

LANDSCAPE MAINTENANCE CONTRACT

Summerfield Townhouse Service Association #5

Rain or Shine Landscape Maintenance, Inc., hereinafter referred to as Contractor, submits the following proposal for the landscape maintenance of Summerfield Townhouse Service Association #5, hereinafter referred to as Association.

GENERAL

1. Contractor will furnish all labor and equipment necessary for performing the various services set forth below and on the attached work schedule for the period of January 1, 2022 through December 31, 2024.
2. Contractor will purchase, with prior approval by the Association, the necessary chemicals, sprays, fertilizers and materials as needed. The purchase of fertilizers and herbicides will be at Contractor's expense.
3. The cost of supplies and parts for repair of Association equipment or property outside of this contract will be paid by the Association and, if purchased by Contractor, shall be reimbursed upon presentation of paid invoices or receipts.
4. Contractor shall provide an invoice to Board Representative for approval for all work beyond the regular contract prior to payment.
5. Contractor will use nothing but the best quality of equipment and supplies to maintain the grounds of the Association. Both 21" and 36" mowers shall be of such design as to ensure that clippings remain with the equipment, thus leaving a clean, neat and well-groomed appearance.
6. Contractor will provide at his own expense and provide proof of the following:

Insurance:

- A. General Liability insuring both Contractor and Association against liability for damage to person and properties. The amount of said liability coverage shall not be less than \$1,000,000.00
- B. Auto Liability – The amount of said liability coverage shall not be less than \$1,000,000.00
- C. Workers Compensation

Licensing:

- A. All required federal, state, county and city licenses.
- B. State Landscape Contractor's and Commercial Pesticide Operator's Licenses

7. Personnel

- A. Landscape industry certified technician or professional
- B. Comply with applicable codes and regulations
- C. Repair or replace any property or possession damaged by workers
- D. Allot enough time to ensure that personnel do not have to run to meet a schedule.

8. Communication between parties:

- Should first be between Contractor and the VP of Landscaping
- Contractor will direct personnel not to take direction directly from homeowners but to refer them back to the VP of Landscaping, who will then advise supervisor on site, in order to determine if work can be completed during that visit. Only Contractor, and sometimes VP of Landscaping will direct personnel when working.
- If there are requests from homeowners that need attention, they will be relayed to the VP of Landscaping, and then to Supervisor on site. Time allowing will be completed during that visit. Otherwise, a timeline for completion will be given.
- If there are items outside the services to be performed, they will be called to the attention of the VP of Landscaping and if requested a proposal given including a timeline for completion.

9. Supervision and Evaluation

- A. Supervise Entire Property – Contractor will inspect and evaluate property every week – irrigation once per month during growing season. Monthly walk-around with landscape VP. Make recommendations about services needed.
- B. Evaluation – Contractor will provide a yearly landscape maintenance evaluation sheet to be completed by the Association to rate Contractor's performance and to ensure quality performance. (see attached schedule).

DETAIL OF SERVICES TO BE PERFORMED

Lawn Area

1. **Mowing:** The grass shall be mowed with 21" and/or 36" walk-behind mowers once weekly during the summer growing season and as needed in the slower growing seasons. This constitutes a minimum of 37 times a year. Lawns shall be cut to a height of one and one-half inches (1-1/2"), to two and one-half inches (2-1/2") depending on weather.
2. **Watering:** Sprinklers will be turned on and adjusted in the spring, and shut off and drained in late fall. Coverage will be monitored weekly by Contractor to prevent areas of overwatering or underwatering, with sprinklers adjusted as necessary to provide proper coverage during the growing season with no brown areas visible. HOA will reimburse costs to make major adjustments.
3. **Edging:** All lawn borders will receive power edging every other week throughout the growing season (April – September) and once per month October through March to maintain a clean, neat and well-groomed appearance, with care taken to direct dirt or grass into the lawn where it can be picked up by mower. Any cleanup required from dirt or debris landing on patio or windows will be the responsibility of the Contractor. All walkways and curbs will also receive power edging bi-weekly. At the time of edging, remove and dispose of growing plants and weeds on the other side of edge in the bed.

4. **Blowing:** Every visit to ensure beautiful grounds. Blow away from houses, remove debris from lawn, driveways, flower beds, sidewalks, walkways and patios.
5. **Weeding:** Will be controlled (spray and remove) in lawn areas throughout the growing season in February through October nine times per year, or as needed to avoid large visible weeds or areas of invasive grasses or clover. If already spreading, they will need to be killed entirely and removed before spreading further. Grass will need to be reseeded over the bare area.
6. **Fertilizer:** As required to maintain a healthy and attractive lawn. Applied four (4) times a year. (see attached schedule). Must apply consistently to avoid burn areas.
7. **Cuttings:** Pick up and disposal of cuttings and litter as created at Contractor's expense. Pick up from each Townhouse Resident will be Friday each week throughout the Contract.
8. **Reseeding:** If needed, in lawn where disease or shaded areas can cause thinning of grass.
9. **Lime Application:** 50 lbs. per 1,000 sq. ft. (see attached schedule).
10. **Moss Control:** If necessary, apply iron sulfate after lime application if that fails to prevent it.

Shrub and Tree Areas

1. **Watering:** Same as lawn. Timer will be adjusted as to assure proper coverage and so that plantings are not overwatered or underwatered.
2. **Tree Pruning:** January and February as required to present a neat appearance and proper growth, not to exceed twenty (20') in height. Prune for containment and beauty, maintaining size and shape.

3. **Shrub Trimming:** Twice each year (late Spring/early Fall). Trim away from houses at least eight inches (8") and twenty-four (24") below eaves. Prune for containment and beauty while maintaining size and shape with formal and natural pruning per owner's preference. Rhododendrons and camellias to be trimmed after blooming.
4. **Edging:** Same as lawn areas.
5. **Weed Control:** Will be done fourteen (14) times a year (bi-weekly June through September), both where herbicides have been applied and where they have not. Contractor's responsibility to keep weeds under control. Hand weeding (not provided in areas where groundcover, flowers or bulbs are planted) as well as post and pre-emergent herbicides will be used. Applied every 3 months – total of 4 times per year. Control defined as no visible weeds or grasses in ornamental bed areas. Treat while weeds/grasses are still small and/or as often as needed with no weeds or invasive grasses visible.
6. **Dormant and/or Insect Spraying:** As needed (usually by a 3rd party). Subcontracting of major spraying must be approved by the Association prior to the performance of the work.
7. **Fertilizer:** Will be applied in the Spring and Fall.
8. **Debris Removal:** All leaves, trimmings and litter will be removed from entire property every visit to keep appearance of residence neat and clean. Removal of diseased or dead trees and shrubs under normal maintenance conditions at Contractor's expense. This shall not include trees in excess of twenty feet (20') in height or damage caused by unusual weather conditions, accident, excessive disease or act of God.
9. **Moss Control:** Using any means necessary preferably iron sulfate.
10. **All Landscaped Areas:** Leaves, litter, and dead, and dying plant material in lawns, ornamental beds, and hard surfaces will be removed weekly during the leaf season with a final detailed grooming in January or February once all leaves are down.

GUTTER CLEANING

Places without gutter guards to be done once in November and once in February. (see attached schedule).

EXTRAORDINARY SERVICES

Contractor shall be available to perform extra services in the event of emergencies, such as snow and ice removal, or in whatever capacity needed. Such services will be billed at the hourly rate of \$45.00 per man hour.

COMPENSATION

The total price for the services to be performed as set forth herein, and on the attached work schedule, shall be the sum of \$18,000.00 per year. One-twelfth, (\$1,500.00), of said price will be payable on the last day of each month beginning January 31, 2022, and on the last day of each month thereafter. Any services not covered by the contract price will be payable within thirty (30) days of completion.

TERMINATION AND FEES

Either party may terminate this agreement upon sixty (60) days written notice to the other party. In the event of suit of action by either party, the prevailing party shall be entitled to reasonable attorneys' fees in the trial and appellate courts.

OPTIONS NOT INCLUDED IN BID

Contractor will make recommendations regarding the need for these options.

- A. Trimming of trees above the first twenty feet (20') in height.
- B. Cleaning or repairing garden areas due to acts of vandalism, storm cleanup, or acts of God.
- C. Provide and/or spread bark dust.
- D. Install new landscaping.
- E. Major sprinkler repair. Minor repairs included in contract.
- F. Install new or additional drainage system where water accumulation or seepage cause significant gardening maintenance problems.
- G. Thatching all lawn areas when requested or recommended by Contractor.
- H. Plugging all lawn areas when requested or recommended by Contractor.
- I. Snow and ice removal.

THE ABOVE CONTRACT IS MUTUALLY AGREED UPON BY:

Thomas E. Cornilles

Rain or Shine Landscape Maintenance, Inc.
Thomas E. Cornilles, Contractor
28400 SW Ladd Hill Rd.
Sherwood, OR 97140
503-625-3042

10/25/20

Date

Ann Stearns

Member, Board of Directors
Summerfield Townhouse Service Association #5

11/4/21

Date