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## **SPECIFICATIONS FOR LANDSCAPE MAINTENANCE**

This agreement made and entered into by and between Hartman Landscape and **Keystone**.

### **SCOPE OF WORK**

These specifications provide for the maintenance of all exterior landscaped areas. The type of maintenance is defined in the following:

Period of Coverage: Maintenance shall be provided from April 1 2016 thru March 31 2017. One year contract totaling 12 months.

**Lawn care services are provided in the months of April thru November.**

### **Spring Clean-up:**

1. A general Spring clean-up shall be provided to remove debris accumulated over Winter.
2. Leaves and branches to be removed from the premises.
3. Walks, walkways, stoops, and drives to be cleared of debris.
4. All planting beds to be cleared of leaves and debris.
5. Ornamental grasses cut back if needed.

### **Turf grass Maintenance: Selected turf areas will be bagged as needed.**

1. All turf areas will be cut as needed at an approximate height of 3 inches. This will be interpreted to mean weekly except in those weeks where the grass does not reach a minimum of one inch growth from the prior week's cutting.
2. If the turf does not need to be mowed due to drought or other conditions, our crew will continue to monitor your property and perform a general clean-up or other tasks. No credit will be given.
3. Mowing operations shall be supervised to insure that all equipment is operated in the proper manner, and care is taken as not to damage trees and other landscape components.
4. Refueling will not be performed on the turf areas.
5. Mower blades will be kept sharp and in good adjustment at all times.
6. The grass blades shall be cut sharply, mulched and recycled back into the turf in selected areas.
7. Turf areas adjacent to curbs and walks shall be edged eight times per year. Turf adjacent to walks, stoops, fences, and all other vertical non-plant surfaces shall be edged as needed.
8. All hard-surfaced areas on or adjacent to the complex will be cleaned of grass clippings weekly.
9. When turf abuts foundations, fences, decks, signage, light poles, light fixture, air conditioning units etc. Hartman Landscape will provide a proposal to create a "buffer" consisting of a mulched or planting bed space. Proposals for "buffers" not approved will release Hartman Landscape from Liability for damages to these areas.
10. The contractor will make every effort to perform the said services as to avoid inconvenience to the client. Weekly services will be performed on the same day of each week. However, in the event of Holidays, rain or other factors, the contractor may reschedule to another day without notice. This will generally be the next day. There may be an additional charge for any account requesting maintenance services to be performed on a specific day of the week.

### **Tree Maintenance:**

1. All Ornamental trees 15' and under shall be pruned once annually to accomplish the following.
  - a) Pruning of lower branches which interfere with sidewalks, roadways and pedestrians.
2. All Deciduous trees will be pruned of lower branches which interfere with sidewalks, roadways and pedestrians.
3. All tree rings to be sculpted in the spring and be maintained throughout the season.
4. All tree rings will be cultivated in the spring.
5. Removal of suckers as needed.

**Shrub and landscape bed Maintenance:**

1. All beds shall be cultivated in the spring.
2. Due to potential damage to the root system of trees and shrubs we will not cultivate if mulch is not present.
3. All bed edges shall be sculpted in the spring and will be maintained throughout the season.
4. Weeds shall be controlled in the planting beds by means of hand pulling or application of herbicide. This will be completed during routine lawn maintenance visits.
5. All shrubs and evergreens shall be trimmed 2 times annually. A third trimming of selective areas will be completed if needed. All trimming will be done to assist the plants to achieve their natural size, shape and habit.
  - a) The first full round of trimming to be completed by July 4<sup>th</sup>.
  - b) The second full round of trimming to be completed by Labor Day.
6. Ground cover to be pruned 4 times annually.
7. Dormant and/or rejuvenation pruning can be done upon request at an additional charge during the winter months.

**Fertilization and Weed Control:**

All turf shall receive 3 applications of fertilizer, 1 application of pre-emergent crab grass control, 2 applications of broadleaf weed control and 1 application of spot post-emergent crab grass control.

- a) April – Premium grade fertilizer  
Pre-emergent crab grass control
- b) May – Broadleaf weed control
- c) June – Premium grade fertilizer
- d) July - Spot treat post emergent crab grass control
- e) Sept - Premium grade fertilizer
- f) Oct - Broadleaf weed control

1. The fertilization program shall be flexible according to weather conditions.
2. All walks and drives will be blown clean of fertilizer.
3. Supporting the Lawn Care Products Application and Notice Act, Hartman will apply a premium grade fertilizer that does not contain phosphorus.
4. Weeds in the lawn areas shall be controlled by application of herbicide.
5. All herbicides will be applied by a licensed applicator.
6. Spraying will not be performed in winds of more than 10 MPH.
7. All areas will be marked when chemicals have been applied.
8. All unwanted plant growth will be chemically treated or manually removed from all hard surfaced areas, including parking lots, sidewalks and driveways.
9. All grass like weeds will be treated with a selective herbicide at an additional cost. This cost will be provided as needed and approval to be given prior to application.

**Fall Cleanup:**

Fall cleanup is to start during the middle of October. In the month of October three visits will be made to the property. When the fall cleanup starts in October areas with large accumulations of leaves shall be cleared with the exception of plantings beds during these visits. In the month of November one visit will be made to the property and the final fall cleanup will be completed at that time.

1. Perennials will be trimmed back to crown level and ornamental grasses will be left standing.

2. Removal of annuals.
3. All leaves, branches and debris to be removed during the final cleanup.
4. Final mowing will be cut at a height of 2 ½ ". The turf will be mowed at an average height of 3" throughout the season and then lowered in ¼" intervals to a final cut of 2 ½ ".

**Miscellaneous:**

1. Watering may be performed upon request at an additional fee.
2. All employees of Hartman shall be uniformed; neat and clean at all times.
3. All employees will comply with company regulations regarding safety and safety equipment.
4. Hartman will provide adequate supervision to insure that operations are carried out according to these specifications.
5. Certificate of insurance shall be provided prior to commencement of work.
6. Fungicides and selective herbicides will be applied as needed at an additional cost, with approval from the appropriate authorizing board members.
7. Association assumes full responsibility for moving all obstacles such as grills, hoses, lawn chairs etc. which will interfere with turf mowing operations. Crews will be instructed to mow around such items.
8. Monthly Newsletters are sent to inform the Association of upcoming events and services for the following month.
9. Contractor shall be released from liability for damage incurred to cables, wires, and phone lines that are not buried 6" below grade.
10. If dethatching or core aeration services are requested it is the Association / owners responsibility to have all sprinklers heads marked prior to services to prevent any potential damage. We are not responsible for damage to any buried private utilities such as sprinkler lines/heads, invisible pet containment systems, landscape lighting wire, etc. caused from core aerators, edgers, shovels, etc unless previously notified and/or marked by the client.  
All residents who install plant material, flowers, shrubs, trees, groundcover, etc., will maintain and assume full responsibility unless contractor is contracted to maintain. The contractor will not be responsible for flowers and shrub beds which were not installed by the contractor or are not present at the time of the signing of this agreement.
11. Severe weather which produces heavy storm damage will be assessed on an individual basis. Prices will be provided on a time and material basis in addition to the cost of the contract. All prices will be provided and agreed upon before work is to be completed.
12. In cases where edging has heaved up from the ground ,been cut from the string trimmer, and/or cracked from the heaving or weedwhip, the Owner will be responsible for repairing the edging. In order to maintain a clean edge the weedwhip string must come in contact with the edging resulting in potential damage. Contractor will repair edging when mower negligence is the case.
13. Any requests for lawn care services provided between December and March will be bill at an additional fee. Prices will be provided on a time and material basis in addition to the cost of the contract. All prices will be provided and agreed upon before work is to be completed.

**Annual Floral Design and installation:**

18 Crotons 8 3/4" Pot

200 Sun Impatience 4"

20 potato plants

50 Coleus 4"

5 - 36" pots to be installed as show below in early summer

Planting beds will be installed as designed below

**Customized designs:**



## **Snow Plowing Agreement:**

Service Areas - Hand shoveling in front of garage doors ( 2') and mailbox areas.

Plowing of all private drives, entry walks, parking areas and street areas.

1. Hartman will provide the necessary equipment and labor for the plowing of snow when there has been an individual snowfall of at least (2) inches of snow or more.
2. Snow Accumulation
  - a) Snowfall up to 6''. It is the intent of the Contractor to have all plowing and shoveling operations to be completed 6 to 8 hours after snow has stopped falling.
  - b) Snowfall 6'' to 10 ''. It is the intent of the Contractor to have all plowing and shoveling operations completed 8 to 10 hours after snow has stopped falling.
  - c) Snowfalls in excess of 10''. Blizzard and extreme icing conditions will be handled to the best of the capabilities of the men and equipment. If necessary additional equipment may be brought in to complete operations as needed.
3. Repairs
  - a) Restoration of Turf Areas.
  - b) Turf areas damaged by snowplowers will have seed, Penn mulch or erosion control installed, whichever is requested in the spring. Owner is responsible for watering to ensure proper germination.
  - c) Concrete/Asphalt
  - d) Contractor will assume responsibility for damages to the physical property caused by the Contractor's gross negligence or intentional misconduct but not to include minor damages that may actually be the normal result of performing this type of service. Poly-edged blades are available upon request for a onetime fee of \$600 per blade.
4. Owner is responsible for notifying the appropriate persons to mark all fire hydrants prior to any snow removal. After each snowfall operation has been completed, Contractor will inspect to insure that the areas are clear.
5. Driveways and Parking Areas
  - a) Contractor will not be responsible for plowing driveways and parking areas if they are blocked with parked cars. No plowing or salting will be done around parked vehicles unless there is a minimum of 2 open spots in a given area. No shoveling or hand salting is included around parked vehicles. In cases where there is a parked car in the driveway, Contractor will make every attempt to clear other drives, where there are no parked cars. Contractor will make a second pass through the entire Development to make a final check to see if previously parked cars have been moved. In cases where vehicles are moved late and the contractor makes a return visit per the instruction of the Managing Agent ,the Owner will charged for time and material ( Per the schedule of additional charges.)
6. Salting of Walks / Pavement.

Areas to be de- iced at the specific request of the Managing Agent and /or authorized representative of the Maintenance Committee and/ or authorized representative of the Board of Directors.

  - 1) Stoops and Walks – Calcium Chloride / \$ 45 per 50lb bag.
  - 2) Driveways and Parking Areas / Rock salt / \$ 28 per 50lb bag.

The salting of the streets will be completed after snow removal services are completed after a 2'' or more snowfall. This is included in the monthly rate at no additional cost to the monthly rate.

Contractor shall not be responsible for damage or injury to persons or property resulting from ice conditions, including but not limited to ice caused by re-freezing of snow that has been plowed or roof run-off.

Salt alone does not chemically attack concrete and therefore is effective on properly cure concrete. Improperly cured or poor quality concrete can absorb water in a thaw. As water freezes it expands and may cause chipping, flaking or surface damage. Contractor shall not be responsible for damage to concrete due to salt applications.

Client understands that plowing and or salting of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing or application of salt. Client understands that Hartman assumes no liability for this naturally occurring condition.

**Drifting:**

If there is a snowfall under 2'' but there is an accumulation of snow on site in excess of 2'' due to blowing and or drifting or if snow is pushed back onto the property by the city or other plow operations after our services are completed and services are requested these service will be billed out on a time and material basis.

Please note if drifting of snow occurs due to blizzard like conditions and we are called back for services after our snowplowing has been completed there will be an additional charge as per the hourly rates. This is done on request only.

**Blizzard Clause:**

When there is a snowfall of 10'' or more plowing services for the event will be performed at the time and material rates.

**Relocation:**

In the event of a heavy snowfall, if necessary snow will be loaded into the appropriate equipment and moved to a designated area that is agreed upon by the Association and or managing Agent. This service will be billed out on a time and material basis.

To maximize efficiency, Contractor intends to leave equipment on site for operators to report directly too. Contractor agrees Client has no responsibility for the loss or damage to Contractor's equipment.

**Limitation of Liability:**

Contractor shall not be liable to client or any homeowner for damages by reason of any delay in completion of the work hereunder due to causes beyond Contractor's control. Contractor shall not be liable to Client or any homeowner or member of Home Owners Association for any injuries that result from causes beyond contractor's control, including, but not limited to, downspout run-off, poor drainage, freeze/thaw conditions and placement of snow. This contract is solely for the benefit of the Client and Contractor and no provision of this contract is intended to confer rights upon any other person or party.

**Indemnifications:**

Client agrees to hold harmless the contractor for any and all trespassers or suits that may arise from slip and falls for any liability for damages caused to personal or real property by clients or trespassers neglect, unless the damage or injury was caused by the sole negligence of Contractor.

**Time and material pricing.**

Hourly Rate – Per Man Hour / shovelers	= \$45.00
Hourly Rate - Per Man hour / snow blower	= \$55.00
Hourly Rate – Per pick up / plow truck	= \$115.00
Hourly Rate – Per dump truck / plow truck	= \$135.00
Hourly Rate -- Per bobcat	= \$145.00
Hourly Rate – Per Semi dump truck	= \$130.00
Hourly Rate – 5 yard wheel loader	= \$190.00
Hourly Rate – Per ATV	= \$65.00

All prices are portal to portal

A fuel surcharge of 2.5% will be added to the monthly contracted price in the event that the average price of fuel meets or exceeds 4.50 per gallon.

**Cancellation:**

This contract shall remain in force through any change in Management Company, Association or Board. Owner shall have the right to terminate this contract by reason of default in the event that the Contractor fails to meet the conditions of this contract. Written notice shall be given to Contractor upon dissatisfaction listing specific reasons for dissatisfaction. Upon receipt of written notice, Contractor shall have ten (10) days to rectify the situation. If situation is not rectified within 10 days, thirty (30) days written notice must be given by certified, return receipt mail and the Contractor shall be paid for the services rendered up to cancellation date. In the event Owner fails to pay Contractor as provided herein, Contractor may terminate this agreement and the services and work described herein upon notice to Owner. If the Owner makes payment in full within ten (10) days of receipt of the written notice, the grounds for termination shall be deemed cured. In the event of such termination, Contractor shall promptly remove all material provided under this contract and all of Contractor's equipment from Owner's premises.

**Billing and Terms:**

- \*Billing will be mailed prior to the fifteenth of the month and due by the tenth of the following month.
- \*All balances remaining after 30 days are subject to a 2% monthly service charge.
- \*Any and all collection and/or litigation fees and court costs, including reasonable attorney fees, shall be paid by client.
- \*Any bills past due will be non-negotiable.

**Options: Please initial for acceptance**

This contract includes 3 fertilizer applications to all turf areas per season. Ideally 4 fertilizer applications are preferred and can be applied for an additional cost of \$ 600 or \$ 50 per month \_\_\_\_\_ **initial**

Core aeration of all turf areas	included in the monthly rate
Grub control application	included in the monthly rate
Plowing of streets at under 2''	- \$ 150 _____ <b>initial</b>
Plowing of drives and entry walks at under 2''	- \$ 695 _____ <b>initial</b>
Salting of streets when under a 2'' plow service	- \$ 220 _____ <b>initial</b>

**\*All labor, equipment and material necessary to accomplish the above shall be provided for the sum of (12) Monthly Payments of \$3,430 with a yearly amount of \$41,160**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature**  
**Hartman Landscape, Inc.**  
**dba Hartman Snow & Ice Control**

\_\_\_\_\_  
**Authorized Signature**  
**Job Name:** Keystone

