



September 03, 2014

2014 CONTRACT PROPOSAL

Contract No. - 24823

HORNET FIELD  
ALAMEDA SOCCER CLUB

Gachina Landscape Management (Gachina) would like to thank you for giving us the opportunity to provide outstanding service and quality care in meeting all of your landscape maintenance needs.

As a leader in the industry, our experienced team of professionals is trained and committed to ensuring excellence in plant health care, water conservation and environmental stewardship.

#### Parties

This is an agreement dated: September 03, 2014

Between: Gachina Landscape Management, 1130 O'Brien Dr., Menlo Park, CA 94025, and Alameda Soccer Club ("Client"), Attn: Bill Shiber, 875-A Island Drive, Alameda, CA 94502.

For: Landscape maintenance service at: Hornet Field, 250 West Hornet Avenue, Alameda, CA 94501.

#### Purpose of Agreement

The purpose of this agreement is to detail the specific services to be provided by Gachina for the client and to set out the terms and conditions under which Gachina will perform them.

#### Services

The services to be provided by Gachina are as follows:

#### ROUTINE LANDSCAPE MAINTENANCE

As part of our regular landscape maintenance, sports turf areas will be mowed as needed in accordance with seasonal growth. Mowing height will be determined according to grass type, variety, and customer preference. Grasscycling (mulch-mowing), which increases the nutrient level of the soil and helps retain water, is standard practice. Non-mulch mowing is available at the request of the customer. Turf aeration shall occur quarterly.

*Handwritten note:* Trash removal from receptacles at field on weekly basis, or as needed.

#### TURF MANAGEMENT

An integrated turf management system designed to ensure turf health and vibrancy which includes periodic turf aeration, and spot seeding for brown spots.

**FERTILIZATION OF TURF, TREES, SHRUBS, AND GROUNDCOVER**

A fertilization schedule is established for turf in accordance with the needs of the site to ensure proper plant health and growth. We strive to minimize our impact on the environment by using application methods and quantities in accordance with industry standards.

**IRRIGATION SYSTEM ROUTINE INSPECTION**

Routine inspection of the irrigation system for leaks, breaks, water coverage and component functionality.

**IRRIGATION SYSTEM START UP AND GO THROUGH CHECK**

Perform a full inspection of the irrigation system for leaks, breaks, water coverage and component functionality, with written documentation of our findings provided to the client.

**WEED CONTROL**

Removal of unwanted weeds to prevent the continued germination, spread, and growth of weeds in turf, groundcover, and planting areas. Methods of removal include manual removal, where practical, and the application of approved chemicals directly on the unwanted weeds. Care is taken to ensure that none of the surrounding plant material is damaged.

**WEED CONTROL WITH PRE EMERGENT**

Prevention of the germination, spread, and growth of unwanted weeds by seasonally applying approved chemicals prior to the appearance of weeds in turf, groundcover, and planting areas. Care is taken to ensure that none of the surrounding plant material is damaged.

**2014 CONTRACT SUMMARY**

On site regular attendance and meetings with clients, if requested, will be done to perform quality control inspections, create punchlist, and note areas that need attention or follow up.

The frequency of these services during each calendar year is detailed in the '*frequency schedule*', which can be made available upon request.

Employees, Materials and Equipment, and Non-disturbance

Gachina Landscape Management provides a professional work environment, which offers opportunity for career development and advancement. Gachina also complies with all labor laws and regulations sanctioned by the State of California and the United States of America.

Gachina will provide all equipment, transportation, materials and supervision necessary to perform these services in a good and workmanlike manner. Persons directly employed, trained, and supervised by Gachina, with the exception of instances where it may be necessary to engage sub contractors to perform certain specialized functions within this contract, shall perform all work included in this contract. In either case Gachina shall provide management supervision. All work shall be conducted in a manner so as to cause the least possible interference with or annoyance to others.

Spare the Air

Gachina is proud to be a Spare the Air employer. In recognition of the fact that air pollution is a serious

health concern, Gachina's policy is to minimize the use of gas powered vehicles and machinery on days designated by the Bay Area Air Quality Management District as 'Spare the Air' days. Tasks scheduled on these days that use gas powered equipment will be performed on the next scheduled visit, and, whenever possible, alternative tasks such as hand pruning, detailing and clean up will be substituted.

#### Pest Management, Materials, Reporting Requirements, and Liability

Gachina implements an Integrated Pest Management Program (IPM). IPM is used to minimize the use of chemicals that may be harmful to the environment while at the same time maximizing plant health by focusing on those problems which threaten irreparable damage to plant material. Gachina holds a pest control operators license and all chemicals are applied according to the DPR regulations for the state of California in accordance with this license.

Client understands and acknowledges that, in the performance of their obligations, Gachina will require the use of certain government-approved chemicals. Materials shall be of the highest quality. The County Agricultural Commissioner's Office must, by law, be given a monthly record of all herbicides, insecticides and disease control chemicals used. Gachina will notify Client of chemical application in accordance with The County Agricultural Commissioner 48 hours in advance of application. Client is responsible of notifying tenants, homeowners and the like.

Client agrees to hold Gachina harmless and indemnify them for all claims, demands, judgments and other liability arising from the proper use of said chemicals in the course and scope of the performance of Gachina's work.

#### Irrigation Specifics

Within thirty days after start of work, Gachina shall inspect all irrigation systems and report present damage or incorrect operation or coverage to Client.

Accidental damage resulting from Gachina's operation shall be repaired without charge, within one watering period.

Needed repairs resulting from vandalism, accident, animals, normal wear or other cause will be reported to Client. Upon approval, repairs shall be done at the Client's expense. However, Gachina shall use good judgment to make such immediate repairs as may be required to prevent unnecessary expense and/or prevent damage to the landscape. In all cases, a detailed statement of charges will be submitted to the Client for payment subject to inspection of said repairs. If Client fails to authorize repair work needed to operate system within four (4) days of notice by Gachina, Gachina will not be responsible for hand watering materials covered by system. Other hand watering will be done only by addendum to these specifications.

All adjustments and settings of automatic controllers shall be made to establish frequency and length of watering periods, striving for maximum benefit with minimum water usage. Gachina shall not be responsible for watering inefficiencies due to persons not in Gachina's employ setting automatic controllers.

Watering will be done preferably at night or early morning. Care shall be taken to reduce runoff, ponding, or erosion.

Gachina shall give Client emergency instructions for shut-off. Client will give to Gachina all available blueprints, specifications, etc., pertaining to irrigation systems installation to facilitate economic maintenance of all systems. If maps of irrigation systems are not available, these will be prepared, with copies made available to the Client upon request. These will be essential to properly manage the irrigation system.

Faulty electrical controllers, valves, or other complex plumbing or electrical problems will be reported to

Client and repair made upon approval at Client's expense.

Gachina shall check all systems for proper operation in late winter. All lateral lines will be flushed free of grit and gravel at the same time by removing the last head on each line.

Plant Material and Liability

Dead, declining, stolen, or vandalized plants shall be brought to the Client's attention as soon as possible. Replacement plants shall be of a size, variety, and condition acceptable to the Client, to be paid for by the Client unless due to negligence of Gachina.

Should Client's plantings be damaged by a failure of Gachina to fulfill its obligation under this agreement, Gachina shall repair or replace such damaged plantings at their expense. Gachina shall not be responsible for any damage due to Acts of God or Nature.

Insurance

Contractor agrees to provide certificate of insurance for liability, property damage and worker's compensation.

Agreement

No inferences and/or responsibilities are implied other than those items specifically listed.

Any additions, deletions, or changes to this agreement must be made in writing and signed by both parties.

Limitation of Liability

Client's right to repair and replacement are the exclusive remedies and Gachina shall not be liable for damages, whether ordinary, incidental, or consequential, other than expressly set forth herein.

Governing Law and Attorney's Fees

This agreement shall be governed by the laws of California and constitutes the entire agreement between the parties. Should Gachina be required to engage the services of an attorney in connection with this agreement to enforce payment, Gachina shall be entitled to reasonable attorney's fees, collection fees and any court costs.

Non-Solicitation

During the term of this agreement and for a period of one year after the termination of this agreement, Client shall not recruit, solicit, or hire any person who was employed by Gachina at any time within the previous 12-month period without first obtaining Gachina's written consent.

Fees, Payment and Term of Agreement

**The monthly fee for service is: \$572.00** *last*

Client shall be billed monthly on the ~~first~~ *last* day of the current month of service. Payment is due no later than the ~~first~~ *last* day of the month following service. All other invoices are due upon receipt.

The term of this contract is for 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 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 from month to month until a new contract is negotiated.

*EMM*  
*EMM*

The terms of this agreement become null and void if not signed by both parties within 30 days.

Signed:

Date Signed: September 03, 2014



John P. Gachina (President)

**GACHINA LANDSCAPE MANAGEMENT**

Accepted by:

ALAMEDA SOCCER CLUB

PRINTED NAME: Client or Authorized Agent)

by: BILL SHIBER, CO-PRESIDENT



SIGNATURE: Client or Authorized Agent)

Date Signed: 9/4/14

Effective Date: 9/8/14

Title:

CO-PRESIDENT

**ALAMEDA SOCCER CLUB**

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 right to enforce a lien against your property. This means that, after a court hearing, a court officer could sell your property and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid

**ANNUAL LANDSCAPE MAINTENANCE FREQUENCY SCHEDULE**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
<b>Freq.</b>	5	4	4	4	5	4	5	4	4	5	4	4

**WEEKS**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
<b>Freq.</b>	2	2	4	4	5	4	5	4	4	5	3	2
Mowing	2	2	2	2	3	2	3	2	2	3	2	2
Edging	5	4	4	4	5	4	5	4	4	5	4	4
Leaf & Litter Removal	1			1					1		1	
Fertilizer			1					1				
Deep Tine Aeration												
Slice Aeration					1					1		

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
<b>Freq.</b>			1			1				1		
System Check	Mar.-Oct. 4 times per wk & Nov.-Feb. 3 times per wk & up to 4 if no rain											
Watering Schedule												

**IRRIGATION**

System Check

Watering Schedule