

**CITY OF CAMARILLO**  
**MAINTENANCE CONTRACT**

This contract ("**Contract**") is effective as of January 1, 2020 ("**Effective Date**"), and is between the CITY OF CAMARILLO, a California general law city and municipal corporation (City), and Landscape Development, Inc., dba Enhanced Landscape Management, a California corporation ("**Contractor**"), collectively referred to as the "**Parties**."

**Section 1. Recitals.** This Contract is entered into with respect to the following facts:

- 1.1 Contractor represents it is qualified to perform all of the Work (defined below) required under this Contract.
- 1.2 Contractor agrees to perform all such Work in the time and manner set forth in the Contract Documents (defined below).
- 1.3 The City has determined that the public interest, convenience and necessity require the execution of this Contract and its implementation.

**Section 2. Contract Documents.** This Contract consists of the following documents ("**Contract Documents**"), all of which are made a part of this Contract:

- 2.1 Notice Inviting Bids
- 2.2 Instructions to Bidders
- 2.3 Bid Proposal, as accepted
- 2.4 Notice of Award
- 2.5 This Contract
- 2.6 Verification of California Contractor's License
- 2.7 Certificate of DIR Registration
- 2.8 Contractor's Certificate Regarding Workers' Compensation
- 2.9 Certificate(s) of Insurance
- 2.10 General Conditions/Specifications
- 2.11 Prevailing Wage Scales
- 2.12 Addenda Nos. Addenda #1 dated 11/14/19, Addenda #2 dated 11/14/19
- 2.13 Other documents (list here)

Exhibit A – Scope of Work

Exhibit B – Key Personnel & Compensation

Exhibit C – Insurance

**Section 3. The Work.**

- 3.1 The work ("**Work**") to be performed by Contractor is described in the Contract Documents.
- 3.2 In completing the Work, Contractor must employ, at a minimum, the applicable generally accepted professional standards of its industry in existence at the time of performance as utilized by persons engaging in similar work.
- 3.3 Except as specifically provided in the Contract Documents, Contractor must furnish, at its sole expense, all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the Work.
- 3.4 Contractor must perform all of the Work in strict accordance with the Contract Documents.
- 3.5 Contractor must make every reasonable effort to maintain the stability and continuity of Contractor's key personnel to perform the Work required under this Contract.
- 3.6 Contractor must obtain City's prior approval before utilizing any subcontractors to perform Work under this Contract. Approval must include the identity of the subcontractor and the terms of compensation.
- 3.7 Contractor will not be compensated for any services rendered in connection with its performance of this Contract that are in addition to or outside of those set forth in the Contract Documents, unless such additional services or work are authorized in advance by City.

**Section 4. Term and Termination.**

- 4.1 Subject to Sections 4.2 and 4.3 below, the term of this Contract will be for a 42 month period commencing on the Effective Date, and may be extended for up to 2 additional one-year periods, based on the mutual agreement of the Parties.
- 4.2 City may terminate this Contract, with or without cause, at any time by written notice of termination to Contractor. If such notice is given, Contractor must cease immediately all Work in progress.
- 4.3 Contractor may terminate this Contract at any time upon 90 days' prior written notice of termination to City.
- 4.4 Upon termination of this Contract by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession must be returned to City. Contractor must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Contractor as of the date of termination. Compensation for Work in progress not based on an hourly rate will be prorated based on the percentage of Work completed as of the date of termination.
- 4.5 Contractor acknowledges City's rights to terminate this Contract as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from City's termination of this Contract.

**Section 5. Time to Perform the Work.**

- 5.1 Time is of the essence with respect to Contractor's Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents.
- 5.2 Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 5.3 If Contractor is delayed by any cause beyond Contractor's control, City may, but is not required to, grant a time extension for the completion of the Work. If delay occurs, Contractor must notify City in writing within 48 hours of the cause and the extent of the delay and how such delay interferes with Contractor's performance of the Work.

**Section 6. Compensation and Payment.**

- 6.1 Subject to any limitations provided in the Contract Documents, City agrees to pay Contractor as full consideration for the faithful performance of all of the Work the compensation set forth in Exhibit B ("Compensation"), which is made a part of this Contract. If during the term of this contract the applicable prevailing wage rate increases, the Contractor may request a contract modification as outlined in Section 16.5 annually on the anniversary date of the contract.
- 6.2 Contractor must furnish City with an invoice for the Work performed in accordance with the Contract Documents. Contractor may not submit an invoice more often than once every 30 days.
- 6.3 City will review each invoice and determine whether the Work performed is in accordance with the Contract Documents. The Director of Public Works ("**Director**") may require Contractor to provide a release of all undisputed Contract amounts contained in the invoice.
- 6.4 If City disputes any item on an invoice, City will give Contractor notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.
- 6.5 Except as to any charges for the Work performed that City disputes, City will cause Contractor to be paid within 30 days of the date of the invoice or the date that Contractor furnishes City with a release of all undisputed Contract amounts, whichever occurs later.
- 6.6 In the event there is any claim specifically excluded by Contractor from the operation of any release, City may retain an amount not to exceed the amount of the excluded claim.

**Section 7. Labor Code and Prevailing Wage Requirements.**

- 7.1 Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's work per Labor Code section 1810. Contractor will forfeit the statutory penalty to City for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.
- 7.2 Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract are available for download from the State website:  
  
<http://www.dir.ca.gov/OPRL/dprevwagedetermination.htm>.
- 7.3 Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at City's Department of Administrative Services and available to Contractor and any other interested party upon request.
- 7.4 Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.
- 7.5 Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to City for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.
- 7.6 Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who

are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

- 7.7 Contractor has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). City hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: <http://www.dir.ca.gov/dlse/cmu/cmu.html>.
- 7.8 Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for work that qualifies as a "public work" only to subcontractors which are at that time registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5. Contractor must obtain proof of such registration from all such subcontractors."
- 7.9 If federal funds are used to pay for the Work, Contractor and any subcontractor agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act (40 USC § 276a-7), the Copeland Act (40 USC § 276c and 18 USC §874), and the Contract Work Hours and Safety Standards Act (40 USC § 327 and following).

#### **Non-Discrimination.**

Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940. Contractor is responsible for compliance with this section.

#### **Section 8. General Legal Compliance; Contractor Claims.**

- 8.1 In performing the Work, Contractor must comply with all applicable statutes, laws and regulations, including, but not limited to, OSHA requirements and the Camarillo Municipal Code.
- 8.2 Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law, including, without limitation, any business license tax imposed by City.
- 8.3 Contractor must maintain a valid California Contractor's License throughout the term of this Contract.
- 8.4 In the event Contractor has any claims (as such term is defined in Public Contracts Code section 9204) against City, the Parties will follow the applicable dispute resolution process set forth in Section 9204 which, among other things, establishes procedures for the submission of a claim to the City, including the

submission of reasonable documentation to support the claim, time periods for the City to respond in writing to the claim, a meet and confer process, and a non-binding mediation process.

**Section 9. Clayton and Cartwright Act Assignments.**

In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract, Contractor and any subcontractor will be deemed to have offered and agreed to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Work. This assignment will be deemed made and will become effective at the time City tenders final payment to Contractor, without further acknowledgement by the Parties.

**Section 10. Independent Contractor.**

Contractor is and will at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of City.

**Section 11. Indemnification.**

- 11.1 Contractor agrees to the fullest extent permitted by law to (1) immediately defend and (2) indemnify City from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or its officers, employees, agents, or subcontractors committed in performing any Work under this Contract or the failure to comply with any of the obligations of this Contract (collectively, "Claims"). The Claims subject to Contractor's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.
- 11.2 Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel approved by City, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the Claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any City indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of any City indemnified

party, then Contractor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the City indemnified party.

- 11.3 Contractor agrees that its defense and indemnification obligation under this section, includes the reasonable costs of attorneys' fees incurred by the City Attorney's office to monitor and consult with Contractor regarding the defense of any Claims, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. City will use its best efforts to avoid duplicative attorney work or appearances in order to keep defense costs to a reasonable minimum.
- 11.4 Contractor agrees that settlement of any Claim will require the consent of City. City agrees that its consent will not be unreasonably withheld provided that Contractor is financially able (based on demonstrated assets) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Contract.
- 11.5 Contractor's obligation to indemnify City applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party, then Contractor's indemnification obligation will be reduced in proportion to the established comparative liability.
- 11.6 For the purposes of this section, "City" includes City's officers, officials, employees and agents.
- 11.7 The provisions of this section will survive the expiration or earlier termination of this Agreement.

## **Section 12. Insurance.**

Contractor agrees to have and maintain in full force and effect during the term of this Contract the insurance coverages listed in Exhibit C ("Insurance"), which is made a part of this Contract.

## **Section 13. Notice.**

- 13.1 All written notices required or permitted to be given under this Contract will be deemed made when received by the other Party at its respective address as follows:

To City:	City of Camarillo P O Box 248 Camarillo, California 93011-0248 Attn: Leo Alamillo (Tel.) 805 388-5378 (Fax) 805 389-9524
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To Contractor: Landscape Development Inc.  
dba Enhanced Landscape Management  
28447 Witherspoon Parkway  
Valencia, CA 91355  
Attn: Gary Horton  
(Tel.) 805-577-2737  
Fax) 805-557-2783

- 13.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile or email. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 13.3 Any Party may change its notice information by giving notice to the other Party in compliance with this section.

**Section 14. Project Documents.**

All data, drawings, maps, models, notes, photographs, reports, studies and other documents (collectively, "**Project Documents**") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of City. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to City in its possession, but may retain copies of any of the Project Documents it may desire.

**Section 15. General Provisions.**

- 15.1 Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.
- 15.2 Assignment. Contractor may not assign this Contract without the prior written consent of City, which consent may be withheld in City's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.
- 15.3 Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.
- 15.4 Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and City prior to the execution of this Contract.
- 15.5 Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the City Council or City Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

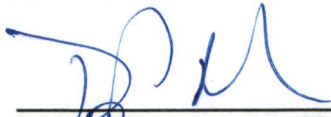


- 15.6 Counterparts, Facsimile or other Electronic Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this Contract will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.
- 15.7 Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by City of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.
- 15.8 Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 15.9 Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.
- 15.10 Venue. In the event of litigation between the parties, venue in state trial courts will be in the County of Ventura. In the event of litigation in a U.S. City Court, venue will be in the Central City of California, in Los Angeles.

[Signatures on the following page.]

The Parties have caused this Contract to be executed by their undersigned authorized agents as follows:

**CITY OF CAMARILLO**



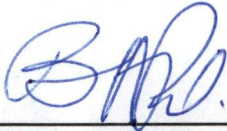
David J. Norman, City Manager

ATTEST:



Jeffrie Madland, City Clerk

**APPROVED AS TO FORM:**

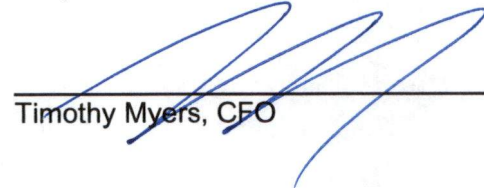


Brian A. Pierik, City Attorney

**LANDSCAPE DEVELOPMENT INC., dba ENHANCED LANDCAPE MANAGEMENT**



Gary Horton, President



Timothy Myers, CEO

Camarillo Business Tax Certificate Number: 007907

Expiration Date: 05/31/2020

(4-2018)

**EXHIBIT A**  
**SCOPE OF WORK**

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **LM-2014-1 (REBID) LANDSCAPE MAINTENANCE SERVICES AREA 1,2,3,4 AND 5**

##### **1. Scope of Work**

This specification establishes the standards for the maintenance of the landscaped and hardscaped areas within the City of Camarillo (City).

The quality of landscape maintenance will continue to be evaluated for satisfactory progress. Contractor's prime responsibility will be to integrate innovative and progressive elements of high landscape maintenance standards and the objectives as set forth in this specification.

Contractor shall furnish all labor, equipment, materials, tools, traffic control devices and special skills required to perform the landscape and hardscape maintenance as set forth in this specification and in keeping with the highest standards of quality and performance.

Maintenance of the landscaping shall include, but not be limited to, hand watering at the Camarillo Ranch House, other facilities, planters, medians, parkways and turf areas as necessary, wiping down Camarillo Ranch House features, mowing, trimming, pruning, fertilization, aeration, irrigation checks, litter/debris removal, planting of annuals, application of fertilizer to trees, shrubs, ground cover and turf, weed control, insecticide/herbicide application, cultivation, pest control, tree pruning, dethatching, plant replacements, renovation, servicing and cleaning trash receptacles and ash urns, cleaning and wiping down street benches, decorative light poles, drinking fountains and statues, servicing City-maintained parking lots, servicing the bike trails, servicing decomposed granite (DG) walking paths, servicing pet waste disposal dispensers, sandbagging, and cleanup of drainage facilities. Contractor will be responsible for the removal of trash and accumulated debris from site and appurtenant maintenance services specified hereunder within the boundaries of the City of Camarillo. It is the intent to schedule maintenance to keep all areas in a state of healthy vigorous growth. Note it is the Contractors responsibility to allot for time necessary for hand watering various areas as necessary and required per Landscape Inspectors direction.

Contractor will submit a weekly maintenance schedule to the Public Works Director or designee scheduling the maintenance operations that includes, but is not limited to, cleaning and/or emptying of trash and ash urn receptacles, tree pruning, aeration, dethatching, insecticide/herbicide application, irrigation checks, litter/debris removal, servicing trash receptacles, planting of annuals, cleanup of drainage facilities, and application of fertilizer to trees, shrubs, ground cover and turf.

##### **2. Utilities**

City will provide water and electricity at no cost to Contractor. However, Contractor shall pay for all excessive utility usage due to failure to repair malfunctions on a timely basis

or unauthorized increases in the frequency of irrigation. Costs will be determined from comparisons of usage with historical usage for the same time period. Costs to be deducted from payments will be presented to Contractor by City.

**3. Interpretation of Contract and Specifications**

Should there appear to be any uncertainty, ambiguity or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any portion hereof of the applicability of the provisions hereof to Contractor or the performance required hereunder, the Public Works Director (Director) shall be consulted and his/her decision thereon shall be final and conclusive. References to the Public Works Director in these specifications/scope of work may be delegated to the appropriate personnel within the Street Division.

**4. Term and Exclusiveness of Contract**

City anticipates that it will require maintenance services for approximately 42 months commencing on the Effective Date, and may be extended for up to 2 additional one-year periods, based upon mutual agreement of the Parties. Starting Fiscal Year 2021/22 the Contractor may submit a request for adjustments to compensation for cost-of-living increases based on the Consumer Price Index (CPI) appropriate for Ventura County. The request for the increase must be submitted to the Director by March 31<sup>st</sup> of each year that a request is made. The time period to determine the CPI increase will be measured from January of that current calendar year to January of the previous calendar year. Such increase shall not become effective until July 1<sup>st</sup> of the next Fiscal Year.

If City elects to extend the services, it shall notify Contractor 120 days prior to expiration. Contractor shall have 30 days to respond in writing its intentions to extend or terminate. If Contractor fails to respond within the required 30 days, City will deem Contractor as nonresponsive. City will begin preparing a Request for Bids.

From the date of award, contractor agrees to provide professional landscape maintenance services.

**5. Scheduling**

Contractor shall provide a weekly maintenance schedule to City's Landscape Inspector prior to commencement. This shall include mowing, irrigation maintenance and other duties listed in these specifications/scope of work. Any changes shall be reported in writing to the Landscape Inspector prior to commencement of work. In addition, the Contractor will contact the Landscape Inspector daily to communicate the daily contract staffing level and the areas they will be assigned.

The Director shall have the right to alter or change this schedule on a temporary or permanent basis to best meet the needs of City. No additional cost shall be incurred by City for any work schedule modifications which do not increase frequencies.

**6. Storage Facilities**

City shall not provide any storage facilities for Contractor. The Contractor shall arrange for and maintain a secure storage site/yard in the City of Camarillo City limits for all equipment and materials. Contractor will be given 90 days to make arrangements.

**7. Traffic Control**

- (a) All traffic control for lane closures shall conform to the most current version of the following publications:
  - 1. Manual on Uniform Traffic Control
  - 2. Work Area Traffic Control Handbook
  - 3. Caltrans Traffic Manual, Current Edition
- (b) All traffic control lane closures shall be subject to change by the Director.
- (c) The Street Division and Traffic Division shall be notified 24 hours in advance of any lane closures of more than 4 hours, except on Lewis Road where the Street Division and Traffic Division shall be notified 72 hours in advance.
- (d) Traffic control in general not requiring a complete lane closure.
- (e) Job site work zones still require traffic control per the publications noted above even if there is no lane closure.
- (f) Included in these specifications/special provisions (**Appendix C**) are typical traffic control plans for Lewis Road and Daily Drive.

**8. Response to Inquiries: Calls and Emergency Situations**

Contractor shall maintain an office at a fixed location and shall maintain a telephone there listed in the telephone directory in its own name or in the firm name by which he/she is most commonly known and shall at all times have a responsible person(s) employed by Contractor to take the necessary action regarding all inquiries and complaints that may be received from property owners or from the Director.

This person(s) shall be reachable 24 hours per day. An answering service shall be considered an acceptable substitute to full-time coverage, provided Contractor is advised of complaint(s) within one (1) hour of the beginning of Contractor's workday. The telephone of said Contractor shall be on the exchange or exchanges within City or a toll-free number.

Contractor shall provide sufficient personnel at areas of responsibility every day for emergency purposes and to provide normal maintenance. In the event Contractor's crews are not scheduled to work every day in the City, they shall be able to respond within two (2) hours upon notification of complaints.

Contractor shall maintain a written log of all such complaints, the date thereof and the action taken pursuant thereto or the reason for non-action. This log shall be given to the Director at the weekly meetings.

All complaints shall be abated as soon as possible after notification, but in all cases within 24 hours, to the satisfaction of the Director. If any complaint is not abated within 24 hours, the Director shall be notified immediately in writing the reason for not abating such complaints.

Contractor may be requested by the Director to perform special tasks that are above its normal scheduled work, e.g., citizen action requests, coordination with utility locations or special work orders. It is intended that the specifications are indicative of the work to be anticipated by Contractor and will allow for additional work at no additional cost to the City considered normal maintenance to meet the objectives and criteria.

## 9. Irrigation

Irrigate as required to maintain adequate growth rate and appearance and in accordance with a schedule agreed to by the Director and Contractor. The Director shall have the ability to change the irrigation schedule as the need develops. Contractor is responsible for repairs and replacement of all materials after the water meter including, but not limited to the following:

- ♦ Flow sensors
- ♦ Water pumps
- ♦ Mainlines
- ♦ Valves
- ♦ Lateral lines
- ♦ Sprinkler heads
- ♦ Controller enclosures
- ♦ Electrical repairs
- ♦ Hose bibs
- ♦ Drip hoses and emitters
- ♦ Valve boxes and lids
- ♦ Quick couplers
- ♦ Fertilizer injector
- ♦ Irrigation controllers, solenoids, wiring
- ♦ Batteries, communication cables and antennas; controller batteries shall be changed out annually in December.

- (a) Contractor shall provide competent and fully trained irrigation personnel. Irrigation personnel shall be fully trained in all phases of landscape irrigation systems operation, maintenance, adjustment, programming and repair. Irrigation personnel may be required to pass a test given by the Landscape Inspector to prove his/her competency in this field. Failure to pass such test shall preclude this individual from working on City irrigation systems, or until such test is passed.

To facilitate the requirements of this contract, it is required that the irrigation personnel be provided with a Rain Master Pro Max remote transmitter.

- (b) Consideration must be given to the soil conditions, seasonal temperatures, wind conditions, humidity, runoff and the relationship of conditions, which affect day and night watering. This may include manual operation of the irrigation system during periods of windy or inclement weather.
- (c) In areas where wind creates problems of spraying water onto private property, walkways or road rights-of-way, the controllers shall be set to operate during the period of lowest wind velocity.
- (d) Contractor shall be responsible for monitoring all systems within the jurisdiction of this specification and correct for coverage, adjustment and clogging of lines and removal of obstacles, including plant materials that obstruct the spray. Contractor shall raise heads as necessary to provide optimum irrigation coverage.
- (e) Irrigation systems shall be regularly flushed through the end of each line.
- (f) Contractor shall check all systems weekly, including slope areas, and adjust and/or repair sprinkler heads causing excessive runoff or which throw directly onto the roadways, v-ditches or sidewalks. All repairs shall be made prior to the next scheduled irrigation cycle. In the event that repairs cannot be made prior to the next scheduled irrigation cycle, the system shall be shut down and the Director shall be immediately notified. A weekly operational test of the entire system shall be made and controller log shall be signed and dated indicating system test was performed. Test reports must be in a format approved by City. A schedule shall be submitted by Contractor at the start of the contract showing the location, day of week and time of day that each controller system will be tested.
- (g) A soil probe or tensiometer shall be used to determine the soil moisture content in various areas.
- (h) Contractor shall observe and note deficiencies occurring from the original design and review these findings with the Director so necessary improvements can be considered. Defective irrigation controllers shall be reported immediately.
- (i) Contractor shall repair all leaking or defective valves, heads, emitters, risers, and mainline breaks within 24 hours unless extended by the Landscape Inspector. In the event of such extension, it shall be Contractor's responsibility to shut down the system, and Contractor shall be required to provide water to affected areas.
- (j) The responsibility of testing and certifying all irrigation backflow prevention devices will be the responsibility of City.
- (k) In the course of making repairs, no open holes shall be left unattended unless properly covered and barricaded. No thoroughfares, such as sidewalks and streets, are to be blocked without prior written approval of the Director.
- (l) Replacements will be of original materials unless otherwise approved by the Landscape Inspector.



(m) Irrigation Controllers:

1. Controllers will be monitored weekly for proper operation, proper setting for water application, and time of day of application.
2. All areas will be watered between the hours of 12:00 a.m. to 6:00 a.m., unless other times are authorized.
2. Water can only be on during daylight hours for repairs or for special authorized conditions.
3. It is the intention of City to conserve water as much as possible while still allowing ample water to stimulate plant growth. City's Landscape Inspector will review the watering schedule with Contractor regularly and will review water consumption. The Director will make the final determination of the amount of time set for watering for each controller. Contractor shall be responsible for adjusting controllers. Contractor shall notify City 24 hours prior to running irrigation systems during restricted watering hours.
4. Contractor shall maintain battery backup on all electrical controllers in case of power failure and maintain solar irrigation controllers. Contractor shall turn off all irrigation controllers during rainstorms or before expected rainstorms, or as directed by the Landscape Inspector.
5. Contractor shall turnoff all controllers when the temperature drops below or when the temperature is expected to drop below 45° Fahrenheit to prevent possible icing of walkways and roadways. Contractor will return to normal operations as conditions improve.
6. Controller Repair: Controllers will be serviced and/or repaired within seven (7) days of notification by City. In the event that such repairs are being made, Contractor shall provide a "loaner panel" or water systems manually until such repairs have been made. City, at its discretion, may replace non-repairable or obsolete controllers.
7. Contractor shall keep irrigation controller cabinets/pedestals free from dust, debris, graffiti and pests, e.g., ants. Cabinets/pedestals shall be cleaned a minimum of once a month or as often as needed to keep electrical components clean and working properly.

(n) Wiring and Solenoids:

Contractor is responsible for proper maintenance and repair of wiring and solenoids from the main source to the automatic timer and from the automatic timer to each valve in the system. All splices to wiring shall be in approved pull boxes with the wire identified with a "Christy" I.D. Tag, corresponding to the valve sequence number. All communication and sensing cable shall be protected in place and shall be repaired by Contractor when necessary. In no case shall the integrity of the wiring system be compromised.

(o) Main Line:

The main line begins on the discharge side of the water meter. Contractor is responsible for its proper repair and maintenance. Should extensive damage develop due to a main line break caused by persons or events other than Contractor, Contractor will repair the damage. It will bear the total labor cost and a maximum of \$300 of the wholesale material costs. City will pay the balance upon approval.

(p) Valves:

All valves will be monitored for leaks and repairs weekly or as needed for proper operation. Leaking valves must be repaired within 24 hours of notification. All automatic valve replacements will be equal to existing manufacturer's specifications or better. Valve boxes shall be kept free of all debris and valves shall be readily accessible.

(q) Lateral Lines:

All pipes from the valves are lateral lines. These lines will be kept in good working conditions at all times. Repairs are Contractor's responsibility.

(r) Sprinkler Heads:

All sprinkler or irrigation heads will be monitored weekly or as needed in order to maintain proper operation and coverage over turf, shrubs and ground cover. This includes adjustment, cleaning, repairs and replacement of missing or non-repairable heads and emitters. Malfunctions due to normal wear shall be repaired by Contractor at Contractor's expense during regular service visit.

(s) Irrigation/Backflow Enclosures:

Enclosures for backflow and controllers shall be chipped of rust and dirt and painted with an epoxy exterior paint a minimum of one (1) time per year between the months of November and March, or as required to maintain good working order and appearance. Contractor shall be responsible for providing and installing standardized locks on all enclosures. Keys shall be supplied to the Director. Contractor shall be fully responsible for all equipment which has not been provided with locks.

(t) Electrical Repair:

Contractor shall be responsible for care of all electrical beginning at the meter for each system.

(u) Vandalism and Theft:

Contractor will bear the total labor and maximum of \$100 of the wholesale material costs arising from acts of vandalism and/or theft of City property which has not been caused by Contractor's operations or negligence, or its employees.

City will pay the balance of materials cost upon approval. The Director shall be notified immediately by Contractor in regard to any committed acts of vandalism and/or theft. Vandalism must be verified by the Landscape Inspector prior to repairs by Contractor. Contractor shall be responsible for taking pictures of vandalism and e-mailing them to the Landscape Inspector. Damaged materials will not be considered vandalism unless a police report is filed by Contractor and a copy with pictures is given to the Landscape Inspector.

#### 10. **Turf Care**

- (a) Mowing: Weather permitting, all turf areas are to be mowed weekly to maintain the height specified below, with clippings mechanically collected and the borders neatly edged. Mowing patterns shall be changed each week to avoid the creation of ruts and soil compaction created from wheel tracks. City Hall and Constitution Park shall be mowed on Tuesdays prior to 2:00 p.m. Camarillo Ranch House shall be mowed on Wednesdays after 12:00 noon. Contractor shall mechanically trim around sprinkler heads to provide maximum water coverage. Irrigation shall not have run within 24 hours PRIOR to mowing. Contractor shall trim around planters, mowing strips, trees wells and walkways. An edging schedule is to be considered part of the mowing schedule and shall be concurrent with the above mentioned mowing schedule. Edging shall not be done by chemical methods, unless approved by the Landscape Inspector.

The Landscape Inspector may direct Contractor to hand water dry areas with use of quick couplers. Contractor shall spot-check soil moisture by taking tensiometer readings every other week.

Mow to the following heights:

Perennial Rye - 1" to 1¼" Fescue - 1¾" to 2¼".

Irrigate as necessary to maintain proper growth rate and optimum appearance.

- (b) Maintain Turf Areas in Weed-Free Condition:
1. A pre-emergent weed grass and broadleaf control shall be applied to all turf between January 1st and February 15th of each year.
  2. Chemical control of broadleaf weeds shall be initiated on an as-needed basis to maintain a "weed-free" turf condition, with applications a minimum of eight (8) times per year. This shall be the program for all turf grass areas. The Landscape Inspector shall be notified of all chemical applications in writing.
  3. Crabgrass in the turf areas and Bermuda grass or other noxious weeds in the planter beds shall not be allowed to become established. At the first indication of crabgrass infestation, the affected areas shall be sprayed.
- (c) Damage by Pests:

Any damage caused to the turf and/or planter/ground cover areas caused by pests/rodents shall be repaired by Contractor within 24 hours.

(d) Thatch Removal:

All turf shall be dethatched once a year between October 1st and November 10th by a "flail type" dethatching machine prior to over-seeding. All grass clippings associated with this process shall be removed from the site and disposed of at Contractor's expense.

(e) Aeration:

Contractor shall aerate a minimum of once a year between October 1st and November 10th. Prior to aeration, Contractor shall mow turf to a height of one-inch (1"). Contractor shall aerate all turf by removing ½" diameter by 4" deep cores of sod with a power-driven or tractor pulled aerator, no more than 6" spacing. Any areas that show excessive compaction shall receive additional treatment as required to alleviate this condition. All cores shall be removed off site (vacuumed or raked up) the same day as aerification. Contractor shall contact the Landscape Inspector prior to work. Dizdar Park shall be re-aerated after the Fiesta each year.

(f) Turf Re-Seeding - Topdressing:

Contractor shall re-seed all turf areas after dethatching. Contractor shall over-seed with Festuca Pacific Vista Dwarf blend or equal at recommended over-seed rates. After seeding, Contractor shall apply ¼" suitable approved topdressing material. Topdressing shall consist of a "Top Dressing for Lawns" from AGROMIN or equal consisting of a ¼" inch to minus screened 90% organic material and 10% sand. Seed and Topdressing material shall be required at the Contractor's expense. \*NOTE ALL MATERIALS SHALL BE APPROVED BY THE LANDSCAPE INSPECTOR PRIOR TO APPLICATION.

(g) Bare Spots:

Upon notification by the Landscape Inspector, bare spots shall be reseeded within seven (7) days. Bare spots are to be reseeded with seed identical to the type of grasses already growing in that particular area and with proper topping. All such areas shall be maintained in the same manner as any newly-planted area. Seed shall be spread at a rate of 12 pounds per 1,000 square feet, or a rate agreed upon by the Landscape Inspector. The seeds must be approved in advance by the Landscape Inspector.

(h) Fertilization: All turf areas are to be fertilized a minimum of five (5) times a year as follows:

Contractor shall provide the Landscape Inspector with a fertilization schedule prior to start of contract.

During the months of November and January, Contractor shall use Nitra King 22-3-9 or equivalent. Contractor shall apply material to achieve application of one (1) pound of actual nitrogen per 1,000 square feet.

During the months of February and April, Contractor shall use Turf Supreme 16-6-8 or equivalent. Contractor shall apply material to achieve an application of one (1) pound of actual nitrogen per 1,000 square feet.

During the months of May and September, Contractor shall use Sulfur Turf 25-5-5 sulfur coated product or equivalent. Contractor shall apply to achieve an application of  $\frac{3}{4}$  pound actual nitrogen per 1,000 square feet.

During the month of October, Contractor shall use Turf Supreme or equivalent. Contractor shall apply to achieve an application of one (1) pound of actual nitrogen per 1,000 square feet.

Quantity verification for the applications shall be delivered to the Street/Landscape Division within one week following application.

#### 11. **General Maintenance**

Contractor shall perform the following services:

- (a) Trash Removal: All areas shall be maintained free of trash, glass, debris, leaf litter, pine needles, pine cones, fallen branches or windblown matter on a frequency as defined in these specifications or on the bid schedule maps, Monday through Friday.
- (b) Plant material encroaching onto or from City property shall be trimmed back to property line at City's discretion depending on circumstance, e.g., plants growing over fences and sidewalks from private property adjacent to contracted areas shall be trimmed back to property line.
- (c) In areas where drip systems are used, Contractor will be required to hose off or wash dust/soot off plant materials a minimum of twice per year or as needed to prevent plant damage and to provide a clean appearance.
- (d) Walkways: All hardscapes such as, but not limited to, sidewalks, curb and gutters, bike trails, pedestrian DG walkways, raised stamped medians and median noses, expansion joints and walls adjacent to contract sites, shall be kept clear of dirt, mud, trash, debris and weeds. Edges and shoulders of bike trails will be kept clear of trash and weeds. Contractor will be responsible for notifying the Director of vandalism, e.g., broken fence or graffiti, as soon as possible, but in no case longer than 48 hours after observance.
- (e) Bike trails: All bike trails that are landscaped and irrigated will be maintain as described in these specifications/special provisions. Both landscaped and unlandscaped Bike Trails will be kept clear of encroaching tree limbs and landscaping of adjacent properties, trash and weeds on a weekly basis. Trash receptacles will be emptied a minimum of three (3) days a week, Monday, Wednesday and Friday. Doggy dispenser will be replaced as necessary and at Contractor's expense. Contractor will be responsible for notifying the Director of all vandalism, e.g., broken fence, stickers or graffiti, as soon as possible, but in no case longer than 48 hours after observance.
- (f) Old Town, City Hall, Constitution Park, Metrolink Station, Camarillo Ranch House and Dizdar Park street furniture and features, e.g., tractor, wagon, old farm

equipment, benches, bike racks, kiosks, statues, and urban art will be wiped down and cleaned carefully on a weekly basis.

- (g) **Facilities Policing:** Metrolink Station, Dizdar Park, Old Town, Old Courthouse, City Hall, Constitution Park, Paseo Camarillo Bus Stop and the Camarillo Libraries (new and old) will be policed on a daily basis, **Monday through Friday** early mornings, no later than 7:00 a.m.. Contractor shall police the landscape and parking lot areas identified for the purpose of removing shopping carts, trash, rubbish and any accumulated debris that is unsightly or constitutes a safety hazard. Shopping carts will be returned to their rightful owner. In cases where the shopping cart owner cannot be identified, the cart will be taken to the City Corporation yard. Areas to be policed include, but are not limited to, the platform, walkways, parking stalls, pavilion, curbs and gutters. Contractor will be responsible for notifying the Director of all vandalism, e.g., broken fence or graffiti, as soon as possible, but in no case longer than 24 hours after observance.
- (h) Mechanical blowing devices shall not be used after 9:00 a.m. at these locations: Dizdar Park, Old Town, Old Courthouse, City Hall, Constitution Park, Paseo Camarillo Bus Stop and the new Library. Additionally, they shall not be used in the vicinity of parked vehicles or when pedestrians are present.
- (i) **Lewis Road:** Hedge work along Lewis Road, between Lewis Road and the rail road tracks will be provided as necessary per the direction of the Landscape Inspector. That work assignment will be done by a separate crew that is not assigned to the daily activities outline in LM-2019-1 (REBID) specifications/scope of work.
- (j) **Weekly Services On and Along Arterial Streets:** On the first working day of each week, Contractor shall perform the following weekly services on and along arterial streets. This service shall be done in the early morning, and completed no later than 12:00 p.m. Contractor will be responsible for notifying the Director of vandalism or graffiti as soon as possible, but in no case longer than 24 hours after observance.
  1. Remove litter, trash and garage sale signs from street lights, traffic signs and City right-of-ways including parkways, medians, streets and sidewalks.
  2. Pick up shopping carts and return them to their rightful owner. In cases where the shopping cart owner cannot be not identified, shopping cart will be taken to City Corporation yard. This work will be considered additional work outside of the General Maintenance listed in these special provisions/specifications. It is expected this work will be assigned to an additional crew to specifically do this required task.

Arterial streets are identified as: Las Posas Road, Ponderosa Drive, Carmen Drive, Arneill Road, Daily Drive, Earl Joseph Drive, Paseo Camarillo, Lantana Street, Rosewood Ave, Mobil Ave, Temple Ave, Flynn Road, Ventura Blvd, Lewis Road, Adolfo Road, Mission Oaks Blvd, Upland Road, Woodcreek Road, Oak Canyon Road, Santa Rosa Road, and Pleasant Valley Road.

**12. Dizdar Park**

Dizdar Park shall have the sand around the play equipment cleaned and raked once per week. The sand will also be rototilled a minimum of twice a year to keep sand loose and friable. The sand will need to be replenished as necessary to keep a minimum of 12" worth of sand and to the height of the concrete curb that surrounds the sand area. The picnic tables, BBQ grills and the drinking fountain shall be washed and cleaned five (5) times per week. Doggie bag dispenser shall be maintained as outlined in these specifications/special provisions.

**13. Camarillo Ranch House**

The Camarillo Ranch House shall be serviced a minimum of three (3) times a week: Wednesday, Thursday and Friday or at the direction of the Landscape Inspector. General maintenance of planter beds, fruit trees, succulent beds, mowing, blowing of parking lot and walkways, wiping down and/or cleaning benches, picnic tables and Ranch House features shall be serviced on Wednesday no earlier than 12:00 p.m. (noon) or at the direction of the Landscape Inspector. Routine irrigation checks will be done on Thursdays and as necessary for post-special event irrigation and landscape damage inspections or at the direction of the Landscape Inspector. Friday service shall consist of trash and debris removal, blowing the parking lots and walkways, wiping down and cleaning park benches and picnic tables. These tasks shall be performed no later than 9:00 a.m. Contractor shall account for two (2) hours per week on Thursday for hand watering pots, planter beds and areas as directed by the Landscape Inspector.

**14. Trash Receptacle Service**

- (a) All trash receptacles and ash urns noted on landscape maps, including slope areas and bike trails, shall be emptied a minimum of three (3) times per week: one service each on Monday, Wednesday, and Friday. Some areas may require additional services. Extra services will be provided at no additional cost. Receptacles and ash urns at the **Metrolink Station, Camarillo Ranch House, Dizdar Park, Old Town, City Hall, Paseo Camarillo Bus Stop, and Constitution Park** will be serviced daily in the early mornings, Monday through Friday, no later than 7:00 a.m. Trash liners for receptacles will be at Contractor's expense.
- (b) Contractor shall clean up any overflow trash which may have collected around trash receptacles.
- (c) Receptacles shall be washed a minimum of once per month and lids shall be cleaned weekly.
- (d) Contractor is responsible for any repairs necessary to properly secure the lids to the bases of the trash cans.
- (e) Any vandalism to the receptacles should be reported immediately to the Director.

**15. Pet Waste Disposal Dispensers**

Contractor shall refill dispensers at locations noted on landscape maps as required to maintain a continuous stock and supply of waste disposal bags. Waste disposal bags will be supplied by Contractor.

**16. Median and Parkway Maintenance for Shrubs, Roses, Vines, Ground Cover Care, Plant Replacement, and Mulching**

**Fertilization:** Contractor shall provide the Landscape Inspector with a fertilization schedule prior to start of contract. Shrubs, trees, vines and ground covers shall be fertilized four (4) times per year in February, May, August and November. Fertilization shall start on the first Monday of the month and finish by the first Friday of the month.

**Granular:** Apply a balanced fertilizer (Apex 21-7-6 Super Iron Top Dress) or equivalent at manufactures suggested rate.

**Water-Soluble:** Apply with use of Fertilizer Injectors or Foliar Application. Apply a balanced fertilizer (Grow More 20-20-20) or equivalent at manufacturer's suggested rate. Quantity verifications for the applications shall be delivered to the Street/Landscape Division within one week following application. No foliar application during windy conditions.

**Additional Micro Nutrients Application Per Zone:** Along with a balanced fertilizer application (4 times per year), Contractor shall allow for 35 pounds of Sequester 13.2% Iron Chelete and 35 pounds Sequester 5.5% Magnesium Chelete (per Areas 1, 2, 3, 4 and 5), to be applied at manufacturer's suggested rate, in areas as directed by the Landscape Inspector.

**Shrubs**

Median shrubs and mounding shall not exceed eighteen (18") inches in height within areas required for vehicular sight distance and median signage sight distance depending upon roadway topography. The Director may require additional clearance of some shrubbery or ground cover at some intersections and/or medians if needed for sight visibility.

Median height of shrubs shall be maintained as specified by the Landscape Inspector (typically 2 to 3 feet). Slope heights of shrubs shall be maintained (typicaly 3 to 4 feet). Trimming and edging shall be done as necessary per the Landscape Inspector but no less than a minimum of **four (4) times per year**, e.g., Acacia, Myoporum, Plumbagos, Bougainvillea, Escallonia, Pittosporum, Cape Honeysuckle.

In addition to trimming frequencies described in these specifications/scope of work, bougainvillea and roses will be trimmed as necessary to keep them from growing into sidewalks, pathways or streets.



Spent flowers, flower stocks and leaves shall be removed no later than one (1) week following bloom decline, e.g., Hemercolis, roses.

Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.

Renovate shrubs according to prescribed practices in the industry as needed to maintain a healthy vigorous appearance and growth rate.

Contractor shall include in its proposal a unit price for a per-area, pre-determined amount of one-gallon and five-gallon shrubs to be removed and replaced at the discretion of the Landscape Inspector. The unit price is to include minor irrigation modifications.

Do not shear shrubs into mounds, balls or hedges unless specifically directed by the Landscape Inspector.

Shrubs shall be pruned, as required, for safety, removal of broken or diseased branches, general containment, or appearance.

Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use.

### Roses

Roses, including the Rose Garden at Constitution Park, shall be pruned annually during the month of January. This annual pruning shall consist of removal of all dead wood and undesirable growth. This pruning shall be considered major pruning and shall conform to the latest principles of pruning as outlined by the American Rose Society. After major pruning, the roses shall be treated with a dormant oil spray per manufacturer's directions. Roses shall be fertilized every 4-6 weeks throughout the season (March-December) with Grow Power Plus 5-3-1 per manufacturer's directions. Spent blossoms shall be removed *weekly* and all weeds and debris promptly removed from site. Minor trimming shall be conducted continually throughout the growing period for safety and to promote maximum bloom and vigor.

### Vines

Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports. Additional ties will be provided by City. Do not use nails to secure vines on masonry walls. Pruning of vines will be in accordance with good horticultural practices. Vines shall be trimmed to prevent creepage into planter beds, trees, flood control channels, e.g., Ponderosa Drive-Carmen Drive County v-ditch, and to prevent detachment from walls. Height of vines shall be maintained as specified by City (typically within six inches of the height of the object upon which they are growing). Vines or bougainvillea that grow onto structures (e.g., the trellis on Ventura Blvd or at the Rose Garden in Constitution Park) shall be maintained in a clean and neat appearance and in a manner that promotes the health of the vine and safety to the public.

### Ground Cover Care

Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground cover to grow up to trees or into tree well, shrubs or on structures or walls. Keep trimmed back approximately 12 inches from property lines, structures and walls.

All ground cover shall be edged as needed to prevent overgrowth on curb or sidewalk line. Medians and parkways ground cover height shall be maintained one (1) to two (2) feet. Trimming and edging shall be done as necessary per the Landscape Inspector but no less than a minimum of **four (4) times per year**, e.g., lantanas, myoporum, cotoneaster.

Cultivate and/or spray approved herbicide to remove broad-leafed and grass weeds as required. Weeds shall be controlled and not allowed to reach an objectionable height, generally six (6) inches. . The Landscape Inspector shall be responsible for determining objectionable height. Remove weeds by chemical or mechanical means as approved by City's Landscape Inspector. Contractor to confirm with all regulations necessary when applying herbicides during the course of this contract.

Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance.

### Plant Replacement

All shrubs, ground covers, roses and vines that die from neglect by Contractor will be replaced at Contractor's expense. This replacement will be done within seven (7) days after being notified by the Landscape Inspector to do so.

### Mulching

Maintain 3 inches of City-approved mulch material (Agromin ES2) or equal on all areas not covered by foliage (tree wells, parkways, medians). Replenish mulched areas a minimum of once a year between February 1 and March 30. Quantity verification for mulch shall be delivered to the Streets/Landscape Division within one week following application. This work will be considered additional work outside of General Maintenance listed in these specifications. It is expected this work will be assigned to an additional crew to specifically do this required task.

Do not allow mulch to accumulate in trees wells or shrub well so as to be detrimental to the health of the trees/shrubs (e.g., crown/trunk rot).

## **17. Tree Care**

City will be responsible for major tree maintenance. Contractor shall be responsible for minor pruning and trimming of trees which will include: tree well maintenance, correctional trimming and disposal of any dislodged broken branches up to five inches (5") in diameter, sucker growth located in or on the tree, and any branches hanging ten (10) feet or lower over sidewalks, pedestrian access areas or roadway. All tree wells will be kept clear of ground cover and mulch. Trees shall be pruned in accordance with the

latest I.S.A. recommendations. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. Contractor shall follow the attached tree staking and guying detail (see attached **Appendix A**). Additional tree stakes, ties and guys will be supplied by the City. Ties will be adjusted to prevent girdling. Contractor shall remove unneeded stakes, ties, and guys per City specification. Contractor shall replace broken stakes, as required. Trees which become girdled due to improper tree tie loosening or removal shall be replaced at Contractor's expense. Fertilizer shall be applied as indicated in Item 7, Median and Parkway Maintenance for Shrubs, Roses, Vines, Ground Cover Care, Plant Replacement, and Mulching, and in Item 12, Slope Maintenance; Wilderness/Natural Habitat Areas (bi-weekly), identified in these specifications.

**18. Weed Control**

All weeds will be removed by either cultivation, chemical eradication, mechanically or by hand. Weeds are to be removed from all turf, shrub, tree wells, vine pockets, sidewalks, curbs, gutters, streets, bike trails, landscaped and paved medians, walkways, DG trails, open spaces, and ground cover areas within seven (7) days of becoming visible.

Contractor shall apply an application of Pre-Emergent in all landscape areas at the recommended rate in October and March. The Landscape Inspector must receive a schedule of application prior to work beginning.

**19. Annual Plant Allotment**

Contractor shall be responsible to plant one-gallon and five-gallon shrubs randomly. Shrub replacements shall include removals and minor irrigation modifications as necessary or as determined by the Landscape Inspector.

Yearly Totals - Areas 1, 2 and 3

600 ..... 1-gallon size

500 ..... 5-gallon size

Annual Color ..... change out locations and quantities as noted on the maps

Yearly Totals Area 4

600.....1-gallon size

500.....5-gallon size

Yearly Totals Area 5

200.....1-gallon size

**From January 1, 2020 through June 30, 2020 (6 months) only half the Annual Plant Allotments listed above will be required. For the remainder of the Contract Term, the full Annual Plant Allotments will be required thereafter.**

**20. Pest Control**

Contractor shall control all pests, including, but not limited to, gophers, moles, ground squirrels, fungus and disease, snails and insects. Any damage to plants, shrubs, trees, electrical lines, irrigation lines or other related materials caused by pests will be the sole responsibility of Contractor. The use of anti-coagulant rodenticides is prohibited unless authorized by the Director.

- **Slope Maintenance; Wilderness/Natural Habitat Areas (bi-weekly)**

- (a) Fertilization of Slope Areas.

All slope areas shall be fertilized four (4) times per year in February, May, August and November. Fertilization shall start on the first Monday of the month and finish by the first Friday of the month. Contractor shall provide the Landscape Inspector with a fertilization schedule prior to start of contract.

Granular: Apply a balanced fertilizer with the rate of each application to be one (1) pound of actual Nitrogen per 1,000 square feet using a 16-16-16 formula with trace elements.

Water-Soluble: Apply with use of fertilizer injectors or foliar application. Apply a balanced fertilizer (Grow More 20-20-20) or equivalent at manufacturer's suggested rate.

Invoices for the applications shall be delivered to the Street/Landscape Division within one (1) week following application.

- (b) Control pests, including gophers, moles, ground squirrels, snails and insects, as needed, to provide a healthy environment for plants and public. The use of anti-coagulant rodenticides is prohibited unless authorized by the Director. Contractor, at its sole expense, shall replace shrubs, ground covers and trees that are destroyed by pests.
- (c) Maintain slopes weed-free. A weed is defined as an undesirable plant, as determined by Landscape Inspector.
- (d) A weekly operational test of the entire irrigation system shall be done a minimum of once a week and controller log shall be signed and dated indicating system test was performed. Test reports must be in a format approved by the City. Repair orders or emergency work is to be done immediately.
- (e) Trim and edge to maintain sidewalks, curbs, right-of-ways and v-ditches free of plant growth. Fallen tree branches shall be removed from site.
- (f) Drainage channels, v-ditches and debris basins in all areas and slopes: These areas shall be kept clean and weed-free at all times. Special cleaning shall be performed prior to a predicted rainstorm; e.g., Colony Drive (slope 5) slope and Ladera (slope 7) slope.
- (g) The following slope areas shall have debris raked and removed a minimum of twice a year; e.g., Colony Drive slope (slope 5), Laurel Park Drive, Mulberry Ridge Drive slope (slope 8), Oak Canyon Road slope (slope 10).
- (h) Height of shrubs shall be maintained three (3) to four (4) feet. Trimming and edging shall be done a minimum of **three (3) times per year**; e.g., Acacia,

Myoporum, Plumbagos, Bougainvillea, Escallonia, Pittosporum, Cape Honeysuckle.

Contractor shall include in its proposal a unit price for a per-area, pre-determined amount of one-gallon and five-gallon shrubs to be removed and replaced at the discretion of the Landscape Inspector. The unit price is to include minor irrigation modifications.

- (i) Weeds are to be removed from all open space within 7 days of becoming visible.
- (j) All other areas of maintenance on slopes shall be per the requirements of the applicable sections of these specifications.
- (k) Wilderness/Natural Habitat Areas: These areas shall be maintained on a bi-monthly basis per the requirements of the applicable sections of these specifications.

## **21. Use of Chemicals (Pesticides)**

Contractor shall perform and/or provide the following services:

- (a) Chemical Application: All work involving the use of chemicals will be accomplished by a properly trained person or persons. Pesticide training is to be conducted by a qualified applicator to all employees who will be handling pesticides or will be in close proximity of any application. A training log is to be kept by each Contractor of its training and its participants. Safety Data Sheets (SDS) will be kept on all vehicles or on the person who is applying pesticides. All safety measures will be taken to ensure the safety of the public and the employees from any hazard.
- (b) Permits: Any chemicals requiring a special permit for use must be registered by Contractor, at Contractor's expense, with the County Agricultural Commissioner's Office. A copy of the permit must be provided to the Landscape Inspector prior to use.
- (c) Compliance with Regulations: All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California will be adhered to. See Municipal Stormwater NPDES Permit Requirements.
- (d) Log: Contractor shall provide City with a monthly log indicating the date, time, location, quantity and type of material applied. This log shall include, but not be limited to: fertilizers, pesticides, herbicides, seeds, amendments, mulches and growth regulators. Contractor shall notify City 24 hours prior to any such application.
- (e) Contractor shall insure compliance with all current regulations regarding the use of pesticides and chemicals as they become adopted by local, state and/or federal authorities.
- (f) City reserves the right to ban any chemical or pest control product from use at the project premises if it so deems necessary to protect the health and safety of the public.

**22. Maintenance and Repair of Walkways and Miscellaneous Improvements**

- (a) Walkways: Broken or damaged walkways will be the responsibility of City, except those walkways that have been damaged by Contractor, which shall be repaired at Contractor's expense. All walkways, hardscape raised stamped medians, gutters, parking stalls, v-ditches and sidewalks within the project area and adjacent to F-Canyon and Wilderness areas shall be cleaned when work is done a minimum of once a week. Mechanical blower devices shall not be used in the vicinity of parked vehicles or pedestrians.
- (b) Ornamental Iron Gates and Fences: All ornamental iron gates and fences will be repaired by City except those damaged by Contractor which shall be repaired at Contractor's expense
- (c) Decomposed Granite (D/G) paths/medians and areas shall be replenished as necessary, weed free and free of ruts and/or hazards.
- (d) Drainage Channels, V-Ditches, and Debris Basins: These areas shall be kept clean and weed free at all times.

**23. Maintenance Inspections**

Contractor shall, at the discretion of the Landscape Inspector, perform a maintenance inspection during daylight hours of all facilities. Such inspection shall be both visual and operational. The operational inspection shall include operation of all sprinkler systems to check for proper operational condition and reliability. Any corrective work required as a result of an inspection, including minor irrigation repairs, shall be accomplished to the satisfaction of the Landscape Inspector within 24 hours.

**24. Personnel**

**Contractor shall employ and utilize trained and qualified employees on a daily basis for the purpose of completing all work specified herein in a professional, safe, timely, accurate and physically responsible manner:**

- (a) Supervisor shall have the authority to make decisions as the work progresses. Supervisors, Foremen, Crew-leaders, Irrigation Technicians, and Applicators must have the ability to send pictures of current field conditions to the Landscape Inspector upon request. Using smart phones for this task is acceptable. The Supervisors shall be capable of communicating effectively both in written and spoken English. Contractor's Field Supervisor shall meet with the Landscape Inspector at least once each week at the City's Corporation Yard, and as necessary, available to meet the Landscape Inspector upon request.
- (b) Irrigation personnel may be required to pass a test given by the Landscape Inspector to prove his/her competency in this field. Failure to pass such test shall preclude this individual from working on City irrigation systems.
- (c) Uniforms: All of Contractor's personnel shall be neat and clean at all times. Contractor shall provide, at its own expense, uniforms and name for all field personnel, which shall be worn at all times during performance of work.

- (d) All personnel shall wear clothing appropriate to the work, including, but not limited to, boots, long pants, uniform shirt, hardhat, safety vest and protective goggles and hearing protection. All personnel applying chemicals will wear clothing as required by the label of the chemical.
- (e) Contractor will contact the Landscape Inspector daily (before 7:30 a.m.) to communicate the staff that will be assigned to the City that day and the "Area" where that staff will be located.
- (f) The work within this contract is expected to be performed Mondays through Fridays from 7:00 a.m. to 4:00 p.m. Saturday work must be approved in advance. Only emergency work will be approved on Sunday.
- (g) Contractor shall train its employees on applicable Stormwater management requirements.

**25. Vehicles**

Contractor's vehicles shall be in good working order and shall be equipped with all necessary safety devices (including arrow boards) to meet City traffic standards. The vehicles shall be clean and well maintained, with Contractor's name style clearly marked on them.

**26. Compensation**

- (a) Monthly Payment: Contractor shall present a monthly invoice on or before the 20th day of each month for all work performed during the preceding month as the total compensation for all services to be rendered by Contractor under the terms and conditions of this service. Additional compensation will be paid for extra work only if such work is or has been approved, in writing, by the Director or his/her authorized representative. Said payment shall be made on or before the 30th day of each succeeding month provided all required certifications for work performed during the preceding month have been submitted as requested by the Director in accordance with the provision of these specifications and the service.
- (b) Additional compensation will be paid for extra work only if such work is or has been approved in writing by the Director or his/her authorized representative.
- (c) All extra work due to unexpected circumstances, e.g., additional service areas, extreme weather event material loss, unexpected renovations, vandalism and/or accidents shall be requested in writing (Proposals or Quotes) and authorized by the Director before the work begins. Extra work performed will be done at the listed unit prices for shrub replacements and labor rates.
- (d) Contractor shall adhere to all conditions and schedules within these specifications. Failure to comply with the conditions, schedules or work in any of the phases above will be cause for City to delay payment or not authorize payment for that week for the area involved.
- (e) Newly-developed landscape areas may be added to this service at City's option during the period that the service is in force. In the event additions are completed, a monthly rate will be negotiated for all areas added. Said rate shall be compatible with initial rates for similar work. Deletions to the scope of work

will be negotiated in the same manner. In either instance, City will amend the Contract for the "Additional Work." Contractor will acknowledge the Contract Amendment and return a signed copy with its signature accepting the Amendment.

**27. Reimbursement from Third Party**

City will assume the responsibility of obtaining reimbursement from any third party, if third party is identified, for costs arising from damage to irrigation systems, plants and shrubs, if the damage is brought to City's attention first by Contractor.

**28. Drainage Facilities**

Contractor shall be responsible for continual inspection and cleaning out all surface drains (e.g., Colony Drive slope, slope 5 and Ladera slope, slope 7) located within all slopes and landscaped areas. Surface drains shall be checked and maintained free of obstruction and debris at all times to assure proper drainage. Contractor shall remove and dispose of any debris or vegetation that might accumulate preventing proper flow of water.

**29. Inclement Weather**

During periods of inclement weather, Contractor shall maintain its work force on the job site (unless it has previous approval from the Director ) for the purpose of sandbagging, keeping drains clear, removing wind debris from the City right of way and/or any emergency tasks required to prevent damage to the contracted sites or City property. If Contractor's crews cannot complete normal scheduled maintenance, Contractor shall deduct from the monthly billing all regularly scheduled maintenance items for all days that landscape maintenance services are not performed. Contractor shall not be compensated for inclement weather days not worked. Crews shall resume normally scheduled work as soon as the weather permits. The same level of service will continue after the weather clears and the areas will look the same as they did prior to the inclement weather. Failure to show good progress on the work shall result in deduction of payments. Contractor shall re-stake and re-tie trees as required and/or directed. Contractor shall remove all branches and debris resulting from inclement weather.

**30. Scheduled Work**

If normally scheduled work is not completed, payment for that portion of the work not completed will be deducted from Contractor's monthly billing. Contractor shall adjust its work schedule to compensate for all holidays and inclement weather.

**31. Municipal Stormwater Permit Requirements (per third term permit)**

The Los Angeles Regional Water Quality Control Board (Regional Board) has issued a Permit that governs stormwater and non-stormwater discharges resulting from areas owned and operated by the City of Camarillo. The Regional Board Permit is **Ventura County Municipal Stormwater National Pollutant Discharge Elimination System**



**(NPDES) Permit No. CAS004002.** A copy of the Permit is available for review at [http://www.waterboards.ca.gov/losangeles/water\\_issues/programs/stormwater/municipal/index.shtml](http://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/index.shtml)

In order to comply with the Permit requirements, Best Management Practices (BMPs) have been developed that parties conducting the municipal activities must adhere to. These BMPs apply to any party conducting municipal activities and contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality.

Work performed under this Specification shall conform to the Permit requirements and BMPs and must be performed as described within all applicable BMPs. The Contractor shall fully understand the BMPs applicable to activities that are being conducted under this Specification prior to conducting them and maintain copies of the BMPs throughout the Contract duration. The applicable BMPs are included in **Appendix C** of this specification.

Evaluation of activities subject to BMPs performed under this specification will be conducted to verify compliance with BMP requirements and may be required through Contractor self-evaluation as determined by the City. For further information on the City's Stormwater Permit, contact the Stormwater Program Manager at 805-388-5391.

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**EXHIBIT B****KEY PERSONNEL & COMPENSATION**

1. Contractor's designated representative who is authorized to act on its behalf and to make all decisions in connection with the performance of the Work under this Contract is Gary Horton, President.

2. Total compensation under this Contract is \$6,336,708 with CPI adjustments for Fiscal Years 2021/22 and 2022/23.

Annual Cost Area 1	\$364,100.00
Annual Cost Area 2	\$349,076.00
Annual Cost Area 3	\$371,084.00
Annual Cost Area 4	\$591,236.00
Annual Cost Area 5	\$134,992.00
Total Annual Cost All 5 Areas	\$1,810,488.00
Total Contract Cost (X 3.5 Years)	\$6,336,708.00

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**EXHIBIT C****INSURANCE**

1. **General Requirements.** Contractor must procure and maintain in full force and effect during the term of this Contract the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$1,000,000
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements

2. **Commercial General Liability Insurance.** This policy must meet or exceed the requirements of Insurance Services Office (ISO) CGL Form No. CG 00 01. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an "occurrence" not a "claims-made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. Limits may be no less than \$1,000,000 per occurrence for all covered losses, and no less than \$2,000,000 general aggregate.

Liability policies must be endorsed to name **City, its officials, employees and agents** as "**additional insureds**" under the insurance coverage.

The policy must state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be deemed "excess" to that of Contractor. This endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent form as determined by City.

Coverage must be applicable to City for injury to employees of Contractor, subcontractors, agents or others performing any part of the Work required under this Contract. Each policy must be endorsed to provide a separate limit applicable to this Project.

The Commercial General Liability policy must not contain any endorsements limiting coverage beyond the basic policy coverage for any of the following:

1. Explosion, collapse or underground hazard (XCU);
2. Products and completed operation;
3. Pollution liability; or
4. Contractual liability.

3. **Business Auto Coverage.** This policy must be on ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) and Endorsement CA 0025, or equivalent forms approved in writing by City. Limits must not be less than \$1,000,000 per accident, combined single limit, or if Contractor neither leases nor owns vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described

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- above. If Contractor or Contractor's employees will use personal autos in any way on this Project, Contractor must provide evidence of personal auto liability coverage for each such person.
4. **Workers Compensation.** Contractor must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than \$1,000,000 per accident for all covered losses, or Contractor must provide evidence of an approved self-insurance program.
  5. **Other Insurance; Revisions to Insurance.** Contractor may be required to obtain such other insurance coverage as may be required by applicable law or by City. City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Contractor 60 days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.
  6. **Acceptable Insurers.** All required insurance policies must be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
  7. **Excess or Umbrella Liability Insurance (Over Primary).** If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to City for injury to employees of Contractor, its subcontractors or others performing work to satisfy Contractor's obligations under this Contract. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review, but in no event may be less than \$2,000,000 per occurrence and aggregate.
  8. **Certificates of Insurance and Endorsements.** Prior to commencing any Work under this Contract, Contractor must file with the City Certificates of Insurance and Endorsements evidencing the existence of all insurance required by this Contract, along with such other evidence of insurance or copies of policies as may reasonably be required by City. Such Certificates of Insurance and Endorsements must be in a form approved by City's Attorney. Contractor must maintain current certificates and endorsements on file with City during the term of this Contract reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days' prior written notice to City.
  9. **Failure to Maintain Required Insurance.** If Contractor, for any reason, fails to have in place at all times during the term of this Contract all of the required insurance coverage, City may, in addition to any other available remedies, (a) obtain such coverage at

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Contractor's expense and deduct the cost from the sums due Contractor, (b) make a claim against the Contractor's surety, or (c) terminate the Contract.

10. **Effect of Coverage.** The existence of the required insurance coverage under this Contract will not be deemed to satisfy or limit Contractor's indemnity obligations under this Contract.
11. **Higher Limits of Insurance.** If Contractor maintains higher limits of insurance than the required amounts shown in Section 1 above, then such amounts will be the minimum required under this Agreement.

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**VERIFICATION OF CALIFORNIA  
CONTRACTOR'S LICENSE**

I certify, under penalty of perjury, that I have a valid California Contractor's license issued pursuant to Business and Professions Code section 7000 and following, and was so licensed at the time that the bid was awarded:

California Contractor's License:

<u>450067</u>	<u>C27, A</u>	<u>12/31/21</u>
License Number	Class	Expiration Date

<u>01/07/2020</u>	<u>Landscape Development, Inc. dba</u> CONTRACTOR (PRINT OR TYPE) <u>Enhanced Landscape Management.</u>
Date	Signature 

(Public Contract Code § 6100)

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**CERTIFICATE REGARDING  
WORKERS' COMPENSATION**

I am 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 I will comply with such provisions before commencing the performance of the work of this contract.

Gary Horton

Name (print or type)

01/07/2020

Date



Signature

(5-2016)

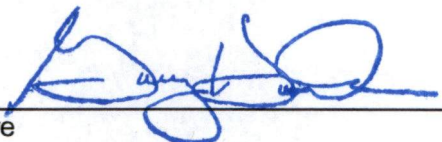
**CERTIFICATE REGARDING DEPARTMENT OF INDUSTRIAL  
RELATIONS CONTRACTOR REGISTRATION**

I certify, under penalty of perjury, that Contractor is registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor's Department of Industrial Relations registration number is  
1000024024.

Gary Horton CEO  
Name & Title (print or type)

01/07/2020  
Date

  
Signature

(Labor Code section 1725.5)