



December 6, 2016

Montclair HOA  
G Road & Montclair  
Palisade, CO 81526  
Attn.: Nancy Lewis 970.462.7370

Contract for the **2017**-growing season for **Montclair HOA** grounds maintenance.

**Aeration:**

1. Aeration shall be performed one time per season, at the beginning of the season. This can be scheduled at the Owners' convenience. Aeration shall be accomplished with a core type mechanical aerator to a depth of approximately 2" to 2-1/2".

**Weekly Maintenance:**

2. Turf grass shall be mowed weekly at an approximate height of 2-1/2" normally or 3" when temperatures go above 90 degrees, with a maximum mowing height not to exceed 4". All turf areas not accessible to mowers will be trimmed weekly to present a well-groomed appearance. All clippings will be removed from sidewalks and driveways with each visit.
3. A turf free zone (Tree Rings) will be created and maintained at the base of all trees located in turf areas. The tree rings will be a 12" ring around the base of the trunk. This turf free zone will aid in preventing trunk injuries from string trimmer operations.
4. Policing of the landscape area to remove debris and trash will be accomplished weekly along with mowing.
5. Edging will be performed a minimum of every four (4) weeks during growing season.

**Irrigation Maintenance:**

6. WD Yards will maintain the watering of the turf and other irrigated areas on the premises by utilizing existing systems and controls. This includes the actual programming of the clocks, adjusting existing heads to achieve optimum coverage and implementing a water management strategy for optimum irrigation based on these existing systems and controls.

7. WD Yards shall check irrigation system operation at the completion of each mowing, when deemed necessary, to ensure there are no broken irrigation parts caused by mowing operations. WD Yards will be responsible for the immediate repair of such damage should it occur. WD Yards will not be responsible for damaging improperly placed heads.
8. Drip system and shrub / tree irrigation will be inspected for proper distribution to each live plant material. Inspection shall be of the entire drip system one time per month during the growing season.
9. Irrigation maintenance includes irrigation system start-up in the spring, cleaning and adjusting system to ensure optimum operation and winterization of the system in the fall.
10. Pond/Sump clean out will be done once a year before the water is turned on. It will not be done by shovel as the pond liner could be damaged.
11. In the event that any major repairs are required for broken heads, lines, valves or other parts of the irrigation system, WD Yards will immediately notify the representative. Irrigation system repairs will be billed materials plus labor. Labor rates are itemized below.

**Turf Fertilization / Weed Control:**

12. Lawn areas will be fertilized four (4) times per year at approximately 45-day intervals. Application rate is to be 1# actual nitrogen per 1000 square feet. A minimum of two (2) applications shall contain a minimum of 4% iron.
13. Weed control on turf areas will be accomplished along with the fertilizations either in conjunction with fertilization or by spray. Crab grass, cheat grass, and all broad-leaf weeds are to be controlled.

**Turf Insect / Disease Control:**

14. No insect or disease control pricing is included with this agreement. This is due to the possible wide variety of turf insects and diseases, their control methods, the affected areas and the possibility that control may or may not be required in a given growing season.
15. In the event that any control measures become required, WD Yards will submit to the representative, an appropriate control plan along with associated pricing.

**Soil Conditioner:**

16. Additional to the fertilization program, a soil conditioning treatment shall be applied to all turf areas one time per year. The Soil Conditioner stimulates and builds the soil with natural and organic elements. **Not included in this Pricing**

**Non Turf Weed Control:**

17. All bed & border / shrub beds and planter areas will be kept in a near weed free condition at all times either by chemical control or by hand weeding. Beds will be kept raked as needed. Shrub beds and planter areas will be policed a minimum of every other week.

18. Weed control in non-turf gravel areas including easements, playgrounds, picnic area and around homes will be maintained in a near weed free-state at all time. Weed control will be accomplished by manual and chemical control at the discretion of the Contractor on an as-needed basis.

**Tree / Shrub Care:**

19. All shrub and tree pruning is intended to enhance the natural plant shape, and prune selectively. Pruning is to reflect the natural characteristics of each species and to promote plant health.

20. Tree pruning is limited to branches less than 15' above the ground. Tree pruning is intended to promote natural plant form, remove dead / diseased limbs, or to allow safe clearance for vehicle and pedestrian movement.

21. All tree pruning to comply with all ISA and City of Grand Junction standards.

22. All trees and shrubs will be fertilized once per year using fertilizer of Contractor's discretion.

23. Shrub and tree pruning prices are based on three times per year and are amortized into a monthly price as outlined below.

## Tree and Shrub Maintenance Schedule:

24. Trees and shrub pruning schedule will be as outlined below:

### **Trees:**

Trees and heavy woody plants will be trimmed early spring. **(February-Early April)**

### **Summer flowering shrubs and Privets:**

Summer flowering shrubs and Privets will be trimmed in the spring. **(February-Early April)**

Plants include: Butterfly bush, blue mist spirea, Hancock coralberry, mockorange, potentilla, Bumald and Japanese spirea, shrub althea or rose of Sharon, snowberry, St. John's wort, Annabella and Peegee hydrangea.

### **Roses:**

Roses will be trimmed in mid-spring. **(April-May)**

### **Spring flowering shrubs:**

Spring flowering shrubs will be trimmed early summer after flowering. **(June-July)**

Privets will receive a touch up trimming **(June-July)**

Plants include: Forsythia, Nanking cherry, quince, bridal wreath and Vanhoutte spireas, viburnum, beautybush, lilac, honeysuckle, peashrub, weigela, deutzia.

### **Junipers:**

Junipers will be trimmed in the spring and fall. **(February-April and Oct-November)**

25. No ornamental insect or disease control pricing is included with this agreement. This is due to the possible wide variety of ornamental insect and disease, their control methods, the affected areas and the possibility that control may or may not be required in a given growing season.

26. In the event that any control measures become required, WD Yards will submit to the representative, an appropriate control plan along with associated pricing.

## General Conditions:

27. WD Yards shall furnish all labor, materials and equipment to perform the maintenance operation in accordance with the requirements specified, unless otherwise noted.

28. WD Yards shall be responsible for damages caused directly by the actions of our work force. This includes sprinkler systems, windows and/or property in general. In no event shall this include damages caused by conditions existing prior to initiation of this

agreement or by use, maintenance or management of existing or aging systems, the operation or servicing or use of these systems, inaction of work force, acts or schedules beyond our control or flooding. Total damage claims, if applicable, shall be limited to the value of this contract. WD Yards will provide the labor and materials for the repair and replacement of any such damage.

29. Any additional maintenance services can be performed at an hourly rate as outlined below:

General maintenance labor:	\$60.00 per man-hour
Sprinkler repair and maintenance:	\$65.00 per man-hour

30. This contract can be cancelled with written notice by either party to be effective 30 days after receipt of notice of termination of contract.

31. Contract period shall be as specified beginning March 13, 2017 and ending November 22, 2017.

32. Payment: WD Yards will submit invoices each month for services performed each month as agreed plus additional labor and materials as provided. Payment of balance shall be due within 30 days of invoice date. Past due accounts will accrue interest at the maximum rate allowed by law and Owner shall be responsible for all collection costs, including attorney fees incurred by WD Yards to collect payment.

33. WD Yards carries a Colorado pesticide applicators license and all necessary liability and Workman's Compensation insurance.

**Contract Price 2017 based on all options:**

(\$2,750.33 per month \* 9 months = \$24,753.00)

**Outline of itemized costs for the 2016-Growing Season per house:**

<u>Description:</u>	<u>Price:</u>	<u>Annual Total:</u>
Aeration:	\$504.00 per time	\$504.00 per year
Weekly Maintenance:	\$345.00 per week	\$12,420.00 per year
Irrigation startup:	\$300.00 per time	\$300.00 per year
Irrigation maintenance:	\$300 per month	\$2,700 per year
Irrigation Winterization:	\$300.00 per time	\$300.00 per year
Turf Fertilization / Weed Control:	\$272.00 per time	\$1088.00 per year
Tree / Shrub Care:	\$1133.00 per time	\$3,399.00 per year
Non-turf weed control:	\$1014.00 per time	\$3042.00 per year
Pond/Sump clean out	\$1000.00 per time	\$1000.00 per year

Owner:

Accepted by:

Date:

*Jim Dudnik, President*  
2/23/2017

Contractor:

Accepted by:

Date:

*William Ron*  
1-10-17

