

MRCA
July 12, 2007
Attachment
Item V(s)



Conejo Crest

June 29, 2007

16435 Hart Street
Van Nuys, California 91406

Telephone: 818 988 9696
Fax: 818 988 4934

Mr. Tim Miller, Chief of Construction
Mountains Recreation and Conservation Authority
26800 West Mulholland Highway
Calabasas, CA 91302

Re: Landscape Maintenance Proposal
26800 West Mulholland Highway
Calabasas, California

Dear Tim:

Conejo Crest Landscape, Incorporated specializes in providing complete landscape services. Competent personnel and maintaining communication with our clients are a few factors which have contributed to Conejo Crest's success in the marketplace. We have been serving the Los Angeles area since 1967.

Communication

A representative from Conejo Crest will personally contact the property manager or representative of the facility once per month. A job-walk will be scheduled as required to maintain communication and customer satisfaction. A 24 hour emergency number is readily available for our clients seven (7) days per week.

Clientele

A partial list of our clients is as follows:

- * Busch Gardens - Van Nuys, CA (1968-1979); Tampa, Florida (1969-1974) - 130 acres and 65 acres and 65 acres respectively.
- * Jet Propulsion Laboratory - Pasadena, CA (1998-Present) - 104 acres.
- * Los Angeles Arboretum - Arcadia, CA (1996-Present) - 92 acres.

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Conejo Crest proposes to provide a complete landscape maintenance program. The scope of work is as follows:

Irrigation System

- * Automatic irrigation shall be programmed with such frequency and quantity as to promote healthy growth by property owner.
- * Automatic controller shall be properly programmed according to seasonal water requirements by property owner.
- * Irrigation system shall be kept operable, clean and adjusted properly at all times by property owner.
- * Property owner shall install the irrigation parts (nipples, couplers, risers and shrub heads only) at all times.
- * Major irrigation work (broken main and/or lateral lines, cut wires, valves, controller) will be provided at an extra charge. Both labor and parts shall be invoiced as an extra charge.
- * An experienced irrigation specialist shall be assigned to perform all irrigation major irrigation work.

Turfgrass Areas

- * Lawn areas shall be mowed and edged once a week or as required. The grass clippings shall be removed from the sidewalks, driveway and curbs.
- * Turf shall be mowed at correct height according to type of turfgrass and time of year.
- * Lawn sections around tree trunks shall be trimmed level with adjacent turf area.
- * Turfgrass shall be fertilized once per month during the growing season or as deemed necessary. Fertilizer materials shall be invoiced as an extra charge.
- * Scalping, reseeding and core aeration of lawn areas will be provided at an approved extra charge.

Trees

- * All trees on site shall be pruned and shaped to achieve an aesthetic appearance.

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- * Trees shall be trimmed to a height utilizing an extension pole pruner, approximately 10 feet, to prune away from structures, traffic areas and for headroom. Pruning above this height will be performed at an approved extra charge.
- * Trees shall be kept properly staked at all times. Rubber cinch ties or wire enclosed in a rubber hose shall be used to prevent damage to tree trunk. Materials shall be invoiced.

Shrub and Groundcover Areas

- * All shrubs on site shall be pruned and shaped according to type of shrub or according to client demand.
- * Groundcover shall be kept trimmed away from plant materials and walkways.
- * Weed control of all planting beds shall be performed on a regular basis.
- * Shrub and groundcover areas shall be fertilized each season or as deemed necessary. Fertilizer materials shall be invoiced as an extra charge.
- * All planting areas shall be kept free of debris to maintain a neat appearance.
- * Soil shall be cultivated to increase soil fertility and guard against weed germination.

Pest Control

- * Heavy infestations of insects, diseases, weeds and other pests on trees, shrubs, groundcover and lawns shall be controlled. Control of these shall be accomplished as necessary and billed as an extra. Any preexistent conditions that are detrimental to plant growth are not the responsibility of Conejo Crest and correction of this condition shall be at an approved extra charge.
- * Restrictive pesticide materials shall be applied by a Licensed Pest Control Applicator or Operator.
- * Snail population shall be eliminated at all times. Snail bait materials shall be invoiced as an extra charge.

Hardscape Areas

- * All walkways and sidewalks shall be maintained clean and free of debris. Conejo Crest is not responsible for stained areas unless caused by the negligence of Conejo Crest personnel.

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- * Pathways and walkways shall be kept clean of tree and shrub branches and groundcover at all times.
- * Grass, tree and shrub clippings shall be removed at all times.
- * Sweeping of parking lots and driveways is not included unless otherwise stated.

Workmanship

- * An area landscape superintendent from Conejo Crest will meet with the property manager or a representative once per month or as deemed necessary. A job-walk will be scheduled to maintain communication and customer satisfaction.
- * All Work shall be performed by competent personnel and shall be overseen by a superintendent experienced in the landscape maintenance profession.
- * Conejo Crest personnel shall be uniformed at all times.
- * Pesticide operations, when required, shall be performed by a State Licensed Pest Control Operator or Certified Applicator.
- * All tree pruning shall be conducted by an experienced Arborist.
- * Property shall be serviced Monday through Friday five (5) times per week and will include one full-time landscape maintenance foreman and one (1) – full time gardener 40 hours per week each person.
- * All major irrigation repairs shall be performed by an experienced Irrigation Technician.

Notes

- * The terms of this contract shall continue for a period of one year, and shall continue thereafter for successive periods of twelve (12) months (from the new fiscal year) unless terminated by either party by written notice to the other party at least thirty (30) days prior to the expiration or renewal period thereof. Both contracting parties, however, shall have the right to cancel service during the first sixty (60) days of service.
- * Emergency work such as mainline irrigation breaks, valve repairs and fallen trees shall be performed without prior approval unless otherwise stated.
- * Replacement of annual color or additional planting will be performed at an approved extra charge.

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- * Large scale treatment of all plant material for diseases, insects, weeds and other pests shall be performed at an approved extra charge. Incidental, small scale pest treatment, however, shall be performed at no additional labor charge; however, materials will be an extra charge.
- * Conejo Crest shall maintain full general liability, property damage and worker's compensation insurance. Certificates of Insurance shall be furnished upon request.
- * Conejo Crest shall have the right to stop work if any payment is not paid under this agreement. The contractor may keep the job idle until all payments due have been received. Such action by Conejo Crest shall not, in any matter, be deemed a break of this contract.
- * If, at any time, any controversy shall arise between Conejo Crest and Owner with respect to any matters in question arising out of, or relating to, this agreement or the breach thereof, in which the parties do not promptly adjust and determine, said controversy shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- * In the event that either party becomes involved in litigation or arbitration pertaining to this contract or the interpretation of performance thereof, the prevailing party shall be entitled to reasonable attorney fees.

The total cost for the proposed landscape maintenance service is \$7,286.00 per month. Gopher and ground squirrel control shall be provided at \$ 345.00 per month. Please sign and return the enclosed copy if you wish to proceed with our landscape maintenance services.

* Landscape Maintenance Service Levels:

- | | |
|--|--------------|
| 1. Low / Moderate level (2 full-time men) | \$ 7,286.00 |
| 2. Moderate / High level (3 full-time men) | \$ 10,136.00 |

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Thank you for the opportunity and confidence in our company to provide our landscape services at your project. Every effort will be made to provide the utmost professional landscape care at your property should our firm be awarded this contract.

Should you have any questions, please contact me at our office.

Sincerely,
CONEJO CREST LANDSCAPE, INC.



David L. Melito

DLM:ds

Accepted by: _____

Date: _____