

GRANDEZZA LANDSCAPING

Ground Maintenance and Snow Removal Agreement

NAME OF ASSOCIATION/BUSINESS: Hartsock H.O.A.

LOCATION:

AGREEMENT

This AGREEMENT is made and entered into this 11 day of June, 2021, by and between Hartsock HOA hereinafter referred to as the ASSOCIATION/BUSINESS and GRANDEZZA LANDSCAPING. It is hereby mutually agreed and understood that for and in consideration of the sum or sums to be paid to GRANDEZZA LANDSCAPING by the ASSOCIATION/BUSINESS, as set forth in this contract, the said GRANDEZZA LANDSCAPING shall furnish all labor, permits, equipment, accessories, and material and shall perform all work in a good, substantial, timely and workman like manner, in accordance with the provisions and specifications of this agreement. GRANDEZZA LANDSCAPING hereby recognizes that ~~Bennett-Shellenberger Realty Inc.~~ *J.R. Management Agent* is the MANAGING AGENT for the ASSOCIATION/BUSINESS and agrees to cooperate fully with the MANAGING AGENT in the administration of this contract. *SAB.*

CONTRACT TERM

The term of this agreement shall begin on June 15, 2021 and end on May 31, 2022.

SCOPE OF WORK

GRANDEZZA LANDSCAPING will provide grounds care and maintenance only on the grounds of the Association/Business as shown on the enclosed map A, if included.

YES NO GRANDEZZA LANDSCAPING will also provide Fertilization/Weed Control Services.
 YES NO GRANDEZZA LANDSCAPING will also provide Snow Removal services.

GROUNDS PAYMENT TERMS

The total grounds payment under this agreement, except repairs is \$4,860.00 for a 12 month period and will be payable in 12 monthly installments of \$ 405.00.

INSURANCE

GRANDEZZA LANDSCAPING agrees to carry a policy of liability insurance with limits of at least \$1,000,000, which policy shall name the ASSOCIATION. GRANDEZZA LANDSCAPINGS also agrees to carry Worker's Compensation Insurance. GRANDEZZA LANDSCAPING shall submit certifications of said insurance to the MANAGING AGENT prior to commencing work. Copies of the Certificates of Insurance must be provided as soon as the contract is accepted by the ASSOCIATION/BUSINESS.

DAMAGE BY CONTRACTOR

Damages caused by GRANDEZZA LANDSCAPING or their employees, shall be immediately repaired or replaced by GRANDEZZA LANDSCAPING at no charge to the ASSOCIATION/BUSINESS.

COMMUNICATION

GRANDEZZA LANDSCAPING will cooperate fully with the MANAGING AGENT and report any problems. GRANDEZZA LANDSCAPING will be available and return all phone calls as soon as possible, within twenty four (24) hours. After normal business hours, emergency calls will be returned within thirty (30) minutes of receipt of the call.

GRANDEZZA LANDSCAPING

SPRINKLER SYSTEM AND SUMP PUMP

The operations and repair of sprinkler systems is the responsibility of GRANDEZZA LANDSCAPING as follows:

SPRINKLER WINTERIZATION/ACTIVATION

The water supply lines at the meter pit will be wrapped when temperatures dictate. The sprinkler system will be winterized on approximately October 15, by blowing out the lines with compressed air. This will include the water supply turn off at the meter pit. The sprinkler system will be tested and ready for use by April 15. It will not be activated until weather conditions warrant. The cost of winterization and activation is included in this agreement. If there is danger of a hard freeze after testing, GRANDEZZA LANDSCAPING will wrap all exposed lines. Any cost for wrapping will be an extra charge.

SPRINKLER TESTING

As often as necessary, but no less than once monthly, each zone on each clock and the sprinkler system rain sensors, if applicable, will be checked and adjusted to assure the sprinkler system is working properly and there are no brown spots.

SPRINKLER REPAIRS

Sprinkler damage will be promptly repaired. The ASSOCIATION/BUSINESS will pay for labor at a rate of \$75.00 per hour plus parts.

SPRINKLER ADJUSTMENTS/WATER CONSERVATION

GRANDEZZA LANDSCAPING is responsible for the proper operation of the sprinkler system. The irrigation system will be set and operated by GRANDEZZA LANDSCAPING to provide adequate water to keep the grass green, but will not be over-watered. Watering times will be adjusted up or down, as often as necessary, to assure a healthy turf. While practicing water conservation, GRANDEZZA LANDSCAPING shall, at the same time, assure that the irrigated areas do not dry out. All sprinkler heads will be adjusted, if possible, to assure coverage and avoid over spray on walks, drives, tennis courts, concrete surfaces, or structures.

TURF MAINTENANCE

The grounds of the ASSOCIATION/BUSINESS will be maintained in accordance with the following specifications:

MOWING

Commencing in May, mowing of native areas will include five (5) mows during the summer months. However, weather conditions may require earlier/later start times. (For example, mowing may be delayed to late May and extended into November). Mowing will be done between Monday - Friday.

EDGING

N/A

Aeration

N/A

WEEDING IN BEDS

All planting bark and rock beds will be maintained weed free by GRANDEZZA LANDSCAPING at all times. Sidewalks and curbs will be kept free of any vegetation on a continuing basis. Weed control is to be a consistent effort throughout the season and not an occasional effort once weeds establish themselves. Weed control may be by pulling or chemical control.

GRANDEZZA LANDSCAPING

PRUNING

The pruning that is required in this paragraph is included in the total price. Shrubs will be pruned in the fall/winter and mid-summer to retain the individual plant's natural form and configuration, shearing to maintain already shaped shrubs. Tree pruning under this provision is limited to cuts up to tree heights of twelve (12) feet above the ground. Plant materials adjacent to walks and drives will be pruned in a manner that will prevent branches from covering the walks or drives. Shrubs growing in front of windows will be pruned in a manner, which will result in an unimpeded view from the window, except where mature growth has already exceeded window height. Shrubs will also be pruned in a manner that will prevent branches from impeding on utility lines/boxes, air conditioners, lights, water spigots, or access points that are necessary for general repair and maintenance. Care will be taken to reduce height as plant growth allows. Tree suckers will be removed continuously, as necessary, to maintain a neat appearance. The initial pruning will be no later than mid-July. **The only exception to pruning will be flowering shrubs which have not yet bloomed or which are in mid-bloom at the time.**

TRASH/DEBRIS CLEAN-UP

Trash, paper, and debris will be picked up and removed from the common areas weekly throughout the contract period; every other week during WINTER MONTHS. This provision applies to the entire common area, including private streets and drives; however, it does not require GRANDEZZA LANDSCAPING to provide massive street sweeping. It is not acceptable to blow trash and debris unless it is swept up and removed from the site.

LEAF REMOVAL

Spring clean-up will include raking up pines needles and leaves that may have accumulated during the winter. Fall clean-up will begin after 50% of the leaves have fallen and then continue every two weeks as needed up to Thanksgiving. Additional clean-ups requested by Hartsock HOA will be charged at a rate of \$480.00 per occurrence. GRANDEZZA LANDSCAPING is responsible for estimating and being knowledgeable in regards to the amount of time involved in the leaf removal effort.

FERTILIZATION/WEED CONTROL APPLICATION/WINTER WATERING

GRANDEZZA LANDSCAPING will ensure that they and/or their applicators are licensed for application of chemicals used with requires licensing. GRANDEZZA LANDSCAPING will NOT use chemicals which are not approved by any government authority having jurisdiction. Chemical application of fertilizer and weed control to the grounds and plant materials will be in accordance with the following specification:

MANUFACTURER'S RECOMMENDATION

The chemical composition of each feeding will be in accordance with the manufacturers recommendation in regard to the nutrients needed for the time of year of application.

UNIFORM APPLICATION

GRANDEZZA LANDSCAPING will use extreme care to avoid "burning" and assure uniform application to avoid streaking.

TURF AREAS – FERTILIZATION/WEED CONTROL

3 times per year

ROCK BEDS, FLOWER BEDS, MULCH AREAS – WEED CONTROL

GRANDEZZA LANDSCAPING will maintain these areas in a weed free condition. GRANDEZZA LANDSCAPING will apply a pre-emergent weed control application to all planting/bark, and rock beds at the appropriate time in early spring, at the discretion of GRANDEZZA LANDSCAPING, which will assure effective eradication of weeds.

WINTER WATERING

GRANDEZZA LANDSCAPING

GRANDEZZA LANDSCAPING will inform the MANAGING AGENT if winter watering is recommended. It is expected that GRANDEZZA LANDSCAPING will use good judgment in suggesting the need for winter watering of trees/shrubs/sod to maintain their health. Winter watering will be an extra charge.

WEATHER LIMITATIONS

Chemicals will not be applied if weather conditions are detrimental to application, i.e. windy, raining, or snow on the ground.

SITE VISITATION

It is required that GRANDEZZA LANDSCAPING visit the project location as often as necessary, but at least monthly during the contract period to determine the effectiveness of the treatments.

SNOW REMOVAL

GRANDEZZA LANDSCAPING will provide snow removal during the Winter season in accordance with the following payment schedule:

SNOW REMOVAL HOURLY RATES

Provide snow removal on an hourly basis. Payment for snow removal will be made within thirty (30) days of billing at the rate of:

• \$150.00 per hour for plowing	• \$250.00 per hour for Skid Steer (bucket, pusher or blower)
• \$105.00 per hour for snow blowing walks	• \$110.00 per hour for ATV/RIDER with plow or blower
• \$1.30 per lbs for snow-melt material	• \$350.00 per ton for Rapid Thaw/Ice Slicer
• \$60.00 per hour for hand work, if necessary	

SIDEWALK REQUIREMENTS

Snow removal will begin at 2" or more, sidewalks, and MAIL KIOSK AREAS, if any, will be cleared. When clearing sidewalks the emphasis will be upon providing a means of getting to and from homes and parking lots. All sidewalks will be cleared as per map. Snowmelt will be applied, as necessary, to assure a safe walking surface.

PRIVATE ROADS & PARKING AREAS REQUIREMENTS

Snow removal will begin at 2" or more, snow removal on private roads and parking areas will be provided. Snow will be removed as soon as possible after snow has stopped falling, however if it is still snowing at 6:00 a.m. the private roads and parking lots will be cleared sufficiently to allow cars to get out, with a return to finish when snow stops.

EFFICIENCY

Snow will be piled in locations, which are agreed upon by MANAGING AGENT and GRANDEZZA LANDSCAPING. Snow will not be piled in locations that would impede drainage. GRANDEZZA LANDSCAPING will remove snow in the most efficient manner possible.

COST EFFECTIVENESS

While it is the intent to provide prompt and efficient snow removal, it is expected that GRANDEZZA LANDSCAPING will use good judgment in conserving the snow removal funds of the ASSOCIATION/BUSINESS.

GRANDEZZA LANDSCAPING

COMMUNICATIONS DURING SNOW REMOVAL

GRANDEZZA LANDSCAPING will inform the MANAGING AGENT as soon as possible of their anticipated snow removal commencement and completion times and will report again once snow removal is finally completed, when practical.

SNOW REMOVAL MAP

If snow removal is required on private streets and drives, GRANDEZZA LANDSCAPING will comply with the snow removal map if available. If designated areas are unavailable, GRANDEZZA LANDSCAPING will use best judgment for placement. If large snowfall amounts require additional areas to pile the snow, then best judgment will be used for placement.

MODIFICATION/AMENDMENT

No modification, amendment, or alteration may be made to this agreement unless mutually agreed, in writing, by both parties.

EMPLOYEES OF CONTRACTOR

All personnel hired for the purpose of providing services described herein shall be employees of GRANDEZZA LANDSCAPING and will be properly supervised by GRANDEZZA LANDSCAPING. Under no circumstances will the ASSOCIATION/BUSINESS be responsible for payroll of GRANDEZZA LANDSCAPING.

TERMINATION

Either party may terminate this agreement, with or without cause, by notice of at least thirty (30) days prior to the effective date, in writing, to the other party, except that this agreement may be terminated immediately, without notice, for failure to perform. If terminated, final payment will be due within thirty (30) days of termination date.

DEFAULT

In the event of default by either party, the defaulting party will be responsible for all costs incurred by the non-defaulting party in enforcement of the contract, including reasonable attorney's fees.

GRANDEZZA LANDSCAPING

IN WITNESS WHEREOF, THE ASSOCIATION/BUSINESS AND GRANDEZZA LANDSCAPING HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED ON THE DATE FIRST HEREIN WRITTEN, ALL COPIES OF WHICH, FOR ALL INTENTS AND PURPOSES, SHALL BE CONSIDERED THE ORIGINAL.

ASSOCIATION: Hartford Village

BY: Barbara A. Budd

TITLE: President

DATE: 6-12-21

EMAIL: Barbabudd@aol.com

CONTRACTOR: GRANDEZZA LANDSCAPING

BY: Joseph Buonocore

TITLE: Owner

DATE: 06/11/2021

EMAIL: josephmbuonocore@grandezzalandscaping.com