

HIDDEN CREEK RESIDENTS ASSOCIATION

<p>GENERAL PROVISIONS BID SPECIFICATIONS PROVIDED FOR DISCUSSION ONLY OF WHAT SHOULD BE IN CONSIDERED IN WRITING YOUR OWN!</p>

Unless otherwise stated in these Contract Documents or deemed inapplicable by the Board, the General Provisions of the State of Nevada Standard Specifications are hereby incorporated with the following General Provisions.

SECTION 1. DEFINITIONS AND TERMS

As used in these Contract Documents unless the context otherwise requires, the following terms have the meanings indicated:

Addendum: Are written or graphic instruments, clarifications or corrections, issued prior to the execution of the contract, which modify or interpret the Contract Documents.

Association: Hidden Creek Residents Association

Association Representative: Resident who has been named by the Board of Directors to inspect.

Bidder: Any individual, partnership or corporation submitting a Bid Proposal for the work described in the Contract Documents.

Board of Directors: The elected directors of the Hidden Creek Residents' Association who have the ultimate responsibility for all contracts and decisions.

Contract Documents: Includes the Letter to Bidders, the Bid Specifications, the Contract, the Bid Proposal, Customer References, and all Addenda:

Contractor: Any individual, partnership or corporation that has entered into a Contract with the Association to perform the work described in the Contract Documents.

Landscaping Committee Chairperson: The key individual on the Landscape Committee who has been designated as the person to work with the managing agent and/or the contractor (*in an emergency*).

Managing Agent: Any current management company under contract to provide managing services to the Association.

Specifications: This document which specifies the details, the scope of work unique to Hidden Creek and the normal routine work to be performed during the course of the contract.

Subcontractor: Any individual, partnership or corporation that has contracted with the Contractor to provide labor, equipment and/or materials described in the Contract Documents which is an amount in excess of one-half of one (1) percent of the Contractor's total bid.

Work: Material, equipment and labor to be provided to Hidden Creek by Contractor as defined by the Contract Documents.

SECTION 2. SCOPE OF WORK

In case of conflicting portions in any of the Contract Documents, the contract specifications shall prevail.

Work To Be Done. The work consists of furnishing all labor, methods, tools, and equipment which are necessary to accomplish the work designated in the contract.

Alterations. The Owner reserves the right to increase or to decrease the quantity of any item or portion of the work as may be deemed necessary or advisable by the Contract Officer.

Extra Work. New and unforeseen items of work will be classed as extra work when they cannot be covered by any of the various items for which there is a price or by combination for such items.

SECTION 3. CONTROL OF WORK AND MATERIALS

Authority of Managing Agent. The Managing Agent shall decide any and all questions which may arise as to the quality and acceptability of work performed, and rate of progress of the work, all questions which arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

Conformity with Plans and Allowable Deviation. Deviations from these specifications and plans, as may be required by unforeseen event or emergencies, will be mutually determined in all cases by the Managing Agent and the Contractor.

Coordination of Plans and Specifications. These specifications, plans, contract change orders, and all supplemental documents, are integral parts of the contract, and a requirement occurring in one is as binding as though it was occurring in all. They are intended to be cooperative, to describe and to provide for a complete work.

SECTION 4. LEGAL RELATIONS AND RESPONSIBILITIES

Payroll Records and Compliance

As required under the State of Nevada Labor Codes each Contractor and subcontractor shall keep accurate payroll records as detailed by the State of Nevada.

Workers Compensation

In accordance with the provisions of Nevada Labor Codes, the Contractor's attention is directed to the requirement that in, every contractor will be required to secure the payment of compensation of his or her employees. A current certificate of insurance will be on file with the managing agent at all times.

Insurance Requirements for Contractors:

Contractor shall procure and maintain for the duration of this contract, including one year maintenance period, contract insurance against claims for injuries to persons and damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. Insurance Service Office form number GL 0002 (*ed. 1/73*) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 governing Board Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("Occurrence" from CG 0001).
- b. Insurance Services Office form number CA 0001 (*Ed. 1/78*) covering Automobile Liability, code 1 "any auto" and

endorsement CA 0025.

c. Worker's Compensation insurance as required by the Labor Code of the State of Nevada and Employers Liability Insurance.

Minimum Limits of Insurance

Contractors shall maintain limits no less than:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c. Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the labor Code of the State of Nevada and Employers' Liability limits of \$1,000,000 per accident.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Association. At the option of the Association, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Association, its officers, employees and volunteers.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

- a. The Association, its officers, employees and volunteers are to be covered as insureds as respect: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Association, its officers employees or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the Association, its officers employees and volunteers.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Association, its officers employees or volunteers.
- d. The Contractors insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Association, its officers, and volunteers for losses arising from work performed by the Contractor for the Association.

All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the Association.

Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the Association with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Association before work commences. The Association reserves the right to require current insurance policies, at any time.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein above.

SECTION 5. PROSECUTION AND PROGRESS

Pre-Contract Conference: Following award of contract, submittal of executed contract, and approval of certificates of insurance, but before start of work, a conference shall be held at a mutually agreed time and place. The conference shall be arranged by the Association and attended by the Managing Agent, Landscaping Committee Chairperson and the Contractor.

The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.

Beginning of Work

The Contractor shall be prepared to begin work within twenty (20) calendar days after "Notice of Award."

Suspension of Contract

If at any time, in the Opinion of the Board, the Contractor has failed to supply an adequate work force, adequate equipment, or has failed in any respect to execute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him, and should he neglect or refuse to provide means for a satisfactory compliance with the contract as directed by the Managing Agent, within the time specified in such case Managing Agent shall have the power to suspend the operation of the contract.

Monthly Inspection

The Managing Agent shall at all times have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the condition of the landscape.

The Managing Agent (*or Association representative*) will inspect the area of work monthly. In the event the inspection report notes a failure to satisfactorily maintain an area, the Contractor shall immediately rework the area as directed by the Managing Agent.

Correction of Unsatisfactory Work and Unauthorized Work

All unsatisfactory work shall be remedied in a manner acceptable to the Landscaping Committee Chairperson.

Any work done beyond the limits shown or established by the Association, or any extra work done without written

authorization will be considered unauthorized, and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Managing Agent of Landscaping Committee Chairperson made under the provisions of this article, the Managing Agent shall have the authority to cause unsatisfactory work to be remedied, and to deduct the costs thereof from any monies due or to become due the Contractor.

Quarterly Meetings with Landscape/Open Space Committee

The Contractor will be requested to attend quarterly Committee meetings for a period of up to two hours to discuss special projects, regular maintenance and problems. A schedule of the meetings will be given to the Contractor to enable proper planning to ensure attendance.

SECTION 6. MEASUREMENT AND PAYMENT

On the 1st day of each month, requests for payment (*invoices*) may be submitted for review. Upon review and approval by the Managing Agent, payment will be made. Requests submitted promptly as of the 1st of the month will be paid normally by the 15th of the same month.

Requests for payment (*invoices*) should contain a brief description of the work performed, detailing labor and materials, project name and any additional information required by the Managing Agent including work order numbers (*copy attached*).

HIDDEN CREEK RESIDENTS ASSOCIATION

SPECIFIC PROVISIONS BID SPECIFICATIONS

SECTION 1. GENERAL

Description of Work: The work will consist, in general, of the maintenance of the plantings and of the irrigation system in the project area.

Operation of Existing Facilities

Existing water, sanitary sewer, and storm drainage facilities and other utilities must be kept in continuous operation.

All fire hydrant and water control valves shall be kept free from obstruction and available for use at all times.

Protection of Existing Utilities and Property

Contractor shall be held responsible for any damage to existing utilities and property, both public and private, due to Contractor's work. Contractor shall repair or replace any such damaged utilities and property according to the requirements of the Managing Agent at no additional cost to the Association. Repair to existing public water facilities, including main and water service to the meter shall only be performed under the direction of County or EBMUD personnel.

Site Protection

Contractor shall be responsible for leaving the site in a safe condition each day after leaving the site. This shall include any temporary flagging, fencing and street sweeping necessary for site safety. All costs associated with this work shall be included in the prices paid for the items of work involved and no additional compensation will be made.

Noise Control

The Contractor shall comply with all noise control and noise level provisions contained in the County Codes.

Quality Control

Material and equipment to be incorporated into the Work shall be new and unused unless otherwise approved and shall bear the manufacturers' stamp or marking. In case a reference is not clear as to which of several available grades is desired, the highest quality material shall be used.

Where articles or materials are specified by brand or trade name, alternate materials or articles equal to those specified may be approved provided the request for approval is in writing accompanied by supporting data, in ample time to permit investigations without delaying the work. Unless substitutions are approved, no deviation from the standards will be approved.

All Work will be done by persons experienced in the specific work, under competent supervision and in a manner to the Association's complete satisfaction.

Any materials used for improvements or maintenance must meet current codes and specifications or they will be considered defective materials.

Timely Execution and Completion of Work Requests

Contractor shall complete all work requests (*Work Orders or Service Requests*) or approved additional work within the following stated time lines, unless the Association or its agent receives and approves a request for additional time. Failure to complete work requests or approved additional work within the stated time line may result in financial penalties being applied. Failure to complete requests for Routine Maintenance items not performed or performed below standard, may result in a \$25 penalty per each contract item (*ie; mowing, weeding, tree tie maintenance, etc.*) cited. Should conditions exist which are beyond the Contractor's control, the Association or its agent will take these conditions into consideration.

Completion Times Routine L/S Maintenance Requests ... Within One (1) Week of Request for Service
 Routine Approved Proposals ... Within Two (2) Weeks from receipt of WO
 Emergency Requests ... Immediately (*Same day or within 24 hours*)
 (*) Unless otherwise approved in advance.

(The above time-frames start on the date the W.O or S.R.is faxed or delivered to the contractor. In the case of additional work requests, it is the responsibility of the Contractor to provide a time estimate for the work requested, if outside of those stated above. If acceptable to the Association or its' managing agent, this will become the Association's expectation for work completion. It is imperative that communication be initiated and maintained, in writing to the Manager, by the Contractor if the requested time-frames cannot be met.)

Cleanup

Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish. Contractor shall provide adequate trash receptacles to facilitate prompt removal of debris.

Wastes shall not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams, or waterways. All wastes shall be removed from the site and disposed of in a manner complying with antipollution laws.

Working Hours

Contractor shall restrict working time to those hours required by the County ordinances.

Permits and Licenses

The Contractor shall be responsible for obtaining all necessary permits on all improvements.

SECTION 2. MAINTENANCE SCHEDULE

The following table indicates the minimum frequency of work to be performed for each specific type of work in the areas identified on the attached map.

(FREQUENCY: W - Weekly, M- Monthly, TY - Twice Yearly, Y-Yearly, TM - Twice Monthly)

<u>A. TURF AREAS</u>	<u>FREQUENCY</u>
1. Leaf, Litter and Trash Removal	W
2. Weed Control	M
3. Irrigation Scheduling	M
4. Irrigation Repair Check	TM
5. Fertilize (<i>Slow Release</i>)	4 Times Annually
6. Mow	W
7. Edge	W
8. Aerify	TY
9. Verticut & Rake	Bid on request
10. Top Dress	Bid on request
11. Soil Analysis	TY

B. GROUND COVERS/VINES/HARD FESCUE

FREQUENCY

- | | |
|-----------------------------------|--|
| 1. Leaf, Litter and Trash Removal | W |
| 2. Weed Control | W |
| 3. Irrigation | M |
| 4. Irrigation Repair Check | TM |
| 5. Fertilize | TY (<i>Spring & Fall</i>) |
| 6. Pre-emergent herbicide | As Needed |
| 7. Pest/Disease Control | As Needed |
| 8. Prune/Edge | As Needed (<i>No less than every 3 mos.</i>) |
| 9. Trimming to a uniform height | Spring, Summer & Fall |

C. SHRUBS & TREES

FREQUENCY

- | | |
|--|---------------------------------|
| 1. Leaf, Litter and Trash Removal | W |
| 2. Weed Control | W |
| 3. Irrigation Scheduling | M |
| 4. Irrigation Repair Check | TM |
| 5. Fertilize - Shrubs | TY (<i>Spring & Fall</i>) |
| 6. Fertilize - Trees (<i>215 Trees</i>) | TY (<i>Spring & Fall</i>) |
| 7. Pest/Disease Control | As needed |
| 8. A. Pruning | As Needed |
| B. pruning Structural | Y |
| 9. Staking/Removal/Rebracing | As Needed |
| 10. Replacement of mulch | As Needed |
| 11. Compost/Mulch (<i>see Section 6 .. "Mulching"</i>) | Y |

D. NON-VEGETATED AREAS

FREQUENCY

- | | |
|---------------------------------------|---|
| 1. Leaf, Litter and Trash Removal | W |
| 2. Weed Control | W |
| 3. Refurbishment of bark/gorilla hair | As Needed |
| 4. Graffiti Removal | As Notified (<i>Time & Materials</i>) |
| 5. Pre-emergent herbicide | TY |
| 6. Replacement of Gorilla Hair | Y (<i>Except by Cabana 1 & 2 and entrances</i>) |

E. PAVED AREAS

FREQUENCY

(Including paths and parking lot)

- | | |
|-----------------------------------|---|
| 1. Leaf, Litter and Trash Removal | W |
| 2. Weed Control | W |
| 3. Graffiti | As Notified (<i>Time & Materials</i>) |

F. WEED ABATEMENT AREAS

FREQUENCY

- | | |
|---|----------------------------|
| 1. Hand Work Around All Fences | Y or as Required by SRVFD |
| 2. Hand Work Along All Paths
<i>(Mowed with grass catcher three (3) feet from the path on both sides with path blown to remove any remaining cut debris)</i> | TY or as Required by SRVFD |

- 3. Large Open Space Areas - Mowed
(75' above the path linking Unit I and Unit II recreational areas). Y or as Required by SRVFD
- 4. Large Open Space Areas - Disced
(Areas beyond 75' mowed areas above the path linking Unit I and Unit II recreational areas). Y or as Required by SRVFD
- 5. Area between paths and owner fences. Y or as Required by SRVFD

(Mowers utilized in all weed abatement tasks must comply with SRVFD 3" height requirement. See page Section 4 under "Natural or Open Space" for more details on weed abatement)

Stated Frequencies - Frequencies noted above are contract minimums. Landscaper is expected to inform the Association if, for example, additional applications of fertilizer are necessary in order to maintain the health and presentation of the landscaping.

Weed abatement - All extra mows/cuttings beyond the yearly contract will be at the extra mow/cutting cost.

G. SITE CONSIDERATIONS

FREQUENCY

- 1. Contractor Site Inspections
(Supervisor other than normal crews)
- 2. Fire Control
- 3. Clean V-ditches & Drain Inlets
(Cleaning is on Time and Materials Basis)

Once Per Month

As per SRVFD Specifications
Once between October 15 and October 30.
Once between December 15 and December 30 as Needed.

Inspect monthly during rainy season
Nov.-April and clean as needed.

SECTION 3. SPECIAL CONSIDERATIONS

Overall Site Inspections

Site inspections by the Association's representative (*either Managing Agent of Landscape Committee Chair*) and the Contractor's Representative may be on a monthly basis to ensure that the following overall landscape maintenance goals are met in accordance with the Greenleaf mapping Landscape Service Expectation Chart:

December of 1996 through March of 1997 - 70/80%
April through November of 1997 - 85/100%

Cost Basis for Maintaining Landscape

The cost to maintain all landscaped areas and provide weed abatement described by the specification must be based on conditions as they exist at the time of the bid (*reference map supplied with bid request*).

Liability for Plant Loss

The Contractor shall not be held responsible for plant losses due to maladies beyond the Contractors' control; this includes, but is not limited to, disease (*unless attributable to the lack of fertilization, irrigation or other maintenance*) or insect attack

(unless attributable to the lack of fertilization, irrigation or other maintenance) for which there is no legal recommended control, acts of vandalism, earthquakes, fires, unusual storms, and related events.

The association, through the Manager, is to be notified first before incurring expenses on all actions taken. Report all such conditions to the Association in writing and submit a proposal for the repair of the work. All acts of vandalism exceeding a total cost of \$100 require a repair estimate and approval prior to repair unless it is of an emergency nature.

Replacement of Plants

The Contractor shall remove dead and irreparably damaged lawn, ground cover, trees shrubs, or other plant material and replace it at the Association expense, after notifying the Association, when such death or damage is through normal attrition, or due to vandalism where the total cost is under \$100. Where the total cost exceeds \$100 the Contractor shall submit a repair estimate for approval prior to repair unless it is of an emergency nature. If the replacement is a result of the Contractor's failure to provide adequate maintenance in accordance with the provisions herein or due to insect or disease infestations that could/should have been controlled by the Contractor in the sole opinion of the Association then the Contractor will be required to replace the same at contractor's expense.

Work Not Included

- Repairs or replacement of losses and damages not covered by the contract, except as noted.
- New planting and other special services, except with Association's request or approval in writing and agreement to pay.

Exceptions

No exceptions to these specifications will be allowed unless approved in writing by the Association's Managing Agent/Board.

Areas Between Paths and Owner Fences

The "rough areas" between paths and fence lines shall be maintained in neat appearance (*mowed annually, trash removed weekly, broadleaf weeds removed weekly*) suitable to the intent of the area. Areas with mature trees shall be kept free of dead wood on the grounds. Wild grasses shall be cut and raked at least annually or as required by the SRVFD. Large broadleaf weeds shall be controlled either chemically or removed manually.

The weeds in the area between the pathways and owner fences will be hand cut with weed eaters to treat all of the weeds in the area. A mower may be used, if the cut meets the SRVF District's 3" height guidelines. The fence lines along the common areas will be hand cut with weed eaters in a direction which will not flip the cutting into the yards through the open fence slots. The proper direction will be determined to ensure flipping out back onto the common area.

Natural or Open Space

Those "natural" areas outside the areas bordered by the paths and the owner fence lines shall be weed abated at least once a year as required by the San Ramon Valley Fire District and as directed by the Board of Directors. The Association is currently requiring mowing 75 feet above the pathway from Unit I to Unit II recreational areas with discing swaths in the remaining back areas into adequate required parcels as stated in any current San Ramon Valley Fire District Ordinance. It will be the contractors responsibility to ensure that any changes to the San Ramon Valley Fire District weed abatement requirements are researched, acknowledged and followed.

Debris Control

All clippings, trimmings, cuttings, trash and rubbish associated with landscape maintenance shall be promptly removed from the site.

The property shall be toured each visit to pick up and dispose of debris such as bottles, papers, cartons and similar items to

keep the grounds neat in appearance.

Large items of debris, such as large appliances or couches, abandoned on the properties by others shall be removed to a suitable dump site by the Association or by the Contractor as Additional Cost work if approved by the Association. Please notify the Managing Agent immediately when such dumping occurs.

Sidewalks and Driveways

Collection of silt resulting from erosion, and other landscape debris, shall be removed from sidewalks, gutters and driveways.

Drainage System Maintenance

All drainage systems on the properties for purposes of rain water or irrigation water collection, whether surface swales, French drains, catch basins, dry wells, creeks, streams or underground pipes, shall be maintained in a clean condition free of debris, erosion waste, weeds or any blockage. Natural creeks and streams are not included as they are the responsibility of the County Flood Control District.

When a drainage system is blocked by debris from off the site or by erosion waste from off site major storm damage, correction will be made by the Association after prompt notification by the Contractor or considered "Additional Cost Work", as approved by the County.

Erosion Control

The Contractor shall not be responsible for structural maintenance or repair or replacement of the following: Parking areas, driveways, streets, or sidewalks except for such structural maintenance, repair or replacement resulting from damage caused by the Contractor or his agents.

Erosion resulting from failure to maintain properly rooted plant material on slopes shall be the responsibility of the Contractor to correct and accomplish necessary cleanups.

Erosion resulting from major storm damage that requires major slope reconstruction and/or installation of additional drainage facilities shall be the Association's responsibility.

Records

Written records of watering schedules, fertilization, pest control spraying, and other maintenance work shall be maintained by the Contractor. Written records describing all products and materials used during maintenance also shall be maintained by the Contractor. A copy of the record shall be provided to the Association through the Managing Agent on a monthly basis. Forms will be provided by the Managing Agent.

Approval Authority

Unless otherwise provided by specific provisions, Contractor's operations and activities pursuant to this agreement shall be subject to the approval of the Managing Agent, who shall have sole authority to grant or deny such approval on behalf of the Association where so designated in this agreement.

Pest and Disease Control

The Contractor shall provide all pest and disease controls required. The Contractor must file a yearly schedule with the Association for anticipated pest control work. This shall include herbicides, fungicides, plant growth regulators, insecticides, as well as fertilization schedules.

Apply all methods of pest and disease control in accordance with all governing regulations and with the requirements

specified on the product label.

When insect damage or any disease is suspected, an accurate identification of the pest or disease involved must be made prior to application of control measures.

The Contractor shall use the pesticide which uses the least residual that is effective for controlling a particular problem. Routine "Preventative" use of pesticides is discouraged, as it destroys natural predator-prey relationships that are beneficial to the balance of the landscape eco-system.

Contractor must Comply with the County requirements with regard to disposal of fertilizers, pest control growth regulators.

SECTION 4. IRRIGATION SYSTEM

All irrigation systems shall be checked and adjusted each Spring and periodically throughout the growing season. Contractor shall clean filter screens on pumps, back flow devices and drip systems as needed and perform repairs to the irrigation system including the back flow prevention device, replacement of valves, heads, quick couplers, filters, irrigation system pipes, risers and heads. All repairs to the irrigation system shall be made within one watering period or within two working days from observation of damage. If repairs take longer than that, the Contractor is responsible for hand watering the plant material as necessary to keep it in healthy unstressed condition.

Routine Maintenance, Repair and Replacement - Contractor shall provide routine maintenance, repair and replacement, as necessary, for all elements of the irrigation system including underground piping from the back flow prevention device to each of the irrigation heads. All repairs to the irrigation system shall be on a time and materials basis. Repairs under \$100 shall be performed during routine maintenance visits and shall not require a repair estimate. All repairs exceeding \$100 in total cost per incident, shall require submission of a repair estimate through Management for approval prior to performance of work, unless of an emergency nature.

Damages Due to Contractor - Repairs deemed the result of poor maintenance or the lack of maintenance will be absorbed by the Contractor. Any damages to the system caused by the Contractor's operations shall be repaired without charge to the Association. Repairs shall be made within one watering period or immediately upon discovery. Upon notification from the Association of damage, it shall be repaired within one watering period or within two working days whichever is shorter. Contractor shall report such damage immediately to the Association.

Repairs Due to Vandalism or Accident - It is understood that throughout the life of the project, unexpected, incidental replacement of irrigation heads and risers, quick couplers, valves and piping will be necessary due to vandalism, vehicle damage and so on. Such damages due to vandalism or accident shall be reported promptly to the Managing Agent, together with an estimate for repairs when the total cost per incident exceeds \$100. Repair or replacement of such damages are on a time and materials basis. For those situations where the total cost to repair does not exceed \$100, submission of a repair estimate is not necessary.

Repairs to Clocks, Wiring, or Other Necessary System Modifications - Faulty electrical controllers (*clocks*) shall be promptly reported to the Managing Agent, and upon approval, repairs shall be made by the Contractor at Association expense. Repairs shall be made within one watering period or within two working days, whichever is shorter. Repairs to clocks, wiring or necessary system modifications shall be the Contractor's responsibility; however, they are considered Additional Cost work. A cost estimate shall be provided to the Managing Agent and such repair shall be approved by the Managing Agent prior to initiation.

Spring Inspection - In early spring, Contractor shall check all systems for proper operation. All heads are to be adjusted as necessary for unimpeded coverage.

Controller Checks - Set and program automatic controllers for seasonal water requirements. Give Association's representative a key to controller, and instructions on how to turn off system in case of emergency.

Adjustments to the Irrigation System - The irrigation system shall be adjusted as necessary to prevent over spray onto

paved areas and run-off down the gutters. Contractor shall be specifically responsible for identifying areas of inadequate coverage, over-watering and system malfunctions and making proper adjustments or repairs. Contractor shall adjust times to provide necessary water. Multiple repeat cycles shall be utilized as needed to provide best irrigation efficiency.

Valve Boxes and Cover Lids - Maintain in good condition all automatic sprinkler valve boxes and their cover lids. This includes removal of any plant growth inside of the boxes, and removing any excessive dirt or debris from inside box so that valve is completely exposed inside of box. Standing water in the valve boxes shall be drained upon discovery.

Valves - All valves should be kept in such condition that they are able to be manually operated at the box by the air bleed pet-cock.

Height of Control Boxes - The height of all sprinkler control boxes shall be maintained at approximately one-half (1/2) inch above the surface of the surrounding grade.

Soil Probe - Moisture in soil shall be checked with a soil probe to determine moisture requirements for all plant areas.

Drip System - Adequate drip systems checks will be conducted to ensure that the drip system is working before plants and shrubs show evidence of obvious shock. The loss or damage to shrubs and plants due to the lack of adequate maintenance of the drip system will be the responsibility of the Contractor.

GreenLeaf Mapping - Landscape contractor will be responsible to respond to GreenLeaf Mapping reports and monitor water usage monthly. Landscape contractor will be responsible for excessive variations in water usage due to improper settings of irrigation clocks causing excessive watering. Landscape contractor will be responsible for ensuring that all measures are taken to minimize water usage while still providing for necessary irrigation to plant material. Landscape contractor will be responsible for providing the Association with any recommendations for improving irrigation equipment and techniques which will cause water usage to decrease while still providing for necessary irrigation to plant material.

Site inspections by the Association's representative (*either Managing Agent or Landscape Committee Chair*) and the Contractor's Representative may be on a monthly basis to ensure the following ratings are met in accordance with the Greenleaf Mapping Irrigation Supply & Demand Chart:

December of 1996 through March of 1997 - Achieve 70-80%
April through December of 1997 - Achieve 85-100%

SECTION 5. TURF

General

The Contractor shall maintain all turf areas on the site in a healthy, thriving condition by performing the following operations and other work incidental thereof:

Mowing

Upright grasses shall be mowed to a uniform height of three (3) inches in warm weather and 2 1/2 inches during the rainy season. Mower blades shall be kept sharp so as not to damage the turf. Cut all large turf areas using a rotary mower. For those areas with slopes 3 to 1 or steeper, use specialty mowers specifically designed for steep slope areas.

Edging

Turf shall be edged along borders, walls, curbs, fences, paths, rocks, etc., for neat appearance where needed. Clippings shall be removed from planting beds and walks.

Edges shall be trimmed weekly during the growing season. Clippings shall be vacuumed or blown off walks back into turf areas. Clippings shall not be blown into the streets or gutters nor

allowed to collect in drainage ways. Contractor shall be responsible for any damage caused by his operations.

Nylon line or other strip edgers shall not be used to edge ground cover areas or within two feet of any tree or shrubs. Contractor is responsible for any damage caused by this equipment.

Fertilizing

Turf areas shall be fertilized in agreement with the specific needs of the particular grass variety involved to maintain a healthy and vigorous condition. Please see Section 2 of this document for specific minimum requirements.

Weed Control

Tall Fescue and fine turf areas shall be carefully spot-treated with selective herbicides to control broadleaf weeds and weed grasses as weather and turf conditions dictate. In areas where crab grass or other weed grasses have infested the lawn, pre-emergent herbicides such as Dacthal, Balan or Betesan shall be applied for control, before crab grass germination.

Insect, Disease and Pest Control

Turf areas shall be inspected throughout the year to ensure against disease and insect infestation. If an infestation occurs, an appropriate fungicide or insecticide shall be applied and as weather and environmental conditions permit.

Watering

Turf shall be watered using automatic irrigation system equipment where it exists. Schedules for automatic systems shall be established according to seasonal needs and monitored on weekly basis throughout the year by the Contractor.

Watering shall always be done after 2:00 a.m. and before 6:00 a.m. Drip irrigation systems may be operated during the day. Water run-off across pavements and into gutters shall be avoided.

Turf will be trimmed or removed around sprinkler heads to allow proper functioning of the sprinkler.

Debris Control

The property shall be reviewed weekly to ensure that debris such as bottles, papers, cartons and similar items are disposed of to keep the grounds neat in appearance.

Aerifying

Aerify compacted turf areas to improve water penetration as needed, but no less than twice yearly.

SECTION 6. ORNAMENTATION AND GROUND COVER

General

The Contractor shall maintain all ground cover, including hard fescue areas, on the site(s) covered by this agreement in a healthy, thriving condition by performing the following operations and other work incidental thereto.

Weed Control

Eliminate weeds, including undesirable grasses such as tall fescue, nut grass, rye, etc., preferably with pre-emergent herbicides, but also with selective systemic herbicides. Hoe weeds as little as possible, since this may result in plant damage. Hand-pull weeds that are not effectively controlled by chemical herbicides.

All planting beds and graveled areas shall be kept weed free.

All debris resulting from weeding operations shall be removed from the project area on the same day that the weeding operation occurs.

All tree wells are to be kept weed and grass free for an area extending out a minimum of 2.5' from the trunk of the tree in any direction.

Ground Cover Areas

All ornamental plant material and ground covers shall be judiciously pruned maintaining the natural structure of the plant. All vegetation shall be maintained six inches away from structures and clear of all walkways. Perform edging so that ground cover "feathers back" from border of ground cover area, forming a natural appearance; do not shear or create vertical edges.

Watering

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

Dead Plant Material

The health of plant material is the responsibility of the Contractor, unless conditions prevail which are outside the control of the Contractor. Dead plant material as a direct result of poor maintenance or the lack of maintenance as defined in this contract, will be the responsibility of the contractor to replace with like kind and size, as approved by the Association.

If sections of plant material are damaged or destroyed (*due to vandalism*) where the total replacement cost exceeds \$100, such replacement shall be installed by the Contractor after notification, submission of estimate and approval by the Managing Agent. Routine repairs or replacement where total costs do not exceed \$100, do not require submission of a repair estimate.

Fertilizing

Ground cover and ornamental plants shall be fertilized as necessary to promote healthy plant growth. Please see Section 2 for minimum requirements for fertilization.

Mulching

In all planted areas where mulch currently exists in the development, the Contractor shall be responsible for maintaining the existing level of mulch.

The contractor shall also include 50 yards of mulch in the contract to be placed in those areas selected by the Association at a time to be agreed to by the Association. Once an area is mulched to a depth of 2" in a particular year, it will be the Contractor's responsibility to maintain that level of mulch. Mulching material shall be shredded redwood, clean walk-on bark or other such material as approved by the Managing Agent.

SECTION 7. TREE AND SHRUB CARE

General - Trees & Shrubs

Maintain trees and shrubs in a healthy, thriving condition by performing all necessary operations.

Watering

Plants should not be watered until a moisture check has been made of representative plants in the landscape. Use a probe or other tool to check the moisture in the root ball and the soil surrounding the root ball. Also, a need for water should dictate

the frequency of watering by an automatic or manual irrigation system.

For newly planted trees, tree wells will be maintained around all trees so as to ensure that irrigation water is contained within the root zone. These wells will be maintained until inspection by a certified arborist determines that all or specific varieties of trees have established mature root systems and are able to obtain their own water and no longer require that the wells be maintained. During the rainy season, the tree wells should be broken out to allow proper drainage.

Pruning - All Trees & Shrubs

All pruning of trees shall be performed by a certified arborist or by qualified personnel directly under the on-site supervision of a certified arborist. At no time will any tree pruning be performed without a certified arborist on-site. If pruning is performed by qualified personnel under the direct supervision of a certified arborist, all work performed will be inspected by that arborist upon completion to ensure that ISA standards have been adhered to and that industry quality of work standards have been met.

Pruning of Broadleaf Trees

Shall be pruned in conformance with ISA guidelines . Prune trees to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached, which have vertical spacing of from 18 to 48 inches and radial orientation so as not to overlay one another; to eliminate diseased or damaged growth; to eliminate narrow V-shaped branch forks that lack strength; to reduce toppling and wind damage by thinning out crowns; to maintain growth within space limitations; to maintain a natural appearance; to enhance crown with roots. The Contractor is responsible for all pruning on trees under 15'.

All pruning shall be performed by qualified professional personnel using recognized and approved methods and techniques. Excessive pruning and stubbing back will not be permitted. All pruning cuts shall be made flush. They shall be cleanly cut with no tearing of the bark. Any trees that are stubbed back or pruned improperly, such that its shape is distorted, will be replaced by the Contractor with a 24" box size tree or larger as required by Landscape Committee Chairperson. Cut back branches that are rubbing on walls, fences or buildings, and remove suckers, waterspouts and other undesirable growth on trees. All normal safety procedures shall be followed during these operations. Under no circumstances will stripping of lower branches ("*raising up*") of young trees be permitted unless requested by the Managing Agent. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to prompt caliber trunk growth (*tapered trunk*). Lower branches can be cut flush with the collar only after the tree is able to stand erect without staking or other support.

Pruning of Coniferous Trees

Shall be pruned in conformance with ISA guidelines. In general, regular pruning of conifer trees should not be necessary, by nature they have pleasing, regular forms which do not need close direction. Pruning of conifers should be performed as needed, primarily to correct growth abnormalities in young trees, to control plant density and size and to remove dead, diseased, structurally unsound or broken branches.

Conifers in general do not have latent buds along branches other than new growth. Branches and laterals that are removed will not be replaced; a branch that is stubbed will not develop new growth. To thin, cut back to a laterally-growing shoot. To increase density, pinch candle or new shoot in spring when expanding, and on each subsequent flush of growth (*some pines have several*). Never prune back into old wood.

Vertical arrangement of branches in most conifers should be adequate. Pines naturally have a whorled branching structure; cedars have a random arrangement of branches along the trunk. These natural characteristics should be encouraged and maintained.

Monitor all conifers yearly; if a double-leader develops, prune out the weaker and less shapely of the two as soon as possible. If the top breaks, thin out the whorl of branches until a new central leader develops.

Evergreen and deciduous trees shall be thinned out and shaped when necessary to prevent wind and storm damage. The primary pruning of deciduous trees shall be done during the dormant season. However, pruning is not limited to dormant season. Damaged trees or those that constitute health or safety hazards shall be pruned at any time of the year as required.. However such work shall take place only after notification of the Managing Agent or as requested by the same.

Pruning of Shrubs

The objectives of shrub pruning are the same as for trees. Shrubs shall be "natural pruned" That is, shrubs shall not be clipped into balled or boxed forms unless such is required by the design and confirmed by Management. All pruning cuts shall be made to lateral branches or buds, or flush with the trunk. "Stubbing" will not be permitted.

Dividing Perennials

After some years, dividing plants will become necessary to maintain a pleasing density and to renew plant vigor. Monitor plants yearly for clumpiness, reduced flowing, and other symptoms that indicate a need for dividing.

When directed by the Managing Agent, dig plants up, and carefully separate tubers or root masses, using a sharp knife. Prepare planting bed with fresh amendment in accordance with industry standards, rototilling to break clods, etc. Replant separated plants to fill bed area with room for expansion; discard weak, damaged and excess plants. Water thoroughly after replanting.

Specific Requirements:

Agapanthus: Divide every 5 to 6 years

Hemerocallis: Divide as necessary in early spring or late fall

Dietes: Divide in autumn as necessary.

(All work in this section shall be performed on a time and materials basis).

Staking

Remove stakes from trees and shrubs as soon as they are no longer needed. Stakes and ties shall be inspected at least twice per year to prevent girdling of trunks or branches, and to prevent rubbing that causes bark wounds and Cambium damage. Contractor shall train trees and shrubs off stakes, and adjust stakes and ties as necessary. Contractor shall be responsible for all loss and damage to trees and shrubs as a result of lack of proper maintenance of staking and ties.

Weed Control

Keep basin and areas between plants free of weeds and turf. Avoid frequent soil cultivation that destroys shallow roots.

Insect and Disease Control

Maintain a reasonable control with approved materials. Monitor trees for presence of mistletoe. Remove immediately upon discovery. Consult with County Extension Agents for recommended methods of control and prevention of resprouting.

The Contractor shall use a dormant spray oil that controls anthracnose and scale on all Sycamores at bud break and shall also cut out branches 8" - 12" from dead growth to control fire blight.

Contractor's choice of specific spraying times must be approved by the Association and will be part of the contract excluding large infestations.

Fertilization

For recently established plants, (*within a year*) fertilize, late in Spring with a soluble nitrate fertilizer. For all plants, avoid applying fertilizer to the root ball and base of main stem rather, spread under every plant to drip line. Rates will vary from about a cup of nitrate fertilizer, (*depending on nitrogen percentage*) around a newly installed small plant to about one half lb. of actual nitrogen per inch of trunk diameter. Measure trunk diameter four feet from the ground for maturer trees. (*See Section 2 for minimum fertilizing schedule*).

New Plantings

A planting guide for all trees has been attached to the contract which details how all trees and shrubs are to be planted.

HIDDEN CREEK RESIDENTS ASSOCIATION

CONTRACT

LANDSCAPE MAINTENANCE

THIS CONTRACT is made and entered into this 1st day of December, 2009 by and between Big Brothers Gardening, Inc., a Corporation (*the "Contractor"*), and Hidden Creek Residents Association, a non-profit mutual benefit Nevada Corporation (*the "Association"*).

WITNESSETH:

WHEREAS, the Association has awarded to the Contractor this contract for the maintenance of all common areas as identified in attached map.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Work to be Performed. The work will generally consist of: the maintenance of all landscaping, including trees, shrubs, ground cover, turf and the irrigation systems as described in the specifications for Landscape Maintenance. Said work is more particularly shown by the following documents on file with the Managing Agent and are incorporated herein by this reference:

The Contract Documents are as follows:

- A. This Contract;
- B. The Contractor's Proposal; on Association's form;
- C. 3rd Draft of Bid Specifications, General and Specific;
- D. Written modifications to the Contract executed by both parties, if any.
- E. Map showing bark areas for 2" maintenance of bark.
- F. Detailed Map showing types of services required in the development.
- G. Shrub & Tree planting guidelines
- H. Monthly report forms detailing actions taken which must accompany monthly bill.
- I. Monthly Specification Reports which must accompany each monthly statement for payment.

2. Contract Renewal. This Contract may be renewed only by mutual agreement between the parties involved. Each Party retains the right to not renew the agreement at the time of its annual review. This contract may be terminated by either party, with or without cause, by giving the other party sixty (60) days written notice prior to termination.

3. Compensation. The Association agrees to pay the Contractor for work actually performed at the unit prices set out in the Contractor's proposal to the Association. The quantities of work stated therein are estimates only; actual quantities will be measured for payment in accordance with the specifications.

4. Method of Payment. The Contractor will be paid in cash.

A. Monthly Normal Maintenance

B. Progress Payments on Special Projects As of the twentieth day of each month, request for progress payment listing the amount and value of work actually performed during the preceding month, or part thereof, may be submitted for review. Upon review and approval or adjustment by the Association, a progress payment will be made.

C. 10 % Retention - Special Projects. Ten percent (10%) of the amount due shall be retained by the Association as a retention. The Contractor may elect to receive 100% of payments due under the contract document from time to time, without retention from any portion of the payment by the Association by depositing securities of equivalent value with the Association in accordance with the provisions Nevada State laws. Such securities if deposited by the contractor, shall be valued by the Association, whose decision on valuation of the securities shall be final. The Association shall retain ten percent (10%) of the contract amount for thirty (30) days after advising the Managing

Agent of completion of the work.

D. Time of Payment. Statements submitted promptly (*in the hands of the Managing Agent*) as of the 1st day of each month will be paid by the 20th day of that month for normal contract service. Any special contract work will be paid within 30 days of notice of completion.

5. Incorporation of Contract Documents. This Contract expressly incorporates all terms and conditions contained in the Contract Documents. In the event there is any conflict between the terms of this Contract and those found in the Contract Documents, the terms of this Contract shall control.

6. Indemnification. Contractor agrees to indemnify, save and hold harmless from and defend the Association, members of the Association and their agents, employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or other detriment or liability arising from or out of acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Contract or any amendments thereof. Contractor shall indemnify, defend and hold Association harmless from any claim or filing of any mechanics' lien or stop notice arising out of Contractors' work under this Contract.

7. Worker's Compensation Verification. In accordance with the provisions Nevada Labor Codes, each contractor shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of the Nevada Labor Codes which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

8. Attorney's Fees. It is agreed that in the event it becomes necessary for any party hereto to employ an attorney and to file suit to enforce any of the provisions of the contract, then, in addition to any other relief or damages awarded the prevailing party, there shall be awarded reasonable attorney's fees as additional damages.

9. Independent Contractor. The Contractor is an independent contractor retained by the City to perform the work described herein. All personnel employed by the Contractor, including subcontractors, and personnel of said subcontractors, are not and shall not be determined to be employees of the Association.

10. Warranty Against Defects. Contractor hereby warrants against all defects in materials and workmanship, all work done under this contract, for a period of 12 months following Association acceptance of said work. If any defects occur within said 12 months, Contractor agrees to be solely responsible for the correction of those defects.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CONTRACTOR: _____

ASSOCIATION: Hidden Creek Residents Association

(President)

(Secretary)

HIDDEN CREEK RESIDENTS ASSOCIATION

BID PROPOSAL

LANDSCAPE MAINTENANCE

DATE: _____

Proposal of _____

(hereinafter called "Bidder") a _____
(Corporation, Partnership, or individual)

organized and existing under the laws of the State of _____
doing business as _____ to the Hidden Creek Residents Association ,
P.O. Box 555, Henderson, NV 89074 (hereinafter called "Association").

The Bidder, in compliance with your invitation for bids for the Hidden Creek Residents Association common area, having examined the Plans and Specifications and related documents and the premises of the proposed work, and being familiar with all of the conditions surrounding the maintenance of the proposed project, declares that this proposal is made without collusion with any other person, firm or corporation and agrees to maintain the project in accordance with the contract documents, within the times set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid Proposal is a part.

Bidder understands that this project is for the duration of a year, beginning December 1, 1996 and ending November 30, 1997.

It should be noted that the Association and the successful bidder shall retain the right to renew the signed Contract agreement for an additional one year period. This Contract may be renewed only by mutual agreement between the parties involved. Each party retains the right to not renew the agreement at the time of its annual review or with a 60 day notice of either party to cancel the contract. If the parties agree that the terms shall continue and provided the base amount is not increased annually, beginning on December 1, 1996, the only items that shall be subject to negotiation are the following:

- 1. Additional items of work; and
- 2. New plantings and associated maintenance.

Bidder to perform all of the work described in the Specifications and shown on the Plans for the following amounts (Contractor to insert his price for each of the below 3 items).

- 1. 10 EA. - 15-gallon size tree, price includes planting, staking, fertilizer tablets, soil amendment. _____
- 2. 30 EA. - 5-gallon shrub, price includes planting, fertilizer tablets soil amendment, _____
- 3. 30 EA. - 1-gallon size ground cover, price includes planting, fertilizer tablets, soil amendment. _____
- 4. 1 LS - Landscape Maintenance for entire area as described by these Specifications. Includes all labor, equipment tools, and incidental materials for a twelve month period. _____

If this Bid Proposal is accepted and the undersigned fails to contract as aforesaid and to give insurance certificates within ten (10) working days, not including Saturdays, Sundays and legal holidays, after the Bidder has received notice from the Association that the Contract has been awarded, the Association may, at its option, determine that the acceptance thereof shall be null and void.

Bidder understand that the Association reserves the right to reject for any reason any or all Bid Proposals and to waive any informalities in the bidding.

The Bidder agrees that this Bid Proposal shall be good and may not be modified, withdrawn or canceled for a period of sixty (60) calendar days after the date of the Association's opening of bids.

The bidder has provided 5 copies of all pages of the bid and sealed the same in a envelope marked Sealed Bids **DO NOT OPEN UNTIL AT THE BOARD MEETING** in bold letters in accordance with Nevada law.

The bidder makes the representations herein under penalty of perjury under Nevada law.

Respectfully submitted,

BY: _____

(Title)

(Business Address)

(Telephone)

NAME OF FIRM MEMBERS

_____ Date of Expiration: _____

(Nevada State of Nevada Contractor's License No.)

_____ Date of Expiration: _____

(Nevada Business License No.)

(Tax ID Number)

(Please attach a listing of current references for similar projects for Association review and verification).

Darren Welton, Account Manager
FOUR SEASONS, INC.
1064 Serpentine Lane
Pleasanton, CA 94566

Neal Hornbeck, Supervisor
PACHECO BROTHERS GARDENING, INC.
795 Sandoval Way
Hawward, CA 94540

Daniel Hadfield
CAGWIN & DOWARD
8001 Binford Road
Novata, CA 94948

Joseph P. Heinz, Assistant General Manager
DEL CONTES LANDSCAPING, INC.
4300 Bettencourt Way
Union City, CA 94587

Dieter Goodwin
BAY AREA SPRINKLER
4251 Quail Run Way
Danville, CA 94506