



The Professional Choice for Achieving the Perfect Balance:
Landscape Services, Water Resources and Customer Care

May 25, 2022

William S. Hart Union High School District
21380 Centre Pointe Parkway
Santa Clarita, CA 91350

COMMERCIAL LANDSCAPE MAINTENANCE CONTRACT

Specialized Landscape Management Services, Inc. agrees to furnish labor, supervision, tools and equipment necessary to maintain all plants and turf that make up the landscaping of:

Canyon High School
19300 Nadal St. Pkwy
Canyon Country

La Mesa junior High School
26623 May Way
Santa Clarita

Golden Valley High School
27051 Robert C Lee
Santa Clarita, CA

Throughout the balance of this Agreement, **Carley Manley**, shall be referred to as Management and/or Owner.

Close Communication shall be kept with the Management and/or Owner to insure their awareness of the maintenance program at all times. Upon request a monthly inspection of the grounds covered by this Agreement shall be made by SLM Services and Owner representatives.

SLM Services shall maintain the landscape areas weekly, in accordance with the following maintenance specifications.

MONTHLY LANDSCAPE MAINTENANCE-Canyon High School..... \$510.00

MONTHLY LANDSCAPE MAINTENANCE-La Mesa junior High School..... \$1,940.00

MONTHLY LANDSCAPE MAINTENANCE-Golden Valley High School..... \$1,490.00

Project Description and Scope of Work:

Landscape Slope Maintenance

1. General Maintenance

- A. Contracted staff shall sign in and out each working day at each site.
The sign in sheet will be located in the Administration Building at each site.
- B. Site to be attended by full time, uniformed staff.
- C. Complete maintenance to be done on all landscaped slope areas on a continuous basis.
- D. Complete irrigation repairs done during routine working hours, additional repairs may be done on a time and material basis with prior District approval. District will provide parts and material for contractor as requested.
- E. Cleaning of all slope areas, drainage channels on a weekly basis, and removal of all trimmings, clippings or other debris caused by maintenance activities to be cleaned up on the same day as created.
- F. All equipment and supplies to be removed from the area daily.
Contractor is responsible for keeping the areas neat, clean and out of sight from street viewing.

2. Tree, Shrub and Ground Cover Maintenance

- A. Trees, shrubs and vines: pruning, thinning and trimming of shrubs and trees, and training of vines shall be accomplished on a regular basis to maintain a neat appearance and promote healthy growth. Work will include removal of suckers, cross branches and dead wood. Existing staking and guying of trees shall be inspected and changed to permit growth, expansion, and to prevent damage from chafing.
- B. Tree pruning and shaping, up to 12 feet, as needed.
- C. Weeding, trimming and edging of all ground cover areas at least 2 times per month. Weeding may be done by hand, if chemical methods are needed, District must be notified 72 hours before application and contractor will be given written approval.
- D. Routine repairs of erosion and other damage to slopes due to normal maintenance conditions.

3. Water and Irrigation

- A. District shall provide all water necessary for irrigation
- B. Automatic irrigation shall be accomplished on a scheduled basis with such frequency and quantity as to promote healthy growth. This shall be accomplished by regular and systematic adjustment of all irrigation controllers in maintained areas. District shall be contacted of any controller failure and will elect to repair or authorize contractor to repair based on written proposal.
- C. Check all systems regularly for leaks, broken risers, etc.
- D. Adjust all heads to provide maximum coverage on slope areas, not on streets, fences, sidewalks, buildings etc.

In addition to your weekly landscape maintenance service, the items listed below are also included in your contract:

- Prompt response and action to service calls and approved work orders
- SLM services guarantees all plant material we supply and install for (90) days as long as we maintain the property and our recommendations are being followed and accepted. Plants damaged by weather and/or vandalism are not covered under the contract
- Extra work proposals for major irrigation and or planting provided in writing for prior approval.

PERSONNEL/SUPERVISION AND SAFETY

- 1.1 Subcontractors:** Subcontractors may be utilized to perform certain specialized functions within this contract and will be directly supervised by SLM.
- 1.2 Supervision:** All included work shall be performed by persons directly employed and supervised by SLM. We shall provide management and technical supervision. SLM supervisors shall make at least 12 landscape inspections per year.
- 1.3 Safety Compliance:** SLM shall comply with all Safety, OSHA requirements, local and federal requirements which are not listed within these specifications.
- 1.4 Safety Protection:** Proper safety protection, safety glasses, ear protection, shall be worn by workers at all times when operating power equipment.
- 1.5 Personnel:** All employees of SLM shall be U.S citizens or properly documented resident aliens and each is subject to professional appearance and performance. Each SLM employee shall wear an identifying uniform.

WORK SPECIFICATIONS:

- 2.1** Contractor shall provide a (2) man maintenance crew for all (3) job sites, days of service TBD.
- 2.2** Contractor shall provide uniformed crews.
- 2.3** Hardscape areas shall be cleaned of gardening debris resulting from SLM's work.
- 2.4** Monthly walk-thrus with manager, board members and/or Management Company
- 2.5** Concrete swales will be cleared of dirt and debris.
- 2.6** Contractor will have an English speaking foreman onsite.
- 2.7** Contractor shall provide crew leaders with Nextel radios.
- 2.8** Contractor shall provide a 24 hour emergency phone number.
- 2.9** Contractor shall maintain adequate workmen compensation and liability insurance
- 2.10** After hour emergency call outs to be billed at **\$ 50.00 per man hour.**

PAYMENT SCHEDULE: Monthly billing dates shall be on the 1st day of each month, due by the end of the current service month. Extra work billing dates shall be the 15th and 30th day of each month. Invoices shall be due and payable within 15 days upon receipt of invoice.

- 3.1** Owner and Specialized Landscape Management Services retain the right to terminate this Agreement upon 30 days written notice by **Certified Mail** after one year of service. In the event that any party to this Agreement institutes any action at law or equity to enforce any terms or conditions of this Agreement or to recover damages from the other party, then in such event, the prevailing party of such action shall be entitled to recover the full amount of costs, expenses and attorney fees paid or incurred in good faith. The court shall not be bound by any court fee schedule.

Holidays/ Rain, Snow, or Natural Disasters

- 4.1** **Holidays:** SLM observes: Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Day and the day after, New Year's Day and the day after. Holidays occurring on Saturdays will be observed on the Friday prior, and the Holidays occurring on Sundays will be observed on the following Monday.
- 4.2** **Rain, Snow, or Natural Disasters:** Any of the following occurring on three (3) or more consecutive service days, SLM will work an alternate day.

- 5.0** Owner and Contractor recognize that slope erosion, landslides, subsidence and flooding can occur as a result of subsurface conditions, improper soil compaction, irrigation valve and line failures, and other causes entirely beyond the control of the Contractor. Accordingly, in the event any party should suffer loss or damage as a result of soil erosion, landslide, subsidence or flooding, Owner specifically agrees to hold Contractor harmless, defend and indemnify Contractor of any from any and all claims, demands, actions, and causes of actions arising there from, specifically include all costs (including attorney's fees) incurred in the defense of all such claims actions and causes of action, regardless of whether Contractor is actively or passively negligent or at fault. The agreement to hold harmless, defend and indemnify Contractor does not apply with respect to loss or damage arising out of the negligence or willful misconduct of Contractor.
- 6.0** Owner and Contractor recognize that conditions of landscaping, planting, lawns, turf areas and irrigation change as a result of weather, theft, animals, natural events and prior alterations by other persons or anything beyond SLM control. Accordingly, in the event any party should suffer loss or damage as a result of any condition within these Landscape Areas, Owner specifically agrees to hold Contractor harmless, defend and indemnify Contractor from any and all claims, demands, actions and causes of actions arising therefrom, specifically include all costs (including attorney's fees) incurred in the defense of all such claims, actions and causes of action regardless of whether Contractor is actively or passively negligent or at fault. The agreement to hold harmless, defend and indemnify Contractor does not apply with respect to loss or damage arising out of the negligence of willful misconduct of Contractor.
- 7.0** The Owner represents that they have sufficient funds to pay the contract price and for all extra work which may be ordered by the owner or his representatives. The Owner will do everything possible to expedite payment.
- 8.0** Contractor shall have the right to stop work if any payment is not made to the Contractor under this agreement. Contractor may keep the job idle until all payments due have been received. Such action by Contractor shall not in any manner be deemed as a breach of this contract by Contractor.
- 9.0** If either party becomes involved in litigation arising out of this agreement, or the performance thereof, the court shall award reasonable cost, expenses, and attorney fees to the party justly entitled thereto.
- 11.0** In awarding attorney fees, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice, award the full amount of cost, expenses, and attorney fees paid or incurred in good faith.
- 12.0** Contractor shall warrant the work shall be completed properly according to code. During the term of this Agreement Contractor will correct at the Contractors expense, any of Contractor's defective work immediately upon notice.
- 13.0** When the Contractor is paid the Contractor shall be responsible to provide lien releases.
- 14.0** Contractor assumes all and full responsibility for acts, work and any payments to this employees, agents, subcontractors and subcontractors employees and agents.

15.0 This contract takes precedence over any and all proposals, correspondence, or oral agreements made prior to the date hereof.

16.0 Any action brought to enforce the terms of this Agreement shall be brought in Ventura County, California.

All of the above work shall be performed in a professional and workmanlike manner according to standard practice for the sum of:

MONTHLY LANDSCAPE MAINTENANCE-Canyon High School..... \$510.00

MONTHLY LANDSCAPE MAINTENANCE-La Mesa junior High School..... \$1,940.00

MONTHLY LANDSCAPE MAINTENANCE-Golden Valley High School..... \$1,490.00

A. The agreement shall be in effect for a period of one (1) year. The contract will be subject to cancellation by either party for any reason by giving written notice thirty (30) days prior to effective cancellation or by mutual agreement.

5. Areas Covered

- A.** La Mesa: Large slope area downhill from school. This extends from approximately the North face around to the West side. See attached map.
- B.** Canyon High School: The slope area on the downhill South side of the campus. The slope extends from approximately Whites Canyon on the East to North Oaks Park on the West. See attached map.
- C.** Golden Valley High School: Consists of the removal of trash from all slope areas. This area has unimproved "natural" slopes.



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Landscape Services, Water Resources and Customer Care

Specialized Landscape Management Services, Inc. is hereby authorized to perform the above work for which we agree to the terms as stated above.

Owner/ Management

William S. Hart Union High School District
21380 Centre Pointe Parkway
Santa Clarita, CA 91350
Phone-661-259-0033 X 324
Carle Manley

Signature _____

Date _____

Start Date _____

Specialized Landscape Mgmt. Services Inc.

Rene Emeterio
4212 E. Los Angeles Ave # 4211
Simi Valley, CA 93063
Phone 805-520-7590
Fax 805-520-7592
Contractor's License # 891259
Pest Control License # 36665

Signature _____

Date May 25, 2022