



December 11th, 2015

Tom Anderson
Teal Lake Village HOA
107 Clearview Place
Port Ludlow, WA 98365

RE: Landscape Maintenance for Teal Lake Village HOA

Thank you for allowing us the opportunity to introduce **Northwest Landscape Services**. NLS has over 23 years of experience providing full-service landscape management for commercial clients throughout the Northwest region. A portion of our client list is attached for your review.

We understand that a professional landscape management company must provide more than lawn mowing or tree and shrub maintenance. Our maintenance program is designed to assure consistent, top quality curb appeal with an eye to long-term considerations as the landscape matures. As we care for the landscape we pay special attention to our clients which makes the property manager's job much easier.

We consistently strive to meet and exceed our clients' expectations, and to be professional and proactive in all of our practices. We offer competitive prices by implementing the most efficient systems and technologies available, and a high internal standard allows NLS to deliver consistent value and a result oriented product to our clients. NLS is one of the largest and most successful landscape firms in our region, so we are able to offer other incentives such as a **2% discount off** the maintenance invoice when paid within ten days from the date on the invoice.

The diversity of our experience allows us to offer and perform many different services related to our customers' needs. We stay abreast of the constant change within our industry through our involvement with the *International Society of Arborists* and the *Washington Association of Landscape Professionals*.

I hope you find this information useful in your consideration of our company. We look forward to the possibility of working with you in the near future.

Sincerely,

Jared Moody
Business Development Manager
jaredm@nlsnw.com
253-778-2798



Thank You:

Thank you for the opportunity to provide this landscape maintenance proposal for **Teal Lake Village HOA**. We understand that you spend tremendous time and effort vetting those companies that partake in the process so we are very appreciative of being included.

Project Understanding & Approach:

It is our practice at NLS to engage in a very detailed and comprehensive evaluation prior to any proposal submission. Our evaluation of the site includes, but is not limited to; measuring square footage of all grass and shrub bed areas, counting of all trees, counting of shrubs, plant identification, inspection of irrigation systems, agronomical program, etc. This information allows our experienced team the ability to determine with precision how many hours it will take to complete a specific task. These production rates have been refined over the years and created through timing our team in the field. It is through this exhaustive process that we not only derive our costs but we identify any areas of concern, potential improvement, or unique challenges.

Rigorous Employee Screening:

At NLS all of our employees must submit to a drug and alcohol screen, criminal background check, DMVR profile before they can work for our company.

Performance Based Contract:

A strength of NLS originates from providing a performance based contract to provide what is right for the property and what needs to be done at that time. As opposed to what, *“the contract says.”* Our customers receive great service not because of our contractual obligations but because it is the right thing to do for our clients, the site, and horticulturally. We do not limit our visits, services, or hours due to our contract, frequency calendar, etc. Rather we spend the amount of time, material, and effort that is required to keep our customer’s happy.

Scope of Services:

NLS is unique in our ability to provide our clients with a wide range of landscape services such as; arbor care, landscape design, landscape construction, irrigation service, snow and ice services, parking lot sweeping, pressure washing, chemical application, etc.

Regional / Local Ownership:

NLS is regionally owned and managed right here in the Northwest. This means greater flexibility for our customers, quicker response times, and a better customer experience. You and your team will have the ability to interact directly with ownership in order to ensure your property achieves its full potential.

Transition Plan:

Should we be chosen as the landscape vendor our implementation will be immediately swift. Our initial step will be to meet with all stakeholders to introduce team members and for us to identify any immediate areas of concern. We will then assemble our maintenance team and cement our service day. Once that is determined our operations team will create a plan of action for the site. This plan will address all immediate areas of concern identified by the stakeholders and a general service plan that will identify the services we will perform and when they will be executed. Lastly, NLS will create a long term plan that will identify potential savings and overall aesthetic improvements. This plan will include costs and recommended time frames.



LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into on this Monday, January 04, 2016 for and between **NORTHWEST LANDSCAPE SERVICES of WASHINGTON, LLC**, hereinafter referred to as "Contractor," and **Teal Lake Village HOA**, hereinafter referred to as "Client." The parties, in consideration of the covenants, agreements and considerations set forth herein, do hereby promise and agree as follows:

I. LOCATION OF WORK

The work shall be accomplished on and for **Teal Lake Village HOA, located at 107 Clearview Place Port Ludlow WA, 98365**, and will include landscape-improved areas within the property lines, or as noted.

II. SCOPE OF WORK

Contractor shall perform the landscape maintenance as set forth in Specifications for Landscape Maintenance, attached hereto and by this reference made a part hereof. Contractor will provide all supervision, equipment, labor, materials, tools, chemicals and transportation to accomplish the work in accordance with industry standards.

III. PERIOD OF CONTRACT

This Contract shall commence on the **1st day of January, 2016** and shall continue from year to year unless terminated or modified in accordance with the terms hereof:

1. Client may terminate this Contract upon Contractor's failure to cure defective performance of work as required by the provisions hereof. In order for any termination to be effective, Client must first deliver to Contractor a detailed and specific list of any and all defaults by Contractor under the terms hereof and provide Contractor with thirty (30) days opportunity in order to cure the defaults specified.

In the event Contractor fails to cure the specified default(s), then this Contract shall terminate on the 31st day following delivery of the thirty (30) day notice specified hereinabove, in which all duties, obligations and liabilities of the parties one to the other shall cease.

2. Client or Contractor may terminate this Contract upon thirty (30) days written notice to the other party without cause.

In the event Client terminates this contract without cause within the first 12 months of the commencement of services, 10% of the remaining contract amount will be due the Contractor.



IV. CONSIDERATION/PAYMENT

In consideration for the Contractor's performance described herein, owner agrees to pay Contractor the following amount:

Year 1: <i>(1/1/16 – 12/31/16)</i>	Landscape Maintenance	\$ 10,440.00 per month
	Total Per Year	\$ 125,280.00 plus tax
	Aerate-Lime-Overseed	\$ 415.00 per month
	<u>Total Per Year</u>	<u>\$ 4,980.00 plus tax</u>
	General Maintenance	\$ 10,855.00 per month
	Total Per Year	\$ 130,260.00 plus tax
Year 2 – (2.5%) <i>(1/1/17 – 12/31/17)</i>	Landscape Maintenance	\$ 10,701.00 per month
	Total Per Year	\$ 128,412.00 plus tax
	Aerate-Lime-Overseed	\$ 425.37 per month
	<u>Total Per Year</u>	<u>\$ 5,104.44 plus tax</u>
	General Maintenance	\$ 11,126.37 per month
	Total Per Year	\$ 133,516.44 plus tax
Year 3 – (2.5%) <i>(1/1/18 – 12/31/18)</i>	Landscape Maintenance	\$ 10,968.52 per month
	Total Per Year	\$ 131,622.30 plus tax
	Aerate-Lime-Overseed	\$ 436.00 per month
	<u>Total Per Year</u>	<u>\$ 5,232.00 plus tax</u>
	General Maintenance	\$ 11,404.52 per month
	Total Per Year	\$ 136,854.30 plus tax

The above yearly amount of \$130,260.00 is payable in twelve equal monthly payments of \$10,855.00 plus tax. Invoices will be sent each month and payment thereon shall be due by the last day of the same month. All payments not received when and as due shall be charged a 1.5% service charge per month from the date due until paid. In the event Contractor must undertake collection proceedings, Client will be liable for actual Attorney's fees and costs of suit.

In the event of non-payment Contractor may terminate all contractual obligations with five (5) days' notice to the Client.

The customer will receive a 2% discount off the maintenance invoice when paid within ten days from the date on the invoice.



V. RENEGOTIATION OF TERMS

1. The parties acknowledge and agree that the monthly Contract total as specified above and/or scope of work attached hereto may be changed at any time through renegotiation, and mutual signing of a Contract Addendum.
2. Contract shall commence on the date indicated in Section III, and will automatically renew annually thereafter unless terminated under the conditions of this Agreement.

VI. CONTRACTOR/CLIENT WALK-THROUGH

Contractor's supervisor will accompany the Client on a walk-through of the work site a minimum of four (4) times per year. During the walk-through the parties will discuss the condition of the grounds and progress of landscape maintenance and any recommendations for Client changes or additions to the work or other undertakings by Client to enhance the appearance of the landscape.

VII. ITEMS NOT INCLUDED

The following items shall not be included within the scope of work:

1. Maintenance of trees exceeding 12 feet in total height
2. Replacement of any losses, repairs or liability for damages which have resulted directly or indirectly from factors beyond Contractor's control. Including but not limited to freeze, drought, flood, windstorm, or any items not listed under Schedule A attached hereto.
3. Watering except in cases where underground irrigation systems are in place and operating under Contractor's control.
4. Disease, insect or rodent infestations.
5. Mechanical cleaning of parking lots or roads except for the removal of gardening debris resulting from Contractor's landscaping activities.
6. Any other services performed and/or materials delivered which are not specifically mentioned herein will be deemed additional Services.



VIII. INSURANCE AND LICENSES

Contractor agrees to provide workman's compensation, unemployment and other insurance and licenses required by law. Contractor will carry public liability and property damage insurance to the limits of not less than \$1,000,000.00.

IX. HOLD HARMLESS

Contractor hereby agrees to hold Client harmless from any liability or claim for damages or personal injury, including death, which may arise from Contractor's operation under this Contract. Contractor further agrees to remedy any damages to Client's property caused by Contractor's operations in the performance of this agreement up to the extent of the value of the damage. Contractor does not in any fashion agree to indemnify or hold harmless Client from any liabilities which arise directly or indirectly from actions or failures to act by Client, its agents, employees, business invitees, tenants or their guests.

X. LIMITED WARRANTY

Contractor hereby warrants that it shall perform all landscape maintenance specified in "Specifications for Landscape Maintenance" in a sound and workmanlike manner and will not undertake any aspect of the work which violates any known ordinance, codes or statutes in effect in the county in which the work is being performed.

THIS AGREEMENT incorporates all the terms and conditions which the parties intended to be included herein. All parties have read the Contract and fully understand the contents.

CONTRACTOR
NORTHWEST LANDSCAPE SERVICES
of WASHINGTON, LLC

By [Signature]
Tom DiMeco, Managing Partner
Date 12/11/15

CLIENT
TEAL LAKE VILLAGE HOA

By [Signature]
Client's Authorized Representative
Gilbert H Skinner
(Name printed)
President
(Title)
Date 12/17/15

CLIENT
TEAL LAKE VILLAGE HOA

By [Signature]
Client's Authorized Representative
Chuck Geisterberger
(Name printed)
Treasurer
(Title)
Date 12/8/15



SCHEDULE 'A' SPECIFICATIONS
Maintenance Activity Schedule
Teal Lake Village HOA

TURF ACTIVITY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
Formal Mowing	AS NEEDED		3	4	5	4	4	5	4	3	AS NEEDED		30-34	
Trimming	AS NEEDED		3	4	5	4	4	5	4	3	AS NEEDED		30-34	
Edging	AS NEEDED		1	2	2	2	2	2	2	2	AS NEEDED		15-17	
Fertilization			AS NEEDED											4-5
Weed Spray			AS NEEDED											2-3
Moss/Crane Application			1										1	
Aerate/Lime/Over-seed				1									1	

BED ACTIVITY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
Weeding/Raking	AS NEEDED		4	4	5	4	4	5	4	4	AS NEEDED		40-42	
Weed Spray			AS NEEDED											2-3
Fertilization			AS NEEDED										2-3	
Pre-emergent			AS NEEDED											2-3
Prune Groundcover			AS NEEDED										3-8	
Prune Shrubs			AS NEEDED										3-8	
Evergreen Tree Pruning					AS NEEDED							2-3		
Deciduous Tree Pruning	AS NEEDED										AS NEEDED		2-3	
Litter Pick-up	EACH VISIT												40-42	

OTHER TASKS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
Encroachment Control			AS NEEDED											1-8
Common Area Mow			AS NEEDED											12-16
Rough Mow			1								1		2	

CLEANUP	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Leaf Pickup	A.N.									AS NEEDED			6-12
Airblow	EACH VISIT												42
Residence Yard Debris	EACH VISIT												42



SCHEDULE 'A' SPECIFICATIONS
Maintenance Activity Schedule
Teal Lake Village HOA

QUALITY CONTROL	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Meeting and/or Site Walk	1	1	1	1	1	1	1	1	1	1	1	1	12
Site Walk			1			1			1			1	4

IRRIGATION	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
On / Off			1							1			2
Backflow Test & Report			1										1
Monitor/Adjust				MONITOR / ADJUST									
Blowout										1			1
R30 Installation										1			1



Landscape Maintenance Specifications

LAWN CARE

Mowing and Trimming

- Turf area will be inspected prior to mowing and all litter and debris will be removed prior to mowing.
- General turf areas will be mowed at a mowing height best suited to turf type and season. Mowing height may be increased by 25% in summer to reduce total stress on the turf.
- A high quality cut will be provided by mowers with sharp cutting edges.
- Mowing will be provided weekly during the growing season or as needed to insure a healthy turf and provide a neat appearance.
- Clippings will be mulched or removed from turf area and any excess clippings will be swept or blown after each mowing.
- Trimming around trees, shrubs, sign posts and other areas within the turf not accessible by a mower will be performed using herbicides, hand labor, or monofilament line trim after every mowing. Trees are to be protected when monofilament line is used.
- A ten (10) foot wide section of turf adjacent to the roadways/paved areas shall be mowed per 'formal mowing' in schedule A or as needed.
- A twenty-four inch growth deterrent strip edge shall be maintained between the common area and formal landscape turf and formal landscape beds per 'formal mowing' in schedule A or as needed.

Edging

- All accessible areas (sidewalks, curb lines, concrete slabs, tree circles, shrub beds) will be edged as needed to maintain a neat, clean appearance approximately twice per month during the growing season.
- Dirt and debris from edging operations will be removed.
- Method of edging will be mechanical for all hard edge surfaces and monofilament line for all soft edges.

Fertilization of Turf

- The fertilization program will provide the equivalent of six to eight pounds of nitrogen per 1000 square feet, per year, to maintain a healthy green lawn. Phosphorous, potash, and trace elements will be provided in a well-balanced analysis. A premium blend of IBDU/SCU fertilizers will be used to allow for a reduced frequency of fertilization.



Weed Control in Turf

- Broadleaf weeds will be treated with selective herbicides as needed to address weed penetration in the turf.
- Liquid Moss application w/ crane fly control will be applied in spring.
- Aeration, lime, and over-seed will be completed in early spring for formal turf areas.

Common Area Mowing and Trimming

- The Common Area turf panels will be mowed and line trimmed as needed 14-16x per year to provide a professional and neat appearance..

Rough Mowing and Trimming

- The Rough Mow area will be mowed 2x per year.

TREES, SHRUBS & GROUND COVER

Front Entry

Residence front yards, side yards, & back yards

Fertilization

- Trees, shrubs, and ground covers (3" caliper or less) will be fertilized in a uniform manner as needed to ensure a healthy appearance. A slow-release type mixture that contains a balanced formula will be used. Fertilizer will be applied to all trees, shrubs and ground covers in proper proportion to size and density.

Disease and Insect Control

- Periodic inspections will be made for indications of disease or infestation. Diagnosis and remedies will be communicated to the Owner/ Manager with a proposal for corrective action.

Pruning

- Formal Pruning will be provided for the TLV Front Entry, & Common Area Beds
- Formal Pruning will be provided for the Front Yards, Side Yards, and Back Yards of the TLV residence houses
- Trees and shrubs that do not exceed 12' in height will be pruned to maintain a natural shape and balance. Diseased and damaged growth will be removed.



- Deciduous trees will be pruned as needed during winter dormancy to provide natural shape and habit. Evergreen trees will be pruned in summer or as needed. All prunings will be removed from the site.
- Ground cover and shrubs will be trimmed or sheared from March through September to maintain a natural shape and function as needed to provide the desired appearance. Ground covers will be trimmed to maintain a clear edge along the boundaries of desired growth. Resulting debris will be removed from site.
- All shrubs will be maintained in the shape and appearance that existed when the Contractor acquired the site unless otherwise agreed upon by Addendum.

Weed Control

- TLV HOA front entry planter beds will be weeded by hand or through the use of a post-emergent herbicide as needed to maintain a neat and clean appearance. Pre-emergent herbicides will be applied two times per year in all open bed areas to assist in bed weed control.
- TLV HOA houses front yards, side yards, and back yards of residences homes will have Pre-emergent herbicides will be applied two times per year in all open bed areas to assist in bed weed control. A herbicide application will be applied monthly starting in March.

GENERAL MAINTENANCE

Bed Activity

- TLV HOA front entry beds will be raked where no ground cover exists to maintain a neat and clean appearance per the Schedule A. During each visit a portion of the open bed space will be maintained, resulting in nineteen full maintenance rotations.
- TLV HOA front entry beds weeding will be performed per the Schedule A to maintain a clean appearance.
- TLV HOA front entry beds weed spraying will be done with a post-emergent herbicide. Pre-emergent herbicides will be applied as needed in March and October to help control weed germination.
- TLV HOA front entry beds will have a slow-release fertilizer mixture that contains a balanced formula will be used in all beds. Fertilizer will be applied to all shrubs and groundcovers in proper proportion to size and density.
- TLV HOA houses front yards, side yards, and back yards of residences homes weed spraying will be done with a post-emergent herbicide. Post emergent spraying will be done monthly. Pre-emergent herbicides will be applied as needed in March and October to help control weed germination.



- TLV HOA houses front yards, side yards, and back yards of residences homes slow-release fertilizer mixture that contains a balanced formula will be used in all beds. Fertilizer will be applied to all shrubs and groundcovers in proper proportion to size and density.

Leaf Collection

- Removal of leaves from lawns, planter beds and walkways will be completed throughout the year as needed to maintain a clean appearance. Within the boundaries of developed landscape areas, major fall leaf removal will be provided on an ongoing basis until leaf drop is complete. Undeveloped areas will be left natural unless the Owner/Manager requests a specific clean-up of the area. Leaf removal is not provided for in parking areas.

Encroachment Control

- The perimeter of the property will be inspected and encroaching plant material will be knocked back per the Schedule A.
- Native Area will be pruned 1x per year.

Hard Surfaces

- All walks, patios, driveways and entries will be mechanically cleaned of gardening debris resulting from Contractor's landscaping activities.
- Hard surfaces will be inspected for crack weeds, chemically sprayed, then resulting debris will be removed manually.

Litter Control and General Inspection

- During each visit, all maintained landscape areas within the scope of this contract will be policed for litter and debris. Any improprieties should be brought to the attention of the client or their representative.

Replacement of Plants

- Dead plants and those in a state of decline will be brought to the client's attention immediately. Replacements must be accepted by and paid for by the client unless replacement is caused by Contractor's negligence or a prior agreement is binding.



IRRIGATION MAINTENANCE & MONITORING

Irrigation

- The irrigation system will be recharged in the spring and all components checked for effective operation. Adjustments will be made and sprinkler heads flushed as needed. Any necessary repairs will be reported to the owner's representative along with an estimate for the approval of the cost of repair and replacement parts unless pre-approval is not required.
- Homeowners shall be notified of the scheduled activation day to provide access to the garage.
- Backflow Valve Certification on homeowners' lawns required by Washington State law shall be performed in the spring before the start of the landscaping operations. Written report will be provided to the necessary municipality, with copies provided to the Landscape Chair. A written report shall be provided to the TLV Landscape Chair on the status of all systems. Additionally, those homeowners whose irrigation systems failed the test shall be notified by the Contractor.
- System components will be monitored as needed from April through October for proper operation. Adjustments will be made as needed and any necessary repairs reported to the Owner's representative for authorization to repair at additional cost.
- Irrigation system will be shut down in the fall by shutting off water, timer and opening drains.
- Compressed air blow downs will be completed in fall.
- R30 will be installed in irrigation boxes in the fall.