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SPRINGHOUSE VILLAGE DAYBREAK

SPRINGHOUSE VILLAGE ASSOCIATION

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT ("***Agreement***") is made effective as of the date indicated in the attached Schedule A (the "***Schedule***") by and between SpringHouse Village Association, Inc. ("***SpringHouse Village***"), and the undersigned "*Contractor*" ("***Contractor***") (SpringHouse Village and Contractor may be referred to herein individually as a "***Party***" or collectively as the "***Parties***"). SpringHouse Village desires to retain Contractor as an independent contractor to perform certain services for SpringHouse Village and Contractor is willing to perform such services, on terms set forth more fully below. In consideration of the mutual promises contained herein, the Parties agree as follows:

ARTICLE I: GENERAL PROVISIONS

1.1. TERM. The term of this Agreement shall be as set forth in the Schedule (the "***Term***").

1.2. PAYMENT. SpringHouse Village shall pay Contractor for its Services (defined below) on a monthly basis, as indicated in the Schedule. All payments are subject to additions or deductions for modifications to the Services, made pursuant to Section 2.2 herein, or due to defective Services.

ARTICLE II: CONTRACTOR'S DUTIES

2.1. SERVICES. During the Term, Contractor will provide services to SpringHouse Village as described in the Schedule (the "***Services***"). Contractor shall use its best efforts to perform the Services, subject to the reasonable satisfaction of SpringHouse Village and by the completion dates specified by SpringHouse Village. Contractor shall furnish all materials, equipment, labor, permits, payment of taxes related to the Services, supervision, coordination, communication, and transportation reasonably necessary or advisable to timely complete all Services. Contractor shall not be authorized to perform any Services other than those specifically described in the Schedule. Labor and materials not included in the Schedule shall be bid in writing by Contractor as extra work and completed as authorized and evidenced by a purchase order signed by an authorized representative of SpringHouse Village.

2.2. QUALITY OF WORK. Contractor agrees to perform the Services according to the best practices known in the industry related to the Services. Unless otherwise specifically noted in this Agreement, Contractor's work shall be performed in accordance with the guidelines adopted by the Utah Landscape Contractors' Association and ANSI 300[1]. All equipment and materials shall be provided by Contractor and shall be fit for their intended use. All of the Services shall be subject to and comply with inspection and acceptance by SpringHouse Village and any city, county, or other public agency having jurisdiction over the property the Services will be performed on. All Services not conforming to the Specifications may be considered defective by SpringHouse Village, in its sole discretion.

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[1] The standards and specifications identified in this sentence and the prior sentence shall be referred to herein collectively as the "***Specifications***."

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(a) ***Correction of Defective Services***. If any Services rendered by Contractor fail to comply with this Agreement or the Specifications, then upon receipt of written notice from SpringHouse Village, Contactor shall, at its sole cost and expense, remedy and/or repair such defective Services within seventy-two (72) hours of its receipt of said notice. Notwithstanding anything to the contrary contained herein, Contractor shall not be held responsible for the damages to plant materials and/or irrigation equipment due to malicious causes, or "acts of God" ("***Damage***"). However, Contractor shall inform SpringHouse Village within five (5) days of it becoming aware of Damage. In the event Contractor fails to provide SpringHouse Village timely notice of Damage then Contractor shall be liable for the repair of the same pursuant to this Section 2.2(b).

(b) ***Emergencies***. Contractor shall provide 24-hour emergency service upon request. Emergency contact information shall be provided to SpringHouse Village upon request. Contractor agrees to use best efforts to address and resolve emergencies, to the greatest extent possible, as soon as is practicable.

2.3. TIME OF PERFORMANCE OF SERVICES. Contractor will perform the Services pursuant to the Schedule. Contractor agrees to use its best efforts to perform the Services pursuant to the Schedule subject to inclement weather and other unforeseen circumstances. Services shall be performed during normal business hours. For purposes of this Agreement, "normal business hours" shall mean from 7:00 a.m. to 5:00 p.m., Monday through Friday, with the exception of declared holidays. Work done during non-business hours shall be on an emergency basis as directed by SpringHouse Village. SpringHouse Village or its designated representative must approve all non-business hours and emergency work in writing in advance.

2.4. EMPLOYEES. Contractor's employees shall be in uniform including company logo while on the job site. Contractor's employees shall be U.S. citizens and/or legal residents. All vehicles shall be identifiable by permanent company logo affixed thereto. Service and/or transportation vehicles shall be parked on the subject property in such a way as to not block the free flow of traffic through streets.

2.5. MODIFICATIONS TO SERVICES. Any changes, modifications or amendments to the Services requested by SpringHouse Village must be requested in writing. Upon receiving Contractor's consent to the modification(s), the Parties will execute a written addendum to this Agreement which shall be incorporated into this Agreement, which identifies the modification(s) being made. Any addendum to this Agreement is not effective until signed by an authorized representative of SpringHouse Village and Contractor.

2.6. UTILITIES. Before commencing performance of the Services, Contractor will use its best efforts to locate all utilities that may affect or interfere with the performance of the Services.

2.7. INDEPENDENT CONTRACTOR STATUS. It is the Parties' intent that Contractor, at all times and with respect to all Services, function as and remain an independent contractor, and not an employee or officer of SpringHouse Village and neither Party shall represent to third parties that Contractor is an employee or officer of SpringHouse Village.

2.8. TAXES. Contractor shall be responsible for payment of all taxes on amounts received from SpringHouse Village hereunder.

2.9. INSURANCE. Contractor shall provide certificates of insurance naming Daybreak, SpringHouse Village, Capital Consultant Management Corporation, and their affiliates, successors and assigns as additional insureds. Minimum coverage shall be as follows:

(a) Workers' Compensation at statutory Workers' Compensation limits for occupational disease and injury coverage. Employers' Liability coverage is to be included at limits of not less than $1,000,000.

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(b) Comprehensive General Liability to include Premises and Operations and Products and Completed Operations at not less than single combined limit of $1,000,000 per occurrence.

(c) Auto liability on a comprehensive form including owned, non-owned, and hired vehicles if vehicles are to be used in the course of employment or on the job site. Limit of liability is to be not less than $1,000,000 per occurrence.

(d) Contractor shall carry a liability umbrella policy of not less than $2,000,000 in addition to the general liability and automobile policies.

(e) Property and Inland Marine Insurance if Contractor has equipment on the job site. The limit of coverage should be sufficient to cover any loss to Contractor's equipment.

(f) Each certificate of insurance must include a statement that SpringHouse Village shall be given at least a thirty (30) day's prior written notice of cancellation, expiration, or changes of any nature of the policy.

2.10. SPECIALISTS. There must be a certified arborist, agronomist, and chemical applicator/pesticide control operator either on staff or under contract to Contractor. Licenses and credentials of these specialists are to be provided contemporaneously with the execution of this Agreement. The cost of such specialists, if provided under subcontract rather than on staff, shall be borne by Contractor, and their charges shall not be billed to SpringHouse Village. If a subcontractor will be used, its licenses and professional and insurance certificates must also be presented as part of the Agreement.

2.11. VALUE ENGINEERING. Contractor shall perform value engineering for each job site including, but not limited to; removing unnecessary expenditures and presenting alternative ways of achieving maximal results. For example, Contractor should engineer systems that reduce water usage, provide for better clock management, utilize solar systems, etc., whenever it is reasonable to do so.

2.12. INSPECTIONS. Contractor shall conduct inspections with a SpringHouse Village representative as often as requested. Results of the inspection with problem resolution shall be documented by Contractor and provided to SpringHouse Village.

2.13. ENGLISH SPEAKING. All work crews performing the Services shall have an English-speaking supervisor at all times. This supervisor shall have a copy of all applicable Service-related plans on site for reference. The supervisor will check in with SpringHouse Village to pick up any landscape related work orders and keep SpringHouse Village aware of any landscape issues that would reasonably require SpringHouse Village's attention.

2.14. STAFFING. Contractor shall provide all necessary staffing to accomplish the Services. Contractor and SpringHouse Village shall use their best efforts to timely communicate regarding irregular events (i.e. storm damage, community events, etc.) where involvement by Contractor is desired by SpringHouse Village. Contractor shall also provide to SpringHouse Village the following information related to its employees and contractors: (a) Labor rates of each class of employee; (b) The average crew size dedicated to performing the Services; (c) a weekly status report as well as a monthly overview report of operations.

ARTICLE III: MISCELLANEOUS PROVISIONS

3.1. AUTHORITY OF SIGNATORY. The individual who signs this Agreement on behalf of Contractor hereby represents and warrants that he or she has full power and authority to legally enter into this Agreement on behalf of Contractor, and that, upon execution, this Agreement shall be binding upon Contractor in accordance with its terms.

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3.2. ENTIRE AGREEMENT AND AMENDMENTS. This Agreement constitutes the full and complete understanding of all rights and obligations between the Parties and supersedes all prior negotiations, proposals, and understandings, whether oral or written. The terms of this Agreement are not subject to amendment unless the amendment is made in writing signed by the Parties.

3.3. WAIVER. The waiver by any Party of the performance of any covenant, condition, promise or representation shall not invalidate this Agreement, nor shall it be considered a waiver of any subsequent, continuing or other covenant, condition, promise or representation.

3.4. ASSIGNMENT. No assignment of the rights or obligations in this Agreement will be permitted unless it is in writing and signed by the Parties.

3.5. ATTORNEY FEES. If any action or proceeding is brought to enforce or interpret any provision of this Agreement, the prevailing Party in such action or proceeding shall be entitled to reasonable attorney fees and costs in addition to any other relief to which such prevailing Party may be entitled.

3.6. APPLICABLE LAW AND JURISDICTION. This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah, without regard to conflicts of law provisions. Any jurisdiction or venue for any action or dispute arising from the terms of this Agreement shall lie solely in the state and federal courts located in Salt Lake County, Utah.

3.7. INDEMNIFICATION. Contractor agrees to indemnify, defend and hold harmless SpringHouse Village, its agents, invitees, and employees from and against all third party claims, damages, liability, expenses, and attorney fees incurred by SpringHouse Village, to the extent caused by failure to perform the Services, and the negligence, willful misconduct, failure to correct any deficiencies as outlined in 2.2(a), or omissions of the Contractor, or Contractor's agents or employee's.

3.8. SEVERABILITY. The terms of this Agreement are contractual, not merely a recital. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable for any reason whatsoever, the remaining provisions hereof shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

3.9. HEADINGS. The section headings herein are for convenience only and shall not limit in any way the scope of any provision of this Agreement.

3.10. INTERPRETATION. This Agreement was negotiated between the Parties. Each Party was allowed to consult an attorney prior to the singing of this Agreement; therefore, any rules requiring that terms be interpreted against the drafter shall not apply.

3.11. COUNTERPARTS. This Agreement can be signed in counterparts, which, taken together, will constitute the entire agreement. Facsimile signatures will be treated as original signatures.

IN WITNESS WHEREOF, the provisions of this Agreement have been read, understood and herewith accepted and the Parties hereto have duly executed this Agreement as of the day and year first above written.

SPRINGHOUSE VILLAGE ASSOCIATION, INC.
A Utah non-profit corporation

DocuSigned by:
By: Kelly Leid
639A8BA27EBE4FB...
Print Name: Kelly Leid
Its: Board President

CONTRACTOR: Thrive Landscape Services
A Utah Corporation

DocuSigned by:
By:
05F02BA9985649D...
Print Name: Derek Martindale
Its: Owner

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SCHEDULE A: SCHEDULE OF TERMS

Contract:	SpringHouse Village Association
Effective Date:	11/01/2023
Beginning Date of Term:	11/01/2023
Ending Date of Term:	02/28/2027
Early Termination:	Either Party, upon sixty (60) days' prior written notice to the other party, may terminate this Agreement, without cause or penalty.
Termination for Cause:	This Agreement may be immediately terminated for "good cause" by either party without penalty. "Good cause" is defined as (1) a failure of a party to perform his or her duties under the Agreement; or (2) willful misconduct of a party which could reasonably be expected to materially harm the other party.
Renewal:	Prior to the natural expiration of the Term (or any extension thereof provided for herein), SpringHouse Village may elect, in its sole discretion, to extend the Term for a period of six (6) months by sending notice to Contractor of the same.
Payment Date:	First day of each month
2024 Monthly Amount:	$ 184,792.50 (billed in 9 monthly installments each year March – Nov)
2025 Monthly Amount:	$ 194,032.13 (billed in 9 monthly installments each year March – Nov)
2026 Monthly Amount:	$203,733.74 (billed in 9 monthly installments each year March – Nov)
Total Number of Monthly Payments for Contract:	27
Total Contract Amount	$582,558.37
Services:	See the Attached Exhibit A
Service Area:	See the Attached Exhibit B
Snow Removal Rate:	See the Attached Exhibit C

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EXHIBIT A
(DESCRIPTION OF SERVICES)

I. GENERAL

A. Contractor agrees to perform value engineering throughout the entire property including, but not limited to; removing unnecessary expenditures and presenting alternate ways of achieving requirements. For example, cutting water usage, better clock management, solar systems, etc. All suggestions for value engineering shall be communicated to SpringHouse Village Association, Inc and approved via written correspondence.

B. Contractor shall provide all supervision, labor, equipment, tools, skills, transportation and materials required for the performance of the specified work as described herein. Labor and materials not included in the base contract shall be bid as extra work and completed as authorized and evidenced by a purchase order signed by an authorized representative of SpringHouse Village.

C. Contractor agrees to perform the best landscape maintenance practices known in its industry. Unless otherwise specifically noted in this agreement, the Contractor's work shall be performed in accordance with the guidelines adopted by the NALP and ANSI 300. Contractor shall act as an independent Contractor, and direct such personnel as required performing the services herein. Contractor shall exercise full and complete authority over its personnel.

D. All Contractor employees shall be in uniform including company logo while on the job site. All Contractor employees shall be U.S. citizens and/or legal residents. All vehicles shall be identifiable by permanent company logo. Service and/or transportation vehicles shall be parked on the property in such a way as to not block the free flow of traffic through the streets of the Community.

E. Normal business hours shall be from 8:00am – 5:00pm. Monday thru Friday, with the exception of declared holidays including, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Years Day. Work done during non-business hours shall be on an emergency basis or as directed by SpringHouse Village designated representative. SpringHouse Village designated representative must approve all non-business hours and emergency work in advance.

F. Contractor shall within five business days following award of contract provide certificates of insurance naming the following as additional insured's:
- SpringHouse Village Association
- Daybreak Community Association
- CCMC

Minimum coverage shall be as follows:

- Workers' Compensation at statutory Workers' Compensation limits for occupational disease and injury coverage. Employers' Liability coverage is to be included at limits of not less than $1,000,000.Comprehensive General Liability to include Premises and Operations and Products and Completed Operations at not less than single combined limit of $1,000,000 per occurrence.
- Auto liability on a comprehensive form including owned, non-owned, and hired vehicles if vehicles are to be used in the course of employment or on the premises. Limit of liability is

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to be not less than $1,000,000 per occurrence.

- Contractor shall carry a liability umbrella policy of not less than $2,000,000 in addition to the $1,000,000 General Liability and Automobile policies.
- Property and Inland Marine Insurance if Contractor has equipment on the premises. The limit of coverage should be sufficient to cover any loss to Contractor's equipment.
- Each Certificate of Insurance must include a statement that shall be given at least a thirty (30) day written notice of cancellation, expiration, or changes of any nature of the policy. This statement may not include a phrase such as, "but no responsibility is assumed by failure to do so."

G. Either party, upon 60 days written notice to the other party, may terminate the contract, without cause or penalty.

H. The contract shall be subject to immediate cancellation for cause by either party without penalty.

I. SpringHouse Village shall be invoiced, monthly, in arrears. Invoices shall detail all items and costs by area. Payment terms shall be NET 30 days, approximate. Monthly billing shall only include items listed in the Billing Matrix.

J. Separate invoicing shall be done for any labor and materials for additional work. Copies of receipts of purchase for actual materials must be submitted with each invoice and Contractor mark-up may not exceed 10% of actual material purchased.

K. Contractor shall bill SpringHouse Village for landscaping maintenance services, pursuant to the monthly payment amount indicated in Schedule A, within 60 days of performing the service being billed for. In the event Contractor fails to timely invoice such services it shall be deemed to have waived its right to compensation, therefore.

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Landscape Specifications

II. GENERAL

A. Contractor shall submit with their proposal copies of current local, state and federal licenses held by Contractor.

B. There must be a certified Arborist and Chemical Applicator/Pesticide Control Operator (PCO) either on staff or under contract to the Contractor. Licenses and credentials of these specialists are to be provided with on the bid tabulation sheet. The cost of such specialists, if provided under subcontract rather than on staff, shall be borne by the Contractor as part of the contract amount, and their charges shall not be billed to DCA. If a subcontractor will be used, its licenses and professional and insurance certificates must also be presented as part of the contract.

C. During contract term Contractor shall conduct inspections with a SpringHouse Village representative as often as requested. Results of the inspection with problem resolution shall be documented by Contractor and provided to SpringHouse Village representative.

D. On site crews shall have an English-speaking supervisor at all times. This supervisor shall have a copy of all irrigation "as-built" plans on site for reference. Irrigation "as-built" plans will be given to Contractor from SpringHouse Village Association, Inc.

E. Supervisor will check with SpringHouse Village representative to pick up any landscape related work orders and keep SpringHouse Village representative aware of any landscape issues requiring SpringHouse Village's attention. Many notifications of issues within the PROJECT will be delivered electronically via the *Daybreak Direct* computer internet application (app). Contractor shall respond to all such issues and complete all work included in the SCOPE OF WORK: LANDSCAPE BASIC WORK. Work items submitted through *Daybreak Direct* which are NOT included within the SCOPE OF WORK: LANDSCAPE BASIC WORK shall be performed if authorized in a WORK ORDER signed by SpringHouse Village. Contractor shall undergo training in the *Daybreak Direct* app with SpringHouse Village representative. This training shall be included in the LANDSCAPE BASIC WORK and shall be scheduled at the reasonable convenience of SpringHouse Village.

F. Contractor shall be available to attend Springhouse Village Board of Directors meetings (assume attendance at three (3) meetings annually), monthly Springhouse Village Landscape Committee meetings (assume attendance at nine (9) meetings annually) and occasional community meetings (assume attendance at two (2) meetings annually) related to landscaping and snow pushing issues. CONTRACTOR shall be notified at least 48 hours in advance if attendance is required.

G. Contractor shall provide 24-hour emergency service, seven days per week. Emergency contact information shall be included with the contract.

H. Contractor shall provide full time staffing level to SpringHouse Village.
   a. Labor rates shall be included in the bid package for each class of employee. The number of SpringHouse Village dedicated crew members is to be included in the bid package.
   b. The contractor shall provide sufficient labor and equipment to accomplish the scope of work frequencies described in this document.
   c. The contractor and Community Manager shall communicate regarding irregular events (i.e. storm damage, community events, etc.) where involvement by the contractor is desired. Schedule adjustments shall be considered and accomplished whenever possible.

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d. Contractor will provide weekly status report to the Manager as well as a monthly overview report to be distributed to the Board of Directors. SpringHouse Village to approve templates for reporting.

I. Contractor shall provide at the commencement of the season a schedule of all contracted or planned activities including but not limited to mowing, fertilization, aeration, weed control, pruning, etc.

J. The Contractor shall not be held responsible for the damages to plant materials and/or irrigation equipment due to malicious causes, or "acts of God". It will be the responsibility of the contractor to inform the Owner's authorized representative within five days of any damages due to the above causes.

III.SCOPE OF WORK

Turf Maintenance:

A. **Mowing schedule** - All lawn and turf areas shall be maintained at a minimum height of 3 ¼ inches to a maximum height of 4 inches. No more than 30% of the growth shall be mowed off at any mowing. If a scheduled mowing day falls on an observed national holiday or inclement weather prevents the regular service, a makeup schedule shall be established at no additional cost to SpringHouse Village. Mowing shall be coordinated with watering cycles to avoid wet mowing. Sharp, well-balanced mower blades shall be used to prevent "shredding" of grass blades. All grass clippings shall be mulched or collected and disposed of off-site on the day of service. No remnant clumps of turf to be allowed following mowing. All mowing schedules shall be established at the beginning of the contract period. Any change in the mowing schedule must be approved in advanced by SpringHouse Village, in writing. Turf mowing shall be the second full week of April, weather dependent for the month of April, through the second full week of October.

B. **Aeration** - Contractor shall provide all equipment and labor required to provide one (1) aeration at the clubhouse and common areas year one and one (1) aeration at the homes year two, in the spring, The aeration process shall result in cores spaced at approximately 6 inches on center, core depth to approximately 4 inches, using a minimum 3/8-inch tine.

C. **Grub treatment** - Contractor shall treat all turf areas with preventative grub control. Chemical shall be applied per manufacturer's recommendations as additional work upon approval. Follow-up treatments, where needed, are included in the base maintenance bid and shall be completed as soon as possible after first indications of turf damage appear.

D. **Soil Amendments** - The cost for routine soil amendments shall be billed separately and on as needed basis. Contractor shall obtain approval prior to applying amendments.

E. **Edging and Trimming** - Turf areas adjacent to hardscaped areas such as walks, drives, and curbs shall be bi-weekly with a steel blade edger. The edging shall not allow the turf to mound up or invade any shrub beds, sidewalks, asphalt, or other hardscaped areas. Tree wells, irrigation boxes, and any structures within the turf areas shall be string trimmed to present a "detailed" appearance. Chemical applications of herbicides may be necessary if mechanical edging is injurious to existing plant material. All materials applied shall be blown off any hardscapes to prevent staining. Shovel cutting shall be done in the Spring. Hard edges to be done every other week.

F. Contractor shall protect and maintain all trees with tree rings in turf areas from damage by string trimmers or mowers. Trees so damaged that die or are severely damaged shall be replaced at Contractor's expense with tree of similar height and caliper if available.

G. **Over seeding, Reseeding or Sod Installation.** Contractor is responsible to return damaged areas to an undamaged condition equivalent to adjacent undamaged areas.

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Exceptions include turf damage from special events or overuse, natural outbreak of disease that occur despite prompt attention, or conditions that are beyond the control of Contractor; in such cases the Work shall be Landscape Additional Work.

H. **Pop Up Roof Drains** –String trimming around each pop-up drain in turf areas shall be completed weekly during mowing to prevent blockage from debris. Any pop-up drain damaged during the mowing or landscape maintenance must be replaced by the Contractor.

I. **Fertilization** - Fertilizer shall be applied to turf areas at recommended quantities, to produce a consistent green turf. All turf shall be fertilized 4 times per season with a balanced turf fertilizer.

(slow release) to provide adequate nutrient levels. Labor and material cost to be included in the base maintenance bid. The contractor shall provide a specific schedule for fertilization. Application rates shall be included with the fertilization schedule. There shall be a total of (4) four applications as stated below:

a. There shall be (1) one fertilization with pre-emergence in the Spring(March/April)
b. There shall be (3) three fertilizations throughout the season, (6) six to (8) eight-week periods.

J. **Watering** - Lawns shall be watered at such frequencies as weather conditions require, replenishing soil moisture to the root zone. Adjustments needed for areas on the IQ system, Weather TRAK system, or other systems, will be the responsibility of contractor. Contractor shall also provide irrigation schedules.

K. **Weed, Disease and Pest Control** - Control of broadleaf weeds and nuisance grasses shall be performed with selective contact herbicide and/or manually removing the weeds. Reasonable application of pre-emergence and post-emergence herbicide to control grassy weeds from germinating shall be included in the Landscape Basis Work. All turf areas shall be inspected weekly for signs of weeds, insects or disease. If needed, Contractor shall contact the Department of Agriculture or turf specialist to correctly identify the weed, pest or pathogen and to determine the proper and timely treatment.

- Pesticides shall not be applied unnecessarily. All restricted-use pesticides shall be applied by or under the direct supervision of a certified pesticide applicator, and shall be used in accordance with the requirements of the Environmental Protection Agency and other federal, state and local regulations. Proper signage of closure shall be made to close areas to general public if pesticide usage warrants such closure.
- Neat application of herbicides for trimming shall be followed by mechanical trimming to define a sharp, well-defined edge with no unsightly burn or die-back.

L. **Chemical Control** - Contractor shall be responsible for all application equipment for pesticide application and storage. Records of all application dates, times, methods of application, chemical formulation, applicator's name and certification number and weather conditions shall be made and retained by Contractor in an active file for a minimum of 2 years. File shall be copied and made available to SpringHouse Village upon request. Safety Data Sheets (SDS) for all chemicals shall be provided by Contractor to SpringHouse Village. Contractor employees and subcontractors shall be trained in the safe application, storage and disposal of chemicals in accordance with all federal, state and local requirements.

Shrub and Ground Cover Maintenance:

A. Shrub and ground cover trimming shall be performed in General Areas of Service.

B. **"No Trim" List.** SpringHouse Village has given the residents the option to do their own pruning and trimming instead of having it done by Contractor. SpringHouse Village will maintain a "No Trim" list which will be provided to Contractor. Each property on the "No Trim" list is required to have a sign in their front yard provided by SpringHouse Village

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which shows "No Trim" in English and Spanish. No shrub or ground cover pruning shall be performed by Contractor on properties on "no trim" list. Contractor will notify SpringHouse Village of any mishaps. Trim list is for the entire season.

C. **Annual Plant Inspection with Replacement Recommendations** – All plants shall be inspected before June 1 and a report detailing which plants need replacing sent to SpringHouse Village by June 15. Any plant replacement shall be at the option of SpringHouse Village and the price and schedule will be set forth in a work order signed by SpringHouse Village.

D. **Pruning** - Prune and shape as necessary to maintain the natural form of the plant; to maintain growth within space limitations; and to eliminate damaged or diseased wood. Pruning to be performed on plant types based on plant needs and recommendations of the Arborist. No more than 30% of the growth should be pruned at any one time. Shrubs shall not be clipped into balled or boxed forms unless required by the design. Edge ground cover as needed to keep from spreading over walks and curbs or up walls and into other plants. Trimming waste shall be disposed of off-site on the day of service. Shrub pruning shall be done a minimum of two (2) times per maintenance season, or as needed to maintain their natural form. Roses shall be pruned just before bud break in the spring.

E. **Fertilization** - All plants shall be fertilized as required with full spectrum granular fertilizers to provide adequate nutrient levels. Labor and material cost to be included in Contractor's bid price. The Contractor shall provide a species-specific schedule for fertilization. A tree fertilization schedule shall also be provided by the contractor and attached to the contract. Application rates shall be included with both fertilization schedules. There shall be a total of one (1) pre-emergent/fertilization in the Spring (March/April).

F. **Weeding** - All granite areas, shrub beds, planter islands, and ground cover areas shall be kept reasonably free of noxious weeds and grasses by post-emergence herbicides, and/or manually removing the weeds and grasses. Weeds over 4" tall must be hand pulled. Weeding shall occur twice per month on a rotational basis. The cost of said weeding shall be at no additional cost to SpringHouse Village. No visible weed shall be allowed to persist longer than two (2) weeks. Small turf weeds will be sprayed and larger weeds pulled.

G. **Watering** - Duration and frequency shall be dictated by plant needs. Use of a soil probe to monitor soil moisture levels in the root areas shall be performed as required. Adjustments needed for areas on the IQ system, Weather TRAK system, or other systems, will be the responsibility of contractor.

H. **Insect/Pest Infestation** - Contractor shall maintain constant attention for pest invasion of shrubs and ground cover areas. Contractor shall take proper control measures upon approval of cost by SpringHouse Village. Control of bees and mosquitoes shall be excluded from the contractor's responsibility.

I. **Ornamental Grasses** - Shall be cut in the Fall and any others in the spring cleanup.

Trees:

A. Pruning -

a. Prune and shape only as necessary to maintain the natural form of the plant to maintain growth within space limitations, to thin the overall canopy, and to eliminate damaged or diseased wood. Maximum pruning shall not exceed 30% of tree growth at one pruning. Pruning shall be done by arborist approved standards and under the supervision of a licensed arborist. Arborist costs to be included in contractors bid price.

b. Height limitation for tree pruning covered in this specification is 12 feet. On trees over 12 feet in height, only low-hanging branches that present a hazard to pedestrian or vehicular traffic shall be pruned. All low branches shall be trimmed for safety in an aesthetic manner to conform to the natural shape of the tree.

c. Pruning of trees shall be done once per year in the dormant season. All trimmings, dead wood,

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crossing branches, etc. shall be removed from the site the same day. (Pruning will typically take place November 1 - May 1). Pruning shall be at an additional cost to SpringHouse Village.

B. **Fertilization** - All trees shall be fertilized only to address nutrient deficiencies with adequate fertilizers. Labor and material cost to be at an additional cost to SpringHouse Village.

C. **Staking and Guying** - Stakes and guys on existing trees shall be inspected continually and adjusted. as necessary. Nursery stakes should be removed from all trees. Labor and materials to perform removal or re-staking of trees shall be an additional expense to SpringHouse Village.

SPRING AND FALL CLEAN UPS:

A. **Spring Cleanup.** Before the mowing season begins, Contractor shall cut back all perennials and grasses that were not cut back in the fall clean-up and complete any tree and shrub pruning not completed during the fall. Contractor shall thoroughly clean up trash, leaves, branches, and twigs that accumulated throughout the winter. This includes the lawns, landscaping beds, street gutters, etc. This will be a one-time per year clean up. Failure to complete the Spring Cleanup by April 30th of each year will result in a $5,000 decrease in the Monthly Amount contained in Schedule "A". Such decrease shall not be subject to the 30-day cure period. Spring Cleanup may be completed in the month of April, dependent upon weather conditions that may push the Spring Cleanup later into the month of April.

B. **Fall Cleanup**. Cut-back all perennials and decorative grasses that are going dormant and complete any tree and shrub pruning. Before November 30th thoroughly clean up trash, leaves, branches, and twigs from lawns, landscaping beds, street gutters, etc. This will be a one-time per year clean up. Failure to complete the Fall Cleanup by November 30th of each year will result in a $5,000 decrease in the Monthly Amount contained in Schedule "A". Such decrease shall not be subject to the 30-day cure period.

Walkway, Driveways and Parking Lots:

A. **Sweeping** - All walkways and driveways along landscaped areas shall be cleared of landscaping debris on day(s) of service. Parking lots shall be kept swept or blown off within one foot of all curbing unless obstructed by vehicles, etc., on day(s) of service. All rip-rap shall be kept free of weeds and clippings.

B. **Weeding** - All grass and weeds growing in cracks of sidewalks, curbs, rip rap and asphalt adjacent to landscaped areas shall be manually and/or chemically controlled. All labor and materials costs shall be included in the contract.

Debris Removal:

A. Contractor shall police the following areas for litter and debris on day(s) of service. This shall include, but not be limited to, granite areas, walkways, streets, and parking lots, green belts and open spaces. Regular occurring construction debris shall be included in this clean up. However, if excessive, localized debris occurs, the contractor shall immediately notify SpringHouse Village.

B. All debris shall be disposed of on day(s) of service as necessary to present a clean appearance.

C. Rubbish and plant material to be disposed of off-site on the day of service at contractor's expense.

Irrigation System:

A. Watering of turf, trees, shrubs and groundcovers shall be performed at such frequencies as weather conditions require for adequate moisture to penetrate and replenish water throughout the root zone, and only as frequently as necessary to maintain healthy growth.

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Adjustments needed for the irrigation systems, will be the responsibility of Contractor

B. In addition to culinary water areas, the community uses secondary water from the Daybreak Secondary Water Distribution Company. It is expected the contractor is familiar with secondary water and understands the constraints accompanied by such a system. The contractor will be responsible for usual and reasonable wear and tear associated with secondary water. These would be defined as algae build-up and small debris (less than ½") in valves, heads and nozzles that would require regular flushing and cleaning. It is expected the costs associated with this maintenance is included as part of the contract. Exclusions to this would include broken or irreparable damaged components of the irrigation system as a result of secondary water. Any extra charges associated with secondary water will need to be communicated to the SpringHouse Village representative with-in 24 hours of the incident. Work will be conducted on a time and materials basis.

C. Adjustments needed for areas on the IQ system, Weather TRAK system, or other systems, will be the responsibility of contractor.

D. Before beginning the maintenance program, the Contractor shall inspect all systems and report damage or incorrect operation to the Owner. Any site containing a Rainbird clock which is controlled by a central control computer must be managed and inspected by a qualified person. All sites that are controlled by IQ or Weather TRAK shall be run by IQ or Weather TRAK; running in stand-alone mode will not be accepted.

E. A certified person for the type of work performed will have achieved irrigation technician certificates and have full understanding and knowledge of the central control system.

F. The contractor will provide at least one other qualified person to serve as a backup and who is qualified to implement and/or communicate the necessary modifications to the system in the event of his or her absence.

G. The contractor shall monitor secondary water usage and not exceed the allocated amount for Area of Service. The contractor shall reimburse any overage charges received by SpringHouse Village from the Daybreak Secondary Water Distribution Company (DSWDC) due to contractor exceeding the allocated amount.

H. Daybreak Secondary Water Distribution Company shall provide secondary water usage reports "water tracking" on a monthly basis and Contractor will be required to attend a monthly water usage meeting.

I. Irrigation system shall be inspected, 2-hours per week for 26 weeks, for proper operation during normal work schedule. Sprinkler heads shall be continually adjusted to promote proper coverage in accordance with the minimum requirement of the plant material.

J. Set and program automatic controllers for seasonal water requirements. It is the Contractor's responsibility to adjust the system to apply water in accordance with plant requirements based on weather and soil conditions. The program shall minimize runoff. Water and power are to be supplied by the Owner.

K. Contractor shall provide all labor and materials for irrigation repairs. Repairs will be made on a time and materials basis All parts replaced must be with same type, size and precipitation rate.

L. Major repairs will be made, upon approval, within 48 hours of Owner approval. Repairs over $500 will require written approval from Owner before repairs can be made. All repairs that are priced under $500 are pre-approved as per this contract, however, if individual repairs cumulatively exceed $2000 in a 30-day period, any additional repairs shall require written approval by Owner.

M. If possible, automatic controllers will be programmed to apply water during early morning hours before 6:00 a.m. to reduce the possibility of disease and to conform to periods of low traffic.

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N. Valve boxes shall be maintained free and clear of vegetation.

O. Repairs critical or necessary to the continued viability of the plant material are deemed authorized without necessity of extra work authorization, up to $500.

P. Some plant material will require irrigation during the winter months when the irrigation system is turned off. It is the responsibility of the Contractor to see that watering needs of these plants is met. This will be done on a per time basis (cost per plant).

Q. Any damages to system caused by Contractor's equipment or carelessness while carrying out maintenance operations shall be repaired without charge to SpringHouse Village.

R. Vandalism or accidental damage caused by others shall be repaired and reported to SpringHouse Village. Contractor shall be paid for all parts required to be replaced and/or repaired and shall be paid normal labor rates if Contractor incurs additional labor costs, pre-approved up to $500.

S. The contractor shall maintain a 24/7 on-call irrigation specialist to operate the irrigation system in case of an after-hours emergency.

T. Repair without charge to Owner all damages to system caused by Contractor's operations. Perform all repairs within one (1) watering period.

U. Report promptly to Owner all accidental damage not resulting from Contractor's negligence or operations.

V. Continually monitor the irrigation systems with thorough inspections once each week during the growing season up to 2-hours each week. Verify that the system is functioning properly as designed. Make program adjustments required by changing field conditions and/or by communication with the water manager.

W. Prevent spraying driving lanes on roadway, windows, building walls and site structures by adjusting sprinkler heads, valves or both. Do not allow water to atomize and drift.

X. Maintenance contractor will be responsible for starting the Irrigation System up in the spring, and making all repairs, replacements and adjustment to the system so that the entire system is working as designed. The cost of all replacement parts, broken through no fault of the contractor, will be reimbursed to the Contractor by the Owner. Irrigation labor as part of the irrigation startup is to only turn on water and ensure coverage of irrigation watering. Labor to make repairs to irrigation system will be billed at Time and Material rates to Owner.

Y. Maintenance contractor will be responsible for shutting down the Irrigation system to avoid the risk of freezing in the fall which includes blowing out water from the entire mainline and remove water from all other areas where freezing may occur. The contractor will close all irrigation valves, filters and drain valves after winterization to ensure damage does not occur when the water system starts up in the spring. Any damage to the system that occurs due to a valve not being closed will be paid for by the Contractor.

Maintenance Period:

A. Landscape Maintenance period is to begin March 1st and end November 30th. Contractor to inspect trees and plant material monthly (as needed depending on snow fall) during the months of December, January and February, to determine if winter watering is needed. Monthly inspection is to be included in the contract price.

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Snow Removal Specifications

IV. GENERAL

A. Contractor shall provide snow and ice removal services for the areas designated in Exhibit B (the "Designated Areas").

B. Contractor is not responsible to return to areas previously plowed by Contractor to remove berms left by the city, drifts, snow melt, refreezing, etc.

C. Contractor shall push snow and ice on all walkways and stairs. Where ice pushing is not practical or where walkways or stairs refreeze, Contractor shall apply ice melt.

D. Prior to first snowfall, Contractor may, at its discretion, mark edges of areas to receive Snow Pushing Services with reflective driveway markers or other method chosen by Contractor and approved by SpringHouse Village to minimize damage to adjacent turf and landscape areas. Reflective markers will be paid for by Owner as an additional cost after written approval by Owner.

E. Contractor is to exercise caution in landscaped areas adjacent to snow pushing surfaces and used as snow storage areas. Contractor is responsible to repair all turf, shrubs, landscaped areas and hardscape within or adjacent to areas designated for Snow Pushing Services and areas used for snow storage which are damaged by Contractor's Snow Pushing efforts at no additional cost to SpringHouse Village. If no reflective markers are approved by Owner, Contractor shall not be liable for snow damages as dictated in above section.

F. Contractor shall remove snow and ice from the Designated Areas as soon as at least two (2) inches of snow has accumulated at the end of the storm event.

G. Contractor shall use concrete safe ice melt.

H. Contractor shall diligently monitor the snow fall in the Designated Areas and self-dispatch in order to timely and fully comply with the snow and ice removal terms contained above.

I. Snow removal shall be completed within 24 hours of end of storm.

J. Starting point and rotation for snow pushing shall be varied with each event so residents will be subjected to noise of operation at varying times.

K. Contractor shall notify SpringHouse Village once all snow and ice has been cleared to signal the end of the snow event.

L. Contractor shall be especially diligent in removing snow in and adjacent to handicap ramps

M. In the event Contractor self-dispatches to remove snow when less than 2 inches of snow has accumulated, Contractor will not be paid for such snow removal services. However, SpringHouse Village may specifically request snow removal services in writing when less than 2 inches of snow has accumulated, or when ice has accumulated, and Contractor will be paid the agreed- upon rates for a 2" – 4" snow event for such services. Written approval can be email or text message.

N. SpringHouse Village may request that Contractor cease self-dispatching at any time by providing written notice to Contractor. In the event SpringHouse requests that Contractor cease self- dispatching, SpringHouse Village may still specifically request snow removal services as deemed necessary by SpringHouse Village. Contractor shall not be liable for any damages or slip/falls or injuries due to snow/ice accumulation if Owner states a cease in self-dispatching by Contractor.

O. Contractor shall bill SpringHouse Village within 10 business days from the last day of the snow event, pursuant to the Snow Pushing Services Bid Sheet , within 10 days of performing the service being billed for. In the event Contractor fails to timely invoice such services it shall be deemed to have waived its right to compensation therefore.

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EXHIBIT B
(AREA MAP)

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EXHIBIT C
(Snow Bid)