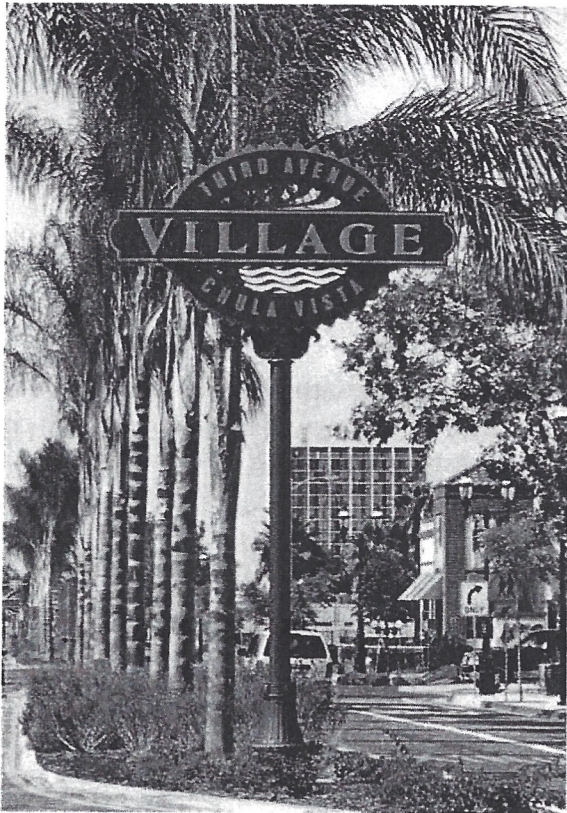


Cal Trends Landscape



**The Village
of Chula Vista**

February 23

2023

Landscape Maintenance Proposal

Dear Michelle and Elijah,

I am pleased to provide you, and The Village of Chula Vista, with a **Cal Trends** Landscape Maintenance Proposal. It was a pleasure meeting with you, and I thank you for taking the time to explain your property's needs and expectations for the future.

Our management team has over thirty years experience as a landscape contractor in commercial landscaping here in San Diego. Past clients include the San Diego Padres, San Diego Chargers, Bank of America, and Qualcomm Inc. to name a few. With that experience comes a wealth of knowledge and expertise to serve all of your landscape needs.

Here are a few items that may be important to you:

- Water Conservation & Irrigation Management
- Quick Response and action to your landscape concerns
- Vendor Commitments, Accountability & Communication
- Landscape Management Specifications

I would appreciate the opportunity to discuss this proposal with you, especially if we need to further refine our approach. If you have any questions or would like to meet with the management team, please let us know at your earliest convenience.

Sincerely,

John La Botz

John La Botz
General Manager
Cal Trends Landscape
619-651-5179

Landscape Management Specifications

Cal Trends Landscape will provide all tools, equipment, and materials necessary to perform the specified work for the Owner or designated Owner's Representative (hereinafter referred to as 'Owner').

I. Turf Management

a. Lawn Mowing

- i. For all turf areas, **Cal Trends Landscape** will inspect and police the grounds for litter and debris prior to each mowing and dispose.
- ii. Turf will be mowed one time per visit during active growing periods, and as often as required during slow periods of growth to maintain a neat and manicured appearance, weather permitting.
- iii. Mowing height for all irrigated lawn areas will be no less than 1½" and no more than 2½" for a finished cut height unless otherwise requested. Turf will be cut at a uniform height. Mowing equipment is to be kept sufficiently sharp and properly adjusted through daily servicing to provide a cleanly cut grass blade. Grass blade bruising, tearing, and shredding are to be prevented. Mowing pattern will be varied where possible to reduce rutting and compaction of grade. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns.

b. Edging & String Trimming

- i. All sidewalks curb lines, concrete slabs, tree circles, and bed edges will be edged as often as necessary to maintain a neat and manicured appearance. String trimming will be performed around all trees, shrubs road signs, guard posts, utility poles, and other obstacles.

c. Cleaning of Walks.

- i. At the conclusion of each visit, walks adjacent to work areas will be blown clean.

Shrub & Bed Maintenance

- a. Landscaped areas will be policed throughout the growing season for weeds, litter, and debris. Particular attention will be paid to entryways, focal points, and high traffic areas.
- b. Planter beds will be groomed to promote an attractive, fresh appearance.
- c. Concrete swales (if applicable) to be kept clear of miscellaneous dirt and debris.

- d. Complete trimming, edging, and weeding of all shrub and ground cover areas will be done on a cyclical basis. Major pruning will be done following flowering or during plant's dormant season.
 - i. Pruning to be performed by Cal Trends Landscape staff that have been trained and demonstrate competency in proper pruning techniques.
 - i. Prune shrubbery and hedges at established "maintenance" height.
 - ii. Prune groundcover as required to "contain" perimeter growth to within bed areas where adjacent to walks, curbs, and structures. Mature groundcover will be maintained at a consistent appearance with a beveled or rolled edge at hard surfaces.
 - iii. Shearing of plants will occur only where previous practice has been to shear, or as directed.
 - iv. Removal of leaves from and debris from lawns, planter beds, and walkways will be completed throughout the year as needed to maintain a clean appearance.

II. Tree Care & Pruning

- a. All trees will be "skirted" as needed to allow for pedestrian vehicle clearance. Remove lower branches of trees when in conflict with growth of plantings beneath. On trees that are over 12' only low hanging branches that are considered a hazard to pedestrians or vehicles will be pruned as part of this agreement.
- b. All trees less than 12' total height will be pruned to remove weak, dead, damaged, and diseased portions of the plant for natural growth development.
 - i. Cuts will be flush and clean, leaving no stubs or tearing of bark. Major pruning will be done following flowering or during plant's dormant season.
 - ii. Pruning to be performed by Cal Trends staff that have been trained and demonstrate competency in proper pruning techniques.
 - iii. Monitor trees that are staked or guyed. Loosen and/or remove supports when appropriate to prevent girdling of the trunk and encourage root development for support.

III. Fertilization

- a. Cal Trends Landscape will provide all labor and materials to fertilize lawn, shrubs and ground cover to maintain proper nutrient levels and provide a consistent, healthy appearance.
- b. Turf, shrub and ground cover areas will be fertilized with specially formulated products including well-balanced, slow-release fertilizers customized seasonally by Cal Trends Landscape. .
- c. Fertilizer product will be selected based on plant type and season.

IV. Environmental Weed And Pest Control Program

- a. All applications of herbicides or pesticides will be performed under the direction of a California Licensed & Certified Pest Control Specialist. All safety precautions will be taken in the handling and application of chemicals as stated on manufacturer's labels.
- b. Broadleaf turf weeds will be treated as needed in the spring and fall with applicable materials.
- c. Weeds in shrub, planter beds, ground cover areas, tree circles, and sidewalk cracks adjacent to landscaped areas will be controlled by a manual weeding program or by the use of selective herbicides, including pre-emergent herbicides.
- d. Planting areas will be monitored for insect and disease infestations. Moles, field mice, ground squirrels, gophers, and other rodent activity will be monitored. Notification of problems and recommendations for timely appropriate, control measures will be made.
- e. Material Safety Data Sheets (MSDS) for all chemicals used on site(s) are available from Cal Trends to clients in accordance with EPA and OSHA regulations.
- f. Cal Trends Landscape will at all times be in compliance with requirements for hazardous communications programs. Pest control specialists are trained and supervised in the safe application, storage, and disposal of chemicals in accordance with EPA, OSHA, and DPR regulations.

V. **Irrigation Equipment And Operation**

- a. Schedule all irrigation controllers on project to maximize existing irrigation systems efficiency. Controller programs will be adjusted as determined by weather and plant requirements. Controllers will be shut off during periods of rain. Watering will be scheduled for night or early mornings unless instructed differently by owner or owner's representative.
- b. Clean and adjust the sprinkler system to provide the best coverage possible from your existing system. Turn on each zone, monitor for leaks or malfunctioning parts, and adjust for proper spray arc and maximum system efficiency.
- c. Upon inspection, any accidental damage or vandalism caused by others shall be reported to owner promptly. Repair and/or replacement of any damaged or malfunctioning components beyond Cal Trends control will be submitted as an extra. Damage caused to the irrigation system by Cal Trends shall be repaired immediately and at no charge.

VI. **General Conditions**

- a. Owner is responsible for all costs associated to water.
- b. Cal Trends Landscape will provide uniformed staff supervised by fully trained Supervisors and Area Managers. Cellular phone communications are in use during regular business hours and emergency after-hours communication is available.
- c. Cal Trends Landscape provides all payment of wages, workers' compensation insurance, social security tax, employment compensation tax, employer's liability insurance, and all other requirements of federal, state, and local government.
- d. Cal Trends will carry the following types and amount of insurance, at a minimum:

| | |
|---|----------------|
| Comprehensive General Liability | \$1,000,000.00 |
| Bodily Injury / Property Damage Liability | \$1,000,000.00 |
| Workers' Compensation | \$1,000,000.00 |
- e. Licenses and proof of insurance, listing client as additionally insured, are available on request. C-27 License – 999654
- f. Inspection of site(s) will be made regularly and problems, if found, will be discussed by Cal Trends with the Owner. Written, comprehensive inspection reports will be provided upon request.
- g. Debris generated by landscape activities will be removed from the site unless prior arrangements are made. Organic debris collected by Cal Trends Landscape is recycled and/or composted.

VII. **Work Performed at an Additional Fee**

- a. The parties expressly agree that the following work will be performed by Cal Trends Landscape unless contracted for on a separate basis. Extra work will need prior permission from the Owner. All extra work will be billed at Cal Trends Landscape's standard hourly rate.
- b. Treatment for rodents, snails, diseases or pests on lawns, trees and shrubs, except as specified.
- c. Aeration, scalping or renovation of lawn areas
- d. Correction of pre-existing conditions such as dead or dying plant material requiring remedial work.
- e. Cleaning and/or repairing from acts of vandalism, natural disorders, or acts of God (example: freeze, wind, fire, etc.).
- f. Irrigation repairs.

VIII. **Work Expectations Within 30 And 60 Days From Job Start**

- a. **Within 30 Days of Start:**
 - i. All safety issues are resolved.
 - ii. First walk-through with punch list occurs and future walk-throughs are scheduled
 - iii. Irrigation evaluation begins
 - iv. Other considerations specific to the property are discussed
- b. **Within 60 Days of Start:**
 - i. Irrigation recommendations are communicated
 - ii. Property is fertilized as needed, once irrigation is complete

Landscape Management Agreement

THIS AGREEMENT is entered into _____, by and between **Cal Trends Landscape**, C/O John La Botz, hereafter referred to as the "Contractor", and Chula Vista Village Association hereafter referred to as the Owner or designated Owner's Representative, hereinafter referred to as "Owner".

The parties wish to enter into an agreement to define the terms and conditions under which Contractor will provide landscape maintenance services to Owner. The parties hereby agree as follows:

Services. The Contractor agrees to perform the landscape management services in accordance with the "Specifications" attached to and incorporated into this Agreement, for the property of the Owner, (10) Median Islands along 3rd Avenue between H street and E street (includes two islands on F St) as discussed, Chula Vista Village, CA hereinafter referred to as the "Property".

1. **Start Date:** This Agreement shall commence on _____, and shall renew on a month to month basis unless terminated by either party by providing thirty (30) day written notice.

2. **Consideration/Payment.**

In consideration for the Contractor's performance described herein, Owner agrees to pay Contractor the sum of:

Basic Maintenance: Current Scope \$920.00 per month

a. **Payments.** Invoices will be sent on or about the 1st day of each service month for current month's services and payments shall be due in 30 days.

3. **Additional Services.** Services performed and/or materials delivered, which are not specifically mentioned herein, or changes in the size or physical condition of the Property will be deemed 'additional services'. Additional services will be billed separately and all payments are due upon receipt. The performance of, and the payment for additional services are subject to all the terms and conditions of this Agreement.

4. **Materials, Supplies, and Equipment.** Contractor will furnish all materials, labor, supplies, and equipment necessary to perform the services specified.

5. **Law.** This Agreement shall be governed by the laws of the State of California with venue in the same county where Contractor's service location is based.
6. **Minor Repairs.** Contractor is authorized to perform up to _____ worth of repairs not covered by this Agreement without prior approval of Owner.
7. **Attorney's Fees.** In the event of suit or action commenced to enforce the terms of the Agreement, the prevailing party shall be entitled to reimbursement of its reasonable expenses, attorney's fees and costs, including appeals.
8. **Liability.** Contractor is an independent contractor and the Owner assumes no liability for injury to the Contractor or the Contractor's agents or employees, unless such injury is caused by the Owner, the Owner's agents, servants, or employees. It is further understood that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the Contractor, its agents, or employees and Contractor shall not be responsible for any damages other than direct damages. This exclusion includes, without limitation, incidental, consequential, special and punitive damages.
9. **Insurance.** Contractor agrees to carry worker's compensation, comprehensive public liability, and automobile insurance in an amount not less than \$1,000,000 in the aggregate.
10. **Notification of Deficient Work.** If Owner believes Contractor is providing deficient work, Owner agrees to notify Contractor of deficiencies, in writing, within 10 days of said occurrence. If written notice is not received by Contractor within 10 days Owner knew or should have known of the deficiencies, Owner is deemed to have waived any and all claims to recover past payments and/or rights to withhold present or future payments due under this Agreement. Upon a notification of deficient work, Contractor agrees to rectify such deficiencies within 14 days to the extent commercially reasonable. If the Contractor corrects the deficiencies in accordance with the schedule, it shall not forfeit any amounts due under this Agreement.
11. **Termination.** It is agreed that either party may terminate this Agreement in the event of breach of this Agreement by giving thirty (30) days written notice of breach. It is further agreed that Contractor may immediately cease performance without termination notice if Owner refuses or fails to pay Contractor according to the terms of this Agreement.
12. **Assignment.** Neither party may assign this Agreement without the other's written consent and then only after thirty (30) days prior written notice. Should Owner assign this Agreement to a new Owner or entity, Contractor may require (i) approval of the credit worthiness of the new Owner and (ii) written assumption by the new Owner of all terms of this Agreement. Contractor may subcontract any portion of this Agreement to a qualified third party.

14. Agreements Concerning Employees of a Party.

- b. Agreements. During the term of this Agreement and for a period of one year thereafter neither party will call upon any employee of the other party or persons who were employees of the other within the then previous twelve months, to employ, hire or otherwise interfere with the employment relationships of such employees, without the prior written approval of the other party; nor will either party directly or indirectly, for itself or on behalf of or in connection with, any other persons, firm, partnership, corporation, association or facility, solicit, hire, employ or take away any such employee from the other party. The parties agree that this provision is for the protection of their respective legitimate business interests and is not intended to restrict the employment rights of individuals.
- c. Remedies for Breach. If either party breaches the above covenant, the offended party shall have the right, in addition to any other rights set forth herein, to apply to a court of competent jurisdiction for an injunction to restrain the offending party from employing such employee and for an order to enforce the terms of this section so breached, and the offending party shall be liable to the offended party for all reasonable attorneys' fees, costs and expenses incurred by it to enforce the covenant.

15. Complete Agreement. This Agreement constitutes the entire Agreement of the parties. Both parties have read this Agreement and fully understand its contents.

Cal Trends Landscape

Chula Vista Village Association

By: _____

By: _____

Name: John La Botz

Name: _____

Title: General Manager

Title: _____

Date: February 23, 2023

Date: _____
