

PROPOSAL AND CONTRACT

Contact:
Company:
Mailing Address:
City, State Zip:
Job Name, Address:

Date:
Phone:
Fax:
Email:

The undersigned agrees to furnish and provide necessary labor, materials, tools, implements and appliances to perform and complete in a good workmanlike manner the following:

Landscape Management:	\$	/month
Color Rotation:	\$	/month
Total Monthly Cost:	\$	/month

Any alterations or deviations from the above, involving the extra cost of material or labor, will be executed only on written orders for the same and will become an extra charge over the sum mentioned above. All agreements must be made in writing. This proposal shall be subject to change after 30 days.

ARBITRATION OF DISPUTES: Any dispute or claim arising from this Proposal and Contract or any resulting transaction shall be decided by neutral, binding arbitration in accordance with the rules of The American Arbitration Association and not by court action (except the filing and enforcement of mechanics liens). Both parties agree to waive their judicial rights to discovery and appeal.

Terms of payment shall be as follows: All invoices due net 30 days

This proposal is respectfully submitted by Gardeners' Guild, Inc.:

Authorized Signature

Printed Name

Date

ACCEPTANCE

You are hereby authorized to furnish all materials and labor to complete the work mentioned in the above proposal for which we agree to pay the amount mentioned in the said proposal and in accordance with the terms thereof.

Authorized Signature

Printed Name

Date

Effective Date of Contract _____

NOTICE: Under the Mechanics' Lien Law, "any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has the rights to enforce a lien against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid."

Addendum I

Maintenance Specifications

1. Personnel/ Supervision

A. All included work shall be performed by persons directly employed and supervised by GGI. GGI shall provide management and technical supervision.

B. All employees of GGI shall be U.S. citizens or resident aliens and each is subject to the approval of the Client as to professional appearance and performance.

2. Lawn Care

Lawn shall be maintained in a healthy growing condition by furnishing necessary services and materials including but not limited to the following.

A. Mowing and Edging

Upright grasses such as Bluegrass, Ryegrass, and Fescue shall be mowed to a minimum height of two and one half to 3 inches during Spring/Summer season, two inches during the Fall/Winter season. Grass Cycling will be implemented as conditions will allow. Turf edges will be maintained in a neat and attractive condition.

B. Watering

Lawns shall be watered as frequently as weather conditions require to replenish soil moisture below root zone. Watering shall always be done at night if the irrigation system is electronically controlled, if not then water shall be applied early in the morning whenever possible.

C. Fertilization

Fertilization will be done with a complete fertilizer furnishing needed nutrients including nitrogen, phosphorus, potassium and minor elements in proportion to maintain normal, healthy growth. The number of applications will be dependent on the type of nitrogen used; e.g., one to two applications of the slow release fertilizer and two to four applications for readily soluble fertilizers.

D. Weed and pest Management

Control of broadleaf weeds with selective herbicides. All other pest management operations are excluded and are additional to the normal maintenance fee.

E. Dethatching and Aeration

Aeration to be performed once annually. Dethatching to be done on an as needed basis at least once every three years. Cost of thatching is additional to normal maintenance fees.

3. Tree and Shrub Care

A. Pruning to be performed using International Society of Arboricultural ANSI A300 Standards. Tree pruning is limited to those trees 15' and smaller.

Prune trees to select and develop permanent scaffold branches to maintain a natural appearance and to balance crown with roots.

Lower branches of young trees shall be retained in a tipped back condition with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches may be removed only after the tree is able to stand erect without staking or other support.

Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage. The primary pruning of deciduous trees shall be during the dormant season. Damaged trees or those that constitute health and safety hazards shall be pruned at any time of year as required. All pruning cuts made to lateral branches shall be per ISA standards. "Stubbing" will not be permitted.

Any major pruning to change existing height of trees and shrubs is excluded and will be charged at an additional cost.

B. *Staking and Guying*

Adjust tree stakes and guying systems as part of early tree care program.

When trees attain a trunk caliper of 3" or more, Gardeners' Guild, Inc. will advise as appropriate about the removal of stakes and guys. Stakes and guys will be inspected at least twice per year to prevent girdling of trunks or branches, and to prevent rubbing that causes bark wounds. Installation of cabling, guys and stakes to existing trees will be considered an additional cost.

C. *Weed Management*

Provide weed control in basins and areas between plants. All trees in lawns should have open soil maintained around the base of the trunk. Establishment of new basins shall be an additional cost. This will reduce damage to tree trunks and roots by machinery and excess water. Use recommended, legally approved herbicides whenever possible to control growth in this open area. Gardeners' Guild, Inc. will not cultivate soil. This practice destroys shallow roots and breaks the seal of pre-emergent herbicides.

D. *Insect & Disease Management*

GGI's standard landscape management program is based upon an Integrated Pest Management (IPM) philosophy, which emphasizes a preventive approach to disease and insect problems in order to maintain optimum health and vigor of the plants. Through routine monitoring by our trained field staff, Gardeners' Guild, Inc. identifies disease and insect problems in their earliest stages. Pest problems are managed by integrating biological, cultural, physical, horticultural and chemical strategies. Gardeners' Guild, Inc. shall maintain reasonable pest management with approved materials and integrated methods.

E. *Water*

Manage water to encourage deep root growth.

F. *Replacement of Plants*

Plants installed and maintained by Gardeners' Guild, Inc. are under warranty for a one-year period against defects and will be replaced at no additional charge. This warranty is void if plants die or are in permanent decline due to causes such as, but not limited to: vandalism, acts of God, changes in environmental conditions, improper maintenance by others and/or any condition outside of Gardeners' Guild control.

4. **Ground Cover Care**

Maintain an attractive appearance at all times by following these practices.

A. *Weed Management*

Manage weeds with pre-emergent herbicides and selective post emergent herbicides.

Mechanical methods will be employed as needed to maintain a neat and attractive appearance. Installations and replenishment of existing mulch layer is encouraged and will be performed additional to the normal maintenance fees.

B. *Fertilization*

Fertilization will be done with a complete fertilizer furnishing needed nutrients including nitrogen, phosphorus, potassium and minor elements in proportion to maintain normal, healthy growth.

C. *Watering*

Water enough so that moisture penetrates throughout the root zone as necessary to maintain healthy growth and color.

D. *Trimming*

Keep ground cover away from buildings, walks, curbs, trees, and shrubs to maintain a neat appreciative appearance.

E. *Litter, trash and debris*

Litter, trash and debris will be removed from landscape areas in the general course of performing maintenance work.

5. **Irrigation System**

The goals of GGI's Water Management Program are to promote plant health, to work within local & state water ordinances and to work within each Client's water allotments.

- A. Advise the owner in writing of any conditions that are discovered which may prevent the system from delivering the correct amount of water.
- B. Repairs to electric controllers, valves, and sprinkler systems due to reasons beyond contractor's control will be charged separately on a time and material basis. Minor damage to the irrigation system will be repaired as noticed and charged on a time and materials basis up to an agreed price limit of \$ 150.00 per occurrence.
- C. Irrigation controllers and systems will be adjusted as necessary to respond to changes in water needs of the plant material.
- D. Rates for irrigation work are as follows: Irrigation Specialist/Field Supervisor - \$65.00/hour; Crew leader - \$40.00/hour; Assistant Laborer - \$35.00/hour. NOTE: Controller work requiring extensive electrical knowledge and/or shop service, may be billed at a higher rate. Emergency work done on overtime, weekends or holidays, shall be charged at time and one-half rate.

6. **Seasonal Flowers**

- A. To be supplied and planted at an additional charge, unless included as Addendum to this contract.
- B. Color areas will be detailed weekly to remove dead or faded blooms and excess foliage.

7. **Work Not Included**

- A. Maintenance of large trees over 15' tall, which cannot be pruned by a gardener on an orchard ladder. These trees will be inspected and a recommendation will be made for the services of an Arborist.
- B. Repairs or replacement of landscape losses and damages beyond contractor's control.

- C. Maintenance of parking areas, driveways, walks, etc., except for clean up of gardening debris in the course of maintenance.
- D. Trash receptacle maintenance.
- E. Care of natural areas.
- F. Irrigation system repairs and retrofit work including but not limited to adjusting risers and sprinkler locations to compensate for a maturing landscape. This work will be done at an additional cost.

8. Insurance and Licenses

A. *Insurance*

Gardeners' Guild Inc. agrees to provide workman's compensation, unemployment insurance, and any other insurance required by law. Gardeners' Guild Inc. will also carry Public Liability and Automobile Insurance to limits in the amount of \$1,000,000.

B. *Licenses*

Gardeners' Guild Inc. agrees to maintain active Pest Control Operator's license and California State Contractor's license.

9. Billing and Payment Dates

- A. Invoices for landscape management will be invoiced on the first day of each service month with all invoices due Net 30.
- B. Special jobs and remedial landscape work will be billed upon completion and acceptance by Owner with invoices due Net 30.
- C. Overdue payments will be subject to service charges of 1.5% per month (18% annum).
- D. Owner agrees to pay any and all costs incurred by Gardeners' Guild Inc. in collection of the above.

10. Contract Term

- A. The term of this contract is one year. It may be terminated by either party upon thirty (30) days written notice. Because the monthly rate is based upon an average billing amount over the one-year term, there may be an adjustment made for over or under billing if Client wishes to terminate prior to the end of the one-year period. At the end of a one-year period, the contract will continue on a month to month basis until a contract extension is implemented.

11. Sustainable Landscape Management

- A. GGI believes in recycling, conserving and recovering resources whenever possible. Routinely we include grasscycling in our mowing operations, separation of trash from recyclable materials and their proper disposal, and seek innovative methods to reuse landscape 'waste' back into the landscape as 'food'. Separate arrangements can be made for chipping and reusing site generated mulch. Additionally, and by separate cost, we can provide an all or partially less synthetic, less or non-toxic landscape management program that moves toward a sustainable landscape program.

Addendum II

Frequency Schedule of Maintenance Operations

A.	Lawn Care	Weekly	Monthly	X/Year	As Needed	Comments
1	Leaf Litter Removal	Summer				Twice Monthly-Winter
2	Trash Removal	Summer				Twice Monthly-Winter
3	Neat Appearance	X				
4	Weed Control					
	a. Postemerge			4		
5	Irrigation Programming	X				
6	Irrigation Check		X			
7	Fertilize			4		
8	Pest Control					
	a. Monitor	X				
	b. Treatments				X	
9	Mow	Summer				Twice Monthly-Winter
10	Edge		2X			
B.	Ground Cover Care	Weekly	Monthly	X/Year	As Needed	Comments
1	Leaf Litter Removal	X				
2	Trash Removal	X				
3	Neat Appearance	X				
4	Weed Control					
	a. Postemerge		X			
	b. Preemerge			2		Mar, Sept
5	Irrigation Programming	X				
6	Irrigation Check		X			
7	Fertilize			2		
8	Pest Control					
	a. Monitor	X				
	b. Snails			4		
	c. Other Treatments			3		
9	Prune			4		
10	Edge			4		
C.	Tree & Shrub Care	Weekly	Monthly	X/Year	As Needed	Comments
1	Neat Appearance	X				
2	Weed Control					
	a. Postemerge		X			
	b. Preemerge			2		Mar, Sept
3	Irrigation Programming	X				
4	Irrigation Check		X			
5	Fertilize			2		
6	Pest Control					
	a. Monitor	X				
	b. Snails			4		
	c. Other Treatments			3		
7	Pruning-Structural			1		
8	Pruning-Size			4		
9	Staking-Remove/Adjust			2		
10	Vine Training			6		
D.	Paved Area Care	Weekly	Monthly	X/Year	As Needed	Comments
1	Leaf Litter Removal					Excludes parking lots and structures
2	Trash Removal					“
3	Weed Control			6		
E.	Color Area Care	Weekly	Monthly	X/Year	As Needed	Comments
1	Detail Color	X				
2	Plant Color					Excluded

3	Handwater Color	X				
4	Weed Control		X			
5	Pest Control					
	a. Monitor	X				
	b. Snails			4		
	c. Other Treatments			3		
F.	Special Considerations	Weekly	Monthly	X/Year	As Needed	Comments
1						
2						