

1650 Linda Vista Drive San Marcos, 92078 P: 760-522-2505 F: 760-744-6670 www.brightview.com

July 8, 2022

Dear Board of Directors for Encinitas Ranch HOA,

Thank you for the opportunity to present a Tree Care Management Proposal for **Encinitas Ranch HOA 3 year**. A three-year, proactive plan addresses today's immediate tree care needs while carefully considering future work to minimize longer term, costly risks, enhance the property's value and aesthetics, and allow you to plan and spread your budget over a prolonged period of time. Following is a summary of the primary objectives we discussed:

- Improve property aesthetics while reducing tree related risk Properly managed healthy trees enhance visual appeal and property value. Using our knowledge and experience, we are making recommendations to help you manage your trees. These services may include pruning, plant health care, tree takedowns, stump grinding, and tree replacement solutions.
- **Provide clearance from structures, driveways and streets** Tree limbs contacting buildings and siding, or low limbs in parking areas can potentially cause damage to structures or vehicles.

We know that you have a choice when it comes to selecting a tree care contractor. As you consider your options, please remember what makes BrightView distinct.

- 24/7 Emergency Response
- Self-Performed Work; No Subcontractors
- Neat, Clean, Uniformed Tree Care Crews
- Company-Supplied, Regularly-Maintained Tools & Equipment
- Regularly Solicited Customer Feedback Via 3rd Party Firm
- Work Performed in Accordance with Industry Best
 Practices

- Strict, Self-Imposed Safety Standards
- Personal and Property Damage Insurance, Specifically for Tree Work
- Same Three-Person Teams Together on Every Job
- Certified Arborist or Tree Care Specialist on Every Job
- Highly-Sought Tree Care Industry Association Accreditation
- Landscape Design, Installation & Maintenance Solutions

As soon as you are ready, we can discuss this program with you or go ahead and schedule the work. Thank you for your consideration. We look forward to a long-term, mutually beneficial partnership.

Sincerely,

Jacob Langley



Jacob Langley Certified Arborist WE-9135A Qualified Tree Risk Assessor Certified Tree Care Safety Professional 760-522-2505 jacob.langley@brightview.com



BrightView Tree Care Services Branch Office #49230 1650 Linda Vista Drive San Marcos, 92078 Jacob Langley Certified Arborist WE-9135A Qualified Tree Risk Assessor Certified Tree Care Safety Professional

jacob.langley@brightview.com tel:760-522-2505

Qty 3

70

115

7

1 51

13

10

Eucalyptus Species

Gold Medallion Tree

Little Gem Magnolia

Ficus Species

Laurel Species

Liquidambar

Tree Care Service Address/Location Encinitas Ranch HOA 3 year 1315 Ravean Ct Encinitas, California 92024 Board of Directors for Encinitas Ranch HOA pcampbel@curtismanagement.com tel:858 587 9844

End Weight Reduction / Crown Clean / Clearance Prune

Crown Clean / End Weight Reduction / Clearance Prune

Clearance Prune / End Weight Reduction / Crown Clean

End Weight Reduction / Clearance Prune / Crown Clean

Crown Reduce

Structure Prune / Crown Clean

Tree Care Service Billing Address Encinitas Ranch HOA c/o Curtis Management ID#: Curtis Management 5050 Avenida Encinas Ste. 160 Carlsbad, California 92008 Patrick Campbell pcampbell@curtismanagement.com tei.885 857 9844

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Species	Objective	2023	2024	2025
Afghan Pine	Crown Clean / Clearance Prune / End Weight Reduction	\$351	\$0	\$0
Afghan Pine	Crown Clean / Clearance Prune / End Weight Reduction	\$0	\$5,040	\$0
Afghan Pine	Crown Reduce / Crown Clean	\$4,586	\$4,586	\$4,862
African Sumac	End Weight Reduction / Crown Clean / Clearance Prune	\$880	\$880	\$933
Aleppo Pine	Crown Clean / End Weight Reduction	\$858	\$858	\$909
California Pepper Tree	Clearance Prune / Crown Clean	\$369	\$369	\$391
Camphor Tree	Clearance Prune / Crown Clean	\$1,741	\$1,741	\$1,845
Canary Island Date Palm	Palm prune with sterile hand saw	\$723	\$723	\$766
Carolina Cherry	Crown Clean / Clearance Prune	\$78	\$78	\$83
Carrotwood	End Weight Reduction / Clearance Prune / Crown Clean	\$125	\$125	\$132
Chinese Elm	End Weight Reduction / Crown Reduce / Clearance Prune 2X per Year	\$9,096	\$9,096	\$9,642
Chinese Flame Tree	End Weight Reduction / Clearance Prune / Crown Clean	\$1,011	\$1,011	\$1,072
Chinese Pistache	Clearance Prune / Crown Clean	\$2,255	\$2,255	\$2,390
Crapemyrtle	End Weight Reduction / Clearance Prune / Crown Clean	\$2,484	\$2,484	\$2,633
Date Palm	Palm Prune	\$1,170	\$1,170	\$1,240
Eucalyptus Species	End Weight Reduction / Crown Clean / Clearance Prune	\$1,404	\$0	\$0

Sub-Total \$41,678 \$45,423

\$0

\$13,455

\$546

\$39

\$0

\$507

\$13,455

\$546

\$39

\$187

\$507

\$273

\$14,262

\$579

\$41

\$0

\$537

\$42.317

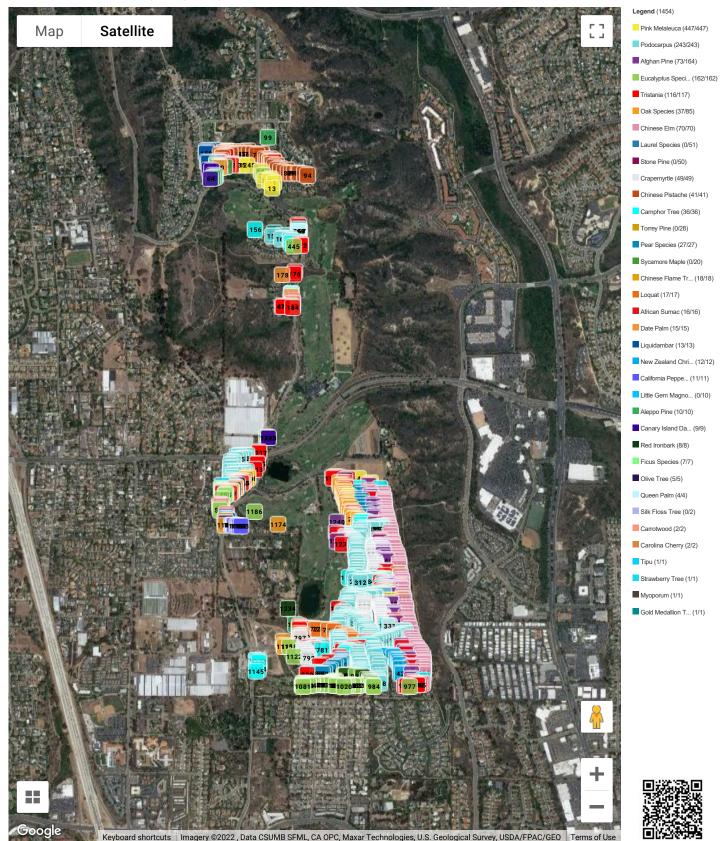
\$0



Qty	Species	Objective	2023	2024	2025
17	Loquat	Crown Clean / Clearance Prune	\$597	\$0	\$633
1	Myoporum	Crown Clean	\$40	\$0	\$43
12	New Zealand Christmas Tree	Clearance Prune / Crown Clean	\$459	\$459	\$486
6	Oak Species	Clearance Prune / Crown Clean	\$374	\$374	\$397
31	Oak Species	Clearance Prune / Crown Clean / End Weight Reduction	\$1,257	\$1,257	\$1,333
48	Oak Species	Crown Clean / Clearance Prune	\$0	\$2,621	\$0
5	Olive Tree	Clearance Prune / Crown Clean / End Weight Reduction	\$195	\$195	\$207
27	Pear Species	End Weight Reduction / Clearance Prune / Crown Clean	\$1,495	\$1,495	\$1,585
33	Pink Melaleuca	Natural, crown reduction	\$824	\$824	\$873
414	Pink Melaleuca	Natural, crown reduction	\$10,440	\$10,440	\$11,066
243	Podocarpus	Clearance Prune / Crown Clean / End Weight Reduction when needed	\$13,363	\$13,363	\$14,164
4	Queen Palm	Palm Prune	\$181	\$181	\$192
8	Red Ironbark	End Weight Reduction / Clearance Prune / Crown Clean	\$1,000	\$1,000	\$1,060
2	Silk Floss Tree	Clearance Prune / Crown Clean	\$0	\$78	\$0
50	Stone Pine	Clearance Prune / Crown Clean / Crown Raise	\$0	\$3,276	\$0
1	Strawberry Tree	Clearance Prune / Crown Clean	\$38	\$38	\$41
20	Sycamore Maple	Crown Clean / Clearance Prune	\$0	\$1,482	\$0
1	Tipu	Clearance Prune / Crown Reduce / Crown Clean	\$78	\$78	\$83
28	Torrey Pine	Clearance Prune / Crown Clean	\$0	\$0	\$2,084
116	Tristania	Crown Clean / Clearance Prune / End Weight Reduction when needed	\$5,881	\$0	\$6,234
1	Tristania	dead / Removal and Stump Grind	\$0	\$0	\$0
		Proposed Annual Investment	\$77,900	\$82,584	\$82,798

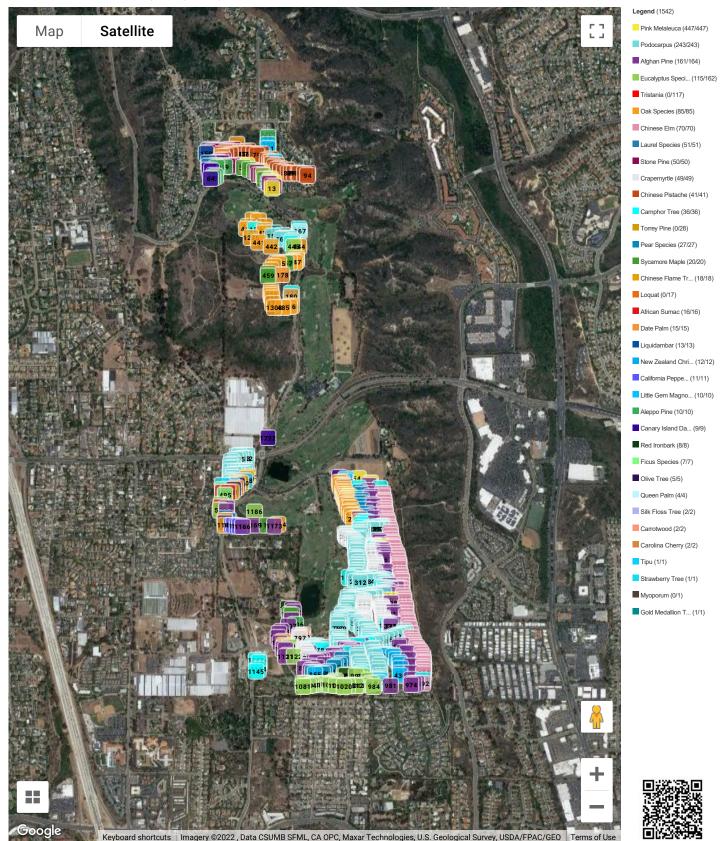


Encinitas Ranch HOA 3 year (2023)



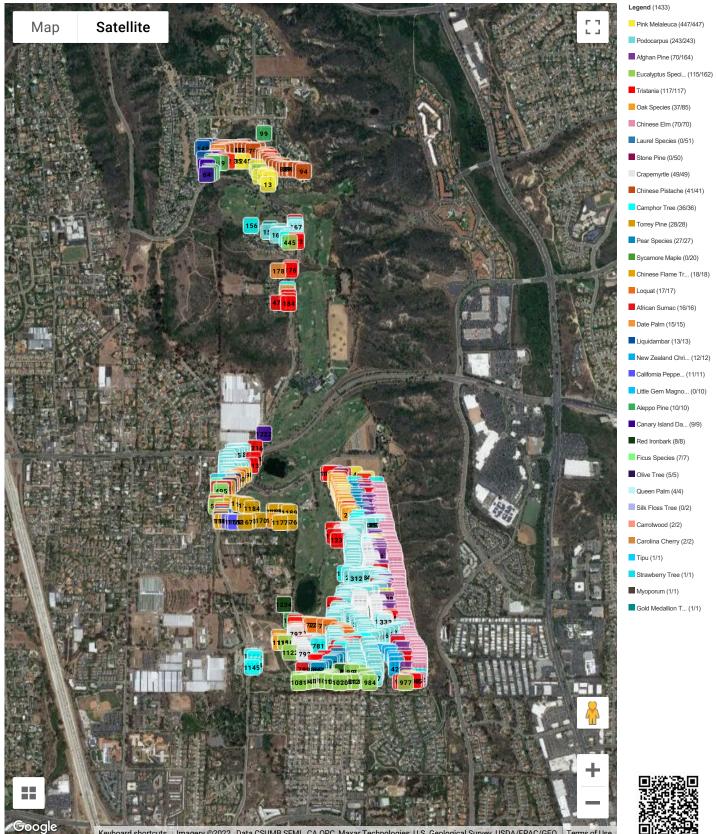


Encinitas Ranch HOA 3 year (2024)





Encinitas Ranch HOA 3 year (2025)

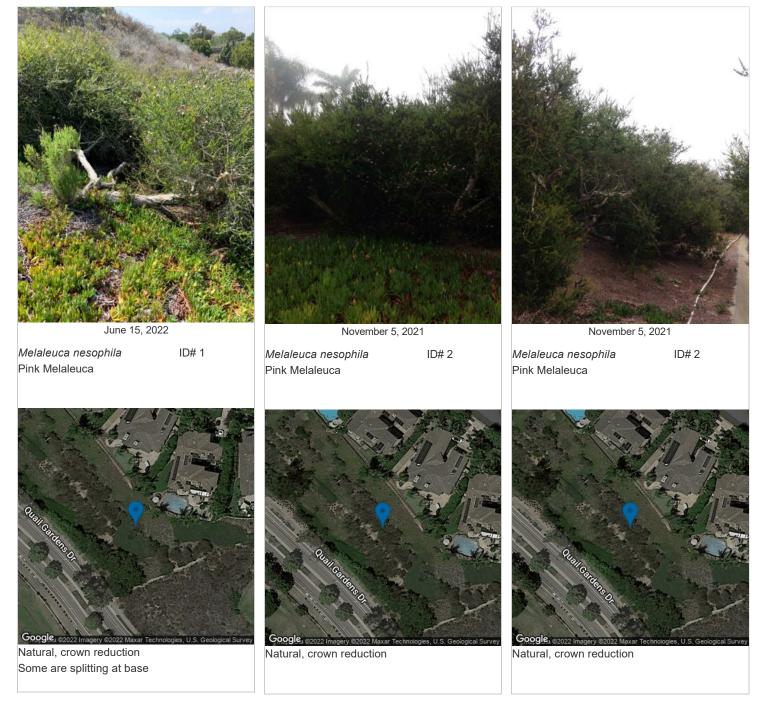


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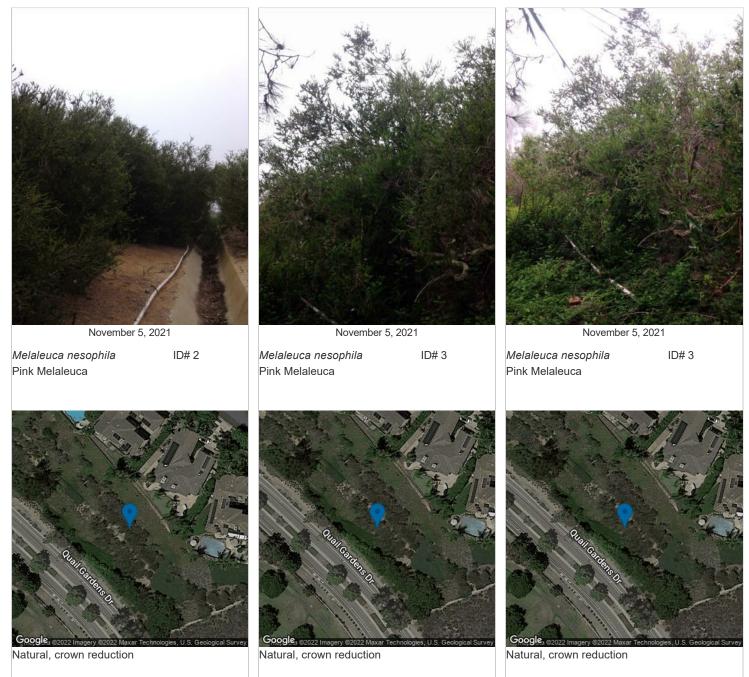




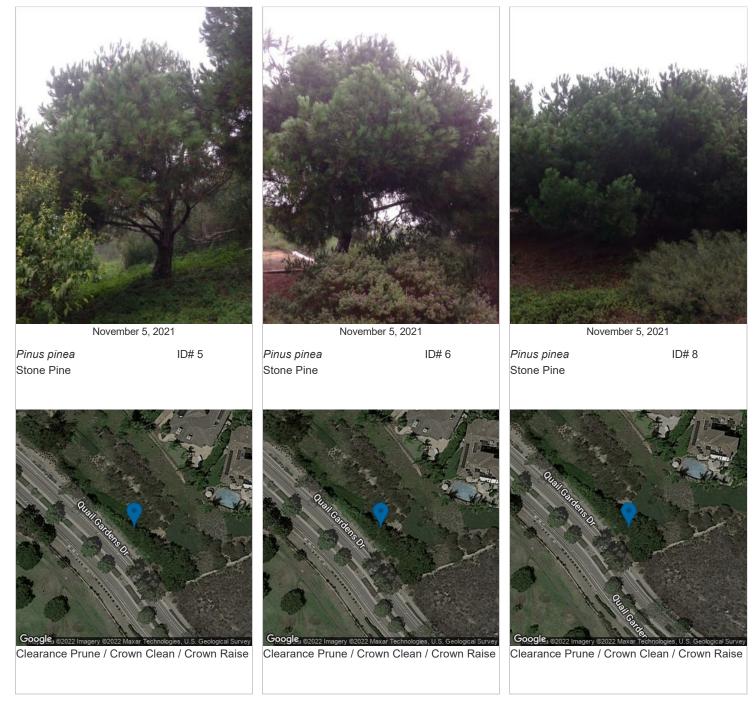




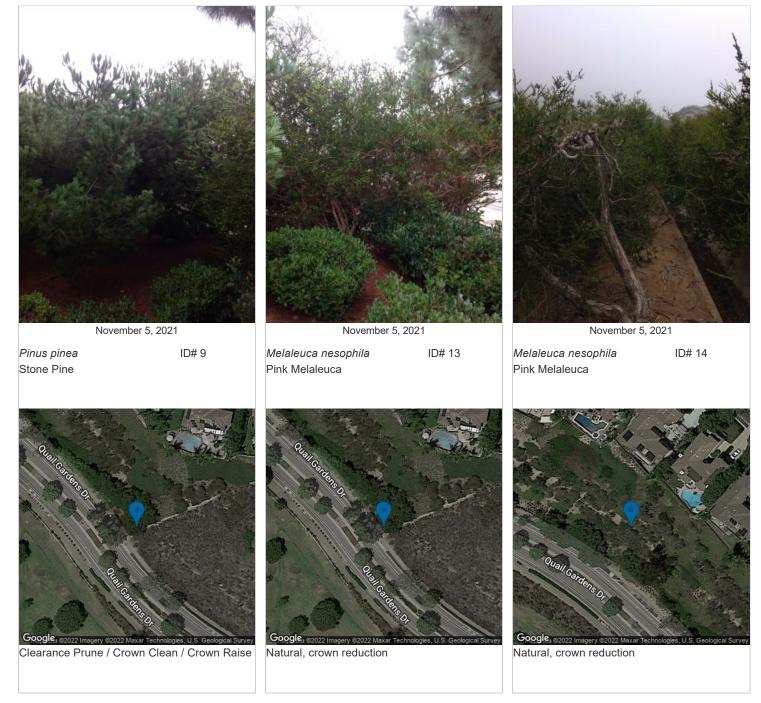
BrightView Tree Care Services



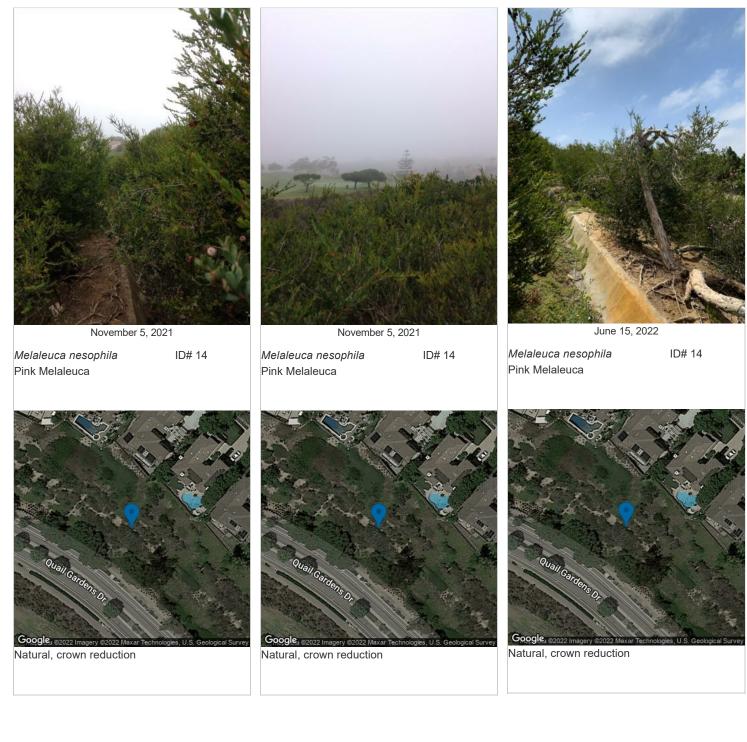








BrightView Tree Care Services



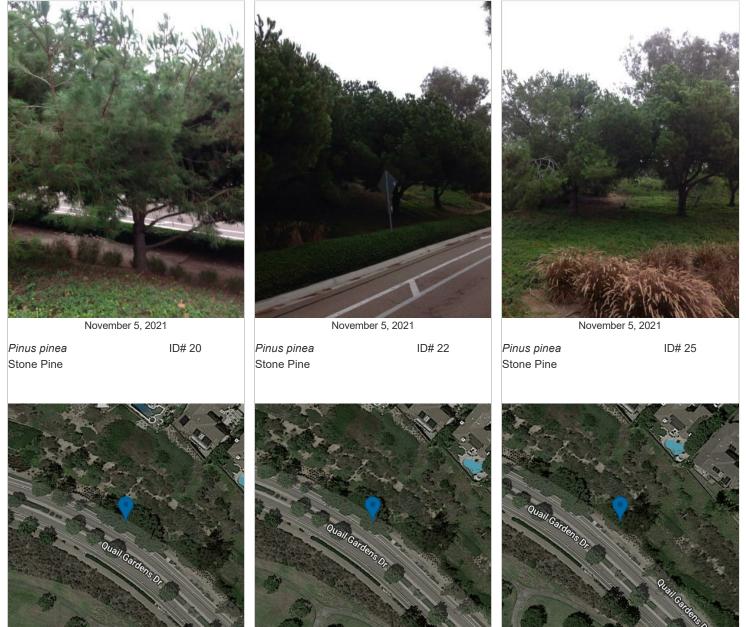




BrightView Tree Care Services

Encinitas Ranch HOA 3 year

3 Year Plan 07-08-2022



Google, ©2022 Imagery ©2022 Maxar Technologies, U.S. Geological Survey Clearance Prune / Crown Clean / Crown Raise Google, ©2022 Imagery ©2022 Maxar Technologies, U.S. Geological Survey Clearance Prune / Crown Clean / Crown Raise

Clearance Prune / Crown Clean / Crown Raise

Go



3 Year Plan 07-08-2022



November 5, 2021 Eucalyptus spp. ID# 27 Eucalyptus Species



November 5, 2021 Acer pseudoplatanus ID# 28 Sycamore Maple



June 15, 2 Acer pseudoplatanus Sycamore Maple

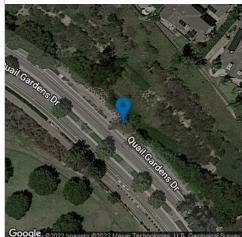
ID# 28



End Weight Reduction / Crown Clean / Clearance Prune

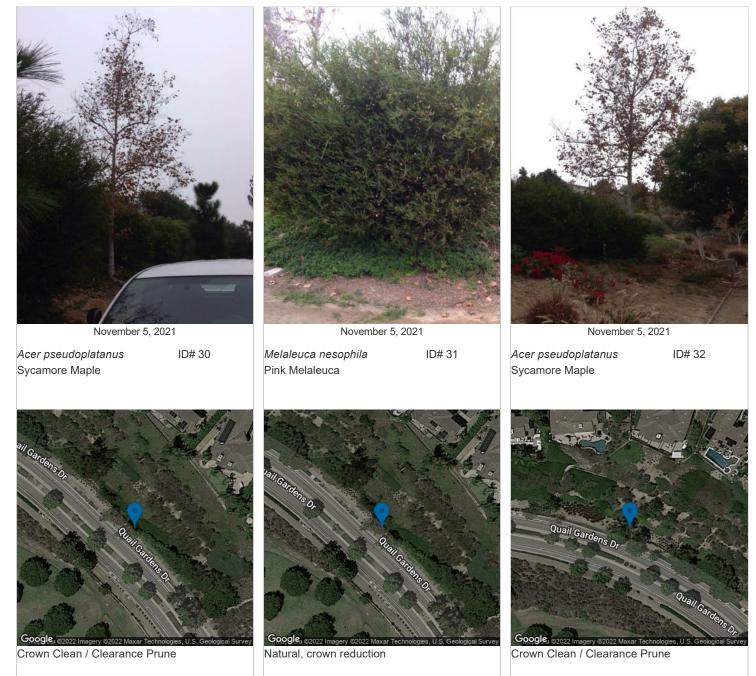


Crown Clean / Clearance Prune

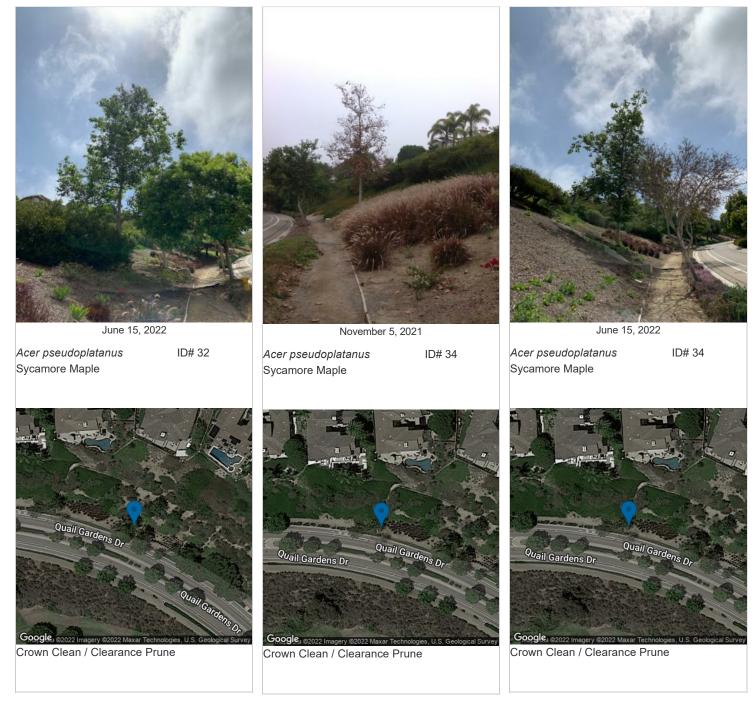


Crown Clean / Clearance Prune



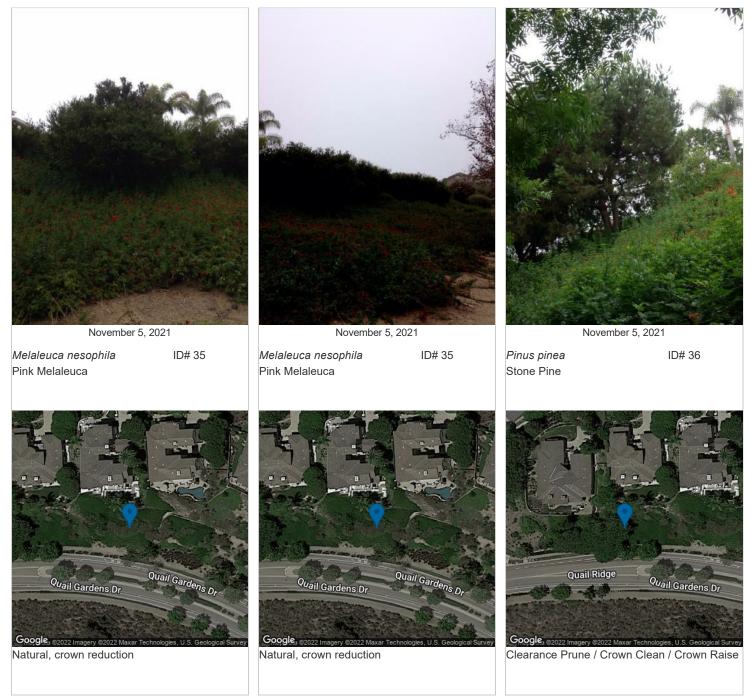




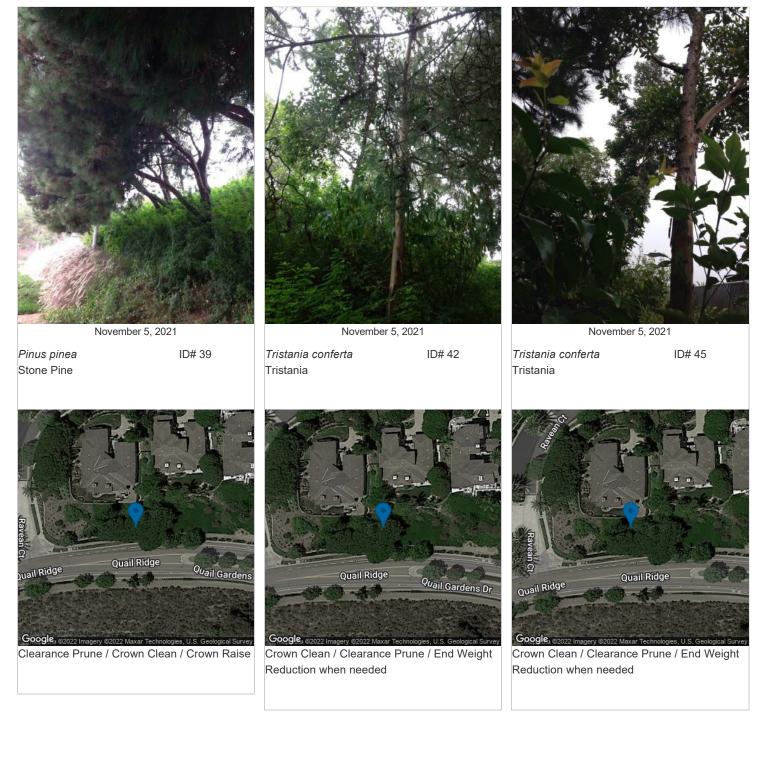


BrightView Tree Care Services

Encinitas Ranch HOA 3 year











This project has more than 40 photos. Use the following links to download more photos.

Photos 41 to 81

https://app.arbor-note.com/index.cfm/photos/121151/pdf/photos.pdf?group=409328&range=1&max=40&startIndex=40

Photos 81 to 121

https://app.arbor-note.com/index.cfm/photos/121151/pdf/photos.pdf?group=409328&range=2&max=40&startIndex=80

Photos 121 to 161

https://app.arbor-note.com/index.cfm/photos/121151/pdf/photos.pdf?group=409328&range=3&max=40&startIndex=120

Photos 161 to 201

https://app.arbor-note.com/index.cfm/photos/121151/pdf/photos.pdf?group=409328&range=4&max=40&startIndex=160

Photos 201 to 241

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Photos 241 to 281

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Photos 281 to 321

https://app.arbor-note.com/index.cfm/photos/121151/pdf/photos.pdf?group=409328&range=7&max=40&startIndex=280

Photos 321 to 361

https://app.arbor-note.com/index.cfm/photos/121151/pdf/photos.pdf?group=409328&range=8&max=40&startIndex=320

BrightView Tree Care Services Terms & Conditions

- Bid Specifications: The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications. Work is beingdone in accordance with ANSI A300 standards.
- Bid Expiration: This proposal will remain in effect for thirty (30) days from the date it was first presented to Client/Owner, unless accepted or rejected by Client/Owner, or withdrawn by Contractor prior to that time.
- Work Force: Contractor shall designate a qualified representative with experience in tree management. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.
- 4. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions near 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 or 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 Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. BrightView Tree Care Services is not responsible for damage done to underground tuilities such as, but not limited to, cables, wires, pipes, and irrigation parts. BrightView Tree Care Services will repair damaged irrigation lines at the Client/Owner's expense.
- 5. Scheduling of Work: If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are made.
- 6. Work Hours: Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2:30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.
- License and Permits: Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other licenseand permit requirements of relevant city, state and federal governments, as well as all other requirements of law.
- Taxes: Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, 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 Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with a \$1,000,000 limit of liability.
- 10. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner.
- 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.
- 12. Non-Union Contractor: Client/Owner acknowledges that Contractor is not a signatory to any union agreements. If any services hereunder would be covered by any labor union that Client/Owner is bound to or that may have a claim to such work, then this written proposal shall be immediately terminated and become void, with no further liability to Contractor.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- 14. Additional Services: Any additional work, changes in the scope of work, or additional contract terms introduced by Client/Owner that are not specified in the signed written proposal shall constitute a counter offer and will require a new written proposal or an executed written order to address such changes. Any additional costs related thereto shall be charged by Contractor as an extra charge over and above the estimate.
- 15. Access to Job Site: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.

- Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.
- Cancellation: Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.
- 16. Assignment: The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the propertywhich is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
- 17. **Disclaimer:** This proposal for tree care services 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. The work performed by BrightView Tree Care Services is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The 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 Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

Acceptance of this Proposal

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by BrightView Tree Care Services shuthin fifteen (15) days after billing, BrightView Tree Care Services 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 Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 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

Signature

Board of Directors for Encinitas Ranch HOA July 8, 2022

Date

Printed Name

BrightView Tree Care Services

Jacob Langley

July 8, 2022

Signature

Printed Name

Jacob Langley

Date

July 8, 2022

Certified Arborist WE-9135A Qualified Tree Risk Assessor Certified Tree Care Safety Professional Date