



2022 LANDSCAPE MANAGEMENT CONTRACT  
Symphony Village at Centreville HOA

Symphony Village at Centreville

100 Symphony Way

Centreville, MD 21617

410-758-8500

## **SECTION 1. Introduction**

The following landscape management specifications establish the standards for grounds maintenance of Symphony Village at Centreville HOA (SVHOA). These standards outline an efficient horticulturally and environmentally sound program of the highest quality, promoting the healthy growth of turf and plant material, while ensuring the continual neat appearance of the site. All landscape practices shall utilize IPM (Integrated Pest Management) practices.

## **SECTION 2. GENERAL CONDITIONS**

**2.1.** The contractor shall supply and comply with an operational calendar (service schedule). Such calendar will include frequency and timing of work throughout the year. Deviation from this schedule should be requested and approved before commencing work. The initial service schedule will be provided to the SVHOA General Manager (GM), no later than March of each year. All modifications or changes are to be agreed upon by the General Manager

**2.2.** After each site visit, the site manager or their delegate shall complete a detailed written report of operations completed, and/or partially completed, for the purpose of facilitating communication and identifying problems. The report will be provided to the GM before departing the site.

### **2.3 Contractor Personnel**

- a. The contractor shall have an experienced site manager. This manager will have a two (2) or four (4) year degree in horticulture, agronomy, or a minimum of three (3) years of experience in landscape management at a supervisory level.
- b. Symphony Village will be divided into multiple sections for supervision and inspection. Contractor will provide qualifications and experience of Branch Manager, Account Manager, Operations Manager, Enhancement Manager, Onsite Supervisors, and chain of command. This shall include pesticide and fertilizer applicators. A copy of this information will be provided to the SVHOA GM and updated as necessary. Section supervisors shall not operate mowers, edger's, blowers, etc.
- c. The contractor shall have only properly trained personnel on site to perform all functions. They shall be trained in proper horticultural and mechanical procedures to ensure that all operations are performed safely and effectively.
- d. All contractor personnel shall be required to wear a clean company uniform. The contractor's personnel shall conduct themselves in a safe, courteous, and professional manner while on site. The supervisor shall conduct reviews of the crew's appearance and hold periodic safety meetings.
- e. Subcontractors for specialized trades are acceptable when the prime contractor does not have the expertise. Contractor must notify GM before work begins and a Certificate of Insurance, listing Symphony Village HOA as the certificate holder and the additional insured, must be provided.

### **2.4 Contractor On-Site Responsibilities**

- a. Reporting procedures: Supervisors shall report to the GM at the clubhouse at start of work day and file a written report upon completion of work. Damage to any property shall be reported to supervisor and relayed to GM the same day.

- b. Prior to March 1 of each year, contractor shall provide an initial calendar for the work year. The calendar will contain: (1) the schedule of weekly mowing operations; (2) a chemical schedule complying with the 2011 MDA fertilizer law October 1, 2013, and a list of-chemical products and dates to be applied; (3) date(s), application area map, product name(s), and purpose of herbicide application(s); and (4) schedule of perennial care and weeding of common area beds. fertilization and chemical spraying of tree beds and shrubs will be on an “as needed” basis. This will include documenting the reason for the specific application after approval of the GM.
- c. Contractor will meet and review with the SVHOA Landscape Committee representatives as needed but not more frequently than every 6 weeks beginning in March of each year to review the status of the contract expectations. All applicable supervisors, including irrigation supervisor, will be in attendance.

### **SECTION 3. SCOPE OF WORK**

3.1. The contractor shall provide all necessary labor, material, equipment, well-trained crew, and fully-trained supervisory personnel to properly maintain all developed land areas within the contract limits, including lawns, shrubs, groundcover, tree beds, perennial and annual plantings. No sub-contracting of work shall be permitted without full disclosure and approval by the GM.

3.2. The contractor will be responsible for removing any debris generated from landscape operations from the site. There is no provision for debris disposal on site.

3.3. There is no provision for the storage of contractor’s equipment on site.

#### **3.4 Turf Management**

- a. All turf areas covered by this contract shall be maintained in the highest professional manner at all times. The contractor shall maintain a current Maryland Certified Lawn Care Professional certificate. The quality of turf shall be determined by density, color, and uniformity.
- b. The work required shall include all labor, supervision, equipment, tools, and materials to complete the work outlined in these specifications and in accordance with professional turf grass management practices.
- c. *Mowing and Trimming:*
  1. First mowing shall be on or about the first Wednesday of April unless specified otherwise of each year (weather permitting). The turf shall be cut to a height of 3.5” to 4” as conditions dictate using rotary-type mower or reel-type mower. Blades shall be balanced and kept sharp at all times.
  2. The total amount of mowing’s in this contract shall be 23, with variances deemed appropriate due to weather or extenuating circumstances.
  3. Each occurrence of mowing shall be completed within a one-day time frame, weather permitting, each Wednesday. In the event a mowing date is changed due to weather or any other reason, mowing will be executed on the next appropriate work day. If change is needed, contractor will contact SVHOA GM 24 hours prior to the start of the next mowing.
  4. Mowing patterns shall be employed to encourage upright growth and permit the recycling of clippings.
  5. Excessive clippings resulting from growth rates exceeding proposed frequencies, or that remain as clumps, shall be removed from turf areas.
  6. Clippings shall be removed from all paved or mulched surfaces after completed mowing at the end of the work day. No provision is made for debris disposal on site.

7. String Trimming around HVAC equipment, foundations and areas that mowers cannot get to, shall be performed with each mowing. Work shall be performed using hand labor or mechanical devices, at contractor's discretion, to present a neat and trim appearance. Care should be taken to avoid "scalping". Should scalping occur, the contractor will reseed the area at no cost.
8. During each mowing occurrence, the upper perimeter of each stormwater pond shall be mowed. All ponds will maintain a 10foot wide buffer area around the waterline; the slopes down to the water will only be mowed once a year; if an additional mowing is determined by the GM, it will be limited to one additional mowing, down to (but not including) the buffer area. If a second mowing is not necessary, the cost will be credited to the Association.
9. Clear around resident water meters in front of homes, as required.
10. Contractor will develop a survey map of SV, noting areas of concern (wet areas, slopes, etc.), selecting the most suitable mower for the sites. These sites will be inspected by supervisors after each mowing. This map will be available to GM before first mowing.
11. Contractor will verify the operating speed of walk-behind mowers are set at Level 3 (walking speed). Contractor will regulate as many riding mowers as possible to walking speed, and assure that all mowers operate with mulch kits. Supervisors will provide regular training and reviews with work crews in order to maintain appropriate speeds. It is important that extra attention be paid to avoid creating ruts from the tractor tires; especially when conditions are wet; or hills/slopes are being mowed.
12. Contractor will ensure that the strategy in place will consolidate mowing, edging, and blowing as a single component so that clippings are removed prior to the end of the work day in residential areas, including sidewalks and driveways. Contractor will conduct ongoing training and work reviews for personnel using string trimmers to prevent damage to foundations and siding.
13. Work crews are to be advised to report any damage immediately to supervisors. They will notify GM by end of workday. If possible, the resident will be notified immediately. Contractor is responsible for timely and appropriate corrective action.
14. The embankment on Encore Court shall be 'cut back' in late June and November down to the stormwater management/natural area and tree line; such that ground cover is retained to prevent erosion. The "embankment" is defined as the steep slope starting at the railing at the end of Encore Court fanning out on either side down to the natural wood line and stormwater management area. The common area turf/hillside to the right of the Encore Court embankment shall be mowed to the wood line/natural area every other mowing; such that ground cover is retained to prevent erosion. All other hillsides and embankments (end of Harmony, Symphony, Encore etc.) will be 'mowed' down to the natural area or established boundary, with each mowing.
15. Bioswales alongside and behind homes are to be included in each mowing and grates/drains/etc. are to be cleared of any debris.
16. Weeds appearing in the playground mulch area are to be hand removed as needed but not less than during every other mowing.
17. The turf on both sides of Taylor Mill Road to Rt 213 is to be mowed no less than two (2) feet from the farm fields during each mowing.
18. Wherever grass exists, mowing on both sides of the asphalt walking path leading up to the sharp right turn when the path begins to run parallel to Rt 213 are to be mowed during every other mowing, to the degree possible.
19. Weed control will be performed for curbs and cracks in walks, and common area tree beds, as needed.

d. **Edging:**

1. Edging is performed where grass meets hard surfaces; i.e., sidewalks, front walks, driveways, and curbs. Routine edging is performed with every other mowing. However routine edging does not include tree beds, rear patios or garden areas, this is only completed once a year during mulching. All mulched areas shall be edged once annually, see Spring Cleanup.
2. All concrete walks shall be edged using mechanical methods at every other mowing (12X/season).
3. All accessible (non-parking) curbing shall be edged using mechanical methods at every other mowing (12X/season).
4. Areas that cannot be edged using a mechanical edger, will be edged using a weed-wacker every other mowing (12X/season).
5. All dirt and debris resulting from edging operations shall be removed. No provision is made for disposal of debris on site.
6. Edging around common area tree beds, shrubs and perennial beds; as well as edging around, residential front beds will be completed one time annually prior to mulching operations.

e. **Turf Care:** Contractor shall follow the current Maryland Department of Agriculture's fertilizer application specifications effective October 1, 2013.

1. Residential yards:

- **Application #1:** (March/April) Fertilizer/Crabgrass pre-emergent (Prodiamine) —Fast release polymer based granular nitrogen fertilizer 0.5 lb. N/1000 sq ft.
- **Application #2:** (April/May) A second pre-emergent fast release polymer based granular nitrogen fertilizer 0.5 lb. N/1000 sq ft.
- **Application #3:** (June/July) Broadleaf weed control (Lesco 3-way herbicide) post-emergent. Not a fertilizer or nitrogen application.
- **Application#4:** (October/Nov) A winter fertilization application is applied.
- **Application #5:** Held in reserve; to be utilized as determined by turf conditions at the time; as agreed upon by the GM and the Landscaping Contractor. Examples might include excess broadleaf, crabgrass, or nutsedge. May also be applied as a pre-emergent weed control (i.e. prevention of nutsedge).
- **NOTE - the specifics of any application may be modified beforehand as agreed to by Level Green supervisor and the S/V General Manager in conjunction with the Landscape and Irrigation Committee or assigned delegates.**

The dates of the chemical application shall be determined by weather and turf conditions. Application dates shall be projected in the annual service calendar provided to the GM prior to March 1 of each year. Any changes from the projected application dates must be approved by the GM. All excess fertilizer/herbicide on sidewalks/streets shall be cleared from these areas.

2. All chemical applications are to be complete over a three (3) day period. A map showing three (3) separate areas of the community and the corresponding application days must be provided to the GM no less than ten (10) days in advance of the scheduled application. The areas where chemical application

has been completed must be clearly and abundantly marked. The markers placed in the area treated on the first day are to be removed on the third day of application. All other markers must be removed in a timely manner but no later than the next mowing to indicate the areas in which the treatment has had time to be absorbed.

3. Common areas: Pond perimeters shall not be fertilized. All other common areas should be treated with fertilizer and weed control using same specifications as applied to residential yards.
4. Lime Applications: Soil Testing for Lime will be conducted annually. A Lime application will be applied in Fall, if substantiated by the test results. Future applications will be based on Soil Testing as described in Section f. below.
5. Fallen branches may be temporarily relocated to tree/garden beds or other non-turf areas to permit efficient turf mowing/fertilization. However, they must be removed from the site following such activity.
6. Noticeable weeds within all tree beds are to be treated/removed with each mowing.

f. ***Soil Tests***

1. A soil test shall be conducted annually commencing with the first year of the contract. The test shall be performed before April 15<sup>th</sup> and results shall be submitted to the GM no later than June 15<sup>th</sup> of each year.
2. The contractor shall follow the guidelines as outlined by the Maryland Department of Agriculture's (MDA) *Maryland Professional Lawn Care Manual* (October 2018) Chapter 4 *Soil Testing*.
3. There shall be a minimum of 12-15 subsamples taken from each area of the 4 construction phases of the community as defined by the *Maryland Professional Lawn Care Manual pages 17 and 18*. A plat map defining these areas will be provided by the GM upon request.
4. Previous turf treatments, such as lime application, shall be considered when determining the locations of the samples. The locations of the samples shall be marked on a map of the community and submitted to the GM when the samples are taken.
5. Samples shall analyze the soils pH, phosphorous, potassium, calcium, magnesium, sulfur, manganese, zinc, copper, iron, boron, cation exchange capacity (CAC). Soil texture may also be included.
6. All soil samples shall be analyzed by an MDA or equivalent laboratory. The results of the tests shall be presented to the Symphony Village GM along with a recommendation for any remedial action when appropriate.

g. ***Lawn Area Weeds, Disease, and Insect Control:*** According to IPM guidelines, contractor shall monitor insect and disease problems and treat them according to MDA Best Practices. An employee registered as a State of Maryland Licensed Pesticide Applicator and trained in the recognition, diagnosis, and treatment of major turf diseases and insect pests, shall at all times be on the alert for an outbreak of such pests. GM shall be notified immediately of an outbreak. Notification shall include recommended treatment and costs.

h. ***Aeration*** (as required in common areas only)

1. Established turf shall be aerated once per season to reduce damage resulting from compaction, and to improve turf receptiveness to seeding, fertilizers, etc.
  2. Aerification shall be accomplished utilizing a core-type aerator that will not damage irrigation sprinkler heads.
  3. Should a head be damaged, it is the contractor's responsibility to replace it and test for leaks, at no additional cost.
  4. The Contractor shall provide a recommendation and proposal for any Fall aeration and overseeding in the common area and residential turf no later than July 1<sup>st</sup> of each year.
  5. Fall aeration shall occur between September 1 and October 1<sup>st</sup>; or before irrigation system is shut down for the season.
  6. The aerator tines shall penetrate the soil to a minimum depth of one inch.
  7. Aeration cores shall not be collected from turf.
- i. **Overseeding** (Cost not included in base contract- see Appendix B for additional information)
1. Where applicable, mechanical over-seeding tall fescue grass shall be performed to strengthen weak areas of turf.
  2. Area requiring reseeding shall be reseeded at the rate of 4 lbs./1000 sq ft. All areas shall be reseeded with an approved certified seed, turf type tall fescue blend. Seed shall be clean, delivered in original unopened packages, and bearing an analysis of the contents, guaranteed 95% pure and to have a minimum germination rate of 85% at the time of planting. Weed content of all grass seed mixtures must not exceed .05%.
  3. Reseeding shall be incorporated with aeration.

### 3.5 Shrub Management - Residents may "Opt-Out" of residential front bed shrub management

- a. **Pruning**(Residential front beds and common areas only)
  1. All deciduous shrubs shall be pruned as necessary (at least twice/year). Care shall be taken not to remove too much of the flowering surface branches. The shrubs shall not be "sheared," rather pruned to maintain natural form. Pruning shall include removing dead wood, diseased wood, wood that is seriously infested with insects, weak wood that is not productive of bloom, excess suckers and shoots, and irregular growth.
  2. Evergreen shrubs shall be pruned/trimmed only as necessary to maintain their natural form.
  3. Pruning shall be done in the Spring and Fall.
- b. **Fertilization:** Shrubs shall be fertilized only once/year in spring during mulch operations. The fertilization program for shrubs shall provide the equivalent of .82 lb N/1000 sq ft per year (using Hollytone or equivalent).
- c. **Plant Bed Weed Control:**\_(Front beds only)
  1. All weeds are to be removed from beds as they appear.

2. Chemical weed control shall be used in shrub beds only when hand removal is impractical.
3. All weeds and grasses growing in the sidewalk and curb cracks shall be controlled with a non-selective herbicide when necessary.

**d. *Shrub Disease and Insect Control:***

1. An employee registered as a State of Maryland licensed pesticide applicator and trained in the recognition and treatment of diseases and insect pests shall be on the alert for an outbreak of such pests. The GM shall be notified immediately of an outbreak.
2. Insecticides and fungicide shall be applied by a State licensed applicator. Application shall be administered if IPM strategies warrant. Rates and timing shall follow manufacturer's recommendations.

**3.6 Use of Chemicals**

- a. All chemicals utilized by the contractor shall meet all federal, state, and local regulations. Material Safety Data Sheets shall be provided as required based on usage
- b. Contractor personnel shall wear protective clothing and devices during all chemical operations as required by law and/or manufacturer's directions.
- c. Contractor shall employ a State licensed pesticide applicator. Licensee shall be present on site during any chemical application.
- d. All chemicals need to be "pet friendly"; otherwise residential notification provided well before application.
- e. No less than one week prior to the scheduled application, contractor shall supply labels for all chemicals to be applied; along with an explanation as to the purpose of each application and the safety procedures for pets and humans.
- f. All treated areas must be clearly marked, immediately following all chemical applications. Contractors are responsible for removing all markers.

**3.7 Spring Clean-Up:** A general spring clean-up shall occur in February/March. This work shall include a number of covered activities contained in this agreement. These include;

- Removal of leaves, debris and trash from all areas
- The cutting back of specific plants in the common area and residential front beds
- Policing grounds for branches and twigs from overwintering damage
- Pond area and hillside cleanup
- Preparation for edging and the application of mulch in all appropriate areas



### **3.8 Mulch**

- a. Mulch shall be top grade, dyed double-shredded hardwood bark, free of all debris. Mulch shall be aged for a period of no less than nine (9) months.
- b. Mulch shall be applied to all previously mulched tree rings, shrub beds to ensure a depth of 1.0 inch to 1.5 inches once each spring. Existing mulch shall be raked and mixed with new mulch.
- c. All mulched areas shall be edged once each spring, creating a definite edge between turf and bed/tree ring. There shall be no encroachment of turf into mulched areas and no spillover of mulch into turf areas.
- d. All mulched areas shall be kept free of any grass clippings.
- e. Mulch will not be placed against the trunks or bark of trees/shrubs. A minimum space of six (6) inches must ~~sho~~ be allowed. This is an inspection item.
- f. Mulched tree beds will have a 'saucer like' appearance, gently sloped toward the base of the tree trunk.
- g. Plantings around utility boxes in front of homes are not to be mulched, fertilized or pruned.
- h. No rain garden, berm or retaining wall located entirely in or partially in the common area shall be mulched by the contractor at the Associations expense unless specified herein or approved by the Board.
- i. Product is registered with the Mulch and Soil Council.
- j. Free from foreign materials or other substances that are harmful to human health water quality or plant growth.
- k. Dyed mulch product is safe for pets, plants and the environment.
- l. Contains no detectible volatile organic compounds (VOC's).
- m. Poses no toxic risk to skin, eyes, lungs and internal systems.
- n. Raw materials used to manufacture these colorants come from naturally occurring colors found in earth's minerals and are specially formulated to be nontoxic to people, plants, animals and aquatic life.
- o. There is no additional cost to the community for this upgraded product.

### **3.9 Leaf Removal**

- a. All leaves shall be removed completely from lawn areas and walkways at least two times during the contract period, as required.
- b. All leaves shall be removed completely from all mulched bed areas and tree rings two times during the contract period.
- c. Accumulated leaves shall be removed from the site at the conclusion of each leaf removal operation. No provision is made for disposal of leaves on the site.
- d. All bio-swales, drains, and storm grates are to be inspected with each mowing, and kept cleared of all debris.

### **3.10 Seasonal Colors (Annuals: Summer and Fall)**

- a. This specification shall cover all items of seasonal color installation and management

- b. The work required shall include all labor, supervision, equipment, tools, and materials to complete the work specified and in accordance with professional horticultural and ornamental practices.
- c. Soil shall be loosened to a depth of 4 inches. Organic matter shall be spread over the bed to a depth of 1 inch and incorporated into the soil, if applicable. An approved mulch of triple shredded hardwood mulch shall be applied to a depth of 1 inch over the perimeter of the planting bed following installation of seasonal color.
  - 1. Before planting, all non-biodegradable pots shall be removed. Spring, Summer and Fall annuals shall be installed using 6-inch pots. All existing roots shall be completely surrounded by soil and shall be below the level of the mulch. Plant beds shall be watered thoroughly following installation. Plant beds shall be treated with a pre-emergent herbicide (such as Preen) to aid in the prevention of future weed growth.
  - 2. All seasonal color shall be pinched as needed to remove dead flower heads. Planting beds shall be weeded as necessary. Water shall be provided by irrigation.

### **3.11 Perennials (Residential front beds and Common areas Only)**

- a. In early spring any dead vegetation in perennial beds shall be removed.
- b. In spring perennials shall be fertilized with an organic fertilizer (such as Espoma).
- c. Perennials shall be cut back after first bloom is spent.
- d. Perennials shall be thinned or divided as needed in summer to encourage second bloom.
- e. Perennials shall be cut back after first “killing” frost.
- f. Dormant ornamental grasses shall be cut back to ground level in early Spring in order to leave stems and seed heads during winter months for overwintering wildlife.

## **SECTION 4. TERMS**

- 1. The terms of the contract shall be for a period of one year; with annual optional renewals available.
- 2. This contract shall be billed in 12 equal monthly installments throughout the contract year.
- 3. Landscape maintenance services shall begin on or about March 1 each year.
- 4. While keeping Total Contract at full value; swapping individual services (listed in Addendum) should be optional, upon mutual agreement between SVHOA and Contractor.
- 5. The contractor will provide all labor, equipment, materials, and supervision necessary to perform the specifications outlined herein to the satisfaction of the GM.
- 6. The contractor shall indemnify, defend, and hold harmless the Property Owner(s) and the Symphony Village at Centreville HOA (SVHOA), its members, directors, officers, agents, employees, contractors, successors, and assigns from and against all loss, cost (including, without limitation, attorney’s fees), expenses, liability, damages, proceedings, penalties, claims, causes of action of any kind, including, but not limited to, personal injury, including death, or for property damage or loss, arising as a result of negligent or intentional acts of all persons or equipment performing services under this contract while they are at or about the property, as well as arising in connection with Contractor’s failure to comply fully with any and all applicable laws and regulations, including, without limitation, any and all

applicable labor, environmental, and safety laws and regulations, and any licensing, inspection, or permit requirements.

7. The contractor shall carry, at his own expense, statutory and sufficient insurance coverage, including property damage, general liability, and worker's compensation. A Certificate of Insurance listing Symphony Village HOA as the certificate holder and the additional insured, must be provided to the Management Office upon contract execution. An updated Certificate of Insurance must be provided prior to the date of expiration thereafter.
8. Ruts caused by contractor equipment require corrective action (top soil, seeding, etc.) will be completed by the contractor at no cost to SVHOA.
9. The contractor shall provide the SVHOA with cost estimates for all labor and materials to be billed to the SVHOA prior to rendering any additional services.
10. SVHOA or the contractor reserves the right to cancel the contract with a 30-day notice with or without cause. In the event of contract cancellation, SVHOA agrees to pay all services that were performed prior to the cancellation of the contract.
11. It is understood that any and all additional material, such as mulch, topsoil, replacement of plants not guaranteed, and/or added shrubbery, etc., will carry an additional charge with a separate bill.
12. Contractor will acknowledge that no payment will be made for additional services such as aeration conducted without a signed contract.
13. Residents may "Opt-Out" of contracted services for front beds only at the start of the season.
14. Contractor shall be responsible for the cost of repair for any damage to a private residence or the common area.
15. Contractor shall be responsible for filling and re-establishing grass in any turf areas damaged by their equipment.

## SECTION 5. AGREEMENT

This Agreement is entered into by and between Level Green Landscape, L.L.C., hereafter referred to as the "Contractor", and Symphony Village in Centreville HOA hereafter referred to as the "Owner".

- 1) **Start Date:** This Agreement shall commence on January 1, 2022 and shall end on December 31, 2022.
- 2) **Consideration/Payment:** In consideration for the Contractor's performance described herein, Owner agrees to pay Contractor an annual sum of \$254,444. For the convenience of the Owner, the cost of the contract shall be in twelve (12) even monthly payments of \$21,203.67 commencing January 1, 2022.

Any variance(s) to the established contract herein will be presented to the owner no later than October 15th of the year prior to the commencement date of the next twelve (12) month contract term. An agreement containing said variance(s) shall be signed by the contractor and owner prior to the commencement of the next contract term

- 3) **Payments:** Invoices shall be sent on or about the first day of each month for current month's services and payment shall be due upon issue. A late charge of 1 ½% per month shall be charged on all amounts 30 days past due. If the Contractor does not receive a payment for any reason not deemed by the

Contractor to be the fault of the Contractor, the Contractor shall have the right, upon 24 hours notice to the Client, to (1) cease all work, or (2) terminate this contract, or both. The Client shall pay for all work completed, losses sustained, including lost profits, and consequential damages, as well as reasonable attorney's fees and cost of collection incurred as a result of the Client's failure to pay.

- 4) **Automatic Extension:** This agreement shall automatically renew for one (1) additional year on the first day of each thirteenth month following the start date of this agreement with the identical terms and conditions and remaining in force unless the owner notifies the Contractor in writing. Both parties, prior to the thirteenth month, may agree to a price adjustment in each annual cycle to adjust for scope changes as well as cost changes.
- 5) **Additional Services:** Services performed and or materials delivered, which are not specifically mentioned herein, but requested and authorized by the Owner shall be deemed 'additional services'. Additional services shall be proposed and billed separately from the amounts due in this agreement with payment due net 30 days upon receipt. The performance of and payment for additional services are subject to the terms and conditions of this agreement.
- 6) **Warranty Statement:** Level Green Landscape LLC agrees to warranty all existing ornamental plant material under its care contingent upon a full scope Landscape Management agreement. This warranty will cover all materials on site excluding trees over 5" in diameter. This warranty will not include plant death due to:
  - a) Vandalism
  - b) Acts of God
  - c) Management of any irrigation system by other than Contractor
  - d) Plant Material installed under two years of age by other than Contractor
  - e) Older Plants in decline due to their age
  - f) Plants with pre-existing horticultural problems that are identified and documented at the onset of this agreement.
- 7) **Materials, Supplies, and Equipment:** Contractor shall furnish materials, labor, supplies and equipment necessary to perform the services specified.
- 8) **Law:** The laws of Maryland shall govern this agreement.
- 9) **Attorney's Fees:** In the event that a suit or action commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to attorney's fees and costs, including appeal.
- 10) **Liability:** Contractor is an independent contractor. The Owner assumes no liability for the injury to the Contractor or Contractors agents or employees, unless the Owner, the Owners agents, servants, or employees cause such injury by negligence or intentional acts. The Contractor is liable only for the damage that is caused by the negligence of the Contractor, its agents, or employees. Neither party shall be liable to the other for any incidental or consequential damages arising from this agreement.
- 11) **Insurance:** The contractor shall furnish insurance certificates upon request, naming the Owners, officers, employees, and agents as additionally insured. Contractor shall maintain the required coverage throughout the length of this agreement. The coverage shall contain a 30-day notice of cancellation.

12) **Owners Duty to Inspect Work:** Owner has to inspect the work performed within seven days of services performed. If owner has a reasonable dissatisfaction with the work, Owner agrees to notify the contractor of deficiencies, in writing within 3 days. Upon such notification, Contractor shall have 14 days to rectify the deficiencies. If the Contractor corrects the deficiencies in accordance with the schedule, it shall not forfeit any amounts due under this agreement. If contractor does not receive written notice within 10 days from when the service was performed, Owner shall have waived any claims to recover past payments and/ or rights to withhold present or future payments due under this agreement.

13) **Termination:** It is agreed that either party may terminate this Agreement by giving 30 day written notice to the other party. Please note that the equal monthly payment in no way represents the value of work performed in any given month. In the event of cancellation/termination, Owner agrees to pay the Contractor any amount above and beyond the payments for actual work performed according to the chart below which illustrates the percent of contract value performed in each month.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0%	0%	20%	15%	10%	10%	10%	5%	10%	10%	10%	0%

14) **Notices:** Notice to the contractor shall be sufficient if made or addressed to Level Green Landscape LLC, 139 12th St. SE, Washington, DC 20003 and to Owner at principal place of business herein.

ACCEPTANCE: This agreement incorporates the terms and conditions included herein and are hereby mutually agreed to be a fully integrated agreement. By signing below and returning one copy within 30 days parties have read this agreement and fully understand contents.

CONTRACTOR:

By: 

Carlos Suarez-Aguilar

Account Manager

Date: 11-15-21

OWNER (or Authorized Agent)

By: 

Name: Patricia Fox

Title: Board President

Date: November 12, 2021

**APPENDIX A**  
**2022 Line Item Pricing - BASIC CONTRACT**

Description	Qty.	Cost Per Service	Total Amount
<b>Turf Maintenance</b>			
Mowing and Trimming	23	\$ 5,019.78	\$ 115,454.85
Police Turf/Landscape for Debris	23	-	Included above
Edge Curbs and Walks	12	\$ 410.17	\$ 4,922.00
Mow/Weedwack Ponds (2)	2	\$ 231.00	\$ 462.00
<b>Turf Chemical Applications</b>			
Pre & Post Emergent/Fertilizer (March/April)	1	\$ 7,714.35	\$ 7,714.35
Pre & Post Emergent/Fertilizer (April/May)	1	\$ 3,857.70	\$ 3,857.70
Post Emergent/Broadleaf Control (June/July)	1	\$ 4,042.50	\$ 4,042.50
Fertilizer (Oct/Nov)	1	\$ 3,857.70	\$ 3,857.70
Common Area Turf Treatment Reserve	1	\$ 3,731.70	\$ 3,731.70
<b>Seasonal Maintenance</b>			
Spring Clean UP	1	\$ 14,990.85	\$ 14,990.85
Perennial Care	2	\$ 2,020.20	\$ 4,040.40
Edge Beds and Tree Rings	1	\$ 9,810.15	\$ 9,810.15
Spring Mulch	1	\$ 50,278.20	\$ 50,278.20
Shrub Pruning (Spring & Fall)	2	\$ 1,618.57	\$ 3,237.15
Shrub Fertilization (Spring)	1		Included in mulch
Weed Control cracks & curbs	As Needed	-	\$ 10,295.25
Tree Bed Weed Control	As Needed	-	\$ 5,959.80
Leaf Clean Up	2	\$ 3,322.20	\$ 6,644.40
<b>Seasonal Flowers - Existing Common Area Beds</b>			
Install summer Annuals	700	\$ 3.67	\$ 2,572.50
Install Fall Annuals	700	\$ 3.67	\$ 2,572.50
Apply PREEN	2	-	Included Above

# TOTAL LANDSCAPE MAINTENANCE CONTRACT COST

\$ 254,444.00

This contract will be billed in 12 monthly installments of \$21,203.67 per month.

## APPENDIX B

### 2022 Line Item Pricing- OPTIONAL ENHANCEMENT SERVICES

Description	Qty	Cost Per Service	Total Amount
1) Over Seeding Common Area	Per Occurrence		\$4,354.35
2) Water Truck Services	Per Occurrence		\$65.00/hr
3) Lime (50lb/1000sq ft) if Soil Test warrants	Per Occurrence		\$939.00
4) Fall Mulch- Street Trees Only	Per Occurrence		\$8,757.00