



LANDSCAPING MAINTENANCE PROPOSAL AND
CONTRACT

Community Name: Villages at Rio Paseo HOA

Location:

Goodyear, Arizona

This agreement is by and between Villages at Rio Paseo HOA hereinafter called the "Association" and ABC SCAPES INC., hereinafter called the Landscape Maintenance Contractor". The contract shall start on 01/01/2021. Payment of the landscape maintenance fee shall begin on 01/01/2021 which is the estimated date of HOA acceptance of the common area tracts. The contract shall expire on 12/31/2021, one year after the anniversary month of the first maintenance fee payment, whichever comes last. After the expiration date, the contract shall automatically renew itself for one-year increments, or 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

\$ 2660.00 per month.

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

TURF shall be maintained in a healthy growing condition through the following:

- a. Mowing: Mowing shall be performed weekly or as often as necessary to maintain a well-manicured lawn throughout the year.
- b. Edging: Edging to be performed on the same schedule as mowing.
- c. Weed Control: Weed control program to be established for the turf areas to prevent weed infestation. Chemicals and labor are not included in cost of service.
- d. Fertilization: Recommended application of fertilizer every 90 days as follows:
 - October/November: 21-7-14 (after over-seeding)
 - January/February: 34-0-0
 - April/May: 16-4-4 + 3% Iron
 - July/August: 16-4-4 + 3% Iron

Labor to apply fertilizer is included. **Fertilizer materials and supplies not included.** NOTE: If association chooses not to over seed with Rye grass, schedule will change appropriate to needed care of turf.

- e. Scalping/Over-Seeding: The labor for scalping, water adjustment and removal charges shall be inclusive in the monthly landscape maintenance cost. The seed cost shall be billed separately upon approval of proposal.

WEED CONTROL

- a. Pre-emergent: Should be applied to all rock and granite areas two times per year. This is a recommendation but not included in the monthly landscape cost.
- b. Post-emergent: Included as spot treatment at rate not to exceed 10 gallons a month is included at the landscape management cost. Any additional chemicals and labor will be billed separately.
- c. All chemicals will be applied by a certified applicator licensed by the Department of Pest Management.

GROUND COVER BEDS & GRANITE AREAS

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

TREES

- a. Pruning: Shall be performed as needed to keep sidewalks, streets and pathways clear, **up to 10' of clearance**. Pruning shall be performed to obtain a natural form and appearance as appropriate for each variety.
- 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 maintained in a natural appearance, or to avoid growth over walks, curbs or walls. Hard pruning shall occur annually.
- b. Shaping: Shrubs shall be pruned so as 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 landscape maintenance cost, **the cost of plants are not.**

Controllers: all controllers shall be monitored and adjusted as needed to achieve the most efficient use of the irrigation system based on rainfall and seasonal needs.
Heads: in turf areas to be checked periodically and repaired or replaced immediately as necessary. If heads are damaged due to landscape crew, cost for such repairs shall be the responsibility of the landscape contractor.
Drip Admitters/bubblers: all shall be inspected periodically for missing heads or repairs.
Irrigation repairs: shall be billed separately from the monthly maintenance fee and shall require the prior approval of the association if in excess of \$300.
The association was invoiced over the \$300 max up to \$500 for each irrigation invoice where the association, the board was not informed that a repair needed to be done.

IRRIGATION

- a. Controllers: All controllers shall be monitored and adjusted as needed to achieve the most efficient use of the irrigation system based on rainfall and seasonal needs.
- b. Heads: In turf areas to be checked periodically and repaired or replaced immediately (as necessary). If heads are damaged due to landscape crew, cost for such repairs shall be the responsibility of the Landscape Contractor.
- c. Drip emitters/Bubblers: All shall be inspected periodically for missing heads or repairs.
- d. Irrigation Repairs: Shall be billed separate from the monthly maintenance fee and shall require the prior approval of the Association if in excess of \$300.00.

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 or if it requires a unscheduled visit.
- d. Landscape Debris: Contractor shall be responsible to provide all labor and equipment necessary to remove all debris generated by landscape maintenance activity form all areas.
- e. Pet Waste: Not included. Priced separately.

ANCILLARY SERVICES

- a. Backflow assembly inspections: Landscape contractor shall coordinate the inspection by an outside inspection company if requested by the property management company. Not included in pricing.
- b. Trash Containers: Shall be emptied weekly and a new liner placed in the container, at an additional cost.
- c. Barbeques: Shall be checked weekly and cleared of charcoal as needed, at an additional cost.
- d. Pet Waste: Landscape Contractor is **not** responsible for removal of any 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 Association 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

PRICING – Subject to change based on freight and material increases

Please see attached Matrix provided by HOA with request for RFP.

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 will be billed at the start of that calendar 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. Detailed description of services performed.
 - iii. 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 (if applicable).

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 where indicated. 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 Association 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 Association, 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 HOA and **ABC SCAPES, INC.** No variation of this contract shall be valid and enforceable except by supplemental agreement in writing.

Ryan Hagadorn

Signature of Landscape Contractor

Ryan Hagadorn, Officer

Print Name

12/07/2020

Date

Joanna Homer

Signature of Association Representative

Community Manager on behalf of

~~The Village at Rio Paseo BOD~~

Print Name/Title

12/08/2020

Date

