



City of Villa Park

17855 Santiago Boulevard, Villa Park, California 92861-4187
(714) 998-1500 • Fax: (714) 998-1508

www.villapark.org

June 13, 2016

Les Fields
Tropical Plaza Nursery, Inc.
9642 Santiago Boulevard
Villa Park, CA 92861

SUBJECT: AGREEMENT RENEWAL FOR LANDSCAPE MAINTENANCE SERVICES

Dear Mr. Fields: *LES*

I am pleased to submit this letter to inform you that the City of Villa Park confirms its willingness to extend our Agreement, pursuant to Section A.3., for one (1) additional term of two (2) years until June 30, 2018. This extension is in accordance with our negotiations summarized below:

1. Section B.3. Contract Price and Payment. CITY shall pay to the CONTRACTOR the sum of \$1,836.00 per month.

Should you have any questions, feel free to contact me at 714-998-1500.

Respectfully,
THE CITY OF VILLA PARK

Jarad Hildenbrand
City Manager

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

This Agreement is made and entered into this 25th day of July, 2013, by and between the **City of Villa Park**, a municipal corporation in the County of Orange, State of California, hereinafter referred to as "CITY," and **Tropical Plaza Nursery, Inc.**, hereinafter referred to as "CONTRACTOR".

A. Recitals.

1. CITY has determined that it is in its best interest to retain CONTRACTOR to perform landscape maintenance services.
2. CONTRACTOR represents and warrants that it is qualified to perform such services and is willing to perform such services as hereinafter defined.
3. CONTRACTOR'S duties shall commence August 1, 2013 upon the direction of the City Manager, and this Agreement shall terminate on June 30, 2016. After the initial term and based on acceptable performance, this Agreement may be renewed for two (2) additional terms of two (2) years for a total of seven (7) years unless terminated sooner pursuant to Section B.4 of this Agreement.

NOW, THEREFORE, it is agreed by and between CITY and CONTRACTOR as follows:

B. Agreement.

1. Insurance: CONTRACTOR shall maintain insurance coverage for the duration of the Agreement conforming to CITY'S insurance requirements, a copy of which is attached herewith as "Exhibit B."

2. Indemnification: CONTRACTOR shall indemnify and hold harmless CITY and its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.
3. Contract Price and Payment: For all of the services which the CONTRACTOR is obligated to perform under the terms of this Agreement, CITY shall pay to the CONTRACTOR the sum of \$1,700 per month (for a total of \$20,400 per year). Commencing July 1, 2014, contract price shall be adjusted annually by a rate equal to the Consumer Price Index "CPI." Any negotiated price adjustment or increase beyond the CPI requires City Council approval. Payment to the CONTRACTOR shall be made subject to the submittal of monthly invoices by the CONTRACTOR for work actually performed as verified by the City Manager or his designated representative.
4. Termination: Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated at any time by either party upon sixty (60) days written notice.
5. Attorney's Fees: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party

shall recover its reasonable attorney's fees and costs incurred with respect thereto.

C. CONTRACTOR agrees as follows:

1. CONTRACTOR shall forthwith undertake and complete landscape maintenance service in accordance with "Exhibit A" attached hereto and in accordance with local, state, and federal statutes, regulations, ordinances, and guidelines, all to the reasonable satisfaction of CITY.
2. CONTRACTOR agrees that all priorities, assignments, and tasks shall be dictated by the City Manager pursuant to CITY'S established needs.
3. CONTRACTOR shall, at its sole cost and expense, secure and hire such other persons as may in the opinion of CONTRACTOR be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONTRACTOR, CONTRACTOR hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONTRACTOR further agrees that no subcontractor shall be retained by CONTRACTOR except upon the prior written approval of CITY.

D. CITY agrees as follows:

1. Payments to CONTRACTOR shall be made by CITY in accordance with the invoices submitted by CONTRACTOR on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONTRACTOR'S proposal either with respect to hourly rates or lump sum amounts for individual tasks.

2. Additional Services – Payments for additional services requested in writing by CITY and not included in CONTRACTOR'S proposal as set forth in "Exhibit A" attached hereto shall be approved in writing in advance by the City Manager. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

E. Equipment and Labor:

1. CONTRACTOR shall use and furnish at its own expense all labor, equipment, and materials necessary for the satisfactory performance of the work set forth in these specifications. All equipment is to be kept in proper adjustment. The machinery and equipment used by CONTRACTOR shall be clean and well maintained at all times so as to ensure proper operation. The equipment shall be subject to the inspection and approval by the City Manager or his designated representative.
2. To prevent the transference of persistent weeds from one area to another, CITY may require CONTRACTOR to clean equipment after use at each job site. All areas are to be cleaned up on the day the work is performed. Sweeping, vacuuming, or blowing is permissible.
3. Property or facilities damaged or altered in any way during the performance of the work by CONTRACTOR shall be promptly reported in writing by CONTRACTOR to the City Manager or his designated representative, and such property or facility shall be promptly restored to its original condition by CONTRACTOR.

F. Additional Conditions:

1. The mowing and trimming schedule which CONTRACTOR shall follow shall be a schedule approved by the City Manager or his designated representative and may be adjusted based on seasonal conditions or weather. Seasonal adjustments are to be agreed to by CONTRACTOR and may represent additional work performed or reduction in contract amount.
2. The hours during which the work shall be performed shall be in accordance with CITY ordinances at the discretion of CONTRACTOR with the approval of the City Manager or his designated representative.

G. Disposal of Materials:

1. CONTRACTOR shall dispose of all collected trimmings in a manner subjected to the approval of the City Manager or his designated representative. Appropriate segregation and diversion of green waste rather than landfill disposal is required.

H. Notices and Designated Representatives:

1. Any and all notices, demands, invoices, and written communications between the parties hereof shall be addressed as set forth in this Section H.1. The below named individuals shall furthermore be those persons primarily responsible for performance by the parties under this Agreement.

City of Villa Park
City Manager
17855 Santiago Blvd.
Villa Park, CA 92861

Tropical Plaza Nursery
President
9642 Santiago Blvd.
Villa Park, CA 92861

2. Any such notices, demands, invoices and, written communications by mail shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

I. Assignment:

1. No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONTRACTOR without the prior written consent of CITY.

J. Independent Contractor:

1. The parties hereto agree that CONTRACTOR and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

K. Governing Law:

1. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

2. Hiring of Illegal Workers Prohibited:

- a. CONTRACTOR shall not hire or employ any person to perform work for CITY or allow any person to perform work required under this Agreement unless such person is a United States citizen or is properly documented and legally entitled to be employed within the United States. CONTRACTOR shall verify, through E-Verify (or, if E-Verify is no longer available, through a comparable electronic database maintained by the United States government), that all

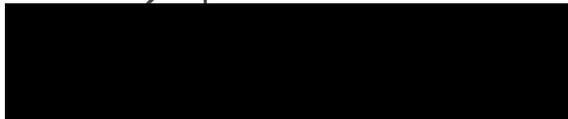
persons employed by CONTRACTOR are eligible to work in the United States. CONTRACTOR shall require all of its subcontractors to similarly verify that all persons employed by such subcontractors are eligible to work in the United States. CONTRACTOR shall certify to CITY its compliance with the requirements of this section.

L. Entire Agreement:

1. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONTRACTOR

A large black rectangular redaction box covering the signature of the contractor.

Les Fields, Owner



Jarad Hildenbrand, City Manager

ATTEST:



Bethny Avila, Deputy City Clerk

APPROVED AS TO FORM:



Todd Linn, City Attorney

Tropical Plaza Nursery, Inc.

9642 Santiago Blvd., Villa Park, CA 92861-2521
(714) 998-4100 Fax (714) 998-4788

May 3, 2013

City of Villa Park
17855 Santiago Boulevard
Villa Park, CA 92861

Attention: Mr. Jared Hildenbrand, City Manager

Re: Proposal for Landscape Maintenance Services

Dear Jared,

We appreciate the opportunity to submit a proposal for your landscape maintenance services. We feel very confident that Tropical Plaza Nursery, Inc. will provide quality service to the City of Villa Park. As a team player we will work very closely with you to implement and design the program specific to the property requirements to insure a beautiful appearance throughout the year.

Tropical Plaza Nursery, Inc. is also an award winning renovation Landscape Company. We are the leader in the Southern California area for water conservation and have won numerous awards thru CLCA (California Landscape Contractors Association); in fact we have helped the City of Villa Park in the past and received an award for the "Ridgeview Drought Tolerant" project (see attached photo). We would like to discuss other water conservation projects with the City particularly the turf in the center medians.

Tropical Plaza Nursery, Inc. has been in business for over 64 years providing comprehensive landscape Management services throughout Southern California. We have established ourselves as a Corporation with a solid reputation and a passionate pursuit of customer service and were founded on the promise of delivering outstanding quality landscape services by knowledgeable and highly trained professionals. Tropical Plaza Nursery, Inc. currently staffs over 60 uniformed employees and maintain a full time staff, all who committed to satisfying customer needs. Tropical Plaza Nursery, Inc. has available wire tracking equipment, bob-cat, backhoe, dump truck on as needed basis.

We will be more than happy to answer any questions you may have. Thanks again for giving Tropical Plaza Nursery, Inc. an opportunity to submit a proposal for your Landscape Maintenance needs.

Sincerely,

Les Fields

Les Fields,
President
LesFields@tropicalplaza.com

Sincerely,

Victor Zamora

Victor Zamora
Superintendent
VictorZamora@tropicalplaza.com

Sincerely,

Michael Turner

Michael Turner
Business Development
Michael@tropicalplaza.com

Tropical Plaza Nursery, Inc.

9642 Santiago Blvd., Villa Park, CA 92861-2521
(714) 998-4100 Fax (714) 998-4788

May 03, 2013

City of Villa Park
17855 Santiago Boulevard
Villa Park, CA 92861

Attention: Mr. Jared Hildenbrand, City Manager

We are pleased to submit the following proposal for your review and approval:

Bid Price: \$ 1,700.00 / Per Month

Current Rates (Installed)

Flat of Color	\$27.00 each
Flat of Balkan Geranium Ivy	\$44.00 each
Ground Cover	\$25.00 each
15 – Gallon Plant Material	\$85.00 each
5 – Gallon Plant Material	\$19.50 each
1 – Gallon Plant Material	\$ 9.00 each
*15- Gal. Tree	
*Single staked and tied	\$ 95.00 each
*Double staked and tied	\$125.00 each
*24” box tree	\$320.00 each
*36” box tree	\$850.00 each
Sod per square feet	\$ 2.50 per square feet
Soil prep. and grading per square feet	\$.95 per square feet

Extra Labor

Laborer	\$20.00 per hour
Irrigation Tech.	\$45.00 per hour
Fertilizer/50lb. bag	\$45.00 per bag

Please feel free to contact us should you have any questions or concerns.

Sincerely,

Les Fields

Les Fields,
President
LesFields@tropicalplaza.com

Sincerely,

Victor Zamora

Victor Zamora
Superintendent
VictorZamora@tropicalplaza.com

Sincerely,

Michael Turner

Michael Turner
Business Development
Michael@tropicalplaza.com

Tropical Plaza Nursery, Inc.

9642 Santiago Blvd., Villa Park, CA 92861-2521
(714) 998-4100 Fax (714) 998-4788

May 3, 2013

Landscape Maintenance Agreement

1. Obligation of Contractor:

Contractor shall supply all labor, equipment and materials needed to satisfactorily perform all of the services required on the premises hereinafter described in the Agreement, including and limited to the work described in the specifications which are attached as Exhibit "A", hereto and by this reference made a part of this agreement.

Contractor or his representative shall make frequent and adequate inspections of the several services to be delivered under this contract.

The property in which said services shall be performed is known and described as the "premises".

2. Term:

The term of this contract shall be one (1) year automatically renewable unless re-negotiated thirty (30) days before the end of the contract period by either party and subject to the following condition. Either party may cancel this Agreement, which cause, by a written thirty (30) day notice.

3. Contractor in Independent Contractor:

In performance of the provisions of this Agreement, Contractor shall not be under the control or direction of the Owner in any way except as to the result of the work to be done hereunder. Contractor shall choose his own employees and agents.

4. Insurance:

Contractor shall keep valid during the span of this Agreement, at his sole cost and expense, the following insurance policies:

a. **Property Damage and Liability Insurance:**

Contractor shall maintain a policy of property damage and public liability which will protect the owner, or person occupying the below described premises against any liability imposed by the law for damages to property or for persons injured or killed, not less than \$2,000,000 for one accident and not less than \$1,000,000 for property damage.

b. **Workman's Compensation Insurance:**

Contractor shall maintain compensation insurance for the protection of himself and his employees.

5. Contractor to Repair Damage:

All damages to any property or materials contained on said premises resulting from methods or materials used or employed by Contractor or from the acts of his employees or agents, in the performance of this Agreement, shall be promptly replaced or repaired by Contractor at his own cost and such replacements or repairs shall be made to the liking of the Owner.

6. Payment:

Invoices are sent out on the 15th of the month; Owner shall pay Contractor on or before the tenth (10th) day of the following month in which services are performed or a service charge of \$35.00 may be charged.

7. Inclusions:

Weekly maintenance, Monthly inspections with Manager, Minor insect and Rodent control, Tree trimming to be provided up to 10' in height.

8. Exclusions:

Plant material, irrigation repairs, fertilization, major rodent & pest control, Broadleaf control in turf area and Tree trimming to trees over 10' will all be performed as an extra with prior authorization.

NOTE:

Irrigation timing & repairs will be performed by City personnel.

Tropical Plaza Nursery, Inc. proposes to perform all of the above listed services in the manner described for the sum of \$ 1,700.00 per month.

All work per this Agreement to be performed at the project known as:

City of Villa Park _____

Attention: Mr. Jared Hildenbrand _____

17855 Santiago Boulevard _____

(Address)

Villa Park, CA 92861 _____

(City)

Payment of services rendered is to be submitted as described above.

Respectfully Submitted,



Leslie T. Fields, President
Tropical Plaza Nursery, Inc.

Proposal Accepted By:

(Owner)

(Authorized Signature)

(Accepted Date)

(Effective Date)

“Exhibit A”

General Maintenance:

1. Contractor will make a general inspection of the premises on a monthly basis with the Owner, if requested.
2. Contractor shall remove all trash and other extraneous materials.
3. Contractor has an emergency service telephone number, which is available twenty-four (24) hours a day, seven days a week. This number is (714) 998-4100.
4. Contractor shall clean and maintain all drainage lines, concrete swales, catch basins and drainage channels of debris and plant vegetation, as necessary. Any area of stoppage or collection of debris (under patio decks) will be directed immediately to the landscape chairman.
5. Contractor shall sweep, blow or vacuum sidewalks, gutters, driveways, and parking spaces of grass clippings or leaves on mowing days.
6. Contractor is responsible for maintaining all equipment necessary to perform the contracted work.
7. Contractor shall supply all insurance, labor and equipment necessary to perform the contracted work.

Turf-Grass Maintenance:

1. All turf areas shall be mowed and edged weekly, weather and all other conditions permitted. Contractor will remove all grass clippings and disposed of them off site.
2. Contractor will clean all grass clippings off the sidewalks, driveways and parking spaces on mowing day.
3. The mowing height of the turf areas will be set according to the climatic conditions and the variety of the grass. Contractor will ensure that the grass areas will not be scalped nor let excessive growth occur. Both procedures are dangerous to healthy plant growth.

Ground Cover Maintenance:

1. Contractor will edge, trim and weed all ground cover areas as necessary to maintain a neat appearance and promote healthy growth.
2. Contractor will ensure that each variety ground cover receives adequate water to enable the best growth possible.
3. All ground cover areas to be fertilized 2 times per year on approval.

Tree and Shrub Maintenance:

1. Contractor shall inform the Owner of insect or disease infestations of trees and shrubs immediately if discovered.
2. Shrubs and trees less than 10' in height shall be thinned, trimmed and pruned, as necessary to maintain a neat appearance and healthy growth.
3. All debris from the trimming of shrubs and trees shall be removed from the site on the same day as the trimming takes place.
4. Contractor will be responsible for loss of plant materials due to Contractor's negligence.

Extra Services:

1. Any item requested of Contractor, but not in the contract, will be done only upon prior authorization and will be an additional charge.
2. Contractor will furnish the Owner with a written estimate for the extra services performed and will not proceed until authorization has been received.
3. Contractor will charge \$45.00 per hour for irrigation repairs.