



LANDSCAPING MAINTENANCE PROPOSAL AND CONTRACT

Community Name: Villages at Rio Paseo

Location: Goodyear, AZ 85395

July 18th 2018

This agreement is by and between Villages at Rio Paseo, hereinafter called the "CLIENT" and ABC SCAPES, INC., hereinafter called the Landscape Maintenance Contractor". The contract shall start on Oct 1, 2018. Payment of the landscape maintenance fee shall begin on Oct 1, 2018 which is the estimated date of acceptance of the common area tracts, either party may terminate this agreement with 60-day written notice and sent through certified mail to the other party.

Based on the specifications contained in this contract, the landscape maintenance fee shall be \$1540.00 per month.

The following services are included in the landscape maintenance fee unless otherwise noted:

WEED CONTROL

- a. Pre-emergent herbicide: Application once every 6 months (to provide a six-month warranty with each application) Weed control is not included in contract. Nut sedge control is not included.
- b. Post-emergent herbicide: Applied as needed to maintain beds free of weeds.
- c. Dead weed material: Shall be removed immediately.

GROUND COVER BEDS & GRANITE AREAS

- a. Pruning: Edging shall be performed regularly to control growth over walks, curbs and walls. Prune dead plant material.
- b. Granite: Inspect, maintain, and rake weekly, correcting any minor erosion areas and blowing and removing debris.

TREES (UP TO 10 FEET IN HEIGHT)

- a. Pruning: Shall be performed as needed to keep sidewalks, streets and pathways clear. Pruning shall be performed to obtain a natural form and appearance as appropriate for each variety. Pruning shall not be performed with a hedge trimmer or other similar equipment.
- b. Granular fertilizer: Shall be applied as needed to achieve healthy growth and in the quantities specified by the manufacturer.
- c. Staking & Guying: Existing stakes and guys to be maintained (adjusted, straightened and replaced) by contractor as needed. Storm damage shall be billed separately from the monthly maintenance contract.
- d. Tree Suckers: To be removed on a weekly basis, with the exception of salvage trees during establishment period.

SHRUBS

- a. Pruning: Shall be performed up to six (6) times per year, as required, to maintain a clean and manicured appearance, or to avoid growth over walks, curbs or walls. Hard pruning shall occur annually.
- b. Shaping: Shrubs shall be pruned to obtain a natural form and appearance as appropriate for each variety.

ANNUAL FLOWERS

- a. Annuals shall be planted in the months of April or May (depending upon weather conditions) and October.
- b. Annuals shall be in healthy condition upon installation and shall be 4" plants, installed 8" on center.
- c. Annuals shall carry a minimum 30-day warranty and be replaced (as needed) free of charge to the Association, with the exception of replacement necessitated by acts of nature or vandalism.
- d. Semi-annual flower replacement labor is included in maintenance contract as noted below.

IRRIGATION

- a. Controllers: All controllers shall be monitored and adjusted weekly to achieve the most efficient use of the irrigation system based on rainfall and seasonal needs.
- b. Drip emitters/Bubblers: All shall be inspected monthly for missing heads or repairs.
- c. Irrigation Repairs: Shall be billed separate from the monthly maintenance fee and shall require the prior approval of the client, if in excess of \$200.00.

DEBRIS

- a. Standard Community Debris: Shall be removed weekly from entire property.
- b. Large Debris: and construction debris removal shall be excluded from this contract.
- c. Storm Debris: (of an excessive nature) shall be removed at additional cost.
- d. Landscape Debris: Contractor shall be responsible to provide all labor and equipment necessary to remove all debris generated by landscape maintenance activity from all areas.
- e. Pet Waste: (see ancillary services)
- f. Blow North lot and West entry area on each day of service.

ANCILLARY SERVICES

- a. Backflow assembly inspections: Contractor shall coordinate the inspection by an outside inspection company if requested by the property management company.
- b. Trash Containers: Shall be emptied weekly and a new liner placed in the container.
- c. Pet Waste: Contractor is not responsible for removal of pet waste.

INSURANCE

- a. Contractor agrees to provide proof of worker's compensation, unemployment insurance and any other insurance required by law.
- b. Contractor will also provide proof of public liability and automobile insurance with the following minimum limits:
 1. Comprehensive General Liability Personal Injury \$1,000,000 each occurrence, \$2,000,000 aggregate.
 2. Property Damage \$1,000,000 each occurrence, \$2,000,000 aggregate.
 3. Comprehensive Automobile Liability Bodily Injury \$100,000-\$300,000 each person and in the aggregate. Property Damage \$300,000 each occurrence and in the aggregate.
- c. The client shall be named additional insured for coverages itemized in 1-3 above.
- d. Use of any subcontractor must receive prior approval from the Association and such subcontractor must hold any applicable license, insurance and certifications as required or prudent for services rendered. It is the responsibility of the landscape contractor to ensure subcontractors meet these requirements.

TAXES

- a. Contractor to pay all applicable sales taxes for services and supplies

PAYMENTS

- a. Invoices for approved services and materials outside the scope of the maintenance contract shall be paid within 30 days of receipt.
- b. Invoices for regularly scheduled landscape maintenance should be billed no sooner than the 15th calendar day of the month in which the service is being performed. Invoices will be paid within 30 days of receipt.
- c. All invoices with the exception of the Monthly Maintenance Contract or any other standard invoice shall include a breakdown of:
 - i. Material description
 - ii. Material cost
 - iii. Number of man hours
 - iv. Billing rate per man hour
 - v. Detailed description of services performed.
 - vi. Authorizing party (if authorization is required)

MISCELLANEOUS

Landscape maintenance contractor to furnish all labor, supervision, tools and equipment necessary to maintain the landscaped areas. Landscape maintenance contractor also to maintain

a current roster of lead and on-site personnel involved with the property including names, phone numbers and pagers.

Contractor's employee's appearance and conduct to be professional at all times. The on-site supervisor shall speak English.

Repair work not included in the monthly maintenance contract shall be billed separately and approved by the property manager. Clean-up of storm damage and storm related debris and replacement of plant material due to storm damage is to be performed at additional cost to the client upon approval by the property manager.

Any decomposed granite, mulch, plant material, turf replacement or other "replacement" type materials needed on the property shall be brought to the property manager's attention. Such replacement must be approved by the property manager as an additional expense to the client, except where loss of plant material or other replacement is due to negligence by contractor, in which case the landscape contractor shall be responsible for replacement costs.

Landscape Maintenance Contractor shall provide an emergency contact for scheduling and performing emergency service during non-business hours. Landscape Maintenance Contractor shall respond to any emergency service requested within 3 hours. Landscape Maintenance Contractor shall respond verbally or physically to any regular service requested within 24 hours (unless specified to respond during next regularly scheduled service day).

This shall constitute the entire agreement between the contracting parties known as Villages at Rio Paseo and ABC SCAPES, INC. No variation of this contract shall be valid and enforceable except by supplemental agreement in writing.



Signature of Landscape Contractor
Ryan Hagadorn

Print Name
7/18/18

Date



Signature of Association Representative
Jason Weber - Pres

Print Name/Title
9/20/18

Date

