, approved, and accepted by Caltrans. Staff will return to Council to appropriate STEP grant funds. There is no impact to the General Fund.

## Agreement No. 6944-14-DS

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
ENGINEERING OR LAND SURVEYING SERVICES ONLY**

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of June, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and WKE Inc. ("Consultant"). This First Amendment amends the Agreement entered into on November 3, 2014, by City and Consultant.

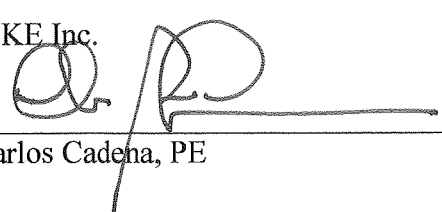
City and Consultant agree as follows:

1. Effective June 1, 2016, Section 1 of the Agreement, Scope of Services, is amended to include the services set forth in Exhibit A1, attached hereto and incorporated in full herein by this reference.
2. In section 12 of the Agreement, Term of Agreement, the date "August 1, 2016" is replaced by the date "December 31, 2017".
3. Subsection a of section 14 of the Agreement is amended as follows:
  - a. The figure "975,081.00" is replaced by the figure "1,919,999".
  - b. Exhibit C is supplemented by Exhibit C1, attached hereto and incorporated in full herein by this reference.
4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD:

\_\_\_\_\_  
Tim Flynn, Mayor

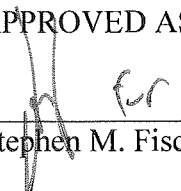
WKE Inc.

  
\_\_\_\_\_  
Carlos Cadena, PE

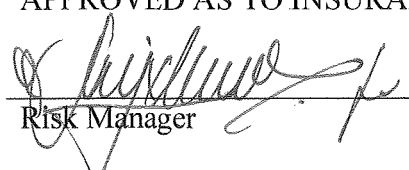
ATTEST:

\_\_\_\_\_  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Risk Manager

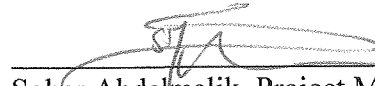
Agreement No. 6944-14-DS

APPROVED AS TO CONTENT:



Ashley Golden, Development Services  
Director

APPROVED AS TO CONTENT:



Soher Abdelmalik, Project Manager

APPROVED AS TO AMOUNT:

\_\_\_\_\_  
Greg Nyhoff, City Manager

**EXHIBIT A1**  
**SCOPE OF SERVICES**

## SCOPE OF SERVICES MILESTONE 1

### ADDITIONAL SERVICES REQUIRED FOR COMPLETING THE PA&ED (\$441,877)

Additional technical studies and design activities are required by Caltrans for approval of the PA&ED. The following are the additional engineering studies that were identified upon scoping and development phase of the Project Study Report-Project Development Support (PSR-PDS).

#### **TASK 1.1 - UPRR AND CPUC PRELIMINARY DESIGN AND PERMIT APPLICATION**

A detailed scope of work and estimate of costs is outlined in the attached proposal request from Patterson & Associates, Inc. and from Kimley Horn & Associates (Kimley Horn). The work would be completed if the alternative selected requires a temporary detour road across the UPRR tracks for the construction of the Project.

#### **TASK 1.2 - ADDITIONAL ENVIRONMENTAL SERVICES**

Additional environmental services are required by Caltrans for the approval of the Environmental Document. The scope of services is outlined in the attached proposal from GPA Consulting (GPA). The following reports will be prepared for review and approval:

- Air Quality Conformity Analysis Report
- Noise Study Report
- Extended Phase I (XPI) Proposal, XPI Survey, and XPI Report
- Initial Study/Environmental Assessment (IS/EA) with Mitigated Negative Declaration (MND) and finding of No Significant Impact (FONSI).

#### **TASK 1.3 – PREPARATION OF PSR-PDS AND PA&ED FOR CALTRANS APPROVAL**

Caltrans required the preparation of a PSR-PDS and PA&ED in lieu of a combined PSR-PR initially included in the contract. Additional effort was required for the completion of the two separate documents including geometric design, and meetings and coordination with Caltrans for reviews and approval during the 12 month extended period of completion.

#### **TASK 1.4 – EVALUATE NEW ALTERNATIVE TO REALIGN RICE AVENUE**

The City requested that a new alternative which realigns Rice Avenue to the east be evaluated in addition to the other alternatives under consideration. The proposed alternative would be included in the PA&ED for review and approval by Caltrans. The proposed alternative would minimize utility relocations and lower costs associated with the temporary detour required for the construction of the other alternatives while it increases right-of-way and permanent environmental impacts. The additional services include the following subtasks:

##### **1.4.1 Project Management**

Coordination with City and Caltrans will be maintained during the evaluation of the new alternative and during the reviews necessary for the approval of the PA&ED.

#### **1.4.2 Surveys**

Additional surveys and mapping will be performed for the extended limits of the Project associated with the new alternative. The scope is outlined in the attached proposal from WM Surveys, Inc.

#### **1.4.3 Engineering Design**

Engineering plans, profiles, and cross sections will be prepared for the new alternative. Results will be included in the analysis required to select the preferred alternative for the Project.

#### **1.4.4 Project Report Updates**

The PR will be updated to reflect the new alternative and evaluate the impacts and benefits for comparison with the other alternatives.

#### **1.4.5 Environmental Studies**

Updates to the environmental technical studies will be made and will be provided to Caltrans for review and approval. Coordination will be maintained during Caltrans reviews to incorporate all necessary comments. The scope of services is outlined in the attached proposal from GPA.

#### **1.4.6 Advanced Planning Studies (APS)**

An APS will be prepared for the bridge over State Route 34 (SR 34) for review and approval by Caltrans.

#### **1.4.7 Traffic Studies**

Additional traffic analysis will be performed to determine the Level-of-Service (LOS) and traffic operations and for comparison with the other project alternatives. Results will be incorporated into the Traffic Operations Analysis Report (TOAR) and will be submitted to Caltrans for review and approval. The scope of services is outlined in the attached proposal from Kimley Horn.

#### **1.4.8 Right-of-Way (ROW) Services**

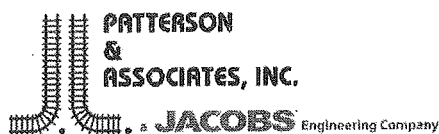
Requests for entry permits will be prepared and executed with property owners to allow consultant to enter private property and conduct additional environmental studies. Consultant will review existing utility agreements to determine relocation cost responsibility. The scope is outlined in the attached proposal from Hamner, Jewell & Associates.

#### **1.4.9 Cost Estimates**

Cost estimates for the new alternative will be prepared and included in the PR.

### **TASK 1.5 – VALUE ANALYSIS (VA)**

A VA study is required for all bridge projects utilizing federal funds with a total project cost (right-of-way, construction, and support) of \$40 million or more. Caltrans is required by federal mandate and as outlined in Deputy Directive DD-92-R1, effective December 1, 2012, also to apply value analysis to qualifying projects delivered by local agencies. The scope of services is outlined in the attached proposals from GPA and Value Management Strategies, Inc.



## Proposal to Prepare/Submit GO 88B CPUC Application for Rice Avenue/5<sup>th</sup> Street Detour and UPRR Tracks in the City of Oxnard during Construction of a Grade Separation over UPRR Tracks – Task 1.1.1

### Project Summary

The City of Oxnard (WKE) is proposing to construct a new temporary intersection for the duration of construction of the Rice Avenue grade separation over existing UPRR tracks.

JLP/Jacobs proposes to assist the City/WKE by:

- Coordinating all activities and attending meetings as required with all stakeholders, namely City of Oxnard and CPUC, for a total of four meetings - **28 hours**
- Reviewing and coordinating all requirements as shown on the attached exhibit with CPUC comments
- Preparing one GO 88B application for consideration by the CPUC to approve the construction of a new intersection on Rice Avenue - **48 hours**
- Revise or update exhibits - **8 hours**

### Scope

JLP/Jacobs's scope consists of the following:

- 1) Meet with the City to obtain all the necessary approvals for the application.
- 2) Prepare the GO 88 B application to submit to the CPUC for approval. The application includes:
  - a. Application text, description of the project
  - b. Vicinity map
  - c. Design plans/exhibits
  - d. Construction schedule/staging
- 3) Once the package has been signed by all parties, JLP will send it to the CPUC for processing.
- 4) Coordinate with CPUC, UPRR, City, County and Caltrans as required for GO 88 B signature only.
- 5) Attend a total of four meetings with City and CPUC as needed.
- 6) Coordinate with CPUC for diagnostic meeting and plan review at local office.
- 7) Respond to the City and CPUC's requests regarding the GO 88B application.
- 8) Provide written reports as needed.

### Deliverables

- Coordinate and review design plans with stakeholders for GO 88 B only
- Submit an application to the local CPUC and obtain approval



### Client's Responsibilities

- Meeting locations and facilities
- A contact person who will serve as the City's representative (WKE) and will consolidate all internal divisions' reviews
- Provide all required plans and required data for submittal to CPUC

### Limitation of Scope

Any additional services that JLP/Jacobs is asked to perform over and above the tasks and hours described in this proposal will be billed on a negotiated and WKE approved fixed fee or hourly basis as additional services. This task does not include any design for railroad or Rice Avenue improvements and/or traffic signals/preemption or UPRR coordination (to be done by others).

| <u>Item of Work</u>                                 | <u>Inspector &amp; Rate</u> | <u>Hours</u> | <u>Total</u> |
|-----------------------------------------------------|-----------------------------|--------------|--------------|
| Application, plan review, coordination and meetings | Alfred Yalda @ \$180/hour   | 76           | \$13,680.00  |
| CADD designer preparation of exhibits               | Javier Felix @ \$105/hour   | 8            | 840.00       |
| TOTAL – Task 1.1.1                                  | Budget:                     |              | \$14,520.00  |

# Kimley»Horn

## Traffic Signal Design Services for Rice Ave/5th Street Grade Separation

### Task 1.1.2

#### Project Understanding

The intersection of Rice Avenue and 5<sup>th</sup> Street will ultimately be reconstructed to include a grade separation. As part of the construction staging concept, Rice Avenue will be temporarily realigned to the east. When the roadway is realigned, a temporary signal will be needed at the Rice Avenue and 5<sup>th</sup> Street intersection. Railroad crossing improvements, including signal preemption, will also be needed where the Union Pacific Railroad (UPRR) crosses Rice Avenue. This work will include coordination with the California Public Utilities Commission (CPUC) and the UPRR as well as with Caltrans and with the City of Oxnard.

#### Scope of services

##### *Task 1: Project Initiation, Project Management, and Meetings*

Kimley-Horn will provide project management for each task detailed in this scope of services for the task duration, which is assumed to be 4 months. This task consists of providing project administration and attending up to two (2) additional project meetings. This task also includes coordination with the CPUC, the UPRR, Caltrans, and the City of Oxnard.

##### *Task 2: Data Collection*

Kimley-Horn will perform field work to verify observable existing conditions and to assist with design. Measurements will be made to document the location of features such as signing and striping, existing traffic signal equipment, curb/gutter, sidewalk, and the presence of above-and visible below-ground utilities. As part of this task, Kimley-Horn will obtain intersection drawings from WKE.

##### *Task 3: Prepare Design Plans, Special Provisions, and Cost Estimate*

Base mapping will be prepared based on the data obtained in Task 2. The base plans will be prepared using AutoCAD in English units using Caltrans symbology. The following types of plans will be prepared:

- **Traffic Signal Plan:**

One sheet will be prepared for Rice Avenue and 5<sup>th</sup> Street at a scale of 1" = 20'. This sheet will show the proposed signal and at-grade railroad crossing improvements. Traffic signal preemption calculations and design with the at-grade UPRR crossing is also included in this task.

- **Signing/Striping Design:**

One sheet will be prepared for Rice Avenue and 5<sup>th</sup> Street at a scale of 1" = 40'. This sheet will show proposed striping and signage associated with the proposed signal and at-grade crossing.

- **Lighting Design:**

Two sheets will be prepared for Rice Avenue at a scale of 1" = 40'. These sheets will show proposed lighting along Rice Avenue along the proposed detour route.

Kimley-Horn will submit the plans for review three times: at 65%, 95%, and 100%. Three bond sets will be submitted to you to submit to Caltrans for review. Kimley-Horn will address one set of consolidated comments for each submittal. After the 100% submittal, Kimley-Horn will submit one set of mylars and final electronic copy of the plans in pdf format. Kimley-Horn will include technical specifications with the 95% and 100% submittal based upon Caltrans Standard Specifications.

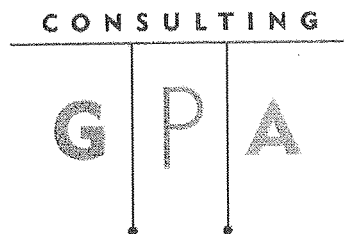
### **Fee and Billing**

Kimley-Horn will perform these additional services described above in the Scope of Services for a lump sum labor fee of **\$47,430**. Any additional intersections or segments identified during the course of the study would be considered as additional services. In addition to the labor fee, direct reimbursable expenses such as express delivery services, courier services, and other direct expenses will be billed at 1.15 times cost. An amount will be added to each invoice to cover other in-direct expenses. Kimley-Horn estimates these reimbursable expenses to be **\$1,200**. All permitting, application, and similar project fees will be paid directly by the Client. Fees and expenses will be invoiced monthly based upon the percentage of services performed as of the invoice date. Payment will be due within 25 days of the date of the invoice.

### **Assumptions**

Kimley-Horn assumes the following for the project:

- AutoCAD files for the detour will be provided.
- No utility adjustments or relocations are included in Kimley-Horn scope
- Plan preparation assumes addressing up to three (3) consolidated rounds of comments from Caltrans, the City of Oxnard, and CPUC, and UPRR.



## **Rice Avenue Grade Separation Project: Additional Services**

### **Task 1.2.1**

GPA Consulting (GPA) has prepared this additional services request in response to comments received from Caltrans regarding the Preliminary Environmental Assessment Report (PEAR), completed by GPA in July 2015. The City of Oxnard (City) is currently considering two build alternatives to profile Rice Avenue over Fifth Street (SR 34) and the Union Pacific Railroad Tracks. As part of the Project Initiation Document phase, GPA prepared a PEAR to identify the technical studies and type of environmental document necessary to complete the Project Approval/Environmental Documentation (PA/ED) phase of the project. The PEAR was reviewed by several members of Caltrans' environmental staff; based on comments from Caltrans, the following technical studies and environmental document will be required. These items were not part of GPA's original scope of work; therefore, they have been included in this additional services request.

- Air Quality Conformity Analysis Report
- Noise Study Report
- Extended Phase I (XPI) Proposal, XPI Survey, and XPI Report
- Initial Study/Environmental Assessment (IS/EA) with Mitigated Negative Declaration (MND) and Finding of No Significant Impact (FONSI)

### **Scope of Work and Budget**

#### **I. Project Understanding**

The City, in coordination with the Caltrans, proposes to separate an at-grade railroad crossing at Rice Avenue/Fifth Street (SR 34) and the UPRR tracks (project). Currently, the City is considering two build alternatives, including a single-connector alternative and a double-connector alternative. GPA prepared a PEAR for the project; the PEAR was submitted to Caltrans in July 2015. The PEAR was reviewed by several members of Caltrans environmental staff, and the revised PEAR was submitted to Caltrans in August 2015. As a result of conclusions in the PEAR, Caltrans will require preparation of the following environmental documentation, which is not a part of the original scope of work and fee provided by GPA:

- Air Quality Conformity Analysis Report
- Noise Study Report
- Extended Phase I (XPI) Proposal, XPI Survey, and XPI Report
- Initial Study/Environmental Assessment (IS/EA) with Mitigated Negative Declaration (MND) and Finding of No Significant Impact (FONSI)

## II. Project Scope

### Task 1: Air Quality Conformity Analysis Report \$8,772.50

As part of the original scope of work, AMBIENT Air Quality & Noise Consulting (AMBIENT) identified the need for an Air Quality Study Report (AQSR) to provide documentation and assessment of changes in emissions, particularly related to construction. Certain grade separation/safety projects are exempt from performing regional air quality conformity analysis and the project area is not located in a federal Particulate Matter nonattainment area; therefore, a conformity analysis was not included in the original scope of work. Caltrans has requested an Air Quality Conformity Assessment (AQCA) due to the fact that one of the build alternatives includes a double-connector. This build alternative is considered capacity increasing.

As a sub-consultant to GPA, AMBIENT will prepare an AQCA in accordance with Caltrans and Federal Highway Administration (FHWA) guidance. As part of this task, AMBIENT will prepare the TCWG submittal form/package. The TCWG submittal will be based on project data (e.g., project description, traffic data), to be provided. Based on a preliminary review of the project, it is anticipated that the project would not be considered a project of air quality concern (POAQC) and that a localized assessment of particulate matter concentrations would not be required.

*Deliverables: One electronic copy and up to three hard copies of the AQCA*

### Task 2: Noise Study Report \$11,962.50

As part of the original scope of work, AMBIENT concluded that the project area is not near any noise-sensitive land uses or exterior areas of frequent human exposure; therefore, a noise report would not be required. Since the original scope of work was completed, Caltrans has identified the need for a Noise Study Report (NSR) whenever traffic lanes are moved closer to occupied buildings; therefore a NSR will be required for the project.

AMBIENT will prepare a NSR in accordance with Caltrans/FHWA guidance. The NSR will include a description of the existing noise environment, based on existing environmental documentation and a review of site reconnaissance data. AMBIENT will conduct ambient noise monitoring at various locations in the vicinity of the project site to document existing environmental conditions and traffic noise levels. Up to ten short-term (i.e., 10-60 minute) and one long-term noise measurement surveys will be conducted. Ambient traffic noise levels will be monitored during peak-hour periods for purposes of calibrating the traffic noise model. Relevant background information, including noise fundamentals, descriptors, and applicable federal, state, and local regulatory framework, will be described.

To assess potential short-term noise impacts, sensitive receptors and their relative exposure to the proposed project area (considering topographic barriers and distance) will be identified. Noise levels of specific construction and demolition equipment will be summarized and included in the report. Predicted construction and demolition noise levels at nearby receptors will be calculated using the FHWA's *Roadway Construction Noise Model* (version 1.0).

Traffic noise modeling will be conducted using the FHWA *Traffic Noise Model* (TNM), version 2.5, to evaluate long-term project impacts. Traffic noise modeling will be conducted based on traffic data to be obtained from the traffic analysis prepared for this project. This assessment will include evaluation of the no-build alternative and the preferred project alternative for existing, near-term, and future build scenarios. Predicted traffic noise levels will be compared to applicable FHWA/Caltrans noise-abatement criteria and summarized in the report. Predicted changes in traffic noise levels will be summarized and included in the report. The NSR will also include a brief discussion of ground borne vibration levels typically associated with construction activities, based on data to be obtained from existing environmental documentation.

*Deliverables: One electronic copy and up to three hard copies of the NSR*

**Task 3: XPI Proposal, XPI Survey, and XPI Report** **\$37,730.00**

During the records search completed in May/June of this year as part of the PEAR, DUKE CRM (DUKE) identified three archaeological resources within and/or adjacent to the project along both 5th Street and Rice Avenue. The next step is to complete the project Archaeological Survey Report (ASR) which will be followed by an XPI. The purpose of the XPI is to identify buried archaeological sites when it is not possible to know that the site is still intact or when it is not known if the site extends below the surface. The XPI study does not evaluate archaeological sites for eligibility on the California and/or National Registers. If an intact archaeological site is discovered by the XPI, additional studies will be necessary.

As a sub-consultant to GPA, DUKE will conduct an XPI to identify archaeological resources that may be buried within and/or immediately adjacent to the APE for direct effects. The XPI consists of an XPI Proposal, Fieldwork, Laboratory analysis, and report. The first step is the XPI Proposal. The purpose of the XPI Proposal is to discuss property specific research as it pertains to the archaeological sites within the APE, methods for field and laboratory work, goals for the XPI, and plans for Native American monitoring and curation. Native American consultation will be on-going throughout the XPI.

Upon completion of the XPI Proposal and approval from Caltrans, DUKE will subcontract with a local Native American monitor during the fieldwork. Legal access to all parcels to be investigated will need to be secured by the City prior to the start of XPI fieldwork.

Fieldwork will consist of a series of up to 10 trenches placed in areas of high sensitivity. The location of these trenches will be determined after detailed property specific research has been conducted during the XPI Proposal. Trenches will be excavated to a depth of approximately five feet in depth. If an archaeological feature is discovered the feature will be characterized, photographed, and mapped. The feature will be left in place. Stratigraphic observations will be made. If artifacts are observed in the trenches the material will be collected and taken to the laboratory for identification. Cultural Material will be cleaned, identified, and categorized in the laboratory.

The XPI report will include a discussion of the methods and results of the field and laboratory efforts. The report will discuss the vertical and horizontal extents of any archaeological finds and the nature of the finds. The report will include maps, photographs, and site records (DPR 523 Series), as appropriate.

*Deliverables: One electronic copy and up to three hard copies of the XPI Proposal and XPI Report*

**Task 4: Administrative Draft IS/EA, Draft IS/EA and Final IS/EA** **\$49,686.54**

The City and Caltrans are currently working to complete a co-operative agreement that will identify the CEQA and NEPA lead agencies. For the purpose of this scope of work, it is assumed that Caltrans will be the lead agency for both CEQA and NEPA. Though certain grade separation projects are statutorily exempt from CEQA, the double connector build alternative will require preparation of an Initial Study/Mitigated Negative Declaration (IS/MND). During preparation of the PEAR, an Environmental Analysis/Finding of No Significant Impact (EA/FONSI) was identified as the appropriate level of NEPA documentation. Because Caltrans is anticipated to be the CEQA and NEPA lead agency, it is assumed that a joint environmental document (IS/EA with MND/FONSI) will be prepared. The IS/EA will be prepared based on Caltrans' IS/EA Annotated Outline (AO); the document will contain all information, maps, and other supporting documentation required by the AO.

Following completion of the appropriate technical analysis, GPA will reference the results of these studies, as well as other background research, to prepare an Administrative Draft IS/EA for review by the City and Caltrans. Once complete, the document will be submitted to the City for review and comment prior to submittal to Caltrans.

GPA will prepare the Draft IS/EA for public circulation based on comments received from the City and Caltrans. Assuming there are no additional comments once the revisions are complete, GPA will coordinate with Caltrans to circulate the Draft IS/EA to the public for the 30-day public review period. GPA will deliver hard copies of the document to area libraries, and will maintain a file of any comments received during the circulation period, for use in preparing the final document. It is assumed that the City or Caltrans will be responsible for any additional local postings.

Following circulation of the Draft IS/EA (with MND), GPA will prepare responses to any public comments received and incorporate the responses and any required revisions into the document. It is assumed that no more than six public comments would be received. GPA will then prepare a Final IS/EA and submit it to the City for review. GPA will coordinate as needed to make further revisions and obtain approval from Caltrans to finalize the document. Once the Final IS/EA is prepared, GPA will coordinate with Caltrans to obtain a FONSI for the project, and will prepare a Notice of Determination to be filed within five days of approval.

*Deliverables: One electronic copy of the Administrative Draft IS/EA; One electronic copy and up to twelve hard copies of the Draft IS/EA; One electronic copy and up to twelve hard copies of the Final IS/EA*

**Task 5: Public Meeting** **\$11,469.68**

It is assumed that there will be one public hearing during the circulation period of the Draft IS/EA in order to receive public comments for incorporation into the Final IS/EA. It is assumed that the meeting would be held at the City; possibly in the City Council chambers. GPA will work with the City and Caltrans to provide support during the public hearing, as needed. It is assumed that support provided by GPA will include the preparation of notifications of a public hearing, preparation of

hand-outs and comment/speaker cards, and presentation of project status during the hearing. During the public circulation period, GPA will maintain a file of any comments received for use in preparing the Final IS/EA.

*Deliverables: One Public Meeting & Public Information Materials*

#### **Task 6: Project Management**

**\$11,136.38**

Throughout the environmental process, GPA will maintain a clear line of communication with the City, and will conduct regular status checks to ensure all tasks are on schedule and within budget. The GPA Project Manager will prepare a monthly progress report that includes the progress of each task, new and ongoing issues, proposed resolutions, and estimated impact on the schedule. The Project Manager will attend up to two meetings throughout the environmental process either in person or by teleconference. GPA will also maintain electronic copies of the complete environmental record of the project, and will provide the City with a copy of all documentation. It is anticipated that Caltrans will require traffic handling for surveys conducted in Caltrans ROW, and traffic handling has been included in the cost for this task.

*Deliverables: Complete Environmental Record*

### **III. Assumptions**

This scope has been prepared based on the following assumptions:

- *The cost assumes no more than one Caltrans Encroachment Permit application will need to be prepared to complete all surveys and trenching necessary for the PA/ED phase. The cost also assumes no more than one round of traffic handling would be necessary for site surveys in Caltrans right of way.*
- *Based on communication with Caltrans, a scoping meeting will not be required for preparation of the EA.*
- *Regarding air quality analysis, attendance at TCWG meetings is not anticipated to be required and is not included in this scope of work. This scope of work assumes that the preferred project alternative would be consistent with the regional transportation plans and would not result in a substantial increase in traffic volumes.*
- *Regarding noise/vibration analysis, measurement of groundborne vibration levels is not anticipated to be required for this project and is not included in this scope of work.*
- *Regarding hazardous materials, this scope and fee does not include a Phase II study. If the Phase I Initial Site Assessment identifies the need for a Phase II study, a separate scope and cost would be prepared to complete the work.*
- *Regarding cultural resources, it is assumed that the CEQA lead agency (whether it is the City or Caltrans) would prepare all outreach documentation necessary for compliance with AB 52.*
- *Regarding the XPI work, if more than 10 trenches are needed to obtain an adequate sample, additional budget will be necessary. The XPI Survey is limited to 5 days of fieldwork (1 field director, 2 field crew, 1 Native American monitor) and 2 days of laboratory analysis (1 field director). It includes the use of a back-hoe and operator as well as a Native American monitor. Any asphalt removal and asphalt replacement will be the responsibility of the City. Curation of any artifacts that are discovered is not included in this scope of work.*



- *Regarding the XPI Proposal and Report, one round of comments are included in the scope of work and cost. Additional rounds of comments may warrant additional budget to account for extra time spent revising the reports. Any asphalt removal and asphalt replacement will be the responsibility of the City. Curation of any artifacts that are discovered is not included herein and will need to be determined and included in a separate scope and cost.*
- *Regarding relocation impacts, a Relocation Impact Memorandum will be prepared as part of the Community Impact Assessment, included in the original scope of work.*
- *Regarding the environmental document, it is assumed that the City and/or Caltrans will be responsible for any fees associated with filing or posting notifications related to the CEQA and NEPA document.*

**WM SURVEYS, INC.**

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William L. Meagher, Land Surveyor #5948  
Jeremy M. Henry, Land Surveyor #8135  
2747 Sherwin Avenue, Suite #12 - Ventura, CA 93003  
Phone (805) 677-4850 Fax (805) 677-4853  
wmhinc@west.net

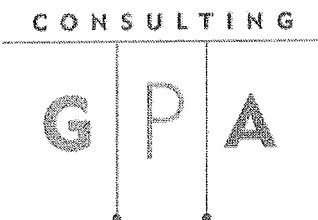
WM Surveys, Inc. scope of services consists of the following:

Task 1.4.2 - Conventional Ground Survey and Mapping

Limits are:

- 1) Rice Avenue from Wooley Road to 750' north of Wooley Road
  - The topography will include edge pavement, edge travelled way and field 50' plus or minus from EP.
- 2) Farmed land southeast of intersection at Rice and 5<sup>th</sup> Street
  - Ground shots would be every 200ft.

Fees for services are estimated to be \$7,640.



**Rice Avenue Grade Separation Project: Additional Services**  
**Task 1.4.5**

**\$63,620.96**

GPA Consulting (GPA) has prepared an additional services request in response to the City of Oxnard and WKE requesting the analysis of Alternative 3 - Option A, Double Connector Road and Option B, Single Connector Road to the environmental technical reports and the Initial Study/Environmental Assessment. Alternative 3 – Option A and Option B were not part of GPA’s original scope of work or the existing additional services contract; therefore, GPA will need to conduct the following tasks:

- **Revise Technical Studies** – GPA will revise the following technical studies to include Alternative 3 – Option A and Option B: Community Impact Analysis, Farmland Impact Study, Natural Environmental Study, Air Quality Study Report, Air Quality Conformity Analysis, Noise Study Report, Hazardous Waste Phase I Initial Site Assessment, Historical Resource Evaluation Report, Archaeological Survey Report and Area of Potential Effects map. The revised technical studies will include the new project description, revised maps/figures, and impact analysis of the new alternative.
- **Revise and update the Initial Study/Environmental Assessment** – GPA is approximately 30% complete in the preparation of the Initial Study/Environmental Assessment (IS/EA). Due to the addition of a new build alternative, GPA will be required to revise various portions of the IS/EA that have already been completed, including the project description, existing setting, and maps and figures. In addition, GPA will be required to analyze the new build alternative in each technical section included in the environmental document.

# Kimley»»Horn

## *Rice Avenue Grade Separation Project* *Traffic Operational Analysis Report (TOAR)* *Task 1.4.7*

Kimley-Horn and Associates, Inc. ("Kimley-Horn") will provide additional Traffic Engineering services for the above mentioned project. The project understanding, scope, and fee are provided below.

### **PROJECT UNDERSTANDING**

The TEPA report has been approved by Caltrans and a Traffic Operations and Analysis Report (TOAR) now needs to be prepared to support the Project Approval/Environmental Document (PA/ED) phase of the project approval process. In addition, a new alternative has been identified by the project team and should be analyzed as part of the TOAR.

### **SCOPE OF SERVICES**

Kimley-Horn will provide the following services:

***Collision Analysis Summary:*** Kimley-Horn will prepare obtain the most recent 5-year TASAS collision data from Caltrans and prepare an updated collision summary to be included in the report.

***Traffic Analysis:*** Kimley-Horn will analyze intersection operations for the additional alternative that includes re-alignment of Rice Avenue to the east. Kimley-Horn will include both the single connector as well as double connector options in this alternative scenario. The analysis will be based upon Caltrans and Highway Capacity Manual (HCM) procedures as described in the original scope of services.

***Traffic Operational Analysis Report:*** Kimley-Horn will update the previously prepared TEPA report to reflect the changes described above and prepare a draft TOAR for WKE review. Kimley-Horn will address up to two rounds of comments from WKE and/or Caltrans and have included up to 20 hours of effort for addressing comments. Kimley-Horn will attend up to two meetings as part of this task.

### **ASSUMPTIONS**

It is assumed that no new traffic counts or traffic forecasting effort will be required as part of TOAR preparation. Any additional effort including additional analysis or meetings beyond what is identified in the original scope and this additional service request will be considered additional services.

### **FEE AND BILLING**

Kimley-Horn will perform these additional services described above in the Scope of Services for a lump sum fee of \$14,950. Any additional intersections or segments identified during the course of the study would be considered as additional services.

# **HAMNER, JEWELL & ASSOCIATES**

## **Government Real Estate Services**

*a division of Beacon Integrated Professional Resources, Inc.*

### **Rice Avenue Grade Separation Project - Additional Services**

#### **Task 1.4.8**

Hamner, Jewell & Associates (HJA) was tasked to locate and contact certain private property ownerships impacted by the initial Project design plan alignment and update owner representatives on the general nature of the Project and then obtain from them Entry Permits to allow for initial Project site surveys on their properties. Multiple parcels were involved and combined into the below listed ownerships that HJA has been working with in 2016 and has obtained needed approvals for Entry Permits and Project studies:

1. E & H LAND COMPANY LLC—land at south west corner.
2. HOLDEN LLC (formerly HAILWOOD INC)--land at south east corner.
3. PEGH INVESTMENTS LLC-- land at north east corner.
4. HIJI/NISHIMORI-land at north west corner.

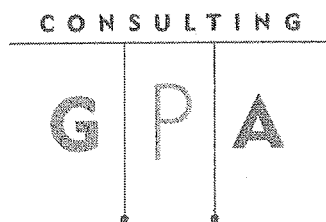
Additional tasks shall include:

- Coordinate with WKE and Project environmental consultant staff on needs for Entry Permits from property owners for Project Studies and any necessary follow-up contacts.
- Review Utility Relocation needs and issues with United Water Conservation District.
- Review Utility property rights agreements and City Franchise terms and preparation of review results report.
- Assist WKE with completion of the applicable sections of any needed Caltrans ROW Data Sheets (Note: if a licensed appraiser is needed for property cost input to complete ROW Data Sheets, those costs will be additional and separate to those costs listed herein).
- Provide Status Report(s) and coordination on scope and tasks with WKE.

#### **Cost Estimate for Additional Services**

|                                           |                 |
|-------------------------------------------|-----------------|
| • HJA R/W Services *                      | \$14,800        |
| • Misc. Costs (Mileage, Copying, Postage) | \$ 200          |
| <b>TOTAL:</b>                             | <b>\$15,000</b> |

\* This additional cost covers up to a maximum of 100 hours of direct Hamner, Jewell & Associates staff time.



**Rice Avenue Grade Separation Project  
Value Analysis Study Workshop – Task 1.5.2**

David Lewis, Senior Environmental Planner, will be attending the Rice Avenue Grade Separation Project Value Analysis Study Workshop for GPA. The workshop will be five (5) days in August 2016.

The budget associated with this request is \$4,956.

**Value Management Strategies, Inc.**

**SCOPE OF SERVICES**

**Task1.5.3**

**I. Project Description**

Value Management Strategies, Inc. (VMS) shall assist with preparing and distributing a Value Analysis (VA) study of the project described below:

*Rice Ave. / 5th St. / UPRR Grade Separation*

**II. Team Authority and Coordination:**

VA Study to comply with NHS VA mandate and follow the Caltrans VA methodology as outlined in Chapter 19, "Value Analysis", of the Project Development Procedures Manual (PDPM) and detailed in the latest Caltrans VA Team Guide and Report Guide. VA studies identify and evaluate alternative project solutions and provide recommendations to decision-makers.

**Study Coordination:**

Rob Stewart, Program Manager, Value Management Strategies, Inc.

Fred Kolano, VA Facilitator, Value Management Strategies, Inc.

WKE

Caltrans

**III. Study Participants and Schedule**

The VA Study is to follow the activities as defined in the Caltrans VA Activity Chart. The list of VA Study participants will be developed by Caltrans and WKE. The Value Analysis study *will be 5 days in August 2016*. A pre-study meeting will be scheduled at least 2 weeks prior to the start of the study. Once the Draft report has been reviewed by the project stakeholders, an implementation meeting will be conducted to resolve the disposition of the VA Alternatives presented in the report.

**IV. Period of Performance**

WKE shall provide VMS with written approval prior to commencement of any work.

**V. Scope of Services**

The required services are to lead a VA study of the above-described project. The scope of the work shall include but is not limited to the following:

- Provide a qualified, independent Certified Value Specialist (CVS) team leader to lead a VA study in accordance with Caltrans value methodology.
- Provide VA study documentation in accordance with the Caltrans VA Report Guide and this task order.
- Conference rooms will be provided by WKE or Caltrans.
- Ensure that applicable data and correspondence, any other relevant information necessary for the VA study is collected, developed and distributed.

- Facilitate VA Team Meetings.

## **VI. VA Deliverables**

The VA Team Leaders are responsible for the following:

- Develop the draft VA study charter (Attachments A, B and C per the Caltrans Team Guide). Lead the VA Study. Participants should include representatives of, including the Project Manager, Caltrans, WKE, project development team staff, and key outside project stakeholders (local transportation agencies, local government, and permitting agencies).
- Complete the Preliminary VA Report with input/review of VA Team and technical reviewers in accordance with the VA Report Guide – Third Edition and with the following items:
  - A distribution list for the VA reports must be developed with the Project Manager.
  - Submit Preliminary VA Report as an electronic copy; no more than 2-weeks following Initial VA Presentation, as specified in the report distribution list.
- Coordinate with WKE and Caltrans on the project stakeholders' responses to the preliminary VA report and prepare for an implementation meeting to resolve the disposition of the VA alternatives, finalize the VA study reportables (costs, performance and value indices).
- Submit Final VA Report as specified in Caltrans VA Report Guide – Third Edition. Report should be submitted no more than 3 weeks following VA Final Presentation. Final VA report will be an electronic copy in PDF format.
- If all VA Alternatives are not resolved at the Implementation Meeting, an Implementation Action Memo will be submitted within 3 working days detailing what work needs to be completed in order to develop final disposition of the VA Alternatives, who is responsible for this action, and when it is due. The team leader will follow up with the Project Manager from WKE and other responsible parties to resolve these open items. Once all items have been resolved, the Final Report will be completed.
- Provide Caltrans HQ VA Program Manager electronic copies of the Preliminary and Final Reports so that they can include the study in their annual reports to FHWA.

## **VII. Reports and/or Meetings**

VMS shall submit progress reports, and meet with WKE, as needed, to discuss progress on the study.

VMS shall schedule and facilitate the Pre-Study, VA Study, and Implementation meetings at a date and time to be determined by WKE and Caltrans.

## **VIII. VA Study Budget**

The total cost for the services performed by VMS is \$39,526.



## SCOPE OF SERVICES MILESTONE 2

### PRELIMINARY ENGINEERING (OPTIONAL)

(\$503,041)

The tasks below may be completed at the option of the City. These tasks are long lead activities which would follow the scheduled critical path but when completed early will minimize the risk of potential delays to the delivery of the Project.

#### 1.0 PROJECT MANAGEMENT

##### **TASK 1.1 – Coordination Meetings/Minutes**

Consultant's Project Manager will hold coordination meetings with the City and other stakeholders to discuss technical issues associated with the preparation of the preliminary engineering. Coordination meetings will be held as necessary to discuss technical work and management-related issues. Minutes of Project meetings will be prepared by Consultant and will be distributed to attendees and to the City within five working days. Consultant will make available for review, the minutes of each meeting at each succeeding meeting. Consultant's Project Manager will hold conference calls with the City of Oxnard when required and is assumed will need to occur on a weekly basis.

##### **TASK 1.2 – Meetings with Caltrans**

Consultant's Project Manager will hold meetings with Caltrans' functional unit as often as necessary to discuss technical issues and to facilitate the progress of the work and review comments. Minutes of design meetings will be prepared by the Consultant and will be distributed to attendees and to the City within five working days. Consultant's Project Manager will hold bi-monthly PDT meetings to include the City, Caltrans, and other interested parties. Minutes of these PDT meetings will be prepared by Consultant and will be distributed to attendees and to the City within five working days. Consultant will make available, for review, the minutes of each meeting at each succeeding meeting.

##### **TASK 1.3 – Project Management Plan**

A Project Management Plan (PMP) will be prepared within five working days from the start of the preliminary engineering. The PMP will be a live document for all Project Team members to use throughout on the Project. The PMP will include the Project Schedule, key milestone dates, project organization chart, financial targets, communication protocols, and quality control procedures. A memorandum will also be included setting forth the design criteria to be used for the Project, along with the required standards of practice.

##### **TASK 1.4 – Project Documentation and Correspondence**

Copies of all correspondence received from Caltrans, or any other agency, will be forwarded to the City within five days of receipt. In addition, five days prior to sending correspondence to another agency for review, a copy will be provided to the City. Correspondence will be provided in electronic format.

##### **TASK 1.5 – Project Team Coordination (Internal)**

Consultant's Project Manager will conduct weekly meetings with the Consultant's Design Staff to discuss the progress of the work and to monitor the design. Internal team coordination is expected to occur every day during design development. Consultant will maintain project files that are indexed in accordance with Caltrans' Project Development Uniform File System. All correspondence will be filed and copies submitted to the City for review. At the completion of the contract, all project files and correspondence will be turned over to the City.

#### **TASK 1.6 – Project Team Coordination (Subconsultants)**

Consultant's Project Manager will conduct weekly meetings with its Subconsultants to discuss the progress of the work and to monitor the design. Consultant will coordinate the activities of the Subconsultant Team. All correspondence with the Subconsultant Team will be filed and turned over to the City at completion of the assignment, if required.

#### **TASK 1.7 – Progress Reports/Invoices**

On a monthly basis, Consultant will prepare and submit to the City a monthly progress report indicating the progress achieved at the Project Task level. The report will summarize the actual progress compared with the estimated progress and will identify problem areas, provide evaluations, recommendations, and an outline on the process, which the Consultant and the City will follow to rectify the problem(s). The progress report will be submitted with the monthly invoice.

#### **TASK 1.8 – Project Schedule**

Consultant will prepare a bar chart schedule for submittal to the City within seven days of the kickoff meeting. The schedule will include all milestones, tasks and subtasks, review periods, and coordination activities. Consultant will maintain the Project Schedule and will submit it monthly to the City. The status of Project Tasks derived from the Project Schedule and agreed to by the City, will be referenced to the original planned date, forecast date, and actual date. The target (base) schedule will be displayed on the bar chart for all activities.

### **2.0 SURVEY**

#### **TASK 2.1 thru Task 2.4 – (Completed Under Original Scope)**

#### **TASK 2.5 thru Task 2.6 – Additional Survey**

Additional surveys will be conducted along Rice Avenue and Fifth Street required for detailed design.

#### **TASK 2.7 – Prepare Right-Of-Way Maps – Not Included**

#### **TASK 2.8 – Prepare Acquisition Documents – Not Included**

### **3.0 ROADWAY**

#### **TASK 3.1 – Permit Applications**

Consultant will apply for the encroachment permit from Caltrans, County, and City to enter the right-of-way to perform additional surveys and geotechnical investigations related to this Scope of Services, and to conduct site visits. Consultant will coordinate with Caltrans, County, and City toward the approval of the encroachment permits.

**TASK 3.2 – Geometric Approval Drawings (GADs)**

GADs will be prepared for the preferred alternative prior to approval of the PA&ED. The GADs will provide vertical and horizontal alignment information, cross sections, and traffic information. The GADs will serve as the basis of design for the PS&E phase of the Project.

**TASK 3.3 to 3.11 – Roadway Plans**

Consultant will prepare the 20% design for the roadway plans to Caltrans Standards, which are to 50 scale printed full size. The plans will include:

- Title Sheet
- Key Map and Line Index
- Typical Cross Sections
- Roadway Layouts
- Profiles and Super elevation Diagrams

**TASK 3.14 – Quantities and Cost Estimates – Not Included****TASK 3.15 thru TASK 3.16 – Not Included****4.0 STRUCTURES****TASK 4.1 – Bridge Type Selection**

The Consultant team will prepare the bridge general plans to reflect all the geometric, utility, foundation and bridge design changes. All of the information for this task will be obtained from the approved environmental documents and the geometric base plan by Caltrans approved and the City. The general plan will follow Caltrans OSFP I&P Guide Section 4-2 “Structure Type Selection.” Bridge General Plans will be based on the Bridge Site Data Sheets (BSDS). Detailed falsework clearance calculations will be prepared by the bridge engineers to verify the proposed overhead clearance of all bridge constructions that require concrete construction on falsework. Structure design will be prepared in English units. Design will follow Caltrans Bridge Design Specification using Load Factor Design.

Detailed vertical clearance calculations will be performed for the Type Selection Report. The vertical clearance will include an estimate for the depth of falsework required to span over the traffic on State Route 34 and UPRR. An alternative structure using precast girders without the need for ground support falsework will be considered. Cost estimates will include the additional cost associated with the use of special falsework, alternative construction details, or structure types.

Preliminary seismic analysis will be performed during the Bridge Type Selection Phase. The purpose of the seismic analysis is to confirm the structure dimension and foundation type, size, and locations. Seismic analysis will be based on the preliminary geotechnical design memo produced by the project geotechnical engineer. The analysis would include a 2-D push analysis of the bent(s), dynamic analysis based on the proposed ARS curve per SDC 1.2, and estimated foundation stiffness. The analysis will determine elastic seismic displacement of the proposed structure.

Bridge Type Selection Report will be prepared that contains the material as required under I&P Guide 4-2. Consultant will also prepare General Plan Estimates for all the structure alternatives that have been studied during the Type Selection process, and will confirm the proposed foundation design following foundation recommendations contained in the Preliminary Foundation Report.

Consultant will attend a Structure Type Selection/Seismic Retrofit Strategy meeting to be held at Caltrans Division of Structure's office in Sacramento. Consultant will invite the representatives from UPRR and SCRRA. Consultant will present the design, preliminary seismic design analysis, and preliminary design of columns and foundations in the Type Selection Meeting. Approval of the Type Selection would signify the approval of the bridge design concept, and to continue toward the final PS&E phase of the bridge design effort.

**TASK 4.2 thru TASK 4.3 – Not Included**

**TASK 4.4 – Structure Plans – Not Included**

**TASK 4.5 and TASK 4.6 – Not Included**

## **5.0 Geotechnical Investigations**

Fugro will provide PS&E geotechnical design-level engineering services as outlined in the attached proposal. The scope will include field exploration, lab testing, and foundation reports.

**TASK 6 thru TASK 9 – Not Included**

## **10.0 MAINTENANCE OF TRAFFIC**

**TASK 10.1 – Construction Staging Concepts – Not Included**

**TASK 10.2 thru 10.4 – Not Included**

**TASK 11 and TASK 12 – Not Included**

## **14.0 UTILITY SUPPORT**

**TASK 14.1 and TASK 14.2 – Not Included**

**TASK 14.3 – Potholes for Utility Plans**

Possible utility impacts at the Project site include overhead electrical, high pressure gas, sewer, water, and fiber optic communications. Consultant will provide up to 20 pothole locations to identify any key utilities that would be impacted by the Project. Consultant will update the base maps for the location of existing utilities and probable relocation requirements.

**TASK 14.4 thru TASK 14.6 – Not Included**

## FUGRO CONSULTANTS, INC.


**Rice Avenue Grade Separation at Fifth St/UPRR Tracks Project – Design Level Geotechnical Engineering Services – Milestone 2- Task 5.0**
**PROJECT UNDERSTANDING**

The project will consist of a new grade separation bridge along Rice Avenue over the existing UPRR tracks and Fifth Street. Fugro Consultants Inc.'s (Fugro) understanding of the project is based on the draft Project Study Report- Project Development Support Report prepared by WKE dated July 2015, and Fugro's work associated with the preparation and submittal of a Preliminary Foundation Report for the project. The project alignment and configuration of the grade separation structure has not been determined but will consist of the following alternatives:

| Alternative    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Alternative 2  | <ul style="list-style-type: none"> <li>Reconstructed Rice Avenue follows the current alignment</li> <li>Retaining walls required along the west side of Rice Avenue north of Fifth Street and at the United Water Well site located southeast of the Rice Avenue/Fifth Street intersection</li> <li>Ramps from Fifth street to elevated Rice Avenue proposed on the east and west sides of Rice Avenue</li> <li>Bridge structure consisting of a two-span bridge with 130-to-140-foot-long spans with relatively tall (up to 30-foot-high) abutment walls</li> </ul> |
| Alternative 3  | <ul style="list-style-type: none"> <li>Reconstructed Rice Avenue follows the current alignment</li> <li>Retaining walls required along the west side of Rice Avenue north of Fifth Street and at the United Water Well site located southeast of the Rice Avenue/Fifth Street intersection</li> <li>A single ramp from Fifth street to elevated Rice Avenue proposed on the east side of Rice Avenue</li> <li>Bridge structure consisting of a two-span bridge with 130-to-140-foot-long spans with relatively tall (up to 30-foot-high) abutment walls</li> </ul>   |
| Alternative 3B | <ul style="list-style-type: none"> <li>Reconstructed Rice Avenue follows an alignment located east of the current Rive Avenue alignment</li> <li>A retaining wall required at/along the United Water Well site located southeast of the Rice Avenue/Fifth Street intersection</li> <li>Ramp from Fifth street to elevated Rice Avenue proposed on the east and/or west sides of Rice Avenue</li> <li>Bridge structure consisting of a four-span bridge with 130-to-140-foot-long spans with relatively tall (up to 30-foot-high) abutment walls</li> </ul>           |

The Rice Avenue grade separation bridge will have six lanes of traffic along the bridge and is anticipated to be approximately 250 to 375 feet long (depending on the span configuration).

## SCOPE OF WORK

Fugro's final design-level geotechnical engineering effort will build on their preliminary work and will consist of supplemental subsurface exploration using conventional geotechnical drilling and sampling methods; geotechnical laboratory testing; geotechnical engineering analyses, preparation of Draft and Final Foundation Reports; plan review; general project management, consultation and meeting attendance. A description of Fugro's design-level scope of work is provided below.

Because the project alignment alternative has not been selected, the scope and fee assumes that the Alternative 3B (offset) Alignment will be selected because Fugro believes that alignment will require more subsurface exploration-related costs than the other alignments. However, the Alternative 3B Alignment will require less effort for permitting and traffic control than the Alternative 2 and 3 alignments, so the overall cost differences between the alternatives are not significant. Separate internal cost estimates for the various alternatives have been developed.

## TASK 1- SUBSURFACE EXPLORATION PROGRAM

### Alternative 2 or 3

Both Alternatives 2 and 3 indicate the grade separation will generally follow the same alignment as existing Rice Avenue. The difference is whether one or two connector roads will be incorporated in the design. For Fugro's preliminary design effort (Fugro, 2016), four (4) CPT soundings were performed along existing Rice Avenue near the proposed bridge and future retaining wall north of the bridge. Should Alternative 2 or 3 be selected, Fugro proposes to supplement those CPT soundings with mud-rotary drilling and sampling for soil characterization and laboratory testing. The purpose of the mechanical drilling and sampling will be to confirm the preliminary CPT interpretations, log the actual subsurface conditions and to perform laboratory testing on selected soil samples. The laboratory tests will be used to develop the final geotechnical design strength profiles used to provide design input for structure foundations and provide earthwork and pavement recommendations.

The additional drilling program would consist of the following:

| Structure                      | Proposed Exploration for Alternative 2 or 3                    |
|--------------------------------|----------------------------------------------------------------|
| 2-span bridge                  | (2) 75-foot mud rotary borings                                 |
| Retaining wall at pump station | (1) 75-foot mud rotary boring                                  |
| MSE wall along development     | (1) 75-foot mud rotary boring                                  |
| Connector and approach roads   | (2 or 3) 10-to 30-foot mud rotary or hollow stem auger borings |

Exploration along Rice Avenue will require an encroachment permit from the City of Oxnard and traffic control consisting of shoulder and/or single lane closures, depending on the boring location.

### **Alternative 3B**

No previous exploration was performed along Alternative 3B Alignment as part of Fugro's work to prepare a Preliminary Foundation Report for the grade separation project. Therefore, Fugro's exploration program for that alignment alternative will consist of a combination of mud rotary drilling and CPT soundings.

The purpose of the additional exploration will be to obtain subsurface data at the actual proposed structure foundation locations per Caltrans guidelines. The CPT explorations provide a relatively quick and easy way to obtain continuous subsurface data to supplement the drill holes. The drill holes will be used to confirm the CPT interpretations and to perform laboratory testing on selected soil samples. The laboratory tests will be used to develop the final geotechnical design strength profiles used to provide design input for structure foundations and provide earthwork and pavement recommendations.

The additional exploration program would consist of the following:

| <b>Structure</b>               | <b>Proposed Exploration for Alternative 3B</b>                                                                       |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------|
| 4-span bridge                  | (2) 75-foot mud rotary borings at bridge support locations<br>(3) 100-foot CPT soundings at bridge support locations |
| Retaining wall at pump station | (1) 75-foot mud rotary boring                                                                                        |
| Elevated fill pad              | (1) 50-foot mud rotary boring<br>(1) 50-foot CPT sounding                                                            |
| Connector and approach roads   | (2 or 3) 10-to 30-foot mud rotary or hollow stem auger borings                                                       |

For alternative 3B, explorations can be performed on private property and it is not anticipated that encroachment permitting through the City of Oxnard will be needed. Additionally, traffic control will not be required for explorations for the 3B alignment. However, Fugro expects that some coordination with the landowners will be required and assumes that private right of entry will be obtained on Fugro's behalf. Fugro will provide some limited support to the project team to help in developing the right of entry agreements.

### **Coordination and Utilities (all alternatives)**

Fugro will mark all proposed explorations in the field and contact Underground Service Alert regarding potential conflicts between exploration locations and existing utilities. Fugro will also

develop a site-specific health and safety plan. Where needed, Fugro will arrange for traffic control services during the exploration work.

#### **Equipment and Sampling (all alternatives)**

Drill holes will be excavated using a truck-mounted mud rotary drilling rig and soil samples will be obtained using a driven modified California liner sampler, driven Standard Split Spoon sampler, and pushed thin-walled samplers (Shelby tubes). Samples will be taken at selected depth intervals, generally between 2-1/2 and 10 feet. The soil conditions encountered in the drill holes will be logged by an engineer or geologist from Fugro and soil samples will be classified and packaged in the field. Mud rotary drilling requires the use of water and Fugro assumes that the City of Oxnard will provide access to a nearby water source for drilling and backfill operations at no fee to Fugro. CPT soundings, should they be implemented, will be advanced with a 20-to 30-ton truck.

Fugro has assumed that ground surface conditions at the time of the work will be firm and capable of supporting conventional heavy rubber-tired trucks and that the vehicles will be capable of accessing the planned exploration locations. If ground conditions at the time of the work are soft and require remedial measures to facilitate access, tasks to implement those measures will be performed as additional services at additional costs. In addition, tasks to repair wheel tracks/imprints, if required, will be performed as additional services.

#### **Backfill and Cuttings Disposal (all alternatives)**

Upon completion of the drilling and CPT soundings, the remaining holes will be backfilled with cement grout to within a few feet of the ground surface and patched with excavated soil cuttings. Any explorations performed through existing pavements will be surface-patched with black-dyed quickset concrete. Soil cuttings and drilling fluids will be placed in DOT drums for subsequent disposal. Fugro will perform limited analytical testing of the drummed material to confirm that the materials are non-hazardous and arrange for disposal. If materials are encountered during drilling that are believed to contain hydrocarbons or other contaminants (visually or by odor), Fugro will notify the design team for directions on how to proceed with the drilling work and subsequent testing and disposal of cuttings. Work related to encountering contaminated soils will be considered additional services and billed on a time-and-expense basis, based on the current fee schedule.

Fugro anticipates the drummed soil cuttings may remain on or near the roadway shoulder until the analytical tests are available and arrangements can be made for disposal. The temporary storage period for the DOT drums will be about 2 weeks.

### **TASK 3 - GEOTECHNICAL LABORATORY TESTING**

Fugro will perform geotechnical laboratory tests on selected samples obtained from the subsurface exploration program to assist in our characterization of selected geotechnical engineering properties and design parameters. The actual tests will be selected based on the soil material types encountered and will likely consist of moisture-density, shear strength testing, unconsolidated, undrained (UU) triaxial, corrosion, consolidation, and classification tests.



#### **TASK 4 - LOG OF TEST BORINGS**

Fugro will prepare a log of test borings sheet (LOTB) for the bridge site and any significant retaining wall alignments. The LOTB sheets will be prepared on Caltrans standard plan sheet for log of test borings, but will be modified to incorporate the City's plan sheet border.

#### **TASK 5 - ENGINEERING EVALUATION AND DRAFT FOUNDATION REPORT**

Fugro will compile the data acquired from the subsurface exploration and geotechnical laboratory testing work to develop geotechnical design parameters for use in subsequent evaluations. Fugro will work with WKE and perform geotechnical analyses for the preferred foundation system and summarize their opinions and recommendations in a Draft Foundation Report for the project. Fugro expects the following opinions and recommendations, regarding the design of the bridge foundations, retaining wall and embankment fill, to be provided in the draft report:

- Soil, rock and groundwater conditions encountered;
- Results of geotechnical laboratory testing;
- Log of Test Borings sheet;
- Assessment of geologic hazards such as fault ground rupture hazards, liquefaction potential, lateral spreading and seismic settlement;
- Seismic data for use with Caltrans design methods (causative fault, peak bedrock acceleration, depth to bedrock, soil profile type, increases for fault type, increases for near-source faults, and response spectra developed using Caltrans' web application ARS On-Line;
- Corrosion considerations for design of subsurface structures in accordance with Caltrans guidelines;
- Specified tip elevation, settlement, and size for suitable deep foundation types and class of pile loading considered;
- Lateral capacity of pile foundations for free-head and fixed-head conditions based on p-y analysis;
- Pile spacing and group reduction factors for vertical and lateral loads;
- Lateral earth pressures and passive pressure resistance for retaining walls and abutment design;
- Stability evaluations for embankment fill slopes and recommended inclinations;
- Settlement of embankment fills and approximate waiting periods; and
- Construction considerations such as the need for dewatering pile driving, foundation construction, adjacent structures, temporary excavations, shoring and need for monitoring.

#### **TASK 6 - FINAL FOUNDATION REPORT**

Upon receipt of written comments regarding the Draft Foundation Report, Fugro will address the comments and incorporate them into a Final Foundation Report. Three (3) hard copies and one Adobe portable document file (pdf) copy of the final report will be submitted, unless otherwise requested. An electronic copy of the LOTB's will be submitted for inclusion in the plan set.

## **TASK 7 - PLAN REVIEW AND CONSULTATION**

Within the proposed level of effort, Fugro will review the 90 percent project plans and specifications for conformance with the geotechnical recommendations of the finalized geotechnical design report. Comments will be summarized in letter or memorandum format and transmitted to the responsible designer(s). Once comments have been incorporated or otherwise addressed, Fugro can prepare a letter stating conformance with the report, if requested. Fugro will also be available to consult with or meet with the project team regarding geotechnical engineering or foundation design issues relative to the project and attend project teleconference meetings, as needed.

## **ASSUMPTIONS**

In preparing the technical approach for geotechnical services, Fugro made the following assumptions:

- A final project alternative will be selected prior to Fugro mobilizing any equipment for exploration.
- Permitting will be limited to a City of Oxnard encroachment permit or support for WKE to obtain private right of entry on our behalf.
- A UPRR Right of Entry agreement will not be required for geotechnical exploration services, as Fugro is not planning on entering the UPRR right-of-way; and
- Soils and groundwater at the site are free of hazardous substances and containerized soils can be disposed of as non-hazardous waste.
- Fugro assumes that ground surface conditions at the time of the work will be firm and capable of supporting conventional heavy rubber-tired trucks and that the vehicles will be capable of accessing the planned exploration locations. If ground conditions at the time of the work are soft and require remedial measures to facilitate access, tasks to implement those measures will be performed as additional services. In addition, tasks to repair wheel tracks/imprints, if required, will be performed as additional services.

## **SCHEDULE**

Fugro can begin procuring required permits immediately after authorization to proceed. Field exploration will take approximately 4 days to complete. Laboratory test results should be available within about 3 weeks of completing Fugro's exploration program. Fugro anticipates that the Draft Foundation Report can be completed approximately 8 weeks after exploration is complete, provided the preferred foundation type and preliminary loading conditions have been provided. Fugro will prepare and submit a final Foundation Report for the project after receiving and incorporating comments from WKE or the City of Oxnard on the draft report. Fugro anticipates the final report can be completed within approximately 2 weeks of receiving the draft report comments.

## **COST ESTIMATE**

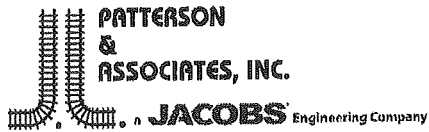
Fugro proposes to complete the services describe above for \$73,429.

**EXHIBIT CI**  
**COMPENSATION**

**Rice Ave-Fifth Street Grade Separation PSR-PDS and PA&ED  
First Amendment - Milestone 1 - Cost Estimate**

**WKE, Inc.**

| TASK                                                                   | BILLING HOURLY RATE |                            |                     |                         |                  |                        | TOTAL HOURS | LABOR COST   |
|------------------------------------------------------------------------|---------------------|----------------------------|---------------------|-------------------------|------------------|------------------------|-------------|--------------|
|                                                                        | Project Manager     | Engineering Lead/Deputy PM | Structure Task Lead | Senior Project Engineer | Project Engineer | Senior Design Engineer |             |              |
|                                                                        | \$271.45            | \$204.70                   | \$210.09            | \$195.87                | \$169.05         | \$106.35               |             | \$7632       |
| <b>MILESTONE 1 - ADDITIONAL ENGINEERING SERVICES</b>                   |                     |                            |                     |                         |                  |                        |             |              |
| <b>1.1 UPRR AND CPUC Preliminary Design and Permit Application</b>     |                     |                            |                     |                         |                  |                        |             |              |
| 1.1.1 Application, plan review, coordination and meetings (JLP/Jacobs) |                     |                            |                     |                         |                  |                        |             | \$14,520.00  |
| 1.1.2 Traffic Signal Design (Kimley Horn)                              |                     |                            |                     |                         |                  |                        |             | \$48,630.00  |
| Total Task 1                                                           |                     |                            |                     |                         |                  |                        |             | \$63,150.00  |
| <b>1.2 Additional Environmental Services</b>                           |                     |                            |                     |                         |                  |                        |             |              |
| 1.2.1 Additional environmental services (GPA)                          |                     |                            |                     |                         |                  |                        |             | \$118,319.32 |
| Total Task 2                                                           |                     |                            |                     |                         |                  |                        |             | \$118,319.32 |
| <b>1.3 Preparation of PSR-PDS and PA&amp;ED (Separate Documents)</b>   |                     |                            |                     |                         |                  |                        |             |              |
| 1.3.1 Project Management (10 Months)                                   | 20                  | 8                          |                     |                         |                  |                        | 20          | \$5,429.00   |
| 1.3.2 Coordination/Meetings                                            | 6                   | 20                         | 40                  |                         |                  |                        | 14          | \$3,266.30   |
| 1.3.3 Additional Report (PSR-PDS and PA&ED)                            | 8                   |                            |                     |                         |                  | 64                     | 68          | \$14,669.20  |
| 1.3.4 Additional Geometrics, plans and Exhibits                        |                     | 12                         | 60                  | 80                      |                  |                        | 204         | \$35,109.40  |
| 1.3.5 Caltrans Reviews and comment resolution                          |                     |                            | 4                   |                         |                  |                        | 16          | \$3,296.76   |
| 1.3.6 Not used                                                         |                     |                            |                     |                         |                  |                        |             | \$0.00       |
| 1.3.7 QA/QC                                                            | 2                   | 8                          |                     |                         |                  |                        | 10          | \$2,180.50   |
| Total Task 3                                                           | 36                  | 48                         | 104                 | 80                      | 0                | 64                     | 332         | \$63,951.16  |
| <b>1.4 Evaluate New Alternative to Realign Rice Avenue</b>             |                     |                            |                     |                         |                  |                        |             |              |
| 1.4.1 Project Management                                               | 4                   | 12                         |                     |                         |                  |                        | 16          | \$3,542.20   |
| 1.4.2 Surveys (W/M Surveys)                                            |                     |                            | 20                  | 40                      | 20               |                        | 0           | \$7,640.00   |
| 1.4.3 Engineering Design                                               |                     | 12                         |                     |                         |                  |                        | 80          | \$15,415.60  |
| 1.4.4 Project Report Updates                                           |                     |                            |                     | 12                      |                  |                        | 24          | \$4,806.24   |
| 1.4.5 Environmental Studies (GPA)                                      |                     |                            | 10                  |                         |                  |                        |             | \$63,620.96  |
| 1.4.6 Advanced Planning Studies                                        |                     |                            |                     |                         |                  | 40                     |             | \$5,968.10   |
| 1.4.7 Traffic Studies (Kimley Horn)                                    |                     |                            |                     |                         |                  |                        |             | \$14,950.00  |
| 1.4.8 Right-of-Way Coordination (Hamner, Jewell & Assoc.)              |                     |                            |                     |                         |                  |                        |             | \$15,000.00  |
| 1.4.9 Cost Estimates                                                   |                     |                            | 8                   |                         |                  | 24                     | 32          | \$4,245.12   |
| Total Task 4                                                           |                     |                            |                     |                         |                  |                        |             | \$135,188.22 |
| <b>1.5 Value Analysis</b>                                              |                     |                            |                     |                         |                  |                        |             |              |
| 1.5.1 Attend Initiation Meeting and VA Workshop                        | 4                   |                            | 32                  | 32                      |                  |                        | 68          | \$14,075     |
| 1.5.2 Attend Workshop - Environmental (CPA)                            |                     |                            |                     |                         |                  |                        |             | \$4,956      |
| 1.5.3 VA Workshop - Facilitator (VMS)                                  |                     | 2                          |                     |                         |                  |                        | 2           | \$39,526     |
| 1.5.4 Review VA Report                                                 |                     |                            |                     |                         |                  |                        |             | \$409        |
| 1.5.5 Review VA Memorandum                                             |                     | 2                          |                     | 2                       |                  |                        | 4           | \$801        |
| Total Task 5                                                           |                     |                            |                     |                         |                  |                        |             | \$59,768.16  |
| <b>Other Direct Costs</b>                                              |                     |                            |                     |                         |                  |                        |             |              |
| Travel                                                                 |                     |                            |                     |                         |                  |                        |             | \$500        |
| Reproduction                                                           |                     |                            |                     |                         |                  |                        |             | \$1,000      |
| <b>TOTAL MILESTONE 1 COST ESTIMATE</b>                                 |                     |                            |                     |                         |                  |                        |             |              |
|                                                                        |                     |                            |                     |                         |                  |                        |             | \$441,877    |



**Cost Proposal to Prepare/Submit GO 88B CPUC Application for Rice Avenue/5<sup>th</sup> Street  
Detour and UPRR Tracks in the City of Oxnard during Construction of a Grade Separation  
over UPRR Tracks – Task 1.1.1**

| <u>Item of Work</u>                                 | <u>Inspector &amp; Rate</u> | <u>Hours</u> | <u>Total</u>       |
|-----------------------------------------------------|-----------------------------|--------------|--------------------|
| Application, plan review, coordination and meetings | Alfred Yalda @ \$180/hour   | 76           | \$13,680.00        |
| CADD designer preparation of exhibits               | Javier Felix @ \$105/hour   | 8            | 8,40.00            |
| <b>TOTAL-Task 1.1.1</b>                             | <b>Budget:</b>              |              | <b>\$14,520.00</b> |

**Rice Ave-Fifth Street Grade Separation**  
**Kimley-Horn & Associates**  
**Milestone 1 - Task 1.1.2**

| <b>KHA</b>  |                                                            | <b>Project Manager</b> | <b>Senior Civil Engineer</b> | <b>Junior Professional</b> | <b>Analyst/Designer</b> | <b>Support Staff</b> | <b>TOTAL HOURS</b> | <b>LABOR COST</b> |
|-------------|------------------------------------------------------------|------------------------|------------------------------|----------------------------|-------------------------|----------------------|--------------------|-------------------|
| <b>TASK</b> | <b>BILLING HOURLY RATE</b>                                 |                        |                              |                            |                         |                      |                    |                   |
| 1.0         | Project Initiation, Project Management, and Meetings       |                        |                              |                            |                         |                      |                    |                   |
| 1.01        | Coordination                                               | 20                     |                              | 16                         |                         | 6                    | 42                 | \$6,560           |
| 1.02        | Prepare and Attend Coordination Meetings/Minutes (2 Total) | 12                     |                              | 12                         |                         | 4                    | 28                 | \$4,320           |
|             | <b>Subtotal Task 1</b>                                     | <b>\$5,920.00</b>      | <b>\$0.00</b>                | <b>\$4,060.00</b>          | <b>\$0.00</b>           | <b>\$900.00</b>      | <b>70</b>          | <b>\$10,880</b>   |
| 2.0         | Collect Existing Information and Material                  |                        |                              |                            |                         |                      |                    |                   |
| 2.01        | Collect Existing Information and Material                  | 4                      |                              | 4                          |                         |                      | 8                  | \$1,520           |
| 2.02        | Field Visits and Review of Project Site (inc Site Photos)  |                        |                              | 6                          | 6                       |                      | 12                 | \$1,620           |
|             | <b>Subtotal Task 2</b>                                     | <b>\$740.00</b>        | <b>\$0.00</b>                | <b>\$1,850.00</b>          | <b>\$1,110.00</b>       | <b>\$0.00</b>        | <b>20</b>          | <b>\$2,940</b>    |
| 3.0         | Signal Design (65%, 95% and 100% Submittals)               |                        |                              |                            |                         |                      |                    |                   |
| 3.01        | Traffic Signal Plan                                        | 12                     |                              | 30                         | 62                      | 2                    | 106                | \$14,500          |
| 3.02        | Signing/Striping Plan                                      | 4                      |                              | 12                         | 16                      |                      | 32                 | \$4,480           |
| 3.03        | Lighting Plans                                             | 10                     |                              | 26                         | 34                      | 2                    | 72                 | \$10,050          |
| 3.04        | Specifications                                             | 6                      |                              | 6                          |                         |                      | 12                 | \$1,980           |
| 3.05        | Cost Estimates                                             | 4                      |                              | 6                          |                         |                      | 10                 | \$1,610           |
| 3.06        | Quality Management                                         | 3                      |                              | 3                          |                         |                      | 6                  | \$990             |
|             | <b>Subtotal Task 3</b>                                     | <b>\$7,215.00</b>      | <b>\$0.00</b>                | <b>\$15,355.00</b>         | <b>\$20,720.00</b>      | <b>\$740.00</b>      | <b>238</b>         | <b>\$33,610</b>   |
|             | <b>SUBTOTAL ALL TASKS</b>                                  | <b>\$13,875</b>        | <b>\$0</b>                   | <b>\$21,265</b>            | <b>\$21,830</b>         | <b>\$1,640</b>       | <b>\$328</b>       | <b>\$47,430</b>   |
|             | <b>Other Direct Costs</b>                                  |                        |                              |                            |                         |                      |                    |                   |
|             | Travel                                                     | 4 trips                |                              |                            |                         |                      |                    | \$400             |
|             | Other Direct Costs                                         |                        |                              |                            |                         |                      |                    | \$800             |
|             | <b>TOTAL OTHER DIRECT COSTS</b>                            |                        |                              |                            |                         |                      |                    | <b>\$1,200</b>    |
|             | <b>TOTAL - MILESTONE 1 - TASK 1.1.2</b>                    |                        |                              |                            |                         |                      |                    | <b>\$48,630</b>   |

[illegible]

**Project Budget: Rice Avenue Grade Separation: Additional Services for PA/ED**  
**GPA CONSULTING**  
**Milestone 1 - Task 1.2.1**

| Activity ID                                             | Employee                                          | Hours/Units   | Rate       | Amount      | Task Subtotal        |
|---------------------------------------------------------|---------------------------------------------------|---------------|------------|-------------|----------------------|
| <b>Task 1: Air Quality Conformity Analysis Report</b>   |                                                   |               |            |             |                      |
|                                                         | AMBIENT Air Quality & Noise Consulting            | \$ 7,975.00   | 10% markup | \$8,772.50  |                      |
|                                                         | <b>Task Subtotal</b>                              |               |            |             | <b>\$8,772.50</b>    |
| <b>Task 2: Noise Study Report</b>                       |                                                   |               |            |             |                      |
|                                                         | AMBIENT Air Quality & Noise Consulting            | \$ 10,875.00  | 10% markup | \$11,962.50 |                      |
|                                                         | <b>Task Subtotal</b>                              |               |            |             | <b>\$11,962.50</b>   |
| <b>Task 3: XPI Proposal, XPI Survey, and XPI Report</b> |                                                   |               |            |             |                      |
|                                                         | DUKE CRM                                          | \$ 34,300.00  | 10% markup | \$37,730.00 |                      |
|                                                         | <b>Task Subtotal</b>                              |               |            |             | <b>\$37,730.00</b>   |
| <b>Task 4: CEQA Document (IS/MND)</b>                   |                                                   |               |            |             |                      |
|                                                         | Adelyn Baray - Assistant Env. Planner             | 80.00         | \$76.80    | \$6,144.00  |                      |
|                                                         | Jeanne Ogar - Assoc. Env. Planner                 | 30.00         | \$92.70    | \$2,781.00  |                      |
|                                                         | Erinn Peterson - Senior Environmental Planner     | 6.00          | \$111.27   | \$667.62    |                      |
|                                                         | Marieka Schrader - Senior Biologist/Env. Planner  | 6.00          | \$139.06   | \$834.36    |                      |
|                                                         | <b>Task Subtotal</b>                              | <b>122.00</b> |            |             | <b>\$10,426.98</b>   |
| <b>Task 4: NEPA Document (EA/FONSI)</b>                 |                                                   |               |            |             |                      |
|                                                         | Jennifer Morrison - Associate Biologist           | 20.00         | \$63.36    | \$1,267.20  |                      |
|                                                         | Adelyn Baray - Assistant Env. Planner             | 180.00        | \$76.80    | \$13,824.00 |                      |
|                                                         | Jeanne Ogar - Assoc. Env. Planner                 | 160.00        | \$92.70    | \$14,832.00 |                      |
|                                                         | Erinn Peterson - Senior Environmental Planner     | 36.00         | \$111.27   | \$4,005.72  |                      |
|                                                         | Marieka Schrader - Senior Biologist/Env. Planner  | 20.00         | \$139.06   | \$2,781.20  |                      |
|                                                         | Richard Galvin - Principal Env. Planner           | 8.00          | \$198.68   | \$1,589.44  |                      |
|                                                         | Copies - project expense                          |               |            | \$960.00    |                      |
|                                                         | <b>Task Subtotal</b>                              | <b>424.00</b> |            |             | <b>\$39,259.56</b>   |
| <b>Task 5: Public Meeting</b>                           |                                                   |               |            |             |                      |
|                                                         | Adelyn Baray - Assistant Env. Planner             | 50.00         | \$76.80    | \$3,840.00  |                      |
|                                                         | Erinn Peterson - Senior Environmental Planner     | 40.00         | \$111.27   | \$4,450.80  |                      |
|                                                         | Richard Galvin - Principal Env. Planner           | 16.00         | \$198.68   | \$3,178.88  |                      |
|                                                         | <b>Task Subtotal</b>                              | <b>106.00</b> |            |             | <b>\$11,469.68</b>   |
| <b>Task 6: Project Management</b>                       |                                                   |               |            |             |                      |
|                                                         | Erinn Peterson - Senior Environmental Planner     | 42.00         | \$111.27   | \$4,673.34  |                      |
|                                                         | Richard Galvin - Principal Env. Planner           | 28.00         | \$198.68   | \$5,563.04  |                      |
|                                                         | Subconsultant - Traffic Handling (required by CT) |               |            | \$900.00    |                      |
|                                                         | <b>Task Subtotal</b>                              | <b>70.00</b>  |            |             | <b>\$11,136.38</b>   |
|                                                         |                                                   | <b>722.00</b> |            |             |                      |
|                                                         | <b>Total:</b>                                     |               |            |             | <b>\$130,757.60</b>  |
|                                                         | <b>Section 7 Consultation (credit):</b>           |               |            |             | <b>(\$12,438.28)</b> |
|                                                         | <b>Grand Total:</b>                               |               |            |             | <b>\$118,319.32</b>  |



**Rice Ave-Fifth Street Grade Separation PSR-PDS and PA&ED  
Milestone 1 - Task 1.3 - Additional Engineering Services - Cost Estimate**

| WKE, Inc.                                                            |                     | Project Manager | Engineering Lead/Deputy PM | Structure Task Lead | Senior Project Engineer | Project Engineer | Senior Design Engineer | Design Engineer | Assistant Engineer | TOTAL HOURS | LABOR COST         |
|----------------------------------------------------------------------|---------------------|-----------------|----------------------------|---------------------|-------------------------|------------------|------------------------|-----------------|--------------------|-------------|--------------------|
| TASK                                                                 | BILLING HOURLY RATE | \$271.45        | \$204.70                   | \$210.09            | \$195.82                | \$169.05         | \$106.85               | \$96.68         | \$76.32            |             |                    |
| <b>MILESTONE 1 - ADDITIONAL ENGINEERING SERVICES</b>                 |                     |                 |                            |                     |                         |                  |                        |                 |                    |             |                    |
| <b>1.3 Preparation of PSR-PDS and PA&amp;ED (Separate Documents)</b> |                     |                 |                            |                     |                         |                  |                        |                 |                    |             |                    |
| 1.3.1 Project Management (10 Months)                                 |                     | 20              |                            |                     |                         |                  |                        |                 |                    | 20          | \$5,429.00         |
| 1.3.2 Coordination/Meetings                                          |                     | 6               | 8                          |                     |                         |                  |                        |                 |                    | 14          | \$3,266.30         |
| 1.3.3 Additional Report (PSR-PDS and PA&ED)                          |                     | 8               | 20                         | 40                  |                         |                  |                        |                 |                    | 68          | \$14,669.20        |
| 1.3.4 Additional Geometrics, plans and Exhibits                      |                     |                 |                            | 60                  | 80                      |                  | 64                     |                 |                    | 204         | \$35,109.40        |
| 1.3.5 Caltrans Reviews and comment resolution                        |                     |                 | 12                         | 4                   |                         |                  |                        |                 |                    | 16          | \$3,296.76         |
| 1.3.6 Not Used                                                       |                     | 2               | 8                          |                     |                         |                  |                        |                 |                    | 0           | \$0.00             |
| 1.3.7 QA/QC                                                          |                     | 36              | 48                         | 104                 | 80                      | 0                | 64                     | 0               | 0                  | 332         | \$2,180.50         |
| <b>Total Task 1.3</b>                                                |                     |                 |                            |                     |                         |                  |                        |                 |                    |             | <b>\$63,951.16</b> |

**Rice Ave-Fifth Street Grade Separation PSR-PDS and PA&ED**  
**Milestone 1 - Task 1.4 - Cost Estimate**

| WKE, Inc.                                            |                                                     | BILLING HOURLY RATE |                            |                      |                         |                  |                        | TOTAL HOURS     |                    | LABOR COST |              |
|------------------------------------------------------|-----------------------------------------------------|---------------------|----------------------------|----------------------|-------------------------|------------------|------------------------|-----------------|--------------------|------------|--------------|
| TASK                                                 |                                                     | Project Manager     | Engineering Lead/Deputy PM | Structural Task Lead | Senior Project Engineer | Project Engineer | Senior Design Engineer | Design Engineer | Assistant Engineer |            |              |
| <b>MILESTONE 1 - ADDITIONAL ENGINEERING SERVICES</b> |                                                     |                     |                            |                      |                         |                  |                        |                 |                    |            |              |
| 1.4                                                  | Evaluate New Alternative to Realign Rice Avenue     |                     |                            |                      |                         |                  |                        |                 |                    |            |              |
| 1.4.1                                                | Project Management                                  | 4                   | 12                         |                      |                         |                  |                        |                 |                    | 16         | \$3,542.20   |
| 1.4.2                                                | Surveys (W/M Surveys)                               |                     |                            |                      |                         |                  |                        |                 |                    | 0          | \$7,640.00   |
| 1.4.3                                                | Engineering Design                                  |                     |                            | 20                   | 40                      | 20               |                        |                 |                    | 80         | \$15,415.60  |
| 1.4.4                                                | Project Report Updates                              |                     | 12                         |                      | 12                      |                  |                        |                 |                    | 24         | \$4,806.24   |
| 1.4.5                                                | Environmental Studies (GPA)                         |                     |                            |                      |                         |                  |                        |                 |                    |            | \$63,620.96  |
| 1.4.6                                                | Advanced Planning Studies                           |                     |                            | 10                   |                         |                  |                        | 40              |                    |            | \$5,968.10   |
| 1.4.7                                                | Traffic Studies (Kimley Horn)                       |                     |                            |                      |                         |                  |                        |                 |                    |            | \$14,950.00  |
| 1.4.8                                                | Right-of-Way Coordination (Hammer, Jewell & Assoc.) |                     |                            |                      |                         |                  |                        |                 |                    |            | \$15,000.00  |
| 1.4.9                                                | Cost Estimates                                      |                     |                            | 8                    |                         |                  | 24                     |                 |                    | 32         | \$4,245.12   |
| Total Task 1.4                                       |                                                     |                     |                            |                      |                         |                  |                        |                 |                    |            | \$135,188.22 |

## Project Budget – Milestone 1

## Task 1.4.5 - Environmental Studies

| Activity ID                                       | Employee                                         | Hours/Units   | Rate     | Amount     | Task Subtotal      |
|---------------------------------------------------|--------------------------------------------------|---------------|----------|------------|--------------------|
| <b>Project Management</b>                         |                                                  |               |          |            |                    |
|                                                   | David Lewis - Senior Environmental Planner       | 36.00         | \$121.21 | \$4,363.56 |                    |
|                                                   | Richard Galvin - Principal Env. Planner          | 18.00         | \$198.68 | \$3,576.24 |                    |
|                                                   | <b>Task Subtotal</b>                             | <b>54.00</b>  |          |            | <b>\$7,939.80</b>  |
| <b>Natural Environment Study (NES)</b>            |                                                  |               |          |            |                    |
|                                                   | Jennifer Morrison - Associate Biologist          | 12.00         | \$63.36  | \$760.32   |                    |
|                                                   | Sheri Mayta - Assoc. Biologist/GIS Analyst       | 12.00         | \$80.99  | \$971.88   |                    |
|                                                   | Katherine Warner - Assoc. Biologist/GIS Analyst  | 14.00         | \$81.27  | \$1,137.78 |                    |
|                                                   | <b>Task Subtotal</b>                             | <b>38.00</b>  |          |            | <b>\$2,869.98</b>  |
| <b>Community Impact Assessment (CIA)</b>          |                                                  |               |          |            |                    |
|                                                   | Jennifer Morrison - Associate Biologist          | 20.00         | \$63.36  | \$1,267.20 |                    |
|                                                   | Allie Acuna - Assistant Env. Planner             | 26.00         | \$74.38  | \$1,933.88 |                    |
|                                                   | Jeanne Ogar - Senior Environmental Planner       | 20.00         | \$92.70  | \$1,854.00 |                    |
|                                                   | <b>Task Subtotal</b>                             | <b>66.00</b>  |          |            | <b>\$5,055.08</b>  |
| <b>Farmland Impact Study</b>                      |                                                  |               |          |            |                    |
|                                                   | Jennifer Morrison - Associate Biologist          | 14.00         | \$63.36  | \$887.04   |                    |
|                                                   | Allie Acuna - Assistant Env. Planner             | 18.00         | \$74.38  | \$1,338.84 |                    |
|                                                   | Jeanne Ogar - Senior Environmental Planner       | 14.00         | \$92.70  | \$1,297.80 |                    |
|                                                   | <b>Task Subtotal</b>                             | <b>46.00</b>  |          |            | <b>\$3,523.68</b>  |
| <b>Historic Resource Evaluation Report (HRER)</b> |                                                  |               |          |            |                    |
|                                                   | Jenna Jelks - Assoc. Preservation Planner        | 20.00         | \$96.42  | \$1,928.40 |                    |
|                                                   | Laura O'Neill - Senior Architectural Historian   | 14.00         | \$101.24 | \$1,417.36 |                    |
|                                                   | <b>Task Subtotal</b>                             | <b>34.00</b>  |          |            | <b>\$3,345.76</b>  |
| <b>IS/EA - Administrative Draft</b>               |                                                  |               |          |            |                    |
|                                                   | Allie Acuna - Assistant Env. Planner             | 60.00         | \$74.38  | \$4,462.80 |                    |
|                                                   | Adelyn Baray - Assistant Env. Planner            | 60.00         | \$76.80  | \$4,608.00 |                    |
|                                                   | Jeanne Ogar - Senior Environmental Planner       | 50.00         | \$92.70  | \$4,635.00 |                    |
|                                                   | David Lewis - Senior Environmental Planner       | 16.00         | \$121.21 | \$1,939.36 |                    |
|                                                   | <b>Task Subtotal</b>                             | <b>186.00</b> |          |            | <b>\$15,645.16</b> |
| <b>Quality Assurance/Quality Control</b>          |                                                  |               |          |            |                    |
|                                                   | David Lewis - Senior Environmental Planner       | 20.00         | \$121.21 | \$2,424.20 |                    |
|                                                   | Marieka Schrader - Senior Biologist/Env. Planner | 30.00         | \$139.06 | \$4,171.80 |                    |
|                                                   | <b>Task Subtotal</b>                             | <b>50.00</b>  |          |            | <b>\$6,596.00</b>  |
| <b>Total Services</b>                             |                                                  | <b>474.00</b> |          |            | <b>\$44,975.46</b> |

## Project Budget – Milestone 1

## Task 1.4.5 - Environmental Studies

| Activity ID            | Employee                                                     | Hours/Units | Rate        | Amount | Task Subtotal      |
|------------------------|--------------------------------------------------------------|-------------|-------------|--------|--------------------|
| <b>Expense Budget:</b> |                                                              | Units       | Amt         | Mkup   |                    |
|                        | Ambient - Air Quality and Noise Reports                      | 1.00        | \$10,150.00 | 10%    | \$11,165.00        |
|                        | Comerstone - Hazardous Waste Phase I Initial Site Assessment | 1.00        | \$1,500.00  | 10%    | \$1,650.00         |
|                        | Curt Duke - ASR and APE Map                                  | 1.00        | \$4,935.00  | 10%    | \$5,428.50         |
|                        | Copies - technical studies                                   | 75.00       | \$5.00      |        | \$375.00           |
|                        | Mileage                                                      | 50.00       | \$0.54      |        | \$27.00            |
| <b>Total Expenses</b>  |                                                              |             |             |        | <b>\$18,645.50</b> |

|                       |                    |
|-----------------------|--------------------|
| <b>Total Service:</b> | <b>\$44,975.46</b> |
| <b>Total Expense:</b> | <b>\$18,645.50</b> |
| <b>Grand Total:</b>   | <b>\$63,620.96</b> |

**Rice/5th Grade Separation TOAR**  
**Kimley-Horn & Associates, Inc.**  
**Milestone 1 - Task 1.4.7 - Cost Estimate**

|                   | Professional | Jr. Professional | Analyst   | Support  | Totals           |
|-------------------|--------------|------------------|-----------|----------|------------------|
|                   | \$ 180       | \$ 145           | \$ 125    | \$ 95    |                  |
| <b>Task</b>       |              |                  |           |          |                  |
| Collision Summary | 2            | 4                | 14        | 4        |                  |
| Traffic Analysis  | 2            | 4                | 10        |          |                  |
| TOAR              | 4            | 10               | 20        | 4        |                  |
| Report Comments   | 4            | 4                | 12        |          |                  |
| Meetings          | 8            |                  |           |          |                  |
| <b>Hours</b>      | <b>20</b>    | <b>22</b>        | <b>56</b> | <b>8</b> |                  |
| Subtotal          | \$ 3,600     | \$ 3,190         | \$ 7,000  | \$ 760   | \$ 14,550        |
| Counts            |              |                  |           |          |                  |
| ODC               |              |                  |           |          | \$ 400           |
| <b>Total</b>      |              |                  |           |          | <b>\$ 14,950</b> |

**Rice Ave-Fifth Street Grade Separation PSR-PDS and PA&ED**  
**Milestone 1 - Task 1.5 - Cost Estimate**

| <b>WKE, Inc.</b>                                     |                                           | <b>BILLING HOURLY RATE</b> |                                   |                            |                                |                         |                               |                        | <b>TOTAL HOURS</b>        |    | <b>LABOR COST</b> |
|------------------------------------------------------|-------------------------------------------|----------------------------|-----------------------------------|----------------------------|--------------------------------|-------------------------|-------------------------------|------------------------|---------------------------|----|-------------------|
| <b>TASK</b>                                          |                                           | <b>Project Manager</b>     | <b>Engineering Lead/Deputy PM</b> | <b>Structure Task Lead</b> | <b>Senior Project Engineer</b> | <b>Project Engineer</b> | <b>Senior Design Engineer</b> | <b>Design Engineer</b> | <b>Assistant Engineer</b> |    |                   |
|                                                      |                                           | \$271.45                   | \$204.70                          | \$210.09                   | \$195.82                       | \$169.05                | \$106.85                      | \$96.68                | \$76.32                   |    |                   |
| <b>MILESTONE 1 - ADDITIONAL ENGINEERING SERVICES</b> |                                           |                            |                                   |                            |                                |                         |                               |                        |                           |    |                   |
| 1.5                                                  | Value Analysis                            |                            |                                   |                            |                                |                         |                               |                        |                           |    |                   |
| 1.5.1                                                | Attend Initiation Meeting and VA Workshop | 4                          |                                   | 32                         | 32                             |                         |                               |                        |                           | 68 | \$14,075          |
| 1.5.2                                                | Attend Workshop - Environmental (GPA)     |                            |                                   |                            |                                |                         |                               |                        |                           |    | \$4,956           |
| 1.5.3                                                | VA Workshop - Facilitator (VMS)           |                            |                                   |                            |                                |                         |                               |                        |                           |    | \$39,526          |
| 1.5.4                                                | Review VA Report                          |                            | 2                                 |                            |                                |                         |                               |                        |                           | 2  | \$409             |
| 1.5.5                                                | Review VA Memorandum                      |                            | 2                                 |                            | 2                              |                         |                               |                        |                           | 4  | \$801             |
|                                                      | Total Task 1.5                            |                            |                                   |                            |                                |                         |                               |                        |                           |    | \$59,768.16       |

**GPA Consulting  
Project Budget**

**N.3.a**

**Value Analysis Study Workshop  
Milestone 1 – Task 1.5.2**

| Activity ID                    | Employee                                   | Hours/Units  | Rate     | Amount     | Task Subtotal     |
|--------------------------------|--------------------------------------------|--------------|----------|------------|-------------------|
| <b>Value Analysis Workshop</b> |                                            |              |          |            |                   |
|                                | David Lewis - Senior Environmental Planner | 40.00        | \$121.21 | \$4,848.40 |                   |
|                                | <b>Task Subtotal</b>                       | <u>40.00</u> |          |            | <u>\$4,848.40</u> |
| <hr/>                          |                                            |              |          |            |                   |
|                                | <b>Total Services</b>                      | <b>40.00</b> |          |            | <b>\$4,848.40</b> |
| <hr/>                          |                                            |              |          |            |                   |
| <b>Expense Budget:</b>         |                                            | Units        | Amt      | Mkup       |                   |
|                                | Mileage                                    | 200.00       | \$0.54   |            | \$108.00          |
| <hr/>                          |                                            |              |          |            |                   |
|                                | <b>Total Expenses</b>                      |              |          |            | <b>\$108.00</b>   |
| <hr/>                          |                                            |              |          |            |                   |

|                       |                        |
|-----------------------|------------------------|
| <b>Total Service:</b> | <b>\$4,848.40</b>      |
| <b>Total Expense:</b> | <u><b>\$108.00</b></u> |
| <b>Grand Total:</b>   | <b>\$4,956.40</b>      |

**Rice Ave. / 5th St. / UPRR Grade Separation**  
**Value Management Strategies, Inc.**  
**Value Analysis (VA) Study Budget**  
**Milestone 1 - Task 1.5.3**

| <u>Item</u>                                            | <u>Name</u> | <u>Hours</u>  | <u>Rate</u> | <u>Cost</u> | <u>Total</u>              |
|--------------------------------------------------------|-------------|---------------|-------------|-------------|---------------------------|
| <b>PRESTUDY - Preparation and Coordination</b>         |             |               |             |             |                           |
| Program Manager                                        | Stewart     | 4             | \$346.58    | \$1,386.32  |                           |
| Team Leader                                            | Kolano      | 24            | \$217.35    | \$5,216.40  |                           |
| Assist Project Coordinator                             | Northrop    | 2             | \$94.93     | \$189.86    |                           |
| Project Coordinator                                    | Kramer      | 8             | \$163.44    | \$1,307.52  |                           |
| <b>Total PRESTUDY - Preparation and Coordination:</b>  |             |               |             |             | <b>\$8,100.10</b>         |
| <b>VA Study</b>                                        |             |               |             |             |                           |
| Team Leader                                            | Kolano      | 50            | \$217.35    | \$10,867.50 |                           |
| <b>Total SEGMENT 1&amp;2 - Segment 1 VA Study:</b>     |             |               |             |             | <b>\$10,867.50</b>        |
| <b>VA Preliminary Report</b>                           |             |               |             |             |                           |
| Team Leader                                            | Kolano      | 24            | \$217.35    | \$5,216.40  |                           |
| Technical Editor                                       | Combs       | 24            | \$91.29     | \$2,190.96  |                           |
| Project Coordinator                                    | Kramer      | 2             | \$163.44    | \$326.88    |                           |
| QA/QC-Principal                                        | Hays        | 4             | \$331.52    | \$1,326.08  |                           |
| <b>Total SEGMENT 1&amp;2 - VA Preliminary Report :</b> |             |               |             |             | <b>\$9,060.32</b>         |
| <b>Final VA Report and Implementation meeting</b>      |             |               |             |             |                           |
| Team Leader                                            | Kolano      | 18            | \$217.35    | \$3,912.30  |                           |
| Technical Editor                                       | Combs       | 18            | \$91.29     | \$1,643.22  |                           |
| Project Coordinator                                    | Kramer      | 2             | \$163.44    | \$326.88    |                           |
| QA/QC-Principal                                        | Hays        | 4             | \$331.52    | \$1,326.08  |                           |
| <b>Total SEGMENT 3 - Final VA Report:</b>              |             |               |             |             | <b>\$7,208.48</b>         |
| <b>Labor SubTotal:</b>                                 |             |               |             |             | <b><u>\$35,236.40</u></b> |
| <b>Other Direct Costs</b>                              |             |               |             |             |                           |
| <u>Category</u>                                        | <u>UM</u>   | <u>Number</u> | <u>Rate</u> | <u>Cost</u> | <u>Total</u>              |
| <b>Kolano</b>                                          |             |               |             |             |                           |
| Airfare-prestudy, study and Impl                       | each        | 3             | \$700.00    | \$2,100.00  |                           |
| Rental Car                                             | Day         | 7             | \$75.00     | \$525.00    |                           |
| Meals and Incidentals                                  | Day         | 7             | \$50.00     | \$350.00    |                           |
| Lodging/Hotels                                         | Day         | 7             | \$130.00    | \$910.00    |                           |
| Parking-hotel                                          | Day         | 7             | \$15.00     | \$105.00    |                           |
| Airport Transportation                                 | each        | 3             | \$100.00    | \$300.00    |                           |
| <b>Total ODC:</b>                                      |             |               |             |             | <b>\$4,290.00</b>         |
| <b>Miscellaneous Direct Costs</b>                      |             |               |             |             |                           |
| Shipping                                               | LS          | 0             | \$200.00    | \$0.00      |                           |
| Reproduction*                                          | LS          | 0             | \$100.00    | \$0.00      |                           |
| Miscellaneous Supplies                                 | EA          | 0             | \$0.00      | \$0.00      |                           |
| <b>Total Misc. ODC:</b>                                |             |               |             |             | <b>\$0.00</b>             |
| <b>ODC SubTotal:</b>                                   |             |               |             |             | <b><u>\$4,290.00</u></b>  |
| <b>Total Task Order:</b>                               |             |               |             |             | <b><u>\$39,526.40</u></b> |





**WKE, INC.**  
**COST ESTIMATE**  
**MILESTONE 2**

| <b>CONTRACT PRICING PROPOSAL (Services)</b>                      |                                              | <b>MTA</b>       | <b>Page</b> <u>  1  </u> |                        |
|------------------------------------------------------------------|----------------------------------------------|------------------|--------------------------|------------------------|
|                                                                  |                                              | <b>"Form 60"</b> | <b>of</b> <u>  2  </u>   |                        |
| Name of Proposer<br><b>WKE</b>                                   | DIVISIONS/LOCATIONS<br>Santa Ana             |                  |                          |                        |
| Home Office Address<br>400 North Tustin Ave, Santa Ana, CA 92705 | CONTRACT NO.                                 |                  |                          |                        |
| Services to be performed<br>50% Design - Rice Ave Grad Sep       | TOTAL AMOUNT OF PROPOSAL<br><b>\$503,041</b> |                  |                          |                        |
| <b>DETAILED DESCRIPTION OF COST ELEMENTS</b>                     |                                              |                  |                          |                        |
| <b>1. Direct Labor (Specify)</b>                                 | <b>Estimated Hours</b>                       | <b>Rate/Hour</b> | <b>Est. Cost (\$)</b>    | <b>Total Est. Cost</b> |
| Project Manager                                                  | 118                                          | \$271.45         | \$32,031                 |                        |
| Engineering Lead                                                 | 322                                          | \$204.70         | \$65,912                 |                        |
| Structure Task Lead                                              | 272                                          | \$210.09         | \$57,145                 |                        |
| Senior Project Engineer                                          | 232                                          | \$195.82         | \$45,430                 |                        |
| Project Engineer - Civil                                         | 408                                          | \$169.05         | \$68,974                 |                        |
| Senior Design Engineer                                           | 276                                          | \$106.85         | \$29,491                 |                        |
| Project Engineer - Structures                                    | 274                                          | \$96.68          | \$26,489                 |                        |
| Assistant Transportation Engineer                                | 312                                          | \$76.32          | \$23,813                 |                        |
| CADD                                                             | 222                                          | \$89.98          | \$19,976                 |                        |
|                                                                  |                                              |                  |                          |                        |
|                                                                  |                                              |                  |                          |                        |
|                                                                  |                                              |                  |                          |                        |
|                                                                  |                                              |                  |                          |                        |
|                                                                  |                                              |                  |                          |                        |
|                                                                  |                                              |                  |                          |                        |
|                                                                  |                                              |                  |                          |                        |
|                                                                  |                                              |                  |                          |                        |
|                                                                  |                                              |                  |                          |                        |
|                                                                  |                                              |                  |                          |                        |
|                                                                  |                                              |                  |                          |                        |
| <b>Sub-Total</b>                                                 | <b>2,436</b>                                 |                  |                          | <b>\$369,261</b>       |
|                                                                  |                                              |                  |                          |                        |
|                                                                  |                                              |                  |                          |                        |
|                                                                  |                                              |                  |                          |                        |
|                                                                  |                                              |                  |                          |                        |
|                                                                  |                                              |                  |                          |                        |
| <b>Total Direct Labor</b>                                        |                                              |                  |                          | <b>\$369,261</b>       |
| <b>2. Labor Overhead</b>                                         | <b>Rate</b>                                  | <b>X Base =</b>  | <b>Est. Cost (\$)</b>    |                        |
|                                                                  | 0.00%                                        |                  |                          |                        |
|                                                                  |                                              |                  |                          |                        |
| <b>Total Direct Overhead</b>                                     |                                              |                  |                          | <b>\$0</b>             |
| <b>3. Travel*</b>                                                |                                              |                  | <b>Est. Cost (\$)</b>    |                        |
| a. Transportation                                                |                                              |                  | \$2,940                  |                        |
| b. Per Diem or Subsistence                                       |                                              |                  | \$130                    |                        |
|                                                                  |                                              |                  |                          |                        |
| <b>Total Travel</b>                                              |                                              |                  |                          | <b>\$3,070</b>         |
| <b>4. Subcontractors/Suppliers**</b>                             |                                              |                  | <b>Est. Cost (\$)</b>    |                        |
| WM Surveys (Survey and Potholing)                                |                                              |                  | \$50,000                 |                        |
| Robert McDowell                                                  |                                              |                  | \$0                      |                        |
| Fugro (Geotechnical)                                             |                                              |                  | \$73,429                 |                        |
|                                                                  |                                              |                  |                          |                        |
|                                                                  |                                              |                  |                          |                        |
|                                                                  |                                              |                  |                          |                        |
|                                                                  |                                              |                  |                          |                        |
| <b>Total Subcontractors/Suppliers</b>                            |                                              |                  |                          | <b>\$123,429</b>       |
| <b>5. Other Direct Costs*</b>                                    |                                              |                  |                          | <b>\$7,280</b>         |
| <b>6. General &amp; Admin. Expense ( of Item No. 4)</b>          |                                              | 0%               |                          | <b>\$0</b>             |
| <b>7. Fee</b>                                                    |                                              | 0%               |                          | <b>\$0</b>             |
| <b>TOTAL ESTIMATED COST AND FEE</b>                              |                                              |                  |                          | <b>\$503,041</b>       |

\* Itemize on second page of "Form 60"

\*\* Attach METRO "Form 60" for all proposed subcontractors

| CONTRACT PRICING PROPOSAL                   |                                     | MTA<br>"FORM 60"          | Page <u>2</u><br>of <u>2</u> |
|---------------------------------------------|-------------------------------------|---------------------------|------------------------------|
| <b>SUPPORTING SCHEDULE</b>                  |                                     |                           |                              |
| ITEM NO.                                    | ITEM DESCRIPTION                    | NUMBER                    | EST. COST (\$)               |
| <b>3a. Travel - Transportation</b>          |                                     |                           |                              |
| \$400.00                                    | Round Trip Airfare (Orange-Sac)     | 3                         | \$1,200.00                   |
| \$170.00                                    | Days Lodging                        | 2                         | \$340.00                     |
| \$65.00                                     | Days Subsistence (Meals)            | 2                         | \$130.00                     |
| \$70.00                                     | Days Car Rental                     | 2                         | \$140.00                     |
| \$0.54                                      | Mileage                             | 2200                      | \$1,188.00                   |
| \$6.00                                      | Parking                             | 12                        | \$72.00                      |
|                                             |                                     | <b>3a. TOTAL</b>          | <b>\$2,940.00</b>            |
| <b>3b. Travel - Per Diem or Subsistence</b> |                                     |                           |                              |
|                                             | Subsistence (Meals)                 | <b>3b. TOTAL</b>          | <b>\$130.00</b>              |
| <b>5. Other Direct Costs</b>                |                                     |                           |                              |
| <b>Unit Cost</b>                            | <b>Reproduction</b>                 | <b>Number</b>             |                              |
| \$0.16                                      | - Black/White @ \$0.16/sheet        | 12,000                    | \$1,920.00                   |
| \$0.46                                      | - Color @ \$0.46/sheet              | 1,000                     | \$460.00                     |
| \$20.00                                     | Scanned Documents @ \$20/CD         | 6                         | \$120.00                     |
| \$33.00                                     | Overnight Mail/Postage              | 8                         | \$264.00                     |
|                                             | CADD Plots                          | 0                         | \$0.00                       |
| \$1.20                                      | - Black/White @ \$1.2/plot          | 2,000                     | \$2,400.00                   |
| \$18.20                                     | - Color @ \$18.2/plot               | 100                       | \$1,820.00                   |
| \$0.00                                      | Subsurface Exploration Direct Costs | 0                         | \$0.00                       |
| \$10,200.00                                 | Traffic Counts                      | 0                         | \$0.00                       |
| \$48.00                                     | Presentation Boards                 | 2                         | \$96.00                      |
| \$100.00                                    | Supplies/Rentals/Data Services/Misc | 2                         | \$200.00                     |
| \$0.00                                      | Railroad Advisory Services          | 0                         | \$0.00                       |
|                                             |                                     | <b>5. TOTAL</b>           | <b>\$7,280.00</b>            |
| <b>TYPE NAME AND TITLE</b>                  |                                     | <b>SIGNATURE</b>          |                              |
| Carlos Cadena, Vice President               |                                     |                           |                              |
| <b>NAME OF FIRM</b>                         |                                     | <b>DATE OF SUBMISSION</b> |                              |
| WKE                                         |                                     | May 11, 2016              |                              |

| SOW Section | DESCRIPTION                                        | Project Manager | Engineering Lead | Structure Task Lead | Senior Project Engineer | Project Engineer - Civil | Senior Design Engineer | Project Engineer - Structures | Assistant Transportation Engineer | CADD    | TOTAL HOURS | Cost         |
|-------------|----------------------------------------------------|-----------------|------------------|---------------------|-------------------------|--------------------------|------------------------|-------------------------------|-----------------------------------|---------|-------------|--------------|
|             | Burdened Rate (\$)                                 | \$271.45        | \$204.70         | \$210.09            | \$195.82                | \$169.05                 | \$106.85               | \$96.68                       | \$76.32                           | \$89.98 |             |              |
|             | <b>Project Management Support</b>                  |                 |                  |                     |                         |                          |                        |                               |                                   |         | 252         | \$56,425.05  |
| 1.0         | Project Reporting                                  | 16              | 8                | 16                  |                         |                          |                        |                               |                                   |         | 40          | \$9,342.27   |
| 1.1         | Coordination Meetings/Minutes                      | 16              | 8                | 24                  |                         |                          |                        |                               |                                   |         | 48          | \$11,022.99  |
| 1.2         | Meetings with Caltrans                             |                 |                  |                     |                         |                          |                        |                               |                                   |         | 20          | \$4,137.08   |
| 1.3         | Project Management Plan (PMP) and QA/QC Plan       |                 | 12               | 8                   |                         |                          |                        |                               |                                   |         | 16          | \$3,318.29   |
| 1.4         | Project Documentation and Correspondence           |                 | 8                | 8                   |                         |                          |                        |                               |                                   |         | 44          | \$9,807.73   |
| 1.5         | Project Team Coordination (Internal)               | 12              | 32               |                     |                         |                          |                        |                               |                                   |         | 40          | \$8,721.92   |
| 1.6         | Project Team Coordination (Subconsultants)         | 8               | 32               |                     |                         |                          |                        |                               |                                   |         | 20          | \$4,627.99   |
| 1.7         | Progress Reports/Invoices                          | 8               | 12               |                     |                         |                          |                        |                               |                                   |         | 24          | \$5,446.77   |
| 1.8         | Project Schedule                                   | 8               | 16               |                     |                         |                          |                        |                               |                                   |         |             |              |
|             | <b>SUBTOTAL Project Management Support</b>         | 68              | 128              | 56                  | 0                       | 0                        | 0                      | 0                             | 0                                 | 0       | 252         | \$56,425.05  |
|             | <b>Civil Scope of Work</b>                         |                 |                  |                     |                         |                          |                        |                               |                                   |         | 0           | \$25,000.00  |
| 2.0         | Survey (Including Right of Way Engineering)        |                 |                  |                     |                         |                          |                        |                               |                                   |         | 0           | \$0.00       |
| 2.1         | Design Surveys (Completed)                         |                 |                  |                     |                         |                          |                        |                               |                                   |         | 0           | \$0.00       |
| 2.2         | Prepare Base Map (Completed)                       |                 |                  |                     |                         |                          |                        |                               |                                   |         | 0           | \$0.00       |
| 2.3         | Perform Record Data Search (Completed)             |                 |                  |                     |                         |                          |                        |                               |                                   |         | 0           | \$0.00       |
| 2.4         | Acquire Title Reports (Completed)                  |                 |                  |                     |                         |                          |                        |                               |                                   |         | 0           | \$0.00       |
| 2.5         | Survey and Right of Way Mapping                    |                 |                  |                     |                         |                          |                        |                               |                                   |         | 0           | \$12,500.00  |
| 2.6         | Perform Monument Perpetuation Surveys (WM Surveys) |                 |                  |                     |                         |                          |                        |                               |                                   |         | 0           | \$12,500.00  |
| 2.7         | Prepare Right-of-Way Maps                          |                 |                  |                     |                         |                          |                        |                               |                                   |         | 0           | \$0.00       |
| 2.8         | Prepare Acquisition Documents (JHA)                |                 |                  |                     |                         |                          |                        |                               |                                   |         | 0           | \$0.00       |
| 2.9         | Prepare Resolution of Necessity and Plats          |                 |                  |                     |                         |                          |                        |                               |                                   |         | 0           | \$0.00       |
| 3.0         | Roadway                                            |                 |                  |                     |                         |                          |                        |                               |                                   |         | 1,128       | \$158,216.34 |
| 3.1         | Permit Applications                                |                 | 4                |                     |                         | 16                       |                        |                               |                                   |         | 20          | \$3,523.65   |
| 3.2         | Geometric Approval Drawings (GADs)                 | 16              | 40               | 40                  | 160                     | 120                      |                        |                               | 160                               |         | 536         | \$84,763.66  |
| 3.3         | Title Sheet                                        |                 | 8                |                     | 4                       |                          | 8                      |                               | 16                                |         | 36          | \$4,496.81   |
| 3.4         | Key Map and Line Index                             |                 | 8                |                     | 4                       |                          | 8                      |                               | 24                                |         | 44          | \$5,107.39   |
| 3.5         | Construction Staking and Survey Control Map        |                 |                  |                     |                         |                          |                        |                               |                                   |         | 0           | \$0.00       |
| 3.6         | Typical Cross Sections                             |                 | 16               |                     | 32                      |                          | 40                     |                               | 32                                |         | 120         | \$16,257.69  |
| 3.7         | Roadway Layouts                                    |                 | 24               |                     | 24                      |                          | 120                    |                               | 40                                |         | 208         | \$25,487.41  |
| 8           | Profiles and Superelevation Diagrams               |                 | 16               |                     | 8                       |                          | 100                    |                               | 40                                |         | 164         | \$18,579.72  |
| 9           | Construction Details                               |                 |                  |                     |                         |                          |                        |                               |                                   |         | 0           | \$0.00       |
| 10          | Contour Grading Plans                              |                 |                  |                     |                         |                          |                        |                               |                                   |         | 0           | \$0.00       |
| 11          | Pavement Delineation Plans, Details and Quantities |                 |                  |                     |                         |                          |                        |                               |                                   |         | 0           | \$0.00       |
| 12          | Sign Plans, Details and Quantities (KH)            |                 |                  |                     |                         |                          |                        |                               |                                   |         | 0           | \$0.00       |
| 13          | Summary of Quantities Plan                         |                 |                  |                     |                         |                          |                        |                               |                                   |         | 0           | \$0.00       |

N.3.a

| SOW Section | DESCRIPTION                                           | Project Manager | Engineering Lead | Structure Task Lead | Senior Project Engineer | Project Engineer - Civil | Senior Design Engineer | Project Engineer - Structures | Assistant Transportation Engineer | CADD | TOTAL HOURS | Cost         |
|-------------|-------------------------------------------------------|-----------------|------------------|---------------------|-------------------------|--------------------------|------------------------|-------------------------------|-----------------------------------|------|-------------|--------------|
| 3.14        | Quantities and Cost Estimates (50%)                   |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 3.15        | Pavement Life Cycle Cost Analysis (LCCA)              |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 3.16        | Quality Assurance/ Quality Control (QA /QC)           |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 4.0         | Structures                                            |                 |                  |                     |                         |                          |                        |                               |                                   |      | 1,056       | \$154,619.77 |
| 4.1         | Bridge Type Selection (35%)                           | 34              | 78               | 176                 | 0                       | 272                      | 0                      | 274                           | 0                                 | 222  | 1,056       | \$154,619.77 |
| 4.2         | Standard Retaining Wall Plans                         | 0               | 0                | 0                   | 0                       | 0                        | 0                      | 0                             | 0                                 | 0    | 0           | \$0.00       |
| 4.3         | Non-Standard Retaining Wall Plans                     |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 4.4         | Rice Avenue Structure Plans Unchecked Details (65%)   |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 4.5         | Rice Avenue Structure Plans - Independent Check (90%) |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 4.6         | Rice Avenue Structure Plans - Final                   |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 5.0         | Geotechnical                                          |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$73,429.39  |
| 5.1         | Geotechnical Exploration Plan                         |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$15,068     |
| 5.2         | Structures Geotechnical Report (SGR)                  |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$18,973     |
| 5.3         | Field Investigations                                  |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$39,389     |
| 5.4         | Materials Report                                      |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 5.5         | ADL Investigation (Included in PA&ED)                 |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 5.6         | Hazardous Waste Study (Included in PA&ED)             |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 5.7         | Paleontological Mitigation Plan (PMP)                 |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 6.0         | Drainage                                              |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 6.1         | Drainage Plans, Profiles, Details and Quantities      |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 6.2         | Draft Drainage Report                                 |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 6.3         | Storm Water Data Report (SWDR)                        |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 6.4         | Offsite Hydrology & Hydraulics Studies                |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 7.0         | Erosion Control                                       |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 7.1         | Erosion Control Plans                                 |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 7.2         | Water Pollution Control Plans, Details and Quantities |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 8.0         | Lighting (Kt+)                                        |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 8.1         | Electrical Lighting Plans and Details                 |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 8.2         | Electrical Lighting Quantities                        |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 8.3         | City Street Lighting and Details                      |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 8.4         | Traffic Signal Plans - Permanent                      |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 8.5         | Traffic Signal Plans - Temporary (Included in PA&ED)  |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 9.0         | Landscape and Irrigation Work                         |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 9.1         | Aesthetics and Landscape Concept                      |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 9.2         | Planting and Irrigation Plans                         |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 9.3         | Irrigation Sprinkler Schedules                        |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 9.4         | Crossover Tables & Details                            |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |
| 9.5         | Bridge Aesthetics (Included in PA&ED)                 |                 |                  |                     |                         |                          |                        |                               |                                   |      | 0           | \$0.00       |

[illegible]





**Rice Ave-Fifth Street Grade Separation PSR-PR**  
**Milestone 2 - Task 5.0 - Cost Estimate**

| <b>Fugro</b> |                                                          | <b>Principal Engineer</b> | <b>Associate Engineer</b> | <b>Senior Project Engineer</b> | <b>Senior Staff Engineer</b> | <b>CADD Operator</b> | <b>Word Processor</b> | <b>TOTAL HOURS</b> | <b>LABOR COST</b> |
|--------------|----------------------------------------------------------|---------------------------|---------------------------|--------------------------------|------------------------------|----------------------|-----------------------|--------------------|-------------------|
| <b>TASK</b>  | <b>BILLING HOURLY RATE</b>                               |                           |                           |                                |                              |                      |                       |                    |                   |
| 5.0          | PS&E Level Geotechnical Investigations                   |                           |                           |                                |                              |                      |                       |                    |                   |
|              | Planning, Permitting, Field Exploration                  | 4                         |                           | 6                              | 60                           |                      |                       | 70                 | \$7,544           |
|              | Laboratory Testing                                       | 1                         |                           | 2                              |                              |                      |                       | 3                  | \$483             |
|              | LOTB Preparation (up to 3 structures)                    |                           |                           | 4                              | 8                            | 40                   |                       | 52                 | \$7,041           |
|              | Structures Geotechnical Report (SGR) - Draft             | 8                         |                           | 30                             | 60                           | 4                    | 4                     | 106                | \$12,593          |
|              | Structures Geotechnical Report (SGR) - Final             | 6                         |                           | 8                              | 8                            | 2                    | 4                     | 28                 | \$3,661           |
|              | Plan Review and Meetings                                 | 8                         |                           | 8                              |                              |                      |                       | 16                 | \$2,718           |
|              | <b>Subtotal</b>                                          | 27                        | 0                         | 58                             | 136                          | 46                   | 8                     | 275                | \$34,040          |
|              | <b>TOTAL DIRECT LABOR</b>                                | 27                        | 0                         | 58                             | 136                          | 46                   | 8                     | 275                | \$34,040          |
|              | <b>Other Direct Costs</b>                                |                           |                           |                                |                              |                      |                       |                    |                   |
|              | Oxnard Encroachment Permit                               |                           |                           |                                |                              |                      |                       |                    | \$350             |
|              | Traffic Control Plans (2 plans)                          |                           |                           |                                |                              |                      |                       |                    | \$500             |
|              | Traffic Control Services (3 days)                        |                           |                           |                                |                              |                      |                       |                    | \$4,500           |
|              | Mud Rotary Drilling w Mobilization and Grout Backfill (4 |                           |                           |                                |                              |                      |                       |                    | \$16,000          |
|              | Miscellaneous Field Supplies                             |                           |                           |                                |                              |                      |                       |                    | \$500             |
|              | Fugro Geosciences CPT (1 day)                            |                           |                           |                                |                              |                      |                       |                    | \$3,500           |
|              | Drill Cuttings Analytical Testing (3 test suites)        |                           |                           |                                |                              |                      |                       |                    | \$1,575           |
|              | Drill Cuttings Disposal (20 drums)                       |                           |                           |                                |                              |                      |                       |                    | \$3,100           |
|              | Laboratory Testing                                       |                           |                           |                                |                              |                      |                       |                    | \$9,364           |
|              | <b>TOTAL OTHER DIRECT COSTS</b>                          |                           |                           |                                |                              |                      |                       |                    | \$39,389          |
|              | <b>TOTAL MILESTONE 2 - TASK 5.0</b>                      |                           |                           |                                |                              |                      |                       |                    | \$73,429          |



| <b>CONTRACT PRICING PROPOSAL</b>                                                                                               |  |                        |                  |                                             |                        | <b>Page 1</b> |
|--------------------------------------------------------------------------------------------------------------------------------|--|------------------------|------------------|---------------------------------------------|------------------------|---------------|
| City of Oxnard - Rice Avenue Grade Separation at Fifth Street/UPRR Tracks<br>Name of Proposer<br><b>Fugro Consultants, Inc</b> |  |                        |                  | DIVISIONS/LOCATIONS<br>Ventura, CA          |                        |               |
| Home Office Address<br>4820 McGrath Street, Suite 100, Ventura, California 93003                                               |  |                        |                  | CONTRACT NO.<br>DS14-08                     |                        |               |
| Services to be Performed<br>PS&E Level Geotechnical Design Services                                                            |  |                        |                  | TOTAL AMOUNT OF PROPOSAL<br><b>\$73,429</b> |                        |               |
| <b>DETAILED DESCRIPTION OF COST ELEMENTS</b>                                                                                   |  |                        |                  |                                             |                        |               |
| <b>1. Direct Labor (Specify)</b>                                                                                               |  | <b>Estimated Hours</b> | <b>Rate/Hour</b> | <b>Est. Cost (\$)</b>                       | <b>Total Est. Cost</b> |               |
| Principal Engineer                                                                                                             |  | 27                     | \$197.00         | \$5,319                                     |                        |               |
| Associate Engineer                                                                                                             |  | 0                      | \$185.57         | \$0                                         |                        |               |
| Senior Project Engineer                                                                                                        |  | 58                     | \$142.76         | \$8,280                                     |                        |               |
| Senior Staff Engineer                                                                                                          |  | 136                    | \$98.32          | \$13,372                                    |                        |               |
| CADD Operator                                                                                                                  |  | 46                     | \$142.09         | \$6,536                                     |                        |               |
| Word Processor                                                                                                                 |  | 8                      | \$66.64          | \$533                                       |                        |               |
|                                                                                                                                |  |                        |                  |                                             |                        |               |
|                                                                                                                                |  |                        |                  |                                             |                        |               |
|                                                                                                                                |  |                        |                  |                                             |                        |               |
|                                                                                                                                |  |                        |                  |                                             |                        |               |
|                                                                                                                                |  |                        |                  |                                             |                        |               |
| <b>Total Direct Labor</b>                                                                                                      |  | <b>275</b>             |                  |                                             | <b>\$34,040</b>        |               |
|                                                                                                                                |  |                        |                  |                                             |                        |               |
|                                                                                                                                |  |                        |                  |                                             |                        |               |
| <b>2. Labor Overhead Rate</b>                                                                                                  |  | <b>Rate</b>            |                  |                                             |                        |               |
| a. Fugro 2014 audited rate                                                                                                     |  | 222.924%               |                  |                                             |                        |               |
|                                                                                                                                |  |                        |                  |                                             |                        |               |
|                                                                                                                                |  |                        |                  |                                             |                        |               |
| <b>3. Travel</b>                                                                                                               |  |                        |                  | <b>Est. Cost (\$)</b>                       |                        |               |
| a. Transportation                                                                                                              |  |                        |                  | \$0                                         |                        |               |
| b. Per Diem or Subsistence                                                                                                     |  |                        |                  | \$0                                         |                        |               |
|                                                                                                                                |  |                        |                  |                                             |                        |               |
| <b>Total Travel</b>                                                                                                            |  |                        |                  |                                             | <b>\$0</b>             |               |
| <b>4. Subcontractors/Suppliers</b>                                                                                             |  |                        |                  | <b>Est. Cost (\$)</b>                       |                        |               |
| City of Oxnard Encroachment Permit                                                                                             |  |                        |                  | \$350                                       |                        |               |
| Traffic Control Plans (2 plans)                                                                                                |  |                        |                  | \$500                                       |                        |               |
| Traffic Control Services (3 days)                                                                                              |  |                        |                  | \$4,500                                     |                        |               |
| Mud Rotary Drilling w Mobilization and Grout Backfill (4 days)                                                                 |  |                        |                  | \$16,000                                    |                        |               |
| Miscellaneous Field Supplies                                                                                                   |  |                        |                  | \$500                                       |                        |               |
| Fugro Geosciences CPT (1 day)                                                                                                  |  |                        |                  | \$3,500                                     |                        |               |
| Drill Cuttings Analytical Testing (3 test suites)                                                                              |  |                        |                  | \$1,575                                     |                        |               |
| Drill Cuttings Disposal (20 drums)                                                                                             |  |                        |                  | \$3,100                                     |                        |               |
| Laboratory Testing                                                                                                             |  |                        |                  | \$9,364                                     |                        |               |
|                                                                                                                                |  |                        |                  |                                             |                        |               |
|                                                                                                                                |  |                        |                  |                                             |                        |               |
|                                                                                                                                |  |                        |                  |                                             |                        |               |
|                                                                                                                                |  |                        |                  |                                             |                        |               |
|                                                                                                                                |  |                        |                  |                                             |                        |               |
|                                                                                                                                |  |                        |                  |                                             |                        |               |
| <b>Total Subcontractors/Suppliers</b>                                                                                          |  |                        |                  |                                             | <b>\$0</b>             |               |
| <b>5. Other Direct Costs</b>                                                                                                   |  |                        |                  |                                             | <b>\$39,389</b>        |               |
| <b>6. General &amp; Admin. Expense</b>                                                                                         |  |                        |                  | 0%                                          |                        |               |
| <b>7. Fee</b>                                                                                                                  |  |                        |                  | 10%                                         |                        |               |
| <b>TOTAL ESTIMATED COST AND FEE</b>                                                                                            |  |                        |                  |                                             | <b>\$73,429</b>        |               |

**INSURANCE REQUIREMENTS FOR CONSULTANTS  
(WITH 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. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants 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.

2. Consultant 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-A. 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 commencement of services. 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. \_\_\_\_\_  
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, 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, agents 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, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A 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 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.

6. The insurer shall declare any deductibles or self-insured retentions to and be 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 Consultant 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 notice of cancellation.**

### *Endorsement Forms*

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

INS-A.doc



# CERTIFICATE OF LIABILITY INSURANCE

WKEINC0-01

ROSEM

N.3.a

DATE (MM/DD/YYYY)

10/14/2015

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

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

|                                                                                                                                |                                                                                  |                 |
|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|-----------------|
| <b>PRODUCER</b> License # 0E67768<br>IOA Insurance Services<br>4350 La Jolla Village Drive<br>Suite 900<br>San Diego, CA 92122 | <b>CONTACT NAME:</b> Ali Smith                                                   |                 |
|                                                                                                                                | <b>PHONE (A/C, No, Ext):</b> (619) 574-6220 <b>FAX (A/C, No):</b> (619) 574-6288 |                 |
|                                                                                                                                | <b>E-MAIL ADDRESS:</b> Ali.Smith@ioausa.com                                      |                 |
| <b>INSURED</b><br><br>WKE, Inc.<br>400 N. Tustin Ave., #275<br>Santa Ana, CA 92705                                             | <b>INSURER(S) AFFORDING COVERAGE</b>                                             | <b>NAIC #</b>   |
|                                                                                                                                | <b>INSURER A:</b> RLI Insurance Company                                          | 13056 <i>AT</i> |
|                                                                                                                                | <b>INSURER B:</b> Atlantic Specialty Insurance Company                           | 27154 <i>A</i>  |
|                                                                                                                                | <b>INSURER C:</b>                                                                |                 |
|                                                                                                                                | <b>INSURER D:</b>                                                                |                 |
|                                                                                                                                | <b>INSURER E:</b>                                                                |                 |
|                                                                                                                                | <b>INSURER F:</b>                                                                |                 |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                        | ADDL SUBR INSD WVD                  | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                         |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Cont Liab/Sev of Int<br><input checked="" type="checkbox"/> No Co. Owned Autos<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X                                   | PSB0001793    | 10/11/2015              | 10/11/2016              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>Deductible \$ 0 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                                                                                       | X                                   | PSB0001793    | 10/11/2015              | 10/11/2016              | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                                                                             |                                     | PSE0001694    | 10/11/2015              | 10/11/2016              | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000<br>\$                                                                                                                                                                                                   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                            | Y/N<br><input type="checkbox"/> N/A | PSW0001614    | 10/11/2015              | 10/11/2016              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                      |
| B        | Prof Liab/Cls Made                                                                                                                                                                                                                                                                                                                                                                                       |                                     | DPL466415     | 10/11/2015              | 10/11/2016              | Per Claim 2,000,000                                                                                                                                                                                                                                            |
| B        | Ded.: \$25k Cls Made                                                                                                                                                                                                                                                                                                                                                                                     |                                     | DPL466415     | 10/11/2015              | 10/11/2016              | Aggregate 2,000,000                                                                                                                                                                                                                                            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract No. 6944-14-DS / Rice Avenue Grade Separation at Fifth Street/Union Pacific Railroad Tracks

The City, its officers, agents, volunteers and employees are Additional Insured's with respect to General/Hired & Non-Owned Auto Liability per the attached endorsement as required by written contract. Insurance is Primary and Non-Contributory.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                                                          |                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Oxnard<br>Attn: Risk Manager<br>Reference No. 6944-14-DS<br>300 West Third Street, Suite 302<br>Oxnard, CA 93030 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                                                                          | AUTHORIZED REPRESENTATIVE<br><i>T. Kelly Howell</i>                                                                                                            |

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Named Insured: WKE, Inc.  
Policy Number: PSB0001793

RLI Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY**

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
  - a. In the performance of your ongoing operations;
  - b. In connection with premises owned by or rented to you; or
  - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
  - b. This insurance does not apply to the rendering of or failure to render any "professional services".
  - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**  
 However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
  - a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
  - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**  
 We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

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**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Report  
AGENDA ITEM NO.:**

**DATE:** July 12, 2016

**TO:** City Council

**THROUGH:** Greg Nyhoff, City Manager  
Office of the City Manager

**FROM:** Jeri Williams, Police Chief

**SUBJECT:** Memoranda of Understanding Between the Oxnard Police Department and School Districts for FY 16-17

**CONTACT:** Luis Mancha, Police Department  
Luis.Mancha@oxnard.org,

**RECOMMENDATION:**

That City Council approve and authorize the City Manager to execute the FY 16-17 School Resource Officer (SRO) Program cost sharing Memoranda of Understanding (MOU) between the Oxnard Police Department and the Rio School District (RSD); Hueneme School District (HSD); Oxnard School District (OSD), and the Oxnard Union High School District.

**DISCUSSION:**

The Police Department's SRO program supports the priorities that were expressed by the community at the March 5, 2015 community forum. During this forum, "*build strong relationships with schools and youth organizations*" was the leading community priority.

The SRO program serves a student population of approximately 42,000 students in four school districts. The Police Department has one SRO assigned full-time to each of the OUHSD's four high schools. Two more SRO's serve the Oxnard School District (OSD), and a third SRO splits time between HSD and selected schools from the RSD. SRO's are assigned to schools on a long-term basis to provide enhanced services. The SRO's also handle police service calls on and around school campuses, providing relief to patrol services.

## MOUs Between School Districts and Oxnard Police Dept.

July 12, 2016

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SRO's assist school administrators in helping maintain a safe campus environment that is conducive to learning. SRO's provide a visible presence to deter or identify trespassers on campus. School officials rely on the SRO's training, knowledge and experience in handling situations involving weapons violations, or in the identification of controlled dangerous substances. In addition, SRO's provide a service to the surrounding community by addressing concerns such as loitering, speeding or other traffic issues.

SRO's are responsible for investigating violations of criminal law. When it is both necessary and appropriate, SRO's enforce these laws by citing or arresting offenders. Of important note, citing or arresting students is at times necessary, but is viewed as a last resort.

Some functions that SRO's provide to the school districts include:

- Ensuring that all students, staff and campuses are safe.
- Serving as a liaison between schools and the Police Department.
- Bridging the gap between law enforcement and youth.
- Deterring students from joining gangs, or making choices that lead to problems with drugs and/or alcohol.
- Handling criminal investigations that occur on campus. Often times, students report crimes to SRO's that occurred off school grounds, e.g., child abuse, domestic violence, thefts, threats, vandalism, drug and alcohol offenses, etc.
- Ensuring that the educational process is not affected by outside disturbances.
- Enforcing criminal violations when necessary and appropriate.
- Working with school officials to ensure that their school safety plans are in place and that they suit the needs of the particular school. This includes lock down drills, evacuation procedures, and natural disaster planning.
- Participating in the School Attendance and Review Board (SARB) process. This includes participating in hearings, working with families to find solutions to the truancy issues.
- Providing presentations to parents, students, and teacher on a variety of topics, including bullying, cyber bullying, and drugs/alcohol. Of note, SRO's lead the *Every 15 Minutes* program, *Youth Academy*, and *The Parent Project*.
- SRO's are also involved in coaching youth sports to Oxnard students, coaching football, basketball, volleyball and tennis teams.

The FY 16-17 MOUs set forth guidelines and cost reimbursement agreements between the participating school districts and the Police Department's SRO program. The MOU's also define the goals of the SRO program, including agreements to address student misconduct by prioritizing school administrative action over criminal prosecution when appropriate. Additionally, these annual and on-going MOUs ensure that the SROs receive the necessary support and training to ensure a safe school environment, while respecting the rights of students and improving the overall school climate.

The cost recovery for SRO's was renegotiated with the four school districts for FY 16-17, with all districts agreeing to increase their contribution:



## MOUs Between School Districts and Oxnard Police Dept.

July 12, 2016

Page 3

| School District             | FY15-16 Amount | Proposed<br>FY16-17 Amount | Increase   |
|-----------------------------|----------------|----------------------------|------------|
| Rio School District         | 30,448.00      | 45,240.00                  | 14,792.00  |
| Hueneme School District     | 57,420.00      | 85,260.00                  | 27,840.00  |
| Oxnard School District      | 150,217.66     | 261,000.00                 | 110,782.34 |
| Oxnard High School District | 299,280.00     | 522,000.00                 | 222,720.00 |

The cost figure used for personnel costs for a police officer is \$174,000. This figure includes salary and benefits.

Oxnard Union High School District's cost sharing amount for FY 16-17 is \$522,000. This figure represents 75% of the personnel costs of four (4) SRO's, each of whom are assigned to a high school on a full-time basis. The City's 25% cost is \$174,000.

Oxnard School District's cost sharing amount for FY 16-17 is \$261,000. This figure represents 75% of the personnel cost of the two (2) SRO's assigned to serve elementary and middle schools in this district on a full-time basis. The City's 25% cost is \$87,000.

Hueneme School District's cost sharing amount is \$85,260 (49% of the cost of an officer). This figure represents 49% of the personnel cost of one (1) SRO assigned to serve schools in this district for twenty-six (26) hours per week.

Rio School District's cost sharing amount for FY 16-17 is \$45,240. This figure represents 26% of the personnel cost of the one (1) officer, who is assigned to provide services in this district for fourteen (14) hours per week.

It should be noted that Rio School District requested fourteen (14) hours of service per week, and Hueneme School District requested twenty-six (26) hours per week, for a combined total of 40 officer-hours per week. Since both of these school districts are only utilizing the services of an SRO on a part time basis, the combined reimbursement between the two districts equates to 75% of an SRO's personnel costs, and keeps the contribution proportional to other participating districts. The City's combined cost for these two districts is \$43,500.

The school districts will be billed no less than 30 days prior to June 30, 2017.

**FINANCIAL IMPACT**

MOUs Between School Districts and Oxnard Police Dept.

July 12, 2016

Page 4

Anticipated revenue included in FY16-17 Adopted Budget (Account 101-2101-581-7519 Misc.  
Revenue – Other Reimbursements)

## Agreement No. 7410-16-PO

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES  
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES ("Agreement") by and between the City of Oxnard, a municipal corporation ("City") and the Rio School District ("RSD" or "District") is made and entered into as of July 1, 2016. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on RSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department ("OPD") shall provide the services of one (1) School Resource Officer ("SRO") to RSD elementary and intermediate school campuses for a total of fourteen (14) hours a week. The SRO will work with RSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs' law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in Exhibit A attached hereto and incorporated by this reference in full herein.

ATTACHMENT NO. 1  
PAGE 1 OF 1

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Twenty Six percent (26%) of the cost to operate and administer the SRO program for FY 2016-17 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Forty Five Thousand Two Hundred and Forty Dollars (\$45,240) (26% of the cost of an officer) no less than thirty (30) days prior to June 30, 2017.

City shall send invoices to: Kristen Pifko, Assistant Superintendent of Business Services Rio School District 2500 Vineyard Avenue, #100, Oxnard, CA 93036. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2016 to June 30, 2017, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department  
 251 South "C" Street  
 Oxnard, California 93030  
 Attention: Jason Benites, Assistant Chief of Police

District:  
 Rio School District  
 2500 Vineyard Avenue, #100  
 Oxnard, CA 93036  
 Dr. John Puglisi, Superintendent Rio School District

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

RIO SCHOOL DISTRICT

\_\_\_\_\_  
Greg Nyhoff, City Manager

\_\_\_\_\_  
Dr. John Puglisi, Superintendent Rio School District

APPROVED AS TO FORM

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

\_\_\_\_\_  
Jeri Williams, Police Chief

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ATTACHMENT NO. 1

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**EXHIBIT "A"****SRO Guidelines****ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL**

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

**DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT**

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

**RESPECT FOR THE RIGHTS OF STUDENTS**

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
  - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
  - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
  - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such

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suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

#### SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
  - a. Child and adolescent development and psychology;
  - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
  - c. Children with disabilities or other special needs; and
  - d. Cultural competency.

#### PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

#### TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the RSD, all SROs will be given a user-specific login and access to the RSD network to:
  - a. Login
  - b. Run productivity software, including Microsoft Office
  - c. Print to District/School printers
  - d. Access the Internet thru the District's Internet Filter
  - e. Access WebMail from a third party provider
  - f. Access Internet Filter override
2. SROs will not be provided:
  - a. Access to install programs to workstations or servers
  - b. Access to District email accounts or the District's email address book
  - c. Access to the District's Student Information System
  - d. Access to other District files

## Agreement No. 7411-16-PO

# **AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES ("Agreement") by and between the City of Oxnard, a municipal corporation ("City") and the Hueneme School District ("HSD" or "District") is made and entered into as of July 1, 2016. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on HSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department ("OPD") shall provide the services of one (1) School Resource Officer ("SRO") to HSD elementary and intermediate school campuses for a total of Twenty Six (26) hours a week. The SRO will work with HSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs' law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in Exhibit A attached hereto and incorporated by this reference in full herein.

In addition to the obligations set forth in the Agreement, City shall notify the District Superintendent in writing within five (5) business days of City's anticipation of a SRO absence from a school exceeding a period of nine (9) consecutive school days.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund forty-nine percent (49%) of the cost to operate and administer the SRO program for FY 2016-2017 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Eighty-five Thousand Two hundred and Sixty Dollars (\$85,260) (49% of the cost of one officer) no less than thirty (30) days prior to June 30, 2017.

City shall send invoices to: Christine Walker, Superintendent, Hueneme School District, 205 N. Ventura Road, Port Hueneme, California 93041-3065. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2016 to June 30, 2017, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either

Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department  
251 South "C" Street  
Oxnard, California 93030  
Attention: Jason Benites, Assistant Chief of Police

District:

Hueneme School District  
205 N. Ventura Road  
Port Hueneme, California 93041-3065  
Attention: Dr. Jerry Dannenberg, Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and

bind each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

HUENEME SCHOOL DISTRICT

\_\_\_\_\_  
Greg Nyhoff, City Manager

\_\_\_\_\_  
Dr. Jerry Dannenberg, Superintendent

APPROVED AS TO FORM

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

\_\_\_\_\_  
Jeri Williams, Police Chief

**EXHIBIT "A"****SRO Guidelines****ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL**

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

**DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT**

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

**RESPECT FOR THE RIGHTS OF STUDENTS**

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
  - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
  - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
  - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such

suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

#### SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
  - a. Child and adolescent development and psychology;
  - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
  - c. Children with disabilities or other special needs; and
  - d. Cultural competency.

#### PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

#### TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the HSD, all SROs will be given a user-specific login and access to the HSD network to:
  - a. Login
  - b. Run productivity software, including Microsoft Office
  - c. Print to District/School printers
  - d. Access the Internet thru the District's Internet Filter
  - e. Access WebMail from a third party provider
  - f. Access Internet Filter override
2. SROs will not be provided:
  - a. Access to install programs to workstations or servers
  - b. Access to District email accounts or the District's email address book
  - c. Access to the District's Student Information System
  - d. Access to other District files



OSD AGREEMENT #16-04

Agreement No. 7412-16-PO

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES  
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES ("Agreement") by and between the City of Oxnard, a municipal corporation ("City") and the Oxnard School District ("OSD" or "District") is made and entered into as of July 1, 2016. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on OSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department ("OPD") shall provide the services of two (2) School Resource Officer's ("SRO's") to OSD elementary and intermediate school campuses. The SRO will work with OSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs' law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in Exhibit A attached hereto and incorporated by this reference in full herein.

ATTACHMENT NO. 3  
PAGE 1 OF 7

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Seventy Five percent (75%) of the cost to operate and administer the SRO program for FY 2016-2017 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Two Hundred Sixty One Thousand Dollars (\$261,000) (total cost for two officers) no less than thirty (30) days prior to June 30, 2017.

City shall send invoices to: Lisa Cline, Deputy Superintendent, Oxnard School District 1051 South A Street, Oxnard, CA, 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2016 to June 30, 2017, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department  
251 South "C" Street  
Oxnard, California 93030  
Attention: Jason Benites, Assistant Chief of Police

District:

Oxnard School District  
1051 South A Street  
Oxnard, CA, 93030  
Attention: Lisa Cline, Deputy Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be

construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

ATTACHMENT NO. 3<sup>4</sup>  
PAGE 4 OF 7

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

OXNARD SCHOOL DISTRICT

\_\_\_\_\_  
Greg Nyhoff, City Manager

\_\_\_\_\_  
Dr. Cesar Morales, Superintendent

APPROVED AS TO FORM

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

\_\_\_\_\_  
Jeri Williams, Police Chief

ATTACHMENT NO. 3  
PAGE 5 OF 7

**EXHIBIT "A"****SRO Guidelines****ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL**

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

**DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT**

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

**RESPECT FOR THE RIGHTS OF STUDENTS**

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
  - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
  - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
  - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such

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ATTACHMENT NO. 3  
 PAGE 6 OF 1

suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

#### SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
  - a. Child and adolescent development and psychology;
  - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
  - c. Children with disabilities or other special needs; and
  - d. Cultural competency.

#### PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

#### TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the OSD, all SROs will be given a user-specific login and access to the OSD network to:
  - a. Login
  - b. Run productivity software, including Microsoft Office
  - c. Print to District/School printers
  - d. Access the Internet thru the District's Internet Filter
  - e. Access WebMail from a third party provider
  - f. Access Internet Filter override
2. SROs will not be provided:
  - a. Access to install programs to workstations or servers
  - b. Access to District email accounts or the District's email address book
  - c. Access to the District's Student Information System
  - d. Access to other District files

## Agreement No. 7413-16-PO

# **AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES ("**Agreement**") by and between the City of Oxnard, a municipal corporation ("**City**") and the Oxnard Union High School District ("**OUHSD**" or "**District**") is made and entered into as of July 1, 2016. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on OUHSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department ("**OPD**") shall provide the services of four (4) School Resource Officer's ("SRO's") to OUHSD school campuses. The SRO will work with OUHSD district staff as well as staff at individual schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SRO's to be tailored to the specific needs of each school, and it will also provide for flexibility of the SRO's law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in Exhibit A attached hereto and incorporated by this reference in full herein.



3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Seventy-Five percent (75%) of the cost to operate and administer the SRO program for FY 2016-2017 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Five Hundred Twenty-two Thousand (\$522,000) (75% of the cost of the officers) no less than thirty (30) days prior to June 30, 2017.

City shall send invoices to: Steve Dickinson, Assistant Superintendent of Administrative Services, Oxnard Union High School District, 309 S. K Street, Oxnard, CA 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from August 29, 2016 to June 30, 2017, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots,

acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department  
251 South "C" Street  
Oxnard, California 93030  
Attention: Jason Benites, Assistant Chief of Police

District:

Oxnard Union High School District  
309 S. K Street  
Oxnard, CA 93030  
Attention: Trudy Arriaga, Interim Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

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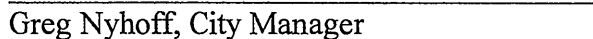
ATTACHMENT NO. 4  
PAGE 3 OF 8

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

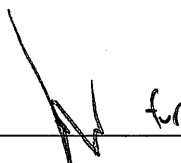
CITY OF OXNARD

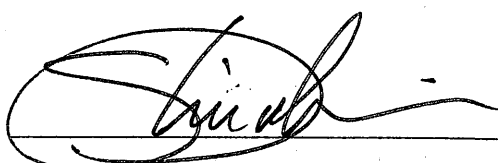
OXNARD UNION HIGH SCHOOL DISTRICT

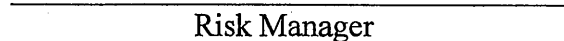
  
 Greg Nyhoff, City Manager

  
 Dr. Penelope Deleon, Superintendent

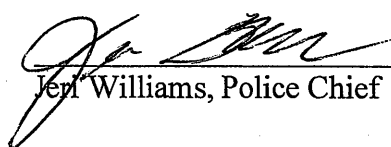
APPROVED AS TO FORM

  
 Stephen M. Fischer, City Attorney

  
 Steve Dickinson, Assistant Superintendent

  
 Risk Manager

APPROVED AS TO CONTENT

  
 Jeff Williams, Police Chief

5

 ATTACHMENT NO. 4  
 PAGE 5 OF 8

**EXHIBIT "A"****SRO Guidelines****ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL**

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to the deployment of the SRO and each month school administrators shall be informed of the regular or specially assigned duties and responsibilities that require the SRO to be off campus during school days and/or school hours. School Administrators shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor. Copies of weekly SRO activity reports are available to the school principal and/or District Superintendent or the Superintendents' designee upon request.
6. The SRO shall inform school administration if he or she is being reassigned to cover a vacant position in the SRO unit. If the reassignment last more than two consecutive weeks the District Superintendent or Superintendent's designee will be informed by the SRO supervisor and a plan to provide full coverage to the impacted school site will be developed at no additional cost to the district.

**DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT**

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

**RESPECT FOR THE RIGHTS OF STUDENTS**

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child

has committed or is committing a criminal offense.

- a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
  - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
  - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.
  3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
  4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

#### SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
  - a. Child and adolescent development and psychology;
  - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
  - c. Children with disabilities or other special needs; and
  - d. Cultural competency.

#### PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

#### TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the OUHSD, all SROs will be given a user-specific login and access to the OUHSD network to:
  - a. Login
  - b. Run productivity software, including Microsoft Office

- c. Print to District/School printers
  - d. Access the Internet thru the District's Internet Filter
  - e. Access WebMail from a third party provider
  - f. Access Internet Filter override
2. SROs will not be provided:
- a. Access to install programs to workstations or servers
  - b. Access to District email accounts or the District's email address book
  - c. Access to the District's Student Information System
  - d. Access to other District files

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**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Report  
AGENDA ITEM NO.:**

**DATE:** July 12, 2016

**TO:** City Council

**THROUGH:** Greg Nyhoff, City Manager  
Office of the City Manager

**FROM:** Daniel Rydberg, Public Works Director

**SUBJECT:** Agreements for Trade Services with Kaneko Landscaping Services, Inc. for Eight Maintenance Assessment Districts (5/10)

**CONTACT:** Ralph Alamillo, Public Works  
Ralph.Alamillo@oxnard.org, 385-8341

**RECOMMENDATION:**

That City Council approve and authorize the City Manager to execute eight Agreements for Trade Services with Kaneko Landscaping Services, Inc. to provide landscape maintenance services within District 3 RiverRidge located at northeast corner of Patterson Road and Gonzales Road (Agreement No. 7452-16-CM); District 16 California Lighthouse located at northeast corner of Ventura Road and Ninth Street (Agreement No. 7453-16-CM); District 38 Aldea del Mar located at the corner of Gonzales Road and Snow Avenue (Agreement No. 7454-16-CM), District 39 El Sueno/Promesa located at northwest corner of Entrada Drive and Morado Place (Agreement No. 7460-16-CM); District 55 Wingfield West located at corner of Dunkirk Drive and Portofino Place (Agreement No. 7455-16-CM); District 57 Golden State Self Storage located at corner of Auto Center Drive and Los Olivos (Agreement No. 7457-16-CM); District 58 Westwind located at northwest corner of Cypress Road and Clara Street (Agreement No. 7458-16-CM); and District 60 Artisan located at Gonzales Road between Williams Drive and Lombard Street (Agreement No. 7459-16-CM).

**BACKGROUND**

Maintenance Assessment District 3 RiverRidge, District 16 California Lighthouse, District 38 Aldea del Mar, District 39 El Sueno/Promesa, District 55 Wingfield West, District 57 Golden State Self Storage, District 58 Westwind and District 60 Artisan have landscaping improvements

Agmts W/Kaneko Landscaping Svcs, Inc. for Eight Maint. Assessment Districts

July 12, 2016

Page 2

along streets and public walkways that add value and enhance the aesthetic qualities of the districts. All parcels within these districts are assessed for the annual cost of maintenance. The new inspection program suggested by NBS Consulting will be implemented in these Trade Services Agreements. This program consists of monthly walkthroughs of the Maintenance Assessment Districts, noting areas that were not properly serviced per the contract, meeting with the contractor to apprise them of the areas that were deficient and deducting the cost from the invoice for those deficiencies.

On April 15, 2016, a Request for Bid (RFB) was issued to nine vendors. Three vendors submitted bids. Kaneko Landscaping Services, Inc. was the lowest responsive and responsible bidder for the following districts:

| <b>District</b>                   | <b>Amount</b> | <b>Term</b> |
|-----------------------------------|---------------|-------------|
| No. 3, River Ridge                | \$88,988      | Two Years   |
| No. 16, California Lighthouse     | \$39,189      | Three years |
| No. 38, Aldea del Mar             | \$64,296      | One Year    |
| No. 39, El Sueno/Promesa          | \$76,080      | One Year    |
| No. 55, Wingfield West            | \$67,677      | Three Years |
| No. 57, Golden State Self Storage | \$29,592      | Three Years |
| No. 58, Westwind                  | \$98,820      | Three Years |
| No. 60, Artisan                   | \$71,640      | Three Years |

## **FINANCIAL IMPACT**

The cost for maintenance will be paid from Street Landscaping account numbers as follows:

| <b>District</b>                   | <b>Account</b>    |
|-----------------------------------|-------------------|
| No. 3, River Ridge                | 124-5702-804-8209 |
| No. 16, California Lighthouse     | 133-5702-804-8209 |
| No. 38, Aldea del Mar             | 159-5702-804-8209 |
| No. 39, El Sueno/Promesa          | 160-5702-804-8209 |
| No. 55, Wingfield West            | 170-8013-899-8209 |
| No. 57, Golden State Self Storage | 170-8015-899-8209 |
| No. 58, Westwind                  | 170-8016-899-8209 |
| No. 60, Artisan                   | 170-8018-899-8209 |

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

**AGREEMENT FOR TRADE SERVICES  
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/15)**

THIS AGREEMENT FOR TRADE SERVICES ("**Agreement**") is entered into in Ventura County, California, this 23<sup>rd</sup> day of May, 2016, by and between the City of Oxnard ("**City**") and Kaneko Landscaping Services, Inc. ("**Vendor**"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Landscape maintenance services in River Ridge District 3, as set forth in Exhibit B (the "**Services**").

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on July 1, 2016, and shall end on June 30, 2018. 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 the 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.

4. City shall pay Vendor an amount not to exceed \$44,494.00 per year for the Services performed during the term of this Agreement. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors 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 Vendor, its employees, subcontractors, agents and sub-vendors. Vendor 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 Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

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 A**. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.92 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, 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. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the “**Indemnified Party**”) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor’s performance of this Agreement or Vendor’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. Vendor’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 the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Vendor’s duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor 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 the Indemnified Party shall not relieve Vendor from its separate and distinct obligation to defend the Indemnified Party. 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 Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys’ fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

7. Vendor shall continuously maintain adequate protection of all of 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.

8. a. Vendor shall obtain and maintain during the performance of the 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 the 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.

9. In performing the 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.

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

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

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



13. Any notices to Vendor may be delivered personally or by mail addressed to: Kaneko Landscape Services, Inc., PO Box 7198, Oxnard, CA 93031. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Public Works Department, 305 W. Third Street, 2<sup>nd</sup> Floor, Oxnard, CA, 93030, Attention: Ralph Alamillo.

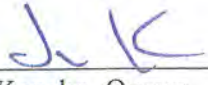
14. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

15. 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 the 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

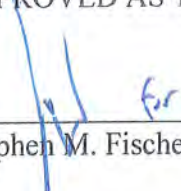
VENDOR

\_\_\_\_\_  
Greg Nyhoff, City Manager

  
\_\_\_\_\_  
Jon Kaneko, Owner

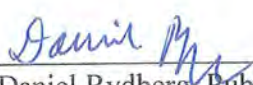
APPROVED AS TO FORM:

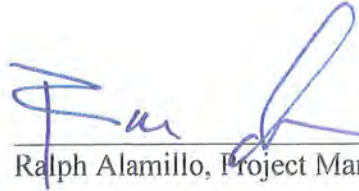
APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Stephen M. Fischer, City Attorney

\_\_\_\_\_  
Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Daniel Rydberg, Public Works Director

  
\_\_\_\_\_  
Ralph Alamillo, Project Manager

**EXHIBIT A****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.
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 1** 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****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. (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.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS  
EFFECTIVE JULY 1, 2015**

17. 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 **\$14.92 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2016, 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.

e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

## EXHIBIT B

Exhibit

**RIVERRIDGE – DISTRICT 3**

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Please refer requests for clarification of technical requirements to:

Sergio Cervantes, Parks Maintenance Supervisor  
City of Oxnard  
General Services/Landscape Maintenance District  
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 materials, supervision, labor, 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 City business license and all other license and permit requirements of the City, State, and Federal government, as well as all other requirements of law. Contractor is required to register with County Agriculture Commissioner's before applying any chemicals.



E. Taxes:

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

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. If contractor fails to make necessary corrections, the City will have it replaced at the contractor's expense.

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. Contracted area

The contractor is to maintain the landscape parkway areas designated in the attached exhibit. The parkway in front of residents is not maintained by the City contractor.

I. 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 Maintenance Services Manager 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.

J. Work logs:

(Please read and sign. Bid will not be accepted without signature)

The contractor shall provide a detailed work log of the work completed for the stated time period on the work log. The work log must be verified by City staff, that the work stated was completed before the invoice can be paid. If the work was not completed, City has the right to withhold or deduct monies from payment for the work that was not done in said time period. By signing, company representative on behalf of company, is agreeing to this clause. Logs must be turned in one week before end of month.

Company name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

K. Monitoring device:

Contractor shall be required to supply and operate a monitoring device, such as a smart phone, at all times while servicing City areas. City shall have access to phone app. to be able to monitor crew.

L. 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 or negligence

II. **SPECIAL CONDITIONS**

A. Litter/Debris Control:

All areas of maintenance responsibility shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter (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 as specified by service level and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be cleaned at the same frequency as the mowing schedule.

B. Irrigation:

Irrigation shall be performed as required to maintain proper plant growth in all areas. 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. The irrigation schedule of all areas shall follow the City watering ordinance. The City reserves the right to require contractor to change the watering schedule as necessary.

The contractor shall be responsible for the maintenance and/or replacement of all irrigation systems and appurtenances. 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 Maintenance Services Manager or his representative. All other irrigation replacement shall be subject to approval by the Maintenance Services Manager 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. 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 and to be turned back on and reprogrammed at the end of a rainy period. Contractor shall have staff present to operate the system during inspection.



C. 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 Maintenance Services Manager 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 Maintenance Services Manager 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 Maintenance Services Manager or his representative.

D. Vertebrate Control:

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

E. 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 required by service level for natural shape, pest control, and safe flow of traffic to the satisfaction of the Maintenance Services Manager 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 as required by service level. 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 Maintenance Services Manager 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.

F. 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. Site specific mowing height shall be designated by a Park representative. Mowing shall occur as specified by service level. 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 Maintenance Services Manager 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 Maintenance Services Manager or his representative.

G. 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 and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City.

H. Inspections:

Contractor or representative shall be available to perform regular inspections of the Assessment District with the Maintenance Services Manager or his representative. Inspections shall occur no less than once per month at an agreed upon time.

I. Response and Inquiries:

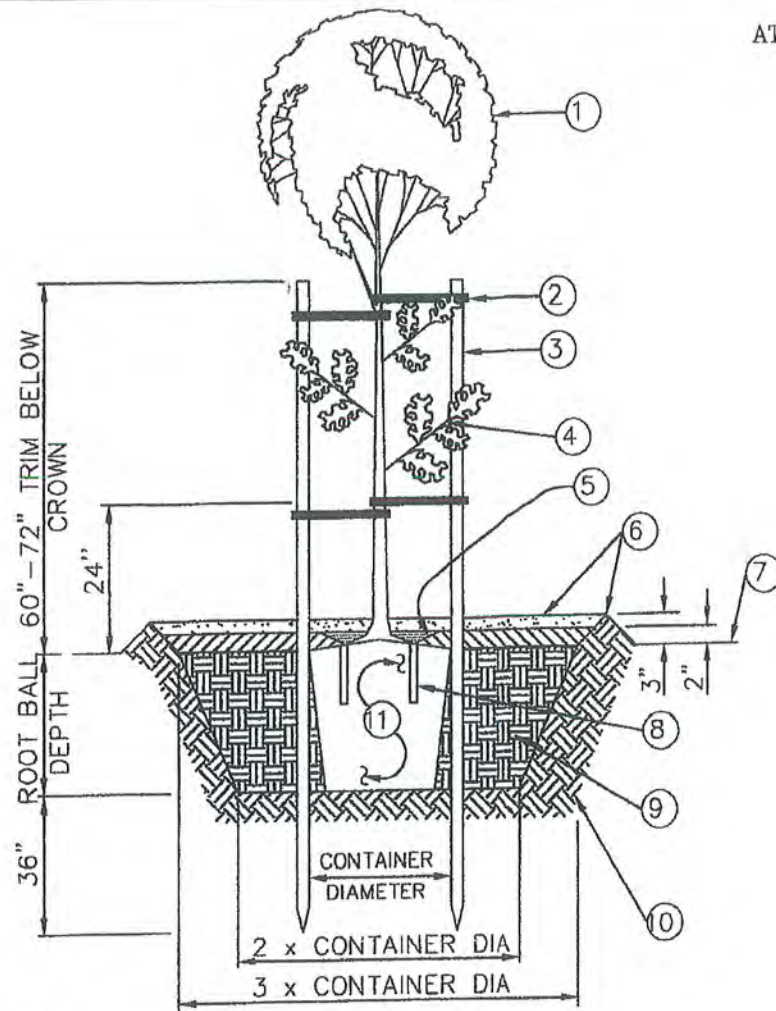
The contractor shall be required to respond (within 60 minutes) to any inquiries, telephone calls, and emergency situations emanating from City staff. The contractor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur on a 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.

J. 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.



ATTACHMENT 1



- ① TREE CROWN
- ② BLACK RUBBER CINCH TIE PULL TAUT, 4-REQUIRED
- ③ 2" DIA TREATED LODGE POLE PINE TREE STAKE, DRIVE INTO UNDISURBED SOIL, TRIM TOPS OF STAKES AS RQUIRED
- ④ LOWER SCAFFOLD BRANCHES
- ⑤ 2" MULCH LAYER
- ⑥ 3" BERM
- ⑦ FINISH GRADE
- ⑧
- ⑨ PLANTING BACKFILL WITH 12-21 GRAM "BEST" TABS PER 36" BOX TREE  
/or equal
- ⑩ UNDISURBED SOIL
- ⑪ ROOT BALL  
per Manuf. req.

**NOTES:**

1. REMOVE NURSERY STAKES AT TIME OF PLANTING.
2. ROUGHEN SIDES OF PLANT PIT.
3. BERM NOT REQUIRED IN EXISTING TURF AREAS.

**TREE PLANTING (STAKING)**

DRAWN: A. ROQUE CKD.: D. BUNGERT

Department of Public Works

APPR. L. Balderrama, PE, City Engineer

STANDARD PLAN

PLATE 836

SHEET 1 OF 1

## Addendum to Landscape Assessment Districts Contract

1. Contractor is required to provide detailed monthly work schedule for ongoing monthly service contract.  
Contractor is required to provide a timeline detailing the work/schedule of maintenance activities to be performed at least 15 days prior to the commencement of each coming month.
2. Whenever the Contractor is required to detour traffic, Contractor shall submit three drawing of the proposed detour to the City's Traffic Engineer five working days prior to the date when the detour is to be implemented. The Contractor shall revise the plan in accordance with the directions of the City's Traffic Engineer. The Contractor shall not implement a detour without prior approval of the detour plan by the City's Traffic Engineer. All detours shall be installed and maintained at all times in accordance with the approved plan.



D. Pesticide Application:

The contractor shall be responsible for all other not cover under weed and vertebrate control. Bid shall be, hourly rate basis.

E. 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 2006 ANSI A300 standards in conjunction with International Society of Arboriculture Publication "Tree Pruning Guidelines". Pruning, shaping and structuring of trees shall be done as required by service level, 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 Maintenance Services Manger 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 in city maintained planter areas, not in front of residence, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an 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.

Dead or dying palm fronds shall be removed and disposed of weekly. Dying palm fronds shall be pruned in a manner 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. All palms shall be fertilized according to service level per palm. Palm specific fertilizer shall be applied and label followed as applicable by law.

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

The contractor shall be responsible for providing proper traffic control to provide a safe work zone. Bid shall be per tree basis.

F. 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 Maintenance Services Manager or his representative for review and authorization for replanting. When authorized by the Maintenance Services Manager or his representative, the work shall be performed by the contractor who then shall be compensated by the City on a hourly rate basis.

G. Weather Damage:

The contractor shall correct and repair all weather damage incurred throughout the year by trees, shrubs, mud on sidewalks/gutters/etc. Bid shall be, hourly rate basis.

H. Graffiti:

Contractor shall remove graffiti as directed by City staff. Bid shall be, hourly rate basis.

I. 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 groundcover for a period of 120 days from date of installation.

Exhibit D

**RIVERRIDGE – DISTRICT 3**

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Please refer requests for clarification of technical requirements to:

Sergio Cervantes, Parks Maintenance Supervisor  
City of Oxnard  
General Services/Landscape Maintenance District  
1060 Pacific Avenue, Bldg. 3  
Oxnard, California 93030  
(805) 385-7950

Add Alternate

A. Fertilization:

All turf, shrubbery and groundcover shall be fertilize according to the service level. 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 Maintenance Services Manager 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 Maintenance Services Manager 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 Maintenance Services Manager or his representative. Contractor may be required to deviate from this schedule upon written notification by Maintenance Services Manager or his representative. Turf bid shall be total cost Basis. Shrubs and groundcover shall be total cost basis.

B. Soil Aerification:

The contractor shall be responsible for soil aerification at the direction of staff. Bid shall be, total cost basis.

C. Thatch Removal:

The contractor shall be responsible for the removal of thatch buildup at the direction of staff. Bid shall be, total basis.



# Exhibit A

Exhibit

N.5.a

## City of Oxnard - Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts

| Turf Maintenance Schedule                                        | Frequency        | Level of Service |   |   |   |   |
|------------------------------------------------------------------|------------------|------------------|---|---|---|---|
|                                                                  |                  | A                | B | C | D | F |
| Mowing, Edging & trimming around sprinklers:                     | Weekly           | X                |   |   |   |   |
|                                                                  | Every two weeks  |                  | X |   |   |   |
|                                                                  | Every third week |                  |   | X |   |   |
| No Mowing or Edging. Keep sprinklers clear of obstructions only: | Monthly          |                  |   |   | X |   |
|                                                                  | Quarterly        |                  |   |   |   | X |
| Aerate to reduce compaction and stress:                          | 3x year          | X                |   |   |   |   |
|                                                                  | Annually         |                  |   | X |   |   |
|                                                                  | Not performed    |                  |   |   |   | X |
| Dethatch (removing thatch layer to improve growth):              | Annually         | X                |   |   |   |   |
|                                                                  | Not performed    |                  |   |   |   | X |
| Overseed stressed areas:                                         | Annually         | X                |   |   |   |   |
|                                                                  | Not performed    |                  |   |   |   | X |

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

| Trash and Debris Removal                                                      | Frequency   | Level of Service |   |   |   |   |
|-------------------------------------------------------------------------------|-------------|------------------|---|---|---|---|
|                                                                               |             | A                | B | C | D | F |
| Entire area including but not limited to: Turf, Shrubs, Ground Cover, Gutters | Daily       | X                |   |   |   |   |
|                                                                               | 2x per week |                  | X |   |   |   |
|                                                                               | Weekly      |                  |   | X |   |   |
|                                                                               | Monthly     |                  |   |   | X |   |
| For public health and safety only                                             | As Required |                  |   |   |   | X |

| Weed and Pest Control Schedule                                                                      | Frequency                | Level of Service |   |   |   |   |
|-----------------------------------------------------------------------------------------------------|--------------------------|------------------|---|---|---|---|
|                                                                                                     |                          | A                | B | C | D | F |
| Complete control and/or eradication of all plant pests and weeds within the landscape as scheduled. | Consistently neat/weekly | X                |   |   |   |   |
|                                                                                                     | Every two weeks          |                  | X |   |   |   |
|                                                                                                     | Monthly                  |                  |   | X |   |   |
|                                                                                                     | Quarterly                |                  |   |   | X |   |
| For public health and safety purposes only                                                          | As Required              |                  |   |   |   | X |

| Pruning and Trimming Schedule | Frequency                                                                                        | Level of Service |   |   |   |   |
|-------------------------------|--------------------------------------------------------------------------------------------------|------------------|---|---|---|---|
|                               |                                                                                                  | A                | B | C | D | F |
| Ground Cover                  | Consistently neat                                                                                | X                |   |   |   |   |
|                               | Monthly                                                                                          |                  | X |   |   |   |
|                               | Bimonthly                                                                                        |                  |   | X |   |   |
|                               | Quarterly                                                                                        |                  |   |   | X |   |
|                               | Annually                                                                                         |                  |   |   |   | X |
| Vines                         | Consistently neat                                                                                | X                |   |   |   |   |
|                               | Semi-annually                                                                                    |                  | X |   |   |   |
|                               | Annually                                                                                         |                  |   | X |   |   |
|                               | Upon property owner request to remove encroaching vines or becoming a public hazard <sup>1</sup> |                  |   |   | X |   |
| Shrubs                        | Maintain vines in a manner which prevents public hazards <sup>1</sup>                            |                  |   |   |   | X |
|                               | Selectively prune as required to prevent encroachment and maintain natural form                  | X                |   |   |   |   |
|                               | Shear to maintain neat appearance and prevent encroachment                                       |                  | X |   |   |   |
|                               | Shear semi-annually to prevent encroachment                                                      |                  |   | X |   |   |
|                               | Shear any shrub that encroaches upon improvements or creates a public hazard <sup>1</sup>        |                  |   |   | X |   |
| Trees                         | Maintain shrubs in a manner which prevents public hazards <sup>1</sup>                           |                  |   |   |   | X |
|                               | Maintain all trees in their Natural Shape                                                        | X                |   |   |   |   |
|                               | Maintain all trees in their Natural Shape to 13.5' feet above street and 9" above Sidewalk       |                  | X |   |   |   |
|                               | Maintain all trees in a safe condition to 13.5' feet above street and 9" above Sidewalk          |                  |   | X |   |   |
|                               | Report Encroachments or Hazards:                                                                 |                  |   |   |   | X |

1. Public hazards include but are not limited to: obstruction of traffic sight lines and encroachment of sidewalks below ADA minimums.



# Exhibit A

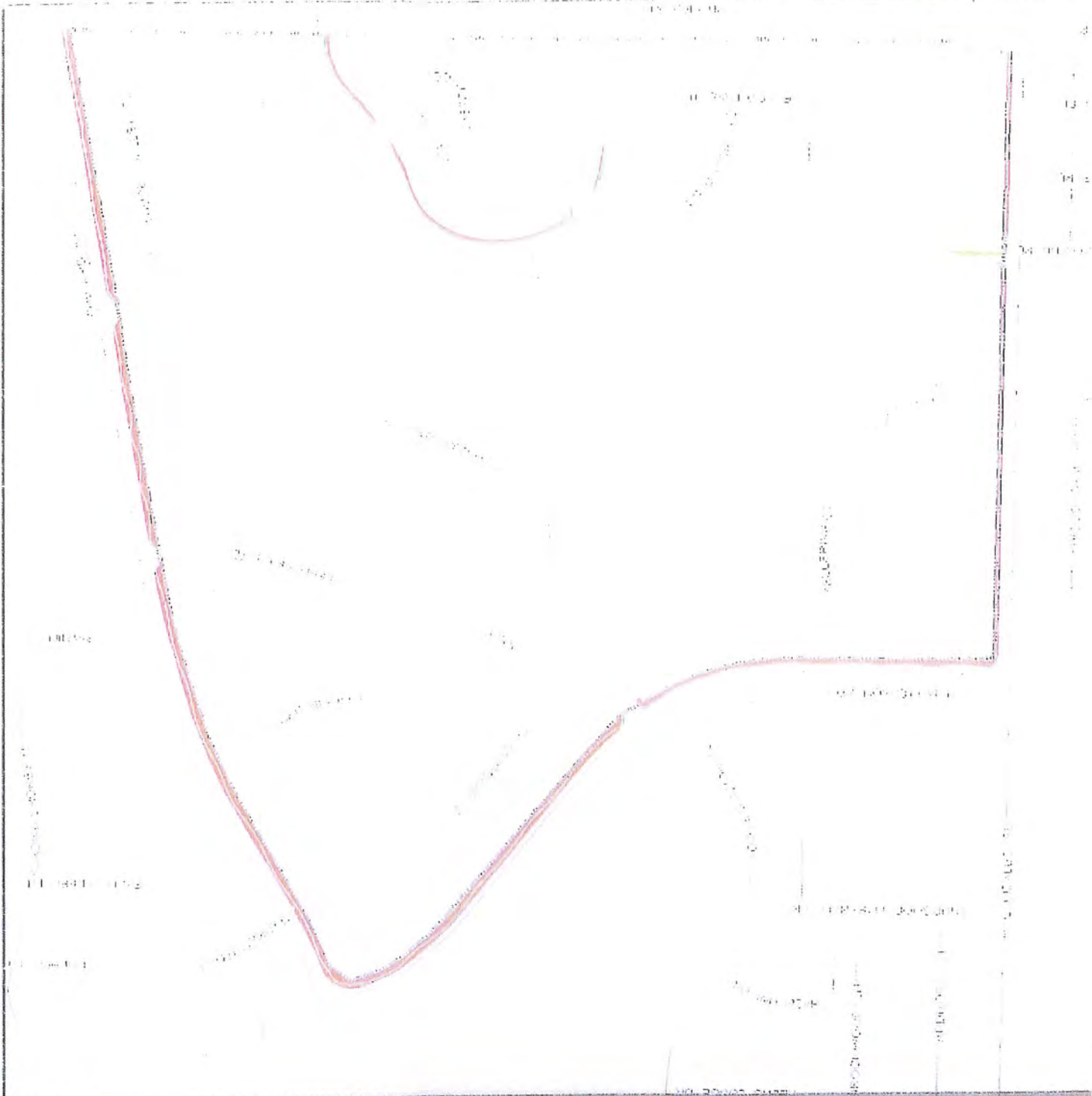
N.5.a

## City of Oxnard - Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts

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

| Irrigation                          | Frequency            | Level of Service |   |   |   |   |
|-------------------------------------|----------------------|------------------|---|---|---|---|
|                                     |                      | A                | B | C | D | F |
| Inspect and adjust/repair as needed | Weekly               | X                |   |   |   |   |
|                                     | Every two weeks      |                  | X |   |   |   |
|                                     | Monthly              |                  |   | X |   |   |
|                                     | Quarterly            |                  |   |   | X |   |
|                                     | Respond to Complaint |                  |   |   |   | X |

| Need to have an increasing fund balance for the following Items | Frequency |  |
|-----------------------------------------------------------------|-----------|--|
| Plant Material Replacement                                      | Annually  |  |
| Vandalism Repair                                                | As needed |  |
| Playground Repair                                               | As needed |  |
| Security Light Repair                                           | As needed |  |
| Irrigation Hardware (controller/enclosure/Backflow) Replacement | As needed |  |
| Sidewalk Repair                                                 | As needed |  |
| Fence Repair                                                    | As needed |  |
| Community Mailbox Repair/Replacement                            | As needed |  |



# CITY OF OXNARD

## Map of Authorized Improvements

### LMD No. 3 (River Ridge)

Legend:

- STREETS
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- DISTRICT BOUNDARY
- CITY BOUNDARY

Scale: 0, 500, 1,000 Feet

North Arrow

Coordinate System: NAD 1983 StatePlane California 500405 Feet

Prepared by: City of Oxnard & Ventura County

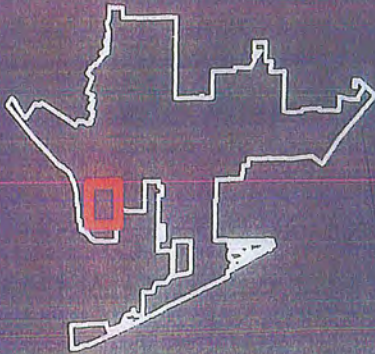
Page 1 of 2



# CITY OF OXNARD

## Map of Authorized Improvements

LMD No. 3 (River Ridge)



TREES

STREETS

DISTRICT BOUNDARY

CITY BOUNDARY



0 500 1,000 Feet

Coordinate System: NAD 1983 StatePlane California  
S 10405 Feet

Prepared by: City of Oxnard & Ventura County

Prepared by: NDB - April 2016

Page 2 of 2





**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.7452-16-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**). 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.

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 SPACECOMPANY  
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<br>LTR | TYPE OF INSURANCE                                                                                                                | POLICY NUMBER | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIMITS                                                                                                                                                                                                      |
|-----------|----------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A         | GENERAL LIABILITY<br>[x] COMMERCIAL GENERAL LIABILITY<br>[x] CLAIMS MADE [x] OCCUR<br>[x] OWNER'S & CONTRACTOR'S PROT            |               |                                     |                                      | GENERAL AGGREGATE \$1,000,000<br>PRODUCTS COMP/OP AGG \$1,000,000<br>PERSONAL & ADV. INJURY \$1,000,000<br>EACH OCCURRENCE \$1,000,000<br>FIRE DAMAGE (Any one fire) \$<br>MED. EXPENSE (Any one person) \$ |
| A         | AUTOMOBILE LIABILITY<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY |               |                                     |                                      | COMBINED SINGLE \$1,000,000<br>LIMIT<br>BODILY INJURY \$<br>(Per person)<br>BODILY INJURY \$<br>(Per accident)<br>PROPERTY DAMAGE \$                                                                        |
| A         | EXCESS LIABILITY<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM                                                                    |               |                                     |                                      | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                          |
| A         | WORKERS' COMPENSATION<br>AND<br>EMPLOYERS' LIABILITY                                                                             |               |                                     |                                      | STATUTORY LIMITS<br>EACH ACCIDENT \$1,000,000<br>DISEASE-POLICY LIMIT \$1,000,000<br>DISEASE-EACH EMPLOYEE \$1,000,000                                                                                      |
| A         | OTHER                                                                                                                            |               |                                     |                                      |                                                                                                                                                                                                             |

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

## CERTIFICATE HOLDER

City of Oxnard  
Attn: Risk Manager  
Reference No. 7452-16-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

| GENERAL LIABILITY SPECIAL ENDORSEMENT<br>FOR THE CITY OF OXNARD (the "City")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | SUBMIT IN DUPLICATE |  |                 |           |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--|-----------------|-----------|--|--|
| PRODUCER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |           | POLICY INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     |  |                 |           |  |  |
| Telephone: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |           | Insurance Company: _____<br>Policy No. _____<br>Policy Period (from) _____ (to) _____<br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits                                                                                                                                                                                                                                                               |                     |  |                 |           |  |  |
| NAMED INSURED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |           | <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured<br>Retention (check which) of \$ _____<br>with an Aggregate of \$ _____<br>coverage. <input type="checkbox"/> Per Occurrence                                                                                                                                                                                                                                                                    |                     |  |                 |           |  |  |
| TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |           | 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:<br><br>CITY AGREEMENTS/PERMITS _____                                                                                                                                                |                     |  |                 |           |  |  |
| GENERAL LIABILITY<br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> Claims Made<br><input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY    Retroactive Date _____<br><input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE <input type="checkbox"/> Occurrence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |           | OTHER PROVISIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                     |  |                 |           |  |  |
| COVERAGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |           | Underwriter=s representative for claims pursuant to this insurance<br><b>CLAIMS:</b><br>Name: _____<br>Address: _____<br>Telephone: (    ) _____                                                                                                                                                                                                                                                                                                                          |                     |  |                 |           |  |  |
| <input type="checkbox"/> GENERAL<br><input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS<br><input type="checkbox"/> PERSONAL & ADVERTISING INJURY<br><input type="checkbox"/> FIRE DAMAGE<br><input type="checkbox"/> _____<br><input type="checkbox"/> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |           | LIABILITY LIMITS IN THOUSANDS \$<br><table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">EACH OCCURRENCE</th> <th style="width: 50%;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></td> </tr> </tbody> </table>                                                                                                                                                                    |                     |  | EACH OCCURRENCE | AGGREGATE |  |  |
| EACH OCCURRENCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | AGGREGATE |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                     |  |                 |           |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                     |  |                 |           |  |  |
| 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:<br><br>1. <b>INSURED.</b> The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.<br>2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.<br>3. <b>SEVERABILITY OF INTEREST.</b> This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.<br>4. <b>CANCELLATION NOTICE.</b> With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.<br>5. <b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.<br>6. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:<br>a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or<br>b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.<br>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<br>Attn: Risk Manager<br>Reference No. 7452-16-CM<br>300 W. Third Street, Suite 302<br>Oxnard, CA 93030                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |           | AUTHORIZED REPRESENTATIVE<br><input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br><br>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.<br><br>Signature _____<br><div style="text-align: center;">(original signature required)</div> Telephone: (    ) _____    Date Signed _____ |                     |  |                 |           |  |  |



Rev. 5/16



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
05/26/2016

|                                                                                                                                      |  |                                                                                                                                                                                                               |               |
|--------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>PRODUCER</b><br>Francisco W. Coronel<br>5700 Ralston St. #120<br>Ventura, CA 93003<br>Ph: (805) 639-9452      Fax: (866) 804-8866 |  | THIS CERTIFICATION 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. |               |
| <b>INSURED</b><br>Kaneko Landscaping Services, Inc.<br>P.O. Box 7198<br>Oxnard, CA 93031                                             |  | <b>INSURERS AFFORDING COVERAGE</b>                                                                                                                                                                            | <b>NAIC #</b> |
|                                                                                                                                      |  | INSURER A: Truck Insurance Exchange                                                                                                                                                                           | 21709         |
|                                                                                                                                      |  | INSURER B: Farmers Insurance Exchange                                                                                                                                                                         | 21652         |
|                                                                                                                                      |  | INSURER C: Mid Century Insurance Company                                                                                                                                                                      | 21687         |
|                                                                                                                                      |  | INSURER D:                                                                                                                                                                                                    |               |
|                                                                                                                                      |  | INSURER E:                                                                                                                                                                                                    |               |

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR/ADD'L<br>LTR/INSRD | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                              | POLICY NUMBER | POLICY EFFECTIVE<br>DATE (MM/DD/YYYY) | POLICY EXPIRATION<br>DATE (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C                       | <input checked="" type="checkbox"/> GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 606279833     | 05/01/2016                            | 05/01/2017                             | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| C                       | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                | 606279833     | 05/01/2016                            | 05/01/2017                             | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
|                         | <input type="checkbox"/> GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                                                 |               |                                       |                                        | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$                                                                                                                                                                  |
| A                       | <input checked="" type="checkbox"/> EXCESS / UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE \$<br>RETENTION \$                                                                                                                                                                             | 606279836     | 06/01/2016                            | 05/01/2017                             | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000                                                                                                                                                                                   |
| B                       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER                                                                                        | A09482310     | 10/23/2015                            | 10/23/2016                             | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

 RE: All landscape operations performed by or on behalf of the named insured.  
 Contract# 862-00-PV

## CERTIFICATE HOLDER

 City of Oxnard  
 Attn: Parks Dept.  
 300 W. Third Street, Suite 302  
 Oxnard, CA 93030

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE:

ACORD 25 (2009/01)

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The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: 60627-98-33

BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

**SCHEDULE\***

Name Of Person Or Organization:

CITY OF OXNARD

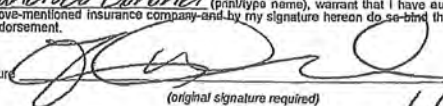
ATTN: RISK MANAGER

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph C. Who Is An Insured in the Businessowners Liability Coverage Form:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.



| <b>AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT</b><br><b>FOR THE CITY OF OXNARD (the "City")</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | <b>SUBMIT IN DUPLICATE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b> <u>Francisco Coronel</u><br><u>5700 Ralston St. #120</u><br><u>Ventura, CA 93003</u><br>Telephone: <u>(805) 639-9452</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | <b>POLICY INFORMATION:</b><br>Insurance Company: <u>Mid Century Insurance Co.</u><br>Policy No.: <u>606217873</u><br>Policy Period: (from) <u>6/1/16</u> (to) <u>6/1/17</u><br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits<br><input type="checkbox"/> In Addition to Limits                                                                                                                                                                                                                                              |  |
| <b>NAMED INSURED</b><br><u>Kaneko Landscaping Services, Inc.</u><br><u>P.O. Box 7198</u><br><u>Oxnard, CA 93031</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____<br>with an Aggregate of \$ _____ applies to _____<br>coverage, <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which) _____                                                                                                                                                                                                                                                                  |  |
| <b>TYPE OF INSURANCE</b><br><input checked="" type="checkbox"/> COMMERCIAL AUTO POLICY<br><input checked="" type="checkbox"/> BUSINESS AUTO POLICY<br><input type="checkbox"/> OTHER _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | <b>OTHER PROVISIONS</b><br><b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance.<br>Name: <u>Francisco Coronel</u><br>Address: <u>5700 Ralston St. #120</u><br><u>Ventura, CA 93003</u><br>Telephone: ( ) <u>(805) 639-9452</u>                                                                                                                                                                                                                                                                                      |  |
| <b>LIMIT OF LIABILITY</b><br>\$ <u>1,000,000</u> per accident, for bodily injury and property damage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | <b>APPLICABILITY.</b> This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> In which case only the following specific agreements and permits with the City are covered.                                                                                                                                                                                                                            |  |
| <b>CITY AGREEMENTS/PERMITS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <p>In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:</p> <ol style="list-style-type: none"> <li><b>INSURED.</b> 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.</li> <li><b>CONTRIBUTION NOT REQUIRED.</b> As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.</li> <li><b>SEVERABILITY OF INTEREST.</b> This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.</li> <li><b>CANCELLATION NOTICE.</b> With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.</li> <li><b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.</li> <li><b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:               <ol style="list-style-type: none"> <li>Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or</li> <li>If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).</li> </ol> </li> </ol> <p>Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.</p> |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <b>ENDORSEMENT HOLDER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <b>CITY OF OXNARD</b><br><b>Attn: Risk Manager</b><br><b>Reference No. _____</b><br><b>300 W. Third Street, Suite 302</b><br><b>Oxnard, CA 93030</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | <b>AUTHORIZED REPRESENTATIVE</b><br><input checked="" type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br><u>Francisco Coronel</u> (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.<br>Signature:  (original signature required)<br>Telephone: ( ) _____ Date Signed: <u>6/9/2016</u> |  |



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

**E3306**  
1st Edition

06/07/16  
Effective Date

60627-98-33  
Policy Number

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS - BP 00 09

**SCHEDULE**

**Name of Person or Organization:**

**CITY OF OXNARD ATTN: RISK MANAGER**

(If no entry appears above, information required to complete this Endorsement must be shown in the Declarations as applicable to this endorsement.)

The provisions of the Businessowners Common Policy Conditions are modified by this endorsement as follows:

**Condition K. Transfer Of Rights Of Recovery Against Others To Us** in the Businessowners Common Policy Conditions is amended by the addition of the following:

3. We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



WC 99 06 19

**WORKERS' COMPENSATION AND EMPLOYERS'  
LIABILITY INSURANCE POLICY**

Named • KANEKO LANDSCAPING SERVICES IN  
Insured •  
• 655 PACIFIC AVE  
• OXNARD CA 93030

Agent

30-61-302

A0948-23-10

2015

Effective

Date 10/23/15

Policy Number  
of the CompanyPolicy  
Year

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization for which you perform work under a written contract that requires you to obtain this agreement from us.

The additional premium for this endorsement shall be 3.0 % of the Workers' Compensation premium otherwise due for the state(s) listed below on such remuneration, subject to a minimum charge of 3%.

All written contracts in the state(s) of:

CA

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Countersigned

Authorized Representative

93-6369 1ST EDITION 9-07  
WCS905198

J6369121 PAGE 1 OF 1



**AGREEMENT FOR TRADE SERVICES  
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/15)**

THIS AGREEMENT FOR TRADE SERVICES ("**Agreement**") is entered into in Ventura County, California, this 23<sup>rd</sup> day of May, 2016, by and between the City of Oxnard ("**City**") and Kaneko Landscaping Services, Inc. ("**Vendor**"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Landscape maintenance services in California Lighthouse District 16, as set forth in Exhibit B (the "**Services**").

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on July 1, 2016, and shall end on June 30, 2019. 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 the 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.

4. City shall pay Vendor an amount not to exceed \$13,063 per year for the Services performed during the term of this Agreement. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors 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 Vendor, its employees, subcontractors, agents and sub-vendors. Vendor 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 Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

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 A**. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.92 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, 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. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the “**Indemnified Party**”) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor’s performance of this Agreement or Vendor’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. Vendor’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 the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Vendor’s duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor 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 the Indemnified Party shall not relieve Vendor from its separate and distinct obligation to defend the Indemnified Party. 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 Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys’ fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

7. Vendor shall continuously maintain adequate protection of all of 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.

8. a. Vendor shall obtain and maintain during the performance of the 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 the 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.

9. In performing the 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.

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

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

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



13. Any notices to Vendor may be delivered personally or by mail addressed to: Kaneko Landscape Services, Inc., PO Box 7198, Oxnard, CA 93031. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Public Works Department, 305 W. Third Street, 2<sup>nd</sup> Floor, Oxnard, CA, 93030, Attention: Ralph Alamillo.

14. 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.

15. 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 the 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

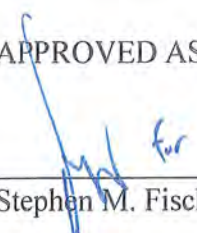
VENDOR

\_\_\_\_\_  
Greg Nyhoff, City Manager

  
\_\_\_\_\_  
Jon Kaneko, Owner

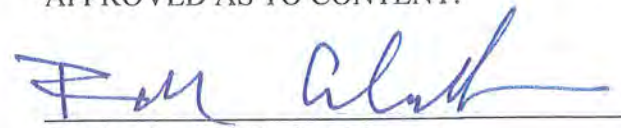
APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Stephen M. Fischer, City Attorney

  
\_\_\_\_\_  
Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ralph Alamillo, Project Manager

**EXHIBIT A****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.
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 1** 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****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. (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.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS  
EFFECTIVE JULY 1, 2015**

17. 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 **\$14.92 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2016, 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.

e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

## EXHIBIT B



**CALIFORNIA LIGHTHOUSE – DISTRICT 16**

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Please refer requests for clarification of technical requirements to:

Sergio Cervantes, Parks Maintenance Supervisor  
City of Oxnard  
General Services/Landscape Maintenance District  
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 materials, supervision, labor, 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 City business license and all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Contractor is required to register with County Agriculture Commissioners Office before applying any chemical

**E. Taxes:**

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

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. If contractor fails to make necessary corrections, the City will have it replaced at the contractor's expense.

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. Contracted Area:

The contractor is to maintain the landscape parkway areas designated in the attached exhibit. The parkway in front of residents is not maintained by the City contractor.

I. 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 Maintenance Services Manager 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.

J. Work logs: (Please read and sign. Bid will not be accepted without signature)

The contractor shall provide a detailed work log of the work completed for the stated time period on the work log. The work log must be verified by City staff, that the work stated was completed before the invoice can be paid. If the work was not completed, City has the right to withhold or deduct monies from payment for the work that was not done in said time period. By signing company representative on behalf of company is agreeing to this clause. Logs must be turned in one week before end of month.

Company name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

K. Monitoring Device:

Contractor shall be required to supply and operate a monitoring device, such as a smart phone, at all times while servicing City areas. City shall have access to phone app. to be able to monitor crew.



L. 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 or negligence.

II. **SPECIAL CONDITIONS**

A. Litter/Debris Control:

All areas of maintenance responsibility shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter (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 as specified by service level and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be cleaned on service days

B. Irrigation:

Irrigation shall be performed as required to maintain proper plant growth in all areas. 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. The irrigation schedule of all areas shall follow the City watering ordinance. The City reserves the right to require contractor to change the watering schedule as necessary.

The contractor shall be responsible for the maintenance and/or replacement of all irrigation systems and appurtenances. 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 Maintenance Services Manager or his representative. All other irrigation replacement shall be subject to approval by the Maintenance Services Manager 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. 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 and to be turned back on and reprogrammed at the end of a rainy period. shall have staff present to operate the system during inspection.

C. 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 Maintenance Services Manager 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 Maintenance Services Manager 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 Maintenance Services Manager or his representative.

D. Vertebrate Control:

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

E. 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 required by service level for natural shape, pest control, and safe flow of traffic to the satisfaction of the Maintenance Services Manager 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 as required by service level. 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.

F. 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 and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City.

G. Inspections:

Contractor or representative shall be available to perform regular inspections of the Assessment District with the Maintenance Services Manager or his representative. Inspections shall occur no less than once per month at an agreed upon time.

H. Response and Inquiries:

The contractor shall be required to respond (within 60 minutes) to any inquiries, telephone calls, and emergency situations emanating from City staff. The contractor shall have the

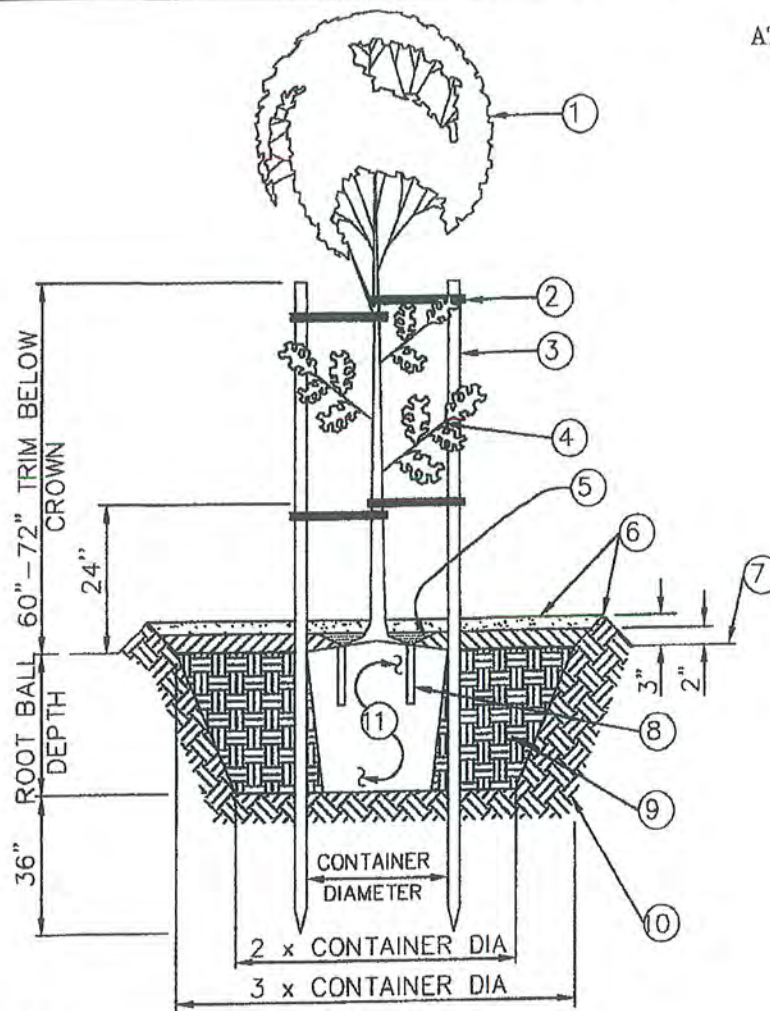


ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur on a 24-hour basis seven days a week. Contractor shall have sufficient staff available to respond to emergencies such as emergency tree work, water main break and irrigation failure.

I. 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.

## ATTACHMENT 1



- ① TREE CROWN
- ② BLACK RUBBER CINCH TIE PULL TAUT, 4-REQUIRED
- ③ 2" DIA TREATED LODGE POLE PINE TREE STAKE, DRIVE INTO UNDISURBED SOIL, TRIM TOPS OF STAKES AS RQUIRED
- ④ LOWER SCAFFOLD BRANCHES
- ⑤ 2" MULCH LAYER
- ⑥ 3" BERM
- ⑦ FINISH GRADE
- ⑧
- ⑨ PLANTING BACKFILL WITH 12-21 GRAM "BEST" TABS PER 36" BOX TREE  
/or equal
- ⑩ UNDISURBED SOIL
- ⑪ ROOT BALL  
per Manuf. req.

NOTES:

1. REMOVE NURSERY STAKES AT TIME OF PLANTING.
2. ROUGHEN SIDES OF PLANT PIT.
3. BERM NOT REQUIRED IN EXISTING TURF AREAS.



## TREE PLANTING (STAKING)

DRAWN: A. ROQUE CKD.: D. BUNGERT

Department of Public Works

APPR.

L. Balderrama, PE, City Engineer

STANDARD PLAN

PLATE 836

SHEET 1 OF 1

## Addendum to Landscape Assessment Districts Contract

1. Contractor is required to provide detailed monthly work schedule for ongoing monthly service contract.  
Contractor is required to provide a timeline detailing the work/schedule of maintenance activities to be performed at least 15 days prior to the commencement of each coming month.
2. Whenever the Contractor is required to detour traffic, Contractor shall submit three drawing of the proposed detour to the City's Traffic Engineer five working days prior to the date when the detour is to be implemented. The Contractor shall revise the plan in accordance with the directions of the City's Traffic Engineer. The Contractor shall not implement a detour without prior approval of the detour plan by the City's Traffic Engineer. All detours shall be installed and maintained at all times in accordance with the approved plan.



Exhibit D.

**CALIFORNIA LIGHTHOUSE - DISTRICT 16**

Please refer requests for clarification of technical requirements to:

Sergio Cervantes, Parks Maintenance Supervisor  
 City of Oxnard  
 General Services/Landscape Maintenance District  
 1060 Pacific Avenue, Bldg. 3  
 Oxnard, California 93030  
 (805) 385-7950

**Add Alternate****A. Fertilization:**

All turf, shrubbery and groundcover shall be fertilize according to the service level. 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 Maintenance Services Manager 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 Maintenance Services Manager 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 Maintenance Services Manager or his representative. Contractor may be required to deviate from this schedule upon written notification by Maintenance Services Manager General Services Superintendent or his representative. Shrub and groundcover bid shall be total cost basis.

**B. Pesticide Application:**

The contractor shall be responsible for all other not cover under weed and vertebrate control. Bid shall be, hourly rate.

**C. 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 2006 ANSI A300 standards in conjunction with International Society of Arboriculture Publication "Tree Pruning Guidelines". Pruning, shaping and

structuring of trees shall be done as required by service level, 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 Maintenance Services Manager 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 in city maintained planter areas, not in front of residence, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an 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 in city maintained areas, are to be maintained with a 3' basin.

Dead or dying palm fronds shall be removed and disposed of weekly. Dying palm fronds shall be pruned in a manner 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.

The contractor shall be responsible for providing proper traffic control as needed

Bid shall be per tree basis.

D. 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 Maintenance Services Manager or his representative for review and authorization for replanting. When authorized by the Maintenance Services Manager or his representative, the work shall be performed by the contractor who then shall be compensated by the City on a hourly rate b

E. Hardscape/sidewalk:

Contractor shall make repairs as needed. Bid shall be sq. ft. basis.

F. Weather Damage:

The contractor shall correct and repair all weather damage incurred throughout the year by trees, shrubs, mud on sidewalks/gutters/etc. Bid shall be hourly rate basis.

G. Graffiti:

Contractor shall remove graffiti as directed by City staff. Bid shall be hourly rate basis.

H. 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.



# City of Oxnard - Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts

| Turf Maintenance Schedule                                        | Frequency        | Level of Service |   |   |   |   |
|------------------------------------------------------------------|------------------|------------------|---|---|---|---|
|                                                                  |                  | A                | B | C | D | F |
| Mowing, Edging & trimming around sprinklers:                     | Weekly           | X                |   |   |   |   |
|                                                                  | Every two weeks  |                  | X |   |   |   |
|                                                                  | Every third week |                  |   | X |   |   |
| No Mowing or Edging. Keep sprinklers clear of obstructions only: | Monthly          |                  |   |   | X |   |
|                                                                  | Quarterly        |                  |   |   |   | X |
| Aerate to reduce compaction and stress:                          | 3x year          | X                |   |   |   |   |
|                                                                  | Annually         |                  |   | X |   |   |
|                                                                  | Not performed    |                  |   |   |   | X |
| Dethatch (removing thatch layer to improve growth):              | Annually         | X                |   |   |   |   |
|                                                                  | Not performed    |                  |   |   |   | X |
| Overseed stressed areas:                                         | Annually         | X                |   |   |   |   |
|                                                                  | Not performed    |                  |   |   |   | X |

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

| Trash and Debris Removal                                                      | Frequency   | Level of Service |   |   |   |   |
|-------------------------------------------------------------------------------|-------------|------------------|---|---|---|---|
|                                                                               |             | A                | B | C | D | F |
| Entire area including but not limited to: Turf, Shrubs, Ground Cover, Gutters | Daily       | X                |   |   |   |   |
|                                                                               | 2x per week |                  | X |   |   |   |
|                                                                               | Weekly      |                  |   | X |   |   |
|                                                                               | Monthly     |                  |   |   | X |   |
| For public health and safety only                                             | As Required |                  |   |   |   | X |

| Weed and Pest Control Schedule                                                                      | Frequency                | Level of Service |   |   |   |   |
|-----------------------------------------------------------------------------------------------------|--------------------------|------------------|---|---|---|---|
|                                                                                                     |                          | A                | B | C | D | F |
| Complete control and/or eradication of all plant pests and weeds within the landscape as scheduled. | Consistently neat/weekly | X                |   |   |   |   |
|                                                                                                     | Every two weeks          |                  | X |   |   |   |
|                                                                                                     | Monthly                  |                  |   | X |   |   |
|                                                                                                     | Quarterly                |                  |   |   | X |   |
| For public health and safety purposes only                                                          | As Required              |                  |   |   |   | X |

| Pruning and Trimming Schedule | Frequency                                                                                        | Level of Service |   |   |   |   |
|-------------------------------|--------------------------------------------------------------------------------------------------|------------------|---|---|---|---|
|                               |                                                                                                  | A                | B | C | D | F |
| Ground Cover                  | Consistently neat                                                                                | X                |   |   |   |   |
|                               | Monthly                                                                                          |                  | X |   |   |   |
|                               | Bimonthly                                                                                        |                  |   | X |   |   |
|                               | Quarterly                                                                                        |                  |   |   | X |   |
|                               | Annually                                                                                         |                  |   |   |   | X |
| Vines                         | Consistently neat                                                                                | X                |   |   |   |   |
|                               | Semi-annually                                                                                    |                  | X |   |   |   |
|                               | Annually                                                                                         |                  |   | X |   |   |
|                               | Upon property owner request to remove encroaching vines or becoming a public hazard <sup>1</sup> |                  |   |   | X |   |
| Shrubs                        | Maintain vines in a manner which prevents public hazards <sup>1</sup>                            |                  |   |   |   | X |
|                               | Selectively prune as required to prevent encroachment and maintain natural form                  | X                |   |   |   |   |
|                               | Shear to maintain neat appearance and prevent encroachment                                       |                  | X |   |   |   |
|                               | Shear semi-annually to prevent encroachment                                                      |                  |   | X |   |   |
|                               | Shear any shrub that encroaches upon improvements or creates a public hazard <sup>1</sup>        |                  |   |   | X |   |
| Trees                         | Maintain shrubs in a manner which prevents public hazards <sup>1</sup>                           |                  |   |   |   | X |
|                               | Maintain all trees in their Natural Shape                                                        | X                |   |   |   |   |
|                               | Maintain all trees in their Natural Shape to 13.5' feet above street and 9" above Sidewalk       |                  | X |   |   |   |
|                               | Maintain all trees in a safe condition to 13.5' feet above street and 9" above Sidewalk          |                  |   | X |   |   |
|                               | Report Encroachments or Hazards:                                                                 |                  |   |   |   | X |

1. Public hazards include but are not limited to: obstruction of traffic sight lines and encroachment of sidewalks below ADA minimums.



# Exhibit A

N.5.b

## City of Oxnard - Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts

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

| Irrigation                          | Frequency            | Level of Service |   |   |   |   |
|-------------------------------------|----------------------|------------------|---|---|---|---|
|                                     |                      | A                | B | C | D | F |
| Inspect and adjust/repair as needed | Weekly               | X                |   |   |   |   |
|                                     | Every two weeks      |                  | X |   |   |   |
|                                     | Monthly              |                  |   | X |   |   |
|                                     | Quarterly            |                  |   |   | X |   |
|                                     | Respond to Complaint |                  |   |   |   | X |

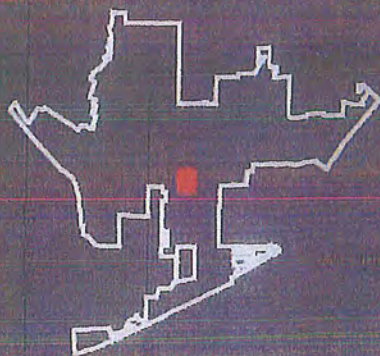
| Need to have an increasing fund balance for the following Items | Frequency |  |
|-----------------------------------------------------------------|-----------|--|
| Plant Material Replacement                                      | Annually  |  |
| Vandalism Repair                                                | As needed |  |
| Playground Repair                                               | As needed |  |
| Security Light Repair                                           | As needed |  |
| Irrigation Hardware (controller/enclosure/Backflow) Replacement | As needed |  |
| Sidewalk Repair                                                 | As needed |  |
| Fence Repair                                                    | As needed |  |
| Community Mailbox Repair/Replacement                            | As needed |  |



# CITY OF OXNARD

## Map of Authorized Improvements

LMD No. 16 (California Lighthouse)



STREETS

HARDSCAPE

LANDSCAPE

MEDIAN

DISTRICT BOUNDARY

CITY BOUNDARY



350 Feet

175

Coordinate System: NAD 1983 StatePlane California  
Zone 9405 Feet

Source: City of Oxnard & Ventura County

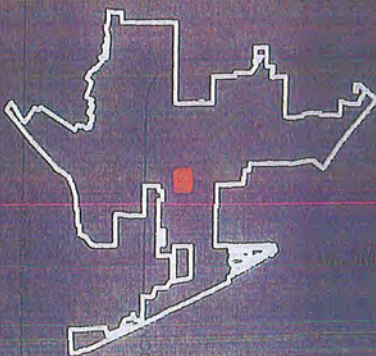
Prepared by: NRS - April 2016

Page 1 of 2



# CITY OF OXNARD

Map of Authorized Improvements  
LMD No. 16 (California Lighthouse)



- TREES
- STREETS
- DISTRICT BOUNDARY
- CITY BOUNDARY



360 Feet  
275

Coordinate System: NAD 1983 StatePlane California  
UTM 10405 Feet  
Source: City of Oxnard & Ventura County  
Prepared by NBS - April 2016  
Page 2 of 2



**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. 7452-16-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**). 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.

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



| <b>ACORD CERTIFICATE OF INSURANCE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                      |                                      | ISSUE DATE (MM/DD/YY)                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                               | 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                                                                                                                                                                                                                                                      | <b>COMPANIES AFFORDING INSURANCE COVERAGE</b>                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                      |                                      |                                                                                                                                                                                                             |
| INSURED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                               | <div style="display: flex; justify-content: space-between;"> <div> COMPANY<br/>LETTER <b>A</b> </div> <div> SPECIFY COMPANY NAMES IN THIS SPACE </div> </div> <div style="margin-top: 10px;"> COMPANY<br/>LETTER <b>B</b> </div> |                                                                                                                                                                                                                                                                                                                                                                                                                      |                                      |                                                                                                                                                                                                             |
| <b>COVERAGES</b><br><small>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</small> |                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                      |                                      |                                                                                                                                                                                                             |
| CO<br>LTR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | TYPE OF INSURANCE                                                                                                                                                                                                                                             | POLICY NUMBER                                                                                                                                                                                                                    | POLICY EFFECTIVE<br>DATE (MM/DD/YY)                                                                                                                                                                                                                                                                                                                                                                                  | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIMITS                                                                                                                                                                                                      |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. |                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                      |                                      | GENERAL AGGREGATE \$1,000,000<br>PRODUCTS COMP/OP AGG \$1,000,000<br>PERSONAL & ADV. INJURY \$1,000,000<br>EACH OCCURRENCE \$1,000,000<br>FIRE DAMAGE (Any one fire) \$<br>MED. EXPENSE (Any one person) \$ |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY                                                                                       |                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                      |                                      | COMBINED SINGLE \$1,000,000<br>LIMIT<br>BODILY INJURY \$<br>(Per person)<br>BODILY INJURY \$<br>(Per accident)<br>PROPERTY DAMAGE \$                                                                        |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>EXCESS LIABILITY</b><br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM                                                                                                                                                                                          |                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                      |                                      | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                          |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>WORKERS' COMPENSATION<br/>AND<br/>EMPLOYERS' LIABILITY</b>                                                                                                                                                                                                 |                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                      |                                      | STATUTORY LIMITS<br>EACH ACCIDENT \$1,000,000<br>DISEASE-POLICY LIMIT \$1,000,000<br>DISEASE-EACH EMPLOYEE \$1,000,000                                                                                      |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>OTHER</b>                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                      |                                      |                                                                                                                                                                                                             |
| <b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                      |                                      |                                                                                                                                                                                                             |
| <b>CERTIFICATE HOLDER</b><br>City of Oxnard<br>Attn: Risk Manager<br>Reference No. 7453-16-CM<br>300 W. Third Street, Suite 302<br>Oxnard CA 93030                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                  | <b>CANCELLATION</b><br><small>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.</small><br><br>AUTHORIZED REPRESENTATIVE |                                      |                                                                                                                                                                                                             |

Rev. 5/16



| <b>AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT<br/>FOR THE CITY OF OXNARD (the "City")</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>SUBMIT IN DUPLICATE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| <b>PRODUCER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>ENDORSEMENT NO.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>ISSUE DATE (MM/DD/YY)</b> |
| <b>Telephone:</b><br><b>NAMED INSURED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>POLICY INFORMATION:</b><br>Insurance Company: _____<br>Policy No.: _____<br>Policy Period: (from) _____ (to) _____<br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits<br><br><input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____<br>with an Aggregate of \$ _____ applies to _____<br>coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which) _____<br><br><b>APPLICABILITY.</b> This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered:<br><br><b>CITY AGREEMENTS/PERMITS</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |
| <b>TYPE OF INSURANCE</b><br><input type="checkbox"/> COMMERCIAL AUTO POLICY<br><input type="checkbox"/> BUSINESS AUTO POLICY<br><input type="checkbox"/> OTHER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>OTHER PROVISIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                              |
| <b>LIMIT OF LIABILITY</b><br><br>\$ _____ per accident, for bodily injury and property damage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance.<br>Name: _____<br>Address: _____<br>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:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |
| <ol style="list-style-type: none"> <li>1. <b>INSURED.</b> 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.</li> <li>2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.</li> <li>3. <b>SEVERABILITY OF INTEREST.</b> This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.</li> <li>4. <b>CANCELLATION NOTICE.</b> With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.</li> <li>5. <b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.</li> <li>6. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:               <ol style="list-style-type: none"> <li>a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or</li> <li>b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).</li> </ol> </li> </ol> 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. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |
| <b>ENDORSEMENT HOLDER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |
| <b>CITY OF OXNARD</b><br><b>Attn: Risk Manager</b><br><br><b>Reference No. 7453-16-CM</b><br><b>300 W. Third Street, Suite 302</b><br><b>Oxnard, CA 93030</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>AUTHORIZED REPRESENTATIVE</b><br><input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br><br>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.<br><br>Signature _____<br><div style="text-align: center;">(original signature required)</div><br>Telephone: (     )     Date Signed _____ |                              |





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
05/26/2016

|                                                                                                                                      |  |                                                                                                                                                                                                               |               |
|--------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>PRODUCER</b><br>Francisco W. Coronel<br>5700 Ralston St. #120<br>Ventura, CA 93003<br>Ph: (805) 639-9452      Fax: (866) 804-8966 |  | THIS CERTIFICATION 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. |               |
| <b>INSURED</b><br>Kanelo Landscaping Services, Inc.<br>P.O. Box 7198<br>Oxnard, CA 93031                                             |  | <b>INSURERS AFFORDING COVERAGE</b>                                                                                                                                                                            | <b>NAIC #</b> |
|                                                                                                                                      |  | INSURER A: Truck Insurance Exchange                                                                                                                                                                           | 21709         |
|                                                                                                                                      |  | INSURER B: Farmers Insurance Exchange                                                                                                                                                                         | 21652         |
|                                                                                                                                      |  | INSURER C: Mid Century Insurance Company                                                                                                                                                                      | 21687         |
|                                                                                                                                      |  | INSURER D:                                                                                                                                                                                                    |               |
|                                                                                                                                      |  | INSURER E:                                                                                                                                                                                                    |               |

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR/ADD'L TR/INSRD | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                             | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C                   | <input checked="" type="checkbox"/> GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | 606279833     | 06/01/2016                         | 06/01/2017                          | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| C                   | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                               | 606279833     | 06/01/2016                         | 06/01/2017                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
|                     | <input type="checkbox"/> GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                                                |               |                                    |                                     | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$                                                                                                                                                                  |
| A                   | <input checked="" type="checkbox"/> EXCESS / UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE \$<br>RETENTION \$                                                                                                                                                                            | 606279836     | 06/01/2016                         | 06/01/2017                          | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000                                                                                                                                                                                   |
| B                   | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER                                                                                                  | A09482310     | 10/23/2015                         | 10/23/2016                          | <input checked="" type="checkbox"/> WC STATUS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: All landscape operations performed by or on behalf of the named insured.  
Contract# 862-00-PV

## CERTIFICATE HOLDER

City of Oxnard  
Attn: Parks Dept.  
300 W. Third Street, Suite 302  
Oxnard, CA 93030

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: 60627-98-33

BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

**SCHEDULE\*****Name Of Person Or Organization:****CITY OF OXNARD****ATTN: RISK MANAGER**

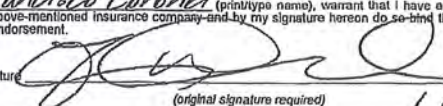
\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph C. **Who Is An Insured** in the Businessowners Liability Coverage Form:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.

INS-B.doc



| <b>AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT</b><br><b>FOR THE CITY OF OXNARD (the "City")</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | <b>SUBMIT IN DUPLICATE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b> <i>Francisco Coronel</i><br><i>5700 Ralston St. #120</i><br><i>Ventura, CA 93003</i><br>Telephone: <i>(805) 639-9452</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | <b>POLICY INFORMATION:</b><br>Insurance Company: <i>Mid Century Insurance Co.</i><br>Policy No.: <i>606279873</i><br>Policy Period: (from) <i>6/1/16</i> (to) <i>6/1/17</i><br>LOSS ADJUSTMENT EXPENSE <input checked="" type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits                                                                                                                                                                                                                                     |  |
| <b>NAMED INSURED</b><br><i>Kaneko Landscaping Services, Inc.</i><br><i>P.O. Box 7198</i><br><i>Oxnard, CA 93031</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | <b>APPLICABILITY.</b> This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> In which case only the following specific agreements and permits with the City are covered:<br><br><b>CITY AGREEMENTS/PERMITS</b>                                                                                                                                                                                     |  |
| <b>TYPE OF INSURANCE</b><br><input checked="" type="checkbox"/> COMMERCIAL AUTO POLICY<br><input checked="" type="checkbox"/> BUSINESS AUTO POLICY<br><input type="checkbox"/> OTHER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | <b>OTHER PROVISIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| <b>LIMIT OF LIABILITY</b><br>\$ <u>1,000,000</u> per accident, for bodily injury and property damage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | <b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance.<br>Name: <i>Francisco Coronel</i><br>Address: <i>5700 Ralston St. #120</i><br><i>Ventura, CA 93003</i><br>Telephone: ( ) <i>(805) 639-9452</i>                                                                                                                                                                                                                                                                                                                |  |
| 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:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| <ol style="list-style-type: none"> <li>1. <b>INSURED.</b> 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.</li> <li>2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.</li> <li>3. <b>SEVERABILITY OF INTEREST.</b> This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.</li> <li>4. <b>CANCELLATION NOTICE.</b> With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.</li> <li>5. <b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.</li> <li>6. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:               <ol style="list-style-type: none"> <li>a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or</li> <li>b. If excess, affords coverage which is at least as broad as the primary Insurance form referenced in the preceding section (1).</li> </ol> </li> </ol> 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. |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| <b>ENDORSEMENT HOLDER</b><br><b>CITY OF OXNARD</b><br><b>Attn: Risk Manager</b><br>Reference No. _____<br><b>300 W. Third Street, Suite 302</b><br><b>Oxnard, CA 93030</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | <b>AUTHORIZED REPRESENTATIVE</b><br><input checked="" type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br><i>Francisco Coronel</i> (printtype 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.<br>Signature:  (original signature required)<br>Telephone: ( ) _____ Date Signed: <i>6/4/2016</i> |  |



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

**E3306**  
1st Edition

06/07/16  
Effective Date

60627-98-33  
Policy Number

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS - BP 00 09

**SCHEDULE**

**Name of Person or Organization:**

**CITY OF OXNARD ATTN: RISK MANAGER**

(If no entry appears above, information required to complete this Endorsement must be shown in the Declarations as applicable to this endorsement.)

The provisions of the Businessowners Common Policy Conditions are modified by this endorsement as follows:

**Condition K. Transfer Of Rights Of Recovery Against Others To Us** in the Businessowners Common Policy Conditions is amended by the addition of the following:

3. We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



WC 99 06 19

**WORKERS' COMPENSATION AND EMPLOYERS'  
LIABILITY INSURANCE POLICY**

Named • KANEKO LANDSCAPING SERVICES IN  
Insured • 655 PACIFIC AVE  
• OXNARD CA 93030

Agent

30-61-302

A0948-23-10

2015

Effective

Date 10/23/15

Policy Number  
of the CompanyPolicy  
Year

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization for which you perform work under a written contract that requires you to obtain this agreement from us.

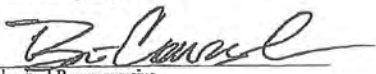
The additional premium for this endorsement shall be 3.0 % of the Workers' Compensation premium otherwise due for the state(s) listed below on such remuneration, subject to a minimum charge of 3%.

All written contracts in the state(s) of:

CA

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Countersigned

  
Authorized Representative

93-6369 1ST EDITION 9-07  
WCS9906190

J5369121 PAGE 1 OF 1



## Agreement No. 7454-16-CM

**AGREEMENT FOR TRADE SERVICES  
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/15)**

THIS AGREEMENT FOR TRADE SERVICES (“**Agreement**”) is entered into in Ventura County, California, this 23<sup>rd</sup> day of May, 2016, by and between the City of Oxnard (“**City**”) and Kaneko Landscaping Services, Inc. (“**Vendor**”), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Landscape maintenance services in Aldea Del Mar District 38, as set forth in Exhibit B (the “**Services**”).

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on July 1, 2016, and shall end on June 30, 2017. 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 the 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.

4. City shall pay Vendor an amount not to exceed \$64,296 per year for the Services performed during the term of this Agreement. Vendor’s acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors 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 Vendor, its employees, subcontractors, agents and sub-vendors. Vendor 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 Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

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 A**. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.92 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, 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. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor'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. Vendor'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 the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor 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 the Indemnified Party shall not relieve Vendor from its separate and distinct obligation to defend the Indemnified Party. 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 Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

7. Vendor shall continuously maintain adequate protection of all of 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.

8. a. Vendor shall obtain and maintain during the performance of the 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 the 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.

9. In performing the 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.

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

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

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



13. Any notices to Vendor may be delivered personally or by mail addressed to: Kaneko Landscape Services, Inc., PO Box 7198, Oxnard, CA 93031. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Public Works Department, 305 W. Third Street, 2<sup>nd</sup> Floor, Oxnard, CA, 93030, Attention: Ralph Alamillo.

14. 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.

15. 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 the 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

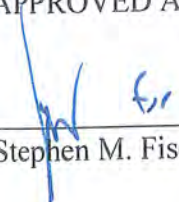
VENDOR

\_\_\_\_\_  
Greg Nyhoff, City Manager

  
\_\_\_\_\_  
Jon Kaneko, Owner

APPROVED AS TO FORM:

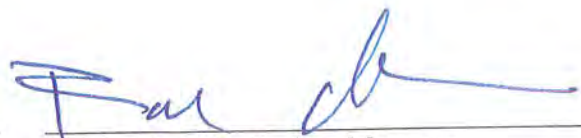
APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Stephen M. Fischer, City Attorney

\_\_\_\_\_  
Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Daniel Rydberg, Public Works Director

  
\_\_\_\_\_  
Ralph Alamillo, Project Manager

## EXHIBIT A

### 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.
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 1 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****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. (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.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS  
EFFECTIVE JULY 1, 2015**

17. 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 **\$14.92 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2016, 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.

e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.



## EXHIBIT B

**ALDEA DEL MAR DISTRICT 38**

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Please refer requests for clarification of technical requirements to:

Sergio Cervantes, Parks Maintenance Supervisor  
 City of Oxnard  
 General Services/Landscape Maintenance District  
 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 materials, supervision, labor, 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 City business license and all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. The contractor is required to register with County Agriculture Commissioner's Office before applying any chemical.

E. Taxes:

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

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. If contractor fails to make necessary corrections, the City will have it replaced at the contractor's expense.

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. Contracted area:

The contractor is to maintain the landscape parkway areas designated in the attached exhibit. The parkway in front of residents is not maintained by the City contractor. Included are the Basins in the district.

I. 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 Maintenance Services Manager 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.

J. Work logs:

(Please read and sign. Bid will not be accepted without signature)

The contractor shall provide a detailed work log of the work completed for the stated time period on the work log. The work log must be verified by City staff, that the work stated was completed before the invoice can be paid. If the work was not completed, City has the right to withhold or deduct monies from payment for the work that was not done in said time period. By signing company representative on behalf of company is agreeing to this clause. Logs must be turned in one week before end of month.

Company name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

K. Monitoring Device:

Contractor shall be required to supply and operate a monitoring device, such as a smart phone, at all times while servicing City areas. City shall have access to phone application to be able to monitor crew.

L. 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 or negligence. This shall include the following but not limited to: repairs or replacements of structures and other improvements; and the repair, removal and replacement, at contractor's expense, of shrubs, trees, vines, turf grass and groundcover including 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 shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter (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 as specified by service level and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be cleaned at the same frequency as the mow schedule.

B. Irrigation:

Irrigation shall be performed as required to maintain proper plant growth in all areas. 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 follow the City's watering ordinance. The City reserves the right to require contractor to change the watering schedule as necessary.

The contractor shall be responsible for the maintenance and/or replacement of all irrigation systems and appurtenances. 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 Maintenance Services Manager 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. 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 and to be turned back on and reprogrammed at the end of a rainy period. Contractor shall have staff present to operate system during inspection.

C. 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 Maintenance Services Manager 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 Maintenance Services Manager or his representative.

All curbs/gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wan for weed control upon prior approval of the Maintenance Services Manager or his representative.

D. Vertebrate Control:

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

E. 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 required by service level for natural shape, pest control, and safe flow of traffic to the satisfaction of the Maintenance Services Manager 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 as required by service level. 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 Maintenance Services Manager 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.

F. 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 as specified by service level. 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 Maintenance Services Manager 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 Maintenance Services Manager or his representative.

G. 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 and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City.

H. Inspections:

Contractor or representative shall be available to perform regular inspections of the Assessment District with the Maintenance Services Manager or his representative. Inspections shall occur no less than once per month at an agreed upon time.

I. Response and Inquiries:

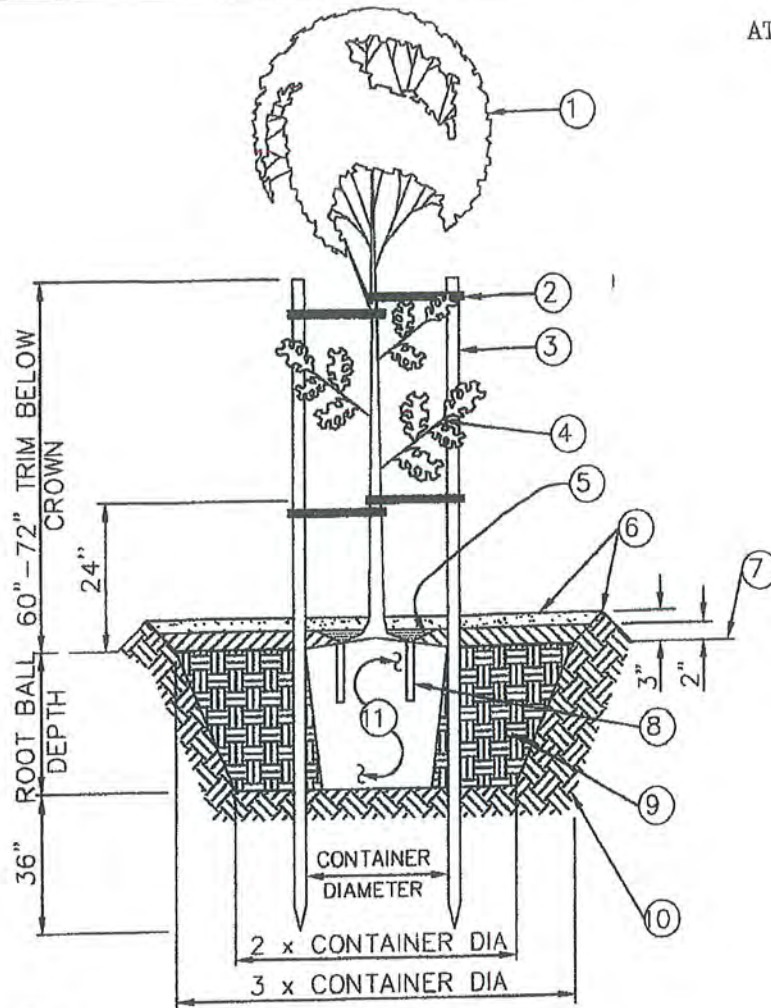
The contractor shall be required to respond (within 60 minutes) to any inquiries, telephone calls, and emergency situations emanating from City staff. The contractor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur on a 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.

J. 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.



ATTACHMENT 1



- ① TREE CROWN
- ② BLACK RUBBER CINCH TIE PULL TAUT, 4-REQUIRED
- ③ 2" DIA TREATED LODGE POLE PINE TREE STAKE, DRIVE INTO UNDISURBED SOIL, TRIM TOPS OF STAKES AS RQUIRED
- ④ LOWER SCAFFOLD BRANCHES
- ⑤ 2" MULCH LAYER
- ⑥ 3" BERM
- ⑦ FINISH GRADE
- ⑧
- ⑨ PLANTING BACKFILL WITH 12-21 GRAM "BEST" TABS PER 36" BOX TREE  
/or equal
- ⑩ UNDISURBED SOIL
- ⑪ ROOT BALL  
per MANUF. req.

**NOTES:**

1. REMOVE NURSERY STAKES AT TIME OF PLANTING.
2. ROUGHEN SIDES OF PLANT PIT.
3. BERM NOT REQUIRED IN EXISTING TURF AREAS.

**TREE PLANTING (STAKING)**

DRAWN: A. ROQUE CKD.: D. BUNGERT

Department of Public Works

APPR.

L. Balderrama, PE, City Engineer

STANDARD PLAN

PLATE 836

SHEET 1 OF 1

## Addendum to Landscape Assessment Districts Contract

1. Contractor is required to provide detailed monthly work schedule for ongoing monthly service contract.  
Contractor is required to provide a timeline detailing the work/schedule of maintenance activities to be performed at least 15 days prior to the commencement of each coming month.
2. Whenever the Contractor is required to detour traffic, Contractor shall submit three drawing of the proposed detour to the City's Traffic Engineer five working days prior to the date when the detour is to be implemented. The Contractor shall revise the plan in accordance with the directions of the City's Traffic Engineer. The Contractor shall not implement a detour without prior approval of the detour plan by the City's Traffic Engineer. All detours shall be installed and maintained at all times in accordance with the approved plan.

**ALDEA DEL MAR DISTRICT 38**

Please refer requests for clarification of technical requirements to:

Sergio Cervantes, Parks Maintenance Supervisor  
City of Oxnard  
General Services/Landscape Maintenance District  
1060 Pacific Avenue, Bldg. 3  
Oxnard, California 93030  
(805) 385-7950

**Add Alternate****A. Fertilization:**

All turf, shrubbery and groundcover shall be fertilize according to the service level. 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 Maintenance Services Manager 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 Maintenance Services Manager 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 Maintenance Services Manager or his representative. Contractor may be required to deviate from this schedule upon written notification by Maintenance Services Manager or his representative. Turf bid shall be total cost basis. Shurbs and Groundcover shall, be total cost basis.

**B. Soil Aerification:**

The contractor shall be responsible for soil aerification at the direction of staff. Bid shall be, total cost basis.

**C. Thatch Removal:**

The contractor shall be responsible for the removal of thatch buildup at the direction of staff. Bid shall be, total cost basis.



D. Pesticide Application:

The contractor shall be responsible for all other not cover under weed and vertebrate control. Bid shall be, hourly rate basis.

E. 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 2006 ANSI A300 standards in conjunction with International Society of Arboriculture Publication "Tree Pruning Guidelines". Pruning, shaping and structuring of trees shall be done as required by service level, 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 Maintenance Services Manager 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 in city maintained planter areas, not in front of residence, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an 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 in city maintained areas, are to be maintained with a 3' basin.

Dead or dying palm fronds shall be removed and disposed of weekly. Dying palm fronds shall be pruned in a manner 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. All palms shall be fertilized according to service level, per palm. Palm specific fertilizer shall be applied and label followed as applicable by law

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

The contractor shall be responsible for providing proper traffic control to provide a safe work zone. Bid shall be per tree basis.

F. 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 Maintenance Services Manager or his representative for review and authorization for replanting. When authorized by the Maintenance Services Manager or his representative, the work shall be performed by the contractor who then shall be compensated by the City on hourly rate basis.

G. 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. Contractor must keep a clean appearance on all light fixtures including touch up paint on a weekly basis. 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. Bid shall be, hourly rate basis

H. Hardscape / sidewalk:

The contractor shall make repairs or replacement as needed. Bid shall be, sq. ft. basis.

I. Weather Damage:

The contractor shall correct and repair all weather damage incurred throughout the year by trees, shrubs, mud on sidewalks/gutters/etc. Bid shall be, hourly rate basis.

J. Fencing:

The contractor shall be responsible for maintenance of the fence. The contractor shall make repairs as needed. Once a year, contractor shall repaint fence. The fence shall be sanded, primer and painted with appropriate outdoors paint. Bid shall be, total cost basis.

K. Graffiti:

Contractor shall remove graffiti as directed by City staff. Bid to be, hourly rate basis.

L. 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 groundcover for a period of 120 days from date of installation.



# City of Oxnard - Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts

| Turf Maintenance Schedule                                        | Frequency        | Level of Service |   |   |   |   |
|------------------------------------------------------------------|------------------|------------------|---|---|---|---|
|                                                                  |                  | A                | B | C | D | F |
| Mowing, Edging & trimming around sprinklers:                     | Weekly           | X                |   |   |   |   |
|                                                                  | Every two weeks  |                  | X |   |   |   |
|                                                                  | Every third week |                  |   | X |   |   |
| No Mowing or Edging. Keep sprinklers clear of obstructions only: | Monthly          |                  |   |   | X |   |
|                                                                  | Quarterly        |                  |   |   |   | X |
| Aerate to reduce compaction and stress:                          | 3x year          | X                |   |   |   |   |
|                                                                  | Annually         |                  |   | X |   |   |
|                                                                  | Not performed    |                  |   |   |   | X |
| Dethatch (removing thatch layer to improve growth):              | Annually         | X                |   |   |   |   |
|                                                                  | Not performed    |                  |   |   |   | X |
| Overseed stressed areas:                                         | Annually         | X                |   |   |   |   |
|                                                                  | Not performed    |                  |   |   |   | X |

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

| Trash and Debris Removal                                                      | Frequency   | Level of Service |   |   |   |   |
|-------------------------------------------------------------------------------|-------------|------------------|---|---|---|---|
|                                                                               |             | A                | B | C | D | F |
| Entire area including but not limited to: Turf, Shrubs, Ground Cover, Gutters | Daily       | X                |   |   |   |   |
|                                                                               | 2x per week |                  | X |   |   |   |
|                                                                               | Weekly      |                  |   | X |   |   |
|                                                                               | Monthly     |                  |   |   | X |   |
|                                                                               | As Required |                  |   |   |   | X |
| For public health and safety only                                             |             |                  |   |   |   |   |

| Weed and Pest Control Schedule                                                                      | Frequency                | Level of Service |   |   |   |   |
|-----------------------------------------------------------------------------------------------------|--------------------------|------------------|---|---|---|---|
|                                                                                                     |                          | A                | B | C | D | F |
| Complete control and/or eradication of all plant pests and weeds within the landscape as scheduled. | Consistently neat/weekly | X                |   |   |   |   |
|                                                                                                     | Every two weeks          |                  | X |   |   |   |
|                                                                                                     | Monthly                  |                  |   | X |   |   |
|                                                                                                     | Quarterly                |                  |   |   | X |   |
|                                                                                                     | As Required              |                  |   |   |   | X |
| For public health and safety purposes only                                                          |                          |                  |   |   |   |   |

| Pruning and Trimming Schedule | Frequency                                                                                        | Level of Service |   |   |   |   |
|-------------------------------|--------------------------------------------------------------------------------------------------|------------------|---|---|---|---|
|                               |                                                                                                  | A                | B | C | D | F |
| Ground Cover                  | Consistently neat                                                                                | X                |   |   |   |   |
|                               | Monthly                                                                                          |                  | X |   |   |   |
|                               | Bimonthly                                                                                        |                  |   | X |   |   |
|                               | Quarterly                                                                                        |                  |   |   | X |   |
|                               | Annually                                                                                         |                  |   |   |   | X |
| Vines                         | Consistently neat                                                                                | X                |   |   |   |   |
|                               | Semi-annually                                                                                    |                  | X |   |   |   |
|                               | Annually                                                                                         |                  |   | X |   |   |
|                               | Upon property owner request to remove encroaching vines or becoming a public hazard <sup>1</sup> |                  |   |   | X |   |
|                               | Maintain vines in a manner which prevents public hazards <sup>1</sup>                            |                  |   |   |   | X |
| Shrubs                        | Selectively prune as required to prevent encroachment and maintain natural form                  | X                |   |   |   |   |
|                               | Shear to maintain neat appearance and prevent encroachment                                       |                  | X |   |   |   |
|                               | Shear semi-annually to prevent encroachment                                                      |                  |   | X |   |   |
|                               | Shear any shrub that encroaches upon improvements or creates a public hazard <sup>1</sup>        |                  |   |   | X |   |
|                               | Maintain shrubs in a manner which prevents public hazards <sup>1</sup>                           |                  |   |   |   | X |
| Trees                         | Maintain all trees in their Natural Shape                                                        | X                |   |   |   |   |
|                               | Maintain all trees in their Natural Shape to 13.5' feet above street and 9" above Sidewalk       |                  | X |   |   |   |
|                               | Maintain all trees in a safe condition to 13.5' feet above street and 9" above Sidewalk          |                  |   | X |   |   |
|                               | Report Encroachments or Hazards:                                                                 |                  |   |   |   | X |

1. Public hazards include but are not limited to: obstruction of traffic sight lines and encroachment of sidewalks below ADA minimums.



# Exhibit A

N.5.c

## City of Oxnard - Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts

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

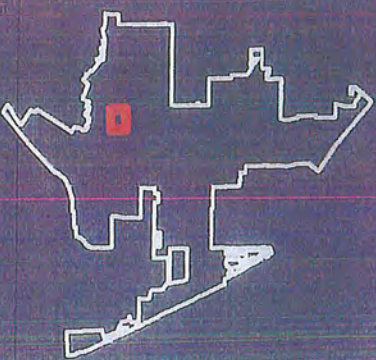
| Irrigation                          | Frequency            | Level of Service |   |   |   |   |
|-------------------------------------|----------------------|------------------|---|---|---|---|
|                                     |                      | A                | B | C | D | F |
| Inspect and adjust/repair as needed | Weekly               | X                |   |   |   |   |
|                                     | Every two weeks      |                  | X |   |   |   |
|                                     | Monthly              |                  |   | X |   |   |
|                                     | Quarterly            |                  |   |   | X |   |
|                                     | Respond to Complaint |                  |   |   |   | X |

| Need to have an increasing fund balance for the following Items | Frequency |  |
|-----------------------------------------------------------------|-----------|--|
| Plant Material Replacement                                      | Annually  |  |
| Vandalism Repair                                                | As needed |  |
| Playground Repair                                               | As needed |  |
| Security Light Repair                                           | As needed |  |
| Irrigation Hardware (controller/enclosure/Backflow) Replacement | As needed |  |
| Sidewalk Repair                                                 | As needed |  |
| Fence Repair                                                    | As needed |  |
| Community Mailbox Repair/Replacement                            | As needed |  |

# CITY OF OXNARD

## Map of Authorized Improvements

LMD No. 38 (Aldea Del Mar)



TRES

STREETS

DISTRICT BOUNDARY

CITY BOUNDARY



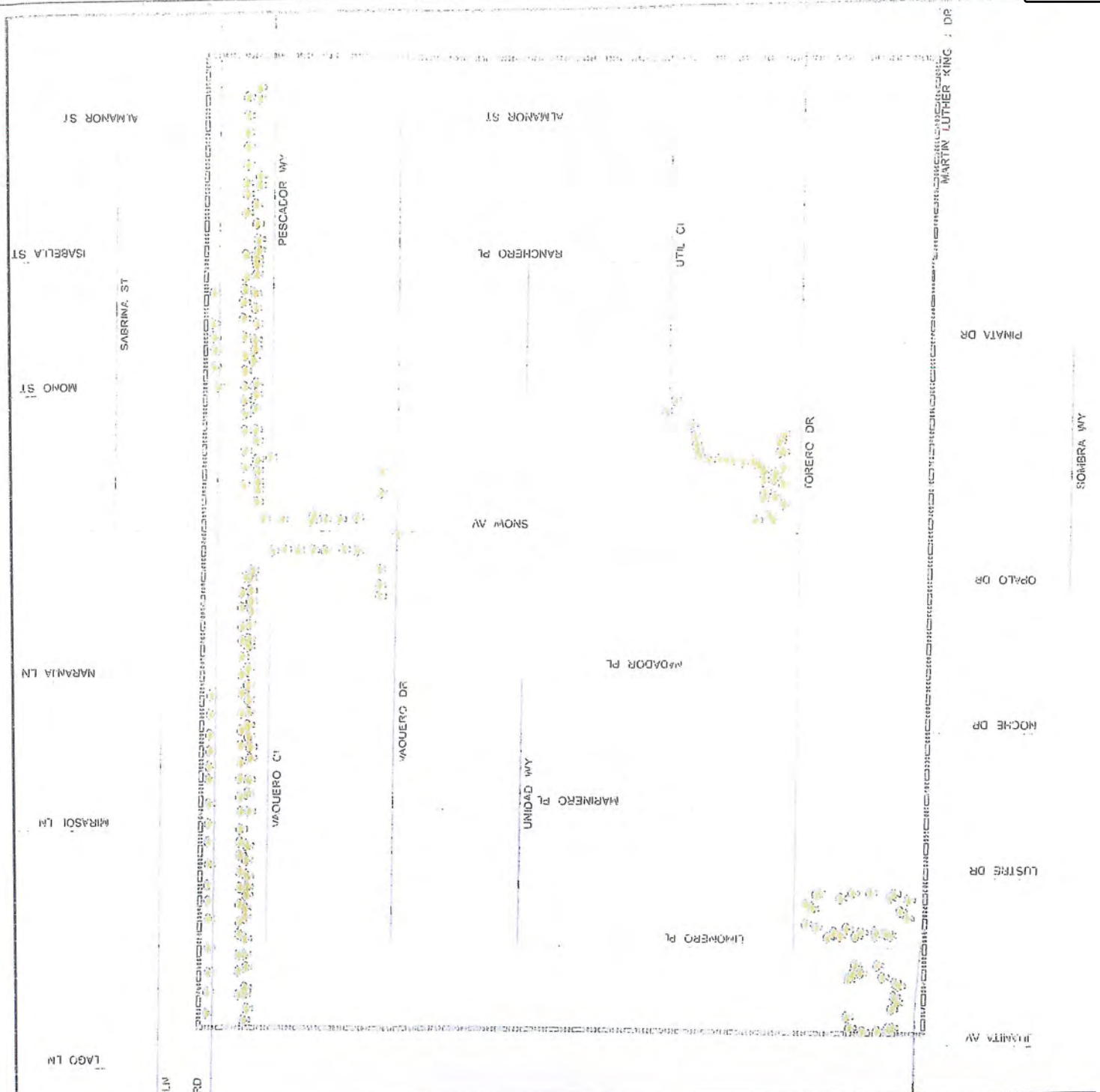
0 250 500 Feet

LMD No. 38 (Aldea Del Mar)

Ordinance System: NAD 1983 StatePlane California S 04105 Feet

Prepared by NBS - April 2016

Page 2 of 2

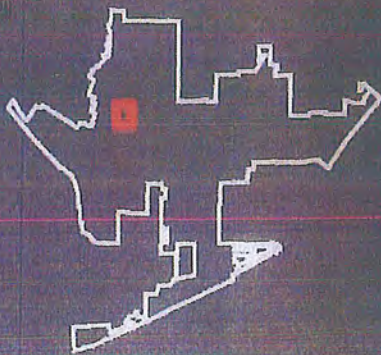




# CITY OF OXNARD

Map of Authorized Improvements

IMD No. 38 (Aldea Del Mar)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- TRAFFIC CIRCLE
- STREETS
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 250 500 Feet

Coordinate System: NAD 1983 StatePlane California  
FPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by: NBS - April 2016

Page 1 of 2



**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. 7454-16-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**). 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.

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.

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**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<br>LTR | TYPE OF INSURANCE                                                                                                                       | POLICY NUMBER | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIMITS                                                                                                                                                                                                    |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A         | <b>GENERAL LIABILITY</b><br>[x] COMMERCIAL GENERAL LIABILITY<br>[x] CLAIMS MADE [x] OCCUR<br>[x] OWNER'S & CONTRACTOR'S PROT            |               |                                     |                                      | GENERAL AGGREGATE \$1,000,000<br>PRODUCTS COMP/OP AGG \$1,000,000<br>PERSONAL & ADV INJURY \$1,000,000<br>EACH OCCURRENCE \$1,000,000<br>FIRE DAMAGE (Any one fire) \$<br>MED EXPENSE (Any one person) \$ |
| A         | <b>AUTOMOBILE LIABILITY</b><br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY |               |                                     |                                      | COMBINED SINGLE \$1,000,000<br>LIMIT<br>BODILY INJURY \$<br>(Per person)<br>BODILY INJURY \$<br>(Per accident)<br>PROPERTY DAMAGE \$                                                                      |
| A         | <b>EXCESS LIABILITY</b><br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM                                                                    |               |                                     |                                      | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                        |
| A         | <b>WORKERS' COMPENSATION<br/>AND<br/>EMPLOYERS' LIABILITY</b>                                                                           |               |                                     |                                      | STATUTORY LIMITS<br>EACH ACCIDENT \$1,000,000<br>DISEASE-POLICY LIMIT \$1,000,000<br>DISEASE-EACH EMPLOYEE \$1,000,000                                                                                    |
| A         | <b>OTHER</b>                                                                                                                            |               |                                     |                                      |                                                                                                                                                                                                           |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS****CERTIFICATE HOLDER**

City of Oxnard

Attn: Risk Manager

Reference No. 7454-16-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



**GENERAL LIABILITY SPECIAL ENDORSEMENT  
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

**POLICY INFORMATION:**

Insurance Company:

Policy No.:

Policy Period: (from)

LOSS ADJUSTMENT EXPENSE ☐

(to)

☐ Included in Limits☐ In Addition to Limits

Telephone:

NAMED INSURED

☐ Deductible ☐ Self-Insured

Retention (check which) of \$

with an Aggregate of \$

coverage. ☐ Per Occurrence

**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

**TYPE OF INSURANCE**

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date

☐ Occurrence**OTHER PROVISIONS****COVERAGES**

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL☐ PRODUCTS/COMPLETED OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE DAMAGE☐☐

Underwriter=s representative for claims pursuant to this insurance.

**CLAIMS:**

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, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- 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:
  - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
  - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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. 7454-16-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 \_\_\_\_\_

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT<br/>FOR THE CITY OF OXNARD (the "City")</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | <b>SUBMIT IN DUPLICATE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <b>PRODUCER</b><br><br>Telephone: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | <b>POLICY INFORMATION:</b><br>Insurance Company: _____<br>Policy No.: _____<br>Policy Period: (from) _____ (to) _____<br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits                                                                                                                                                                                                                                  |  |
| <b>NAMED INSURED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____<br>with an Aggregate of \$ _____ applies to _____<br>coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim _____ (which) _____                                                                                                                                                                                                  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | <b>APPLICABILITY.</b> This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here<br><input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered: _____                                                                                                                                              |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | <b>CITY AGREEMENTS/PERMITS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| <b>TYPE OF INSURANCE</b><br><input type="checkbox"/> COMMERCIAL AUTO POLICY<br><input type="checkbox"/> BUSINESS AUTO POLICY<br><input type="checkbox"/> OTHER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | <b>OTHER PROVISIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <b>LIMIT OF LIABILITY</b><br><br>\$ _____ per accident, for bodily injury and property damage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | <b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance.<br>Name: _____<br>Address: _____<br>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. <b>INSURED.</b> 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.<br>2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.<br>3. <b>SEVERABILITY OF INTEREST.</b> This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.<br>4. <b>CANCELLATION NOTICE.</b> With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.<br>5. <b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.<br>6. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:<br>a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or<br>b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).<br>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. |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| <b>ENDORSEMENT HOLDER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| <b>CITY OF OXNARD</b><br><b>Attn: Risk Manager</b><br><br><b>Reference No. 7454-16-CM</b><br><br><b>300 W. Third Street, Suite 302</b><br><b>Oxnard, CA 93030</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | <b>AUTHORIZED REPRESENTATIVE</b><br><input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br><br>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.<br><br>Signature _____<br><div style="text-align: center;">(original signature required)</div><br>Telephone: ( ) _____ Date Signed _____ |  |





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
05/26/2016

|                                                                                                                                 |  |                                                                                                                                                                                                               |               |
|---------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>PRODUCER</b><br>Francisco W. Coronel<br>5700 Ralston St. #120<br>Ventura, CA 93003<br>Ph: (805) 639-9452 Fax: (866) 804-8966 |  | THIS CERTIFICATION 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. |               |
| <b>INSURED</b><br>Kaneko Landscaping Services, Inc.<br>P.O. Box 7198<br>Oxnard, CA 93031                                        |  | <b>INSURERS AFFORDING COVERAGE</b>                                                                                                                                                                            | <b>NAIC #</b> |
|                                                                                                                                 |  | INSURER A: Truck Insurance Exchange                                                                                                                                                                           | 21709         |
|                                                                                                                                 |  | INSURER B: Farmers Insurance Exchange                                                                                                                                                                         | 21652         |
|                                                                                                                                 |  | INSURER C: Mid Century Insurance Company                                                                                                                                                                      | 21687         |
|                                                                                                                                 |  | INSURER D:                                                                                                                                                                                                    |               |
|                                                                                                                                 |  | INSURER E:                                                                                                                                                                                                    |               |

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR/ADD'L<br>LTR/INSUR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                 | POLICY NUMBER | POLICY EFFECTIVE<br>DATE (MM/DD/YYYY) | POLICY EXPIRATION<br>DATE (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C                       | <input checked="" type="checkbox"/> GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | 606279833     | 06/01/2016                            | 06/01/2017                             | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COM/PROP AGG \$ 4,000,000 |
| C                       | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                              | 606279833     | 06/01/2016                            | 06/01/2017                             | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
|                         | <input type="checkbox"/> GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                                                    |               |                                       |                                        | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$                                                                                                                                                                   |
| A                       | <input checked="" type="checkbox"/> EXCESS / UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br>DEDUCTIBLE \$<br>RETENTION \$                                                                                                                                                                            | 606279836     | 06/01/2016                            | 06/01/2017                             | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000                                                                                                                                                                                    |
| B                       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER                                                                                                      | A09482310     | 10/23/2015                            | 10/23/2016                             | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                          |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

 RE: All landscape operations performed by or on behalf of the named insured.  
 Contract# 862-00-PW

## CERTIFICATE HOLDER

|                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Oxnard<br>Attn: Parks Dept.<br>300 W. Third Street, Suite 302<br>Oxnard, CA 93030 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE: |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

ACORD 25 (2009/01)

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POLICY NUMBER: 60627-98-33

BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

**SCHEDULE\*****Name Of Person Or Organization:**

CITY OF OXNARD

ATTN: RISK MANAGER

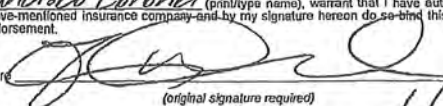
\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph C. Who Is An Insured in the Businessowners Liability Coverage Form:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.

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| <b>AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT</b><br><b>FOR THE CITY OF OXNARD (the "City")</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | <b>SUBMIT IN DUPLICATE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| <b>PRODUCER</b> <i>Francisco Coronel</i><br><i>5700 Ralston St. #120</i><br><i>Ventura, CA 93003</i><br>Telephone: <i>(805) 639-9452</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | <b>ENDORSEMENT NO.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>ISSUE DATE (MM/DD/YY)</b><br><i>6/1/16</i> |
| <b>NAMED INSURED</b><br><i>Kaneko Landscaping Services, Inc.</i><br><i>P.O. Box 7198</i><br><i>Oxnard, CA 93031</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | <b>POLICY INFORMATION:</b><br>Insurance Company: <i>Mid Century Insurance Co.</i><br>Policy No.: <i>606277873</i> (to) <i>6/1/17</i><br>Policy Period: (from) <i>6/1/16</i><br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits<br><input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____<br>with an Aggregate of \$ _____ applies to _____<br>coverage. <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which) |                                               |
| <b>TYPE OF INSURANCE</b><br><input checked="" type="checkbox"/> COMMERCIAL AUTO POLICY<br><input checked="" type="checkbox"/> BUSINESS AUTO POLICY<br><input type="checkbox"/> OTHER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | <b>OTHER PROVISIONS</b><br><b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance.<br>Name: <i>Francisco Coronel</i><br>Address: <i>5700 Ralston St. #120</i><br><i>Ventura, CA 93003</i><br>Telephone: ( ) <i>(805) 639-9452</i>                                                                                                                                                                                                                                                                                                                    |                                               |
| <b>LIMIT OF LIABILITY</b><br>\$ <u><i>1,000,000</i></u> per accident, for bodily injury and property damage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | <b>APPLICABILITY.</b> This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> In which case only the following specific agreements and permits with the City are covered:<br><br><b>CITY AGREEMENTS/PERMITS</b>                                                                                                                                                                                                                    |                                               |
| 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:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                               |
| <ol style="list-style-type: none"> <li>1. <b>INSURED.</b> 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.</li> <li>2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.</li> <li>3. <b>SEVERABILITY OF INTEREST.</b> This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.</li> <li>4. <b>CANCELLATION NOTICE.</b> With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.</li> <li>5. <b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.</li> <li>6. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:                         <ol style="list-style-type: none"> <li>a. Insurance Services Office Automobile Liability Coverage, "occurrence" form; CA0001, code ("any auto"); or</li> <li>b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).</li> </ol> </li> </ol> 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. |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                               |
| <b>ENDORSEMENT HOLDER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                               |
| <b>CITY OF OXNARD</b><br><b>Attn: Risk Manager</b><br><b>Reference No. _____</b><br><b>300 W. Third Street, Suite 302</b><br><b>Oxnard, CA 93030</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | <b>AUTHORIZED REPRESENTATIVE</b><br><input checked="" type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br><i>Francisco Coronel</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.<br>Signature:  (original signature required)<br>Telephone: ( ) _____ Date Signed: <i>6/9/2016</i>                               |                                               |





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

**E3306**  
1st Edition

06/07/16  
Effective Date

60627-98-33  
Policy Number

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS - BP 00 09

**SCHEDULE****Name of Person or Organization:****CITY OF OXNARD ATTN: RISK MANAGER**

(If no entry appears above, information required to complete this Endorsement must be shown in the Declarations as applicable to this endorsement.)

The provisions of the Businessowners Common Policy Conditions are modified by this endorsement as follows:

**Condition K. Transfer Of Rights Of Recovery Against Others To Us** in the Businessowners Common Policy Conditions is amended by the addition of the following:

3. We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



WC 99 06 19

**WORKERS' COMPENSATION AND EMPLOYERS'  
LIABILITY INSURANCE POLICY**

Named • KANEKO LANDSCAPING SERVICES IN  
Insured •  
• 655 PACIFIC AVE  
• OXNARD CA 93030

|                    |
|--------------------|
| Agent<br>30-61-302 |
|--------------------|

Effective  
Date 10/23/15

|                                 |                |
|---------------------------------|----------------|
| <u>20948-23-10</u>              | <u>2015</u>    |
| Policy Number<br>of the Company | Policy<br>Year |

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization for which you perform work under a written contract that requires you to obtain this agreement from us.

The additional premium for this endorsement shall be 3.0 % of the Workers' Compensation premium otherwise due for the state(s) listed below on such remuneration, subject to a minimum charge of 3%.

All written contracts in the state(s) of:

CA

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Countersigned   
Authorized Representative

93-6369 1ST EDITION 9-07  
WCS900190

16359121 PAGE 1 OF 1

## Agreement No. 7460-16-CM

**AGREEMENT FOR TRADE SERVICES  
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/15)**

THIS AGREEMENT FOR TRADE SERVICES (“**Agreement**”) is entered into in Ventura County, California, this 23<sup>rd</sup> day of May, 2016, by and between the City of Oxnard (“**City**”) and Kaneko Landscaping Services, Inc. (“**Vendor**”), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Landscape maintenance services in El Sueno/Promesa District 39, as set forth in Exhibit B (the “**Services**”).

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on July 1, 2016, and shall end on June 30, 2017. 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 the 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.

4. City shall pay Vendor an amount not to exceed \$76,080 per year for the Services performed during the term of this Agreement. Vendor’s acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors 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 Vendor, its employees, subcontractors, agents and sub-vendors. Vendor 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 Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

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 A**. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.92 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, 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. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the “**Indemnified Party**”) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor’s performance of this Agreement or Vendor’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. Vendor’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 the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Vendor’s duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor 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 the Indemnified Party shall not relieve Vendor from its separate and distinct obligation to defend the Indemnified Party. 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 Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys’ fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

7. Vendor shall continuously maintain adequate protection of all of 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.

8. a. Vendor shall obtain and maintain during the performance of the 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 the 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.

9. In performing the 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.

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

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

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



13. Any notices to Vendor may be delivered personally or by mail addressed to: Kaneko Landscape Services, Inc., PO Box 7198, Oxnard, CA 93031. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Public Works Department, 305 W. Third Street, 2<sup>nd</sup> Floor, Oxnard, CA, 93030, Attention: Ralph Alamillo.

14. 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.

15. 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 the 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

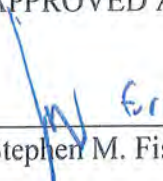
VENDOR

\_\_\_\_\_  
Greg Nyhoff, City Manager

  
\_\_\_\_\_  
Jon Kaneko, Owner

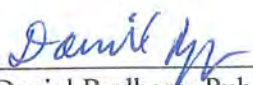
APPROVED AS TO FORM:

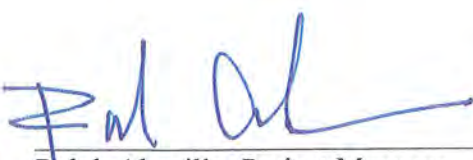
APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Stephen M. Fischer, City Attorney

\_\_\_\_\_  
Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Daniel Rydberg, Public Works Director

  
\_\_\_\_\_  
Ralph Alamillo, Project Manager



## EXHIBIT A

### 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.
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 1** 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****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. (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.



**CITY OF OXNARD LIVING WAGE REQUIREMENTS  
EFFECTIVE JULY 1, 2015**

17. 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 **\$14.92 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2016, 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.

e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

## EXHIBIT B

**EL SUENO PROMESA – DISTRICT 39**

Please refer requests for clarification of technical requirements to:

Sergio Cervantes, Parks Maintenance Supervisor  
City of Oxnard  
General Services/Landscape Maintenance District  
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 materials, supervision, labor, 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 City business license and all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Contractor is required to register with County Agriculture Commission's Office before applying any chemical.



E. Taxes:

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

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. If contractor fails to make necessary corrections, the City will have it replaced at the contractor's expense.

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. Contracted area:

The contractor is to maintain the landscape parkway areas designated in the attached exhibit. The parkway in front of residents is not maintained by the City contractor. Includes the park and the basins.

I. 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 Maintenance Services Manager 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.

J. Work logs:

(Please read and sign. Bid will not be accepted without signature)

The contractor shall provide a detailed work log of the work completed for the stated time period on the work log. The work log must be verified by City staff, that the work stated was completed before the invoice can be paid. If the work was not completed, City has the right to withhold or deduct monies from payment for the work that was not done in said time period. By signing company representative on behalf of company is agreeing to this clause. Logs must be turned in one week before end of month.

Company name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

K. Monitoring device:

Contractor shall be required to supply and operate a monitoring device, such as a smart phone, at all times while servicing City areas. City shall have access to phone app. to be able to monitor crew.

L. 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 or negligence

II. **SPECIAL CONDITIONS**

A. Litter/Debris Control:

All areas of maintenance responsibility shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter (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 as specified by service level and shall include sidewalks adjacent to areas of responsibility. Curb/gutters are to be cleaned at least once per service level.

B. Irrigation:

Irrigation shall be performed as required to maintain proper plant growth in all areas. . . 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 follow the City's watering ordinance The City reserves the right to require contractor to change the watering schedule as necessary.

The contractor shall be responsible for the maintenance and/or replacement of all irrigation systems and appurtenances. 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 Maintenance Services Manager or his representative. All other irrigation replacement shall be subject to approval by the Maintenance Services Manager 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 and to be turned back on and reprogrammed at the end of a rainy period. Contractor shall have staff present to operate system during inspection.



C. 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 Maintenance Services Manager 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 Maintenance Services Manager 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 Maintenance Services Manager or his representative.

D. Vertebrate Control:

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

E. 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 required by service level for natural shape, pest control, and safe flow of pedestrian and vehicle traffic to the satisfaction of the Maintenance Services Manager or his representative. . 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 as required by service level. 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 Maintenance Services Manager 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.

F. 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. Site specific mowing height shall be designated by a Park representative. Mowing shall occur as specified by service level. 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 Maintenance Services Manager 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 Maintenance Services Manager or his representative.

G. Benches and litter receptacles:

Contractor must maintain all benches and litter receptacles as required by service level to keep them in good appearance and operating condition.

H. Playground:

Contractor must supply all labor to maintain play structures on a daily basis. The Play structures must be inspected daily to ensure it is in good and safe operating Condition. Any corrective action must be brought up to the City's attention in a timely manner. The contractor must also submit daily inspection logs periodically.

I. Electrical System Lighting:

The contractor shall maintain the parkway lights clean and free of graffiti per Service level.

J. 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 and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City.

K. Inspections:

Contractor or representative shall be available to perform regular inspections of the Assessment District with the Maintenance Services Manager or his representative. Inspections shall occur no less than once per month at an agreed upon time.

L. Response and Inquiries:

The contractor shall be required to respond (within 60 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.

M. Warranties:

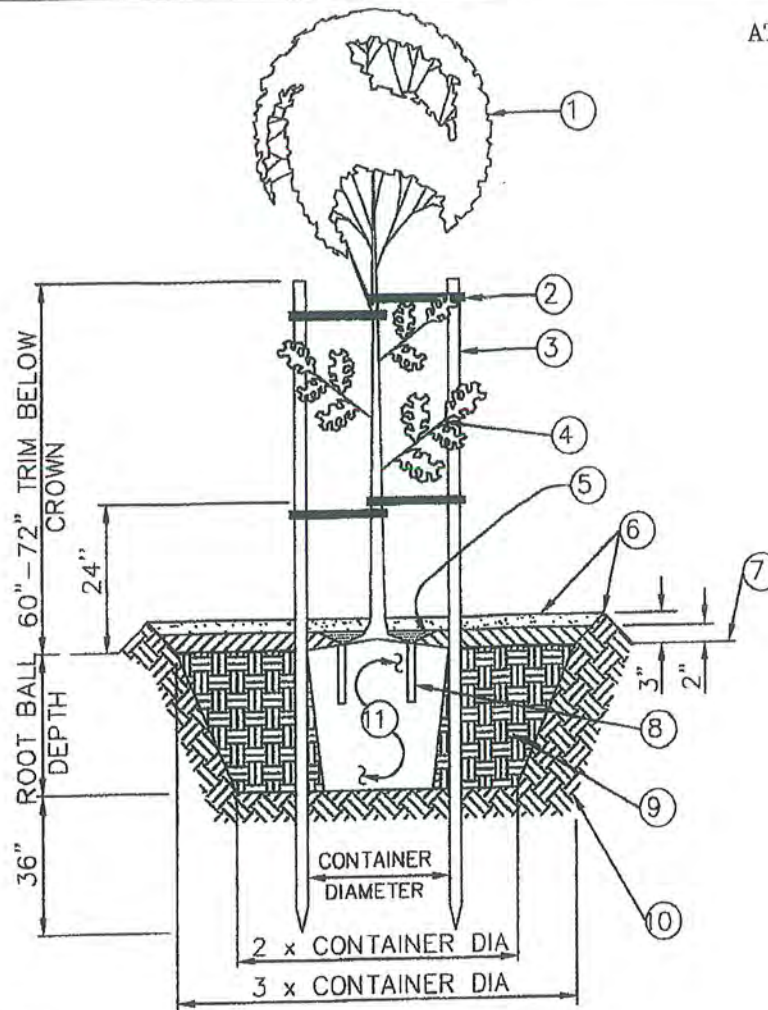
Contractor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one year from date of installation and all replacement shrubs and groundcovers for a period of 120 days from date of installation.

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.

- N. Park and Detention Basin Maintenance bids are to be separate.



## ATTACHMENT 1



- ① TREE CROWN
- ② BLACK RUBBER CINCH TIE PULL TAUT, 4-REQUIRED
- ③ 2" DIA TREATED LODGE POLE PINE TREE STAKE, DRIVE INTO UNDISURBED SOIL, TRIM TOPS OF STAKES AS RQUIRED
- ④ LOWER SCAFFOLD BRANCHES
- ⑤ 2" MULCH LAYER
- ⑥ 3" BERM
- ⑦ FINISH GRADE
- ⑧ ;
- ⑨ PLANTING BACKFILL WITH 12-21 GRAM "BEST" TABS PER 36" BOX TREE  
/or equal
- ⑩ UNDISTURBED SOIL  
per Manuf. req.
- ⑪ ROOT BALL

NOTES:

1. REMOVE NURSERY STAKES AT TIME OF PLANTING.
2. ROUGHEN SIDES OF PLANT PIT.
3. BERM NOT REQUIRED IN EXISTING TURF AREAS.



## TREE PLANTING (STAKING)

DRAWN: A. ROQUE CKD.: D. BUNGERT  
Department of Public Works

APPR. L. Balderama, PE, City Engineer

STANDARD PLAN

PLATE 836

SHEET 1 OF 1

## Addendum to Landscape Assessment Districts Contract

1. Contractor is required to provide detailed monthly work schedule for ongoing monthly service contract.  
Contractor is required to provide a timeline detailing the work/schedule of maintenance activities to be performed at least 15 days prior to the commencement of each coming month.
  
2. Whenever the Contractor is required to detour traffic, Contractor shall submit three drawing of the proposed detour to the City's Traffic Engineer five working days prior to the date when the detour is to be implemented. The Contractor shall revise the plan in accordance with the directions of the City's Traffic Engineer. The Contractor shall not implement a detour without prior approval of the detour plan by the City's Traffic Engineer. All detours shall be installed and maintained at all times in accordance with the approved plan.

**EL SUENO PROMESA – DISTRICT 39**

Please refer requests for clarification of technical requirements to:

Sergio Cervantes, Parks Maintenance Supervisor  
City of Oxnard  
General Services/Landscape Maintenance District  
1060 Pacific Avenue, Bldg. 3  
Oxnard, California 93030  
(805) 385-7950

**Add Alternate**

A. Fertilization:

All turf, shrubbery and groundcover shall be fertilized according to the service level. 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 Maintenance Services Manager 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 Maintenance Services Manager 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 Maintenance Services Manager or his representative. Contractor may be required to deviate from this schedule upon written notification by Maintenance Services Manager or his representative. Turf bid shall be total cost Basis. Shrubs and groundcover shall be total cost basis.

B. Soil Aerification:

The contractor shall be responsible for soil aerification at the direction of staff. Bid shall be, total cost basis.

C. Thatch Removal:

The contractor shall be responsible for the removal of thatch buildup at the direction of staff. Bid shall be, total cost basis.



D. Pesticide Application:

The contractor shall be responsible for all other not cover under weed and vertebrate control. Bid shall be, hourly rate basis.

E. 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 2006 ANSI A300 standards in conjunction with International Society of Arboriculture Publication "Tree Pruning Guidelines". Pruning, shaping and structuring of trees shall be done as required by service level, 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 Maintenance Services Manager 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 in city maintained planter areas, not in front of residence, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an 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.

Dead or dying palm fronds shall be removed and disposed of weekly. Dying palm fronds shall be pruned in a manner 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. All palms shall be fertilized according to service level per palm. Palm specific fertilizer shall be applied and label followed as applicable by law.

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

The contractor shall be responsible for providing proper traffic control to provide a safe work zone. Bid shall be per tree basis.

F. 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 Maintenance Services Manager or his representative for review and authorization for replanting. When authorized by the Maintenance Services Manager or his representative, the work shall be performed by the contractor who then shall be compensated by the City on a hourly basis.

G. 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. Contractor must keep a clean appearance on all light fixtures including touch up paint on a weekly basis. 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.

The contractor shall maintain the parkway lights clean and free of graffiti per service level. Bid shall be per hourly basis.

H. Fencing:

The contractor shall be responsible for maintenance of the fence. The contractor shall make repairs as needed. Once a year, contractor shall repaint fence. The fence shall be sanded, primer and painted with appropriate outdoors paint. Bid shall be, sq. ft. cost basis.

I. Mailbox:

The contractor shall make any repairs as needed. Bid shall be, hourly basis.

J. Weather Damage:

The contractor shall correct and repair all weather damage incurred throughout the year by trees, shrubs, mud on sidewalks/gutters/etc. Bid shall be hourly rate basis.

K. Graffiti:

Contractor shall remove graffiti as directed by City staff. Bid shall be hourly basis.

L. Storm Drain Maintenance

Contractor shall be responsible for repairs as needed. Bid to be hourly basis.



M. 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 groundcover for a period of 120 days from date of installation.

# City of Oxnard - Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts

| Turf Maintenance Schedule                                        | Frequency        | Level of Service |   |   |   |   |
|------------------------------------------------------------------|------------------|------------------|---|---|---|---|
|                                                                  |                  | A                | B | C | D | F |
| Mowing, Edging & trimming around sprinklers:                     | Weekly           | X                |   |   |   |   |
|                                                                  | Every two weeks  |                  | X |   |   |   |
|                                                                  | Every third week |                  |   | X |   |   |
| No Mowing or Edging. Keep sprinklers clear of obstructions only: | Monthly          |                  |   |   | X |   |
|                                                                  | Quarterly        |                  |   |   |   | X |
| Aerate to reduce compaction and stress:                          | 3x year          | X                |   |   |   |   |
|                                                                  | Annually         |                  |   | X |   |   |
|                                                                  | Not performed    |                  |   |   |   | X |
| Dethatch (removing thatch layer to improve growth):              | Annually         | X                |   |   |   | X |
|                                                                  | Not performed    |                  |   |   |   | X |
| Overseed stressed areas:                                         | Annually         | X                |   |   |   |   |
|                                                                  | Not performed    |                  |   |   |   | X |

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

| Trash and Debris Removal                                                      | Frequency   | Level of Service |   |   |   |   |
|-------------------------------------------------------------------------------|-------------|------------------|---|---|---|---|
|                                                                               |             | A                | B | C | D | F |
| Entire area including but not limited to: Turf, Shrubs, Ground Cover, Gutters | Daily       | X                |   |   |   |   |
|                                                                               | 2x per week |                  | X |   |   |   |
|                                                                               | Weekly      |                  |   | X |   |   |
|                                                                               | Monthly     |                  |   |   | X |   |
|                                                                               | As Required |                  |   |   |   | X |
| For public health and safety only                                             |             |                  |   |   |   |   |

| Weed and Pest Control Schedule                                                                      | Frequency                | Level of Service |   |   |   |   |
|-----------------------------------------------------------------------------------------------------|--------------------------|------------------|---|---|---|---|
|                                                                                                     |                          | A                | B | C | D | F |
| Complete control and/or eradication of all plant pests and weeds within the landscape as scheduled. | Consistently neat/weekly | X                |   |   |   |   |
|                                                                                                     | Every two weeks          |                  | X |   |   |   |
|                                                                                                     | Monthly                  |                  |   | X |   |   |
|                                                                                                     | Quarterly                |                  |   |   | X |   |
|                                                                                                     | As Required              |                  |   |   |   | X |
| For public health and safety purposes only                                                          |                          |                  |   |   |   |   |

| Pruning and Trimming Schedule    | Frequency                                                                                        | Level of Service |   |   |   |   |
|----------------------------------|--------------------------------------------------------------------------------------------------|------------------|---|---|---|---|
|                                  |                                                                                                  | A                | B | C | D | F |
| Ground Cover                     | Consistently neat                                                                                | X                |   |   |   |   |
|                                  | Monthly                                                                                          |                  | X |   |   |   |
|                                  | Bimonthly                                                                                        |                  |   | X |   |   |
|                                  | Quarterly                                                                                        |                  |   |   | X |   |
|                                  | Annually                                                                                         |                  |   |   |   | X |
| Vines                            | Consistently neat                                                                                | X                |   |   |   |   |
|                                  | Semi-annually                                                                                    |                  | X |   |   |   |
|                                  | Annually                                                                                         |                  |   | X |   |   |
|                                  | Upon property owner request to remove encroaching vines or becoming a public hazard <sup>1</sup> |                  |   |   | X |   |
| Shrubs                           | Maintain vines in a manner which prevents public hazards <sup>1</sup>                            |                  |   |   |   | X |
|                                  | Selectively prune as required to prevent encroachment and maintain natural form                  | X                |   |   |   |   |
|                                  | Shear to maintain neat appearance and prevent encroachment                                       |                  | X |   |   |   |
|                                  | Shear semi-annually to prevent encroachment                                                      |                  |   | X |   |   |
|                                  | Shear any shrub that encroaches upon improvements or creates a public hazard <sup>1</sup>        |                  |   |   | X |   |
| Trees                            | Maintain shrubs in a manner which prevents public hazards <sup>1</sup>                           |                  |   |   |   | X |
|                                  | Maintain all trees in their Natural Shape                                                        | X                |   |   |   |   |
|                                  | Maintain all trees in their Natural Shape to 13.5' feet above street and 9" above Sidewalk       |                  | X |   |   |   |
|                                  | Maintain all trees in a safe condition to 13.5' feet above street and 9" above Sidewalk          |                  |   | X |   |   |
| Report Encroachments or Hazards: |                                                                                                  |                  |   |   |   | X |

1. Public hazards include but are not limited to: obstruction of traffic sight lines and encroachment of sidewalks below ADA minimums.



# Exhibit A

N.5.d

## City of Oxnard - Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts

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

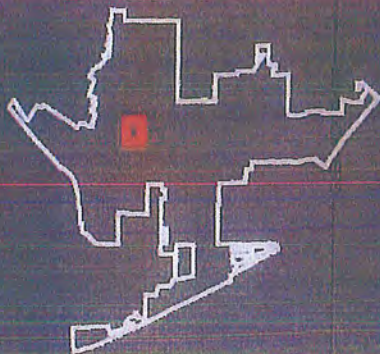
| Irrigation                          | Frequency            | Level of Service |   |   |   |   |
|-------------------------------------|----------------------|------------------|---|---|---|---|
|                                     |                      | A                | B | C | D | F |
| Inspect and adjust/repair as needed | Weekly               | X                |   |   |   |   |
|                                     | Every two weeks      |                  | X |   |   |   |
|                                     | Monthly              |                  |   | X |   |   |
|                                     | Quarterly            |                  |   |   | X |   |
|                                     | Respond to Complaint |                  |   |   |   | X |

| Need to have an increasing fund balance for the following Items | Frequency |  |
|-----------------------------------------------------------------|-----------|--|
| Plant Material Replacement                                      | Annually  |  |
| Vandalism Repair                                                | As needed |  |
| Playground Repair                                               | As needed |  |
| Security Light Repair                                           | As needed |  |
| Irrigation Hardware (controller/enclosure/Backflow) Replacement | As needed |  |
| Sidewalk Repair                                                 | As needed |  |
| Fence Repair                                                    | As needed |  |
| Community Mailbox Repair/Replacement                            | As needed |  |

# CITY OF OXNARD

## Map of Authorized Improvements

LMD No. 39 (Promesa & Sueno)



- STREETS
- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- DISTRICT BOUNDARY
- CITY BOUNDARY



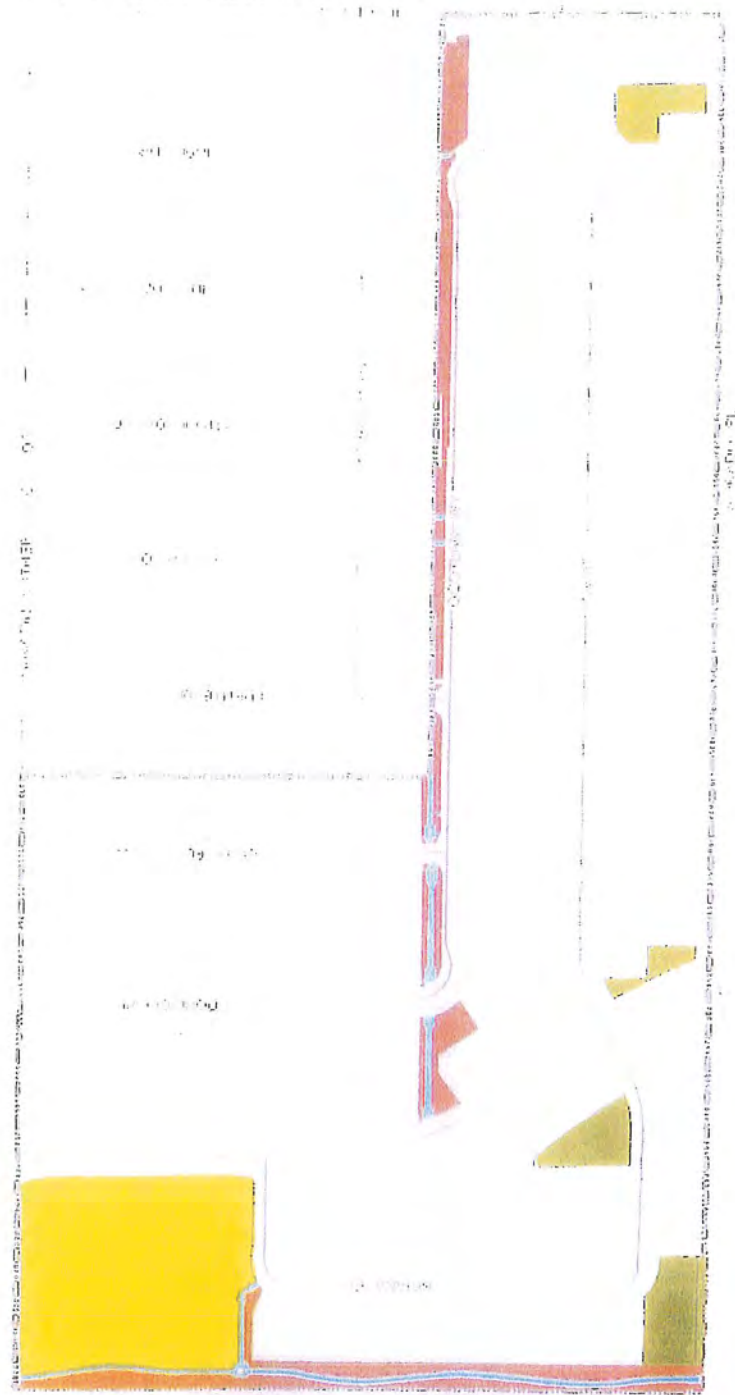
0 250 500 Feet

Source: System NAD 1983 StatePlane California  
0405 Feet

City of Oxnard & Ventura County

Created by NBS - April 2016

Page 1 of 2

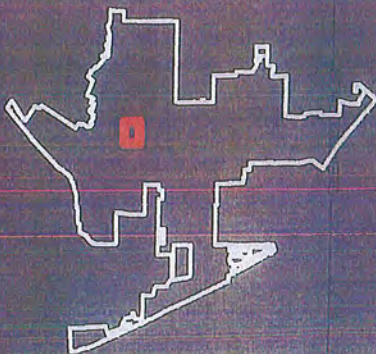




# CITY OF OXNARD

## Map of Authorized Improvements

LMD No. 39 (Promesa & Suceno)



TREES  
STREETS

DISTRICT BOUNDARY  
CITY BOUNDARY



0 250 500 Feet

Graphic System: NAD 1983 StatePlane California  
0405 Feet

City of Oxnard & Ventura County

Drawn by NBS - April 2016 Page 2 of 2





**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. 7468-16-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**). 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.

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<br>LTR | TYPE OF INSURANCE                                                                                                                | POLICY NUMBER | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIMITS                                                                                                                                                                                                     |
|-----------|----------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A         | GENERAL LIABILITY<br>[x] COMMERCIAL GENERAL LIABILITY<br>[x] CLAIMS MADE [x] OCCUR<br>[x] OWNER'S & CONTRACTOR'S PROT.           |               |                                     |                                      | GENERAL AGGREGATE \$1,000,000<br>PRODUCTS COMP/OP AGG \$1,000,000<br>PERSONAL & ADV INJURY \$1,000,000<br>EACH OCCURRENCE \$1,000,000<br>FIRE DAMAGE (Any one fire) \$<br>MED. EXPENSE (Any one person) \$ |
| A         | AUTOMOBILE LIABILITY<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY |               |                                     |                                      | COMBINED SINGLE \$1,000,000<br>LIMIT<br>BODILY INJURY \$<br>(Per person)<br>BODILY INJURY \$<br>(Per accident)<br>PROPERTY DAMAGE \$                                                                       |
| A         | EXCESS LIABILITY<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM                                                                    |               |                                     |                                      | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                         |
| A         | WORKERS' COMPENSATION<br>AND<br>EMPLOYERS' LIABILITY                                                                             |               |                                     |                                      | STATUTORY LIMITS<br>EACH ACCIDENT \$1,000,000<br>DISEASE-POLICY LIMIT \$1,000,000<br>DISEASE-EACH EMPLOYEE \$1,000,000                                                                                     |
| A         | OTHER                                                                                                                            |               |                                     |                                      |                                                                                                                                                                                                            |

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

## CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. 7460-16-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

Rev. 5/16



INS-B.doc





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
05/28/2016

 PRODUCER  
Francisco W. Coronel  
5700 Ralston St. #120  
Ventura, CA 93003  
Ph: (805) 639-9452

Fax: (866) 804-8966

THIS CERTIFICATION 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.

 INSURED  
Kaneko Landscaping Services, Inc.  
P.O. Box 7198  
Oxnard, CA 93031

**INSURERS AFFORDING COVERAGE**
**NAIC #**

|            |                               |       |
|------------|-------------------------------|-------|
| INSURER A: | Truck Insurance Exchange      | 21709 |
| INSURER B: | Farmers Insurance Exchange    | 21652 |
| INSURER C: | Mid Century Insurance Company | 21687 |
| INSURER D: |                               |       |
| INSURER E: |                               |       |

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR/ADD'L<br>LTR/INSRD | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                  | POLICY NUMBER | POLICY EFFECTIVE<br>DATE (MM/DD/YYYY) | POLICY EXPIRATION<br>DATE (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C                       | <input checked="" type="checkbox"/> GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 606279833     | 06/01/2016                            | 06/01/2017                             | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COM/PROP AGG \$ 4,000,000 |
| C                       | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                               | 606279833     | 06/01/2016                            | 06/01/2017                             | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
|                         | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                                                                              |               |                                       |                                        | AUTO ONLY - EA ACCIDENT \$<br>EA ACC \$<br>OTHER THAN AUTO ONLY: AGG \$                                                                                                                                                                   |
| A                       | <input checked="" type="checkbox"/> EXCESS / UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br>DEDUCTIBLE \$<br>RETENTION \$                                                                                                                                                                             | 606279836     | 06/01/2016                            | 06/01/2017                             | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000                                                                                                                                                                                    |
| B                       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER                                                                                                       | A09482310     | 10/23/2015                            | 10/23/2016                             | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                          |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

 RE: All landscape operations performed by or on behalf of the named Insured.  
 Contract# 862-00-PW

**CERTIFICATE HOLDER**

 City of Oxnard  
 Attn: Parks Dept.  
 300 W. Third Street, Suite 302  
 Oxnard, CA 93030

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: 60627-98-33

BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE\*

Name Of Person Or Organization:

CITY OF OXNARD

ATTN: RISK MANAGER

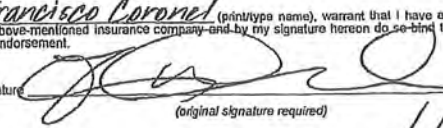
\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph C. **Who Is An Insured** in the Businessowners Liability Coverage Form:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.

| GENERAL LIABILITY SPECIAL ENDORSEMENT<br>FOR THE CITY OF OXNARD (the "City")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | SUBMIT IN DUPLICATE                                                                                                                                                                                                                                                                                                                                                                                    |                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| PRODUCER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | ENDORSEMENT NO.                                                                                                                                                                                                                                                                                                                                                                                        | ISSUE DATE (MM/DD/YY) |
| Francisco Coronel<br>5700 Ralston St. #120<br>Ventura, CA 93003<br>Telephone: (805) 639-9452                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | mid Century Insurance<br>Policy No: 0052-79833<br>Policy Period: (from) 6/1/16 (to) 6/1/17<br>LOSS ADJUSTMENT EXPENSE 0 Included in Limits<br>0 In Addition to Limits                                                                                                                                                                                                                                  | 6/1/16                |
| NAMED INSURED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____<br>with an Aggregate of \$ _____ coverage. <input checked="" type="checkbox"/> Per Occurrence                                                                                                                                                                                            |                       |
| Kaneke Landscaping Services, Inc.<br>P.O. Box 7198<br>Oxnard, CA 93031                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | 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 <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered.                                                                                         |                       |
| TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | CITY AGREEMENTS/PERMITS                                                                                                                                                                                                                                                                                                                                                                                |                       |
| GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY<br><input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | OTHER PROVISIONS                                                                                                                                                                                                                                                                                                                                                                                       |                       |
| COVERAGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Underwriter's representative for claims pursuant to this insurance.                                                                                                                                                                                                                                                                                                                                    |                       |
| LIABILITY LIMITS IN THOUSANDS \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | CLAIMS:                                                                                                                                                                                                                                                                                                                                                                                                |                       |
| EACH OCCURRENCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | Name: Francisco Coronel                                                                                                                                                                                                                                                                                                                                                                                |                       |
| AGGREGATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Address: 5700 Ralston St. #120                                                                                                                                                                                                                                                                                                                                                                         |                       |
| 2,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Ventura, CA 93003                                                                                                                                                                                                                                                                                                                                                                                      |                       |
| 4,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Telephone: 805 639-9452                                                                                                                                                                                                                                                                                                                                                                                |                       |
| 2,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| 100,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| 100,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| <p>1. <b>INSURED.</b> The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.</p> <p>2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects: (a) work performed by the named insured for or on behalf of the City, or (b) products sold by the named insured to the City, or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.</p> <p>3. <b>SEVERABILITY OF INTEREST.</b> This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.</p> <p>4. <b>CANCELLATION NOTICE.</b> With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.</p> <p>5. <b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.</p> <p>6. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:</p> <p>a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or</p> <p>b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.</p> <p>Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.</p> |  |                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| ENDORSEMENT HOLDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | AUTHORIZED REPRESENTATIVE                                                                                                                                                                                                                                                                                                                                                                              |                       |
| CITY OF OXNARD<br>Attn: Risk Manager<br>Reference No. _____<br>300 W. Third Street, Suite 302<br>Oxnard, CA 93030                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | <input checked="" type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br>Francisco Coronel (print 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.<br>Signature _____<br>(original signature required)<br>Telephone: ( ) Date Signed 6/9/2016 |                       |



| AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT<br>FOR THE CITY OF OXNARD (the "City")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | SUBMIT IN DUPLICATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | ENDORSEMENT NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ISSUE DATE (MM/DD/YY) |
| PRODUCER <u>Francisco Coronel</u><br><u>5700 Ralston St. #120</u><br><u>Ventura, CA 93003</u><br>Telephone: <u>(805) 639-9452</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | POLICY INFORMATION:<br>Insurance Company: <u>Mid Century Insurance Co.</u><br>Policy No.: <u>606279873</u><br>Policy Period: (from) <u>6/1/16</u> (to) <u>6/1/17</u><br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits                                                                                                                                                                                                                                                        |                       |
| NAMED INSURED<br><u>Kaneko Landscaping Services, Inc.</u><br><u>P.O. Box 7198</u><br><u>Oxnard, CA 93031</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____<br>with an Aggregate of \$ _____ applies to _____<br>coverage. <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which)                                                                                                                                                                                                                                                                        |                       |
| TYPE OF INSURANCE<br><input checked="" type="checkbox"/> COMMERCIAL AUTO POLICY<br><input checked="" type="checkbox"/> BUSINESS AUTO POLICY<br><input type="checkbox"/> OTHER _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | OTHER PROVISIONS<br><br>CLAIMS: Underwriter's representative for claims pursuant to this Insurance.<br>Name: <u>Francisco Coronel</u><br>Address: <u>5700 Ralston St. #120</u><br><u>Ventura, CA 93003</u><br>Telephone: ( ) <u>(805) 639-9452</u>                                                                                                                                                                                                                                                                                                |                       |
| LIMIT OF LIABILITY<br>\$ <u>1,000,000</u> per accident, for bodily injury and property damage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |
| <p>In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:</p> <ol style="list-style-type: none"><li>1. <b>INSURED.</b> The City, its officers, agents, 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.</li><li>2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.</li><li>3. <b>SEVERABILITY OF INTEREST.</b> This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.</li><li>4. <b>CANCELLATION NOTICE.</b> With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.</li><li>5. <b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.</li><li>6. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:<ol style="list-style-type: none"><li>a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or</li><li>b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).</li></ol></li></ol> <p>Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.</p> |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |
| ENDORSEMENT HOLDER<br><br>CITY OF OXNARD<br>Attn: Risk Manager<br><br>Reference No. _____<br><br>300 W. Third Street, Suite 302<br>Oxnard, CA 93030                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | AUTHORIZED REPRESENTATIVE<br><input checked="" type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br><br><u>Francisco Coronel</u> (print 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.<br><br>Signature:  (original signature required)<br><br>Telephone: ( ) _____ Date Signed: <u>6/4/2016</u> |                       |



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

**E3306**  
1st Edition

06/07/16

Effective Date

60627-98-33

Policy Number

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS - BP 00 09

**SCHEDULE**

**Name of Person or Organization:**

**CITY OF OXNARD ATTN: RISK MANAGER**

(If no entry appears above, information required to complete this Endorsement must be shown in the Declarations as applicable to this endorsement.)

The provisions of the Businessowners Common Policy Conditions are modified by this endorsement as follows:

**Condition K. Transfer Of Rights Of Recovery Against Others To Us** in the Businessowners Common Policy Conditions is amended by the addition of the following:

3. We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.





WC 99 06 19

**WORKERS' COMPENSATION AND EMPLOYERS'  
LIABILITY INSURANCE POLICY**

Named • KANEKO LANDSCAPING SERVICES IN  
Insured •  
• 655 PACIFIC AVE  
• OXNARD CA 93030

Agent

30-61-302

A0948-23-10

2015

Effective

Date 10/23/15

Policy Number  
of the CompanyPolicy  
Year

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization for which you perform work under a written contract that requires you to obtain this agreement from us.

The additional premium for this endorsement shall be 3.0 % of the Workers' Compensation premium otherwise due for the state(s) listed below on such remuneration, subject to a minimum charge of 3%.

All written contracts in the state(s) of:

CA

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Countersigned

Authorized Representative

93-6369 1ST EDITION 9/07  
WCS906198

J6369121 PAGE 1 OF 1

**AGREEMENT FOR TRADE SERVICES  
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/15)**

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, this 23<sup>rd</sup> day of May, 2016, by and between the City of Oxnard ("City") and Kaneko Landscaping Services, Inc. ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Landscape maintenance services in Wingfield West District 55, as set forth in Exhibit B (the "Services").

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on July 1, 2016, and shall end on June 30, 2019. 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 the 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.

4. City shall pay Vendor an amount not to exceed \$22,559 per year for the Services performed during the term of this Agreement. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors 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 Vendor, its employees, subcontractors, agents and sub-vendors. Vendor 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 Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

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 A**. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.92 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, 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. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the “**Indemnified Party**”) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor’s performance of this Agreement or Vendor’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. Vendor’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 the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Vendor’s duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor 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 the Indemnified Party shall not relieve Vendor from its separate and distinct obligation to defend the Indemnified Party. 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 Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys’ fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

7. Vendor shall continuously maintain adequate protection of all of 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.

8. a. Vendor shall obtain and maintain during the performance of the 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 the 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.

9. In performing the 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.

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

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

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



13. Any notices to Vendor may be delivered personally or by mail addressed to: Kaneko Landscape Services, Inc., PO Box 7198, Oxnard, CA 93031. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Public Works Department, 305 W. Third Street, 2<sup>nd</sup> Floor, Oxnard, CA, 93030, Attention: Ralph Alamillo.

14. 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.

15. 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 the 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

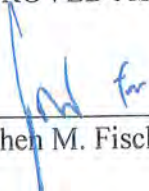
VENDOR

\_\_\_\_\_  
Greg Nyhoff, City Manager

  
\_\_\_\_\_  
Jon Kaneko, Owner

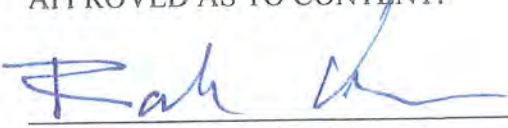
APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Stephen M. Fischer, City Attorney

  
\_\_\_\_\_  
Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ralph Alamillo, Project Manager



## EXHIBIT A

## 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.
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 1** 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****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. (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.



**CITY OF OXNARD LIVING WAGE REQUIREMENTS  
EFFECTIVE JULY 1, 2015**

17. 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 **\$14.92 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2016, 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.

e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

## EXHIBIT B



**WINGFIELD WEST – DISTRICT 55**

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Please refer requests for clarification of technical requirements to:

Sergio Cervantes, Parks Maintenance Supervisor  
City of Oxnard  
General Services/Landscape Maintenance District  
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 materials, supervision, labor, 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 City business license and all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Contractor is required to register with County Agriculture Commissioner's Office before applying any chemical.

E. Taxes:

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

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. If contractor fails to make necessary corrections, the City will have it replaced at the contractor's expense.

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. Contracted area:

The contractor is to maintain the landscape parkway areas designated in the attached exhibit. The parkway in front of residents is not maintained by the City contractor.

I. 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 Maintenance Services Manager 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.

J. Work Logs:

(Please read and sign. Bid will not be accepted without signature)

The contractor shall provide a detailed work log of the work completed for the stated time period on the work log. The work log must be verified by City staff, that the work stated was completed before the invoice can be paid. If the work was not completed, City has the right to withhold or deduct monies from payment for the work that was not done in said time period. By signing, company representative on behalf of company, is agreeing to this clause. Logs must be turned in one week before end of month.

Company name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



K. Monitoring Device:

Contractor shall be required to supply and operate a monitoring device, such as a smart phone, at all times while servicing City areas. City shall have access to phone app. to be able to monitor crew

L. 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 or negligence

II. SPECIAL CONDITIONS

A. Litter/Debris Control:

All areas of maintenance responsibility shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter (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 as specified by service level and shall include sidewalks adjacent to areas of responsibility. Curb/gutters are to be cleaned at least once per service level.

B. Irrigation:

Irrigation shall be performed as required to maintain proper plant growth in all areas. . 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 follow the City's watering ordinance The City reserves the right to require contractor to change the watering schedule as necessary.

The contractor shall be responsible for the maintenance and/or replacement of all irrigation systems and appurtenances. 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 Maintenance Services Manager or his representative. All other irrigation replacement shall be subject to approval by the Maintenance Services Manager 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 and to be turned back on and reprogrammed at the end of a rainy period. Contractor shall have Staff present to operate system during inspection.

C. 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 Maintenance Services Manager 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 Maintenance Services Manager 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 Maintenance Services Manager or his representative.

D. Vertebrate Control:

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

E. 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 required by service level for natural shape, pest control, and safe flow of pedestrian and vehicle traffic to the satisfaction of the Maintenance Services Manager or his representative. . 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 as required by service level. 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 Maintenance Services Manager 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.

F. 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. Site specific mowing height shall be designated by a Park representative. Mowing shall occur as specified by service level. 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 Maintenance Services Manager 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 Maintenance Services Manager or his representative.



G. Electrical System Lighting:

The contractor shall maintain the parkway lights clean and free of graffiti per service level.

H. Mailbox:

Contractor shall be responsible for maintaining the mail box cleaned.

I. 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 and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City.

J. Inspections:

Contractor or representative shall be available to perform regular inspections of the Assessment District with the Maintenance Services Manager or his representative. Inspections shall occur no less than once per month at an agreed upon time.

K. Response and Inquiries:

The contractor shall be required to respond (within 60 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 District failure.

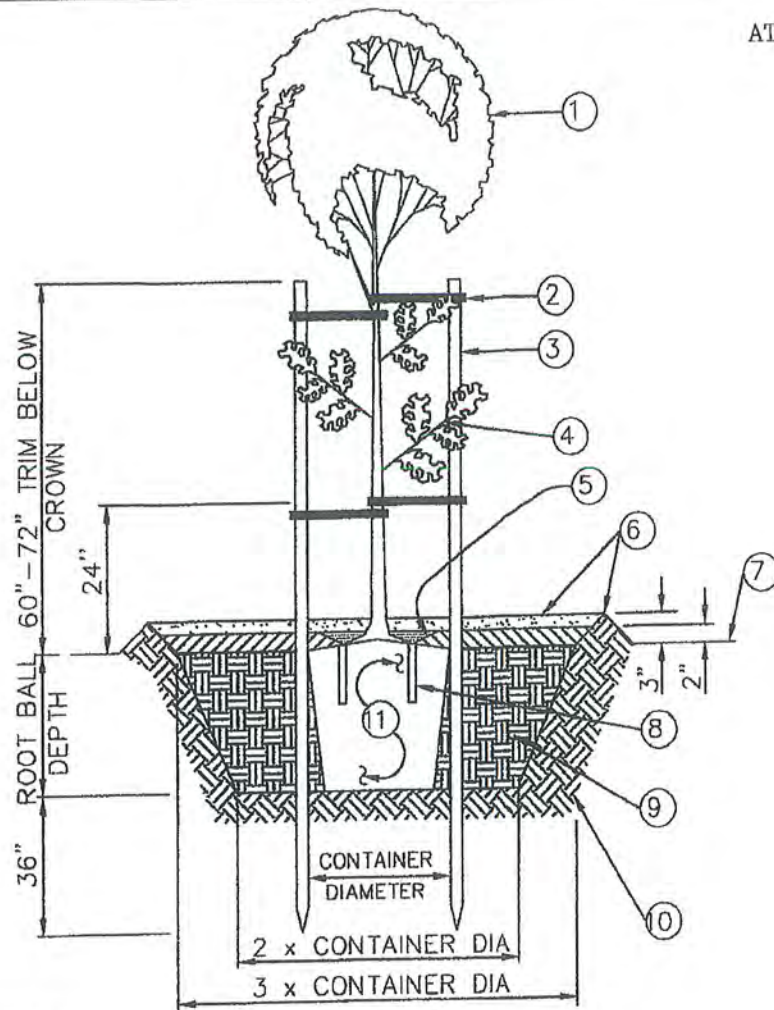
L. Warranties:

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.

M. Please submit a separate bid for the maintenance of the Park area itself and one for rest of the district.



## ATTACHMENT 1



- ① TREE CROWN
- ② BLACK RUBBER CINCH TIE PULL TAUT, 4-REQUIRED
- ③ 2" DIA TREATED LODGE POLE PINE TREE STAKE, DRIVE INTO UNDISURBED SOIL, TRIM TOPS OF STAKES AS REQUIRED
- ④ LOWER SCAFFOLD BRANCHES
- ⑤ 2" MULCH LAYER
- ⑥ 3" BERM
- ⑦ FINISH GRADE
- ⑧
- ⑨ PLANTING BACKFILL WITH 12-21 GRAM "BEST" TABS PER 36" BOX TREE  
/or equal
- ⑩ UNDISURBED SOIL
- ⑪ ROOT BALL

NOTES:

1. REMOVE NURSERY STAKES AT TIME OF PLANTING.
2. ROUGHEN SIDES OF PLANT PIT.
3. BERM NOT REQUIRED IN EXISTING TURF AREAS.



## TREE PLANTING (STAKING)

DRAWN: A. ROQUE CKD.: D. BUNGERT

Department of Public Works

APPR.

L. Balderrama, PE, City Engineer

STANDARD PLAN

PLATE 836

SHEET 1 OF 1

## Addendum to Landscape Assessment Districts Contract

1. Contractor is required to provide detailed monthly work schedule for ongoing monthly service contract.  
Contractor is required to provide a timeline detailing the work/schedule of maintenance activities to be performed at least 15 days prior to the commencement of each coming month.
2. Whenever the Contractor is required to detour traffic, Contractor shall submit three drawing of the proposed detour to the City's Traffic Engineer five working days prior to the date when the detour is to be implemented. The Contractor shall revise the plan in accordance with the directions of the City's Traffic Engineer. The Contractor shall not implement a detour without prior approval of the detour plan by the City's Traffic Engineer. All detours shall be installed and maintained at all times in accordance with the approved plan.

## WINGFIELD WEST – DISTRICT 55

Please refer requests for clarification of technical requirements to:

Sergio Cervantes, Parks Maintenance Supervisor  
City of Oxnard  
General Services/Landscape Maintenance District  
1060 Pacific Avenue, Bldg. 3  
Oxnard, California 93030  
(805) 385-7950

### **Add Alternate**

#### A. Fertilization:

All turf, shrubbery and groundcover shall be fertilize according to the service level. 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 Maintenance Services Manager 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 Maintenance Services Manager 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 Maintenance Services Manager or his representative. Contractor may be required to deviate from this schedule upon written notification by Maintenance Services Manager or his representative. Turf bid shall be total cost basis. Shrubs and groundcover shall be total cost basis .

#### B. Soil Aerification:

The contractor shall be responsible for soil aerification at the direction of staff. Bid shall be, total cost basis.

#### C. Thatch Removal:

The contractor shall be responsible for the removal of thatch buildup at the direction of staff. Bid shall be, total basis.



D. Pesticide Application:

The contractor shall be responsible for all other not cover under weed and vertebrate control. Bid shall be, hourly rate basis.

E. 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 2006 ANSI A300 standards in conjunction with International Society of Arboriculture Publication "Tree Pruning Guidelines". Pruning, shaping and structuring of trees shall be done as required by service level, 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 Maintenance Services Manager 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 in city maintained planter areas, not in front of residence, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an 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.

Dead or dying palm fronds shall be removed and disposed of weekly. Dying palm fronds shall be pruned in a manner 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. All palms shall be fertilized according to service level per palm. Palm specific fertilizer shall be applied and label followed as applicable by law.

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

The contractor shall be responsible for providing proper traffic control to provide a safe work zone. Bid shall be per tree basis.

F. 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 Maintenance Services Manager or his representative for review and authorization for replanting. When authorized by the Maintenance Services Manager or his representative, the work shall be performed by the contractor who then shall be compensated by the City on a hourly rate basis.

G. 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. Contractor must keep a clean appearance on all light fixtures including touch up paint on a weekly basis. 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.

The contractor shall maintain the parkway lights clean and free of graffiti per service level. Bid shall be, hourly rate basis.

H. Mailbox:

The contractor shall make any repairs as needed. Bid shall be, hourly rate basis.

I. Weather Damage:

The contractor shall correct and repair all weather damage incurred throughout the year by trees, shrubs, mud on sidewalks/gutters/etc. Bid shall be, hourly rate basis.

J. Hardscape/sidewalk:

Contractor shall make repairs or replacement as needed. Bid shall be, sq. ft. basis

K. Graffiti:

Contractor shall remove graffiti as directed by City staff. Bid shall be, hourly rate basis.

L. 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 groundcover for a period of 120 days from date of installation.





# Exhibit A

Exhibit B = N.5.e

## City of Oxnard - Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts

| Turf Maintenance Schedule                                        | Frequency        | Level of Service |   |   |   |   |
|------------------------------------------------------------------|------------------|------------------|---|---|---|---|
|                                                                  |                  | A                | B | C | D | F |
| Mowing, Edging & trimming around sprinklers:                     | Weekly           | X                |   |   |   |   |
|                                                                  | Every two weeks  |                  | X |   |   |   |
|                                                                  | Every third week |                  |   | X |   |   |
| No Mowing or Edging. Keep sprinklers clear of obstructions only: | Monthly          |                  |   |   | X |   |
|                                                                  | Quarterly        |                  |   |   |   | X |
| Aerate to reduce compaction and stress:                          | 3x year          | X                |   |   |   |   |
|                                                                  | Annually         |                  |   | X |   |   |
|                                                                  | Not performed    |                  |   |   |   | X |
| Dethatch (removing thatch layer to improve growth):              | Annually         | X                |   |   |   |   |
|                                                                  | Not performed    |                  |   |   |   | X |
| Overseed stressed areas:                                         | Annually         | X                |   |   |   |   |
|                                                                  | Not performed    |                  |   |   |   | X |

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

| Trash and Debris Removal                                                      | Frequency   | Level of Service |   |   |   |   |
|-------------------------------------------------------------------------------|-------------|------------------|---|---|---|---|
|                                                                               |             | A                | B | C | D | F |
| Entire area including but not limited to: Turf, Shrubs, Ground Cover, Gutters | Daily       | X                |   |   |   |   |
|                                                                               | 2x per week |                  | X |   |   |   |
|                                                                               | Weekly      |                  |   | X |   |   |
|                                                                               | Monthly     |                  |   |   | X |   |
|                                                                               | As Required |                  |   |   |   | X |
| For public health and safety only                                             |             |                  |   |   |   |   |

| Weed and Pest Control Schedule                                                                      | Frequency                | Level of Service |   |   |   |   |
|-----------------------------------------------------------------------------------------------------|--------------------------|------------------|---|---|---|---|
|                                                                                                     |                          | A                | B | C | D | F |
| Complete control and/or eradication of all plant pests and weeds within the landscape as scheduled. | Consistently neat/weekly | X                |   |   |   |   |
|                                                                                                     | Every two weeks          |                  | X |   |   |   |
|                                                                                                     | Monthly                  |                  |   | X |   |   |
|                                                                                                     | Quarterly                |                  |   |   | X |   |
|                                                                                                     | As Required              |                  |   |   |   | X |
| For public health and safety purposes only                                                          |                          |                  |   |   |   |   |

| Pruning and Trimming Schedule    | Frequency                                                                                        | Level of Service |   |   |   |   |
|----------------------------------|--------------------------------------------------------------------------------------------------|------------------|---|---|---|---|
|                                  |                                                                                                  | A                | B | C | D | F |
| Ground Cover                     | Consistently neat                                                                                | X                |   |   |   |   |
|                                  | Monthly                                                                                          |                  | X |   |   |   |
|                                  | Bimonthly                                                                                        |                  |   | X |   |   |
|                                  | Quarterly                                                                                        |                  |   |   | X |   |
|                                  | Annually                                                                                         |                  |   |   |   | X |
| Vines                            | Consistently neat                                                                                | X                |   |   |   |   |
|                                  | Semi-annually                                                                                    |                  | X |   |   |   |
|                                  | Annually                                                                                         |                  |   | X |   |   |
|                                  | Upon property owner request to remove encroaching vines or becoming a public hazard <sup>1</sup> |                  |   |   | X |   |
| Shrubs                           | Maintain vines in a manner which prevents public hazards <sup>1</sup>                            |                  |   |   |   | X |
|                                  | Selectively prune as required to prevent encroachment and maintain natural form                  | X                |   |   |   |   |
|                                  | Shear to maintain neat appearance and prevent encroachment                                       |                  | X |   |   |   |
|                                  | Shear semi-annually to prevent encroachment                                                      |                  |   | X |   |   |
|                                  | Shear any shrub that encroaches upon improvements or creates a public hazard <sup>1</sup>        |                  |   |   | X |   |
| Trees                            | Maintain shrubs in a manner which prevents public hazards <sup>1</sup>                           |                  |   |   |   | X |
|                                  | Maintain all trees in their Natural Shape                                                        | X                |   |   |   |   |
|                                  | Maintain all trees in their Natural Shape to 13.5' feet above street and 9" above Sidewalk       |                  | X |   |   |   |
|                                  | Maintain all trees in a safe condition to 13.5' feet above street and 9" above Sidewalk          |                  |   | X |   |   |
| Report Encroachments or Hazards: |                                                                                                  |                  |   |   |   | X |

1. Public hazards include but are not limited to: obstruction of traffic sight lines and encroachment of sidewalks below ADA minimums.



# Exhibit A

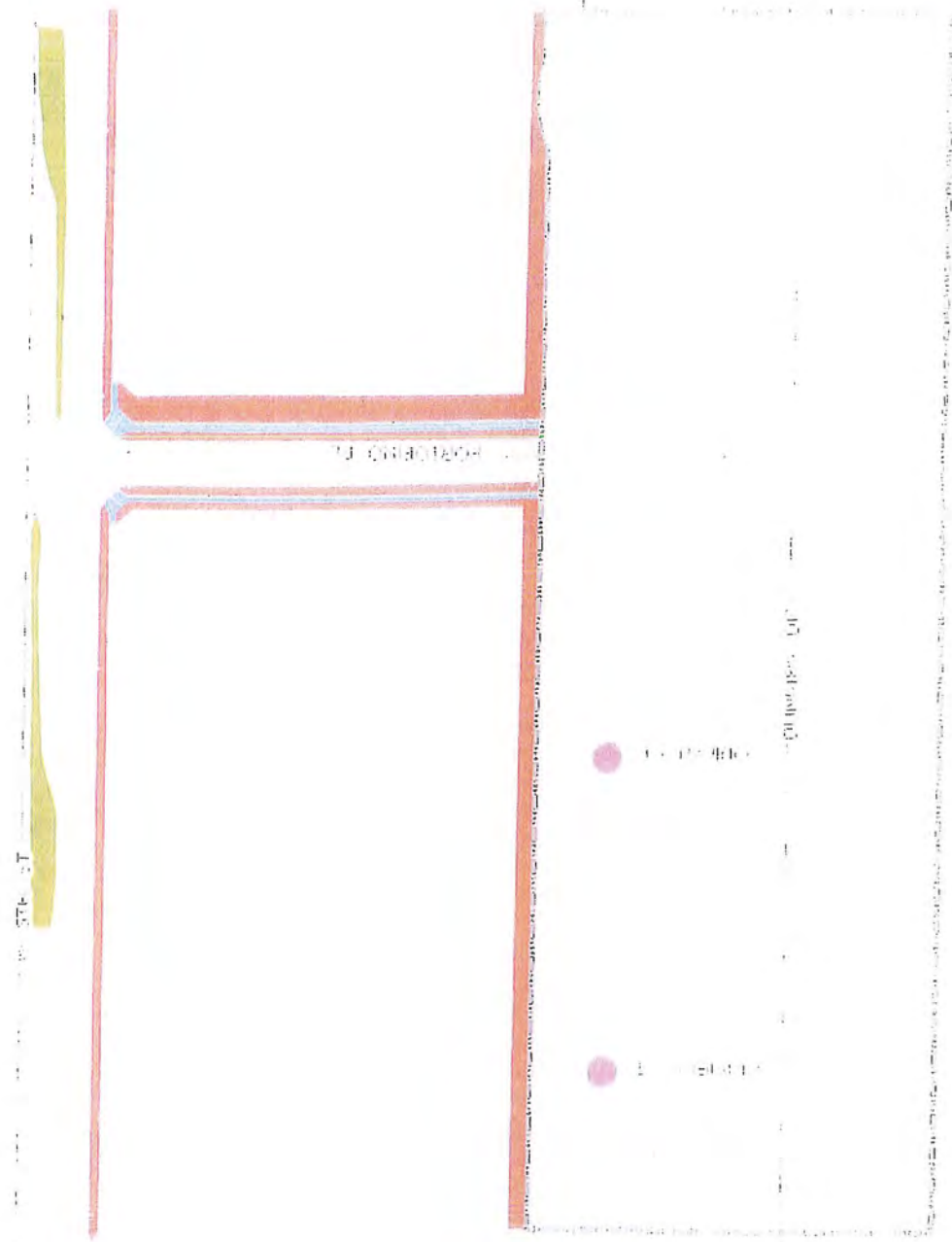
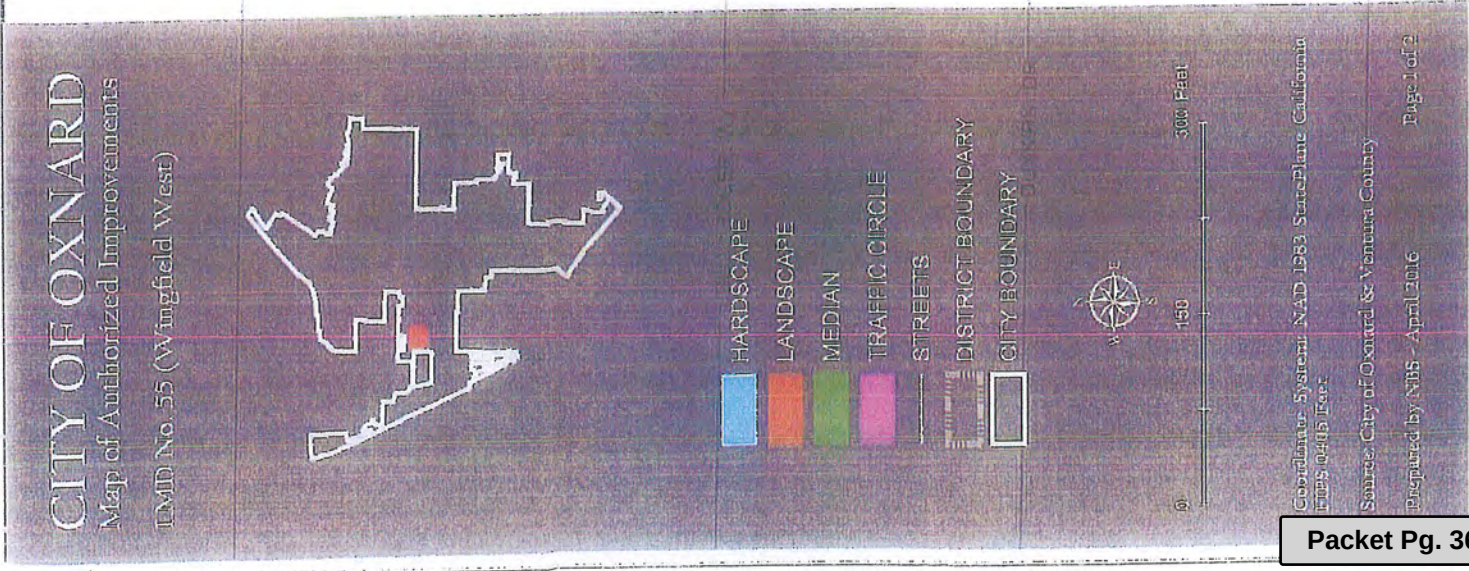
N.5.e

## City of Oxnard - Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts

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

| Irrigation                          | Frequency            | Level of Service |   |   |   |   |
|-------------------------------------|----------------------|------------------|---|---|---|---|
|                                     |                      | A                | B | C | D | F |
| Inspect and adjust/repair as needed | Weekly               | X                |   |   |   |   |
|                                     | Every two weeks      |                  | X |   |   |   |
|                                     | Monthly              |                  |   | X |   |   |
|                                     | Quarterly            |                  |   |   | X |   |
|                                     | Respond to Complaint |                  |   |   |   | X |

| Need to have an increasing fund balance for the following Items | Frequency |  |
|-----------------------------------------------------------------|-----------|--|
| Plant Material Replacement                                      | Annually  |  |
| Vandalism Repair                                                | As needed |  |
| Playground Repair                                               | As needed |  |
| Security Light Repair                                           | As needed |  |
| Irrigation Hardware (controller/enclosure/Backflow) Replacement | As needed |  |
| Sidewalk Repair                                                 | As needed |  |
| Fence Repair                                                    | As needed |  |
| Community Mailbox Repair/Replacement                            | As needed |  |

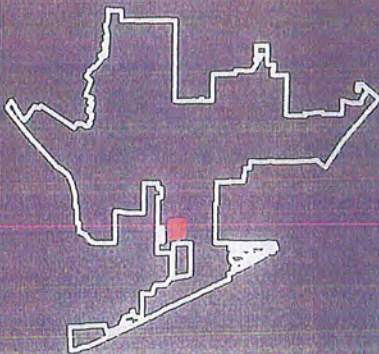




# CITY OF OXNARD

Map of Authorized Improvements

LMID No. 55 (Wingfield West)



TREES

STREETS

DISTRICT BOUNDARY

CITY BOUNDARY



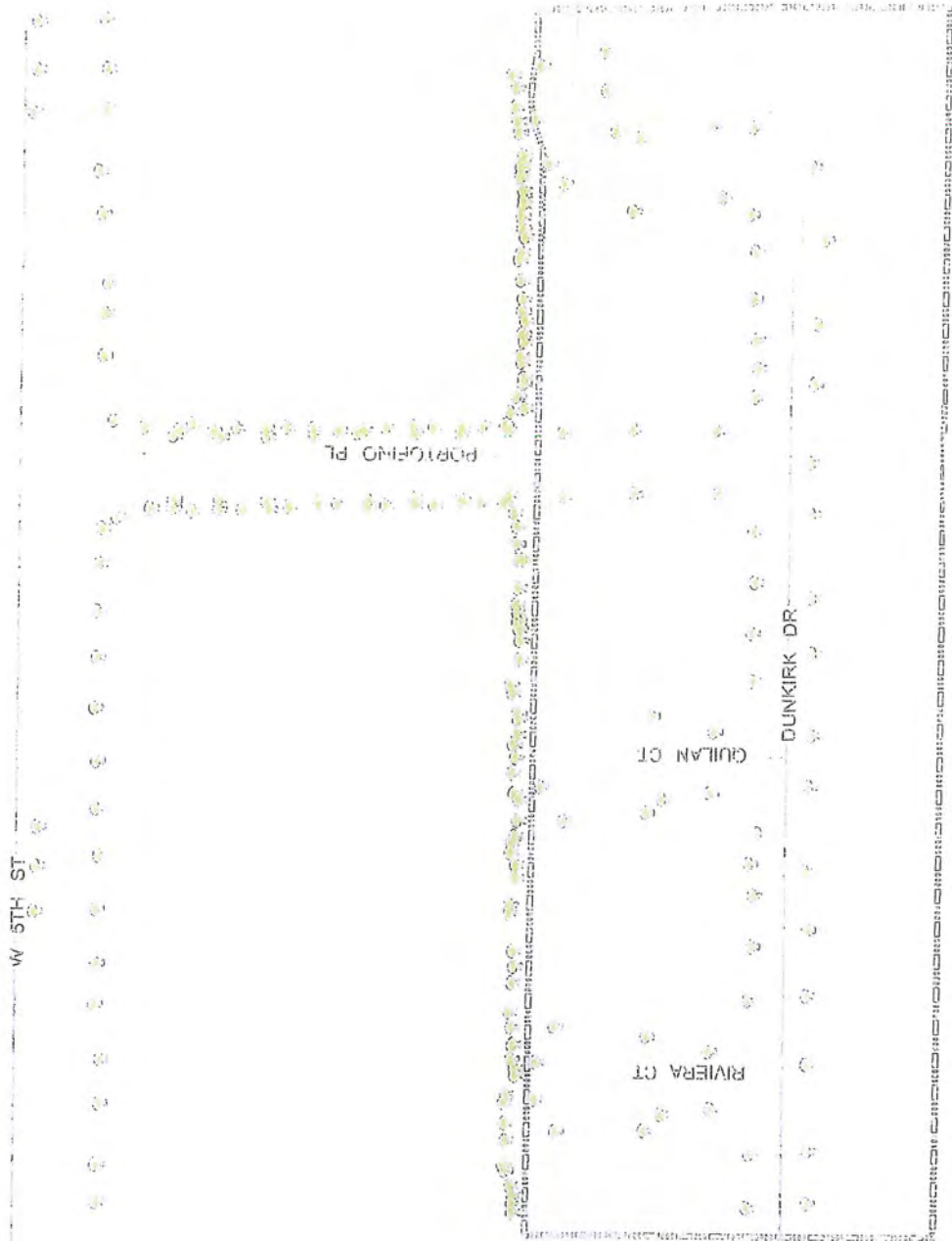
0 150 300 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - April 2016

Page 2 of 2



MONTE CARLO DR



**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. 7455-16-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). 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.

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<br>[x] COMMERCIAL GENERAL LIABILITY<br>[x] CLAIMS MADE [x] OCCUR<br>[x] OWNER'S & CONTRACTOR'S PROT            |               |                                  |                                   | GENERAL AGGREGATE \$1,000,000<br>PRODUCTS COMP/OP AGG \$1,000,000<br>PERSONAL & ADV. INJURY \$1,000,000<br>EACH OCCURRENCE \$1,000,000<br>FIRE DAMAGE (Any one fire) \$<br>MED. EXPENSE (Any one person) \$ |
| A      | AUTOMOBILE LIABILITY<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY |               |                                  |                                   | COMBINED SINGLE \$1,000,000<br>LIMIT<br>BODILY INJURY \$<br>(Per person)<br>BODILY INJURY \$<br>(Per accident)<br>PROPERTY DAMAGE \$                                                                        |
| A      | EXCESS LIABILITY<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM                                                                    |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                          |
| A      | WORKERS' COMPENSATION<br>AND<br>EMPLOYERS' LIABILITY                                                                             |               |                                  |                                   | STATUTORY LIMITS<br>EACH ACCIDENT \$1,000,000<br>DISEASE-POLICY LIMIT \$1,000,000<br>DISEASE-EACH EMPLOYEE \$1,000,000                                                                                      |
| A      | OTHER                                                                                                                            |               |                                  |                                   |                                                                                                                                                                                                             |

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

## CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. 7455-16-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

Rev 5/16



| <b>AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT<br/>FOR THE CITY OF OXNARD (the "City")</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>SUBMIT IN DUPLICATE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <b>PRODUCER</b><br><br>Telephone: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ENDORSEMENT NO. _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ISSUE DATE (MM/DD/YY) _____ |
| <b>NAMED INSURED</b><br><br>_____<br><br>_____<br><br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>POLICY INFORMATION:</b><br>Insurance Company: _____<br>Policy No.: _____<br>Policy Period: (from) _____ (to) _____<br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits<br><br><input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____<br>with an Aggregate of \$ _____ applies to _____<br>coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim _____ (which) _____<br><br><b>APPLICABILITY.</b> This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered:<br><br>_____<br><br><b>CITY AGREEMENTS/PERMITS</b><br><br>_____ |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                             |
| <b>TYPE OF INSURANCE</b><br><input type="checkbox"/> COMMERCIAL AUTO POLICY<br><input type="checkbox"/> BUSINESS AUTO POLICY<br><input type="checkbox"/> OTHER _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>OTHER PROVISIONS</b><br><br>_____<br><br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                    |                             |
| <b>LIMIT OF LIABILITY</b><br><br>\$ _____ per accident, for bodily injury and property damage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance.<br><br>Name: _____<br>Address: _____<br><br>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:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                             |
| <ol style="list-style-type: none"> <li>1. <b>INSURED.</b> 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.</li> <li>2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.</li> <li>3. <b>SEVERABILITY OF INTEREST.</b> This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.</li> <li>4. <b>CANCELLATION NOTICE.</b> With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.</li> <li>5. <b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.</li> <li>6. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:               <ol style="list-style-type: none"> <li>a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or</li> <li>b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).</li> </ol> </li> </ol> <p>Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                             |
| <b>ENDORSEMENT HOLDER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                             |
| <b>CITY OF OXNARD</b><br><b>Attn: Risk Manager</b><br><br><b>Reference No. 7455-16-CM</b><br><br><b>300 W. Third Street, Suite 302</b><br><b>Oxnard, CA 93030</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>AUTHORIZED REPRESENTATIVE</b><br><br><input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br><br>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.<br><br>Signature _____<br><div style="text-align: center;">(original signature required)</div><br><br>Telephone: ( ) _____ Date Signed _____ |                             |





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
05/26/2016

|                                                                                                                                 |  |                                                                                                                                                                                                               |                |
|---------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>PRODUCER</b><br>Francisco W. Coronel<br>5700 Ralston St. #120<br>Ventura, CA 93003<br>Ph: (805) 639-9452 Fax: (866) 804-8966 |  | THIS CERTIFICATION 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. |                |
| <b>INSURED</b><br>Kaneko Landscaping Services, Inc.<br>P.O. Box 7198<br>Oxnard, CA 93031                                        |  | <b>INSURERS AFFORDING COVERAGE</b>                                                                                                                                                                            | <b>NAIC #</b>  |
|                                                                                                                                 |  | INSURER A: Truck Insurance Exchange                                                                                                                                                                           | 21709 <i>A</i> |
|                                                                                                                                 |  | INSURER B: Farmers Insurance Exchange                                                                                                                                                                         | 21652 <i>A</i> |
|                                                                                                                                 |  | INSURER C: Mid Century Insurance Company                                                                                                                                                                      | 21687 <i>A</i> |
|                                                                                                                                 |  | INSURER D:                                                                                                                                                                                                    |                |
|                                                                                                                                 |  | INSURER E:                                                                                                                                                                                                    |                |

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR/AGG/LTR/INSRD | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                             | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C                  | <input checked="" type="checkbox"/> GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | 606279833     | 06/01/2016                         | 06/01/2017                          | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COM/PROP AGG \$ 4,000,000 |
| C                  | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                          | 606279833     | 06/01/2016                         | 06/01/2017                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
|                    | <input type="checkbox"/> GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                                                |               |                                    |                                     | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$                                                                                                                                                                   |
| A                  | <input checked="" type="checkbox"/> EXCESS / UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE \$<br>RETENTION \$                                                                                                                                                                            | 606279836     | 06/01/2016                         | 06/01/2017                          | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000                                                                                                                                                                                    |
| B                  | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in RH)<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER                                                                                                  | A09482310     | 10/23/2015                         | 10/23/2016                          | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                          |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

 RE: All landscape operations performed by or on behalf of the named insured.  
 Contract# 862-00-PW

## CERTIFICATE HOLDER

|                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Oxnard<br>Attn: Parks Dept.<br>300 W. Third Street, Suite 302<br>Oxnard, CA 93030 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE <i>[Signature]</i> |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

ACORD 25 (2009/01)

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The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: 60627-98-33

BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

**SCHEDULE\*****Name Of Person Or Organization:****CITY OF OXNARD****ATTN: RISK MANAGER**

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph C. Who Is An Insured in the Businessowners Liability Coverage Form:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.

| GENERAL LIABILITY SPECIAL ENDORSEMENT<br>FOR THE CITY OF OXNARD (the "City")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | SUBMIT IN DUPLICATE                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| PRODUCER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | POLICY INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| <b>Francisco Coronel</b><br>5700 Ralston St. #120<br>Ventura, CA 93003<br>Telephone: (805) 639-9452                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | Insurance Company: <b>Mid Century Insurance</b><br>Policy No.: <b>0062-79833</b><br>Policy Period (from) <b>6/1/16</b> (to) <b>6/1/17</b><br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits                                                                                                                                                                                                  |  |
| NAMED INSURED<br><b>Kaneko Landscaping Services, Inc.</b><br>P.O. Box 7198<br>Oxnard, CA 93031                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | 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 <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered:                                                                                                                                                   |  |
| TYPE OF INSURANCE<br><input checked="" type="checkbox"/> GENERAL LIABILITY<br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY<br><input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | CITY AGREEMENTS/PERMITS                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| COVERAGES<br><input checked="" type="checkbox"/> GENERAL<br><input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS<br><input checked="" type="checkbox"/> PERSONAL & ADVERTISING INJURY<br><input checked="" type="checkbox"/> FIRE DAMAGE<br><input type="checkbox"/> _____<br><input type="checkbox"/> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | OTHER PROVISIONS<br>Underwriter's representative for claims pursuant to this insurance.<br>CLAIMS: <b>Francisco Coronel</b><br>Name: _____<br>Address: <b>5700 Ralston St. #120</b><br><b>Ventura, CA 93003</b><br>Telephone: <b>805 639-9452</b>                                                                                                                                                                                                                |  |
| 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. <b>INSURED.</b> The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.<br>2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.<br>3. <b>SEVERABILITY OF INTEREST.</b> This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.<br>4. <b>CANCELLATION NOTICE.</b> With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.<br>5. <b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.<br>6. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:<br>a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or<br>b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.<br>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. |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| <b>ENDORSEMENT HOLDER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| <b>CITY OF OXNARD</b><br>Attn: Risk Manager<br>Reference No. _____<br>300 W. Third Street, Suite 302<br>Oxnard, CA 93030                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | <b>AUTHORIZED REPRESENTATIVE</b><br><input checked="" type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br><b>Francisco Coronel</b> (print 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.<br>Signature: _____<br>(original signature required)<br>Telephone: (    )    Date Signed: <b>6/9/2016</b> |  |



| <b>AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT</b><br><b>FOR THE CITY OF OXNARD (the "City")</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                   | <b>SUBMIT IN DUPLICATE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b> <i>Francisco Coronel</i><br><i>5700 Ralston St. #120</i><br><i>Ventura, CA 93003</i><br>Telephone: <i>(805) 639-9452</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                   | <b>POLICY INFORMATION:</b><br>Insurance Company: <i>Mid Century Insurance Co.</i><br>Policy No.: <i>606279873</i> (to) <i>6/1/17</i><br>Policy Period: (from) <i>6/1/17</i><br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits                                                                                                                                                                                                                                                 |  |
| <b>NAMED INSURED</b><br><i>Kaneko Landscaping Services, Inc.</i><br><i>P.O. Box 7198</i><br><i>Oxnard, CA 93031</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____<br>with an Aggregate of \$ _____ applies to coverage. <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <b>APPLICABILITY.</b> This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> In which case only the following specific agreements and permits with the City are covered:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <b>CITY AGREEMENTS/PERMITS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <b>TYPE OF INSURANCE</b><br><input checked="" type="checkbox"/> COMMERCIAL AUTO POLICY<br><input checked="" type="checkbox"/> BUSINESS AUTO POLICY<br><input type="checkbox"/> OTHER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                   | <b>OTHER PROVISIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <b>LIMIT OF LIABILITY</b><br>\$ <u><i>1,000,000</i></u> per accident, for bodily injury and property damage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                   | <b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance.<br>Name: <i>Francisco Coronel</i><br>Address: <i>5700 Ralston St. #120</i><br><i>Ventura, CA 93003</i><br>Telephone: ( ) <i>(805) 639-9452</i>                                                                                                                                                                                                                                                                                                                 |  |
| 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:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <ol style="list-style-type: none"> <li>1. <b>INSURED.</b> 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.</li> <li>2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.</li> <li>3. <b>SEVERABILITY OF INTEREST.</b> This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.</li> <li>4. <b>CANCELLATION NOTICE.</b> With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.</li> <li>5. <b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.</li> <li>6. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:               <ol style="list-style-type: none"> <li>a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or</li> <li>b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).</li> </ol> </li> </ol> 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. |                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <b>ENDORSEMENT HOLDER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <b>CITY OF OXNARD</b><br><b>Attn: Risk Manager</b><br>Reference No. _____<br><b>300 W. Third Street, Suite 302</b><br><b>Oxnard, CA 93030</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                   | <b>AUTHORIZED REPRESENTATIVE</b><br><input checked="" type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br><i>Francisco Coronel</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.<br>Signature:  (original signature required)<br>Telephone: ( ) _____ Date Signed: <i>6/9/2016</i> |  |



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

**E3306**  
1st Edition

06/07/16  
Effective Date

60627-98-33  
Policy Number

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS - BP 00 09

**SCHEDULE**

**Name of Person or Organization:**

**CITY OF OXNARD ATTN: RISK MANAGER**

(If no entry appears above, information required to complete this Endorsement must be shown in the Declarations as applicable to this endorsement.)

The provisions of the Businessowners Common Policy Conditions are modified by this endorsement as follows:

**Condition K. Transfer Of Rights Of Recovery Against Others To Us** in the Businessowners Common Policy Conditions is amended by the addition of the following:

3. We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.





WC 99 06 19

**WORKERS' COMPENSATION AND EMPLOYERS'  
LIABILITY INSURANCE POLICY**

Named • KANEKO LANDSCAPING SERVICES IN  
Insured •  
• 655 PACIFIC AVE  
• OXNARD CA 93030

Agent

30-61-302

A0948-23-10

2015

Effective

Date 10/23/15

Policy Number  
of the CompanyPolicy  
Year

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization for which you perform work under a written contract that requires you to obtain this agreement from us.

The additional premium for this endorsement shall be 3.0 % of the Workers' Compensation premium otherwise due for the state(s) listed below on such remuneration, subject to a minimum charge of 3%.

All written contracts in the state(s) of:

CA

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Countersigned

  
Authorized Representative

934309 1ST EDITION 9/07  
W0905198

J5389121 PAGE 1 OF 1

**AGREEMENT FOR TRADE SERVICES  
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/15)**

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, this 23<sup>rd</sup> day of May, 2016, by and between the City of Oxnard ("City") and Kaneko Landscaping Services, Inc. ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Landscape maintenance services in Golden State Self Storage District 57, as set forth in Exhibit B (the "Services").

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on July 1, 2016, and shall end on June 30, 2019. 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 the 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.

4. City shall pay Vendor an amount not to exceed \$9,864 per year for the Services performed during the term of this Agreement. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors 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 Vendor, its employees, subcontractors, agents and sub-vendors. Vendor 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 Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

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 A**. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.92 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, 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. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the “**Indemnified Party**”) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor’s performance of this Agreement or Vendor’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. Vendor’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 the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Vendor’s duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor 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 the Indemnified Party shall not relieve Vendor from its separate and distinct obligation to defend the Indemnified Party. 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 Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys’ fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

7. Vendor shall continuously maintain adequate protection of all of 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.

8. a. Vendor shall obtain and maintain during the performance of the 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 the 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.

9. In performing the 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.

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

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

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



13. Any notices to Vendor may be delivered personally or by mail addressed to: Kaneko Landscape Services, Inc., PO Box 7198, Oxnard, CA 93031. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Public Works Department, 305 W. Third Street, 2<sup>nd</sup> Floor, Oxnard, CA, 93030, Attention: Ralph Alamillo.

14. 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.

15. 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 the 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

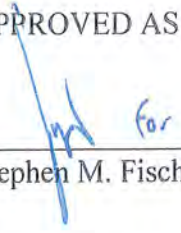
VENDOR

\_\_\_\_\_  
Greg Nyhoff, City Manager

  
\_\_\_\_\_  
Jon Kaneko, Owner

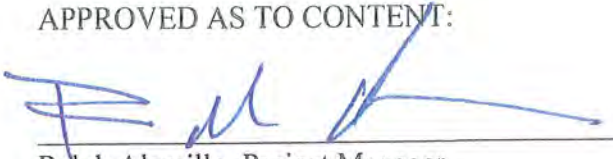
APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Stephen M. Fischer, City Attorney

  
\_\_\_\_\_  
Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ralph Alamillo, Project Manager



## EXHIBIT A

### 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.
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 1** 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****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. (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.



**CITY OF OXNARD LIVING WAGE REQUIREMENTS  
EFFECTIVE JULY 1, 2015**

17. 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 **\$14.92 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2016, 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.

e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

## EXHIBIT B



**GOLDEN STATE SELF STORAGE – DISTRICT 57**

Please refer requests for clarification of technical requirements to:

Sergio Cervantes, Parks Maintenance Supervisor  
City of Oxnard  
General Services/Landscape Maintenance District  
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 materials, supervision, labor, 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 City business license and all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Contractor is required to register with County Agriculture Commissioner's Office before applying any chemical.

E. Taxes:

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

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. If contractor fails to make necessary corrections, the City will have it replaced at the contractor's expense.

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. Contracted area:

The contractor is to maintain the landscape parkway areas designated in the attached exhibit.

I. 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 Maintenance Services Manager 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.

J. Work logs:

(Please read and sign. Bid will not be accepted without signature)

The contractor shall provide a detailed work log of the work completed for the stated time period on the work log. The work log must be verified by City staff, that the work stated was completed before the invoice can be paid. If the work was not completed, City has the right to withhold or deduct monies from payment for the work that was not done in said time period. By signing, company representative on behalf of company, is agreeing to this clause. Logs must be turned in one week before end of month.

Company name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

K. Monitoring Device:

Contractor shall be required to supply and operate a monitoring device, such as a smart phone, at all times while servicing City areas. City shall have access to phone app. to be able to monitor crew.

L. 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 or negligence

II. **SPECIAL CONDITIONS**

A. Litter/Debris Control:

All areas of maintenance responsibility shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter (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 as specified by service level and shall include sidewalks adjacent to areas of responsibility. Curb/gutters are to be cleaned at least once per service level.

B. Irrigation:

Irrigation shall be performed as required to maintain proper plant growth in all areas. . . 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 follow the City's watering ordinance The City reserves the right to require contractor to change the watering schedule as necessary.

The contractor shall be responsible for the maintenance and/or replacement of all irrigation systems and appurtenances. 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 Maintenance Services Manager or his representative. All other irrigation replacement shall be subject to approval by the Maintenance Services Manager 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 and to be turned back on and reprogrammed at the end of a rainy period. Contractor shall have staff present to operate system during inspections.



C. 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 Maintenance Services Manager 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 Maintenance Services Manager 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 Maintenance Services Manager or his representative.

D. Vertebrate Control:

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

E. 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 required by service level for natural shape, pest control, and safe flow of pedestrian and vehicle traffic to the satisfaction of the Maintenance Services Manager or his representative. . 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 as required by service level. 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 Maintenance Services Manager 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.

J. 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 and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City.

K. Inspections:

Contractor or representative shall be available to perform regular inspections of the Assessment District with the Maintenance Services Manager or his representative. Inspections shall occur no less than once per month at an agreed upon time.

L. Response and Inquiries:

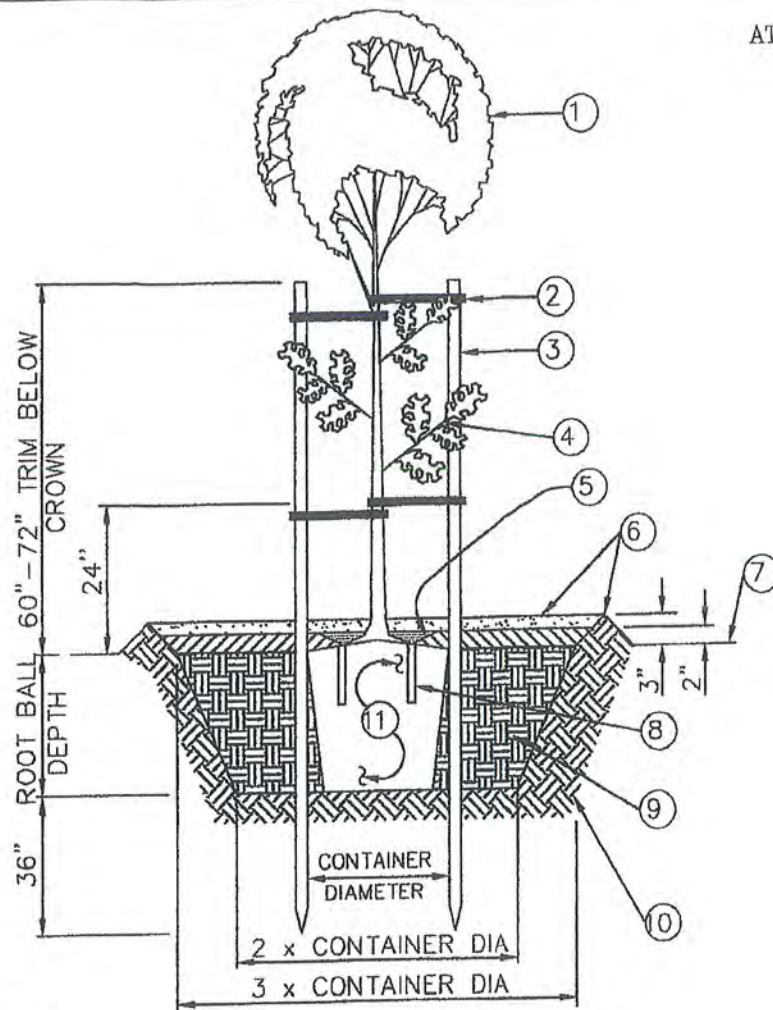
The contractor shall be required to respond (within 60 minutes) to any inquiries, telephone calls, and emergency situations emanating from City staff. The contractor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur on a 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.

M. 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.



## ATTACHMENT 1



- ① TREE CROWN
- ② BLACK RUBBER CINCH TIE PULL TAUT, 4-REQUIRED
- ③ 2" DIA TREATED LODGE POLE PINE TREE STAKE, DRIVE INTO UNDISURBED SOIL, TRIM TOPS OF STAKES AS RQUIRED
- ④ LOWER SCAFFOLD BRANCHES
- ⑤ 2" MULCH LAYER
- ⑥ 3" BERM
- ⑦ FINISH GRADE
- ⑧
- ⑨ PLANTING BACKFILL WITH 12-21 GRAM "BEST" TABS PER 36" BOX TREE  
/or equal  
per MANUF. req.
- ⑩ UNDISTURBED SOIL
- ⑪ ROOT BALL

NOTES:

- 1. REMOVE NURSERY STAKES AT TIME OF PLANTING.
- 2. ROUGHEN SIDES OF PLANT PIT.
- 3. BERM NOT REQUIRED IN EXISTING TURF AREAS.



## TREE PLANTING (STAKING)

DRAWN: A. ROQUE CKD.: D. BUNGERT  
Department of Public Works

APPR. L. Balderroma, PE, City Engineer

STANDARD PLAN

PLATE 836

SHEET 1 OF 1

## Addendum to Landscape Assessment Districts Contract

1. Contractor is required to provide detailed monthly work schedule for ongoing monthly service contract.  
Contractor is required to provide a timeline detailing the work/schedule of maintenance activities to be performed at least 15 days prior to the commencement of each coming month.
2. Whenever the Contractor is required to detour traffic, Contractor shall submit three drawing of the proposed detour to the City's Traffic Engineer five working days prior to the date when the detour is to be implemented. The Contractor shall revise the plan in accordance with the directions of the City's Traffic Engineer. The Contractor shall not implement a detour without prior approval of the detour plan by the City's Traffic Engineer. All detours shall be installed and maintained at all times in accordance with the approved plan.



Exhibits

**GOLDEN STATE SELF STORAGE – DISTRICT 57**

Please refer requests for clarification of technical requirements to:

Sergio Cervantes, Parks Maintenance Supervisor  
 City of Oxnard  
 General Services/Landscape Maintenance District  
 1060 Pacific Avenue, Bldg. 3  
 Oxnard, California 93030  
 (805) 385-7950

**Add Alternate****A. Fertilization:**

All turf, shrubbery and groundcover shall be fertilize according to the service level. 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 Maintenance Services Manager 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 Maintenance Services Manager 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 Maintenance Services Manager or his representative. Contractor may be required to deviate from this schedule upon written notification by Maintenance Services Manager or his representative. Shrub and groundcover bid shall be total cost basis.

**B. Pesticide Application:**

The contractor shall be responsible for all other not cover under weed and vertebrate control. Bid shall be, hourly rate basis.

**C. 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 2006 ANSI A300 standards in conjunction with International Society of Arboriculture Publication "Tree Pruning Guidelines". Pruning, shaping and

structuring of trees shall be done as required by service level, 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 Maintenance Services Manager 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 in city maintained planter areas, not in front of residence, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an 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 in city maintained areas, are to be maintained with a 3' basin.

Dead or dying palm fronds shall be removed and disposed of weekly. Dying palm fronds shall be pruned in a manner 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. All palms

Shall be fertilized according to service level per palm. Palm specific fertilizer shall Be applied and label followed as applicable by law.

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

The contractor shall be responsible for providing proper traffic control as needed  
Bid to be per tree basis.

D. 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 Maintenance Services Manager or his representative for review and authorization for replanting. When authorized by the Maintenance Services Manager or his representative, the work shall be performed by the contractor who then shall be compensated by the City on a hourly rate basis.

E. Hardscape/sidewalk:

Contractor shall make repairs as needed. Bid shall be, sq. ft. basis.

F. Weather Damage:

The contractor shall correct and repair all weather damage incurred throughout the year by trees, shrubs, mud on sidewalks/gutters/etc. Bid shall be, hourly rate basis.

G. Graffiti:

Contractor shall remove graffiti as directed by City staff. Bid shall be, hourly rate basis.

H. 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.



# Exhibit A

Exhibit B.3  
N.5.f

## City of Oxnard - Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts

| Turf Maintenance Schedule                                        |                  | Level of Service |   |   |   |     |
|------------------------------------------------------------------|------------------|------------------|---|---|---|-----|
|                                                                  |                  | Frequency        | A | B | C | D F |
| Mowing, Edging & trimming around sprinklers:                     | Weekly           |                  | X |   |   |     |
|                                                                  | Every two weeks  |                  |   | X |   |     |
|                                                                  | Every third week |                  |   |   | X |     |
| No Mowing or Edging. Keep sprinklers clear of obstructions only: | Monthly          |                  |   |   |   | X   |
|                                                                  | Quarterly        |                  |   |   |   |     |
|                                                                  | 3x year          |                  | X |   |   |     |
| Aerate to reduce compaction and stress:                          | Annually         |                  |   |   | X |     |
|                                                                  | Not performed    |                  |   |   |   | X   |
| Dethatch (removing thatch layer to improve growth):              | Annually         |                  | X |   |   |     |
|                                                                  | Not performed    |                  |   |   |   | X   |
| Overseed stressed areas:                                         | Annually         |                  | X |   |   |     |
|                                                                  | Not performed    |                  |   |   |   | X   |

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

| Trash and Debris Removal                                                      |             | Level of Service |   |   |   |     |
|-------------------------------------------------------------------------------|-------------|------------------|---|---|---|-----|
|                                                                               |             | Frequency        | A | B | C | D F |
| Entire area including but not limited to: Turf, Shrubs, Ground Cover, Gutters | Daily       |                  | X |   |   |     |
|                                                                               | 2x per week |                  |   | X |   |     |
|                                                                               | Weekly      |                  |   |   | X |     |
|                                                                               | Monthly     |                  |   |   |   | X   |
| For public health and safety only                                             | As Required |                  |   |   |   | X   |

| Weed and Pest Control Schedule                                                                      |                          | Level of Service |   |   |   |     |
|-----------------------------------------------------------------------------------------------------|--------------------------|------------------|---|---|---|-----|
|                                                                                                     |                          | Frequency        | A | B | C | D F |
| Complete control and/or eradication of all plant pests and weeds within the landscape as scheduled. | Consistently neat/weekly |                  | X |   |   |     |
|                                                                                                     | Every two weeks          |                  |   | X |   |     |
|                                                                                                     | Monthly                  |                  |   |   | X |     |
|                                                                                                     | Quarterly                |                  |   |   |   | X   |
| For public health and safety purposes only                                                          | As Required              |                  |   |   |   | X   |

| Pruning and Trimming Schedule    |                                                                                                  | Level of Service  |   |   |   |     |
|----------------------------------|--------------------------------------------------------------------------------------------------|-------------------|---|---|---|-----|
|                                  |                                                                                                  | Frequency         | A | B | C | D F |
| Ground Cover                     | Trim to prevent encroachment on hardscape, structures, etc.                                      | Consistently neat | X |   |   |     |
|                                  |                                                                                                  | Monthly           |   | X |   |     |
|                                  |                                                                                                  | Bimonthly         |   |   | X |     |
|                                  |                                                                                                  | Quarterly         |   |   |   | X   |
|                                  |                                                                                                  | Annually          |   |   |   | X   |
| Vines                            | Trim vines to present a neat appearance:                                                         | Consistently neat | X |   |   |     |
|                                  |                                                                                                  | Semi-annually     |   | X |   |     |
|                                  |                                                                                                  | Annually          |   |   | X |     |
|                                  | Upon property owner request to remove encroaching vines or becoming a public hazard <sup>1</sup> |                   |   |   |   | X   |
| Shrubs                           | Maintain vines in a manner which prevents public hazards <sup>1</sup>                            |                   |   |   |   | X   |
|                                  | Selectively prune as required to prevent encroachment and maintain natural form                  |                   | X |   |   |     |
|                                  | Shear to maintain neat appearance and prevent encroachment                                       |                   |   | X |   |     |
|                                  | Shear semi-annually to prevent encroachment                                                      |                   |   |   | X |     |
|                                  | Shear any shrub that encroaches upon improvements or creates a public hazard <sup>1</sup>        |                   |   |   |   | X   |
| Trees                            | Maintain shrubs in a manner which prevents public hazards <sup>1</sup>                           |                   |   |   |   | X   |
|                                  | Maintain all trees in their Natural Shape                                                        |                   | X |   |   |     |
|                                  | Maintain all trees in their Natural Shape to 13.5' feet above street and 9" above Sidewalk       |                   |   | X |   |     |
|                                  | Maintain all trees in a safe condition to 13.5' feet above street and 9" above Sidewalk          |                   |   |   | X |     |
| Report Encroachments or Hazards: |                                                                                                  |                   |   |   |   | X   |

1. Public hazards include but are not limited to: obstruction of traffic sight lines and encroachment of sidewalks below ADA minimums.



# Exhibit A

## City of Oxnard - Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts

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

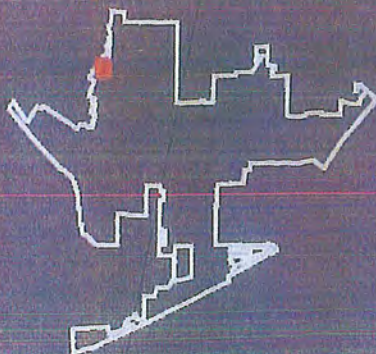
| Irrigation                          | Frequency            | Level of Service |   |   |   |   |
|-------------------------------------|----------------------|------------------|---|---|---|---|
|                                     |                      | A                | B | C | D | F |
| Inspect and adjust/repair as needed | Weekly               | X                |   |   |   |   |
|                                     | Every two weeks      |                  | X |   |   |   |
|                                     | Monthly              |                  |   | X |   |   |
|                                     | Quarterly            |                  |   |   | X |   |
|                                     | Respond to Complaint |                  |   |   |   | X |

| Need to have an increasing fund balance for the following Items | Frequency |  |
|-----------------------------------------------------------------|-----------|--|
| Plant Material Replacement                                      | Annually  |  |
| Vandalism Repair                                                | As needed |  |
| Playground Repair                                               | As needed |  |
| Security Light Repair                                           | As needed |  |
| Irrigation Hardware (controller/enclosure/Backflow) Replacement | As needed |  |
| Sidewalk Repair                                                 | As needed |  |
| Fence Repair                                                    | As needed |  |
| Community Mailbox Repair/Replacement                            | As needed |  |

# CITY OF OXNARD

## Map of Authorized Improvements

LMD No. 57 (Golden State Self Storage)



STREETS

MEDIAN

DISTRICT BOUNDARY

CITY BOUNDARY



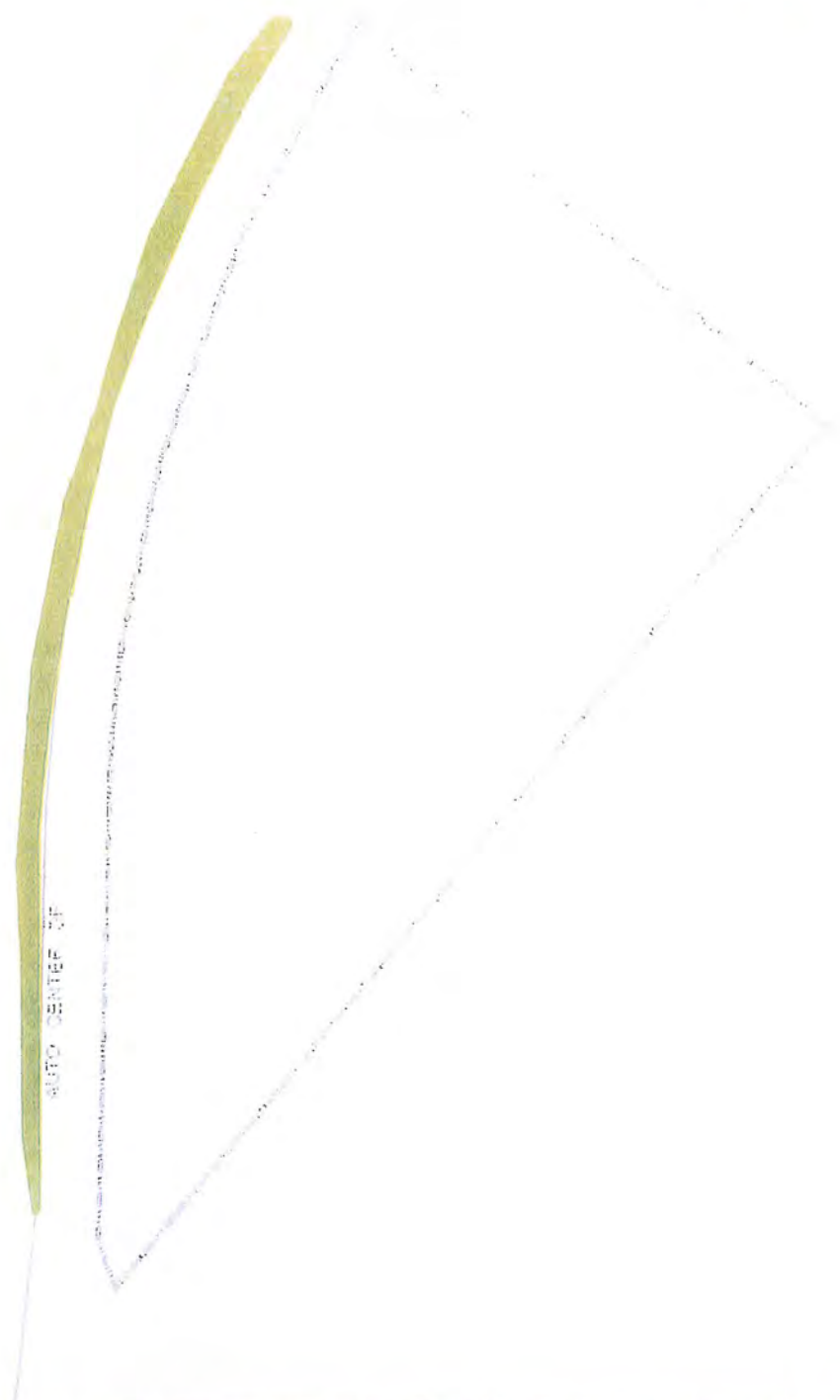
0 125 250 Feet

Coordinate System: NAD 1983 StatePlane, California  
Zone 10403, feet

Prepared by: City of Oxnard & Ventura County

Dated by NRS - April 2016

Page 1 of 2

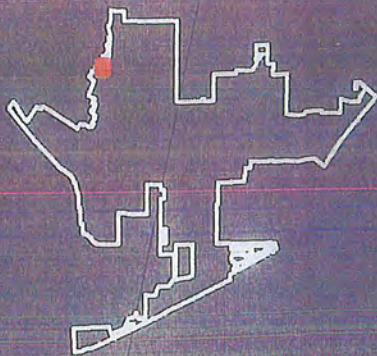




# CITY OF OXNARD

## Map of Authorized Improvements

IMD No. 57 (Golden State Self Storage)



TREES

STREETS

DISTRICT BOUNDARY

CITY BOUNDARY



0 125 250 Feet

Coordinate System: NAD 1983 StatePlane California  
S 0405 Feet

for City of Oxnard & Ventura County

prepared by NBS - April 2016

Page 2 of 2

AUTO CENTER DR



**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. 7457-16-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). 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.

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<br>[x] COMMERCIAL GENERAL LIABILITY<br>[x] CLAIMS MADE [x] OCCUR<br>[x] OWNER'S & CONTRACTOR'S PROT            |               |                                  |                                   | GENERAL AGGREGATE \$1,000,000<br>PRODUCTS COMP/OP AGG \$1,000,000<br>PERSONAL & ADV INJURY \$1,000,000<br>EACH OCCURRENCE \$1,000,000<br>FIRE DAMAGE (Any one fire) \$<br>MED. EXPENSE (Any one person) \$ |
| A      | AUTOMOBILE LIABILITY<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY |               |                                  |                                   | COMBINED SINGLE \$1,000,000<br>LIMIT<br>BODILY INJURY \$<br>(Per person)<br>BODILY INJURY \$<br>(Per accident)<br>PROPERTY DAMAGE \$                                                                       |
| A      | EXCESS LIABILITY<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM                                                                    |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                         |
| A      | WORKERS' COMPENSATION<br>AND<br>EMPLOYERS' LIABILITY                                                                             |               |                                  |                                   | STATUTORY LIMITS<br>EACH ACCIDENT \$1,000,000<br>DISEASE-POLICY LIMIT \$1,000,000<br>DISEASE-EACH EMPLOYEE \$1,000,000                                                                                     |
| A      | OTHER                                                                                                                            |               |                                  |                                   |                                                                                                                                                                                                            |

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

## CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. 7457-16-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

Rev. 5/16



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

ENDORSEMENT NO. \_\_\_\_\_

ISSUE DATE (MM/DD/YY) \_\_\_\_\_

PRODUCER \_\_\_\_\_

**POLICY INFORMATION:**

Insurance Company: \_\_\_\_\_

Policy No.: \_\_\_\_\_

Policy Period: (from) \_\_\_\_\_

(to) \_\_\_\_\_

LOSS ADJUSTMENT EXPENSE \_\_\_\_\_

☐ Included in Limits☐ In Addition to Limits

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

☐ 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. 7457-16-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 \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 05/26/2016

 PRODUCER  
 Francisco W. Coronel  
 5700 Ralston St. #120  
 Ventura, CA 93003  
 Ph: (805) 639-9452 Fax: (866) 804-8966

THIS CERTIFICATION 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.

 INSURED  
 Kanelo Landscaping Services, Inc.  
 P.O. Box 7198  
 Oxnard, CA 93031

| INSURERS AFFORDING COVERAGE              | NAIC #          |
|------------------------------------------|-----------------|
| INSURER A: Truck Insurance Exchange      | 21709 <i>TS</i> |
| INSURER B: Farmers Insurance Exchange    | 21652 <i>A</i>  |
| INSURER C: Mid Century Insurance Company | 21687 <i>A</i>  |
| INSURER D:                               |                 |
| INSURER E:                               |                 |

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR/ADDT<br>LTR/INSRD | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                         | POLICY NUMBER | POLICY EFFECTIVE<br>DATE (MM/DD/YYYY) | POLICY EXPIRATION<br>DATE (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C                      | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | 606279833     | 06/01/2016                            | 06/01/2017                             | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMPROP AGG \$ 4,000,000 |
| C                      | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                               | 606279833     | 06/01/2016                            | 06/01/2017                             | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
|                        | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                                     |               |                                       |                                        | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$                                                                                                                                                                  |
| A                      | EXCESS / UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE \$<br>RETENTION \$                                                                                                                                                                            | 606279836     | 06/01/2016                            | 06/01/2017                             | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000                                                                                                                                                                                   |
| B                      | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER                                                              | A09482310     | 10/23/2015                            | 10/23/2016                             | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

 RE: All landscape operations performed by or on behalf of the named insured.  
 Contract# 862-00-PW

## CERTIFICATE HOLDER

 City of Oxnard  
 Attn: Parks Dept.  
 300 W. Third Street, Suite 302  
 Oxnard, CA 93030

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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POLICY NUMBER: 60627-98-33

BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

**SCHEDULE\*****Name Of Person Or Organization:**

CITY OF OXNARD

ATTN: RISK MANAGER

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph C. **Who Is An Insured** in the Businessowners Liability Coverage Form:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.



[illegible]



Rev. 4/16



WC 99 06 19

**WORKERS' COMPENSATION AND EMPLOYERS'  
LIABILITY INSURANCE POLICY**

Named • KANEKO LANDSCAPING SERVICES INC  
Insured •  
• 655 PACIFIC AVE  
• OXNARD CA 93030

Agent

30-61-302

A0948-23-10

2015

Effective

Date 10/23/15

Policy Number  
of the CompanyPolicy  
Year

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization for which you perform work under a written contract that requires you to obtain this agreement from us.

The additional premium for this endorsement shall be 3.0 % of the Workers' Compensation premium otherwise due for the state(s) listed below on such remuneration, subject to a minimum charge of 3%.

All written contracts in the state(s) of:

CA

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Countersigned

Authorized Representative

934369 1ST EDITION 9-07  
WC9906198

J5389121 PAGE 1 OF 1



**AGREEMENT FOR TRADE SERVICES  
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/15)**

THIS AGREEMENT FOR TRADE SERVICES (“**Agreement**”) is entered into in Ventura County, California, this 23<sup>rd</sup> day of May, 2016, by and between the City of Oxnard (“**City**”) and Kaneko Landscaping Services, Inc. (“**Vendor**”), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Landscape maintenance services in Westwind District 58, as set forth in Exhibit B (the “**Services**”).

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on July 1, 2016, and shall end on June 30, 2019. 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 the 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.

4. City shall pay Vendor an amount not to exceed \$32,940 per year for the Services performed during the term of this Agreement. Vendor’s acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors 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 Vendor, its employees, subcontractors, agents and sub-vendors. Vendor 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 Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

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 A**. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.92 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, 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. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor'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. Vendor'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 the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor 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 the Indemnified Party shall not relieve Vendor from its separate and distinct obligation to defend the Indemnified Party. 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 Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.



c. The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

7. Vendor shall continuously maintain adequate protection of all of 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.

8. a. Vendor shall obtain and maintain during the performance of the 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 the 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.

9. In performing the 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.

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

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

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

13. Any notices to Vendor may be delivered personally or by mail addressed to: Kaneko Landscape Services, Inc., PO Box 7198, Oxnard, CA 93031. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Public Works Department, 305 W. Third Street, 2<sup>nd</sup> Floor, Oxnard, CA, 93030, Attention: Ralph Alamillo.

14. 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.

15. 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 the 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

\_\_\_\_\_  
Greg Nyhoff, City Manager

\_\_\_\_\_  
Jon Kaneko, Owner

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

\_\_\_\_\_  
Risk Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ralph Alamillo, Project Manager

\_\_\_\_\_  
Daniel Rydberg, Public Works Director



## EXHIBIT A

## 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.
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 1** 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****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. (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.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS  
EFFECTIVE JULY 1, 2015**

17. 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 **\$14.92 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2016, 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.

e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

## EXHIBIT B

Exhibit B

**WESTWIND – DISTRICT 58**

---

Please refer requests for clarification of technical requirements to:

Sergio Cervantes, Parks Maintenance Supervisor  
City of Oxnard  
General Services/Landscape Maintenance District  
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 materials, supervision, labor, 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 City business license and all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Contractor is required to register with the County Agriculture Commission's Office before applying any chemical.



E. Taxes:

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

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. If contractor fails to make necessary corrections, the City will have it replaced at the contractor's expense.

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. Contracted area:

The contractor is to maintain the landscape parkway areas designated in the attached exhibit included the park. The parkway in front of residents is not maintained by the City contractor.

I. 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.

J. Work logs:

(Please read and sign. Bid will not be accepted without signature)

The contractor shall provide a detailed work log of the work completed for the stated time period on the work log. The work log must be verified by City staff, that the work stated was completed before the invoice can be paid. If the work was not completed, City has the right to withhold or deduct monies from payment for the work that was not done in said time period. By signing, company representative on behalf of company, is agreeing to this clause.

Company name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

K. Monitoring Device:

Contractor shall be required to supply and operate a monitoring device, such as a smart phone, at all times while servicing City areas. City shall have access to phone app. to be able to monitor crew.

L. 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 or negligence

## II. SPECIAL CONDITIONS

A. Litter/Debris Control:

All areas of maintenance responsibility shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter (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 as specified by service level and shall include sidewalks adjacent to areas of responsibility. Curb/gutters are to be cleaned at least once per service level.

B. Irrigation:

Irrigation shall be performed as required to maintain proper plant growth in all areas. . 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 follow the City's watering ordinance The City reserves the right to require contractor to change the watering schedule as necessary.

The contractor shall be responsible for the maintenance and/or replacement of all irrigation systems and appurtenances. 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 Maintenance Services Manager or his representative. All other irrigation replacement shall be subject to approval by the Maintenance Services Manager 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 and to be turned back on and reprogrammed at the end of a rainy period.



C. 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 Maintenance Services Manager 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 Maintenance Services Manager 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 Maintenance Services Manager or his representative.

D. Vertebrate Control:

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

E. 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 required by service level for natural shape, pest control, and safe flow of pedestrian and vehicle traffic to the satisfaction of the Maintenance Services Manager or his representative. . 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 as required by service level. 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 Maintenance Services Manager 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.

F. 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. Site specific mowing height shall be designated by a Park representative. Mowing shall occur as specified by service level. 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 Maintenance Services Manager 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.

G. Restrooms, Playgrounds and Exercise Stations:

If applicable to the district: Contractor must supply all labor to maintain restrooms, play structures and exercise stations on a daily basis.

The restrooms must be inspected and maintained twice daily including weekends and Holidays. The play structures and exercise stations must be inspected daily to ensure its good and safe operating condition. Any corrective action must be brought up to the City's attention in a timely manner. The contractor shall also submit daily inspection logs periodically.

H. Benches, Picnic Tables, Trash Receptacles, Etc.:

Contractor must maintain all benches, picnic tables and trash receptacles as by service level to keep them in good appearance and operating condition. The trash receptacles must be emptied per service level.

I. 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 and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City.

J. Inspections:

Contractor or representative shall be available to perform regular inspections of the Assessment District with the Maintenance Services Manager or his representative. Inspections shall occur no less than once per month at an agreed upon time.

K. Response and Inquiries:

The contractor shall be required to respond (within 60 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.

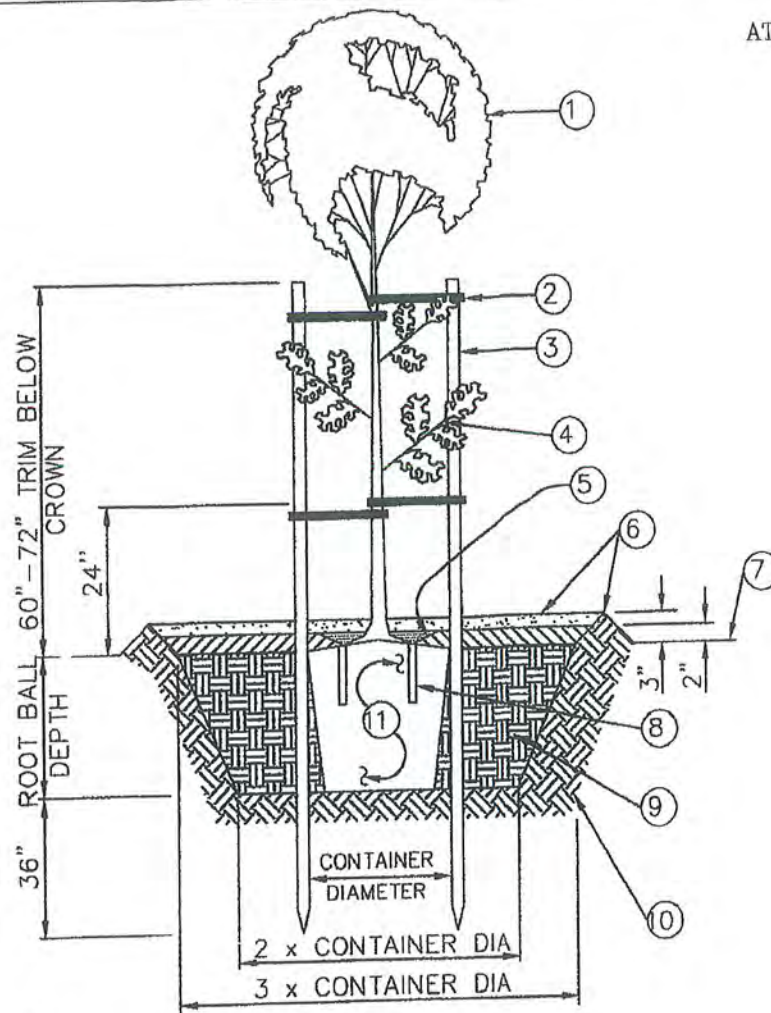
L. Warranties:

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.



M. Park Maintenance shall be bid separately

ATTACHMENT 1



- ① TREE CROWN
- ② BLACK RUBBER CINCH TIE PULL TAUT, 4-REQUIRED
- ③ 2" DIA TREATED LODGE POLE PINE TREE STAKE, DRIVE INTO UNDISURBED SOIL, TRIM TOPS OF STAKES AS RQUIRED
- ④ LOWER SCAFFOLD BRANCHES
- ⑤ 2" MULCH LAYER
- ⑥ 3" BERM
- ⑦ FINISH GRADE
- ⑧
- ⑨ PLANTING BACKFILL WITH 12-21 GRAM "BEST" TABS PER 36" BOX TREE  
/or equal  
per MANUF. req.
- ⑩ UNDISTURBED SOIL
- ⑪ ROOT BALL

**NOTES:**

1. REMOVE NURSERY STAKES AT TIME OF PLANTING.
2. ROUGHEN SIDES OF PLANT PIT.
3. BERM NOT REQUIRED IN EXISTING TURF AREAS.

**TREE PLANTING (STAKING)**

DRAWN: A. ROQUE CKD.: D. BUNGERT

Department of Public Works

APPR.

L. Balderama, PE, City Engineer

STANDARD PLAN

PLATE 836

SHEET 1 OF 1

Exhibit B1

## Addendum to Landscape Assessment Districts Contract

1. Contractor is required to provide detailed monthly work schedule for ongoing monthly service contract.  
Contractor is required to provide a timeline detailing the work/schedule of maintenance activities to be performed at least 15 days prior to the commencement of each coming month.
2. Whenever the Contractor is required to detour traffic, Contractor shall submit three drawing of the proposed detour to the City's Traffic Engineer five working days prior to the date when the detour is to be implemented. The Contractor shall revise the plan in accordance with the directions of the City's Traffic Engineer. The Contractor shall not implement a detour without prior approval of the detour plan by the City's Traffic Engineer. All detours shall be installed and maintained at all times in accordance with the approved plan.

**WESTWIND – DISTRICT 58**

Please refer requests for clarification of technical requirements to:

Sergio Cervantes, Parks Maintenance Supervisor  
City of Oxnard  
General Services/Landscape Maintenance District  
1060 Pacific Avenue, Bldg. 3  
Oxnard, California 93030  
(805) 385-7950

**Add Alternate****A. Fertilization:**

All turf, shrubbery and groundcover shall be fertilize according to the service level. 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. Turf bid shall be total cost basis. Shrubs and groundcover bid shall be total cost basis.

**B. Soil Aerification:**

The contractor shall be responsible for soil aerification at the direction of staff.  
Bid to shall be, total cost basis.

**C. Thatch Removal:**

The contractor shall be responsible for the removal of thatch buildup at the direction of staff. Bid shall be, total cost basis.



D. Pesticide Application

The contractor shall be responsible for all other not cover under weed and vertebrate control. Bid shall be, hourly rate basis.

E. 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 2006 ANSI A300 standards in conjunction with International Society of Arboriculture Publication "Tree Pruning Guidelines". Pruning, shaping and structuring of trees shall be done as required by service level, 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 in city maintained planter areas, not in front of residence, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an 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 in city maintained areas, are to be maintained with a 3' basin.

Dead or dying palm fronds shall be removed and disposed of weekly. Dying palm fronds shall be pruned in a manner 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. All palms shall be fertilized according to service level, per palm. Palm specific fertilizer shall be applied and label followed as applicable by law.

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

The contractor shall be responsible for providing proper traffic control to provide a safe work zone. Bid shall be per tree basis.

F. 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. Bid shall be, hourly rate basis.

G. 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. Contractor must keep a clean appearance on all light fixtures including touch up paint on a weekly basis. 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.

The contractor shall maintain the parkway lights clean and free of graffiti per service level. Bid shall be, hourly rate basis.

H. Hardscape/sidewalk:

The contractor shall make repairs or replacement as needed. Bid shall be sq. ft. basis

I. Weather Damage:

The contractor shall correct and repair all weather damage incurred throughout the year by trees, shrubs, mud on sidewalks/gutters/etc. Bid shall be, hourly rate basis.

J. Graffiti:

The contractor shall remove the graffiti. Bid shall be, hourly rate basis.

K. 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.





# Exhibit A

Exhibit B2

N.5.g

## City of Oxnard - Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts

| Turf Maintenance Schedule                                        | Frequency        | Level of Service |   |   |   |   |
|------------------------------------------------------------------|------------------|------------------|---|---|---|---|
|                                                                  |                  | A                | B | C | D | F |
| Mowing, Edging & trimming around sprinklers:                     | Weekly           | X                |   |   |   |   |
|                                                                  | Every two weeks  |                  | X |   |   |   |
|                                                                  | Every third week |                  |   | X |   |   |
| No Mowing or Edging. Keep sprinklers clear of obstructions only: | Monthly          |                  |   |   | X |   |
|                                                                  | Quarterly        |                  |   |   |   | X |
| Aerate to reduce compaction and stress:                          | 3x year          | X                |   |   |   |   |
|                                                                  | Annually         |                  |   | X |   |   |
|                                                                  | Not performed    |                  |   |   |   | X |
| Dethatch (removing thatch layer to improve growth):              | Annually         | X                |   |   |   |   |
|                                                                  | Not performed    |                  |   |   |   | X |
| Overseed stressed areas:                                         | Annually         | X                |   |   |   |   |
|                                                                  | Not performed    |                  |   |   |   | X |

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

| Trash and Debris Removal                                                      | Frequency   | Level of Service |   |   |   |   |
|-------------------------------------------------------------------------------|-------------|------------------|---|---|---|---|
|                                                                               |             | A                | B | C | D | F |
| Entire area including but not limited to: Turf, Shrubs, Ground Cover, Gutters | Daily       | X                |   |   |   |   |
|                                                                               | 2x per week |                  | X |   |   |   |
|                                                                               | Weekly      |                  |   | X |   |   |
|                                                                               | Monthly     |                  |   |   | X |   |
|                                                                               | As Required |                  |   |   |   | X |
| For public health and safety only                                             |             |                  |   |   |   |   |

| Weed and Pest Control Schedule                                                                      | Frequency                | Level of Service |   |   |   |   |
|-----------------------------------------------------------------------------------------------------|--------------------------|------------------|---|---|---|---|
|                                                                                                     |                          | A                | B | C | D | F |
| Complete control and/or eradication of all plant pests and weeds within the landscape as scheduled. | Consistently neat/weekly | X                |   |   |   |   |
|                                                                                                     | Every two weeks          |                  | X |   |   |   |
|                                                                                                     | Monthly                  |                  |   | X |   |   |
|                                                                                                     | Quarterly                |                  |   |   | X |   |
|                                                                                                     | As Required              |                  |   |   |   | X |
| For public health and safety purposes only                                                          |                          |                  |   |   |   |   |

| Pruning and Trimming Schedule | Frequency                                                                                        | Level of Service |   |   |   |   |
|-------------------------------|--------------------------------------------------------------------------------------------------|------------------|---|---|---|---|
|                               |                                                                                                  | A                | B | C | D | F |
| Ground Cover                  | Consistently neat                                                                                | X                |   |   |   |   |
|                               | Monthly                                                                                          |                  | X |   |   |   |
|                               | Bimonthly                                                                                        |                  |   | X |   |   |
|                               | Quarterly                                                                                        |                  |   |   | X |   |
|                               | Annually                                                                                         |                  |   |   |   | X |
| Vines                         | Consistently neat                                                                                | X                |   |   |   |   |
|                               | Semi-annually                                                                                    |                  | X |   |   |   |
|                               | Annually                                                                                         |                  |   | X |   |   |
|                               | Upon property owner request to remove encroaching vines or becoming a public hazard <sup>1</sup> |                  |   |   | X |   |
|                               | Maintain vines in a manner which prevents public hazards <sup>1</sup>                            |                  |   |   |   | X |
| Shrubs                        | Selectively prune as required to prevent encroachment and maintain natural form                  | X                |   |   |   |   |
|                               | Shear to maintain neat appearance and prevent encroachment                                       |                  | X |   |   |   |
|                               | Shear semi-annually to prevent encroachment                                                      |                  |   | X |   |   |
|                               | Shear any shrub that encroaches upon improvements or creates a public hazard <sup>1</sup>        |                  |   |   | X |   |
|                               | Maintain shrubs in a manner which prevents public hazards <sup>1</sup>                           |                  |   |   |   | X |
| Trees                         | Maintain all trees in their Natural Shape                                                        | X                |   |   |   |   |
|                               | Maintain all trees in their Natural Shape to 13.5' feet above street and 9" above Sidewalk       |                  | X |   |   |   |
|                               | Maintain all trees in a safe condition to 13.5' feet above street and 9" above Sidewalk          |                  |   | X |   |   |
|                               | Report Encroachments or Hazards:                                                                 |                  |   |   |   | X |

1. Public hazards include but are not limited to: obstruction of traffic sight lines and encroachment of sidewalks below ADA minimums.



# Exhibit A

N.5.g

## City of Oxnard - Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts

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

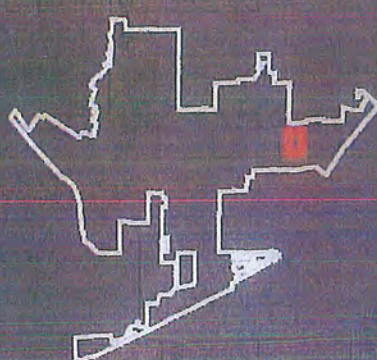
| Irrigation                          | Frequency            | Level of Service |   |   |   |   |
|-------------------------------------|----------------------|------------------|---|---|---|---|
|                                     |                      | A                | B | C | D | F |
| Inspect and adjust/repair as needed | Weekly               | X                |   |   |   |   |
|                                     | Every two weeks      |                  | X |   |   |   |
|                                     | Monthly              |                  |   | X |   |   |
|                                     | Quarterly            |                  |   |   | X |   |
|                                     | Respond to Complaint |                  |   |   |   | X |

| Need to have an increasing fund balance for the following Items |  | Frequency |  |
|-----------------------------------------------------------------|--|-----------|--|
| Plant Material Replacement                                      |  | Annually  |  |
| Vandalism Repair                                                |  | As needed |  |
| Playground Repair                                               |  | As needed |  |
| Security Light Repair                                           |  | As needed |  |
| Irrigation Hardware (controller/enclosure/Backflow) Replacement |  | As needed |  |
| Sidewalk Repair                                                 |  | As needed |  |
| Fence Repair                                                    |  | As needed |  |
| Community Mailbox Repair/Replacement                            |  | As needed |  |

# CITY OF OXNARD

## Map of Authorized Improvements

### IMD No 58 (Westwind)



STREETS

HARDSCAPE

LANDSCAPE

PARK

TRAFFIC CIRCLE

DISTRICT BOUNDARY

CITY BOUNDARY



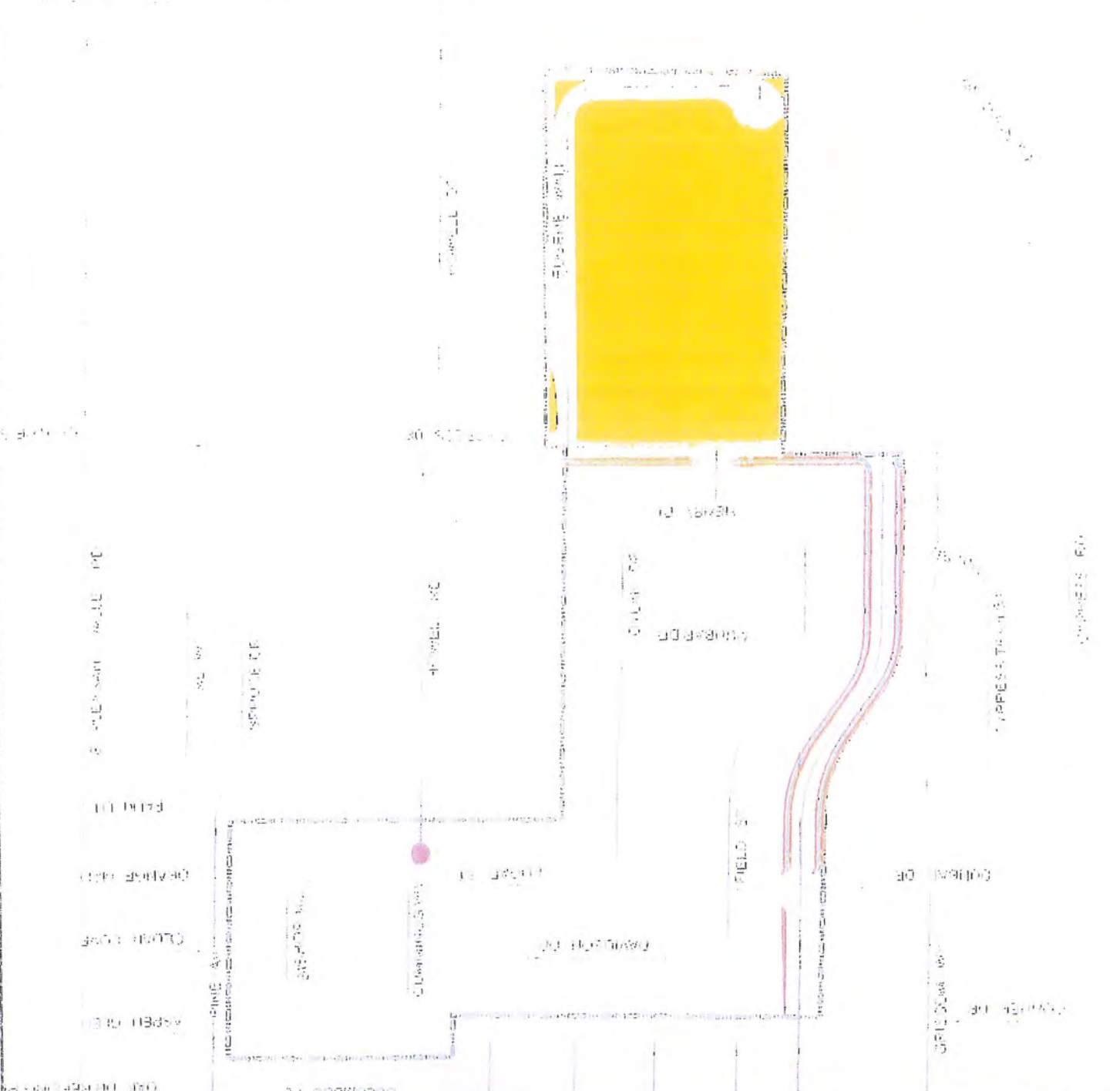
0 250 500 Feet

Reference System: NAD 1983 StatePlane California  
50405 Feet

Source: City of Oxnard & Ventura County

Printed by: NBS - April 2016

Page 1 of 2

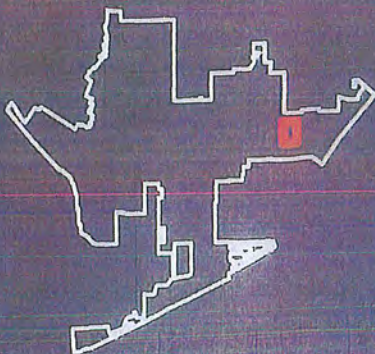




# CITY OF OXNARD

Map of Authorized Improvements

1 MD No 58 (Westwind)



TREES

STREETS

DISTRICT BOUNDARY

CITY BOUNDARY



0 250 500 Feet

Coordinate System: NAD 1983 StatePlane California  
FIPS 4005 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - April 2016

Page 2 of 2





**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. 7458-16-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). 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.

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<br>LTR | TYPE OF INSURANCE                                                                                                                | POLICY NUMBER | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIMITS                                                                                                                                                                                                     |
|-----------|----------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A         | GENERAL LIABILITY<br>[x] COMMERCIAL GENERAL LIABILITY<br>[x] CLAIMS MADE [x] OCCUR<br>[x] OWNER'S & CONTRACTOR'S PROT            |               |                                     |                                      | GENERAL AGGREGATE \$1,000,000<br>PRODUCTS COMP/OP AGG \$1,000,000<br>PERSONAL & ADV INJURY \$1,000,000<br>EACH OCCURRENCE \$1,000,000<br>FIRE DAMAGE (Any one fire) \$<br>MED. EXPENSE (Any one person) \$ |
| A         | AUTOMOBILE LIABILITY<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY |               |                                     |                                      | COMBINED SINGLE \$1,000,000<br>LIMIT<br>BODILY INJURY \$<br>(Per person)<br>BODILY INJURY \$<br>(Per accident)<br>PROPERTY DAMAGE \$                                                                       |
| A         | EXCESS LIABILITY<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM                                                                    |               |                                     |                                      | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                         |
| A         | WORKERS' COMPENSATION<br>AND<br>EMPLOYERS' LIABILITY                                                                             |               |                                     |                                      | STATUTORY LIMITS<br>EACH ACCIDENT \$1,000,000<br>DISEASE-POLICY LIMIT \$1,000,000<br>DISEASE-EACH EMPLOYEE \$1,000,000                                                                                     |
| A         | OTHER                                                                                                                            |               |                                     |                                      |                                                                                                                                                                                                            |

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

CERTIFICATE HOLDER  
City of Oxnard  
Attn: Risk Manager  
Reference No. 7458-16-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

Rev. 5/16



Rev. 5/16





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
05/26/2016

 PRODUCER  
Francisco W. Coronel  
5700 Ralston St. #120  
Ventura, CA 93003  
Ph: (805) 639-9452 Fax: (866) 804-8966

THIS CERTIFICATION 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.

 INSURED  
Kaneko Landscaping Services, Inc.  
P.O. Box 7198  
Oxnard, CA 93031

| INSURERS AFFORDING COVERAGE              | NAIC # |
|------------------------------------------|--------|
| INSURER A: Truck Insurance Exchange      | 21709  |
| INSURER B: Farmers Insurance Exchange    | 21652  |
| INSURER C: Mid Century Insurance Company | 21687  |
| INSURER D:                               |        |
| INSURER E:                               |        |

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR/ADULT LTR/INSRD | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                         | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C                    | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | 606279833     | 05/01/2016                         | 06/01/2017                          | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COM/PROP AGG \$ 4,000,000 |
| C                    | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                          | 606279833     | 05/01/2016                         | 06/01/2017                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
|                      | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                                     |               |                                    |                                     | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$                                                                                                                                                                   |
| A                    | EXCESS / UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE \$<br>RETENTION \$                                                                                                                                                                            | 606279836     | 06/01/2016                         | 06/01/2017                          | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000                                                                                                                                                                                    |
| B                    | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER                                                            | A09482310     | 10/23/2015                         | 10/23/2016                          | <input checked="" type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                          |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

 RE: All landscape operations performed by or on behalf of the named insured.  
Contract# 862-00-PW

## CERTIFICATE HOLDER

 City of Oxnard  
Attn: Parks Dept.  
300 W. Third Street, Suite 302  
Oxnard, CA 93030

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: 60627-98-33

BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

**SCHEDULE\*****Name Of Person Or Organization:**

CITY OF OXNARD

ATTN: RISK MANAGER

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph C. Who Is An Insured in the Businessowners Liability Coverage Form:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.

| GENERAL LIABILITY SPECIAL ENDORSEMENT<br>FOR THE CITY OF OXNARD (the "City")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | SUBMIT IN DUPLICATE                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | ENDORSEMENT NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ISSUE DATE (MM/DD/YY) |
| PRODUCER <i>Francisco Coronel</i><br><i>5700 Ralston St. #120</i><br><i>Ventura, CA 93003</i><br>Telephone: <i>(805) 639-9452</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | POLICY INFORMATION: <i>Mid Century Insurance</i><br>Insurance Company<br>Policy No.: <i>006279833</i><br>Policy Period (from) <i>6/1/16</i> (to) <i>6/1/17</i><br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits<br><input type="checkbox"/> In Addition to Limits                                                                                                                                                                          |                       |
| NAMED INSURED<br><i>Kaneko Landscaping Services, Inc.</i><br><i>P.O. Box 7198</i><br><i>Oxnard, CA 93031</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured<br>Retention (check which) of \$<br>with an Aggregate of \$<br>coverage. <input checked="" type="checkbox"/> Per Occurrence                                                                                                                                                                                                                                                            |                       |
| TYPE OF INSURANCE<br><input checked="" type="checkbox"/> GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY<br><input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | 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 <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered:<br><br>CITY AGREEMENTS/PERMITS                                                                                                                    |                       |
| OTHER PROVISIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |
| COVERAGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | LIABILITY LIMITS IN THOUSANDS \$                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | EACH OCCURRENCE                                                                                                                                                                                                                                                                                                                                                                                                                                                  | AGGREGATE             |
| <input checked="" type="checkbox"/> GENERAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | <i>2,000,000</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <i>4,000,000</i>      |
| <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | <i>4,000,000</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <i>4,000,000</i>      |
| <input checked="" type="checkbox"/> PERSONAL & ADVERTISING INJURY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | <i>2,000,000</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <i>4,000,000</i>      |
| <input checked="" type="checkbox"/> FIRE DAMAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | <i>100,000</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <i>100,000</i>        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |
| Underwriters representative for claims pursuant to this insurance.<br>CLAIMS: <i>Francisco Coronel</i><br>Name: <i>5700 Ralston St. #120</i><br>Address: <i>Ventura, CA 93003</i><br>Telephone: <i>805 639-9452</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |
| 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:<br><br>1. <b>INSURED.</b> The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.<br>2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.<br>3. <b>SEVERABILITY OF INTEREST.</b> This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.<br>4. <b>CANCELLATION NOTICE.</b> With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by recopied delivery has been given to the City.<br>5. <b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.<br>6. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:<br>a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or<br>b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.<br>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. |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |
| <b>ENDORSEMENT HOLDER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |
| CITY OF OXNARD<br>Attn: Risk Manager<br>Reference No. _____<br>300 W. Third Street, Suite 302<br>Oxnard, CA 93030                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | AUTHORIZED REPRESENTATIVE<br><input checked="" type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br><i>Francisco Coronel</i> (print 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.<br>Signature: <i>[Signature]</i><br>(original signature required)<br>Telephone: ( ) Date Signed: <i>6/9/2016</i> |                       |



| AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT<br>FOR THE CITY OF OXNARD (the "City")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | SUBMIT IN DUPLICATE                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | ENDORSEMENT NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ISSUE DATE (MM/DD/YY) |
| PRODUCER <u>Francisco Coronel</u><br><u>5700 Ralston St. #120</u><br><u>Ventura, CA 93003</u><br>Telephone: <u>(805) 639-9452</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | POLICY INFORMATION:<br>Insurance Company: <u>Mid Century Insurance Co.</u><br>Policy No.: <u>606279833</u><br>Policy Period: (from) <u>6/1/16</u> (to) <u>6/1/17</u><br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits<br><input type="checkbox"/> In Addition to Limits                                                                                                                                                                               |                       |
| NAMED INSURED<br><u>Kaneko Landscaping Services, Inc.</u><br><u>P.O. Box 7198</u><br><u>Oxnard, CA 93031</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____<br>with an Aggregate of \$ _____ applies to _____<br>coverage. <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which)                                                                                                                                                                                                  |                       |
| TYPE OF INSURANCE<br><input checked="" type="checkbox"/> COMMERCIAL AUTO POLICY<br><input checked="" type="checkbox"/> BUSINESS AUTO POLICY<br><input type="checkbox"/> OTHER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | OTHER PROVISIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |
| LIMIT OF LIABILITY<br>\$ <u>1,000,000</u> per accident, for bodily injury and property damage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | CLAIMS: Underwriter's representative for claims pursuant to this Insurance.<br>Name: <u>Francisco Coronel</u><br>Address: <u>5700 Ralston St. #120</u><br><u>Ventura, CA 93003</u><br>Telephone: ( ) <u>(805) 639-9452</u>                                                                                                                                                                                                                                                  |                       |
| 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:<br><br>1. <b>INSURED.</b> 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.<br>2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.<br>3. <b>SEVERABILITY OF INTEREST.</b> This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.<br>4. <b>CANCELLATION NOTICE.</b> With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.<br>5. <b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.<br>6. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:<br>a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or<br>b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).<br>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. |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                       |
| <b>ENDORSEMENT HOLDER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                       |
| CITY OF OXNARD<br>Attn: Risk Manager<br>Reference No. _____<br>300 W. Third Street, Suite 302<br>Oxnard, CA 93030                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | AUTHORIZED REPRESENTATIVE<br><input checked="" type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br><u>Francisco Coronel</u> (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.<br>Signature: <u>[Signature]</u><br>(original signature required)<br>Telephone: ( ) _____ Date Signed: <u>6/9/2016</u> |                       |





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

**E3306**  
1st Edition

06/07/16

Effective Date

60627-98-33

Policy Number

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS - BP 00 09

**SCHEDULE**

**Name of Person or Organization:**

**CITY OF OXNARD ATTN: RISK MANAGER**

(If no entry appears above, information required to complete this Endorsement must be shown in the Declarations as applicable to this endorsement.)

The provisions of the Businessowners Common Policy Conditions are modified by this endorsement as follows:

**Condition K. Transfer Of Rights Of Recovery Against Others To Us** in the Businessowners Common Policy Conditions is amended by the addition of the following:

3. We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



WC 99 06 19

**WORKERS' COMPENSATION AND EMPLOYERS'  
LIABILITY INSURANCE POLICY**

Named • KANEKO LANDSCAPING SERVICES INC  
 Insured •  
     • 655 PACIFIC AVE  
     • OXNARD CA 93030

Agent

30-61-302

A0948-23-10

2015

Policy Number  
of the CompanyPolicy  
Year

Effective

Date 10/23/15

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization for which you perform work under a written contract that requires you to obtain this agreement from us.

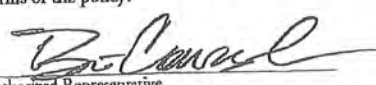
The additional premium for this endorsement shall be 3.0 % of the Workers' Compensation premium otherwise due for the state(s) listed below on such remuneration, subject to a minimum charge of 3%.

All written contracts in the state(s) of:

CA

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Countersigned

  
 Authorized Representative

 934369 1ST EDITION 9/07  
 WC990199

J6309121 PAGE 1 OF 1

## Agreement No. 7459-16-CM

**AGREEMENT FOR TRADE SERVICES  
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/15)**

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, this 23<sup>rd</sup> day of May, 2016, by and between the City of Oxnard ("City") and Kaneko Landscaping Services, Inc. ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Landscape maintenance services in Artisan District 60, as set forth in Exhibit B (the "Services").

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on July 1, 2016, and shall end on June 30, 2019. 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 the 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.

4. City shall pay Vendor an amount not to exceed \$23,880 per year for the Services performed during the term of this Agreement. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors 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 Vendor, its employees, subcontractors, agents and sub-vendors. Vendor 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 Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

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 A**. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.92 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, 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. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor'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. Vendor'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 the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor 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 the Indemnified Party shall not relieve Vendor from its separate and distinct obligation to defend the Indemnified Party. 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 Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.



c. The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

7. Vendor shall continuously maintain adequate protection of all of 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.

8. a. Vendor shall obtain and maintain during the performance of the 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 the 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.

9. In performing the 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.

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

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

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

13. Any notices to Vendor may be delivered personally or by mail addressed to: Kaneko Landscape Services, Inc., PO Box 7198, Oxnard, CA 93031. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Public Works Department, 305 W. Third Street, 2<sup>nd</sup> Floor, Oxnard, CA, 93030, Attention: Ralph Alamillo.

14. 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.

15. 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 the 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

\_\_\_\_\_  
Greg Nyhoff, City Manager

\_\_\_\_\_  
Jon Kaneko, Owner

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

\_\_\_\_\_  
Risk Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ralph Alamillo, Project Manager



**EXHIBIT A****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.
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 1** 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****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. (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.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS  
EFFECTIVE JULY 1, 2015**

17. 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 **\$14.92 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2016, 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.

e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

## EXHIBIT B

**ARTISAN - DISTRICT 60**

Please refer requests for clarification of technical requirements to:

Sergio Cervantes, Parks Maintenance Supervisor  
City of Oxnard  
General Services/Landscape Maintenance District  
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 materials, supervision, labor, 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 City business license and all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Contractor is required to register with County Agriculture Commissioner's Office before applying any chemical.



E. Taxes:

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

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. If contractor fails to make necessary corrections, the City will have it replaced at the contractor's expense.

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. Contracted area:

The contractor is to maintain the landscape parkway areas designated in the attached exhibit. The parkway in front of residents is not maintained by the City contractor.

I. 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 Maintenance Services Manager 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.

J. Work Logs:

(Please read and sign. Bid will not be accepted without signature)

The contractor shall provide a detailed work log of the work completed for the stated time period on the work log. The work log must be verified by City staff, that the work stated was completed before the invoice can be paid. If the work was not completed, City has the right to withhold or deduct monies from payment for the work that was not done in said time period. By signing company representative on behalf of company is agreeing to this clause. Logs to be turned in one week before end of month.

Company name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

K. Monitoring Device:

Contractor shall be required to supply and operate a monitoring device, such as a smart phone, at all times while servicing City areas. City shall have access to phone application to be able to monitor crew.

L. 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 or negligence

II. **SPECIAL CONDITIONS**

A. Litter/Debris Control:

All areas of maintenance responsibility shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter (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 as specified by service level and shall include sidewalks adjacent to areas of responsibility. Curb/gutters are to be cleaned at least once per service level.

B. Irrigation:

Irrigation shall be performed as required to maintain proper plant growth in all areas. 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 follow the City's watering ordinance. The City reserves the right to require contractor to change the watering schedule as necessary.

The contractor shall be responsible for the maintenance and/or replacement of all irrigation systems and appurtenances. 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 Maintenance Services Manager or his representative. All other irrigation replacement shall be subject to approval by the Maintenance Services Manager 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 and to be turned back on and reprogrammed at the end of a rainy period. Contractor shall have staff present to operate the system during inspection.



C. 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 Maintenance Services Manager 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 Maintenance Services Manager 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 Maintenance Services Manager or his representative.

D. Vertebrate Control:

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

E. 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 required by service level for natural shape, pest control, and safe flow of pedestrian and vehicle traffic to the satisfaction of the Maintenance Services Manager or his representative. 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 as required by service level. 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 Maintenance Services Manager 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.

F. 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. Site specific mowing height shall be designated by a Park representative. Mowing shall occur as specified by service level. 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 Maintenance Services Manager 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 Maintenance Services Manager or his representative.

G. Benches and litter receptacles

Contractor must maintain all benches and litter receptacles as required by service level to keep them in good appearance and operating condition

H. Dog stations:

The contractor shall be responsible for the maintenance of the dog stations. The waste bags shall be changed out and kept clean per service level.

I. Electrical System Lighting:

The contractor shall maintain the parkway lights clean and free of graffiti per service level.

J. 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 and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City.

K. Inspections:

Contractor or representative shall be available to perform regular inspections of the Assessment District with the Maintenance Services Manager or his representative. Inspections shall occur no less than once per month at an agreed upon time.

L. Response and Inquiries:

The contractor shall be required to respond (within 60 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.

M. Warranties:

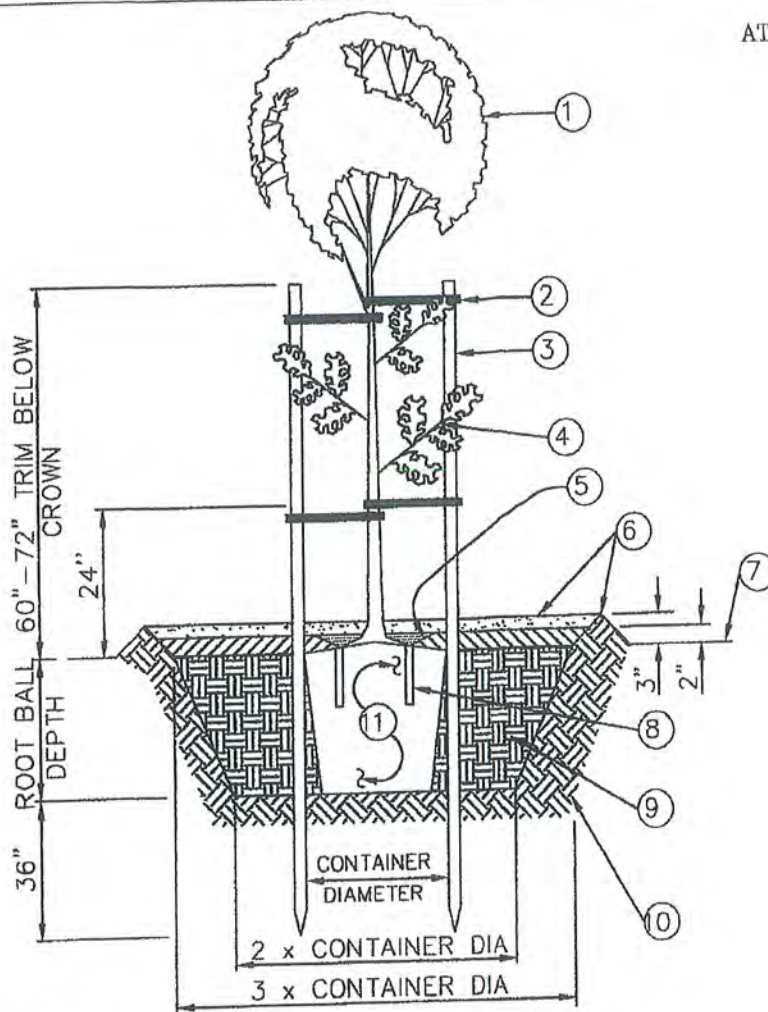
Contractor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one year from date of installation and all replacement shrubs and groundcovers for a period of 120 days from date of installation.

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.





## ATTACHMENT 1



- ① TREE CROWN
- ② BLACK RUBBER CINCH TIE PULL TAUT, 4-REQUIRED
- ③ 2" DIA TREATED LODGE POLE PINE TREE STAKE, DRIVE INTO UNDISURBED SOIL, TRIM TOPS OF STAKES AS REQUIRED
- ④ LOWER SCAFFOLD BRANCHES
- ⑤ 2" MULCH LAYER
- ⑥ 3" BERM
- ⑦ FINISH GRADE
- ⑧
- ⑨ PLANTING BACKFILL WITH 12-21 GRAM "BEST" TABS PER 36" BOX TREE  
/or equal  
per MANUF. req.
- ⑩ UNDISURBED SOIL
- ⑪ ROOT BALL

NOTES:

1. REMOVE NURSERY STAKES AT TIME OF PLANTING.
2. ROUGHEN SIDES OF PLANT PIT.
3. BERM NOT REQUIRED IN EXISTING TURF AREAS.



## TREE PLANTING (STAKING)

DRAWN: A. ROQUE CKD.: D. BUNGERT

Department of Public Works

APPR.

L. Balderrama, PE, City Engineer

STANDARD PLAN

PLATE 836

SHEET 1 OF 1

## Addendum to Landscape Assessment Districts Contract

1. Contractor is required to provide detailed monthly work schedule for ongoing monthly service contract.

Contractor is required to provide a timeline detailing the work/schedule of maintenance activities to be performed at least 15 days prior to the commencement of each coming month.

2. Whenever the Contractor is required to detour traffic, Contractor shall submit three drawing of the proposed detour to the City's Traffic Engineer five working days prior to the date when the detour is to be implemented. The Contractor shall revise the plan in accordance with the directions of the City's Traffic Engineer. The Contractor shall not implement a detour without prior approval of the detour plan by the City's Traffic Engineer. All detours shall be installed and maintained at all times in accordance with the approved plan.



Exhibit

**ARTISAN – DISTRICT 60**

---

Please refer requests for clarification of technical requirements to:

Sergio Cervantes, Parks Maintenance Supervisor  
City of Oxnard  
General Services/Landscape Maintenance District  
1060 Pacific Avenue, Bldg. 3  
Oxnard, California 93030  
(805) 385-7950

**Add Alternate****A. Fertilization:**

All turf, shrubbery and groundcover shall be fertilized according to the service level. 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 Maintenance Services Manager 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 Maintenance Services Manager 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 Maintenance Services Manager or his representative. Contractor may be required to deviate from this schedule upon written notification by Maintenance Services Manager or his representative. Turf bid shall be, total cost basis. Shrubs and groundcover shall be, total cost basis.

**B. Soil Aerification:**

The contractor shall be responsible for soil aerification at the direction of staff. Bid shall be total cost basis.

**C. Thatch Removal:**

The contractor shall be responsible for the removal of thatch buildup at the direction of staff. Bid shall be total cost basis.



D. Pesticide Application:

The contractor shall be responsible for all other not cover under weed and vertebrate control. Bid shall be hourly rate basis.

E. 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 2006 ANSI A300 standards in conjunction with International Society of Arboriculture Publication "Tree Pruning Guidelines". Pruning, shaping and structuring of trees shall be done as required by service level, 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 Maintenance Services Manager 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 in city maintained planter areas, not in front of residence, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an 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 in city maintained areas are to be maintained with a 3' basin.

Dead or dying palm fronds shall be removed and disposed of weekly. Dying palm fronds shall be pruned in a manner 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. All palms shall be fertilized according to service level, per palm. Palm specific fertilizer shall be applied and label followed as applicable by law.

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

The contractor shall be responsible for providing proper traffic control to provide a safe work zone. Bid shall be per tree basis.

F. 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 Maintenance Services Manager or his representative for review and authorization for replanting. When authorized by the Maintenance Services Manager or his representative, the work shall be performed by the contractor who then shall be compensated by the City on a hourly rate basis.

G. 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. Contractor must keep a clean appearance on all light fixtures including touch up paint on a weekly basis. 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. Bid shall be hourly rate basis.

H. Hardscape / sidewalk :

The contractor shall make repairs or replacement as needed. Bid shall be sq. ft. basis.

I. Dog Stations:

The contractor shall make repairs, remove or replace. Bid shall be hourly rate basis.

J. Weather Damage:

The contractor shall correct and repair all weather damage incurred throughout the year by trees, shrubs, mud on sidewalks/gutters/etc. Bid shall be hourly rate basis.

K. Archways:

Contractor to repair, remove or replace Archway. Bid shall be hourly rate basis.

L. Litter receptacles:

Contractor to repair, remove or replace Litter receptacle. Bid shall be hourly rate basis.

M. Park Amenities:

Contractor to repair, remove or replace park bench. Bid shall be hourly rate basis.

N. 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 groundcover for a period of 120 days from date of installation.



# Exhibit A

Exhibit B33

N.5.h

## City of Oxnard - Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts

| Turf Maintenance Schedule |                                                                  | Frequency        | Level of Service |   |   |   |   |
|---------------------------|------------------------------------------------------------------|------------------|------------------|---|---|---|---|
|                           |                                                                  |                  | A                | B | C | D | F |
|                           |                                                                  | Weekly           | X                |   |   |   |   |
|                           | Mowing, Edging & trimming around sprinklers:                     | Every two weeks  |                  | X |   |   |   |
|                           |                                                                  | Every third week |                  |   | X |   |   |
|                           | No Mowing or Edging. Keep sprinklers clear of obstructions only: | Monthly          |                  |   |   | X |   |
|                           |                                                                  | Quarterly        |                  |   |   |   | X |
|                           | Aerate to reduce compaction and stress:                          | 3x year          | X                |   |   |   |   |
|                           |                                                                  | Annually         |                  |   | X |   |   |
|                           |                                                                  | Not performed    |                  |   |   |   | X |
|                           | Dethatch (removing thatch layer to improve growth):              | Annually         | X                |   |   |   |   |
|                           |                                                                  | Not performed    |                  |   |   |   | X |
|                           | Overseed stressed areas:                                         | Annually         | X                |   |   |   |   |
|                           |                                                                  | Not performed    |                  |   |   |   | X |

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

| Trash and Debris Removal |                                                                               | Frequency   | Level of Service |   |   |   |   |
|--------------------------|-------------------------------------------------------------------------------|-------------|------------------|---|---|---|---|
|                          |                                                                               |             | A                | B | C | D | F |
|                          |                                                                               | Daily       | X                |   |   |   |   |
|                          |                                                                               | 2x per week |                  | X |   |   |   |
|                          |                                                                               | Weekly      |                  |   | X |   |   |
|                          | Entire area including but not limited to: Turf, Shrubs, Ground Cover, Gutters | Monthly     |                  |   |   | X |   |
|                          |                                                                               | As Required |                  |   |   |   | X |
|                          | For public health and safety only                                             |             |                  |   |   |   |   |

| Weed and Pest Control Schedule |                                                                                                     | Frequency                | Level of Service |   |   |   |   |
|--------------------------------|-----------------------------------------------------------------------------------------------------|--------------------------|------------------|---|---|---|---|
|                                |                                                                                                     |                          | A                | B | C | D | F |
|                                |                                                                                                     | Consistently neat/weekly | X                |   |   |   |   |
|                                |                                                                                                     | Every two weeks          |                  | X |   |   |   |
|                                |                                                                                                     | Monthly                  |                  |   | X |   |   |
|                                |                                                                                                     | Quarterly                |                  |   |   | X |   |
|                                | Complete control and/or eradication of all plant pests and weeds within the landscape as scheduled. | As Required              |                  |   |   |   | X |
|                                | For public health and safety purposes only                                                          |                          |                  |   |   |   |   |

| Pruning and Trimming Schedule |                                                                        | Frequency                                                                                        | Level of Service |   |   |   |   |
|-------------------------------|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|------------------|---|---|---|---|
|                               |                                                                        |                                                                                                  | A                | B | C | D | F |
| Ground Cover                  | Trim to prevent encroachment on hardscape, structures, etc.            | Consistently neat                                                                                | X                |   |   |   |   |
|                               |                                                                        | Monthly                                                                                          |                  | X |   |   |   |
|                               |                                                                        | Bimonthly                                                                                        |                  |   | X |   |   |
|                               |                                                                        | Quarterly                                                                                        |                  |   |   | X |   |
|                               |                                                                        | Annually                                                                                         |                  |   |   |   | X |
| Vines                         | Trim vines to present a neat appearance:                               | Consistently neat                                                                                | X                |   |   |   |   |
|                               |                                                                        | Semi-annually                                                                                    |                  | X |   |   |   |
|                               |                                                                        | Annually                                                                                         |                  |   | X |   |   |
|                               |                                                                        | Upon property owner request to remove encroaching vines or becoming a public hazard <sup>1</sup> |                  |   |   | X |   |
| Shrubs                        | Maintain vines in a manner which prevents public hazards <sup>1</sup>  | Consistently neat                                                                                | X                |   |   |   |   |
|                               |                                                                        | Selectively prune as required to prevent encroachment and maintain natural form                  |                  | X |   |   |   |
|                               |                                                                        | Shear to maintain neat appearance and prevent encroachment                                       |                  |   | X |   |   |
|                               |                                                                        | Shear semi-annually to prevent encroachment                                                      |                  |   |   | X |   |
|                               |                                                                        | Shear any shrub that encroaches upon improvements or creates a public hazard <sup>1</sup>        |                  |   |   |   | X |
| Trees                         | Maintain shrubs in a manner which prevents public hazards <sup>1</sup> | Consistently neat                                                                                | X                |   |   |   |   |
|                               |                                                                        | Maintain all trees in their Natural Shape                                                        |                  | X |   |   |   |
|                               |                                                                        | Maintain all trees in their Natural Shape to 13.5' feet above street and 9" above Sidewalk       |                  |   | X |   |   |
|                               |                                                                        | Maintain all trees in a safe condition to 13.5' feet above street and 9" above Sidewalk          |                  |   |   |   | X |
|                               |                                                                        | Report Encroachments or Hazards:                                                                 |                  |   |   |   | X |

1. Public hazards include but are not limited to: obstruction of traffic sight lines and encroachment of sidewalks below ADA minimums.



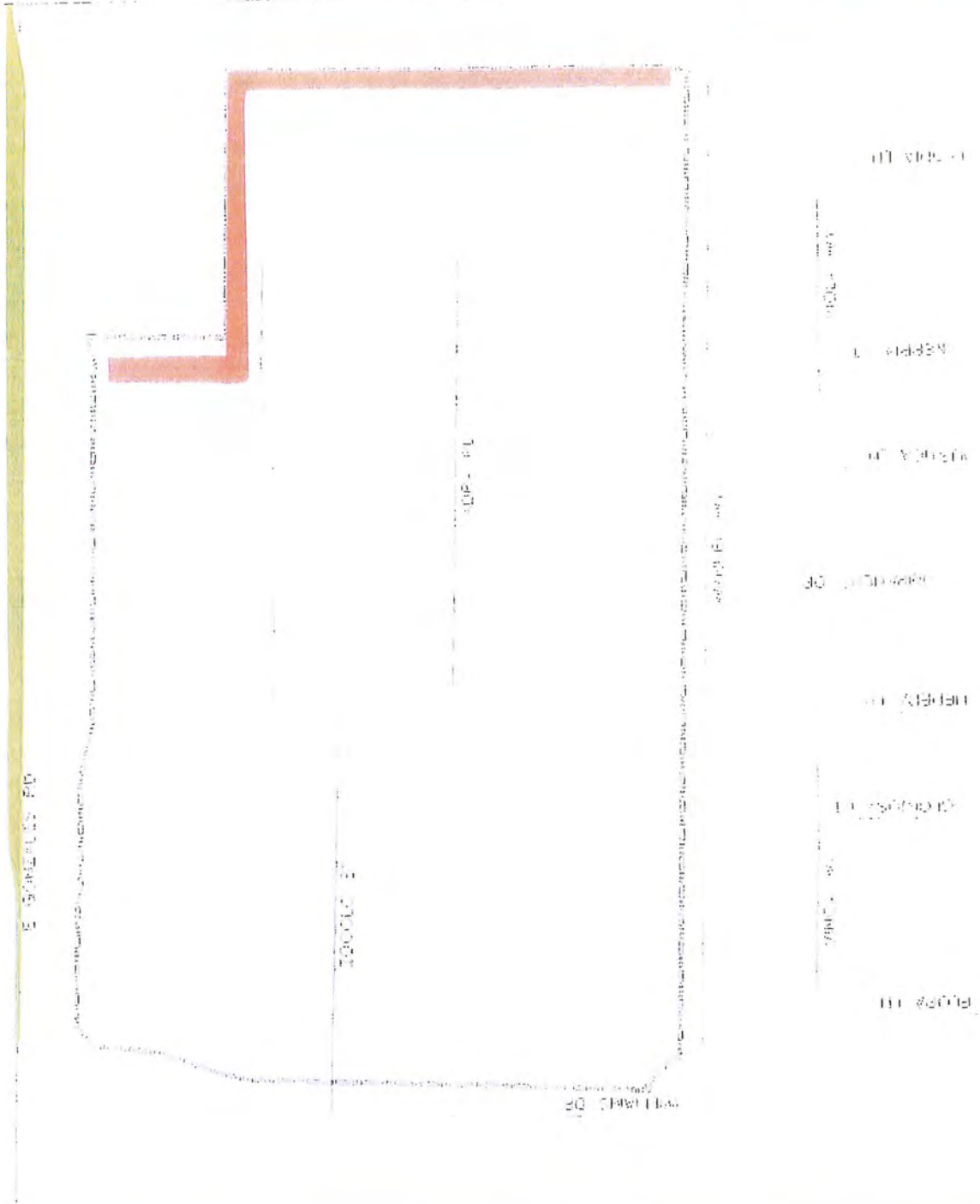
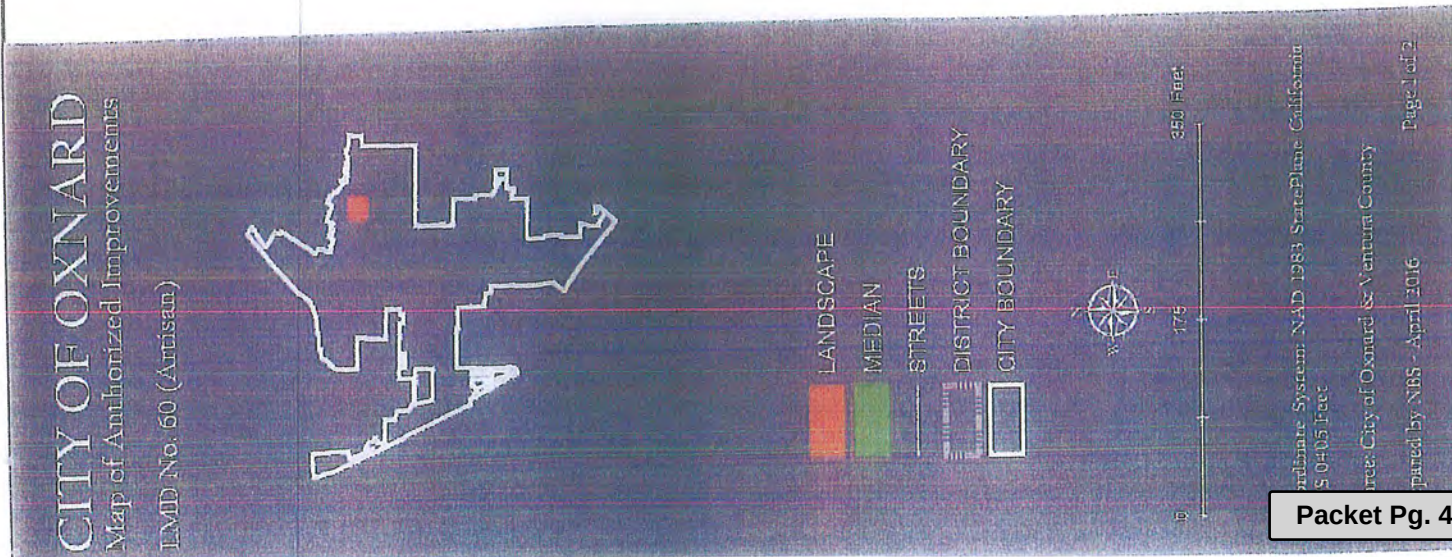
# Exhibit A

## City of Oxnard - Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts

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

| Irrigation                          | Frequency            | Level of Service |   |   |   |   |
|-------------------------------------|----------------------|------------------|---|---|---|---|
|                                     |                      | A                | B | C | D | F |
| Inspect and adjust/repair as needed | Weekly               | X                |   |   |   |   |
|                                     | Every two weeks      |                  | X |   |   |   |
|                                     | Monthly              |                  |   | X |   |   |
|                                     | Quarterly            |                  |   |   | X |   |
|                                     | Respond to Complaint |                  |   |   |   | X |

| Need to have an increasing fund balance for the following Items | Frequency | Level of Service |   |   |   |   |
|-----------------------------------------------------------------|-----------|------------------|---|---|---|---|
|                                                                 |           | A                | B | C | D | F |
| Plant Material Replacement                                      | Annually  |                  |   |   |   |   |
| Vandalism Repair                                                | As needed |                  |   |   |   |   |
| Playground Repair                                               | As needed |                  |   |   |   |   |
| Security Light Repair                                           | As needed |                  |   |   |   |   |
| Irrigation Hardware (controller/enclosure/Backflow) Replacement | As needed |                  |   |   |   |   |
| Sidewalk Repair                                                 | As needed |                  |   |   |   |   |
| Fence Repair                                                    | As needed |                  |   |   |   |   |
| Community Mailbox Repair/Replacement                            | As needed |                  |   |   |   |   |

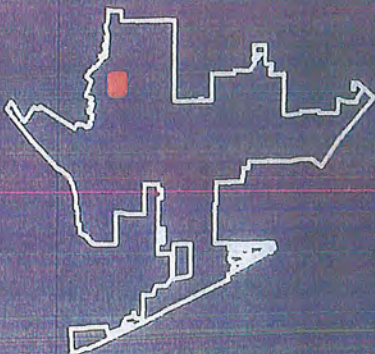




# CITY OF OXNARD

Map of Authorized Improvements

LMD No. 60 (Artisan)



TREES

STREETS

DISTRICT BOUNDARY

CITY BOUNDARY



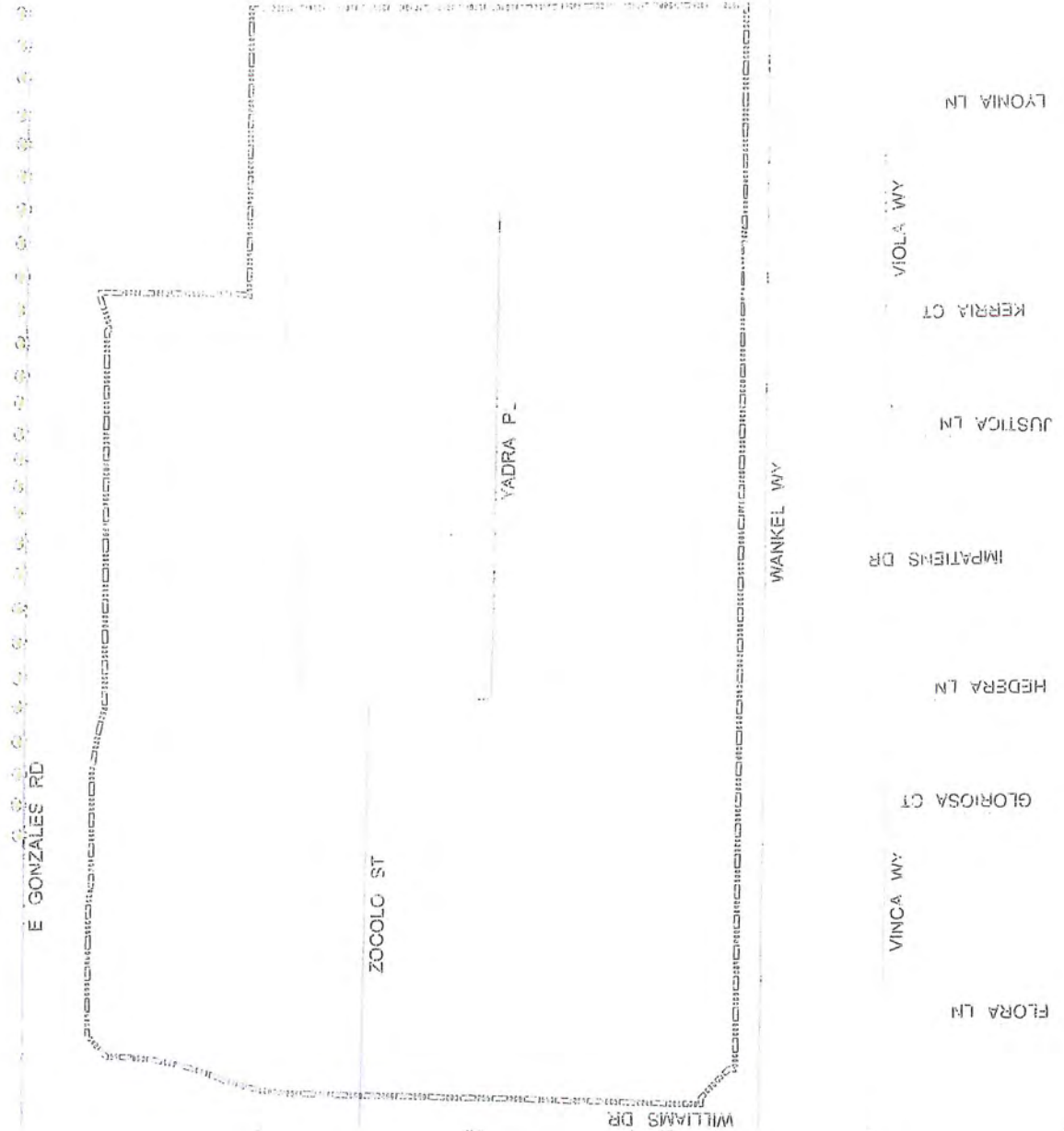
0 175 350 Feet

Coordinate System: NAD 1983 StatePlane California  
S 0405 Feet

Area: City of Oxnard & Ventura County

Prepared by NBS - April 2016

Page 2 of 2





**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. 7459-16-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**). 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.

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<br>LTR | TYPE OF INSURANCE                                                                                                                | POLICY NUMBER | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIMITS                                                                                                                                                                                                     |
|-----------|----------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A         | GENERAL LIABILITY<br>[x] COMMERCIAL GENERAL LIABILITY<br>[x] CLAIMS MADE [x] OCCUR<br>[x] OWNER'S & CONTRACTOR'S PROT            |               |                                     |                                      | GENERAL AGGREGATE \$1,000,000<br>PRODUCTS COMP/OP AGG \$1,000,000<br>PERSONAL & ADV INJURY \$1,000,000<br>EACH OCCURRENCE \$1,000,000<br>FIRE DAMAGE (Any one fire) \$<br>MED. EXPENSE (Any one person) \$ |
| A         | AUTOMOBILE LIABILITY<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY |               |                                     |                                      | COMBINED SINGLE \$1,000,000<br>LIMIT<br>BODILY INJURY \$<br>(Per person)<br>BODILY INJURY \$<br>(Per accident)<br>PROPERTY DAMAGE \$                                                                       |
| A         | EXCESS LIABILITY<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM                                                                    |               |                                     |                                      | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                         |
| A         | WORKERS' COMPENSATION<br>AND<br>EMPLOYERS' LIABILITY                                                                             |               |                                     |                                      | STATUTORY LIMITS<br>EACH ACCIDENT \$1,000,000<br>DISEASE-POLICY LIMIT \$1,000,000<br>DISEASE-EACH EMPLOYEE \$1,000,000                                                                                     |
| A         | OTHER                                                                                                                            |               |                                     |                                      |                                                                                                                                                                                                            |

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

CERTIFICATE HOLDER  
City of Oxnard  
Attn: Risk Manager  
Reference No. 7459-16-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

INS-B.doc

Rev. 5/16



INS-B.doc

| <b>AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT<br/>FOR THE CITY OF OXNARD (the "City")</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                 | <b>SUBMIT IN DUPLICATE</b>                                                                                                                                                                                                                                                                                                                                                                             |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| PRODUCER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                 | ENDORSEMENT NO.                                                                                                                                                                                                                                                                                                                                                                                        | ISSUE DATE (MM/DD/YY) |
| Telephone: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>POLICY INFORMATION:</b><br>Insurance Company: _____<br>Policy No.: _____<br>Policy Period: (from) _____ (to) _____<br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits<br><input type="checkbox"/> In Addition to Limits                  |                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| NAMED INSURED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____<br>with an Aggregate of \$ _____ applies to _____ (which)<br>coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim |                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| <b>APPLICABILITY.</b> This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered:<br><br>CITY AGREEMENTS/PERMITS _____                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| <b>TYPE OF INSURANCE</b><br><input type="checkbox"/> COMMERCIAL AUTO POLICY<br><input type="checkbox"/> BUSINESS AUTO POLICY<br><input type="checkbox"/> OTHER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                 | <b>OTHER PROVISIONS</b>                                                                                                                                                                                                                                                                                                                                                                                |                       |
| <b>LIMIT OF LIABILITY</b><br><br>\$ _____ per accident, for bodily injury and property damage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                 | <b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance.<br>Name: _____<br>Address: _____<br><br>Telephone: ( ) _____                                                                                                                                                                                                                                                        |                       |
| <small>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:</small>                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| <small>1. <b>INSURED.</b> 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.</small>                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| <small>2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.</small> |                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| <small>3. <b>SEVERABILITY OF INTEREST.</b> This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.</small>                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| <small>4. <b>CANCELLATION NOTICE.</b> With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.</small>                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| <small>5. <b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.</small>                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| <small>6. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:<br/>a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or<br/>b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).</small>                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| <small>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.</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                        |                       |
| <b>ENDORSEMENT HOLDER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                 | <b>AUTHORIZED REPRESENTATIVE</b>                                                                                                                                                                                                                                                                                                                                                                       |                       |
| CITY OF OXNARD<br>Attn: Risk Manager<br>Reference No. 7459-16-CM<br>300 W. Third Street, Suite 302<br>Oxnard, CA 93030                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                 | <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br><br>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.<br><br>Signature _____<br>(original signature required)<br><br>Telephone: ( ) _____ Date Signed _____ |                       |





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
05/26/2016

 PRODUCER  
Francisco W. Coronel  
5700 Ralston St. #120  
Ventura, CA 93003  
Ph: (805) 639-9452

Fax: (866) 804-8966

THIS CERTIFICATION 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.

**INSURED**

 Kaneko Landscaping Services, Inc.  
P.O. Box 7198  
Oxnard, CA 93031

**INSURERS AFFORDING COVERAGE**
**NAIC #**

 INSURER A: Truck Insurance Exchange  
INSURER B: Farmers Insurance Exchange  
INSURER C: Mid Century Insurance Company  
INSURER D:  
INSURER E:

 21709  
21652  
21687

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR/ADDL<br>LTR/INSRD | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                          | POLICY NUMBER | POLICY EFFECTIVE<br>DATE (MM/DD/YYYY) | POLICY EXPIRATION<br>DATE (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C                      | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 606279833     | 06/01/2016                            | 06/01/2017                             | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| C                      | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                     | 606279833     | 06/01/2016                            | 06/01/2017                             | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
|                        | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                                      |               |                                       |                                        | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$                                                                                                                                                                  |
| A                      | EXCESS / UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE \$<br>RETENTION \$                                                                                                                                                                             | 606279836     | 06/01/2016                            | 06/01/2017                             | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000                                                                                                                                                                                   |
| B                      | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory In NH)<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER                                                               | A09482310     | 10/23/2015                            | 10/23/2016                             | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                        |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

 RE: All landscape operations performed by or on behalf of the named insured.  
 Contract# 862-00-PW

**CERTIFICATE HOLDER**

 City of Oxnard  
Attn: Parks Dept.  
300 W. Third Street, Suite 302  
Oxnard, CA 93030

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: 60627-98-33

BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

**SCHEDULE\*****Name Of Person Or Organization:**

CITY OF OXNARD

ATTN: RISK MANAGER

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph C. Who Is An Insured in the Businessowners Liability Coverage Form:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.

| AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT<br>FOR THE CITY OF OXNARD (the "City")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | SUBMIT IN DUPLICATE                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | ENDORSEMENT NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ISSUE DATE (MM/DD/YY) |
| PRODUCER <u>Francisco Coronel</u><br><u>5700 Ralston St. #120</u><br><u>Ventura, CA 93003</u><br>Telephone: <u>(805) 639-9452</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | POLICY INFORMATION:<br>Insurance Company: <u>Mid Century Insurance Co.</u><br>Policy No.: <u>606279873</u> (to) <u>6/1/17</u><br>Policy Period: (from) <u>6/1/16</u><br>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits<br><input type="checkbox"/> In Addition to Limits                                                                                                                                                                                  |                       |
| NAMED INSURED<br><u>Kareko Landscaping Services, Inc.</u><br><u>P.O. Box 7198</u><br><u>Oxnard, CA 93031</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____<br>with an Aggregate of \$ _____ applies to _____<br>coverage. <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which)                                                                                                                                                                                                     |                       |
| TYPE OF INSURANCE<br><input checked="" type="checkbox"/> COMMERCIAL AUTO POLICY<br><input checked="" type="checkbox"/> BUSINESS AUTO POLICY<br><input type="checkbox"/> OTHER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | OTHER PROVISIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                       |
| LIMIT OF LIABILITY<br>\$ <u>1,000,000</u> per accident, for bodily injury and property damage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | CLAIMS: Underwriter's representative for claims pursuant to this insurance.<br>Name: <u>Francisco Coronel</u><br>Address: <u>5700 Ralston St. #120</u><br><u>Ventura, CA 93003</u><br>Telephone: ( ) <u>(805) 639-9452</u>                                                                                                                                                                                                                                                     |                       |
| <p>In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:</p> <ol style="list-style-type: none"><li>1. <b>INSURED.</b> The City, its officers, agents, 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.</li><li>2. <b>CONTRIBUTION NOT REQUIRED.</b> As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.</li><li>3. <b>SEVERABILITY OF INTEREST.</b> This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.</li><li>4. <b>CANCELLATION NOTICE.</b> With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.</li><li>5. <b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.</li><li>6. <b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:<ol style="list-style-type: none"><li>a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or</li><li>b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).</li></ol></li></ol> <p>Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.</p> |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                       |
| <b>ENDORSEMENT HOLDER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                       |
| CITY OF OXNARD<br>Attn: Risk Manager<br>Reference No. _____<br>300 W. Third Street, Suite 302<br>Oxnard, CA 93030                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | AUTHORIZED REPRESENTATIVE<br><input checked="" type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____<br>I, <u>Francisco Coronel</u> (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.<br>Signature: <u>[Signature]</u><br>(original signature required)<br>Telephone: ( ) _____ Date Signed: <u>6/9/2016</u> |                       |



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

**E3306**  
1st Edition

06/07/16  
Effective Date

60627-98-33  
Policy Number

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS - BP 00 09

**SCHEDULE**

**Name of Person or Organization:**

**CITY OF OXNARD ATTN: RISK MANAGER**

(If no entry appears above, information required to complete this Endorsement must be shown in the Declarations as applicable to this endorsement.)

The provisions of the Businessowners Common Policy Conditions are modified by this endorsement as follows:

**Condition K. Transfer Of Rights Of Recovery Against Others To Us** in the Businessowners Common Policy Conditions is amended by the addition of the following:

3. We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.





WC 99 06 19

**WORKERS' COMPENSATION AND EMPLOYERS'  
LIABILITY INSURANCE POLICY**

Named • KANEKO LANDSCAPING SERVICES IN  
Insured •  
• 655 PACIFIC AVE  
• OXNARD CA 93030

Agent

30-61-302

A0948-23-10

2015

Policy Number  
of the CompanyPolicy  
Year

Effective

Date 10/23/15

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization for which you perform work under a written contract that requires you to obtain this agreement from us.

The additional premium for this endorsement shall be 3.0 % of the Workers' Compensation premium otherwise due for the state(s) listed below on such remuneration, subject to a minimum charge of 3%.

All written contracts in the state(s) of:

CA

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Countersigned

Authorized Representative

93-4369 1ST EDITION 9-07  
WC9906198

J6369121 PAGE 1 OF 1



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Report  
AGENDA ITEM NO.:**

**DATE:** July 12, 2016

**TO:** City Council

**THROUGH:** Greg Nyhoff, City Manager  
Office of the City Manager

**FROM:** Daniel Rydberg, Public Works Director

**SUBJECT:** Approve South Oxnard Branch Library Settlement Appropriation (15/15)

**CONTACT:** Ralph Alamillo, Public Works  
Ralph.Alamillo@oxnard.org, 385-8341

**RECOMMENDATION:**

That City Council approve a budget appropriation in the amount of \$905,000 from the General Fund – Fund Balance for the remediation of water damage and skylight at the South Oxnard Branch Library via Capital Outlay Fund - South Oxnard Improvement Capital Project.

**BACKGROUND**

In February 2005, general contractor, Viola, Inc. was awarded the building contract for the new South Oxnard Branch Library. Viola, Inc. and its sub-contractors completed construction in April 2007.

In May 2009, multiple leaks in the library's variable air volume pits and duct system were discovered by City maintenance staff. The source of the leaks was identified and the repairs were completed by Smith Electric in June 2009. The system was monitored and a secondary leak appeared.

In September 2011, the City began discussions with Viola, Inc. regarding the issues, as they appeared to be related to the initial construction.

After initiating discussions with Viola, Inc. in September of 2011, the library's water meter indicated significant water usage in December of 2011. The City was unable to locate additional

## Approve South Oxnard Branch Library Settlement Appropriation

July 12, 2016

Page 2

leaks and as a result, the City was forced to shut down the system to prevent additional water usage and damage to the library.

In March 2012, after months of negotiating with Viola, Inc. and locating additional water related issues, the City filed a lawsuit to address defective copper piping installed beneath the library floor and a faulty skylight installation.

In November 2014, the lawsuit was settled. In March 2015, the sum of \$905,000 was paid by Viola, Inc. et al to the City and deposited into the General Fund – Fund Balance Account. Subsequent to this, a transfer of the funds should have been made, assigning the \$905,000 to the Library Project Account. This did not occur. Council action on this item will approve the attached budget appropriation of \$905,000 from the General Fund – Fund Balance Account to the South Oxnard Library Improvement Project 165703. Upon completion of plans and specifications for the South Oxnard Library Improvement Project 165703, staff will return to Council for approval to go out to bid.

### **FINANCIAL IMPACT**

Staff recommends funds received from the settlement with Viola, Inc. in the amount of \$905,000 in March 2015 be appropriated and transferred from the General Fund – Fund Balance Account to South Oxnard Library Improvement Project 165703.

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") is entered into on this 4<sup>th</sup> day of December 2014 ("Effective Date") by and among the following parties, with respect to the following recitals, and subject to the terms, conditions and provisions set forth below:

### 1. PARTIES

**PLAINTIFF:** CITY OF OXNARD, a municipal California corporation ("PLAINTIFF").

**SETTLING DEFENDANTS:** VIOLA, INC. aka VIOLA INCORPORATED, a California corporation (erroneously sued as VIOLA CONSTRUCTION, INC. dba VIOLA, INC.) ("VIOLA"); BRANNON, INC. dba SMITH ELECTRIC SERVICE, a California corporation; ROESLING NAKAMORA TERADA ARCHITECTS, INC., a California corporation; SYSKA HENNESSY GROUP, INC., a New York corporation; COAST TO COAST GLASS CORPORATION, a California corporation and R&J SHEET METAL, INC., a California corporation (hereinafter collectively "SETTLING DEFENDANTS").

**SETTLING CROSS-DEFENDANTS:** CARMEL ARCHITECTURAL SALES; CASTANEDA CONSTRUCTION; STANDARD DRYWALL, INC.; TORO ENTERPRISES, INC.; ARCADIA, INC.; KALWALL CORPORATION; DAMAR CONSTRUCTION, INC.; and T.B. PENICK & SONS INC. (hereinafter collectively referred to as "SETTLING CROSS-DEFENDANTS")

PLAINTIFF, SETTLING DEFENDANTS and SETTLING CROSS-DEFENDANTS shall each individually be referred to as a "SETTLING PARTY" and collectively as "SETTLING PARTIES".

### 2. RECITALS

A. WHEREAS, CITY OF OXNARD and ROESLING NAKAMORA TERADA ARCHITECTS, INC. entered into an agreement for architectural services on or about June 1, 2001 and all related amendments thereunder for the design of the South Oxnard Library to be located at 4300 Saviers Road, Oxnard, California 93033 (the "PROJECT"). Thereafter, ROESLING NAKAMORA TERADA ARCHITECTS, INC. and SYSKA HENNESSEY GROUP, INC. entered into an agreement on or about November 7, 2003 for the design and engineering of certain systems for the PROJECT.

B. WHEREAS, PLAINTIFF and VIOLA entered into a contract (the "PRIME CONTRACT") dated February 9, 2005 for the construction of the PROJECT. Thereafter, VIOLA and its subcontractors entered into various subcontract agreements for the construction of various portions of the PROJECT.

C. WHEREAS, on or about February 6, 2012, PLAINTIFF filed an action in the Ventura County Superior Court entitled *City of Oxnard v. Viola Construction et al.*, Case No. 56-2012-004122S7-CU-BC-VTA (the "LAWSUIT"). The term LAWSUIT as used herein includes the complaint and all amended complaints, cross-complaints, amended cross-complaints and all allegations, claims and requests for relief set forth therein. The operative Second Amended Complaint (the "Complaint") was filed on or about January 4, 2013. Thereafter, PLAINTIFF filed certain "DOE Amendments" naming additional parties to the Complaint, on or about October 8, 2013. In the complaint filed in the LAWSUIT, PLAINTIFF asserts and alleges certain claims against the SETTLING DEFENDANTS, and others, for breach of contract, breach of express and implied warranty, strict liability, and negligence. PLAINTIFF seeks to recover damages for the alleged improper, defective and negligent design and construction of the PROJECT, including, but not limited to, property damage, repair costs, investigation fees, design fees, experts' fees, attorneys' fees, diminution in the value of the PROJECT, and costs of suit.



D. WHEREAS, after the filing of the LAWSUIT, the Defendants and the Cross-Defendants filed their respective cross-complaints against each other. On or about July 19, 2012, VIOLA filed a cross-complaint in the LAWSUIT against the other Defendants and against additional parties, including the SETTLING CROSS-DEFENDANTS.

E. WHEREAS, the SETTLING PARTIES wish to settle and compromise their claims against each other as stated in this Agreement. The intent of this Agreement is to resolve all pending disputes and claims asserted among the SETTLING PARTIES in the LAWSUIT, or pertaining to the PROJECT, except for those expressly excluded below. It is further intended that this Agreement is a compromise of disputed claims and that this Agreement and any consideration paid or transferred shall not be construed as an admission of liability on the part of any SETTLING PARTY. It is understood that SETTLING PARTIES deny liability to each other, and that this Agreement is intended to avoid expending additional time, efforts and costs of further litigation, and to buy peace among the SETTLING PARTIES.

### 3. CONSIDERATION

a. In consideration of the dismissals with prejudice as against the SETTLING DEFENDANTS and SETTLING CROSS-DEFENDANTS from the Complaint and cross-complaints filed in the LAWSUIT, and for release set forth below pursuant to the terms of this Agreement, and for other valuable consideration described below, the SETTLING PARTIES shall pay the following sums ("Settlement Proceeds") to the PLAINTIFF as set forth below in the following amounts:

| PARTY                                     | AMOUNT           |
|-------------------------------------------|------------------|
| ARCADIA, INC.                             | 15,000           |
| BRANNON, INC. dba SMITH ELECTRIC SERVICE  | 80,000           |
| CASTANEDA CONSTRUCTION                    | 60,000           |
| COAST TO COAST GLASS CORPORATION          | 118,000          |
| DAMAR CONSTRUCTION, INC.                  | 17,500           |
| CARMEL ARCHITECTURAL SALES                | 10,000           |
| ROESLING NAKAMORA TERADA ARCHITECTS, INC. | 200,000          |
| STANDARD DRYWALL, INC.                    | 40,000           |
| SYSKA HENNESSY GROUP, INC.                | 115,000          |
| T.B. PENICK & SONS INC.                   | 2,000            |
| TORO ENTERPRISES, INC.                    | 5,000            |
| R&J SHEET METAL, INC.                     | 5,000            |
| VIOLA, INC.                               | 237,500          |
| <b>TOTAL</b>                              | <b>\$905,000</b> |

Settlement payments shall be made by check(s) representing good funds payable to the CITY OF OXNARD and delivered to the law firm of Gibbs Giden Locher Turner Senet & Wittbrodt LLP, attn.: Theodore L. Senet, Esq., 1880 Century Park East 12<sup>th</sup> Floor, Los Angeles, CA 90067, no later than December 31, 2014.

The CITY OF OXNARD's Federal Tax ID is # 95-6000756. The settlement checks will be held in trust and not delivered to the CITY OF OXNARD until the issuance of an order approving this settlement as being in good faith as set forth in Paragraph 4 below.

b. In further consideration of the foregoing, KALWALL CORPORATION shall provide PLAINTIFF with the following materials: two new skylight panels (approximately 10' 1" +/- x 4' 10" +/-); new flashing coated on both sides for the existing 40' x 25' skylight; Kalwall system screws; and sealant tape for the Kalwall system metal, in accordance with mutually approved shop drawings and specifications for the remediation of the subject skylight. For the purposes of a motion for determination of good faith settlement, the SETTLING PARTIES agree that the approximate value of these materials is \$5,000.

c. In further consideration of the foregoing and subject to the granting of the motion for determination of good faith settlement as set forth in Paragraph 4 below, VIOLA unconditionally transfers and assigns to PLAINTIFF, without any guarantee or recourse (except for the express warranties and representations set forth in this Agreement), any and all rights under Subcontract No. 0503-016 dated 2/22/2005 and under any related agreements, guarantees and warranties related to the PROJECT, that VIOLA now has or may later have relating to any warranty, guarantee or repair obligation related to the roof, roof underlayment or metal siding installed by or on behalf of R&I SHEET METAL, INC. (the "ASSIGNED RIGHTS"). PLAINTIFF shall have the exclusive right to enforce the ASSIGNED RIGHTS. VIOLA further warrants and represents that it has not and it will not assign or release the ASSIGNED RIGHTS to anyone other than PLAINTIFF, and that it will execute any other documentation, and do such things as may be reasonably necessary to affect this assignment. For the purposes of the motion for good faith settlement described in Paragraph 4 below, the SETTLING PARTIES value the ASSIGNED RIGHTS at \$100 as of the date this Agreement.

d. The release of the SETTLING PARTIES pursuant to the terms of this Agreement is expressly contingent on the payment of funds identified in this Paragraph 3 by the SETTLING PARTIES and/or their insurers, the transfer of the consideration set forth in Paragraphs 3b. and 3c. above, along with the granting of the good faith settlement motion pursuant to Paragraph 4 below. Each party will be responsible for the payment and or consideration required from them above, and not for any other party's payment. The SETTLING PARTIES agree that the Court will retain jurisdiction under California Code of Civil Procedure § 664.6 to enforce this Agreement, and stipulate that judgment may be entered by the Court against any party defaulting hereunder for the amount of any payment or other consideration due, plus attorneys' fees and interest at the maximum legal rate. In the event that any litigation or proceeding is brought to collect any sums or consideration due under this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and costs from the non-prevailing party in such litigation. Except as set forth herein, all parties are to bear their own attorneys' fees and costs.

#### 4. GOOD FAITH SETTLEMENT

This settlement is conditioned and contingent upon the entry of an Order from the Ventura County Superior Court determining that the settlement entered into among the SETTLING PARTIES was made in good faith pursuant to Code of Civil Procedure § 877.6, and dismissing and barring any cross-complaints for equitable comparative contribution, or for partial or comparative indemnity, against the SETTLING DEFENDANTS and SETTLING CROSS-DEFENDANTS.

#### 5. REQUESTS FOR DISMISSAL

Within five (5) days of the following: (a) the execution of this Agreement by all SETTLING PARTIES, (b) the payment of the Settlement Proceeds as set forth in Paragraph 3 above, and (c) the entry of the Order approving this settlement as being in good faith as set forth in Paragraph 4 above, PLAINTIFF will file a Request for Dismissal with Prejudice as to each SETTLING DEFENDANT and SETTLING CROSS-

DEFENDANT who had paid in full the sums and other consideration required under Paragraph 3 above, and each of the SETTLING DEFENDANTS and SETTLING CROSS-DEFENDANTS shall file a Request for Dismissal with Prejudice of any and all cross-complaints that they have filed in the LAWSUIT.

#### 6. RELEASE OF CLAIMS

For purposes of this Agreement, "Related Persons and Entities" shall be defined as, with respect to any business or governmental entity: its owners, principals, past or present officers (whether direct or indirect), directors, council persons, supervisors, officials, inspectors, managing agents, agents, employees, servants, insurers, attorneys, consultants, representatives, shareholders, partners, limited partnerships, board members, predecessors-in-interest, successors-in-interest, beneficiaries, assigns, sister corporations, sureties, affiliated companies or corporations, parent companies or corporations, subsidiary companies or corporations, divisions, departments, partners, joint venturers, associated companies or corporations, subrogee and/or any other entity or person otherwise related to or connected with said business.

**SETTLING PARTIES' MUTUAL RELEASE.** It is the specific intent of each SETTLING PARTY to mutually release each of the other SETTLING PARTIES and all of their respective Related Persons and Entities, subject to the terms of this Agreement. Therefore, and in consideration of the payment of the Settlement Proceeds, the mutual covenants and agreements contained in this Agreement, and other sufficient and valuable consideration, the SETTLING PARTIES release and discharge one another and their respective Related Persons and Entities of and from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damage, costs, losses of services, expenses, compensation, requests for affirmative relief, and indemnification rights, whether they be actual, implied, expressed or perceived, which the SETTLING PARTIES have had, now have or which hereafter accrue or otherwise are accrued, on account of, or in any way arising out of the LAWSUIT or the PROJECT, subject only to the exceptions listed in Paragraph 7 below.

**WAIVER OF CIVIL CODE SECTION 1542.** The SETTLING PARTIES acknowledge and understand that there is a risk that, subsequent to the execution of this Agreement, they may accrue, obtain, incur, suffer or sustain claims, causes of action or damages which arise out of, are caused by, are connected with, or relate to the PROJECT or the LAWSUIT, which are unknown and unanticipated at the time this Agreement is signed or which are not presently capable of being ascertained. The SETTLING PARTIES further acknowledge that there is a risk that any claims, causes of action or damages as are known or should be known with respect to the released matters may become more serious than they now expect or anticipate. Nevertheless, the SETTLING PARTIES hereby expressly waive all rights they may have in such unknown and unexpected consequences or results as to the matters released, subject only to the exceptions listed in Paragraph 7 below. The SETTLING PARTIES acknowledge that they have had the benefit of or opportunity to consult with counsel, understand the provision of California *Civil Code* § 1542, and expressly waive the provisions of *Civil Code* § 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The SETTLING PARTIES hereby specifically waive any and all rights and benefits under *Civil Code* § 1542 as they relate to the matters released and acknowledge that this settlement would not be made without such a waiver.

#### 7. MATTERS NOT RELEASED

The following matters, claims and rights are excluded from the release set forth in Paragraph 6 above:  
(a) any claims by PLAINTIFF against any non-settling Defendant, Cross-Defendant, or any non-party who

provided labor, services, equipment or materials to the design or construction of the PROJECT, including, but not limited to METAL SALES MANUFACTURING CORPORATION, a Kentucky corporation, and their respective partners, shareholders, officers, employees, agents, insurers, sureties and affiliates; (b) the SETTLING DEFENDANTS' rights or claims under any insurance policy, any indemnity agreement, or any claims for indemnity (whether express, equitable, implied, comparative or otherwise), arising from the claims excluded under subparagraph 7a above; (c) any rights or claims under any insurance policy, or rights and claims under any indemnity agreement, or any claims for indemnity (whether express, equitable, implied, comparative or otherwise), arising from or related to any third party claims for bodily injury, personal injury or wrongful death; (d) any claims or rights unrelated to and not arising from the PROJECT or the LAWSUIT; (e) any unexpired manufacturer's warranties with respect to the materials, products or equipment furnished or supplied to the PROJECT; (f) the right to enforce the terms of this Agreement; and (g) any claims of the City against R&J SHEET METAL or its suppliers, including but not limited to the ASSIGNED RIGHTS under paragraph 3(c) above, related to the metal roof, roof underlayment, and exterior metal wall system at the Project, or under the Subcontractor Guarantee dated 9-22-06 ("Guarantee"), a copy of which is attached as Exhibit A. R&J SHEET METAL hereby affirms that the Guarantee is in effect, that it may be enforced by the City of Oxnard, as owner and as assignee of Viola Incorporated, in accordance with its terms. In the event of a claim under the Guarantee, R&J SHEET METAL agrees that as to the City of Oxnard, R&J will not assert that the lack of slope on areas of the roof or that the approval of its shop drawings excuse or relieve R&J SHEET METAL from repairing any leaks or other defects in the roof in accordance with the terms of the Guarantee. The City represents that it has not disassembled the roof, except for the removal and reinstallation of a single screw in the cricket area. R&J SHEET METAL reserves any and all rights and defenses under the Guarantee. This Agreement shall not in any way extend the Guarantee, and except as expressly stated herein, will not alter the Guarantee. PLAINTIFF represents that it currently has no knowledge of any pending claims for bodily injury, personal injury or wrongful death related to the PROJECT, nor of any defects or warranty claims not disclosed or discussed in the mediations or expert meetings which occurred during of the course of the LAWSUIT.

#### 8. MUTUAL REPRESENTATIONS, COVENANTS AND WARRANTIES

Each of the SETTLING PARTIES represent, warrant and agree as follows:

a. No SETTLING PARTY (nor any officer, agent, employee, representative, or attorney of or for any SETTLING PARTY) has made any statement or representation to any other SETTLING PARTY regarding any fact relied upon in entering into this Agreement, and no SETTLING PARTY is relying upon any statement, representation or promise of any other SETTLING PARTY (or of any officer, agent, employee, representative, or attorney for the other SETTLING PARTY) in executing this Agreement or in making the settlement provided for herein, except as expressly stated in this Agreement.

b. Each SETTLING PARTY has been advised by counsel, or has had the opportunity to seek advice of counsel, of the effect of entering into this Agreement. Each SETTLING PARTY has entered into this Agreement freely and voluntarily and has made an investigation of the facts pertaining to this settlement, this Agreement and of all the matters relating thereto.

c. Each SETTLING PARTY or responsible officer or agent thereof has read this Agreement and understands the contents hereof. Each of the persons executing this Agreement on behalf of the respective parties is empowered to do so and hereby binds his or her respective party.

d. Each SETTLING PARTY understands and agrees that the performance of the terms of this Agreement shall not be construed as an admission of any obligation or liability or the validity of any claim, inasmuch as each SETTLING PARTY has consistently maintained that it has no obligation to any other SETTLING PARTY.



e. Each SETTLING PARTY hereto represents and warrants that there has been no assignment, sale or transfer, by operation of the law or otherwise, of any claim, right, cause of action, demand, obligation, liability or interest released by any of them as provided herein, except for the express assignment set forth in Paragraph 3c. above.

## 9. MISCELLANEOUS

a. This Agreement is the entire agreement and understanding between the SETTLING PARTIES with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral and written agreements and discussions between or among any of them. The SETTLING PARTIES acknowledge and agree that there are no conditions, covenants, agreements or understandings between or among any of them except as set forth in this Agreement and the exhibits hereto. This Agreement may be amended only by a writing signed by the SETTLING PARTIES.

b. This Agreement is binding upon and shall inure to the benefit of each of the SETTLING PARTIES hereto and their respective parent companies, subsidiaries, affiliates, predecessors, successors, divisions, shareholders, directors, officers, employees, attorneys, agents, representatives, heirs and assigns.

c. This Agreement is to be executed and delivered within the State of California, and its validity, construction and performance, as well as the rights and obligations of the SETTLING PARTIES hereunder, shall be governed, construed and enforced in accordance with the laws of the State of California, without regard to principles of choice of law. The Ventura County Superior Court shall be the appropriate venue for the resolution of any disputes in connection with this Agreement. Each of the SETTLING PARTIES hereto has cooperated and participated in the drafting and preparation of this Agreement. Accordingly, the SETTLING PARTIES hereby acknowledge and agree that this Agreement shall not be construed or interpreted in favor of or against any party by virtue of the identity of its preparer.

d. The invalidity of any non-material provision(s) or part of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

e. The parties hereto agree to execute such documents and to take such other action as may be reasonably necessary to further the purpose(s) of this Agreement.

f. This Agreement may be executed in counterparts and when signed by each of the parties hereto with signed copies delivered to the other party, or their attorney, shall be deemed in full force and effect executed as set forth below. Further, a signature received by facsimile or e-mail (in PDF form) is as binding as an original signature.

IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE AS OF THE DATE FIRST SET FORTH ABOVE.

CITY OF OXNARD

VIOLA, INC.

By:

Name: Tim Flynn

Title: MAJOR

By:

Name:

Title:

e. Each SETTLING PARTY hereto represents and warrants that there has been no assignment, sale or transfer, by operation of the law or otherwise, of any claim, right, cause of action, demand, obligation, liability or interest released by any of them as provided herein, except for the express assignment set forth in Paragraph 3c. above.

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a. This Agreement is the entire agreement and understanding between the SETTLING PARTIES with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral and written agreements and discussions between or among any of them. The SETTLING PARTIES acknowledge and agree that there are no conditions, covenants, agreements or understandings between or among any of them except as set forth in this Agreement and the exhibits hereto. This Agreement may be amended only by a writing signed by the SETTLING PARTIES.

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IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE AS OF THE DATE FIRST SET FORTH ABOVE.

CITY OF OXNARD

VIOLA, INC.

By: \_\_\_\_\_  
Name:  
Title:

By:   
Name: Michael T. Viola  
Title: Chief Executive Officer

BRANNON, INC. dba SMITH ELECTRIC  
SERVICE

ROESLING NAKAMURA TERADA  
ARCHITECTS, INC.

By:   
Name: MICHAEL BRANNON  
Title: PRESIDENT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SYSKA HENNESSY GROUP, INC.

STANDARD DRYWALL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DAMAR CONSTRUCTION

CASTANEDA CONSTRUCTION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

KALWALL CORPORATION

ARCADIA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BRANNON, INC. dba SMITH ELECTRIC  
SERVICE

ROESLING NAKAMURA TERADA  
ARCHITECTS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SYSKA HENNESSY GROUP, INC.

STANDARD DRYWALL, INC.

By: *Gary A. Brennen*  
Name: GARY A. BRENNEN  
Title: CO-PRESIDENT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DAMAR CONSTRUCTION

CASTANEDA CONSTRUCTION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

KALWALL CORPORATION

ARCADIA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



BRANNON, INC. dba SMITH ELECTRIC  
SERVICE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ROESLING NAKAMURA TERADA  
ARCHITECTS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SYSKA HENNESSY GROUP, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STANDARD DRYWALL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DAMAR CONSTRUCTION

By:   
Name: MIKE MARSHALL  
Title: CEO

CASTANEDA CONSTRUCTION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

KALWALL CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ARCADIA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BRANNON, INC. dba SMITH ELECTRIC  
SERVICE

ROESLING NAKAMURA TERADA  
ARCHITECTS, INC.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

SYSKA HENNESSY GROUP, INC.

STANDARD DRYWALL, INC.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

DAMAR CONSTRUCTION

CASTANEDA CONSTRUCTION

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

KALWALL CORPORATION

ARCADIA, INC.

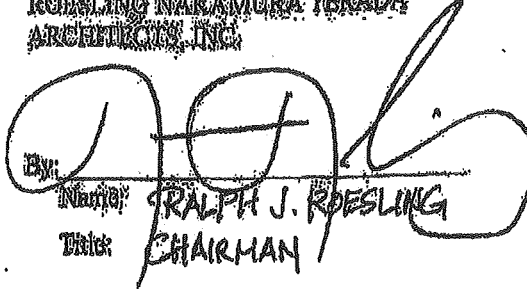
By: Richard R. Keller 1/16/15  
Name: Richard R. Keller  
Title: President

By: \_\_\_\_\_  
Name:  
Title:

BRANNON, INC. dba SMITH ELECTRIC  
SERVICES

ROESLING NAKAMURA TERADA  
ARCHITECTS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: RALPH J. ROESLING  
Title: CHAIRMAN

SYSCA HENNESSY GROUP, INC.

STANDARD DRYWALL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DAMAR CONSTRUCTION

CASTANEDA CONSTRUCTION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

KALWALL CORPORATION

ARCADIA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BRANNON, INC. dba SMITH ELECTRIC  
SERVICE

ROESLING NAKAMURA TERADA  
ARCHITECTS. INC.

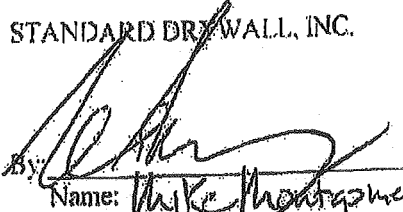
By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

SYSKA HENNESSY GROUP, INC.

STANDARD DRYWALL, INC.

By: \_\_\_\_\_  
Name:  
Title:

By:   
Name: Mike Montgomery  
Title: Counsel of Record per CCP#664.7

DAMAR CONSTRUCTION

CASTANEDA CONSTRUCTION

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

KALWALL CORPORATION

ARCADIA, INC.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:



BRANNON, INC. dba SMITH ELECTRIC  
SERVICE

By: \_\_\_\_\_  
Name:  
Title:

ROESLING NAKAMURA TERADA  
ARCHITECTS, INC.

By: \_\_\_\_\_  
Name:  
Title:

SYSKA HENNESSY GROUP, INC.

By: \_\_\_\_\_  
Name:  
Title:

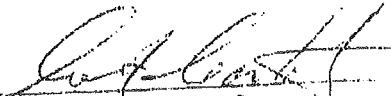
STANDARD DRYWALL, INC

By: \_\_\_\_\_  
Name:  
Title:

DAMAR CONSTRUCTION

By: \_\_\_\_\_  
Name:  
Title:

CASTANEDA CONSTRUCTION

By:   
Name: Andrew F. Castaneda  
Title: President / General manager

KALWALL CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

ARCADIA, INC

By: \_\_\_\_\_  
Name:  
Title:

BRANNON, INC. dba SMITH ELECTRIC  
SERVICE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ROESLING NAKAMURA TERADA  
ARCHITECTS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SYSKA HENNESSY GROUP, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STANDARD DRYWALL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DAMAR CONSTRUCTION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

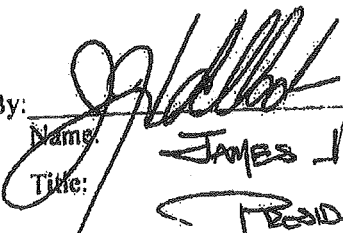
CASTANEDA CONSTRUCTION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

KALWALL CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ARCADIA, INC.

By:   
Name: JAMES H. SCHUDEL  
Title: President

CARMEL ARCHITECTURAL SALES

By: \_\_\_\_\_

Name:

David P. Trowno

Title: CEO

COAST TO COAST GLASS CORPORATION

By: \_\_\_\_\_

Name:

Title:

TORO ENTERPRISES, INC.

By: \_\_\_\_\_

Name:

Title:

T.B. PENNICK &amp; SONS, INC.

By: \_\_\_\_\_

Name:

Title:

R&amp;J SHEET METAL, INC.

By: \_\_\_\_\_

Name:

Title:

**APPROVED AS TO FORM:**GIBBS GIDEN LOCHER TURNER  
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By: \_\_\_\_\_

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Mikita A. Weaver, Esq.

Attorneys for VIOLA INC.

CARMEL ARCHITECTURAL SALES

COAST TO COAST GLASS CORPORATION

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

TORO ENTERPRISES, INC.

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: *pres*

R&amp;J SHEET METAL, INC.

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

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 Title: \_\_\_\_\_

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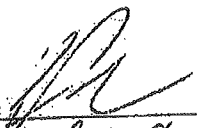
TORO ENTERPRISES, INC.

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By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

R&amp;J SHEET METAL, INC.

By:   
 Name: Rocky Flemons 1-6-2015  
 Title: V.C. President

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By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: Michelle Leterding  
 Name: \_\_\_\_\_  
 Title: Corp. Pres. 12/10/14

TORO ENTERPRISES, INC.

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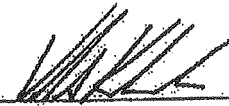
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 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By:  \_\_\_\_\_  
 Name: Victor Klemaske  
 Title: Vice President

R&amp;J SHEET METAL, INC.

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 Title: \_\_\_\_\_

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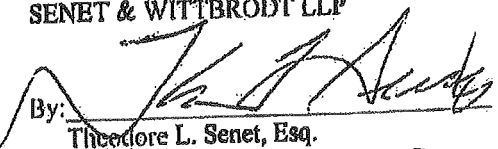
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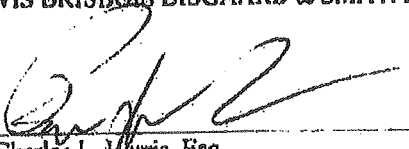
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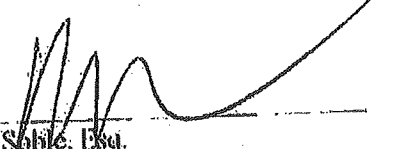
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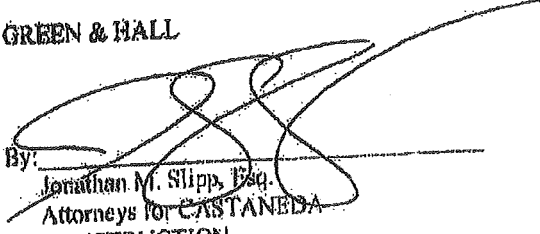
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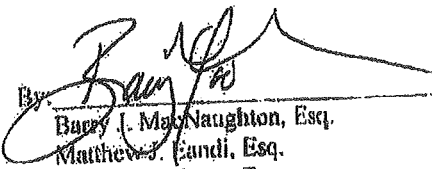
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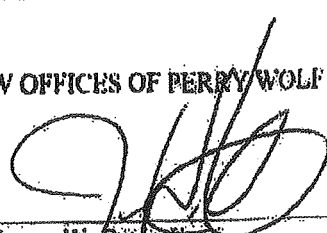
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Attorneys for CARMEL  
ARCHITECTURAL SALES

By: \_\_\_\_\_  
Jeffrey N. Stewart Esq.  
Attorneys for COAST TO COAST GLASS  
CORPORATION

## DIEDERICH &amp; ASSOCIATES

## LAW OFFICES OF PERRY WOLF

By: \_\_\_\_\_  
Anna Gelan, Esq.  
Attorneys for TORO ENTERPRISES,  
INC.

By: \_\_\_\_\_  
James W. Gates, Esq.  
Attorneys for T.B. PENICK & SONS, INC.

## LAW OFFICES OF ALEX P. AGHAJANIAN

## STUTZ ARTIANO SHINOFF &amp; HOLTZ

By: \_\_\_\_\_  
Alex P. Aghajanian, Esq.  
Attorneys for R&J SHEET METAL, INC.

By:   
Bret W. Eubank, Esq.  
Attorneys for CARMEL  
ARCHITECTURAL SALES



*R & J Sheet Metal, Inc.*

ARCHITECTURAL, SHEET METAL & SKYLIGHTS  
CONTRACTOR'S LICENSE # 540085

7575 WOODWIND DRIVE  
HUNTINGTON BEACH, CA 92047  
Phone: (714) 842-1308  
Fax: (714) 848-1848

## SUBCONTRACTOR GUARANTEE

CONTRACTOR: Viola Incorporated  
P.O. Box 5824  
Oxnard, CA 93031

### PAYMENT IN FULL WILL VALIDATE THE FOLLOWING:

We hereby guarantee that the work in the specification section noted above has been done in strict accordance with the drawings and specifications, and that the work installed will fulfill the requirements of those specifications. We agree to repair or cause to be repaired or replaced, any or all of our work which may prove to be defective in workmanship and/or materials, together with any adjacent work which requires repair or replacement because of defective work within a period of (20) TWENTY YEARS from the date of acceptance of the above named project by the owner.

Ordinary wear and unusual abuse or neglect are excepted from this guarantee.

SIGNED BY:

*Julie Fleeman*

TITLE:

Julie Fleeman, President

DATE:

9-22-06

**EXHIBIT A**

OXN0006433



**CITY OF OXNARD  
CAPITAL IMPROVEMENT PROJECT ESTIMATE**

**N.6.b**

Project Title: South Oxnard Library Rehabilitation Project Specification No: LD16-00

Account No: \_\_\_\_\_ Project No. \_\_\_\_\_ Project Manager: Ralph Alamillo

|                                                                                      | Original Estimate<br>Amount | Revised Estimate<br>Amount | Actual Cost     |
|--------------------------------------------------------------------------------------|-----------------------------|----------------------------|-----------------|
| <b>I. EXTERNAL SERVICES</b>                                                          |                             |                            |                 |
| A. Architectural/ Engineering (8201)                                                 |                             |                            |                 |
| 1. Preliminary Feasibility                                                           | 50,000                      |                            |                 |
| 2. Design or Construction                                                            |                             |                            |                 |
| 3. Specification/Cost Estimate                                                       | 100,000                     |                            |                 |
| B. Planning/EIR Services (8206)                                                      |                             |                            |                 |
| C. Real Estate Services (8207)                                                       |                             |                            |                 |
| D. Construction Services (8208)                                                      |                             |                            |                 |
| 1. Surveys                                                                           |                             |                            |                 |
| 2. Soils Analysis                                                                    | 10,000                      |                            |                 |
| 3. Inspection                                                                        | 10,000                      |                            |                 |
| 4. Testing                                                                           | 5,000                       |                            |                 |
| 5. Atlas Fees                                                                        |                             |                            |                 |
| 6. Plans and Records                                                                 |                             |                            |                 |
| 7. Misc. (postage, reproductions, etc.)                                              |                             |                            |                 |
| Total External Services                                                              | \$ 175,000                  |                            |                 |
| <b>II. INTERNAL SERVICES</b>                                                         |                             |                            |                 |
| A. Design Engineering (8451)                                                         | 5,000                       |                            |                 |
| B. Inspection (8451)                                                                 |                             |                            |                 |
| C. Survey (8451)                                                                     |                             |                            |                 |
| D. Contract Administration (8451)                                                    | 54,000                      |                            |                 |
| E. Contract Procurement (8451)*                                                      | 6,000                       | 6,000                      | 6,000           |
| Total Internal Services                                                              | \$ 65,000                   | \$ 6,000                   | \$ 6,000        |
| <b>III. CONSTRUCTION/ACQUISITION</b>                                                 |                             |                            |                 |
| <i>Funding for items in this section must be in place before contract is awarded</i> |                             |                            |                 |
| A. Land, Easements and Rights-of-Way (8601)                                          |                             |                            |                 |
| B. Buildings:                                                                        |                             |                            |                 |
| 8602-New                                                                             |                             |                            |                 |
| 8603-Major Repair                                                                    |                             |                            |                 |
| C. Improvements other than Buildings                                                 |                             |                            |                 |
| 8604-New                                                                             | 665,000                     |                            |                 |
| 8605-Major Repair                                                                    |                             |                            |                 |
| D. Machinery/Equipment (8606/8607)                                                   |                             |                            |                 |
| Total Construction/Acquisition                                                       | \$ 665,000                  |                            |                 |
| <b>IV. OTHER PROJECT COSTS:</b>                                                      |                             |                            |                 |
| A. Project Contingencies (8802)                                                      |                             |                            |                 |
| B. CIP Indirect Cost (2.23% of total construction costs)                             |                             |                            |                 |
| Total Other Costs                                                                    |                             |                            |                 |
| <b>Project Total</b>                                                                 | <b>\$ 905,000</b>           | <b>\$ 6,000</b>            | <b>\$ 6,000</b> |
| Total Appropriation                                                                  |                             |                            |                 |
| Less: Encumbrances & Expenditures                                                    |                             |                            |                 |
| Balance Available                                                                    |                             |                            |                 |

**\*NOTICE**

Approval of this estimate authorizes the transfer of the amount shown in item II-E from the project listed above to Contract Procurement Account No. 101-4501-553-7337 when bid solicitation services begin.

Prepared by: RA

Date: March 3, 2016

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

S:\Contract Procurement\Tools\Project Estimate

## REQUEST FOR BUDGET APPROPRIATION

**Department:** Public Works  
**Project/Program**  
**Manager:** Art Gutierrez

**Date:** July 12, 2016  
**Phone:** 385-8082

**Reason for Appropriation:**

To appropriate \$905,000 from General Funds - Fund Balance for the remediation of flooring and skylight at South Oxnard Branch Library

**Accounts and Descriptions****AMOUNT**

**Fund: GENERAL FUND (101)**

**Expenditures/Transfers Out****RESERVES AND TRANSFERS (1002)**

|                    |                                             |                |
|--------------------|---------------------------------------------|----------------|
| 101-1002-808.87-12 | TRANSFERS - OUT / TSFR TO CAPITAL OUTLAY FD | <u>905,000</u> |
|                    | Sub-total Expenditures                      | <u>905,000</u> |

**Net Change to Fund Balance** (905,000)

**Fund: Capital Outlay Funds (301)**

**Revenues/Transfers In****So. Oxnard Library (5407)**

|                    |                                                  |                |
|--------------------|--------------------------------------------------|----------------|
| 301-5407-711.79-01 | OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FU | <u>905,000</u> |
|                    | Sub-total Revenues                               | <u>905,000</u> |

**Expenditures/Transfers Out****So. Oxnard Library Improvement (Project 165703)**

|                    |                                                  |                |
|--------------------|--------------------------------------------------|----------------|
| 301-5407-826.82-01 | CONTRACTS AND SERVICES / SVCS-ARCHITECTURE/ENG   | 150,000        |
| 301-5407-826.82-08 | CONTRACTS AND SERVICES / SERVICES - CONSTRUCTION | 25,000         |
| 301-5407-826.84-51 | OTHER SERVICES / SERVICES FROM OTHER PROG        | 65,000         |
| 301-5407-826.86-06 | CAPITAL OUTLAY / MACHINERY AND EQUIP NEW         | <u>665,000</u> |
|                    | Sub-total Expenditures                           | <u>905,000</u> |

**Net Change to Fund Balance** 0

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) \_\_\_\_\_  
 BA Doc# (Finance Use Only) \_\_\_\_\_  
 Rev \_\_\_\_\_

**Packet Pg. 522**

**Approvals**

Department Director \_\_\_\_\_

Chief Financial Officer \_\_\_\_\_

City Manager \_\_\_\_\_



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Report**

**AGENDA ITEM NO.:**

**DATE:** July 12, 2016

**TO:** City Council

**THROUGH:** Greg Nyhoff, City Manager  
Office of the City Manager

**FROM:** Daniel Rydberg, Public Works Director

**SUBJECT:** Third Amendment to Agreement No. A-7620 with Aquatic Bioassay and Consulting Laboratories, Inc. (5/5)

**CONTACT:** Badaoui Mouderrres, Public Works  
Badaoui.Mouderrres@oxnard.org, 805.385.8153

**RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute a Third Amendment to Agreement No. A-7620 with Aquatic Bioassay and Consulting Laboratories, Inc., in the amount of \$423,796 for a total amount of \$1,545,963 for receiving water monitoring services and to extend the expiration date to July 1, 2017.

**BACKGROUND**

On November 5, 2013, the City Council approved Agreement No. A-7620 for receiving water monitoring services in the amount \$211,098 for the first nine-month period, and provided for an option to renew for five (5) additional one-year terms at approximately \$450,000 per year. The annual costs are for basic services excluding special studies required by the Los Angeles Regional Water Quality Control Board. A First Amendment to the Agreement for fiscal year 2014-2015 was approved by City Council on July 8, 2015 in the amount of \$451,281 and a Second Amendment was approved by City Council on July 21, 2015 for fiscal year 2015-2016 in the amount of \$459,788. This Third Amendment is in the amount of \$423,796 and extends the expiration date to July 1, 2017.

The Oxnard Wastewater Treatment Plant discharges treated wastewater to the Pacific Ocean via an ocean outfall structure. This discharge is regulated by both federal and state laws, and is



Third Amendment to Agreement No. A-7620 with Aquatic Bioassay and Consulting Laboratories, Inc.  
July 12, 2016  
Page 2

permitted by the California Regional Water Quality Control Board via a National Pollutant Discharge Elimination System (NPDES) permit. The permit requires the City to monitor the quality of the treated wastewater, as well as monitor the Pacific Ocean in the vicinity of the outfall structure (Santa Clara River Mouth to Point Mugu). The ocean monitoring includes both chemical and biological sampling & analyses.

The City's NPDES permit requires that the City utilize only laboratories which are certified by the California Environmental Laboratories Accreditation Program (ELAP). In the State of California, there are 605 ELAP-certified laboratories. Of the 605 total laboratories, there are 102 located in the six coastal counties surrounding Oxnard (Los Angeles, Orange, Ventura, San Diego, San Luis Obispo, Santa Barbara). Staff researched the 102 companies in order to establish a list of proposers that may be able to meet the sampling requirements in Oxnard's permit. Of the 102 laboratories researched and contacted, 21 expressed interest in the City's request for proposals. On August 15, 2013, the City issued a request for proposals for receiving water monitoring services to the 21 companies, advertised in the Ventura County Star, and posted on the City's website. Only Aquatic Bioassay & Consulting Laboratories, Incorporated (ABC Laboratories) responded to the City's request for proposals.

#### **FINANCIAL IMPACT**

Funds are available in the Fiscal Year 2016-2017 Wastewater Treatment Fund, Operating Account Number 621-6201-842-8210 to cover the cost of this Third Amendment.

## Agreement No. A-7620

**THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES**

This Third Amendment ("Third Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Aquatic Bioassay & Consulting Laboratories, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on October 22, 2013, by City and Consultant. The Agreement previously has been amended on July 8, 2014, by a First Amendment, and on July 14, 2015, by a Second Amendment.

City and Consultant agree as follows:

1. Section 12 of Agreement is deleted in its entirety and replaced with the following: "This Agreement shall begin on October 22, 2013 and expire on July 1, 2017, with the potential for two (2) additional one-year extensions beginning July 1, 2017, based upon successful completion of the terms of the monitoring program."
2. Section 14a of the Agreement is amended to read as follows: "City agrees to pay Consultant in an amount not to exceed \$1,545,963 for services provided under this Agreement until June 30, 2017 at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein."
3. Exhibit A, A-1 and A2 are supplemented with Exhibit A3, attached hereto, and incorporated herein by reference.
4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

---

 Tim Flynn, Mayor

---

  
 Thomas Mikel, Aquatic Bioassay and  
 Consulting Laboratories, Inc.

ATTEST

APPROVED AS TO INSURANCE:

---

 Daniel Martinez, City Clerk

---

 Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

---

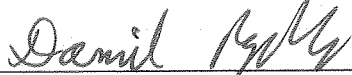
 Stephen M. Fischer, City Attorney

---

 Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

---

  
 Daniel Rydberg, P.E., Public Works Director

---

  
 Badaoui Mouderrres, Interim Environmental  
 Compliance and Program Management  
 Division Manager

## EXHIBIT A3



City of Oxnard  
Receiving Water Monitoring Price Sheet - 2016 to 2017

Valid thru June, 2017

| Budget Year               | Program                                                | Task Total                                                  | 2016-2017 Budget | Comments                                                                                                                                                                                            |
|---------------------------|--------------------------------------------------------|-------------------------------------------------------------|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2016 - 2017               | Task 1 Receiving Water Monitoring                      | Field Lab Management<br>\$ 84,460<br>\$ 50,716<br>\$ 42,698 | 177,873          | (4) Qtrly surveys in August, November, February, May<br>Bacti and ocean acidification analyses; 54 each per quarterly survey<br>(4) Qtrly rpts; Annual Report; Data Management & Analysis; Regional |
|                           | Task 2 Benthic Sediments Monitoring                    | Field Lab Management<br>\$ 21,682<br>\$ 24,960<br>\$ 58,096 | 104,738          | August and September<br>NPDES specified constituents: (7) stations<br>Bight Regional Meetings, program management                                                                                   |
|                           | Task 3 Fish & Macroinvertebrate Monitoring             | Field Lab Management<br>\$ 31,456<br>\$ 22,648<br>\$ 14,690 | 68,795           | Population Trawls + Bagged Mussels<br>NPDES specified constituents: (15) composite samples<br>Bight Regional Meetings, program management                                                           |
|                           | Task 4 Seafood Safety Monitoring                       | Field Lab Management<br>\$ -<br>\$ -<br>\$ -                | -                | Only in years 2,3 and 5 of the permit; 2016 excluded<br>NPDES specified constituents: (15) composite samples<br>Bight Regional Meetings, program management                                         |
|                           | Task 5 Special Studies<br>Mussel array & Effluent CECs | Field Lab Management<br>\$ 1,353<br>\$ 42,079<br>\$ 4,800   | 48,232           | Equipment, mussels, boat day<br>CEC analyses w/ 25% laboratory adjustment.<br>Included in pricing above                                                                                             |
|                           | Task 6 Kelp Bed Monitoring                             | Management<br>\$ 8,531                                      | 8,531            | Annual Meeting; document review; aerial fly over costs                                                                                                                                              |
|                           | Task 7 Annual Outfall & Diffuser Inspection            | Field Lab Management<br>\$ 10,883<br>\$ 2,663<br>\$ 2,081   | 15,627           | September to October annually<br>Video review and preparation<br>Program Management                                                                                                                 |
| TOTAL 2016 to 2017 Budget |                                                        |                                                             | \$ 423,796       |                                                                                                                                                                                                     |





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/7/2016

N.7.a

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

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

|                                                                                                                                 |                                                                                                                                                                                                |                       |
|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| PRODUCER<br><b>ISU INS SERV - BC ENV BROKERAGE</b><br>1037 Suncast Ln Ste 103<br>El Dorado Hills, CA 95762                      | CONTACT NAME <b>KELLY LAZARO</b><br>PHONE (A/C No Ext) <b>(916) 939-1080</b> FAX (A/C No) <b>(916) 939-1085</b><br>E-MAIL ADDRESS                                                              |                       |
| INSURED<br><b>AQUATIC BIOASSAY &amp; CONSULTING LABS, INC.</b><br><b>ABC LABS</b><br>29 NORTH OLIVE STREET<br>VENTURA, CA 93001 | INSURER(S) AFFORDING COVERAGE<br>INSURER A <b>LIBERTY SURPLUS INS. CORP. # 10725</b><br>INSURER B <b>HARTFORD ACCIDENT &amp; INDEMNITY</b><br>INSURER C<br>INSURER D<br>INSURER E<br>INSURER F | NAIC#<br><b>22357</b> |

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                            | ADOL INSD                           | SUBR WVD | POLICY NUMBER                       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------|-------------------------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> CONT. POLLUTION<br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |                                     |          | UVEDE104729115                      | 07/29/15                | 07/29/16                | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one pers an) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPOF AGG \$ 2,000,000 |
|          | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                                                                          |                                     |          | 57 UEC U06851 SC                    | 07/29/15                | 07/29/16                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
|          | UMBRELLA LIAB<br>EXCESS LIAB<br>DED RETENTION \$                                                                                                                                                                                                                                                                                                                                             |                                     |          | UMEDE104730115<br>OVER PRIM/AUTO/WC | 07/29/15                | 07/29/16                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000                                                                                                                                                                                    |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                       | Y/N<br><input type="checkbox"/> N/A |          |                                     |                         |                         | PER STATUTE<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                                   |
| A        | PROF. LIAB.<br>CLAIMS MADE                                                                                                                                                                                                                                                                                                                                                                   |                                     |          | UVEDE104729115<br>RETRO: 07/29/04   | 07/29/15                | 07/29/16                | \$2,000,000 OCCURRENCE<br>\$2,000,000 AGGREGATE                                                                                                                                                                                           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: REFERENCE NO. A-6892

THE CITY OF OXNARD, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS HAVE BEEN NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL AND AUTO LIABILITY. PRIMARY AND NON CONTRIBUTORY COVERAGE AND WORDING APPLIES. WAIVER OF SUBROGATION APPLIES. SEVERABILITY OF INTEREST APPLIES. 30 DAY NOTICE OF CANCELLATION APPLIES. (BLANKET ENDORSEMENTS ATTACHED)

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF OXNARD  
ATTN: RISK MANAGER  
REFERENCE NO. A-6892  
300 W. THIRD STREET, SUITE 302  
OXNARD, CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**LIU Environmental Advantage™****LIBERTY SURPLUS INSURANCE CORPORATION**

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NOTICE OF CANCELLATION ENDORSEMENT – DESIGNATED ENTITY**

|                                  |                                                                     |                  |               |
|----------------------------------|---------------------------------------------------------------------|------------------|---------------|
| Effective Date:                  | June 7, 2016                                                        | Expiration Date: | July 29, 2016 |
| Policy Number:                   | UVEDE104729115                                                      | Endorsement No.: | 19            |
| Issued To:                       | Aquatic Bioassay & Consulting Laboratories, Inc. dba ABC Labs, Inc. |                  |               |
| Base Premium:                    | \$250.00                                                            |                  |               |
| Certified Terrorism Premium:     | Rejected                                                            |                  |               |
| Non-Certified Terrorism Premium: | Rejected                                                            |                  |               |
| Total Premium:                   | \$250.00 SLT: \$7.50, Stamping Tax: \$.50, Total: \$258.00          |                  |               |

It is hereby agreed that **SECTION V – CONDITIONS, paragraph 3., Cancellation**, of the policy is modified as follows, but only for the Designated Entity(s) scheduled on this endorsement:

Except for instances where cancellation is due to the non-payment of premium, we will send thirty (30) days written notice to the Designated Entity shown in the Schedule below, if the policy is cancelled by us.

**SCHEDULE****Designated Entity(s):**

City of Oxnard  
300 W. Third St., #302  
Oxnard, CA 93030

Failure to send written notice, as provided in this endorsement, to the Designated Entity(s) above, does not invalidate any cancellation of coverage as it pertains to the interests of any other person or entity.

All other terms, conditions and exclusions shall remain the same.



LSIC-E-UV-67 (02/09)

**LIU Environmental Advantage™****LIBERTY SURPLUS INSURANCE CORPORATION**

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF SUBROGATION**

|                 |                                                                     |                  |               |
|-----------------|---------------------------------------------------------------------|------------------|---------------|
| Effective Date: | June 7, 2016                                                        | Expiration Date: | July 29, 2016 |
| Policy Number:  | UVEDE104729115                                                      | Endorsement No.: | 18            |
| Issued To:      | Aquatic Bioassay & Consulting Laboratories, Inc. dba ABC Labs, Inc. |                  |               |

|                                  |                                                            |
|----------------------------------|------------------------------------------------------------|
| Base Premium:                    | \$250.00                                                   |
| Certified Terrorism Premium:     | Rejected                                                   |
| Non-Certified Terrorism Premium: | Rejected                                                   |
| Total Premium:                   | \$250.00 SLT: \$7.50, Stamping Tax: \$.50, Total: \$258.00 |

It is hereby agreed that, **SECTION V - CONDITIONS**, paragraph 14. Subrogation is modified as follows:**SCHEDULE****Name of Person or Organization:**

City of Oxnard, its city council, officers, employees, agents and volunteers  
 300 W. Third St., #302  
 Oxnard, CA 93030

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The Subrogation Condition (Section V - Conditions) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

All other terms, conditions and exclusions shall remain the same.



LSIC-E-UV-15 (08/08)

**LIU Environmental Advantage™****LIBERTY SURPLUS INSURANCE CORPORATION**

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED / PRIMARY COVERAGE ENDORSEMENT**

|                 |                                                                     |                  |               |
|-----------------|---------------------------------------------------------------------|------------------|---------------|
| Effective Date: | June 7, 2016                                                        | Expiration Date: | July 29, 2016 |
| Policy Number:  | UVEDE104729115                                                      | Endorsement No.: | 17            |
| Issued To:      | Aquatic Bioassay & Consulting Laboratories, Inc. dba ABC Labs, Inc. |                  |               |

|                                  |                                                            |
|----------------------------------|------------------------------------------------------------|
| Base Premium:                    | \$250.00                                                   |
| Certified Terrorism Premium:     | Rejected                                                   |
| Non-Certified Terrorism Premium: | Rejected                                                   |
| Total Premium:                   | \$250.00 SLT: \$7.50, Stamping Tax: \$.50, Total: \$258.00 |

In consideration of an additional premium of \$250, it is hereby agreed that the following is included as an Additional Insured as respects Coverages A, B and D but only as respects liability arising out of "your work" for the Additional Insured by or for you.

**Additional Insured:**

City of Oxnard, its city council, officers, employees, agents and volunteers  
300 W. Third St., #302  
Oxnard, CA 93030

This does not apply to "bodily injury", "property damage" or "environmental damage" arising out of the sole negligence or wilful misconduct of, or for defects in design furnished by, the Additional Insured.

As respects the coverage afforded the Additional Insured, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such Additional Insured whether primary, excess, contingent, or on any other basis.

This endorsement does not increase the company's limits of liability as specified in the Declarations of this policy.

All other terms, conditions and exclusions shall remain the same.



LSIC-E-UV-49 (08/08)

POLICY NUMBER: 57 UEC UO6851  
CHANGE NUMBER: 003A

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

THE CITY OF OXNARD, ITS CITY  
COUNCIL, OFFICERS, EMPLOYEES  
AGENTS, VOLUNTEERS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



POLICY NUMBER: 57 UEC U06851  
CHANGE NUMBER: 003



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

NAMED PERSON(S) OR ORGANIZATION(S)

COMMERCIAL AUTO COVERAGE PART

THE CITY OF THOUSAND OAKS, ITS ELECTED OFFICIALS, OFFICERS AND  
EMPLOYEES

9600 SANTA ROSA ROAD

CAMARILLO, CA 93012

RE: TOXICITY AND BIO-ASSESSMENT / VENTURA AND THOUSAND OAKS

THE CITY OF OXNARD, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AGENTS,  
AND VOLUNTEERS.

300 W. THIRD ST. #302

OXNARD, CA 93030



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory If Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:



If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### 3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

### 4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### 5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

### 6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

### 7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### 8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

- a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### 16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### 17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### 18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### 19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.