



ValleyCrest Landscape Maintenance, Inc.

10109 Giles Run Road Lorton, VA 22079

Office: 703-339-0448 Fax: 703-339-5558

Maintenance Agreement

March 23, 2011

**Submitted To: Farrington Place Condos
2305 Farrington Avenue
Alexandria, VA 22303
Attn: Laura Brumbaugh**

**Project: Farrington Place Condos
2305 Farrington Avenue
Alexandria, VA 22303
Proposal # 60518**

GENERAL CONDITIONS:

The scope of work within this contract for the above listed property is inclusive of all exterior landscaped areas.

The following landscape maintenance program will ensure a horticulturally sound landscape of the highest quality, promoting the healthy growth of turf and plant material while ensuring the continual neat appearance of the site.

CONTRACTOR PERSONNEL:

- Contractor shall have an experienced supervisor responsible for the site.
- Supervisor will have a minimum of three (3) years experience in landscape management at a supervisory level.
- Contractor shall have only properly trained personnel on site to perform all functions.
- Personnel shall be trained in horticultural and mechanical procedures to ensure that all operations are performed safely and effectively.
- Contractor personnel shall be required to wear a clean company uniform.
- Contractor personnel shall be familiar with the site specific regulations and will conduct themselves in a safe, courteous and professional manner while on site.
- Contractor shall utilize vehicles and/or trailers with readily identifiable company logos while on site.

MAINTENANCE SERVICE VISIT

MOWING AND TRIMMING

- All contractually accessible area turf will be mowed to a height of (3" to 4") three to four inches. Mowing will take place every (7 to 10) seven to ten days or as conditions dictate. Mowing will begin in April each year and will continue to the end of October.
- Mowing equipment will be kept in good condition and blades sharpened and balanced daily to cut grass blades versus tearing them.
- Minor trash and debris will be removed from turf areas prior to mowing.
- Mulching blades will be utilized on mowers, when applicable, to help reduce green waste and return beneficial organic material to soil.
- Excess grass clippings will be removed, when present, from lawn areas, walks and curbs after each mowing.
- Grass around all common area trees, shrubs, buildings, fences, light poles, and any other obstructions will be trimmed with a line trimmer.
- Weeding of shrub and tree beds will be performed during turf mowing visits to control obvious weed growth.
- All mulched areas and shrub beds will be kept free and clear of excess clippings.
- Appropriate non-selective pre-emergent and post-emergent shall be applied to sidewalks and curbs to prevent growth of grass and weeds in these areas, as necessary.

NOTES

ValleyCrest reserves the right to limit the use of mowing machinery and/or string line trimmers within (12") twelve inch width proximity of houses, siding, HVAC units, utility equipment, utility meters, fragile fixtures, sign poles, light poles, personal items, etc. that might be damaged during the use of said equipment.

EDGING

- All contractually accessible area sidewalks and curbs shall be edged with every other mowing using a machine incorporating a blade and/or string.
- All dirt and debris resulting from edging shall be blown or swept after operations.

TURF CARE SERVICES

TURF HERBICIDE

First Application (Early Spring)

Apply in a single application; a broadleaf weed control and pre-emergent crabgrass control.

- Broadleaf Weed Control- Broadleaf weeds will be controlled by using a post-emergent weed control.

- Pre-emergent Crabgrass Control - Pre-emergent herbicide will be used to control annual grasses, such as crabgrass and goosegrass.
- Fertilizer- 0.5 lb of nitrogen per 1,000 sq.ft.

Second Application (Late Spring)

Apply in a single application; a broadleaf weed control and pre-emergent crabgrass control.

- Broadleaf Weed Control- Broadleaf weeds will be controlled by using a post-emergent weed control
- Pre-emergent Crabgrass Control - Pre-emergent herbicide will be used to control annual grasses, such as crabgrass and goosegrass.

NOTE: Some of the above applications may be combined at contractor discretion. Additional turf applications occasionally are needed for extremely hard to control weeds such as nutsedge and wild violet. These conditions require special attention and cannot be prevented without costly investments in preventative programs. ValleyCrest Landscape Maintenance provides control for these weeds as a curative program at an additional cost on an as needed basis with prior approval from Manager/Owner.

MULCH SERVICES

MULCH

- Mulch shall be top grade, double-shredded hardwood bark, free of all major debris.
- Mulch shall be applied, as needed, to all previously mulched common area tree rings, shrub beds once each spring to maintain a average depth of (2") two inches of total organic material.
- All contractually mulched areas shall be edged one time in the Spring creating a definite edge between turf and bed/tree ring. There shall be no encroachment of turf into mulched areas and no spill over of mulch into turf areas.
- Mulching excludes all wooded buffer zones, naturalized areas and mature pine trees.
- Applied mulch will not encroach on tree and shrub collars.

OPTIONAL SERVICES

TURF HERBICIDE

Third Application (Early Summer)

Apply in spot treatment applications; a broadleaf weed control (as needed).

- Broadleaf Weed Control- Broadleaf weeds will be controlled by using a post-emergent weed control.

Fourth Application (Early Fall)

Apply in spot treatment applications; a broadleaf weed control (as needed).

- Broadleaf Weed Control- Broadleaf weeds will be controlled by using a post-emergent weed control

NOTE: Some of the above applications may be combined at contractor discretion. Additional turf applications occasionally are needed for extremely hard to control weeds such as nutsedge and wild violet. These conditions require special attention and cannot be prevented without costly investments in preventative programs. ValleyCrest Landscape Maintenance provides control for these weeds as a curative program at an additional cost on an as needed basis with prior approval from Manager/Owner.

TURF FERTILIZER

First Application (Early Spring with Turf Herbicide)

- Fertilizer - Will be a granular product that will deliver approximately .5 lbs. of nitrogen/1,000 sq.ft. and applied with turf herbicide.

Second Application (Early Fall)

- Fertilizer - Will be a granular product that will deliver approximately 1.1 lbs. of nitrogen/1,000 sq.ft. of controlled release fertilizer.

Third Application (Late Fall)

- Fertilizer- Will be a granular product that will deliver approximately 1.5 lbs. of nitrogen/1,000 sq.ft. of controlled release fertilizer.

PRUNING SERVICES

SHRUB PRUNING

Pruning shall only be performed by skilled plantsmen, knowledgeable of the growth habit of the specified plants, and using hand pruners, loppers, pole pruners, and shears. Tools shall be kept clean and sharp. Pruning shall be done for the purpose of enhancing the inherent growth characteristics of each plant species, removing limbs which interfere with pedestrians, and removing dead or diseased wood. Cuts shall be clean and flush, without tears or stubs. Pruning shall be done (3) three times each year.

- **Evergreen Shrubs:**
 - Pruning procedures shall vary depending on the plant species and whether the planting is a hedge or informal group. Generally, the following plant species shall be maintained as hedges: Evergreen Euonymus, Japanese Hollies (excepting Helleri's), and Yews (excepting Weeping English)
 - Informal mass plantings shall be maintained at varying heights and spread, and may receive minimal attention. The object will be to present a full, natural plant form, characteristic of the species. This includes the following plants: Laurels; Azaleas; Andromeda; Acuba; Inkberry; Blue Hollies; Chinese Hollies; Osmanthus; Mahonia; Weeping English Yew; Leatherleaf Viburnum; Photinia; and Nandina.
- **Deciduous Shrubs:**
 - Deciduous shrubs shall be pruned to control suckers and leggy growth; and remove dead or diseased wood. They shall be allowed to develop their characteristic form, height, and spread within the confines of their allotted space. If there are no space restrictions, deciduous shrubs shall receive minimal attention.
- **Regenerative Pruning:**
 - Regenerative shrub pruning (major thinning, removal of mature canes, and reduction in overall size) is available at additional cost and is not included within the scope of work.

LEAF MANAGEMENT SERVICE

- All fallen leaves shall be mulched from contractually maintained areas (2) two times per contract season; weather permitting, once in November and once in December, when possible to add organic matter to the soil. (excludes wooded buffer areas)
- Leaves shall be managed using all means available including blowing, raking, vacuuming, and mowing/mulching to maintain a neat appearance. Where applicable, natural areas will be utilized for recycling leaves to provide nutrients to the natural woodland floor.
- Large volumes of leaf drop may necessitate the removal of excess from property.

GENERAL TERMS AND CONDITIONS

I. Contractor's Responsibility:

The contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein.

Contractor reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the Agreement is signed or if the CPI indicates inflation rates in excess of 3%.

A. Workforce:

Contractor shall designate a qualified representative with experience in the services being provided. The workforce is to be personally presentable at all times. All employees shall be competent, qualified, and shall be authorized to work in the United States.

B. Materials:

All materials shall conform to bid specifications. Contractor will meet all Agricultural licensing and reporting requirements.

C. Licenses and Permits:

Contractor to maintain a Landscape Contractor's license, if so required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.

D. Taxes:

Contractor agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where applicable.

E. Insurance:

Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or owner/client.

F. Liability:

It is understood and agreed that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the negligence of the Contractor, its agents or employees.

G. Subcontracts:

Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

H. Invoicing:

Contractor will submit monthly service invoices for the amount set forth under the prices and terms shown on page 1 of this Agreement. Any services rendered, that are in addition to or beyond the scope of work required by this Agreement shall be separately billed.

I. Bio-Hazards:

Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles) will not be handled by the Contractor's employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential bio-hazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

II. Owner's/Client's Responsibility:

Utilities:

All utilities shall be provided by the Owner/Client.

Access to Jobsite:

Owner/Client shall furnish access to all parts of jobsite where Contractor is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after hours emergencies.

Payment:

Owner/Client shall review invoices submitted by Contractor and payment shall be due fifteen (15) days following the date of the invoice and delinquent if not paid by that date. Contractor may cancel Agreement by giving fifteen (15) days written notice for nonpayment after the payment is delinquent. Owner/Client agrees to pay any and all cost incurred by **Valley Crest Landscape Maintenance, Inc.** in the collection of the same.

Notice of Defect:

Owner/Client shall give Contractor at least fifteen (15) days **written** notice to correct any problem or defect discovered in the performance of the work required under this Agreement.

III. Other Terms:

The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other.

IV. Termination:

The Contractor must be notified in writing of any deficiencies and given fifteen (15) days to correct such deficiencies. Should the Contractor fail to correct said deficiencies, the Owner/Client may terminate this Agreement with thirty (30) days written notice. The notice must be received by the Contractor by Certified Mail. The thirty (30) day notice shall commence on the day of actual receipt of said written notice by Contractor.

The Contractor may terminate this Agreement with forty five (45) days written notice with or without cause and the notice must be received by the Owner/Client by Certified Mail. The forty five (45) day notice shall commence on the day of actual receipt of said written notice by Owner/Client.

For the convenience of Owner/Client only, the monthly charge under this contract is an average of the total charge for all work to be performed under the contract divided by the number of calendar months included in the payment period of the contract. In the event this contract is terminated early by either party, the Contractor shall be entitled to recover his unrecovered costs incurred through the date of termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of termination. This is because substantial portions of the work for the year may be performed in the early months of each year of the contract including potentially significant mobilization costs in start-up and the cost of the work will not be fully recovered by the Contractor until all monthly payments under the contract have been received. The Chart Below outlines this reality specific to this contract.

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
0%	5%	25%	10%	10%	10%	10%	5%	10%	10%	5%	0%

Example:

Total for the agreement is \$12,000.00. The start date is January 1. The termination date is July 31. The total for the percentages = 70%. $\$12,000.00 \times 70\% = \$8,400.00$, which represents the actual work done. The actual amount paid was $\$1,000/\text{month} \times 7 \text{ months} = \$7,000.00$ because the actual amount of work done is more than the actual amount paid, the Owner owes the Contractor \$1,400.00.

ValleyCrest Landscape Maintenance, Inc. agrees to furnish all horticultural supervision, labor, equipment, materials, and transportation, as described here in above necessary to maintain the landscape per the provided landscape maintenance agreement and the general terms and conditions. This proposal is withdrawn unless executed and received within 30 days of the date of this contract

Basic Maintenance:

Total in Contract Maintenance:	\$7,716.00
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Options:

Description of Service	Price	Initial for Approval
Turf Broadleaf Application	\$324.00	
Turf Fertilizer Application	\$564.00	
Pruning Services	\$1,401.92	
Leaf Removal	\$1,473.00	

Optional Services to be billed upon completion

Contract Length & Terms

The total charge for this contract in the first year is \$7,716.00 (excluding optional items) annually, payable in 12 equal monthly installments of \$643.00 each, with billing beginning in February 01, 2011, and each month thereafter through January 31, 2012.

In the second year, the total charge for this contract remains \$7,716.00 (excluding optional items) annually, payable in 12 equal monthly installments of \$643.00 each, with billing beginning in February 01, 2012, and each month thereafter through January 31, 2013.

In the third year, the total charge for this contract remains \$7,716.00 (excluding optional items) annually, payable in 12 equal monthly installments of \$643.00 each, with billing beginning in February 01, 2013, and each month thereafter through January 31, 2014.

The total charge for this contract increases 2.00% in the fourth year to \$7,870.32 (excluding optional items) annually, payable in 12 equal monthly installments of \$655.86 each, with billing beginning in February 01, 2014, and each month thereafter through January 31, 2015.

In the fifth year, the total charge for this contract remains \$7,870.32 (excluding optional items) annually, payable in 12 equal monthly installments of \$655.86 each, with billing beginning in February 01, 2015, and each month thereafter through January 31, 2016.

Accepted: _____

ValleyCrest Landscape Maintenance, Inc. Date

Authorized Representative

Accepted: _____

Authorized Representative Date

Farrington Place Condos

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