



# Yearly Grounds Maintenance Services Contract

Thomas Lake Countryhomes  
C/O Row Cal  
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Roseville, MN 55113

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August 15, 2023

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## **1. Introduction**

### **1.1. About Us**

T.P.C. Landscape, Inc. is based in Burnsville MN, serving the Twin Cities metro area. Tom Ticen, president and owner, founded T.P.C. Landscape, Inc. in 1986. We are comprised of four departments, grounds maintenance services, landscape services, irrigation services, and Top Choice Lawn care, our fertilizer services.

### **1.2. Scope Of Work**

T.P.C. Landscape, Inc. shall provide all labor, materials, supervision, equipment, services, and expertise necessary to provide full professional grounds maintenance services within your property.

### **1.3. Mission Statement**

T.P.C. Landscape, Inc. is driven to provide a high quality, superior service that meets the expectations of our customers. We pride ourselves with good communication and responsiveness to our customers. At T.P.C. Landscape, Inc. it is our number one goal to provide a great service at a good value.

### **1.4. T.P.C. Landscape Advantage**

T.P.C. Landscape, Inc. is a full service grounds maintenance firm. We have the capabilities to maintain every aspect of your ground maintenance needs. T.P.C. Landscape, Inc. maintains a well maintained fleet of reliable and up to date equipment to ensure your property looks its best at all times. With our eye for detail we can meet the expectations of the most discerning customer.

## **2. Grounds Maintenance Specifications**

### **2.1. Summer Grounds Maintenance**

#### **2.1.1. Spring Clean Up**

The contractor shall perform one spring clean-up by May 10<sup>th</sup>, weather and ground conditions permitting.

1. Blowing out and removing leaves and debris in rock beds around homes, shrub beds, curb lines, sidewalks, drives, and driveways.
2. All turf areas will be power swept and/or vacuumed to collect the leaves and debris.
3. Broom sand accumulations from turf areas, sidewalks, and driveways. The accumulated sand will be swept up and removed from the property.
4. All perennial plants and flowers will be dead headed and debris will be removed from the property and disposed of in an appropriate manner (composted).
5. All collected leaves/debris from the bagging equipment will be removed from the property and disposed of in an appropriate manner (composted).
6. The contractor will not use wild areas for onsite dumping of collected materials from the bagging equipment.

#### **2.1.2. Mowing & Trimming**

The contractor shall perform weekly mowing and trimming weather conditions permitting.

1. Mowing of all turf areas at the height of approximately 3 inches, this will include city boulevards. Mowing heights may be adjusted for seasonal considerations at the discretion of the contractor.
2. Grass clippings will be directed away from buildings and landscaped areas whenever possible.
3. Excess grass clippings will be blown and/or raked to ensure a neat appearance.
4. The contractor recognizes that there are hill and shaded hill areas that may/will need to be hand mowed to prevent damage to the lawns. This will be done as needed at no extra charge within reason.
5. Trimming turf areas around homes, landscaped areas, trees, curb lines, driveways, sidewalks, utility boxes, and other obstacles to ensure a neat appearance. This does not include slice/mechanical edging of curbs, walks and drives.

6. The contractor will be responsible for excessive damage to trees, shrubs, and buildings that are **properly protected** from the mowing equipment. Properly protected would be defined as a barrier between the trees, shrubs, buildings, or other obstacles and the equipment (i.e. mulch, rock, trunk protector, or landscape bed). Proper protection is to be paid for by the HOA.
7. Grass clippings will be blown off of sidewalks, patios, driveways, landscaped areas, and curb lines.
8. The contractor will not mow when the lawns are too wet, and mowing will occur in the afternoons to allow adequate drying time.
9. The contractor will mow around ground cover and protruding tree roots even if no barrier exists.

### **2.1.3. Weeding**

The contractor shall perform weeding twice monthly.

1. Remove weeds from landscaped areas, sidewalks, and curb lines by chemical and/or hand pulling methods to ensure a clean well maintained property.

### **2.1.4. Shrub Care**

The contractor shall perform pruning of common area and foundation shrubbery twice a year to be completed early to mid-summer and late summer to early fall.

1. Shape pruning of all shrubs to maintain size and a manicured appearance.
2. Corrective pruning i.e. removing old dead wood or reducing size is not included in this specification.
3. The contractor is limited to shrubs no taller than 10' tall.
4. The contractor will take into consideration the timing for flowering shrubs when scheduling the trimming.
5. All of the trimmings will be removed from the premises and disposed of properly.
6. Shrubs will be monitored for diseases and pests.
7. The contractor will follow as directed by the board or managing agent a list of homeowners that wish to opt out of shrub trimming.

### **2.1.5. Tree Care**

The contractor shall monitor the trees in the development.

1. Monitoring trees in the development for stress, pests, and diseases. If issues are discovered recommendations and prices will be given to the HOA.
2. Shoots (suckers) growing from the base of trees will be removed as they occur.
3. Low hanging branches over sidewalks and driveways will be trimmed to provide adequate clearance. This does not include raising all trees throughout the property.
4. This does not include raising or trimming of any evergreen trees.

### **2.1.6. Fall Clean Up**

The contractor shall perform one fall clean up between October 15<sup>th</sup> and November 10<sup>th</sup> weather and ground conditions permitting.

1. Blowing out and removing leaves and debris in rock beds around homes, shrub beds, curb lines, sidewalks, and drives and driveways.
2. All turf areas will be power swept and/or vacuumed to collect the leaves and debris.
3. The contractor will not use wild areas for onsite dumping of collected materials from the bagging equipment.
4. All collected leaves/debris from the bagging equipment will be removed from the property and disposed of in an appropriate manner (composted).
5. The turf area will receive a final mowing at a height of 2 1/2", to ensure the lawn winters properly.
6. A second leaf collection may be completed in the perimeter areas if time and weather permits and no additional cost. There is no guarantee for a second clean up due to the unpredictability of the weather.

7. Requests for additional leaf collection for leaves that have fallen after the two contracted fall clean-up between October 15<sup>th</sup> & November 10<sup>th</sup> will be subject to additional charges on a time and material basis.

### **2.1.7. Turf Fertilizing**

The contractor shall perform three fertilizer applications during the growing season.

1. The application of fertilizer to all turf areas shall be applied on or before these dates, weather/ground conditions permitting, 1<sup>st</sup> application May 30<sup>th</sup>, 2<sup>nd</sup> application July 31<sup>st</sup>, and 3<sup>rd</sup> application October 30<sup>th</sup>.
2. The first application will contain a pre-emergent herbicide to manage crab grass.

### **2.1.8. Turf Weed Control**

The contractor shall perform broad leaf weed control to the turf areas for optimum appearance.

1. A crab grass pre-emergent will be applied with the spring application of fertilizer.
2. One blanket application of broadleaf weed control will be applied as a part of this specification.
3. Spot treatment of broadleaf weeds will be done as needed in the growing season.

### **2.1.9. Irrigation Services**

1. We offer full irrigation services, spring startups, fall shut down, service/repair, and monthly system checks. Prices are available upon request.

## **2.2. Winter Services**

### **2.2.1. Snow Plowing- November through March**

The contractor shall perform snow plowing on driveways and private streets at the trigger depth of 1 1/2" after cessation of snowfall or the sum of less than trigger events in a 7 day period.

1. Cessation of snow is defined by the end of precipitation for a given snow event that meets or exceeds the trigger depth of 1 1/2" that is measured on site, not the National Weather Service totals.
2. A snow event exceeding 1 1/2" but less than 6" will be plowed completely within eight hours.
3. A snow event exceeding 6" but less than 11" will be plowed completely within eighteen hours.
4. A snow event exceeding 11" will be handled on a best effort basis.
5. In the event of a continuous snowfall an open up will be performed before 6:00 a.m. and 5:00 p.m. to allow passage for homeowners and emergency vehicles.
6. An open up is defined as plowing road ways and private streets completely during a continuous snow event. No driveways are done at this time.
7. In the event of a continuous snow fall exceeding 4", contractor will remain in open up mode until the storm subsides.
8. The contractor shall perform a touch up within 48 hours of a snow event, to clear areas that were inaccessible during the snow removal activities.
9. Fire hydrants will be cleared out with plow trucks provide adequate clearance for emergency workers.
10. A touch up/visual inspection will be completed the day after full plowing to look for missed sidewalks, driveways, city snow humps, hydrants, and mailboxes for no charge.

### **2.2.2. Snow Shoveling- November through March**

The contractor shall perform snow shoveling/blowing on all sidewalks that lead to each unit, garage aprons, and common mailboxes at the trigger depth of 1 1/2" after cessation of snowfall.

1. Cessation of snow is defined by the end of precipitation for a given snow event that meets or exceeds the trigger depth of 1 1/2" that is measured on site, not the National Weather Service totals.
2. A snow event exceeding 1 1/2" but less than 6" will be shoveled within eight hours.

3. A snow event exceeding 6" but less than 11" will be shoveled within eighteen hours.
4. A snow event exceeding 11" will be handled on a best effort basis.
5. All mail boxes will be cleared to USPS specifications for homeowners and postal carriers.
6. City walks/walking paths the contractor is made aware at the time the contract was drafted will be completed 72 hours from cessation of snow fall.
7. The contractor reserves the right to delay shoveling if wind-chill temperatures reach -25 degrees or greater. Shoveling will commence when safer conditions prevail.

### **2.2.3. Ice Control**

1. Salting of drives, driveways, and walkways is available at an extra charge. These are on call only services as directed by the managing agent or HOA representative or unless arrangements have been made for "contractor's discretion" salting. The contractor will not be held responsible for injuries or accidents related to winter/icy conditions.
2. The contractor will not be held responsible for damage to, lawns, landscaping, or paved surfaces as a result of de-icing materials.
  - Straight Salt market price per ton plus \$85.00/ hour truck charge
  - Sidewalk Salt \$.85 per Lb.
  - 80/20 Sand Salt Barrels \$245.00 each

### **2.2.4. Large Single Snow Event Clause**

1. For any single snow event totaling 11 inches or over of accumulation, plowing and shoveling will be billed at an hourly rate in addition to monthly contracted price.
  - Plowing-\$97.30 per truck hour
  - Bobcat with plow \$95.00 per hour
  - Shoveling-\$85.00 per person per hour

### **2.2.5. Excessive Snow In One Month Clause**

2. For any single calendar month where snow totals exceed 15 inches of accumulation, plowing and shoveling will be billed at an hourly rate in addition to the monthly contracted price.
  - Plowing-\$97.30 per truck hour
  - Bobcat with plow \$95.00 per hour
  - Shoveling-\$85.00 per person per hour

### **2.2.6. Non-Seasonal Snow Plowing/Shoveling**

1. For the period of April 1<sup>st</sup> through October 31<sup>st</sup>, snow removal operations will be provided; however, the contractor will not be obligated to meet the stringent plowing/shoveling deadlines that pertain during normal snowfall months.
2. Non-seasonal snow plowing/shoveling will be billed at an hourly rate in addition to the monthly contracted price.
  - Snow Plowing \$97.30 per truck hour
  - Bobcat with plow \$95.00 per hour
  - Snow Shoveling \$85.00 per person per hour

### **2.2.7. Responsibilities of the Client**

1. The contractor will not be responsible for ice buildup that accumulates on roads, drives, and sidewalks during freeze thaw cycles. The contractor can provide assistance with these issues at an extra charge.
2. During the winter season it is possible for the volume of snow moved to snow storage locations becomes too large for plow trucks to move any further, a loss of parking and narrowing roads may occur. Snow piles may need to be moved/removed and roads widened, these services, moving/hauling piles will be an extra charge.
  - Associations that do not move snow when the contractor recommends to do so may be assessed and additional fee per snow plowing event due to

the extra time needed to plow snow to alternative less favorable locations onsite.

3. Damage to the turf defined as scuffs, scrapes, and gouges will be repaired with soil and seed at the contractor's expense. This does not include brown or dead grass due to winter kill, snow storage areas, or salt damage. Untimely rainfall that washes away the seed repair is not the fault of the contractor, re-application of soil and seed can be done at an additional charge.
4. Damage to paved surfaces, seal coat, sidewalks, and curbs during snow plow operations will not be the responsibility of the contractor.
5. Damage to un-marked utility boxes due to excessive snow shall not be the responsibility of the contractor. The contractor does not mark utility boxes.
8. The contractor will not be responsible for snow pulled onto sidewalks and driveways from roof raking activities.
9. The contractor will not be responsible for dog leashes, power cords/Christmas lighting, or related damages for these items on or near the sidewalks.
10. City sidewalks/walking paths not maintained by the city that the contractor is not made aware of at the time the contract is drafted can be done for an extra charge. City walks will be completed 72 hours from cessation of snow fall.
11. The contractor will do its best to avoid down spouts/gutters that protrude out into the driveway/roadways, but are nearly impossible to see, and therefore not be held responsible for damage to those items.

### **3. Inspections**

1. The contractor shall inspect the grounds to ensure the work is being completed as specified in this document.
2. The contractor will attend spring walk through inspection and/or monthly board meetings at the request of the maintenance chairperson or managing agent.
3. The contractor will not attend the annual HOA meeting.

### **4. Contract Terms and Conditions**

#### **4.1. Key Dates**

1. This contract will run for a period of 24 months. This contract will commence on the first day of April 2024 and conclude on the last day of March 2026.
2. This contract will automatically renew for another twelve months unless otherwise stated by the contractor, maintenance chairperson, or managing agent.
3. Cancellation or non-renewal must be in writing thirty days prior to contract ending date.

#### **4.2. Cancellation**

1. The HOA, maintenance chairperson, or managing agent reserves the right to cancel this agreement if the contractor fails to perform to contracted specifications or provides unsatisfactory work. Sixty day written notice must be given to the contractor if contract termination is imminent.
2. The contractor or HOA, maintenance chairperson, or managing agent for any reason may terminate/opt out of this agreement with sixty day written notice.
3. For late and/or non-payment this agreement may be terminated by the contractor immediately. Late payment is defined as, payment received past thirty days of billing date.

#### **4.3. Insurance and Licensing**

##### **4.3.1. Insurance**

1. The contractor shall carry worker's compensation, comprehensive liability, and comprehensive vehicle liability throughout the duration of this contract.
2. The contractor's failure to maintain such insurance will be cause for immediate termination of this contract by HOA, maintenance chairperson, or managing agent without prejudice or further compensation to the contractor.

#### **4.3.2. Licensing**

1. The contractor shall be responsible for obtaining any licenses and/or permits required by law for all work performed.

#### **4.4. Surcharges**

1. The contractor reserves the right to pass any substantial increases to the cost fuel (+\$.50/gallon) and/or lawn chemicals to the HOA during the term of this contract.
2. Any changes in sales tax during the term of this contract shall be passed onto the association.
3. Current fuel price is \$3.89 per gallon

#### **4.5. Codes and Standards**

##### **4.5.1. Compliance with Laws and Regulations**

1. The contractor shall be responsible for complying with applicable laws and regulations of all local, state, and federal agencies.

##### **4.5.2. Using Subcontractors**

1. The contractor shall bear full responsibility of the work performed by a subcontractor and adhere to the same codes and standards outlined in this section.
2. The subcontractor will be required to carry the same level of insurance as the contractor outlined in section 4.3.

##### **4.5.3. Work Hours**

1. All normal work for this contract shall be performed during normal day light hours with the exception of snow removal. Snow services can take place 24x7.
2. During periods of rainy weather the contractor reserves the right to call off maintenance activities to prevent damage to the property by the equipment.
3. The contractor may perform work on the weekend during periods of inclement weather.

##### **4.5.4. Work performed**

1. The contractor shall perform all the work required as necessary to fulfill the intent of the contract. All work shall be performed in a professional manner.
2. The contractor will furnish all labor and materials necessary to fulfill the obligations of this contract.
3. Performance and Personnel
  - Contractor shall provide competent and experienced personnel and such personnel will perform within industry standards.
  - The personnel shall adhere to the contractor's uniform dress code for safety.

##### **4.5.5. Warranties**

1. Contractor shall repair or replace defective materials and correct defective workmanship reported to the contractor and/or diagnosed by the contractor's personnel during the term of this contract. All damages, scars, spills of hazardous and/or non-hazardous materials and/or disfigurements to any materials or property constituting a part of or contained in or on the premises, resulting from the methods or materials used or employed by the contractor, in fulfilling the contractor's duties and in performing the services, shall be promptly repaired or replaced by the contractor, at its own expense, to the satisfaction of the HOA, maintenance chairperson, or managing agent.

#### **5. Contract Additions/Exclusions**

1. Snow shoveling of City sidewalks are not part of this Contract.
2. Ala Carte Pricing

- a. Shrub Trimming each \$1,440.00 (included)
- b. Fall aeration can be provided at an additional cost of \$2,292.00 plus tax.
- c. Irrigation Start up/winterization (extra charge)
  - i. Individual owners \$85.00 each, per spring and fall

