

# PRESCRIPTION LANDSCAPE

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St. Paul, MN 55117  
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## Landscape Management

### Contract/Agreement

Tana Ridge HOA  
Nancy Matchey

4905 Lily Ave. North  
Lake Elmo, MN, 55042

Presented by:

Paul Johnson  
[pauljohnson@rxlandscape.com](mailto:pauljohnson@rxlandscape.com)

This Service Agreement, dated 2/6/2013 for reference purposes only, by and between PRESCRIPTION LANDSCAPE, INC., 481 Front Avenue, St. Paul, MN 55117 an independent contractor (hereinafter referred to as "Prescription Landscape or Contractor") and Tana Ridge HOA (hereinafter referred to as "Owner").

WITNESSETH:

WHEREAS, Prescription Landscape and the Owner wish to set forth the terms and provisions to govern the relationship between them:

NOW, THEREFORE, IT IS AGREED:

**1. EMPLOYMENT:** The Owner hereby employs Prescription Landscape to do its landscape management at Tana Ridge HOA, 4905 Lily Ave. North Lake Elmo, MN 55042. Prescription Landscape agrees to perform the services and provide supplies, materials, and equipment according to the specifications set forth in EXHIBIT A which is hereby attached and made part of this agreement.

**2. TERM:** This service agreement shall be for the time period starting 4/1/2013 and ending on 10/31/2013. The contractor reserves the right to evaluate the contract for cost of living and material cost increases before renewal of the contract.

**3. COMPENSATION:** The Owner shall pay Prescription Landscape for its services EXHIBIT A plus sales tax on products and services deemed taxable by the State of Minnesota. Seven monthly payments of EXHIBIT A plus sales tax will be due the last day of each month with the first payment due 30 Days after Start Date. Invoices will be sent 30 days prior to the due date. All services requested by Owner and not part of this agreement will be charged as extras. Owner is responsible for requesting estimates of any additional services. A finance charge of 1 1/2 % (18% Annual) will be added to any account balance not received by the due date.

**4. INSURANCE:** Prescription Landscape agrees to carry \$1,000,000 of general liability, automobile liability and workman's compensation as required by State law. Owner may request a Certificate of Insurance. Prescription Landscape will require all subcontractors furnish proof of insurance. Requests for Additional Insure or other unusual documents will be met; however any extra costs involved will be negotiated with owner.

**5. NOTICES:** For the purpose of this agreement, notices and all other communications provided for in this agreement shall be either oral or in writing and addressed to the following individuals address:

**Tana Ridge HOA**

Nancy Matchey

4905 Lily Ave North

Lake Elmo, MN 55042  
(651) 503-0424

**PRESCRIPTION LANDSCAPE, INC**

Paul Johnson

481 Front Ave

Saint Paul, MN 55117  
(612) 369-5083

**6. PERFORMANCE OF WORK:** All services and information to be furnished or performed by Prescription Landscape hereunder shall be furnished or performed as promptly as possible, and in any event within the respective times above specified, if a time is specified. It is agreed that Prescription Landscape shall not be responsible for damage or delay due to strikes, fires, subcontractors equipment failure, shortage of materials, accidents, weather or other causes beyond its control. The performance of services or the delivery of information required hereunder shall not relieve Prescription Landscape from the obligation to correct any defective work subsequently discovered and all incomplete or defective work shall be remedied by Prescription Landscape on demand without cost to Owner. Owner shall be responsible for correcting any physical conditions that change the scope and nature of work to be done by the Contractor. If such changes are not made, the Contractor has the right to demand additional compensation from the Owner.

**7. TERMINATION:** If the Contractor should persistently and repeatedly fail to perform the prescribed specifications as outlined in the contract, the Owner shall notify the contractor in writing of "Failure to Perform" within fifteen days from the time of discovery. If corrective action is not completed within seven days of such notification, the Owner may, without prejudice to any other right or remedy after giving the Contractor and his surety, if any, thirty days written notice, terminate the employment of the Contractor. In the event of termination, actual charges will be computed as outlined under the attached compensation schedule and any amount due Prescription Landscape will be submitted by or before the 15th of the month following termination. Contractor shall have the right to terminate this contract and immediately cease to perform all future services it agreed to perform under this contract should the Owner fail to pay any payments due by the date as stated herein. Contractor reserves the right to terminate this contract offer if not accepted by Owner within 45 days of the date signed by Contractor on page three.

**8. RESPONSIBILITY FOR DAMAGES:** Property damaged caused by contractor's negligence shall be contractor's responsibility. The Owner shall report all damages to the contractor within 15 days after discovery of such damage occurrence, so he may make repairs. Owner shall not have the right to hire someone else to do any remedial work without first giving written notice (certified, return receipt mail) to Prescription Landscape and giving Prescription Landscape 30 days to perform repairs. This agreement constitutes the sole obligation of Prescription Landscape under this contract and in no event shall Prescription Landscape be responsible or liable for any costs or damages, including consequential or incidental damages which may arise in any way from the services or information provided herein.

**9. ENTIRE AGREEMENT:** This instrument constitutes the entire agreement between the parties, all prior negotiations and commitments being merged herein. No waiver or modification may be made except in written instrument duly executed by the parties hereto. In the event the Owner is more than 30 days in default on any monthly payments, the Contractor reserves the right to collect said payment and the Owner agrees to pay all costs of said collection, including reasonable attorney's fees.

**10. MECHANICS LIENS:**

- a.) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
- b.) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands all as of the day and the year first above written.

Tana Ridge HOA

By Nancy Matthey  
Its authorized officer/agent

TITLE TRHOA V.P.

Date Signed March 28, 2013

Rita J. Garcia  
TRHOA PRESIDENT  
3/7/2013

PRESCRIPTION LANDSCAPE, INC

By Paul John  
Its officer or authorized representative

TITLE Director, Sales

Date Signed 4/2/13

Exhibit A:

Tana Ridge HOA  
YEARLY COMPENSATION SCHEDULE

	<u>per year</u>	<u>per month (7)</u>
Landscape Maintenance	\$6,034.00	\$862.00*
Fertilizer Program	\$805.00	\$115.00*
Disposal	\$70.00	\$10.00
<b>Total</b>	<b>\$6,909.00</b>	<b>\$987.00*</b>

\* Prices do not include applicable MN state sales taxes

*+ \$400 (Japanese beetle & grub treatment)*

**FUEL SURCHARGE NOTICE**

We have based our prices on fuel cost up to \$ 3.99 per gallon of gasoline. If the price of this fuel increases above \$3.99 per gallon we reserve the right to increase the cost of our grounds maintenance/snow & ice management price by 2% for each 10% increase.

Prescription Landscape is a Corporation, registered in the State of Minnesota. Our Federal tax I.D. is #41-1516151.

**EXHIBIT A:  
Summer Program:**

**Landscape Management Specifications**

**I. Spring Cleanup:**

- A. Spring cleanup is to be completed as soon as weather and ground conditions permit and not later than May 1.
- B. Cleanup in lawn areas will be done by power vacuuming, power blowing, power mulching or hand raking. Power mulching will be utilized where possible to recycle nutrients and organic matter back into the soil.
- C. All areas such as shrub beds, building foundations, and around obstacles will be cleaned by power blowing or hand raking to remove leaves and debris.
- D. All sidewalks and curb tops will be swept or power blown to remove accumulated sand from snow removal activities. Excessive sand in the turf areas will be removed or dispersed and charged extra compensation.
- E. Mechanical sweeping of driveways, parking areas and roadways is not included in this agreement but will be done upon request and charged as an *extra*.

**II. Mowing, Trimming, and Edging:**

- A. Mowing of designated grounds will be done up to, but not to exceed 24 times from the beginning of May through the beginning of October. Weather will determine the frequency as we approach the end of the season. Scheduling will assure a well-kept appearance of grounds throughout the year. Additional mows will be done at the request of the owner and charged as an "Extra".
- B. Mowing height will be approximately 3 inches but subject to adjustment due to weather conditions at the discretion of the contractor.
- C. Sidewalks, driveways, patios and steps will be blown to remove excess grass clippings following each mowing.
- D. Excessive grass clippings in the lawn area will be dispersed or removed by means of blowing, vacuuming, or sweeping. These methods will leave the turf areas with an acceptable appearance.
- E. Paper and debris will be picked up each mowing. Excessive repeated amounts of debris will be reported to Owner to determine the cause and how to remedy the situation.
- F. Trimming around buildings, plantings, and other obstacles, with the exception of trees, will be completed with each mowing to insure a well-kept appearance. Contractor will be responsible for excessive damage caused by mowers and string line trimmers, not including paint loss.
- G. While mowing and trimming, contractor will maintain a minimum 12" distance from vehicles that are parked over lawn areas.
- H. Mechanical edging of all concrete sidewalks and drives will be done twice during the season.
- I. Bases of trees 6" out from trunk, building foundations where the siding is low on the building and can be damaged by string line trimmers, wooden fence posts, and air conditioning units, which do not have a maintenance border of rock or wood mulch around them, will be treated with chemical to eliminate vegetative growth.

**III. Tree and Shrub Care:**

- A. Pruning and shaping of shrubs, up to a height of 7 feet, will be completed twice during the growing season as needed to remove dead wood and to maintain the intended size and shapes common to the particular species. Renovative pruning/shrub replacement will not be included in this agreement, but will be recommended if needed and charged as an extra. Renovative pruning will be recommended when necessary, or if possible when more than 25% of the shrub is dead. Shrub replacement will be recommended if shrub has lost its ornamental value and renovation is not possible.
- B. Deciduous trees will be trimmed as needed to remove suckering from the base, to reduce hazards and to remove dead and broken branches up to a height of 12 feet. Corrective and structural trimming of trees or removal of dead trees will be recommended if needed and charged as *extras*.
- C. Trees and shrubs will be inspected throughout the growing season for disease and insect problems. The contractor will provide necessary recommendations if problems are found.

#### **IV. Fall Cleanup:**

A. Fall cleanup is to be completed following the last mowing and before October 31.

B. Cleanup will include removal and/or recycling of fallen leaves and debris from shrub beds, building foundations, around obstacles and parking spaces by means of power sweeping, power blowing, power vacuuming or hand raking.

C. Cleanup in lawn areas will be done by power vacuuming, power blowing, power mulching or hand raking. Power mulching will be utilized where possible to recycle nutrients and organic matter back into the soil. Leaves that accumulate after the fall cleanup will be removed during the subsequent spring cleanup. An optional second fall cleanup is available upon request, weather permitting, for an additional charge.

D. Trees that are susceptible to sun scald, up to 4 inches in diameter, will be wrapped with tree wrap.

#### **V. Fertilization and Weed Control:**

A. Fertilization program will consist of 3 applications. Spring application will be done between April 15 and June 1 with a balanced fertilizer. Late spring application will be done between June 15 and August 1 with a balanced slow-release fertilizer. Fall application will be done between August 15 and September 30 with a balanced fertilizer. Local ordinances may regulate the rate and make-up of the fertilizer. Specific timing of applications may be influenced by weather conditions.

B. Weed control in lawn areas will consist of one pre-emergent crabgrass application between April 15 and May 15. Broadleaf herbicide will be applied twice during the growing season, as needed, during times of active weed growth (spring and fall). Weed control in shrub beds and sidewalks will be done throughout the growing season with herbicide application and/or manual cultivation. Weed control in parking lots will be done where possible. Weeds growing under vehicles and in other inaccessible areas will be treated upon request and charged as an *extra*.

#### **VI. Irrigation Service: Extra Service only provided if initialed with additional costs, see below for pricing**

##### **A. It, \_\_\_\_\_ Irrigation Start Up**

Spring Start-up will include installation of RP devices or water meters, opening the main water supply and filling the mainline. All mainline, valves, vacuum breakers, meters and RP devices will be checked for leaks. All zones will be run to check for leaks and to make head adjustments. The controller will be programmed for spring conditions and a new battery will be installed. The charge for this work and any other repairs made to the system to make it functional will be on a time and material basis. The hourly rate will be \$ 50.00 per man-hour (2 man crew) or \$73.00 per hour for a one-man crew.

##### **B. It, \_\_\_\_\_ Service Checks Please Circle # of Checks: TWO THREE FOUR OTHER \_\_\_\_\_**

System Checks will include running through all zones to check for proper operation. The entire irrigation system will be checked for leaks and heads will be adjusted as needed. The zone times and day frequency on the controller will be reset as weather conditions warrant. The charge for this work and all repairs made to the system to make it operational will be charged on an hourly basis plus parts. The hourly rate will be \$ 50.00 per man hour (2 man crew) or \$ 73.00 per hour for a one-man crew.

##### **C. It, \_\_\_\_\_ Winterization**

Winterization of System will include shutting off of the water supply and tagging all water valves shut off. Compressed air will be used to evacuate water from all lines, valves and heads. RP devices and/or meters that need to be removed and stored for the winter months will be removed at this time. The charge for this work will be \$73.00 per hour. In addition, there will be a small equipment charge for the compressor. A \$ 85.00 minimum will apply for this service.

##### **D. It, \_\_\_\_\_ Service Work**

Service work that is needed to make repairs to the system at times other than the above scheduled times will be done on a time and material basis. Labor rates will be \$ 50.00 per man hour (2 man crew) or \$ 73.00 per hour for a one-man crew plus parts. Prescription Landscape will not be responsible for damage to system due to freeze problems or ice accumulations on any surface. We cannot control unusual cold weather that occurs during the normal sprinkler season (April 20<sup>th</sup> – November 10<sup>th</sup>).

#### **VII. Consultation:**

A. A horticulturist will be available to analyze and prescribe treatment of plant disease and insect problems. Your horticulturist will also be available to provide information and proposals for other service lines not included in this agreement. These service lines include but are not limited to: landscape design and installation (including tree and shrub replacement), lawn renovation, irrigation installation and service, lot sweeping, shrub and tree fertilization, shrub renovation and structural tree pruning.

## CONTRACTOR / OWNER WORK AUTHORIZATION LIST

Prescription Landscape offers its customers many extra services in Grounds Maintenance, Landscape, and Irrigation. Some of these extra services are not included in the preceding specifications and are not being charged in the Compensation Schedule. For purposes of obtaining these extra services, it is necessary to identify who is authorized, from the "Owners", to order this work. It is equally necessary to identify who, from the "Contractor", is authorized to take an order for this work. The following is a list of persons from both "Owner" and "Contractor" who will be authorized to order extra work and accept orders for extra work.

### OWNER AUTHORIZED PERSONS

1.) NANCY MATCHLEY (VICE PRESIDENT)

2.) RITA GARCIA (PRESIDENT)

3.) \_\_\_\_\_

4.) \_\_\_\_\_

### CONTRACTOR AUTHORIZED PERSONS

1.) Ryan Foudray (Officer)

2.) Paul Johnson (Director)

3.) \_\_\_\_\_

4.) \_\_\_\_\_

The above "Owner Authorized" persons may request extra work. The above "Contractor Authorized" persons may receive orders for extra work.

#### Tana Ridge HOA

By Rita S. Garcia

Its authorized officer/agent

TITLE PRESIDENT

Date Signed 03/7/2013

Nancy Matchley  
VP TRITOA  
3.28.2013

#### PRESCRIPTION LANDSCAPE, INC

By Paul Johnson

Its officer or authorized representative

TITLE Director, Sales

Date Signed 4/2/13

### Budget Proposals

#### **Initial for Service:**

##### **A. It. Lot Sweeping (available at an extra cost and is not part of the base maintenance agreement)**

1. Mechanically sweeping the drives and parking areas will be completed one time in the spring.
2. Removal of sweeping debris from property.

Lot Sweeping Price: \$N/A

##### **B. It. Mulch Topdressing (available at an extra cost. Not part of the base maintenance agreement)**

1. Install matching color mulch to the depth of 1" to all existing mulch beds and tree rings.
2. Completed by May 15.

Mulch Topdressing Price: \$3,500

##### **C. Seasonal Color Program (available at an extra cost and is not part of the base maintenance agreement)**

1. It. Summer Annuals – summer annual bed installation planted 6" on center using 45-60 count flats. (4"-4.5" pot tray specification requires special quote)

Price: \$N/A

2. It. Fall Mums – fall annual bed installation planted 30" on center using 12" pots (Hay bale, pumpkin & corn stalk arrangements available and requires a special quote)

Price: \$N/A

3. It. Bulb Planting – Install tulip or daffodil bulbs 6" on center in annual beds. (This bulb program treats bulbs as an annual installation. Bulbs are removed in the spring at the time of summer annual planting)

Price: \$N/A

4. It. Weekly Garden Maintenance – Weekly maintenance visits to weed, deadhead & fertilize as needed. Replacements to fill in for dead annuals due to bed deficiency where site corrections are needed may be billed as an extra to correct the site deficiency per manager approval.

Price: \$N/A

5. It. Seasonal Pot Arrangements – Summer and Holiday pot arrangements – Special quote required -

Price: \$

##### **D. It. Tree & Shrub Fertilization (available at an extra cost not part of the base maintenance agreement)**

1. Deep root fertilization of woody plant material will be done one time per season.
2. Fertilizer will be applied at a depth of approximately 12 inches to ensure proper root development

Shrub Fertilization Price: \$N/A

Tree Fertilization Price: \$N/A

##### **E. It. Core Aeration (available at an extra cost and is not part of the base maintenance agreement)**

1. Common turf areas will be core-aerated one time per season to a depth of no more than 2.5 inches.
2. Underground lines not buried properly may be damaged (e.g. Irrigation lines and heads, cable TV, gas, electric, etc). If damages occur, customer agrees not to hold contractor responsible for damages.

Core Aeration Price: \$N/A

##### **F. It. Fertilization Rd. 4 - Turf (available at an extra cost and is not part of the base maintenance agreement)**

1. Apply a well balanced slow release fertilizer

Fertilization Rd. 4 - Turf Price: \$N/A

##### **G. It. Emerald Ash Borer (available at an extra cost. Not part of the base maintenance agreement)**

1. Soil treatment to each Ash Tree once a year (Chemical: Xytect)

Emerald Ash Borer Price: \$N/A

##### **H. It. Tree & Shrub Rejuvenation Prune (available at an extra cost. Not part of the base maintenance agreement)**

1. Remove 1/3 or oldest, dead and dying canes in deciduous shrubs. Select shrub species will be pruned to within 6 inches from the ground. Rejuvenation pruning promotes new growth and is essential in maintaining healthy shrubs.

Shrub Rejuvenation Prune Price: \$N/A

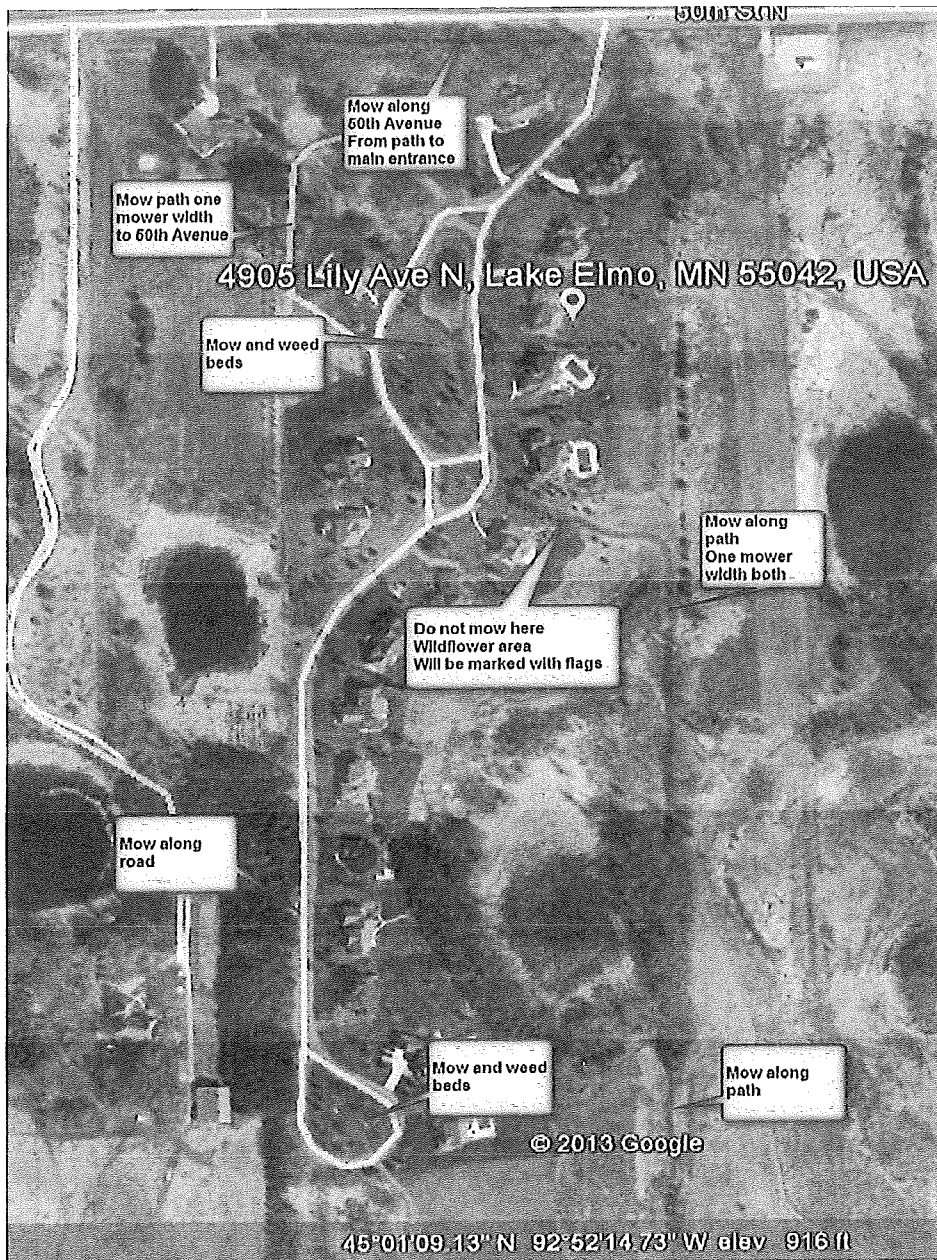
Tree Rejuvenation Prune Price: \$N/A

##### **I. It. Grub/Japanese Beetle Control Application (available at an extra cost and is not part of the base maintenance agreement)**

1. Apply granular Acelepryn or Dylox for grub control. Recommend 2 applications per year for most effective results. Also helps to control moles by removing their primary food source.

Grub/Japanese Beetle Control-Per application: \$400.00





Tana Ridge  
4905 Lily Ave N  
Lake Elmo, MN

