



Melissa Brown, PCAM <melissa@avalonweb.com>

Oops Re: LAC February Report to BOD

1 message

HOA Erna Markwith <ernamarkwith@yahoo.com>
Reply-To: HOA Erna Markwith <ernamarkwith@yahoo.com>
To: PCAM Melissa Brown <melissa@avalonweb.com>

Thu, Feb 2, 2023 at 3:11 PM

Hi Melissa,

I think I need to learn to count.

There are just eleven documents.

There was no #3 in what I sent you. I had planned to send the info about the dead branches in the Cordero trees but decided to send it just to you.

This is the correct order, but it's not a big deal.

For BOD review:

1. Notes from LAC January Meeting
2. Notes from Meeting with Medi Maldonado, City of Carlsbad, Fire Prevention Specialist II,
3. Landscape Survey
4. Notes from Meeting with Oceano Residents
5. Wall painting issues
6. Landscape enhancements approved in 2022 but not installed because of weather.
7. Trees
8. Review landscape priorities
9. Kikuyu Grass
10. Future Project Replacing Kurapia

Motion for BOD Approval

11. Abrazo Entrance - Rosemary has reached the end-of-life expectancy

With huge thanks,

Erna

760-304-4306 Phone

(Seven Days a Week, 8:00 A.M. - 5:00 P.M.)

760-579-1924 Text

LA COSTA RIDGE LANDSCAPE ADVISORY COMMITTEE MEETING NOTES

JANUARY 20, 1:00 P.M.

Location: Rosaleen's Home

In Attendance

Rosaleen Derington, Nahid McCormick, Michael Chobotov, Govind Shah, Erna Markwith

Discussion

- Recap of meeting with Medi Maldonado, City of Carlsbad, Fire Prevention Specialist II, on January 19, 2023. See notes.
- The committee reaffirmed the landscape enhancement priorities:
 - Fire Suppression ~ **Ongoing**
 - The El Fuerte entrance ~ Being handled by **BOD**
 - The bare slopes on Corintia inside the El Fuerte entrance ~ **Completed**
 - The corners of Corintia, Oceano, and Tamarindo ~ BOD **Approved on 12-14-22**, not implemented because of the weather.
 - The Abrazo entrance ~ See bid below. LAC recommends it as the **first 2023 project**.
 - The bare spots along Abrazo, inside the gate.
 - The hillside on the north side of Corintia inside the Melrose entrance.
 - The bare spots along the remainder of Corintia.
 - Bare spots on the cul de sac streets.
 - The hillside behind the homes on Oceano ~ Meet with Homeowners to propose transplanting agave for no charge.
 - Pathways in Carex in the parkways in front of homes.
 - LAC doesn't recommend Kikuyu for pathways. as it can look scruffy, be yellow, and is too invasive for pathways.
 - BrightView recommends four-foot concrete pathways – **Melissa is getting bids**
- Landscape Replacement is dependent upon the priorities above.
 - \$1,040.00 per month (\$12,480.00 for 2023) from the operating budget and
 - \$16,365 from our reserves
 - Remove dying rosemary and plant white roses at Paseo Abrazo entry \$18.00 EACH - 5 gal. 8.00 HOUR removal of existing rosemary
 - Installing turf Corte Aliso Replacing Kurapia with tall fescue 1.00 EACH 220' of tall fescue sod 16.00 HOUR Removal of Kurapia grass and instillation of tall fescue 1.00 EACH Equipment Sod Cutter Service Line. Total \$2,136.21
- The Committee agreed with the BOD changes to the LAC Charter
- Native Trees – See Report.
- The Committee finalized their suggestions for improvements to the Landscape Maintenance Contract to go out for bid. BrightView is the LAC's first choice if it is willing to accept the contract.

Landscaping Progress:

- The BOD approved pruning the La Costa Ridge trees.
 - All dead trees will be removed, including the dying Italian Cypress at the El Fuerte entrance.
 - Lower limbs will be removed to allow at least 15 feet of clearance.
 - Trimming is scheduled for February 13 through 22.
- dead material has been removed. Good job! Monitoring to determine if lantana will recover in the Spring
- The lantana is in a semi-dormant state. It will improve when the days are longer and it is warmer.
- The yellowing tree on Cordero is improving.
- To keep the turf green BV recommends overseeding between August and October 2023 and having Aguilar or PlantTek give it heavy treatment in the fall.
Requested a bid for reseeding from BrightView. See PlantTek bid.
- BrightView is still working on some problems areas:
 - Removal of dead plant material.
 - Bare spots in the turf.
 - Yellow Carex
 - Weeds **See PlantTek bid for treating weeds.**

Committee Action Items

- Complete Zone Reports by the last Saturday of each month.

Announcements:

- The next regular meeting will be at 1:00 on Friday, February 17, 2023.
- Zone Reports should be sent to Erna on or before January 28.2023.

January 19, 2023 Meeting
Medi Maldonado, Fire Prevention Specialist II, City of Carlsbad
Follow-up Notes

Home Hardening

Medi Maldonado explained the importance of home hardening.

Embers are responsible for most damage during wildfires.

To keep a home safe from embers:

- Trees catch and extinguish embers.
 - ◆ Oak trees are excellent with thick bark and leathery leaves
 - ◆ Pines also provide protection
 - Medi shared a photo of the 2018 Camp Fire in Paradise.
 - The homes were not hardened and were burnt to the ground but the surrounding pine forest survived.
 - The homes did not have Class A roofs, enclosed eaves, fire-resistive vents, or non-combustible siding.
- La Costa Ridge homes have Class A fire-protective roofs.
- Remove dead vegetation
- Keep chimneys, roofs, and gutters clear
- Remove anything combustible within five feet of the house.
- Enclose open eaves
- Install fire-resistive vents.

Self-closing vents

The State Fire Marshal's office approves two different vent companies.

- https://www.vulcanvent.com/?matchtype=e&network=g&device=c&keyword=vulcan%20vents&campaign=6527078306&adgroup=79815079833&gclid=Cj0KCQiA_bieBhDSARIsADU4zLfWu4AOZs8p-lAf3Pi5oM5_8P8vJySFk1IldT4GrAEvrqBZkzxt95QaAmA5EALw_wcB
- <https://www.embersout.com/>

FireWise USA:

Medi Maldonado is working with the California State liaison for more information on how to designate La Costa Ridge HOA as a FireWise community.

Shelter in Place:

The fire inspector who manages Rancho Santa Fe's wildfire prevention program shared, "Shelter in Place is a community design guideline based on the original WUI guidelines and other wildfire resilience features and theories based on the Cedar and Witch Creek fire disasters. The concept and design of

these communities, coupled with planning and maintenance, can significantly increase the chances of community wildfire survival.

The Bridges, The Crosby, Cielo, 4S Ranch, and The Lakes are SHELTER-IN-PLACE communities. Every home was built to certain standards that, when maintained, greatly increase the chances that homes will survive a wildfire. If evacuation orders are issued for a shelter-in-place community, it is still best to evacuate and evacuate early. That is still the safest scenario for residents and emergency personnel.

<https://www.rsf-fire.org/shelter-in-place/>

Every residential structure must have an automatic fire sprinkler system. The Shelter in Place Fire Departments will fine (\$100 to \$2,500 per occurrence) individual homeowners that fail to comply with their standards. \$1,000 is assessed for any fireworks violation.

The Rancho Santa Fe Fire Protection District requires every resident to submit landscaping and fuel modification plans to the district for approval with three sets of plans, preferably by a licensed landscape architect. The plans must show the fuel modification zones with a general description of each zone's requirements, a description of existing vegetation, and irrigated areas, with a plant legend with both botanical and common names. A landscape inspection by the fire district is required.

Codes:

Government Code 51182 is specific to Local agencies and counties not part of the Department of Forestry and Fire Protection Jurisdiction.

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=1.&title=5.&part=1.&chapter=1.&article=1.

Public Resource Code 4291 is used for unincorporated areas. This specific division of the code is to guide the Department of Forestry and Fire Protection (Cal-Fire)

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PRC&division=4.&title=&part=1.&chapter=1.&article=

The word "department" in both codes refers to the appropriate area per California legislation.

Rancho La Costa Preserve:

Rosanne Humphrey, a biologist, is the City of Carlsbad Habitat Management Program Coordinator, The Habitat Management Plan (HMP) is part of a regional planning effort to create an interconnected system of open space lands to function at the ecosystem level.

The HMP is to protect rare and endangered plant and animal species and their habitats. It includes the preservation of larger blocks of habitat that are connected by wildlife movement corridors and habitat linkages.

Ms. Humphrey advised that it might be possible to remove, at the expense of the HOA, invasive species and dead material from the preserve outside specifically protected areas. The work would have to be done by an approved contractor after a bird survey by the HMP coordinator. Nothing in the preserve can be disturbed from February through August during the bird breeding season. If the work is authorized by the habitat manager and the city, Ms. Humphrey recommends the work be done in noncontiguous sections to disturb the preserve as little as possible.

January Landscape Maintenance Report

Nice job keeping the areas around the trees clear of growth and cleaning the trash and leaves on Montecillo and Cordero. [NM]

Nice job clearing and relocating agave in Dolcetto. [EM]

There are just a few locations that continue to need attention. [NM]

Ongoing Issues:

How can the grass at the corner in front of 3200 Sitio Montecillo be improved? [NM]



Please remove the dead rosemary at Sitio Montecillo and Sitio Cordero. [NM]





Melissa, are the dead branches on two trees in front of 6928 and 6937 on Sitio Cordero on the tree trimming list for February? [NM]



Can the irrigation water be adjusted to prevent overspray on the sidewalk? [NM]



This is the southwest corner of Corintia and Corte Pacifica. Please trim the dead leaves at the bottom of the plants throughout the community. [NN]



As the agave is thinned and removed throughout the community, please spread it out on the barren hillside behind 3207, and 3211 Oceano. Thank you. [GS]



Don't forget to keep the culverts free of debris. [EM]



Melissa and BOD, the homeowner vines that were trailing over the community walls at 3200 and 3201 Corintia were cut off and killed when the walls were previously painted. They are trailing over again. The LAC feels that the walls are in good shape and the vines are attractive. Perhaps it would be better not to paint them again now. [GS]



Please continue to remove weeds and dead material.[EM]



The fire hazard mitigation zones need attention. Please remove all debris. The woody volunteer inside the echium shown in the photos below has grown in the past 60 days. The debris in November has not been removed. [EM] 1/28/23 The dead debris is still there and the woody volunteer has grown larger. Please have it removed from the echium, Pride of Madeira.



Photo in November



Photo in December



Photo in January



What can you do to improve the vinca minor? 1/28/23 No change, Rosaleen D

Hopefully, the lantana will recover when the weather is warmer. Can anything be done now? 1/28/23, dead material has been removed. Good job! Monitoring to determine if lantana will recover in the Spring. Owner Rosaleen D



The stone walls at the Abrazo entrance still needs to be cleaned. 1/28/23 Owner Rosaleden D



Meeting with Oceano Residents

Hillside Behind Homes on the Southside of Oceano

Attending:

Ron and Rosemary Lieberman, 3203 Oceano,

Prem and Dev Sharma, 3207 Oceano

Carl Volinski, 3211 Oceano

Sigrid Tehrani, Welcome Committee

Govind Shaw, LAC Advisory Committee

Erna Markwith, LAC Advisory Committee

Discussion:

The homeowners explained that the upslope behind their homes is barren and dirt slides down into their yards. The view of this area is prominent in their backyards.

The hillside currently looks like this:



The homeowners would like to have colorful plants, flowers, and trees planted on the slope.

When the residents purchased their homes, the hillside was covered with plants and trees.



Issues:

The La Costa Ridge landscape budget is limited.

Landscape Priorities: The LAC has prioritized projects in a hierarchy. The worst areas, that affect most homeowners, are first. The two corners on Oceano were approved for upgrades in 2022 and will be completed when the weather permits.

Suggestion

BrightView does not currently charge to transplant agave that is thinned throughout the community. Perhaps some pups could be interspersed onto this hillside.

Agreement

The homeowners would like to have agave installed behind 3203, 3207, and 3211 Oceano, as it becomes available. When there is an additional budget, the LAC will remember to consider this hillside project.

Wall Painting Issues

The HOA utility cutout walls on Tamarindo near Corintia need to be painted.



The homeowner vines that were trailing over the community walls at 3200 and 3201 Corintia were cut off and killed when the walls were previously painted. They are trailing over again. The LAC feels that the walls are in good shape and the vines are attractive. Perhaps it would be better not to paint these walls again now. [GS]





Benefits Of Trees

Katestrees.org

Trees give us **shade, beauty, clean air, places to gather, memories**, and much more.

- Trees are affordable, amazing, and highly visible ways to cool neighborhoods and take local climate action.
- Trees provide wildlife habitat, clean the air, reduce erosion and retain stormwater, enhance local businesses, and offer many co-benefits.
- They can be your “comfort shade tree” in a pandemic or heat wave.

The Tree People

1. Trees cool the streets and the city.
2. Trees clean the air.
3. Trees add unity.
4. Trees block things including water reservoirs
5. Trees provide oxygen.
6. Trees conserve energy.
7. Trees save water.
8. Trees help prevent water pollution.
9. Trees help prevent soil erosion.
10. Trees combat climate change.
11. Trees shield ultra-violet rays.
12. Trees increase property values.

[i-Tree Design \(itreetools.org\)](http://itreetools.org) Reduce Carbon Dioxide

1. This year, your selected trees will reduce atmospheric carbon dioxide (CO₂) by 3,104 pounds.
2. To date, it is estimated to have stored 68,185 pounds of the CO₂ equivalent of carbon. How significant is this number? Most car owners of an "average" car (mid-sized sedan) drive 12,000 miles (19,312 kilometers) generating about 11,000 pounds (4,990 kilograms) of carbon dioxide (CO₂) every year. A flight from New York to Los Angeles adds 1,400 pounds (635 kilograms) of CO₂ per passenger.
3. Trees can have an impact by reducing atmospheric carbon in two primary ways
 - a. They sequester ("lock up") CO₂ in their roots, trunks, stems, and leaves while they grow.
 - b. Trees near buildings can reduce heating and air conditioning demands, thereby reducing emissions associated with power production.
 - c. Four trees reduce atmospheric carbon dioxide (CO₂) by 3,104 pounds. To date, it is estimated to have stored 68,185 pounds of the CO₂ equivalent of carbon.

- i. How significant is this number? Most car owners of an "average" car (mid-sized sedan) drive 12,000 miles (19,312 kilometers) generating about 11,000 pounds (4,990 kilograms) of carbon dioxide (CO₂) every year. A flight from New York to Los Angeles adds 1,400 pounds (635 kilograms) of CO₂ per passenger. Trees can have an impact by reducing atmospheric carbon in two primary ways (see figure at left):

Trees Protect Homes <https://greenneighborchallenge.org/SaveEnergy/92009>

1. A home is often "more ignitable than the vegetation surrounding it."
2. Michelle Steinberg, director of the National Fire Prevention Agency's (NFPA) Wildfire Division, describes a common sight after wildfires in urban areas:
 - a. smoking holes in the ground where houses once stood, surrounded by green trees.
 - b. Steinberg explains that wildfire doesn't simply march across a landscape incinerating everything in its path.
3. When it crosses the wilderness-urban divide and becomes what scientists describe as an "urban conflagration," manmade structures act as kindling.
4. Houses are inevitably filled with flammable materials (carpets, shades, furniture) so if embers have the potential to blow inside, virtually *no* home is safe.

<https://www.formlainc.com/resources/catch-fire-with-trees/>

1. Landscapes can speed up or slow fire travel to our homes.
2. We are accustomed to thinking of trees as sources of fire danger. In some cases, it's true. Palms form fire-bombs. Cypress and Eucalyptus trees also pose dangers, as will any tree that connects to your roof or eaves. Yet, the right trees, smartly planted in the right place can protect our homes.
3. Most homes ignite from flying embers collecting where they can build heat to ignite a home. Trees act as goalies, catching embers before they reach your home.
4. Great fire catchers:
 - **California Sycamore**: Sycamore's thick hardwood trunks are known to resist fire, and their large, catcher's mitt-sized leaves comprise expansive canopies.
 - **Oak Trees**: An Oak canopy, dense with small, leathery leaves, is ideal for catching embers. At full size, just one oak may effectively protect a full side of a home. It is also a great shade provider!

https://depts.washington.edu/hhwb/Thm_SafeStreets.html

1. Trees slow traffic.
2. Trees reduce stress.
3. Shade from trees increases the life expectancy of street pavement.

<https://greenneighborchallenge.org/SaveEnergy/92009>

The greenest energy is the energy you don't use... and often the cheapest too!

Landscape Priorities

The committee reaffirmed the landscape enhancement priorities on January 20, 2023

1. Fire Suppression ~ Ongoing
2. The El Fuerte entrance ~ Being handled by BOD.
3. The bare slopes on Corinita inside the El Fuerte entrance ~ Completed
4. The corners of Corintia, Oceano, and Tamarindo ~ BOD Approved on 12-14-22, not implemented because of the weather.
5. The Abrazo entrance ~ See bid below. LAC recommends it as the first 2023 project.
6. The bare spots along Abrazo, inside the gate.
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11. Pathways in Carex in the parkways in front of homes.
 - LAC doesn't recommend Kikuyu for pathways. as it can look scruffy, be yellow, and is too invasive for pathways.
 - BrightView recommends four-foot concrete pathways – Melissa is getting bids.

Kikuyugrass — *Pennisetum clandestinum*

Qualities

Kikuyugrass is a warm-season grass that spreads quickly and thrives in areas with moderate temperatures. It can tolerate heat and will do well under relatively shady conditions. Because of its extremely vigorous growth habit, it is considered to be a weed in coastal and some inland areas of California. It is seldom established as a desired turfgrass. It has a low disease incidence and is susceptible to cold.

Identification

A coarse-textured, light green grass, sometimes mistaken for St. Augustine grass. The leaves are folded in the bud, the ligule is a fringe of hairs, and there are no auricles. It has slightly flattened, hairy leaf sheaths and tapering leaf blades with files of hairs. Kikuyugrass spreads by its thick rhizomes and vigorous stolons.

Other Issues

Kikuyugrass has a low tolerance for cold temperatures. It has a tendency to "scalp" when mowed short.

Recommendation

Although Kikuyu is invading the La Costa Ridge parkway turf, the LAC does not recommend its removal. The roots are deep.

It's expensive to remove, \$5,500 per quarter.

It is very invasive. The need for removal will persist and be continually ongoing.

If it's removed the area would need planting.

Kurapia

The bid to plant sod on Corte Aliso is \$2,136.21. This enhancement only affects four homeowners. The LAC recommends waiting until additional funds are available for this project.

Proposal for Extra Work at La Costa Ridge Community Assoc

January 19, 2023

c/o Avalon Management AP Dept PO Box 4579 - Dept .104 6887 El Fuerte St. La Costa Ridge Community Assoc Melissa Brown Billing Address

To La Costa Ridge Community Assoc Contact Project Description

Project Name installing turf Corte Aliso Replacing Kurapia with tall fescue

Scope of Work QTY UoM/Size Material/Description

- 1.0 EACH 220' of tall fescue sod 16.00 HOUR
- 2.0 Removal of Kurapia grass and instillation of tall fescue
- 3.0 1.00 EACH Equipment Sod Cutter Service Line
- 4.0 Total Price \$2,136.21
- 5.0 THIS IS NOT AN INVOICE , Vista, CA 92081 ph. (760) 5987065 fax
- 6.0 This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President

Proposal for Extra Work at La Costa Ridge Community Assoc

Property Name	La Costa Ridge Community Assoc	Contact	Melissa Brown
Property Address	6887 El Fuerte St. Carlsbad, CA 92009	To	La Costa Ridge Community Assoc
		Billing Address	c/o Avalon Management AP Dept PO Box 4579 - Dept .104 Houston, TX 77210-4579

Project Name installing turf Corte Aliso

Project Description Replacing Kurapia with tall fescue

Scope of Work

QTY	UoM/Size	Material/Description
1.00	EACH	220' of tall fescue sod
16.00	HOURL	Removal of Kurapia grass and instillation of tall fescue
1.00	EACH	Equipment Sod Cutter

For internal use only

SO# 8020226

JOB# 473600058

Service Line 130

Total Price \$2,136.21

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
, Vista, CA 92081 ph. (760) 5987065 fax

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

- Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

- Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Proerty Manager

Signature _____ Title _____

Melissa Brown
Printed Name _____

Date _____

January 19, 2023

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature _____ Title _____

Mario Cornejo
Printed Name _____

Date _____

January 19, 2023

Job #: 473600058

SO #: 8020226

Proposed Price: \$2,136.21

Abrazo Entry

The rosemary has reached the end of its life expectancy at the Abrazo entrance.

The LAC recommends replacing the dead material with white iceberg roses.

The appearance of the entrance will be similar to the Melrose entrance.

Proposal for Extra Work at La Costa Ridge Community Assoc January 19, 2023

Description Project Name: Removing rosemary and planting white roses at Paseo Abrazo entry

Scope of Work Size Material/Description 18.00 EACH - 5 gal. White rose

8.00 HOUR Removal of existing rosemary Total Price \$1,510.



The LAC recommends using the landscape reserve for this replacement.

Proposal for Extra Work at La Costa Ridge Community Assoc

Property Name	La Costa Ridge Community Assoc	Contact	Melissa Brown
Property Address	6887 El Fuerte St. Carlsbad, CA 92009	To	La Costa Ridge Community Assoc
		Billing Address	c/o Avalon Management AP Dept PO Box 4579 - Dept .104 Houston, TX 77210-4579

Project Name removing rosemary and planting white roses

Project Description planting white roses at Paseo Abrazo entry

Scope of Work

QTY	UoM/Size	Material/Description
18.00	EACH	- 5 gal. White roses planted
8.00	HOURL	Removal of existing rosemary

For internal use only

SO# 8020234
JOB# 473600058
Service Line 130

Total Price \$1,509.17

THIS IS NOT AN INVOICE

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, Vista, CA 92081 ph. (760) 5987065 fax

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible for damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager

Signature _____ Title _____

Melissa Brown
Printed Name _____

Date _____

January 19, 2023

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature _____ Title _____

Mario Cornejo
Printed Name _____

Date _____

January 19, 2023

Job #: 473600058

SO #: 8020234

Proposed Price: \$1,509.17