

CONTRACT FOR LANDSCAPE SERVICES

DeSantis Landscape Inc., "Contractor"

Ceres Gleann HOA, "Owner"

TERMS AND CONDITIONS

Owner hereby retains Contractor to provide landscape services as detailed in the agreement that follows.

TERM: January 1, 2020 through December 30, 2022. Contract may be renewed for a fourth year, upon agreement by the parties. If extended for a fourth year, negotiations on the fourth year extension shall begin not later than September 1, 2022.

PAYMENTS: Equal monthly payments, for the first year, shall be made by Owner to Contractor in the amount of \$10,016. Monthly payment amounts for 2021 shall be \$10,016. Monthly payment amounts for 2022 shall be \$10,359 (payments include additional monthly charge for crane fly treatments). If extended to a fourth year, the required monthly payment shall be determined at the time of renewal. Payments past due by 30 days from billing are subject to a 1.75% monthly finance charge.

TERMINATION: Either party may terminate this contract by providing the other party with 60 days written notice of intent to terminate. Contractor shall continue to provide services as per this contract for the 60 days notice period unless Owner is then delinquent in payment. If the Owner terminates this agreement with the effective date of the termination occurring in the months of December, January, or February, Owner shall pay the Contractor two additional equal monthly payments beyond the final billed month. Neither party shall have any additional remedies for early termination.

LIABILITY: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the HOA, and its officers, from an against claims damages, losses, and expenses, including, but not limited to, attorney's fees, arising out of or resulting from performance of this Agreement, provided that each claim, loss, or expense is attributable to bodily injury sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contractor or any Subcontractor directly employed by them and for whose acts they may be liable.

INSURANCE: Contractor at its own expense shall at all times have in force a Commercial General Liability insurance policy with the following limits: \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. All policies must be of the occurrence form with combined single limit for bodily injury and property damage.

ADDITIONAL INSURED: The Commercial General Liability insurance coverage shall be endorsed to the name of the Owner and its officers as Additional Insureds with respect to Contractor's activities being performed under this Agreement. The Certificate of Insurance must include a copy of the Additional Insured endorsement and the policy must be endorsed to show cancellation notices to the Owner or its representatives. Coverage shall be primary and non-contributory with any other insurance or self-insurance.

DAMAGE; If the Contractor's employees, or subcontractors, damage or break a sprinkler head, irrigation line, or other property of a homeowner or the HOA, the damaged or broken item shall be repaired or replaced by the Contractor at the Contractor's expense. Repairs or replacement shall be completed promptly.

SERVICES OUTSIDE OF AGREEMENT: See addendum.

TOOLS AND EQUIPMENT: All tools, labor and equipment required by the Contractor to perform the work subject to the Agreement shall be provided by the Contractor; all services shall be performed in a substantial and workman-like manner.

REVISION: Any revision to this agreement requires the agreement of both parties; such agreements shall be in writing and signed by authorized representatives of each party.

GUARANTEE AND PLANT REPLACEMENTS: New plantings will be guaranteed for one year from the date of installation provided the plants are cared for under contract with Contractor maintenance crews and have not died as a result of mechanical damage by the homeowner or Owner or others or an act of God. New plantings not under maintenance contract with Contractor are under warranty for ninety days. This guarantee is null and void if payment or other terms of this Agreement have not been met.

OWNER'S RESPONSIBILITY: It is the responsibility of the Owner to insure adequate water supply is available for the irrigation system to function properly and to insure reasonable access to the properties subject to this Agreement.

UNAVOIDABLE INTERRUPTION: Contractor shall not be held responsible for loss, damage, or delay caused by weather, strikes, any other cause beyond the control of the Contractor.

COMMUNICATION WITH WORK CREWS: Contractor will email Owner's designated representative of the nature of the work to be performed each week. Owner's representative will communicate the planned work to all homeowners who shall be responsible for posting visible signs in their front yards if they want to decline the planned work. Owner shall also notify Contractor in October of every year of any homeowner who wants to decline planned work for an extended period of time; the notification to the Contractor will include the address of the property declining the planned work.

****THERE ARE TWO ATTACHMENTS TO THIS AGREEMENT. THE FIRST ATTACHMENT IS THE SCOPE OF SERVICE/WORK SCHEDULE DETAILING ACTUAL WORK TO BE PERFORMED BY THE CONTRACTOR AND SCHEDULE FOR THAT WORK. THE SECOND ATTACHMENT IS A PRICE SCHEDULE FOR ANY REQUESTED OR REQUIRED WORK OUTSIDE THE SCOPE OF THIS AGREEMENT.**

BOTH OF THESE ATTACHMENTS ARE HEREBY INCORPORATED INTO, AND MADE PART OF THIS AGREEMENT.

AGREED:

FOR DESANTIS LANDSCAPE DATE

FOR CERES GLEANN HOA DATE



Submitted To: Ceres Glean Board of Directors

**Project: Ceres Gleann HOA 2253
SE Magnolia Ave Dallas,
OR 97338**

DeSantis Landscapes, Inc. proposes to perform Landscape Services as set forth in the "Scope of Work" and to furnish all labor, materials and equipment necessary to perform these services in an efficient and professional.

***** Scope of Work *****

Basic Maintenance Weekly Service

Mowing - Lawns will be mowed on a weekly basis during the growing season, March through October, twice in November and once in December. To avoid damaging turf we may skip a mowing due to extreme wet weather. Grass clippings will be removed from the turf areas as needed to maintain a neat appearance. Additionally, we adjust our mow heights throughout the season to promote water savings and minimize weed germination. This benefits the client by saving water cost and providing a healthier stand of lawn. Finally, we clean our lawnmowers regularly to ensure no cross contamination of invasive species or diseases from one client to another, blades are regularly sharpened to ensure a clean cut and the mow pattern is varied, where possible, to reduce rutting and compaction.

Edging - Lawns will be edged every 2nd or 3rd mowing to maintain a crisp edge. Typically, DLI will use a string trimmer on lawn edges adjacent to beds and hard edgers on areas adjacent to hard surfaces.

Trimming - Lawn areas not accessible with a mower, or obstacles in the lawn, will be trimmed with a string trimmer to maintain a neat appearance.

General - Beds will be raked and hand weeded periodically to maintain a fresh appearance. This bid is based on the assumption that beds will be maintained by client with 2" mulch cover. The mulch cover helps with weed and moss suppression as well as moisture retention.

Mechanical removal of moss in planting beds is not included in this price. The property will be reviewed each visit to ensure neat, and clean appearing grounds, debris such as bottles, papers, cartons and similar items are to be disposed of. At the completion of each maintenance visit all pedestrian walkways (sidewalks, curbs, patios, etc, not drives) will be swept or blown. Includes community club house parking areas.

Spring Turn-On

The irrigation system for individual homes and common areas will be activated each spring. This process includes charging the mainline, turning on each zone, adjusting angles of sprinkler heads that may have degraded over winter and monitoring for leaks or other malfunctions. It is necessary to periodically cut out around the heads in turf to ensure proper operation. Since this is not typically an annual requirement it is excluded from this contract but with approval would be done at additional cost.

It is common during the Spring Turn-On or subsequent Monitoring visits that the Technician will find repairs or modifications that are needed to ensure proper functioning of the system and coverage. To minimize delays to repair these issues Client pre-approves DeSantis Landscapes to make necessary irrigation repairs up to \$400.00 per monitoring visit for the common areas only. A mobile inspection app will be used by the Technician providing photos documenting major repairs items with reports available online for easy reference and simple approvals.

Irrigation Monitoring

Smart controller programming adjustments, head coverage and spray arc will be monitored and adjusted periodically throughout the growing season according to the landscape's needs. Client understands that due to system age and weaknesses, vandalism, extreme weather conditions and other conditions outside DeSantis Landscapes' control, irrigation efficiency and effectiveness may be impaired if necessary repairs are not completed.

Winterizing

In late Fall the irrigation system will be drained and shut off at the end of the growing season. In our NW winters, draining is typically all that is needed in a well installed irrigation system where constant ground temperatures reduce the chance of freezing. If a blowout of the system is requested we can provide a cost estimate.

Pruning

All ornamental shrubs, trees (up to 12"), and ground covers will be judiciously pruned in accordance with standards of good practice and in accordance with the intended function of the plant in its present location. DeSantis employs structural pruning and shearing practices where appropriate in the landscape. All pruning debris will be removed from the property. Spent flower heads will be removed periodically as part of our regularly scheduled maintenance visit. Trees will be pruned within 12' above the ground for proper structure and building, vehicular and pedestrian clearance - the maximum height may vary depending on the reach of the pole pruners while technician is standing on the ground. Small ornamental trees less than 12' in height, such as Hinoki cypress, Vine and Japanese Maples, may be pruned for size containment. Renewal Pruning: Where plants have grown out of their space and require significant cutback, or when there is desire to bring a specimen or a group of specimens back to their natural state from a shearing form, DeSantis can, at the client's request, evaluate to determine cost to perform renewal or rejuvenation pruning techniques. This service is not included in base contract operations. Each Pruning cycle will be completed within 2 weeks for each pruning cycle unless inclement weather interrupts service visits. We will utilize a 4 person crew during each pruning cycle during February/March, June/July, and October/September (variance included for weather or mid month starts. We will communicate schedule and plans with Ceres HOA contact so residents can be prepared).

Leaf Cleanup

During peak leaf season, October through January, all pedestrian walkways will be given first priority for leaf cleanup.

Second priority will be given to all turf areas which will typically be cleaned up as the turf is mowed. Finally, all planting beds will have leaves removed during leaf season. Specific schedule and frequency is dependent upon the varieties of trees on each site and the current year weather patterns. Leaves will be removed and disposed of offsite. Includes community club house parking areas.

Lawn Fertilization & Moss Control - Conventional - Round 1

The first lawn fertilization will be applied in the early spring once growing conditions are favorable for turf grass growth. The goal of this application will be to stimulate shoot growth, maximize chlorophyll levels, increase plant stress tolerance, and suppress moss growth. Please stay off the turf for one hour for nutrients to be absorbed into the plant and soil.

Lawn Fertilization & Moss Control - Conventional - Round 2

The second lawn fertilization will take place in early summer. The goal of this application will be to maintain steady shoot growth, increase plant cell wall thickness, stimulate soil microbial population activity, and maximize irrigation efficiency. Nutrients will be watered in using the irrigation system to promote nutrient penetration into the soil.

Lawn Fertilization - Conventional - Round 3

The third lawn fertilization will take place in August. The goal of this application will be to maintain steady growth, stimulate soil microbial activity, increase plant stress tolerance, and increase water penetration into the soil. Nutrients will be watered in through the irrigation system to promote nutrient uptake through the roots.

Lawn Fertilization - Conventional - Round 4

Lawns will be fertilized in accordance with the specific needs of the grasses to maintain a healthy and vigorous condition. The actual amount and frequency of fertilizer required will be determined by on-site visits.

Lawn Fertilization - Conventional - Round 5

The final lawn fertilization will take place in mid-September through October. The goal of this foliar application will be to prepare the plant for winter by stimulating root growth to store nutrient reserves for the plant through winter. Please stay off the turf for one hour to allow nutrients to dry onto the leaf surface.

Lawn Pre Emergent

Lawn Pre-Emergent - for Poa and broadleaf weeds to be applied 2 times annually, once in the spring and once in the fall.

Shrub Fertilization - Conventional

Shrubs and ornamental plants will be fertilized to maintain a healthy and vigorous condition. The actual amount and frequency of fertilizer required will be determined by on-site visits.

Lawn Weed Spray - Conventional

Post-emergent herbicides will be used on fine turf areas in the Spring and Fall to control broadleaf turf weeds. The control of foreign grasses, including Poa Annua, is not considered part of this scope of work.

Bark Bed Spray

All bark bed areas and sidewalk cracks adjacent to landscape areas will be sprayed to control unwanted grasses and broadleaf weeds. Applications of herbicides or pesticides will be performed by a State licensed commercial applicator. Herbicide use will not be a substitute for hand weeding when and where required.

Bed Pre-Emergent

Pre-emergent herbicides will be applied to bark beds in the spring and fall where appropriate. Applications of herbicides or pesticides will be performed by a State licensed commercial applicator.

Crane Fly Treatment

Crane Fly is one of the most devastating turf pests in the Pacific Northwest. Services Include one application on all common areas and individual homes in the spring.

Walk Through

The final walk through frequency and schedule will be determined by agreement between the client and account manager.

Winter Schedule - Please note DLI will reduce frequency of visits during the winter months. The winter schedule typically begins in mid-November and continues through mid-February. Depending on growing or weather conditions, monthly occurrences may differ, while yearly activity totals will be provided as specified (except in the case of leaf clean up, where leaves can fall mostly in one small window of time). Please note that a visit scheduled for a certain day of the week may shift the number of visits in any given month

Services Outside of Contract:

The parties expressly agree that the following services will not be performed by DeSantis Landscapes in the contract price, the services will be provided at the quote below, on a Time plus Material basis, or by a Sub-Contractor if necessary.

Additional Services:

Overseeding **\$1,804.00**

DLI recommends an annual over-seeding of your lawn, to maintain a lush and healthy lawn. Over-seeding works best with an aeration service.

Turf core aeration **\$3,436.00**

DLI recommends an annual aeration of your lawn. Due to the heavy clay content of local soils, compaction is a problem, preventing oxygen from reaching the roots of the grass plants, causing the plants to develop shallow roots and making the plant more susceptible to drought, heat and disease stress. Price is to mechanically aerate turf areas. Service does NOT include raking of plugs upon completion of work.

Standard Labor Rates - At times, additional services may be requested by client that are not part of the standard contract. If these items can be achieved in a regular maintenance visit or during regular routing and work times for enhancement crews, time and material rates will be applied.

Price: \$48 hour - Standard labor

Time and half - Emergency work (requires immediate assistance after 4pm or standard work continues after 4pm).

Irrigation Repairs- Repairs made to heads, valves, controllers, mainlines, lateral lines, and damages caused by others. System modifications to accommodate changing water needs are not included in the basic maintenance service program. Annual backflow prevention tests of all backflow (internal and external) can be performed at additional cost.

Price: \$75 hour - Irrigation repairs

\$50 per 1" Backflow Device

Pruning of Large Trees of Elements with Height - Pruning of trees, vines or shrubs over twelve (12) feet tall is not included in the price of the contract. Pruning of large trees will be recommended to provide for a safe landscape area, we can arrange to have a sub-contractor accomplish this pruning.

Price: Bid Based

Enhancements - Enhancements (rock walls, dry creek beds, perennials, one time clean ups, field mowing, mulch application, etc.) will be bid on an as requested basis. Regular maintenance contract can be adjusted accordingly.

Storm and Emergency Response: For items like downed trees or large limbs or other issues arising from storm damage, or anything else that requires additional mobilization, scheduling and equipment will be charged at time and material rates below. This may include winter storm damage, vandalism, etc. (excluding irrigation work). \$150 for 1st hour (minimum) and \$75/hr for every hour thereafter (per man rate) Price:\$150 1st hour - Standard labor (includes mobilization and set-up time)

\$75/hr every hour thereafter (per man rate)

Winter Services: Snow plowing, de-icing, shoveling are provided on a separate winter services agreement. Please refer to our Winter Services Agreement for pricing specifics

Annual Contract **\$120,192.00**

Estimate The owner agrees to pay DeSantis Landscapes, **\$10,016.00**

Inc. a monthly price of:

Start Date: 01/01/2020

Terms: Due upon Receipt of Statement. A Finance Charge of 1.75% monthly (annual Percentage rate of 21%) may be assessed.