

# STAFF REPORT



ITEM NO. **11**  
CITY OF OCEANSIDE

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DATE: December 14, 2005

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **APPROVAL OF A TWO-YEAR PROFESSIONAL SERVICES AGREEMENT WITH EXECUTIVE LANDSCAPE, INC., OF FALLBROOK IN THE AMOUNT OF \$1,176,007 FOR THE LANDSCAPE MAINTENANCE AND UPKEEP OF THE CITY'S THIRTEEN LANDSCAPE MAINTENANCE ASSESSMENT DISTRICTS, AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE THE AGREEMENT**

## SYNOPSIS

Staff recommends that the City Council approve a twenty-four month professional services agreement in the amount of \$1,176,007 with Executive Landscape, Inc., of Fallbrook for the landscape maintenance and upkeep of the thirteen Landscape Maintenance Assessment Districts ("LMADs") and authorize the City Manager to execute the agreement.

## BACKGROUND

The City administers the maintenance of the thirteen LMADs within the City. The current professional services agreement for the LMADs expires December 31, 2005. In September 2005, the City solicited proposals from qualified private companies to perform the landscape maintenance and upkeep of the LMADs. Requests for Proposals ("RFP") were mailed to all landscape maintenance companies with Oceanside business licenses and advertised in the local newspapers. In response to the RFP, two proposals were received and compared on a competitive negotiating basis. The two companies that submitted proposals were Executive Landscape Inc., of Fallbrook and Parkwest Landscape Maintenance Inc., of San Marcos. Parkwest Landscape Maintenance Inc., submitted a price of \$1,423,320 for twenty-four months. Executive Landscape Inc., submitted a price of \$1,176,007 for twenty-four months.

## ANALYSIS

The selection panel reviewed each proposal to determine whether the proposals met the requirements of the RFP. The proposing firms' overall qualifications, including the qualifications of key personnel, prior service experience, availability of personnel and ability to provide the required services were considered critical. While cost was a very important consideration, it was not the deciding factor in the selection process.

Staff determined that Executive Landscape, Inc.'s, supervisory structure is superior and can best meet seasonal personnel changes required by the job. Furthermore, Executive Landscape Inc., is the current LMAD service provider, and therefore, the City is knowledgeable of their quality of work. The term of the agreement is for twenty-four months commencing January 1, 2006, and ending December 31, 2007.

Some of the terms include a renewal clause and a termination clause. The agreement has two consecutive one-year renewals under the same terms and conditions, with the exception of compensation. The yearly compensation during the renewal terms would be adjusted to reflect the change in the semi-annual Consumer Price Index for All Urban Consumers for San Diego. The agreement also includes a termination clause in which the City can terminate with written notice, by the City, based on impossible or impracticable work conditions, acts of God, or lack of funds for the agreement.

### **FISCAL IMPACT**

The twenty-four month agreement in the amount of \$1,176,007 to Executive Landscape Inc., will be paid from the thirteen LMAD funds. While this agreement is a twenty-four month agreement, the term actually covers part of three fiscal years for the LMADs. The term covers the last six months of LMAD fiscal year 2005-2006, all of fiscal year 2006-2007, and the first six months of fiscal year 2007-2008. The thirteen LMADs have sufficient operating revenues to offset the proposed increase in the maintenance agreement for the balance of fiscal year 2005-2006. The LMADs are anticipated to have sufficient operating revenue for fiscal year 2006-2007. As for the fiscal year 2007-2008, it is anticipated that all of the LMADs will not have adequate funding to cover the six month period of the agreement that falls within said fiscal year.

Prior to the beginning of fiscal year 2007-2008, the City Council will need to address the anticipated shortfall. One alternative is to consider a Proposition 218 assessment increase vote for the LMADs requiring fund increases. Other alternatives would be for the City to terminate the agreement in the last six months of the agreement, and to renegotiate a new agreement, or to reduce services within the respective LMADs to a level to which each respective LMAD budget can support.

### **INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be provided. The contractor shall also provide a performance bond for one-hundred percent of the agreement price and a material and labor bond for fifty percent of the agreement price.

### **COMMISSION OR COMMITTEE REPORT**

Does not apply.

### **CITY ATTORNEY ANALYSIS**

The City Attorney reviewed and approved the professional services agreement as to form.

**RECOMMENDATION**

Staff recommends that the City Council approve a twenty-four month professional services agreement with a cost in the amount of \$1,176,007 with Executive Landscape, Inc., of Fallbrook for the landscape maintenance and upkeep of the thirteen Landscape Maintenance Assessment Districts; and authorize the City Manager to execute the agreement.

PREPARED BY:

SUBMITTED BY:

  
Heidi Janz  
Program Specialist

  
Steven R. Jepsen  
City Manager

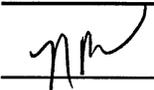
REVIEWED BY:

Michelle Skaggs Lawrence, Assistant to the City Manager

Peter A. Weiss, Public Works Director

Douglas E. Eddow, Real Property Manager

Nita McKay, Financial Services Director

**Exhibit A**

<b>EXECUTIVE LANDSCAPE - CONTRACT INCREASE</b>			
<b>LMAD</b>	<b>1/05-12/05</b>	<b>1/06-12/06</b>	<b>INCREASE</b>
DEL ORO HILLS	\$ 183,996	\$ 243,744	\$ 59,748
DOUGLAS PARK	36,035	47,736	11,701
DP - VANDEGRIFT	1,753	8,100	6,347
GUAJOME RIDGE	12,677	16,788	4,111
MAR LADO HIGHLANDS	29,425	38,976	9,551
MISSION MEADOWS - "A"	1,614	2,136	522
MISSION MEADOWS - "B"	13,565	17,964	4,399
PEACOCK HILLS	3,019	3,996	977
RANCHO HERMOSA	12,693	16,812	4,119
SANTA FE MESA	136,078	180,264	44,186
SUNBURST HOMES	2,125	2,820	695
SUNSET HILLS	5,335	7,068	1,733
VISTA DEL RIO	1,197	1,584	387
<b>TOTAL</b>	<b>\$ 439,512</b>	<b>\$ 587,988</b>	<b>\$ 148,476</b>

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

**CITY OF OCEANSIDE**

**MAINTENANCE SERVICES AGREEMENT**

**PROJECT: LANDSCAPE MAINTENANCE ASSESSMENT DISTRICTS**

THIS Agreement is made and entered into this 18 day of ~~NOVEMBER~~, 2005, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Executive Landscape, Inc., hereinafter designated as "CONTRACTOR."

**RECITALS**

- A. CITY desires to obtain MAINTENANCE services from an independent CONTRACTOR for the above named project.
- B. CONTRACTOR has submitted a proposal to provide landscape maintenance for the Landscape Maintenance Assessment Districts in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONTRACTOR as an independent CONTRACTOR and CONTRACTOR desires to provide services to CITY as an independent CONTRACTOR.
- D. CONTRACTOR has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

- 1. **SCOPE OF WORK.** The CONTRACTOR shall furnish all labor, equipment, materials, tools, services and special skills required to perform the scope of work as set forth in Exhibit "A" attached hereto and by this reference made part of this Agreement.
- 2. **LOCATION OF WORK.** Various locations within the City of Oceanside, which are more particularly described in Exhibit "B", attached hereto and by this reference made part of this Agreement.
- 3. **TERM.**

**3.01 Commencement.** The term of this Agreement shall be for a period of **TWENTY-FOUR MONTHS (24) months commencing JANUARY 1, 2006 and ending DECEMBER 31, 2007.**

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

**3.02 Renewal Options.** The CONTRACTOR may request extensions of the term of this Agreement for an additional **TWO (2)** consecutive **ONE (1)** year renewals under the terms and conditions of this Agreement, except compensation, which will be adjusted according to §4.3 and provided that the CONTRACTOR is not in default of this Agreement.

The CONTRACTOR may request extensions provided that written notice from the CONTRACTOR is received by the City Manager no sooner than **180 days and not later than 90 days** prior to the expiration of the term of this Agreement. Upon receipt of CONTRACTOR's written request for renewal, the City Manager shall respond to CONTRACTOR, in writing, within 60 days of receipt of said written request for renewal with his/her determination to either accept or reject CONTRACTOR's request for renewal. Acceptance of the renewal request requires City Council approval and that approval shall be based solely upon the discretion of the City Council. City Council approval of one Agreement renewal does not obligate the City Council to approve a subsequent CONTRACTOR requested renewal.

**3.03 Termination Of Agreement.** The CITY may terminate the Agreement as described elsewhere in the Agreement or upon written notice by the CITY when conditions encountered during the Work make it impossible or impracticable to proceed, or when the CITY is prevented from proceeding with the Agreement by acts of God, national emergency, proclamation of the President of the United States, order of any federal authority, by law, or by official action of a public authority.

In the event of such a termination, the CONTRACTOR shall be entitled to compensation only for the reasonable value of the work done.

**3.04 Fiscal Year Budget.** If the Fiscal Year Budget for the CITY during the initial term of the Agreement does not contain funds for the Agreement, then that portion of the Agreement shall be considered null and void effective July 1<sup>st</sup>, the beginning of the Fiscal Year in which the Agreement funds are not allocated. Nothing in this Agreement shall obligate the CITY to appropriate funds for the Agreement, provided however that the CITY agrees that it will not contract with another individual provider of like services in a year in which it does not appropriate funds for the Agreement.

**4. COMPENSATION.**

**4.01** CONTRACTOR's compensation for all work performed in accordance with this Agreement, shall be One Million Ninety-five Thousand Seven Hundred Sixty-nine Dollars and Twenty Cents (\$1,095,769.20). Cost per District and Unit Cost Schedule are set forth in Exhibit "C" attached hereto and by this reference made part of this Agreement.

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

**4.02** CITY shall cause disposal fees to be waived at the green waste disposal site, 3300 ½ Oceanside Boulevard for disposal of 200 tons per year for the first two years and 100 tons for months 25 through 30 of the Agreement for green waste generated as a result of this Agreement.

**4.03** CONTRACTOR shall provide CITY monthly invoices based on one thirtieth (1/30) of the annual cost. CITY will make payments within fifteen (15) days of the receipt of monthly invoice.

**4.04 Compensation Adjustment Computation.** Any term renewal compensation under the Agreement, including Exhibit "C", shall be computed in accordance with the following definitions and formulas:

Definitions:

**Compensation Adjustment Index.** The index used will be the semi-annual Consumer Price Index for "All Urban Consumers" for San Diego, California. If this index is no longer published, the index for adjustment will be the U.S. Department of Labor's "Comprehensive Official Index" most comparable to the aforesaid index.

If the Department of Labor indices are no longer published, another index generally recognized as authoritative will be substituted by agreement of CITY and CONTRACTOR. If the parties cannot agree within **60 days** after demand by either party, a substitute index will be selected by the Chief Officer of the Regional Office of the Bureau of Labor Statistics or its successor.

**Initial Compensation:** The initial monthly compensation at the commencement of the Agreement times 12.

**Existing Compensation:** The existing compensation shall be the compensation in effect on the date proceeding the term renewal date.

**Percent change in the CPI:** The percent change in the CPI shall be the percent change in the San Diego All Consumer Index over the preceding **12-month** period from July 1, 2004 through June 30, 2005 for the first year renewal and July 1, 2005 through June 30, 2006 for the second year renewal.

Rent Adjustment Formulas:

**First Adjustment:** Initial compensation + (Initial compensation x the percent change in the CPI) = New compensation.

For example: \$122,000 + (\$122,000 x 2.5%) = \$125,050

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

**Subsequent Adjustments:** Existing compensation + (Initial compensation x the percent change in the CPI) = New compensation.

For example: \$125,050 + (\$122,000 x 3%) = \$128,710

**5. AGREEMENT BONDS.** CONTRACTOR shall provide and cause to maintain throughout the term of this Agreement, two good and sufficient bonds in the amounts listed below:

- (a) "Performance Bond" for 100 percent of the agreement award to guarantee faithful and timely performance of all work, in a manner satisfactory to the CITY, and further guarantee that all materials and workmanship will be free from original or developed defects.
- (b) "Payment Bond" (material and labor bond) for 50 percent of the agreement award to satisfy claims of material suppliers, mechanics, and laborers employed by CONTRACTOR on the work that is the subject of the agreement."

**6. INSURANCE.**

**6.01 Liability Insurance.** CONTRACTOR shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

**6.01.1** CONTRACTOR shall maintain liability insurance in the following minimum limits:

<u>General Liability</u>	
Combined Single Limit Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000
<u>Automobile Liability Insurance</u>	
Combined Single Limit Per Occurrence	\$1,000,000

**6.01.2** All insurance companies affording coverage to the CONTRACTOR shall be required to add the City of Oceanside as "ADDITIONAL INSURED" under the insurance policy for all work performed in accordance with the Agreement.

**6.01.3** All insurance companies affording coverage to the CONTRACTOR for the Agreement shall be insurance organizations authorized by

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

the Insurance Commissioner of the State of California Department of Insurance to transact business of insurance in the State of California.

**6.01.4** All insurance companies affording coverage shall provide thirty (30) day written notice to the City of Oceanside should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

**6.01.5** CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, concurrently with the submittal of the Agreement.

**6.01.6** CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.

**6.01.7** Maintenance of insurance by the CONTRACTOR as specified in the Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

**6.02 Contractor's Indemnification Of City.** CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the CONTRACTOR or its employees, agents, subcontractors, or others in connection with the execution of the work covered by the Agreement, except only for those claims arising from the sole negligence or sole willful conduct of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees.

**6.02.1** CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

**6.02.2** CONTRACTOR'S duty to indemnify and hold harmless shall not include any claims or liability solely arising from the established active negligence or willful misconduct of City, its agents, officers or employees.

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

**6.03 Workers' Compensation.** Pursuant to Labor Code Section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with **sections 6.01.2 through 6.01.7** of this Agreement.

**7. CHANGES IN WORK.**

**7.01 Contents of Change Proposals, Change Orders, and Claims.** Any Change Proposal or Claim submitted by the CONTRACTOR shall be signed by the CONTRACTOR and shall include the information set forth in § 7.01 below. A Change Order issued by the CITY shall be signed by the Landscape Inspector and contain the information set forth in §7.01 below:

- (a) The project name and number;
- (b) Detailed description of the change or claim;
- (c) The reason for the change or claim; and,
- (d) The increase or decrease in dollar value of the Agreement price resulting from the change or claim, or the method of determining compensation for the change or claim.

**7.02 Contractor Initiated Changes.** The CONTRACTOR may request changes in specific methods of services provided, or changes in the Scope of Work by submitting written Agreement Change Proposals to the Landscape Inspector.

The Change Proposal shall be reviewed by the Landscape Inspector, and may be approved by the Landscape Inspector if the change does not materially affect the work, the change is not detrimental to the work or the interests of the CITY, and the request is received by the Landscape Inspector within ten (10) working days of the start of the condition which caused the change. Nothing herein shall be construed as granting a right to the CONTRACTOR to demand approval of Change Proposals.

**7.03 CITY Initiated Changes.** The CITY may order a change to the work, if the change is within the scope of work, by written Change Order signed by the Landscape Inspector. The Change Order shall include the information set forth in Subsection 7.01 above.

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

The CONTRACTOR shall promptly and diligently perform in accordance with the Agreement as amended by the Landscape Inspector.

The CONTRACTOR shall, within ten (10) working days of a written request by the Landscape Inspector, submit a proposed change (in accordance with Subsection 7.01 above) in Agreement Price which the CONTRACTOR certifies and justifies are resulting from the Change Order. This proposed change may be negotiated by the CITY and CONTRACTOR in order to reach an agreement as to the impact of the Change Order upon the Agreement Price. The process of submitting the proposed change and negotiating an agreement, or any failure to reach an agreement as to any resulting change of Agreement Price shall not relieve the CONTRACTOR of its obligation to perform in accordance with the Agreement.

**7.04 Change of Agreement Price.**

- (a) If a change to the work is covered by Exhibit "C" then the applicable Agreement Unit Prices or Unit Cost Schedule shall govern the increase or decrease to the Agreement Price.
- (b) If a change to the work is not covered by Exhibit "C" then the increase or decrease to the Agreement Price shall be the cost of the work to the CONTRACTOR calculated in accordance with Subsection 7.05 below, unless otherwise agreed to in writing between the CITY and the CONTRACTOR.

**7.05 Cost of the Work.**

- (a) **Daily Reports.** In order to be entitled to an adjustment to Agreement Price due to extra work for which the CONTRACTOR is not already being compensated in accordance with this "Cost of the Work" section, the CONTRACTOR shall submit a daily report to the Landscape Inspector in a form subject to the review and approval of the Landscape Inspector. The daily report shall include copies of supporting documents to substantiate all costs listed therein. Supporting documents shall include payroll sheets, delivery tickets, purchase orders, and invoices. The CONTRACTOR shall submit the daily report to the Landscape Inspector by 4:00 p.m. of the next workday. The CONTRACTOR and the Landscape Inspector shall both make a reasonable effort to come to an agreement as to the description of the extra work performed, and shall make written notations appended to the daily report to note any points of disagreement. The daily report shall describe only that extra work performed by the CONTRACTOR for which the CONTRACTOR wishes to be compensated in accordance with this section. The daily report shall include, at a minimum, the following:

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

- 1) The names, classifications, and hours of all laborers;
  - 2) The quantities and types of materials used;
  - 3) The type of equipment, size, identification number, and hours of operation, including loading and transportation if applicable;
  - 4) Any other costs for services and expenditures allowable under this Subsection 3.16.5.
- (b) **Labor.** Labor costs shall include only the actual direct costs of workers and foremen (including payroll taxes, workers compensation insurance, liability insurance, pension, and other assessments or benefits required by law) to the extent they performed extra work. Labor costs shall not include the cost of supervisors or office staff, or any other indirect costs which are covered by the markup.
- (c) **Materials.** Material costs shall include only the actual direct costs of materials delivered and installed in the extra work.
- (d) **Equipment Rental.** Equipment Rental shall include the actual direct rental costs of equipment used on the extra work.
- (e) **Other Items.** The CITY may, in its discretion, authorize the direct costs of other items required for the extra work, to the extent those other items are not covered under markup or Subcontractor Work.
- (f) **Markup.** The CONTRACTOR shall be entitled to a markup of fifteen percent (15%) of the actual net increase in the above direct costs which are substantiated in accordance with this Subsection 7.05. The markup shall cover all indirect costs including but not limited to bond and insurance premiums, office overhead, and the purchasing or renting of small tools and equipment.
- (g) **Subcontractor's Work.** In order for the CONTRACTOR to be entitled to an adjustment in the Agreement Price based upon the work of a subcontractor, the CONTRACTOR shall submit documentation in accordance with Subsections 7.05(a) through 7.05(f) above for the subcontractor's work. The CONTRACTOR shall be entitled to a markup on the subcontractor's costs (direct and markup) equal to ten percent (10%) on the first two-thousand (\$2,000) dollars of the subcontractor's costs, and five percent (5%) on work in excess of two-thousand (\$2,000) dollars of the subcontractor's costs.

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

**8. SUSPENSION OF WORK.**

**8.01 General.** The work may be suspended in whole or in part when determined by the Landscape Inspector that the suspension is necessary and in the interest of the CITY. The CONTRACTOR shall comply immediately with any written order of the Landscape Inspector suspending work.

**8.02 Archaeological and Paleontological Discoveries.** If discovery is made of items of archaeological or paleontological interest, which may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones and fossils. The CONTRACTOR shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Project Manager. When resumed, excavation operations within the area of discovery shall be as directed by the Landscape Inspector.

The CONTRACTOR may be entitled to an extension of time and compensation for suspension of work in accordance with the provisions of Subsection 12.02.

**9. DEFAULT BY CONTRACTOR.** If, in the opinion of the Landscape Inspector, there is a reasonable doubt as to the CONTRACTOR's ability to complete performance under the Agreement or the CONTRACTOR is not complying in good faith with the terms of the Agreement, or in the event of a breach of a material requirement of the Agreement, the CONTRACTOR shall be in default of the Agreement.

Upon default, the CITY shall give written notice to the CONTRACTOR and the Surety of the Faithful Performance Bond to cure the default within five (5) working days of the notice or, if more than five (5) working days are reasonably required to cure the default, the notice shall require adequate assurance of due performance within five (5) working days. At a minimum, adequate assurance shall consist of CONTRACTOR's actual performance in accordance with the Agreement, and written documentation of CONTRACTOR's demands for performance to subcontractors and suppliers, and the subcontractor's and supplier's written acknowledgement thereof. If the CONTRACTOR complies with the notice, the Agreement shall remain in full force and effect.

If the Surety gives the CITY written notice that the Surety will assume control and perform the work as successor to the CONTRACTOR, the Surety shall be responsible for completion of all CONTRACTOR obligations under the Agreement and the Surety shall be entitled to all compensation owed to the CONTRACTOR under the Agreement.

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

If the CONTRACTOR or its Surety does not comply with the notice within five (5) working days, or after starting to comply, fails to continue to diligently perform, the CITY may exclude both the CONTRACTOR and its Surety from the premises and take possession of all materials and equipment, and complete the work by any means allowable under the law.

CITY may also terminate the Agreement upon written notice to CONTRACTOR in the event that:

- (a) CONTRACTOR shall voluntarily file or have involuntarily filed against it any protection under any bankruptcy or insolvency act or law; or,
- (b) CONTRACTOR shall be adjudicated a bankruptcy; or,
- (c) CONTRACTOR shall make a general assignment for the benefit of creditors.

In the event of an exclusion of the CONTRACTOR and the Surety from the premises, the CONTRACTOR shall not be entitled to receive any further payment until the work is completed. The CONTRACTOR shall be paid the actual amount due in accordance with the Agreement for the amount of work performed at the time of exclusion, less damages caused to the CITY by the CONTRACTOR's default.

The cost to the CITY of completing the work, including any administrative costs and attorney's fees, shall be called "Completion Costs." Completion Costs shall be deducted from any money due or becoming due to the CONTRACTOR under the Agreement. If the sums under the Agreement are insufficient for the CITY to pay Completion Costs, the CONTRACTOR shall pay the CITY the amount of such unpaid Completion Costs within ten (10) working days of receipt of written certification by the CITY of the amount owed.

The provisions of this section shall be in addition to all other rights and remedies available to the CITY under law.

**10. EMERGENCY RESPONSE.** Upon verbal, telephonic or written notice from CITY of an emergency services request, safety issue or irrigation malfunction related to service requirements of the Agreement, CONTRACTOR must institute corrective action within **one (1) hour** of notice from CITY during normal CITY business hours and within **four (4) hours** during non business hours. CONTRACTOR shall be entitled to compensation for extra work for which the CONTRACTOR is not already being compensated in accordance with Subsection 3.16.5. In the event CONTRACTOR fails to institute corrective action within **one (1) hour** during normal CITY business hours and within **four (4) hours** during non

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

business hours, CITY shall have the right to have any necessary work done by any means necessary to correct the problem. CONTRACTOR shall pay to the CITY, or have withheld from monies due it any and all costs incurred by CITY in having such necessary work done for which the CONTRACTOR is being compensated in accordance with the Agreement.

**11. SUBSTANDARD PERFORMANCE.** If CITY finds that all or a portion of the services performed by the CONTRACTOR are substandard to the requirements of the Agreement then CONTRACTOR must correct the noted deficiencies within **five (5) workdays** of a verbal, telephonic or written notice from CITY. In the event CONTRACTOR fails to correct the noted discrepancies within the **five (5) workday** period, CITY shall have the right to have any necessary work done at the expense of CONTRACTOR. CONTRACTOR shall pay to the CITY, or have withheld from monies due it any and all costs incurred by CITY in having such necessary work done.

**12. CLAIMS AND DISPUTES.**

**12.01 Claims for Additional Compensation.** If the CONTRACTOR wishes to make a claim for additional compensation, the CONTRACTOR shall submit a written claim to the Landscape Inspector within ten (10) working days of the start of the condition that caused the purported increase in Agreement price. The Claim shall include all the information required by Subsection 7.01. In order to substantiate the Claim, the CONTRACTOR shall, at a minimum, submit daily reports in accordance with Subsection 7.05.

The Landscape Inspector shall review the CONTRACTOR's claim and may authorize additional compensation in accordance with the criteria set forth in Subsections 7.04 and 7.05.

**12.02 Disputed Work.** In the event that a dispute arises between the CITY and the CONTRACTOR as to the interpretation of Agreement, including change orders, or the compensation for work, the CONTRACTOR shall not be excused from any work provided for by the Agreement and shall diligently proceed with all work to be performed under the Agreement. No work shall be delayed or postponed by the CONTRACTOR pending resolution of any disputes or disagreements with the CITY unless otherwise agreed to in writing. The CITY shall compensate the CONTRACTOR based on the City Attorney's interpretation of the CITY's obligation to pay, or on a subsequent written agreement of the parties, or as determined by arbitration, or as fixed in a court of law.

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

**12.03 RESOLUTION OF DISPUTED CLAIMS: ADMINISTRATIVE  
REVIEW AND CIVIL ACTION PROCEDURES**

**1. Definition.**

(a) For the purpose of this Section, "claim" means a separate demand by the CONTRACTOR for (A) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the CONTRACTOR is not otherwise entitled to, or (B) an amount the payment of which is disputed by the CITY.

**2. Administrative Review By CITY.**

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by Agreement for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the CITY shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the CITY may have against the CONTRACTOR.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the CITY and the CONTRACTOR.

(3) The CITY's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the CITY shall respond in writing to all written claims within sixty (60) days of receive of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the CITY may have against the CONTRACTOR.

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the CITY and the CONTRACTOR.

(3) The CITY's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

(d) If the CONTRACTOR disputes the CITY's written response, or the CITY fails to respond within the time prescribed, the CONTRACTOR may so notify the CITY, in writing, either within fifteen (15) days of receipt of the CITY's response or within fifteen (15) days of the CITY's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the CITY shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the CONTRACTOR may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the CONTRACTOR submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

**3. CIVIL ACTION PROCEDURES.**

(a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be conclude within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen-day (15) period, any party may petition the court to appoint the mediator.

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

(b) (1) If the matter remains in disputes, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3, (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equal by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

**13. SITE SAFETY AND PROTECTION OF IMPROVEMENTS.**

**13.01** The CONTRACTOR shall initiate, maintain, and supervise all safety precautions and programs in connection with the work that are necessary to prevent damage, or injury to, or loss of the following:

- (a) Any employees, laborers, suppliers, other persons on the work, and other persons and organizations who may be affected thereby;
- (b) Any work and materials and equipment incorporated in the project, or to be incorporated therein, whether in storage on or off the site;
- (c) Any personal property of the CONTRACTOR or the CONTRACTOR's agents;

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

(d) Other property at the site or adjacent thereto (both public and private) which is not designated for removal, relocation or replacement in the Agreement, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities.

**13.02** The CONTRACTOR shall be responsible for any of the above described damage, injury, or loss arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the CITY, except as is otherwise provided in California Government Code Section 4150.

**13.03** In the event of an occurrence of one of the above described damage, injury, or loss to public property or other property to be incorporated into the project, the CONTRACTOR shall repair or replace the damage, injury, or loss at the CONTRACTOR's cost, and to the satisfaction of the Landscape Inspector. Repairs and replacements shall be at least equal in quality to existing improvements, and shall match them in finish and dimension.

**13.04** The CONTRACTOR shall give reasonable notice to occupants or owners of adjacent property with improvements (including trees, plants, fences, irrigation, and other improvements) which may be adversely impacted by the CONTRACTOR's work. The CONTRACTOR shall repair or replace any damage, injury, or loss to private improvements on adjacent property at the CONTRACTOR's expense and to the satisfaction of the property owner and occupant as well as the Landscape Inspector.

**13.05 Special Hazardous Substances and Processes.** Materials that contain hazardous substances or mixtures may be required on the work. A Material Safety Data Sheet as described in Section 5194 of the California Administrative Code shall be requested by the CONTRACTOR from the manufacturer of any hazardous product used.

Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturers' warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.

The CONTRACTOR shall notify the Landscape Inspector if a specified product cannot be used under safe conditions.

**14. TRAFFIC CONTROL.** The CONTRACTOR's operations shall cause no unnecessary inconvenience to the public, including trash, mail, and other services provided to the public over CITY rights-of-way. The access rights of the public shall

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

be considered at all times, and vehicular and pedestrian traffic shall be permitted to pass on public rights of way through the work at all times, unless the CONTRACTOR receives prior written approval of a detour plan from the Landscape Inspector. The CONTRACTOR shall provide at least 96 hours written notice to the Landscape Inspector requesting approval of a detour plan, prior to the performance of any work or the establishment of any detour or closure in the public right-of-way. The CONTRACTOR shall notify the occupants or owners of all affected properties at least forty-eight (48) hours prior to any temporary obstruction of access.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless prior approval of a detour plan is received from the Landscape Inspector.

Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the work at intervals not exceeding 300 feet (90m), also shall be maintained unless prior approval of a detour plan is received from the Landscape Inspector.

Vehicular access to residential driveways shall be maintained to the property line unless prior approval of a detour plan is received from the Landscape Inspector.

The CONTRACTOR shall cooperate with owners and occupants of affected properties as well as other parties involved in providing services to the public (trash collection, mail delivery, etc.), in order to maintain existing schedules for these services.

**15. PREFERENCES FOR MATERIALS.** Whenever any particular material, process, or equipment is indicated in the Agreement by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words "or equal." A listing of materials is not intended to be comprehensive, or in order of preference. The CONTRACTOR may supply any of the materials specified, or offer any material, process, or equipment considered to be equivalent to that indicated.

If a substitute offered by the CONTRACTOR is not found to be equal to the specified material, the CONTRACTOR shall furnish and install the specified material at the price set forth in Exhibit "C".

**16. CONTROL OF MATERIALS.** The CONTRACTOR shall ensure that all materials, parts and equipment furnished for the project shall be new, high grade, and free from defects. Used or secondhand materials, parts, and equipment may

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

be used only if specifically permitted in the Special Provisions. Quality of work shall be in accord with the generally accepted standards unless otherwise specifically set forth in the Agreement. Materials and work quality shall be subject to the Landscape Inspector's approval.

Before ordering any materials or performing any work, the CONTRACTOR shall verify all measurements, dimension, elevations, and quantities.

Materials and work quality not conforming to the requirements of the Agreement shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by the CONTRACTOR, at its expense, when so directed by the Landscape Inspector.

If the CONTRACTOR fails to replace, repair, or restore any defective or damaged work or material within ten (10) work days after the date of the Landscape Inspector's written notice, the Landscape Inspector may, but shall not be obligated to, cause such work or materials to be replaced at the CONTRACTOR's expense. The replacement expense shall be deducted from the amount to be paid to the CONTRACTOR. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such expenses, the CONTRACTOR shall pay the difference to the CITY.

Materials and equipment shall be stored so as to ensure the preservation of their quality and fitness for the project. Stored materials and equipment to be incorporated in the project shall be located so as to facilitate prompt inspection.

The CONTRACTOR shall be responsible for taking any and all actions necessary to protect supplies, materials, equipment, and personal property of CONTRACTOR and CONTRACTOR's agents from loss, damage, or theft.

**17. CITY BUSINESS LICENSE.** CONTRACTOR shall obtain and maintain throughout the term of this Agreement a City of Oceanside Business License or a written verification from the City Business License Division that a City Business License is not required for this Agreement.

**18. PERMITS.** CONTRACTOR shall, obtain and maintain throughout the term of this Agreement any and all permits, licenses, and other authorizations necessary to perform the work. The permits, licenses, and other authorizations which the CONTRACTOR shall obtain include, but are not necessarily limited to **all applicable State & County pest control permits.**

**19. CONTRACTOR'S LICENSE.** The CONTRACTOR shall be required to possess a Class "A" General Engineering Contractor's License pursuant to Business and Professions Code Section 7056, or "B" General Building Contractor's License pursuant to Business and Professions Code Section 7057, or "C-27"

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

Specialty Contractor's License pursuant to Business and Professions Code Section 7058 at **ALL** times during the term of this Agreement.

**20. INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, expressed or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Manager. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under the Agreement.

**21. ENTIRE AGREEMENT.** This Agreement, exhibits and its attachments comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

**22. INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to the CITY.

**22.01** The CONTRACTOR shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

**22.02** Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

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**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

**23. AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

**24. SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this MAINTENANCE Services Agreement to be executed by setting hereunto their signatures this 18 day of November, 20085

**CONTRACTOR**

*EXECUTIVE LANDSCAPE, INC.*

  
\_\_\_\_\_

**CITY**

\_\_\_\_\_  
Steven R. Jepsen  
City Manager

Approved as to form:

  
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of San Diego } ss.

On November before me, N. Knuckles,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Edwin B. Earle,  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

N. Knuckles  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

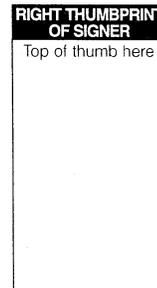
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

**EXHIBIT A SCOPE OF WORK**

The quality of maintenance of the landscaping in the Project areas plays the most important part in the success and acceptance of this project. It is for these reasons that the CONTRACTOR's prime responsibility will be to integrate the highest elements of landscape maintenance standards and expertise necessary to keep the project in a state of healthy growth and repair and in a neat and presentable condition at all times. The specifics that follow shall serve to define but in no way limit this prime directive.

The CONTRACTOR shall furnish all labor, equipment, materials, tools, services and special skills required to perform the landscape maintenance as set forth in this specification and in keeping with the highest standards of quality and performance.

**MAINTENANCE SCHEDULES**

**1. ANNUAL SCHEDULES** CONTRACTOR shall submit detailed Annual Maintenance Schedules in calendar format. Schedules shall be followed. If the CONTRACTOR fails to perform any scheduled functions on the annual schedules by the scheduled dates (barring acts of God), a 30-day notice to perform will be issued. If, at the end of 30 calendar days, the CONTRACTOR has failed to complete the delinquent work, an outside contractor shall be hired to complete the work. This cost, plus additional inspection and administrative fees shall be deducted from the CONTRACTOR'S monthly billing.

a. One annual schedule shall include fertilization, pre-emergent application, aeration, de-thatching and controller enclosure painting. Submit this schedule one week prior to the contract start date and one week prior to the beginning of the second year.

Submit the following schedules within the first 30-days of the first contract year then and one week prior to the beginning of the second year.

b. A second annual schedule shall include tree pruning.

c. The third annual schedule shall include ground cover renovation.

d. A fourth annual schedule shall include spring fire-abatement shrub pruning.

**2. MONTHLY SCHEDULES** The CONTRACTOR shall perform all required work, per these specifications, in each district, based on the maps and schedules provided by the City. City events and/or emergencies may preclude scheduled maintenance from being performed. Upon verbal, telephonic or written notice from CITY of an event requiring scheduled maintenance modification, CONTRACTOR

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

shall adapt all schedules, as required, to account for these events at no cost to the CITY or the districts. There are no pre-existing conditions.

- a. Del Oro Hills, Douglas Park, Guajome Ridge and Marlado Highlands are each divided into 4 areas. Each area shall receive complete service during the appropriate week.
- b. Mission Meadows A and B, Rancho Hermosa and Sunset Hills are each divided into 2 areas. Each area shall receive complete service during the appropriate week.
- c. Sunburst Homes, Vandegrift and Vista del Rio shall receive complete maintenance one each month on one visit to insure visual continuity of care. Each of these sites will then receive any minor supplemental pick-up care two weeks later per the schedule.
- d. Peacock Hills shall receive complete turf maintenance services each week.
- e. Santa Fe Mesa is on an 8-week schedule and shall receive complete service during the appropriate week.

**GENERAL**

**1. INSPECTIONS**

- a. CONTRACTOR shall complete all required work, per the scope of work, in each area per the maps and schedules.
- b. CONTRACTOR shall review, adjust and repair all irrigation systems prior to each inspection.
- c. Each area shall be inspected the week following scheduled work. If any delinquent items are found, the CONTRACTOR shall have 5 workdays to complete any punch list items. If the contractor fails to complete any punch list items, another contractor will be hired to complete the work. This cost, plus additional inspection and administrative fees shall be deducted from the CONTRACOR'S monthly billing.
- d. The CONTRACTOR'S project superintendent and other necessary personnel shall be available for regularly scheduled and non-scheduled inspections with property owners, property managers and committees and/or the Landscape Inspector.

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

**2. EXTRA WORK**

- a. There may be projects over and above the scope of this contract. There is no implied guarantee that the prime maintenance contractor will do any of this extra work. Much is contingent upon the overall quality and cooperation of the prime contractor in regards to regular contract maintenance work. Depending on the extent of the project, the City may solicit proposals from several contractors. When performed by the prime contractor, extra work shall not interfere with the completion of contract maintenance work. An "Extra" crew supervised by the CONTRACTOR shall be used in order to allow the regular maintenance crew to perform their scheduled work. **This provision will be strictly enforced.**
- b. As part of this Agreement, the CONTRACTOR may be requested to replace or plant additional trees, shrubs, vines, ground cover, turf or flowers. The CITY will pay for such work as extra work per the Unit Cost Schedule. Plant material shall be installed and guaranteed per City of Oceanside Guidelines and Specifications for Landscape Development.

**3. CONTRACT SUPERVISION** The CONTRACTOR shall provide a full-time project superintendent for this Agreement who shall possess the necessary skills, knowledge and experience to implement the prime directive and specifications of this contract. The superintendent shall have full jurisdiction over the scheduling of crews and equipment, the acquisition of materials and have authority to provide cost estimates and execute remedial work. The superintendent shall be on-site for the majority of each workday and shall have a mobile phone, fax machine, e-mail and Internet access.

**4. CONTRACTOR RESPONSE TIME** The CONTRACTOR shall be required to respond to CITY services requests, safety issues and emergency irrigation malfunctions within 1 hour during business hours (7:00am – 4:00 pm) and within 4 hours during non-business hours. The CONTRACTOR shall provide one primary and one alternate emergency phone number. It is imperative that the CONTRACTOR can be reached at these numbers in case of any emergencies that may come up, especially after work hours.

**5. NOISE ORDINANCE** The CONTRACTOR is responsible for observing ordinances regarding noise levels. At no time will any power equipment be allowed to operate prior to 7:00 a.m. on weekdays and 8:00 a.m. on weekends and holidays.

**DETAILED SCOPE OF WORK**

**1. TREES** All trees shall be pruned annually (see Santa Fe Mesa District Specific Maintenance Requirements for exceptions), and as often as needed to

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

meet the following requirements at all times. CONTRACTOR shall keep a daily log of all tree pruning activity in calendar format and shall submit a copy each month to the Landscape Inspector.

- a. Prune to remove suckers, dead, broken, and/or diseased branches, maintain proper structure, aesthetic appeal, eliminate the possibility of wind damage and for the safety of pedestrian and vehicular traffic.
- b. Prune to insure development of proper scaffolding, strength and appearance consistent with the intended use.
- c. Fire prevention standards require 8-feet of separation between ground level (or understory vegetation) and the lowest tree branches. Keep all mature trees pruned to meet these requirements at all times. For smaller, establishing trees, remove lower branches each year with the intent of meeting these standards.
- d. There shall be no topping of trees without the permission of the Landscape Inspector.
- e. Prune trees at the tops of slopes to facilitate views by removing lower branches. This pruning shall be limited to an average of 2 branch whorls per tree per year (this average may vary more or less from tree to tree under this Agreement).
- f. Prune trees planted in the mid to lower slope range to limit the overall height to maintain views from lots at the top of the slope. This will be done without "topping" and in such a way as to provide privacy to properties at the toe of the slope.
- g. Prune trees as needed to allow for efficient irrigation coverage.
- h. Tree stakes, ties, and guy wires shall be checked during each maintenance cycle and corrected as needed. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties, and guy wires. Replace broken stakes as required (material costs only are considered an extra, not labor). CONTRACTOR shall replace any trees that have become girdled while under CONTRACTOR's responsibility (with same size replacement) at the CONTRACTORS expense.
- i. Only those experienced and skilled in pruning techniques shall do pruning. All cuts shall be done using proper horticultural practices.
- j. Prune trees to allow eight (8) foot clearances for pedestrians and twelve (12) foot above sidewalk/curb height for vehicular/equestrian clearance.

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

- k. Surface roots, which become a maintenance or appearance problem, will be removed as required to prevent damage to turf, and/or adjacent paved areas or other hardscape. CONTRACTOR shall be responsible for hardscape repair for failure to provide root maintenance only when roots are visible on the surface.
- l. Under no circumstances will stripping of lower branches (raising up) of young trees be permitted. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper-retained growth (tapered trunk). Lower branches can be cut flush with trunk only after tree is able to stand erect without staking or other support.
- m. All trees (except Palms) shall be pruned and ready for the winter by the 15<sup>th</sup> of November of each year. All Palm trees shall be pruned in the spring before the first of April.
- n. Make every effort to prune flowering trees after their blooming period.
- o. Maintain established watering wells at all times. CONTRACTOR shall review all watering wells within 7 days after major storms and repair as needed.
- p. Prune to minimize winter wind damage to trees and adjacent properties. In the event that the tree pruning program continues throughout the year, it is the CONTRACTORS responsibility to schedule the pruning of fast growing trees closer to the November 15<sup>th</sup> deadline. For example, do not prune Poplar or Eucalyptus trees in February without expecting to prune them again in October to have them ready for the winter.
- q. All pruning implements shall be sterilized from one tree to the next in order to minimize the spread of disease.
- r. Remove all dead/damaged trees. The CONTRACTOR shall be responsible for the replacement of any tree(s) that is damaged or dies due to the CONTRACTORS negligence. This includes under/over watering, untreated pest infestation, trimming/pruning practices, damage from equipment and any other act of negligence by the CONTRACTOR. It is the CONTRACTORS responsibility to regularly monitor the health of all plant material, treat all problems in a timely manner and report any abnormalities to the CITY.
- s. CONTRACTOR shall prune trees, shrubs or vines that grow over walls and fences from private property into the district landscape to minimize competition and eliminate safety hazards.

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

**2. SHRUBS**

- a. Spring fire abatement pruning - All shrubs, planted with 100 feet of homes, shall be pruned during the months of March through June to remove approximately 25% of the foliage mass to reduce potential fuel. This shall be accomplished by a combination of pruning lower branches (raising), reducing the overall height (lowering) by selective branch removal (no hedging allowed) and thinning out of inner branches. Provide an annual schedule for this work in each applicable district.
- b. All shrubs shall be pruned, as often as needed, to remove lower branches to aid in irrigation coverage. Prune a minimum of 18 – 24 inches from the ground for large shrubs such as Cotoneaster and Melalueca nesophila. Prune a minimum of 8 – 12 inches from the ground on small shrubs such as Rhamphiolepis and Pittosporum.
- c. All shrubs shall be pruned as often as needed to remove dead, broken or diseased branches, to encourage compact growth and for general containment and appearance consistent with intended use. This shall be accomplished by selective branch removal and hand pruning only. There shall be no hedging as this only creates a need for more frequent pruning.
- d. All shrubs shall be pruned as often as needed along sidewalks and streets to provide adequate traffic line of sight and eliminate pedestrian hazards at all times per City of Oceanside Standards.
- e. Prune shrubs of different species so there is at least 10 feet between them. Do not allow different species of shrubs to grow together.
- f. In all cases, pruning requirements and maximum shrub sizes are contingent upon the intended use of the plant material in a given area. For example – shrubs used as a screen adjacent to a pump shall be kept pruned slightly higher than the pump to hide the pump. In another case, shrubs planted on or near corners may need to be kept very short to facilitate line-of sight traffic visibility. Each condition will set the standard. Once standards are established, shrubs shall be maintained at that size and not allowed to get larger.
- g. Shrubs planted next to walls for the purpose of graffiti control shall be pruned 6 inches lower than the top of wall height with an evenly pruned top and face. Shrubs shall be allowed to grow together. In general and where possible, shrubs shall not touch the walls. Where feasible, maintain a minimum of 12” between the wall and the shrubs at all times.
- h. Shrubs planted on slopes shall be pruned so that the top of the shrub does not exceed the top of the slope. Shrubs planted within 6 feet of the top of the slope

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

shall be pruned as to not exceed 2 feet above the top of the slope. This shall be accomplished by selective branch removal only. There shall be no hedging as this only creates a need for more frequent pruning.

- i. All shrubs shall be pruned to allow for efficient irrigation coverage at all times. All shrubs shall be pruned adjacent to hardscape and utilities. This includes sidewalks, curbs, drainage ditches, buildings, irrigation and utility control valves, enclosures etc. This shall be accomplished by selective branch removal, leaving natural appearance. Vertical cuts and hedging shall not be allowed.
  - j. CONTRACTOR shall remove shrubs to improve irrigation coverage as a part of this Agreement.
  - k. Shrubs used as hedges or screens shall be pruned as required to present a neat appearance at all times.
  - l. Remove any spent blossoms or dead flower stalks as required to present a neat clean appearance after blooming period.
  - m. Remove all dead shrubs. The CONTRACTOR shall be responsible for the replacement of any shrubs that die due to their negligence. This includes under/over watering, untreated pest infestation, trimming/pruning practices and any other act of negligence by the CONTRACTOR. It is the CONTRACTORs responsibility to regularly monitor the health of all plant material, treat all problems in a timely manner and report any abnormalities to the CITY.
  - n. CONTRACTOR shall cut roots that are growing into adjacent properties.
3. **VINES** Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports. **Do not, under any circumstances prune vines which should be trained.** Vines are used throughout the City as a part of graffiti control.
- a. Remove stakes from vines when no longer needed.
  - b. Nails shall not be used to secure vines to masonry walls.
  - c. All vines shall be pruned, trained and maintained 6" from the tops of walls/fences.

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

**4. GROUND COVER.**

- a. All ground covers shall be renovated to generate dense, compact growth. This will be accomplished by cutting ground covers by 1/3 two times per year to rejuvenate. Ground cover renovation shall occur at the most opportune time for each species. Prepare and submit a schedule for each LMAD to include ground cover species, area and dates. The CONTRACTOR shall be responsible for the remediation of (removal, replanting and establishment of new ground cover) if the ground cover is not maintained per this specification.
- b. Ground covers shall be pruned/edged during each cycle and as required for safety, removal of dead, broken or diseased branches, general containment and appearance. Chemical pruning is not allowed.
- c. Keep ground covers pruned away from all trees and shrubs a minimum of 12” at all times.
- d. The pruning/edging of ground covers adjacent to hardscapes and fence lines shall be feathered back at an angle. Vertical cuts shall not be allowed.
- e. Ground covers shall be pruned as needed to allow for efficient irrigation coverage.
- f. Keep ground covers trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground covers to grow on structures or walls unless otherwise directed. Keep trimmed back approximately 4 inches.
- g. Clean and remove all leaves, needles and other vegetative debris from the landscaped areas during each scheduled visit. **Do not blow debris into planted areas or into street, gutter or storm drain. Remove from site and dispose of in a legal manner.**
- h. Remove silt or foreign matter at the edge of all sidewalks and curbs to maintain a ½” lip at all times.
- i. CONTRACTOR shall be responsible for the cleanup of all fluid spills on all hardscape (including streets) and landscape surfaces.

**5. NATIVE PLANTS** Currently, a large portion of Mission Meadows – Area B is landscaped exclusively with native plants. Future renovations in many districts may include the use of California native plant material, either exclusively, or in combination with other drought tolerant plants. It is imperative that the CONTRACTOR be knowledgeable of the cultural maintenance requirements of natives.

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

- a. The contractor shall provide a separate annual irrigation schedule for all areas with native plants. This shall be submitted to the Landscape Inspector and must be approved before implementation.
- b. Unless directed to do so by the Landscape Inspector, do not fertilize or use fungicides on native plants.

**6. COLOR CORNERS**

It is the intent of this contract that all color/specialty corners shall be in good repair and look good at all times. Therefore, they shall receive additional maintenance as needed to keep in good condition at all times. Any additional plant material shall be considered an extra and must be authorized by the City.

**7. TURF PLANT MATERIAL.**

- a. Inspected turf frequently for early detection of diseases. Because of the susceptibility, watch for rust in the cool months and apply additional treatments as required.
- b. Control all weeds in turf at all times.
- c. Turf shall not be kept wet, but shall dry out somewhat between watering. Allow lawns to dry out before mowing.
- d. All turf shall be mowed on a weekly basis. Cut turf to a height of 2 ½" during warm season and reduce to 2" during winter or cooler seasons. Avoid removing more than one-third of the leaf area blade at any one time. Remove or catch the clippings. Use rotary mowers with sharp blades. Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within the lawn areas such as electrical boxes or fixtures.
- e. All turf (except turf planted in turf block areas) shall be aerated twice per year, between March 1<sup>st</sup> and April 1<sup>st</sup> and between September 1<sup>st</sup> and October 1<sup>st</sup> (record on the annual schedule) per the following specifications. Aerate with a mechanical aerator set with ½ core spoons at not more than 6-inch spacing to a depth of the core shall be no less than 3". All core plugs shall be removed on the same day as operation.
- f. Do not mow wet turf. If ruts are made, repairs will be made at CONTRACTOR's expense.

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

- g. CONTRACTOR shall be responsible to clean any tire tracks left on hardscape left from the mowing operation.
- h. CONTRACTOR shall be responsible to maintain mowing schedule and avoid conflicts with water schedule. CONTRACTOR shall always have adequate equipment available and have predetermined arrangements for replacement or repair, if needed, so as not to disrupt the mowing schedule. Breakdown of equipment shall not be deemed an acceptable excuse for deviation from mowing/edging schedule. CONTRACTOR shall remove all trash prior to mowing. CONTRACTOR shall also remove any trash generated from mowing.
- i. Trim around trees, graphic walls, building, curbs, header boards, and pave areas on a weekly basis to present a neat, clean appearance. No chemicals will be allowed for this purpose. Damage to tree trunks caused by weed whipping will not be tolerated. CONTRACTOR shall replace damaged trees at their expense. A 12" – 18" tree wells shall be maintained on all turf trees.
- j. Dethatch all lawn areas once per year at a time when there will be the least amount of stress to the lawn, preferably spring or fall. The scheduling will be recorded on the Maintenance Schedule Chart. Dethatching shall be performed in conjunction with aeration being the first step in the process. Follow aeration with verticutting the entire area using a thatching machine set to soil line contact. Verticut twice in parallel directions. Pick up debris at completion of this operation. Mow with rotary mower at regular cutting height. Any damage to the irrigation system as a result of this process shall be the responsibility of the CONTRACTOR.

**8. WEEDS**

- a. The CONTRACTOR shall implement and maintain an aggressive weed control program at all times in both the landscape and adjacent hardscapes. The presence of weeds in any area shall generate a punch list along with possible deductions or payment delays.
- b. Weeds shall be defined as any plant material that is not a part of the design. This includes pampas grass and volunteer trees (including palm trees).
- c. The term Hardscape includes but is not limited to sidewalks, curbs and gutters, medians, drainage facilities, access roads and easements. The intent is to maintain all hardscaped areas in a weed free condition at all times.
- d. The application of chemical weed treatment is permissible but spraying must be recognized as only one part of the complete and necessary process.

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

Chemically treated weeds shall be mechanically removed within 5 calendar days after spraying.

- e. The use of pre-emergent chemical control is mandatory and shall be applied as often as needed. It shall be applied at the time of year when it will be most effective to reduce weed seed germination. Include specific information on the type, quantities and dates of application for each area on the appropriate annual chart.
- f. CONTRACTOR shall maintain a weed-free lawn at all times by either chemical or manual means. The CONTRACTOR shall be especially careful if applying chemicals to control weeds because of possible damage to the lawn. Before such applications are made, the turf should be well established and in a vigorous condition.

**9. RECYCLING - MULCH**

- a. The CONTRACTOR shall grind vegetative debris through a chipper and recycle (spread), as mulch, on site in each district, as space and reasonable access is available. CONTRACTOR shall utilize chipper to “blow” material on to slopes and into planters as much as possible.
- b. There shall be no palm fronds, yucca or weeds in this mulch.
- c. The depth and quality of mulch shall be dependent on the area. If in doubt, check with the Landscape Inspector.
  - 1. In parkway strips with ground cover, spread a finer mulch to a depth not to exceed 2.”
  - 2. On slopes with a mix of larger ground covers (for example: Myoporum pacificum and Acacia redolens), shrubs and trees, the mulch can be somewhat coarser and up to 3” thick (keep 6” away from shrub and tree trunks).
  - 3. In larger, open areas with sporadic plant material, a coarser mulch can be spread up to 6” thick.

**10. PEST CONTROL**

- a. The CONTRACTOR shall implement and follow all applicable City, County, State and Federal regulations and laws and assumes full responsibility and liability for the use of all methods of pest control.

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

- b. Pesticide operations, where required, shall be performed by a California State licensed Pest Control Operator through written recommendation by a California licensed Pest Control Advisor. The CONTRACTOR shall be responsible for compliance with all Federal, State and local laws and regulations regarding pesticide usage. CONTRACTOR shall provide copies to the Landscape Inspector of his/her license and registration both of his/her Pest Control Advisors and Pest Control Operators licenses. CONTRACTOR shall submit a copy of the Pesticide Use Report to the Landscape Inspector on a monthly basis.
- c. The CONTRACTOR shall be responsible for any notification or posting during or after pesticide applications that may be applicable by law.
- d. The CONTRACTOR shall implement an aggressive pest control program that includes all necessary chemical, cultural and mechanical methods to eliminate all pests and diseases at all times. Pests and diseases shall include but not be limited to rodents, snails, slugs, insects, mites, vertebrates, invertebrates, pathogens, nematodes, fungi, bacteria, etc.
- e. Included in this Agreement is the control of all nuisance pests that exist in the Agreement areas. A nuisance pest is defined as pests that may not cause damage to the landscape but may create problems or expenses to the site and/or the surrounding properties and structures. This includes but is not limited to ants, bees, wasps, hornets, all rodents or other mammals and marsupials, fungi, viruses, molds and slimes, etc.
- f. CONTRACTOR shall be responsible for controlling all rodents as required. The CONTRACTOR shall implement an aggressive rodent control program that includes all necessary chemical, cultural and mechanical methods to eliminate all rodents at all times. CONTRACTOR shall select and supply proper materials and licensed personnel and obtain any necessary permits to comply with all City, County, State or Federal regulations or laws.

**11. FERTILIZATION**

- a. Fertilizers shall be applied as often as needed (4X per year minimum) to keep all plant material in a healthy and vigorous state of growth at all times. Fertilizer shall be applied to all landscaping at the most optimal times for the greatest plant material benefit. The annual schedule shall include comprehensive details including the fertilizer type, application rates and specific areas and dates of application. Irregardless of the schedule, the condition of the plant material shall dictate the need for additional feeding.

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

- b. Fertilizer shall be a complete, slow release fertilizer with a minimum analysis of 10-10-10 plus iron and micronutrients or equal approved by the Landscape Inspector.
- c. In making application of fertilizer granules, precautions shall be taken to contain these materials in the planting areas. The CONTRACTOR shall be responsible for the removal of all chemical stains from hardscape.
- d. Ailing or stunted trees, scrubs, vines and groundcovers that fail to meet expected growth will receive additional treatments to correct any deficiencies. Once notified by the CITY, the CONTRACTOR shall submit an assessment of the problem(s) along with a remedial treatment program. Additional fertilizations, chemicals, compost, tree well manufacture and maintenance shall be considered a part of this Agreement. The installation of supplemental irrigation shall be considered an extra. The CONTRACTOR shall have 6 months to improve the condition of ailing or stunted trees once identified in writing by the CITY. Failure to take an aggressive approach will result in the replacement of the trees shrubs, ground covers and vines at the CONTRACTORs expense.
- e. Liquid fertilizers with a minimum analysis of 10-10-10 plus iron and micronutrients (or approved equal) shall be required when dry fertilizer applications are impractical. These areas shall include but not be limited to areas with drip irrigation and planted walls.
- f. Turf – Apply fertilizers to provide sufficient nitrogen and other required nutrients on a regular basis, minimum of six (6) times a year or as often as is required to keep turf in a healthy condition. Type of turf and time of year will determine type of fertilizers used. The frequency of application will depend greatly on the amount of leaching caused by excess use of water. The type of fertilizer used and frequency applied will be recorded on the annual schedule.

**12. WALKING AND EQUESTRIAN TRAIL MAINTENANCE**

- a. All walking and equestrian trails shall be kept in a weed free condition at all times.
- b. Litter and animal droppings shall be cleaned once per week (include on maintenance schedules).
- c. Trails shall be raked even one time per month (include on maintenance schedule) to fill in irregularities. Notify the Landscape Inspector immediately if major erosion is discovered.

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

- d. Repair trail fences in Mission Meadows as needed. Nailing rails back in place is a part of this contract. Replacement of fence rails or posts is an extra.

**13. GRAFFITI REMOVAL** Graffiti removal/treatment will be the responsibility of the CONTRACTOR, but will be considered an extra upon authorization by the Landscape Inspector. The CONTRACTOR shall be expected to perform this function within 24 hours of notification. This will include painting (matching colors), sandblasting, etc. Proper equipment shall be available at all times.

**14. CLEAN-UP**

- a. At no time will the CONTRACTOR be allowed to blow or sweep grass cuttings, vegetative debris or trash into public streets, gutters or storm drains. The CONTRACTOR shall be held liable for any such activity under the Clean Water Act.
- b. CONTRACTOR shall remove and dispose of all debris resulting from the maintenance operations off site as a part of the Agreement. No debris will be allowed to remain at the end of the workday.
- c. All debris, including leaf matter, shall not be blown into the adjacent landscape but picked up and removed from the site.
- d. All walkways will be kept clean/clear of debris at all times. Care shall be taken to not create hazards to foot traffic.
- e. The CONTRACTOR shall remove all branches and debris resulting from inclement weather. The CONTRACTOR shall remain available to assist in any storm related damage repair.
- f. Cleanup all trash and debris accumulated in the Agreement area once per week. Include on the annual schedule. Trash cleanup shall include the removal and disposal of papers, trash, vegetative matter, silt or debris which may accumulate in the landscape areas and hardscape areas. Hardscape shall include sidewalks, curbs, gutters and medians. Any signs placed within the site boundaries such as notification of garage sales, missing pets, etc., shall also be disposed of.

**15. URBAN RUN-OFF REQUIREMENTS – CITY CODE CHAPTER 40**

- a. **DRAINAGE FACILITIES.** The CONTRACTOR shall be responsible for the cleaning of surface drains and inlets located within Agreement areas. All drains shall be cleaned to insure proper functioning and to meet the standards of City Code Chapter 40 at all times. Remove any and all silt, debris or vegetation in the surface drainage system and at storm drain inlets

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

to insure proper flow of water. Prune ground covers and vegetation which encroaches into drainage facilities. If, through the negligence of the CONTRACTOR, any debris, silt and/or vegetative matter enters the storm drain, the CONTRACTOR shall be held liable for cleaning the storm drain or paying for having the work performed along with applicable fines under the provisions of the San Diego Regional Water Quality Control Board Order # 2001-01 and the City of Oceanside Urban Run-off requirements of the City Code, Chapter 40.

- b. **CHEMICAL USE.** In keeping with the aforementioned provisions, the CONTRACTOR shall exercise the highest level of responsibility in regards to the application of all chemicals including fertilizers, pest control products, growth regulators etc. The CONTRACTOR shall avoid applying excess chemicals in order to prevent chemical run-off into the storm drain system.
- c. The CONTRACTOR shall remove all over-spilled fertilizer from surface drains prior to irrigation. The CONTRACTOR shall irrigate immediately after fertilizer application in order to prevent chemical run-off into the storm drain system.

**16. IRRIGATION SYSTEMS**

- a. The CONTRACTORs primary objective relative to irrigation management shall be to efficiently provide irrigation based on the actual requirements of the plant material. It is imperative that the CONTRACTOR provides all necessary and appropriately trained personnel to meet this objective. **Failure to make appropriate program changes resulting in excess water use will be considered Substandard Performance and shall result in penalties up to and including paying for excess water use.**
- b. The CONTRACTOR shall review and adjust all irrigation controller programs a minimum of one (1) time per month. The CONTRACTOR shall submit a monthly progress and tracking report for each controller. Tracking sheets shall contain a running history of programming changes beginning with the first month of the contract year adding new information for each successive month. Tracking sheets shall include information on days of operation, start time(s) and run times for each valve. **Progress/Tracking sheets are due by the first day of each month.** Invoices for irrigation extras shall not be processed without monthly tracking sheets.
- c. All scheduled inspections shall include irrigation coverage tests. The CONTRACTOR shall review and repair all applicable irrigation prior to each scheduled walkthru and have all systems in good working order.

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

- d. The CONTRACTOR shall utilize and maintain all ET equipped irrigation systems. CONTRACTOR shall download and submit along with monthly tracking sheets, activity history from each ET equipped irrigation controller.
- e. The CONTRACTOR shall implement all irrigation programming information provided by the Landscape Inspector.
- f. The CONTRACTOR shall make every effort afforded by the sophistication of each irrigation system to control and avoid irrigation run-off in the landscape and on hardscape surfaces. This shall be accomplished with proper head and valve adjustments and the use of multiple program cycling to minimize run-off and encourage efficient irrigation.
- g. Every irrigation system shall be turned on and closely walked in it's entirety, physically observing, repairing and adjusting as needed (minimum of 1 time per month) to insure good working order.
- h. The CONTRACTOR shall maintain an irrigation labor force sufficient to keep all irrigation systems in good repair at all times.
- i. Irrigation repairs shall be paid for as an "extra" either per the Unit Cost Schedule or as "Time and Materials", which ever is the lesser amount. All repair invoices for irrigation work shall include an itemized list of all time and materials spent.
- j. The repair of all broken sprinkler heads shall include a Valcon model ADV-XS anti-drain valve.
- k. All controller enclosures (except stainless steel) shall be painted as often as needed (minimum of 1 time per year) to keep in a rust free state. This shall include rust treatment and two final coats of paint. Include on the annual schedule.
- l. Most of the irrigation in the Santa Fe Mesa LMAD is equipped with and operated by a centralized irrigation system. In general, all irrigation programming shall be performed by the City Landscape Inspector. The City Landscape Inspector will monitor, download and forward, as a work order, any irrigation problems to the CONTRACTOR each business day. The CONTRACTOR shall review and repair all such work orders within 48 hours.
- m. Contractor shall thoroughly repair all erosion caused by irrigation breaks at the same time the irrigation repairs are made.

**17. GUARANTEES AND/OR REPLACEMENT POLICY** All new plant material and irrigation installations provided by CONTRACTOR shall be guaranteed for a

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

period of one calendar year except for “Acts of God”. “Acts of God” are defined as damage or death of plant material due to wind, storm, vandalism, theft, or other willful acts over which the CONTRACTOR has no control. CONTRACTOR shall replace existing plants if they die at any time due to CONTRACTOR’s negligence.

**DISTRICT SPECIFIC MAINTENANCE REQUIREMENTS**

**DEL ORO HILLS** The non-irrigated open space south of the Village 10 (Mission del Oro) entry shall receive maintenance one time per year in the summer.

**MARLADO HIGHLANDS**

- a. All plant material and irrigation systems in the open spaces shall receive regular maintenance per this scope of work. Control all weeds in the open spaces at all times per this scope of work.
- b. Intranet – All communications in the Marlado Highlands LMAD related to maintenance, inspections, punchlists and extra projects shall be through the Marlado Highlands HOA’s intranet. Marlado Highlands will authorize and issue up to two unique user names and passwords for use by authorized contractor personnel. The City shall arrange a CONTRACTOR/HOA meeting to obtain Intranet access and training information on the proper use of the Intranet.
- c. Decollate Snail Zone – This district has a “Decollate Snail Only” zone on Rivertree and Deerfield, surrounded by copper banding on plastic header. CONTRACTOR shall not use any snail bait in this area. In the event that snail bait is applied in this area, the CONTRACTOR shall be responsible for the cleanup of the bait and the replacement of no less than 15,000 decollate snails. The CONTRACTOR shall keep all vegetation pruned away a minimum of 4” from the copper banding at all times.
- d. The open space irrigation is buried approximately 4 inches deep. Any pipe that becomes exposed for any reason shall be re-buried to this depth as a part of this contract.
- e. PVC pipes covering the guy wires of tree supports shall be painted to blend in with the natural surroundings.

**SANTA FE MESA**

- a. The Santa Fe Mesa LMAD is divided into 8 areas. Regular contract maintenance, per this scope of work, shall be performed in each area for one week.

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

- b. Medians on North Santa Fe shall receive maintenance as needed to keep in good condition at all times.
- c. Color corners shall receive additional maintenance as needed to keep in good condition at all times.
- d. Trees in Santa Fe Mesa shall be pruned, per contract specifications, once every two years. Half of the districts trees shall be pruned the first year and the other half shall be pruned the second year.

**VANDEGRIFT**

- a. East side parkway landscape - Maintenance is limited to the 10-foot city right-of-way on the east side of Vandegrift. This includes the gutter, curb, sidewalk and planters. Maintenance beyond the right-of-way is the responsibility of the adjacent property owner.
- b. Maintenance of the west side is between the gutter and the fences.

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**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

**EXHIBIT B LOCATION OF WORK**

The following are brief descriptions of each Landscape Maintenance Assessment District.

- a. **Del Oro Hills-** is generally located on Rancho Del Oro Drive between Vista Way and Oceanside Boulevard with 3,769,805-sq. ft (86.54 acres) of landscaping. Included in this total is 97,000-sq. ft of turf. Trail surface maintenance in Villages 6 & 7 is a part of this Agreement.
- b. **Douglas Park** - is generally located on Douglas Drive and North River Road. There is 738,085 sq. ft. (16.94 acres) slope, parkway and median maintenance.
- c. **Douglas Park Vandegrift annex** – is generally located on Vandegrift Boulevard and will ultimately consist of 125,279 square feet of median and parkway landscape and hardscape. Some is currently under construction or in developer maintenance periods. There is currently 39,921 square feet being maintained. The initial contract-billing amount shall be based on the actual area to be maintained at the time contract begins. Contract adjustments will be made when new areas are accepted for maintenance.
- d. **Guajome Ridge** – Guajome Ridge is generally located on Melrose Drive between Oceanside Boulevard and North Santa Fe Avenue and contains 259,648 sq. ft. (5.1 acres) of slope and median maintenance. There is 2,000 sq. ft. of turf.
- e. **Marlado Highlands-** The Marlado Highlands is generally located north of the San Luis Rey River on Rivertree Drive off of Foussat Road and contains 602,740 sq. ft. (13.84 acres) of irrigated slope landscape along with 1800 sq. ft. of turf. The open space landscape in a part of this contract (see specifics).
- f. **Mission Meadows Area A** - is generally located in the Jefferies Ranch area in east Oceanside off of Melrose Drive. Area A consists of 33,045 sq. ft. (.76 acres) of landscaping and trails.
- g. **Mission Meadows – Area B** – is generally located in the Jefferies Ranch area in east Oceanside off of Melrose Drive. Area B currently consists of 277,853 sq. ft (6.38 acres) of landscaping and trails.
- h. **Peacock Hills-** The Peacock Boulevard medians are located north of Oceanside Boulevard and consist of 62,000 sq. ft. of turf medians with mature Pine and Ficus trees.

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

- i. Rancho Hermosa-** Rancho Hermosa is generally located on the west side of Rancho Del Oro Drive north of El Camino High School. There is 251,940-sq. ft. of landscaping that includes approximately 8000 sq. ft. of turf.
- j. Santa Fe Mesa-** is generally located on Mesa Drive between College Boulevard and North Santa Fe and on North Santa Fe. It consists of 4,477,923-sq. ft. (102.8 acres) of slope landscaping with 20,000 sq. ft. of turf.
- k. Sunburst Homes-** is generally located on North Avenue south of Oceanside Boulevard and consists of 10,000 sq. ft. of parkway landscaping.
- l. Sunset Hills-** is generally located on Lake Boulevard and Emerald Drive and consists of 108,900 square feet of established landscaping.
- m. Vista Del Rio -** The Vista Del Rio LMAD is generally located on Benet Road and consists of 23,755 sq. ft. of landscaped parkway, crib wall and slop

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**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

**EXHIBIT C COST SCHEDULE**

**DISTRICT COST SCHEDULE**

<u>Item</u>	<u>Description</u>	<u>Square Feet</u>	<u>Monthly Cost</u>	<u>Total Cost</u>
1.	Del Oro Hills	3,769,805	\$20,311.80	\$487,483.25
2.	Douglas Park	738,085	3,978.03	95,472.83
3.	Douglas Park Vandegrift	125,279	675.00	16,200.00
4.	Guajome Ridge	259,648	1,399.44	33,586.46
5.	Marlado Highlands	602,740	3,248.33	77,959.97
6.	Mission Meadows Area A	33,045	178.13	4,275.21
7.	Mission Meadows – Area B	277,853	1,497.46	35,939.14
8.	Peacock Hills	61,986	333.27	7,998.49
9.	Rancho Hermosa	260,010	1,401.17	33,628.11
10.	Santa Fe Mesa	4,477,923	15,021.97	360,527.38
11.	Sunburst Homes	43,560	234.62	5,630.86
12.	Sunset Hills	108,900	588.90	14,133.59
13.	Vista Del Rio	23,755	132.14	3,171.35
		<b>TOTAL</b>	<b><u>\$49,000.26</u></b>	<b><u>\$1,176,006.20</u></b>

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**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

**UNIT COST SCHEDULE**

**UNIT PRICES**

District irrigation and planting "extras" are paid for as either "Time and Material" or by established unit prices, whichever is less. Fill in the Unit Prices below.

<b>1. Landscape</b>	<b><u>Unit Price</u></b>
Four inch pot	<u>2.75</u>
One-gallon shrub	<u>9.75</u>
Five-gallon shrub	<u>22.10</u>
Fifteen-gallon shrub	<u>85.00</u>
One-gallon tree	<u>9.75</u>
5-gallon tree w/2 - 8'x2" lodge pole stakes	<u>39.00</u>
15-gallon tree w/2 - 10'x2" lodge pole stakes	<u>122.00</u>
24" box tree w/2 10'x2" lodge pole stakes	<u>357.50</u>
30" box tree w/2 10'x2" lodge pole stakes	<u>845.50</u>
36" box tree w/2 10'x2" lodge pole stakes	<u>975.00</u>
Ground cover @ 64 rooted cuttings	<u>31.20</u>
Soil prep per 1000 sq. ft. with 4 cu yds. nitrolized compost, 150 lbs. agricultural gypsum and 15 lbs. 15-15-15 commercial fertilizer	<u>350.00</u>
Hourly rate for landscape foreman	<u>42.00</u>
Hourly rate for landscape labor	<u>38.00</u>

**2. Irrigation**

**Sprinkler heads** - Rainbird or approved equal unless otherwise noted. Price includes all materials and labor for installation from tee to bottom inlet of head (not including tee). Include a Valcon ADV-XS on all head replacements.

Shrub spray on 12" riser w/swing & stake	<u>14.30</u>
1804 plastic pop-up w/swing	<u>19.50</u>
1804 as above w/built-in ADV	<u>23.40</u>
1806 plastic pop-up w/swing	<u>26.00</u>
1806 as above w/built-in ADV	<u>29.90</u>
1812 plastic pop-up w/swing	<u>32.50</u>
1812 as above w/built-in ADV	<u>39.00</u>
Shrub rotor w/stake (Hunter-S)	<u>29.90</u>
Above w/built-in ADV	<u>39.00</u>
Pop-up rotor (Hunter-P)	<u>46.80</u>

**CITY OF OCEANSIDE  
LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICTS**

Above w/built-in ADV	<u>54.60</u>
12" pop-up rotor (Hunter-P)	<u>67.60</u>
Above w/built-in ADV	<u>75.40</u>

**Valves** - Rainbird or approved equal unless otherwise noted)  
Includes materials/labor.

Rainbird 100 PEB	<u>162.50</u>
Rainbird 125 PEB	<u>195.00</u>
Rainbird 150 PEB	<u>214.50</u>
Rainbird 200 PEB	<u>247.00</u>
Rainbird 100 GB	<u>312.00</u>
Rainbird 125 GB	<u>344.50</u>
Rainbird 150 GB	<u>370.50</u>
Rainbird 200 GB	<u>396.50</u>
PRS option on valve	<u>71.50</u>
Wilkins 2" Pressure Regulator	<u>403.00</u>
Solenoid	<u>67.60</u>
1" Diaphragm	<u>54.60</u>
1 1/2" Diaphragm	<u>61.10</u>
2" Diaphragm	<u>67.60</u>

**Irrigation Labor**

Hourly rate for irrigation foreman	<u>42.00</u>
Hourly rate for irrigation labor	<u>28.00</u>

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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE  
06/30/2005

<b>PRODUCER</b> 877-945-7378  Willis North America, Inc. - Regional Cert Center 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		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>INSURED</b> Executive Landscape, Inc. P.O. Box 1075 Fallbrook, CA 92088-1075		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
		INSURER A: St. Paul Mercury Insurance Company	24791-000
		INSURER B: National Union Fire Insurance Co. of Pitt	19445-002
		INSURER C: Virginia Surety Company, Inc.	40827-000
		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 INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Included <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CK08100356	6/30/2005	6/30/2006	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CK08100356	6/30/2005	6/30/2006	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>	BE9028662	6/30/2005	6/30/2006	EACH OCCURRENCE \$ <b>4,000,000</b> AGGREGATE \$ <b>4,000,000</b> \$ \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	1CW50148801	6/30/2005	6/30/2006	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

Re: Landscape Maintenance Assessment Districts

Certificate Holder is named as Additional Insured as respects General Liability where required by written contract per attached.

## CERTIFICATE HOLDER

## CANCELLATION 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM

City of Oceanside  
 Public Works Dept/Property Management  
 300 North Coast Highway  
 Oceanside, CA 92054

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

*Paul A. Holder*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**DESCRIBED PERSON OR ORGANIZATION ENDORSEMENT -  
ADDITIONAL PROTECTED PERSONS**

The **St Paul**

This endorsement changes your Commercial  
General Liability Protection

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**How Coverage Is Changed**

The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

**Described person or organization.** The person or organization shown in the Coverage Summary as a described person or organization is a protected person. But only for covered injury or damage that results from;

- premises you own, rent or lease; or
- your work.

We explain what we mean by your work in the Products and completed work total limit section.

**Other Terms**

All other terms of your policy remain the same.

Additional Protected Persons

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DESCRIBED PERSON OR ORGANIZATION:

Any person or organization whom you are required to add as an additional insured to this agreement under a written contract:

1. Currently in effect or which will become effective during the term of this agreement, and
2. Executed prior to the event which results in bodily injury or property damage, or the offense which results in personal injury or advertising injury.

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**Name of Insured**  
Executive Landscape, Inc.

**Policy Number** CK08100356

**Effective Date**  
6/30/2005

**Processing Date**

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STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE No 07636  
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Western Insurance Company

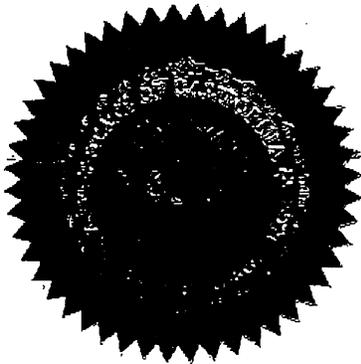
of Reno, Nevada, organized under the laws of Nevada, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 20th day of September, 2002, I have hereunto set my hand and caused my official seal to be affixed this 20th day of September, 2002.



By

Harry W. Low  
Insurance Commissioner  
*[Signature]*  
Victoria S. Sidbury  
for Steven Green - Deputy  
Insurance Commissioner

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

MINUTES OF ORGANIZATIONAL MEETING  
OF

EXECUTIVE LANDSCAPE  
A California corporation

The Incorporator(s) named in the Articles of Incorporation of the above named corporation held a meeting at the time, on the day and at the place set forth hereinbelow for the purpose of completing the organization of said corporation:

TIME: 11:00 a.m.  
DATE: 2/06/94  
PLACE: 131 South Stagecoach Lane  
Fallbrook, CA 92028

Present at said meeting were the following person(s):  
EDWIN EARLE  
KATHLEEN EARLE  
WALTER EARLE  
CONSTANCE EARLE

The following named persons acted as Temporary Chairman and Temporary Secretary of the meeting:

Temporary Chairman: EDWIN EARLE  
Temporary Secretary: WALTER EARLE

The Chairman stated that the original Articles of Incorporation had been filed in the Office of the California Secretary of State on Feb. , 1994. The Chairman presented to the meeting a certified copy of said Articles of Incorporation showing filing as stated and the Secretary was directed to insert

and the words and figures "INCORPORATED,  
19 , CALIFORNIA", in the form and figures as follows:

On motion duly made, seconded and carried, the following resolution was adopted:

RESOLVED, that the corporate seal in the form, words, and figures presented to this meeting be and the same hereby is adopted as the seal of this corporation.

The meeting then proceeded to the election of directors of the corporation. The Chairman stated that the Bylaws of the corporation provide that the authorized number of directors of the corporation shall be four (4) until changed by an amendment to said Bylaws and that pursuant to the authority granted to the Incorporator(s) of the corporation under Section 210 of the California Corporations Code, said Incorporator(s) is/are empowered to elect the first directors of the corporation. Accordingly, the Incorporator(s), in the exercise of said power and authority, duly elected to the Board of Directors of the corporation the following persons:

EDWIN EARLE	PRESIDENT
KATHLEEN EARLE	VICE PRESIDENT
WALTER EARLE	SECRETARY
CONSTANCE EARLE	TREASURER

All of said persons being present, each accepted his or her respective directorship. Thereafter, on motion duly made, seconded and unanimously carried,

EDWIN EARLE was elected to preside as chairman for the balance of the meeting and WALTER EARLE was elected to preside as secretary for the balance of the meeting.

The meeting then proceeded to the election of a President, a Vice-President, a Secretary and a Chief Financial Officer. The following were duly elected to the offices indicated after the names of each:

- EDWIN EARLE President
- KATHLEEN EARLE Vice-President
- WALTER EARLE Secretary
- CONSTANCE EARLE Chief Financial Officer

Each officer so elected being present, accepted his or her respective office.

The chairman then presented to the meeting a proposed form of share certificate for use by the corporation. On motion duly made, seconded and unanimously carried, said form of share certificate was approved and adopted and the Secretary was instructed to insert a copy thereof in the Book of Minutes immediately following the Minutes of the meeting.

# Willis

December 1, 2005

Dear Sir or Madam,

This letter is to acknowledge that Willis Insurance Services of San Diego is licensed and authorized to do business in the state of California. Our DOI license number is 0371719.



Steven M Spellanc  
Willis Risk and Insurance Services of San Diego  
CA DOI License # 0371719

4250 Executive Square, Suite 250  
La Jolla, CA 92037

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE  
06/30/2005

<b>PRODUCER</b>  877-945-7378  Willis North America, Inc. - Regional Cert Center 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191	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>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
<b>INSURED</b>  Executive Landscape, Inc. P.O. Box 1075 Fallbrook, CA 92088-1075	INSURER A: <b>St. Paul Mercury Insurance Company</b>	24791-000
	INSURER B: <b>National Union Fire Insurance Co. of Pitt</b>	19445-002
	INSURER C: <b>Virginia Surety Company, Inc.</b>	40827-000
	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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <u>Contractual Included</u> <input checked="" type="checkbox"/> <u>XCU Included</u> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CK08100356	6/30/2005	6/30/2006	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CK08100356	6/30/2005	6/30/2006	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	BE9028662	6/30/2005	6/30/2006	EACH OCCURRENCE	\$ 4,000,000
						AGGREGATE	\$ 4,000,000
							\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	1CW50148801	6/30/2005	6/30/2006	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
						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

Re: Landscape Maintenance Assessment Districts

Certificate Holder is named as Additional Insured as respects General Liability where required by written contract per attached.

## CERTIFICATE HOLDER

City of Oceanside  
 Public Works Dept/Property Management  
 300 North Coast Highway  
 Oceanside, CA 92054

## CANCELLATION 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM

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AUTHORIZED REPRESENTATIVE

*Paul Holder*



**PERFORMANCE BOND**

**PROJECT: LANDSCAPE MAINTENANCE DISTRICTS LANDSCAPE MAINTENANCE**

The Surety hereby stipulates and agrees, for value received, that no alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the Agreement shall in any way affect the Surety of its obligations on this bond, and notice of any such alterations is hereby waived by Surety.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounden CONTRACTOR and Surety, and have set their names, titles, and signatures hereon this 15th day of November, 2005

**PROJECT: LANDSCAPE MAINTENANCE DISTRICTS LANDSCAPE MAINTENANCE**

Contractor

Executive Landscape Inc.

Name

By

By

2131 Huffstatler St.

Address

Fallbrook, CA 92028

(760) 731-9036

Telephone Number

Surety

WESTERN INSURANCE COMPANY

Name

Caroline L. Brown, Attorney-in-Fact

By

By

580 E. Plum Ln.

Address

Reno, NV 89502

(775) 829-6650

Telephone Number

**NOTARY ACKNOWLEDGEMENTS OF CONTRACTOR AND SURETY MUST BE ATTACHED.**