



Pacific Vista Landscape Services, Inc.

## Camino Nuevo Charter Academy



## Landscape Maintenance Program

P.O. Box 220640, Newhall CA 91322-0640  
Office: 661-222-7525 Fax: 661-222-7790



# Pacific Vista Landscape Services, Inc.

## Camino Nuevo Charter Academy EXHIBIT "A"

Camino Nuevo Charter Academy  
Attn: Carla Rivera  
661-S. Burlington Avenue  
Los Angeles, CA 91307-1001  
213-539-1496  
[Carla.rivera@pueblonuevo.org](mailto:Carla.rivera@pueblonuevo.org)

May 23, 2023

### Landscape Maintenance Contract

This agreement is made on 5/23/2023 by and between **Pacific Vista Landscape Services, Inc.** hereinafter called "contractor", and Camino Nuevo Charter Academy hereinafter called "owner" or "owner's agent". This agreement provides for landscape maintenance on the project described as a landscape contract for:

1. **SCOPE OF WORK:** The contractor agrees to provide landscape maintenance services per exhibit "A" attached hereto or as follows:
2. **TERM:** Term of contract shall be a one-year guarantee of attached pricing. This contract shall continue after the anniversary date on a month-to-month basis. This contract may be cancelled by either party with a 30-day written notice at any time during or after the first year. An increase, based on operating costs, may be applied as outlined in line 12 of this contract. Upon cancellation by either party all moneys outstanding will become due and payable within ten days.
3. **PAYMENT:** Owner agrees to pay contractor the sum of \$ 11,170.00 for the landscape maintenance services detailed in exhibit "A". Contractor shall bill on the 1<sup>st</sup> day of each month and all billings shall be payable on or before the 1<sup>st</sup> day of the following month. A 1 ½% service charge per month (18% annual rate) shall be assessed on bills not paid within 30 days from billing date. Owner agrees to pay contractor for all authorized extra work provided. All other extra work provided shall be billed upon completion and such billings shall be payable upon receipt of the invoice. Contractor has the right to hold job/project idle until payment has been received on past due accounts. Upon cancellation of services, all outstanding invoices are due and payable within 15 days from final service date.
4. **GENERAL INSPECTION:** General Inspection shall occur on weekdays during normal business hours on a pre-scheduled basis at the request of owner and or contractor.
5. **TRASH:** All debris accumulated as a result of normal maintenance operations shall be disposed of off-site the day such debris accumulates.
6. **INSURANCE:** Contractor shall maintain at least \$2,000,000.00 General Liability and Property Damage. Workers Compensation insurance certificates shall be furnished, upon request, with endorsement page naming owner and manager as additional insured's.
7. **ADVERSE CONDITIONS:** Contractor shall not be required to work during adverse weather conditions, including but not limited to, windstorms and rainstorms.
8. **HOLIDAYS AND RAIN DAYS:** Pacific Vista Landscape Services, Inc. recognizes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Rain occurring on a service day will not be rescheduled. In the event two or more service days are interrupted by rain, every attempt will be made to visit the above property, assuring its appearance until regular maintenance can be provided. Though inclement weather creates hazardous work conditions, maintenance crews remain on stand-by for emergency services. Any hazard service necessary will be billed at Emergency Hazard Rates; however, Field Supervisors will be inspecting projects during inclement weather as part of general maintenance services.
9. **NOTIFICATIONS AND AUTHORIZATIONS FOR EXTRA WORK OR CHANGES IN THE SCOPE OF WORK:** All change orders and notifications shall be done in writing. Acceptable methods include letters by mail, overnight delivery, fax and email. Any verbal communications shall be documented in writing in one or more of the above manners.

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10. **LICENSING:** Contractors are required by law to be licensed and regulated by the contractor's state license board. Any questions concerning a contractor may be referred to the registrar.
11. **WORK STOPPAGE:** Pacific Vista shall have the right to stop work if any payment is not made to Pacific Vista under this agreement. Pacific Vista may keep the job idle until all payments due have been received. Such action by Pacific Vista shall not in any manner, be deemed a breach of this agreement by Pacific Vista.
12. **Contract Extension and Rate Adjustments:** Contractor is offering a multi-year extension. Each extension may require a small increase in monthly maintenance costs to cover minimum wage increases, cost of doing business workers compensation etc. The amount of increase is typically based upon CPI or a maximum of 3.5 %. Excluding mandatory minimum wage increases imposed by City, State or Federal requirements. Each extension will require an updated contract with current details and original contract as attachment.

**Extension 1: (6/1/2024): 1 Year at increased rate not to exceed 4%, if necessary, based on outlined perimeters.**

**Extension 2: (2025): 1 Year at increased rate not to exceed 4%, based on outlined perimeters.**

13. **ARBITRATION:** If, at any time, any controversy shall arise between Pacific Vista and the owner/association with respect to any matter 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. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
14. **LEGAL FEES AND VENUE:** In the event of litigation to enforce or interpret this agreement, the prevailing party shall be entitled to reasonable attorney fees. This contract is deemed made at the contractor's place of business and a lawsuit may be brought at the contractor's option, in the judicial district serving contractor's principle of business.
15. **DEFAULT NOTICE:** In the event that items or conditions are to be corrected or remedied, owner/association further agrees to provide Pacific Vista with adequate notification of said items, in writing. Owner/association further agrees to allow Pacific Vista adequate time to remedy those items or conditions.
16. **PACIFIC VISTA will work in conjunction with the owner/association board of directors and the respective management company only.**

CONTRACTOR:

NAME:

James Habeger

JAMES HABEGER License #C27 687865

OWNER AND/OR AGENT:

BY:

TITLE: CEO

DATE: 6/7/23

START DATE: June 1<sup>st</sup>, 2023

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## **MONTHLY LANDSCAPE MAINTENANCE**

1018 Mohawk Street	Sandra Cisneros Campus	\$ 1,626.00
697 South Burlington Avenue	Burlington K-3 / Parking	\$ 691.00
661 South Burlington Avenue	Early Childhood Campus	\$ 691.00
1723 West Cordova Street	Jose A. Castellanos Elementary	\$ 1,160.00
2755 West 15 <sup>th</sup> Street	Eisner Middle School	\$ 783.00
3400 West 3 <sup>rd</sup> Street	Kayne Siart K-8	\$ 1,595.00
3435 Temple Street	Home Support Office	\$ 691.00
Sports-Soccer Field / Parking	Soccer Field / Parking	\$ 783.00
3500 Temple Street	Dalzell Lance High School	\$ 3,150.00

**Projected Monthly Portfolio Land-Care Program: \$11,170.00**

Monthly Maintenance: Eleven thousand one hundred and seventy dollars and zero cents (\$11,170.00)

Annual Maintenance: \$ 134,040.00

**Monthly man hours:**

(277) Maintenance Crew

(18) Irrigation Technician

(18) Field Supervisor/Foreman

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**Current and Projected Inclusions:**

- Fertilization will be applied a minimum of twice each year.
- Minor Landscape Pest Control.
- Irrigation: A full inspection for efficiency, water conservation and waste.
- Landscape Enhancement Renditions.
- Weekly visits by Account Manager to portfolio.
- Monthly landscape reports upon request.
- Additional man hours, irrigation technician and foreman.

\*\*Include weekly visits by a level III Field Supervisor and or Account Manager. A monthly report of goals and accomplishments can be supplied for review upon request.

\*\* Please Note: man-hours as stated do not include travel time.