



Landscape Management, Inc.

LANDSCAPE MAINTENANCE
MARCH 8 2007

March 10, 2007

Woodman Pointe Homeowners Association in care of Haley Realty
109 E. Fontanero Street
Colorado Springs, CO 80907
Attn: Ann Jagitsch

Re: Landscape Maintenance Proposal
Woodman Pointe Homeowners Association

Dear Board of Directors,

Thank you for giving Terranomics Landscape Management, Inc. the opportunity to submit a proposal for the landscape maintenance services for your homeowners association. We have figured the contract price strictly according to the specifications you have provided.

Terranomics Landscape Management, Inc. has been providing quality landscape management, landscape installation and snow removal services for multi-family and commercial properties throughout Colorado Springs since 1990 and we pride ourselves in offering the best in customer service. One additional service we offer is a monthly walkthrough that each and every board member is welcome to attend. This is just one way that we can address questions, concerns and keep open communication with each other on a regular basis.

Woodman Pointe is located in very close proximity to other properties that we currently maintain and would fit perfectly into our schedule.

Please call if you have questions or require additional information. My direct line is 719-447-0660.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy Florell".

Randy Florell
Terranomics Landscape Management, Inc.



Landscape Management, Inc.

Woodman Pointe Homeowners Association in care of Haley Realty
109 E. Fontanero Street
Colorado Springs, CO 80907
Attn: Ann Jagitsch

RE: Woodman Pointe Association Resident Benefits

To Whom It May Concern:

As the maintenance contractor for Woodman Pointe HOA, we would like to extend our landscape services to individual homeowners. Terranomics Landscape Mgt. Inc. offers a wide range of landscape services and they will be readily available to all HOA residents. In our appreciation for being the HOA grounds maintenance contractor, we would like to extend the following discounts:

10% off sprinkler system start up and service

10% off lawn aeration

10% off lawn fertilization and weed control

10% off weekly mowing and policing

Free landscape estimates and consultation

Please call if you have questions or require additional information. My direct line is 719-447-0660.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy Florell".

Randy Florell
Terranomics Landscape Mgt. Inc.

MAINTENANCE CONTRACT
FOR THE
WOODMAN POINTE HOMEOWNERS ASSOCIATION

I. SCOPE:

To provide for complete grounds and property maintenance on a year-around basis to include Lawn and Grounds Service Tree and Shrub Care, Fertilization, Chemical Control, Snow Removal or any other "Services" made applicable and outlined by this agreement for WOODMAN POINTE HOMEOWNERS ASSOCIATION

II. DEFINITIONS:

The term "Contracting Officer", where used in this specification, shall mean: Haley Realty, Inc., 109 E. Fontanero Street, Colorado Springs, Colorado, 80907, or any duly authorized representative thereof.

The term "Maintenance Contractor", where used in this specification, shall mean: Terranomics Landscape Mgt. Inc. or any duly authorized representative thereof.

III. GENERAL REQUIREMENTS:

1. The Maintenance Contractor shall furnish labor, materials and equipment transportation and supervision to perform the maintenance operations in accordance with the requirements specified herein.
2. Complete coordination between the Maintenance Contractor and the Contracting Officer shall be required.
3. The Maintenance Contractor shall be responsible for any damages to the grounds caused by his work force while performing requirements of the specifications herein. Labor and materials for the repair or replacement of the damages shall be provided and borne by the Maintenance Contractor. Maintenance Contractor will locate all underground utilities prior to the commencement of underground work on this contract.
4. The Contractor shall provide trained and qualified personnel with responsible supervision in the performance of the specified services. Supervisory personnel will maintain a regular inspection of the property and premises to insure compliance.
5. The Contractor shall be covered by all insurance required by the State of Colorado and the Declarations of the Property as applies to the specifications of this agreement. The Contractor's carrier shall furnish the Contracting Office with satisfactory proof of insurance via a certificate which lists the Contracting Office as a "Certificate Holder" or "Additional Loss Payee". Minimums are as follows:

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<u>COVERAGE CATEGORY</u>	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	
Bodily Injury	\$500,000.00 ea. occurrence
Property Damage	\$500,000.00 ea. occurrence
C. Comprehensive Automobile	
Bodily Injury	\$500,000.00 ea. occurrence
Property Damage	\$500,000.00 ea. occurrence

6. The Contractors employees shall be identified by an article of uniform dress making the easily identifiable to the clients/property residents. As a minimum this will include a T-shirt, jacket or hat with the Contractors name clearly visible. The Contractor shall ensure that employees present a neat and well kept appearance at all times.

7. The Contractor shall obtain and keep current at all times all licenses required by any regulatory agency to perform the work required by the contract specifications. The Contracting Office will be provided copies.

8. The contract may be terminated by either party upon 30 days written notice. Failure to perform any of the services provided for herein shall void the contract and give cause for cancellation without 30 days written notice. Either party may terminate this agreement by notice in writing to the other party at their respective address. Notice to be given at least 30 days prior to the effective date of a mutual release and must include a list of reasons and causes for termination. In the event of termination by either party, full payment for services performed or materials provided become due and payable on or before date of termination. In the event of per-payment of services or materials not performed or provided, refund will be due and payable on the termination date.

9. Taxes: The Contractor agrees to pay all applicable federal, state and local taxes on materials used on the work site.

10. Liability/Responsibilities:

a. The Contractor agrees to accept responsibility for any damages to the property caused by his personnel while performing the contract specifications; to include labor and materials for replacement and repair in a timely manner.

b. Complete coordination between the Contractor and Contracting Office shall be required to insure contract completion. The Contracting Office will provide all available information necessary for the Contractor to perform under the contract, to include site plans, etc. copies of maps attached.

- c. The Contract company will receive and respond to directives only from the Contracting Office and/or his specifically authorized members of the Board of Directors.
- d. Unless otherwise stated in writing, it is the Association responsibility to insure adequate water supply for plant materials, lawns, etc. and to provide reasonable access to areas covered by this contract.
- e. Maintenance Contractor shall not be held responsible or liable for any loss, damage or delays caused by weather, strikes or any other causes beyond their control.

IV. LAWN AND GROUNDS SERVICE:

1. Mowing: (Tracts C, D, and E) All turf areas will be mowed to an approximate height of 3 inches each week during the growing season. (Typical growing season, depending upon weather considerations, extends from May to October). Mowing frequency will be scheduled to insure that not more than 1/3 of the grass blade is removed. Maintenance Contractor personnel use equipment best suited to the site and will follow correct horticultural guidelines to keep your turf at a healthy state. Clippings will be removed when specified by Contracting Officer or if appearance is effected at a time and materials charge. Concrete and asphalt surfaces will be left free of grass clippings.
3. Edging: Vertical edging will be performed once every month during the growing season, along all sidewalks and curb junctures with the turf areas (minimum of 6 edgings) and all surfaces will be cleaned of debris. Chemical will be sprayed along asphalt edges and around trees. Along foundation perimeter only string trimmers or chemical herbicides will be used around objects to keep a neat appearance.
4. Area Clean Up: At the time of mowing, all turf, shrub, rock and garden areas, drains and drain pans and curb lines on all streets will be policed, weeded and loose trash, animal feces, and debris will be removed. Grass clippings will be removed from the walkways, porches, parking areas and drives by sweeping and/or use of high pressure air. Any rocks dislodged during this process will be replaced. Tracts C, D, and E shall have service once per week and Tract F and the Open space on the south side of the property line (Cottonwood Creek Trail) shall be serviced once per month.
5. Weeding: Common area garden, rock and shrub bed areas will be weeded by hand or by the application of chemicals to prevent the appearance and accumulation of objectionable weed growth. Areas inaccessible to chemical weed control will be hand weeded. Contractors licensed applicators will check property on a regular basis and spray to kill weeds in rock, asphalt, concrete cracks and

planter beds. Contractor will also spray tree rings and fence line along property to eliminate trimmer damage. Turf will be inspected and proper chemicals applied up to 3 times per year by Contractors licensed applicators to insure as weed free lawn as possible. Bedding materials such as rock, bark or mulch will be maintained in an aesthetically acceptable manner.

6. Plantings: Plant flower beds agreed between the Contractor and Contracting Office once annually on a materials only basis, and remove dead stock at the end of the growing season as part of contract. Contracting Officer, with the Contractor will select the plantings, at the clients expense. Beds shall be completed no later than May 16th of any given year.

7. Aeration: The turf areas will be aerated twice each year, once in the spring and once in the fall as weather and thatch tests dictate. It is understood that aeration of certain low lying sections would be counter productive. Those areas to be done would be agreed on by the Contractor and Contracting Officer after compaction and thatch tests.

8. Fertilization: All turf areas will be fertilized with a commercial fertilizer acceptable to the client for a total of three (3) to four (4) pounds of actual nitrogen per 1,000 square feet per year. The number of applications will be dependent on the type of nitrogen used and the type of turf grass. Quantities and frequencies will be adequate to produce a consistent, green turf. Fertilizer shall provide nitrogen, phosphorus, potassium, iron, sulfur and other minor trace elements as necessary to maintain healthy turf. Variations must be substantiated and approved prior to application by the Contracting Officer. Applications in excess of three (3) shall depend on turf nutrient requirements and soil tests at the clients direction, and for an additional labor and material charge.

9. Fall Cleanup: Contractor shall clean up leaves on the property during Fall. The number of times necessary to fully clean up the fall leaf drop will be dependent on the amount of drop experienced in the fall.

10. Mowing native of the Open space Tract F to be done no less than three times per season with mowing required each time the average height of the material reaches 8 inches. Tract F will be 15 -20 feet from property lines that back up to this tract.

V. TREE AND SHRUB CARE:

Tree and shrub care will be performed to promote healthy growing conditions and the aesthetic values of the property to include under the contract unless otherwise noted:

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- a. Fertilization, either foliar, deep feeding or organic, once annually which shall include insecticide. This is to be a time and materials charge at the request of the Contracting Officer.
- b. Deep watering in the winter months and dependent on climatic conditions at clients expense for time and materials.
- c. Repair of tree wounds, regardless of cause shall be done by the Contractor. Repair of breaks or wounds caused by vandalism or weather losses will be charged to Client on a time and materials basis.
- d. Pruning of trees under 15' in height, and all shrubs each Fall and Spring, or as standard Arborist practices dictate for species in question. Pruning of dead or broken stock shall be done routinely.
- e. Removal of tree stakes and guying as necessary or requested by client. Placement of tree stakes and guying as necessary or requested by client.
- f. Removal of small (under 1½" caliper) dead trees and shrubs shall be at the client's selection and direction with charges for materials and labor only if the tree in question will be replaced or if it is requested that the stump be removed.
- g. Replanting of trees and shrubs selected by client shall be at client's expense for time and materials.
- h. Additional spraying of trees and shrubs for insects shall be dictated by seasonal conditions and done at the client's expense for time and materials. (Such as dormant oil spray for Tussock Moth). Spraying shall be done in compliance with State Department of Agriculture guidelines
- i. Mulch and rock beds shall be replenished yearly as needed with the cost for materials being invoiced to client separately.

VI. SPRINKLER SYSTEMS MAINTENANCE AND CONTROL:

1. Activation: The system will be activated in accordance with industry standards in the Spring, as required, dependent upon climatic conditions and turf grass moisture requirements. The system shall be brought to a fully operational condition and that condition reported to the Contracting Officer when complete. In the event that there is freeze damage to any portion of the irrigation system, the cost of repair for these breaks will be the responsibility of the Contractor who deactivated the system the previous fall. Activation of the irrigation system after deactivation in the fall and before reactivation in the spring shall be at the client's request and the client shall bear all costs associated with this activity.
2. Programming: The system will be programmed to provide necessary moisture to the turf grass areas to promote healthy growth and the aesthetic desired appearance. Good conservation standards must be observed, considering natural moisture accumulation, with programming scheduled accordingly.
3. Maintenance: The systems will be maintained in a fully operational condition at all times. The Contractor will inspect and monitor the system in it's entirety at least

twice a month, subsequent to each mowing, to insure no disruption to heads or spray patterns caused by the mowing, trimming operations. Damage caused by the Contractor will be timely repaired at no additional charge. Clearing and cleaning of fouled heads and nozzles, pattern adjustments and timing clock programming will be performed as necessary. Major repairs, shovel dig-ups, parts replacement as approved by the Contracting Officer will be charged on a labor and materials basis. All reports to the Contractor regarding maintenance on the irrigation system shall be responded to with 24 hours of the report. If the nature of the repair is such that a longer period is adequate before making the repair, the Contractor will contact the Contracting Officer with a report.

4. Winterization: Winterization of the systems will be accomplished as agreed upon by the Contractor and Contracting Officer. This will include water supply shut off at the meter pit(s), air pressurization of all lines, removal of all water from the mains to the backflow preventers and removal of excess water from the meter pits. All mains must be pressurized and water blown from the mains and all lateral zones and from the backflow devices. The entire system must be totally free of any water to prevent freezing and subsequent damage.

5. Moisture Checks: Contractor will check soil moisture weekly with a moisture probe as requested by the Contracting Officer and a monthly report provided to the Contracting Officer with recommendations on the necessity of winter watering.

6. Hand watering of trees and shrubs shall be performed to supplement the irrigation system with special attention given to new plantings as needed or wether conditions dictate.

VII. CHEMICAL CONTROL:

1. The Contractor may provide chemical control of insects, pests and diseases common to the turf grass systems and all landscaping at client's expense for labor and materials as approved by Contracting Officer. The Contractor will be selective in usage and application to insure against any damage to turf, trees and shrubs and will guarantee the complete safety of the user public, property residents and their pets.

2. The Contractor must conform with all Federal (EPA), State and Local licensing and application standards and requirements.

VIII. WINTER SERVICES:

General: The Contractor will conduct weekly policing of the property, to include turf, rocks, shrub, Lexington Avenue drains, garden and building areas for the removal of loose trash and debris. This should be accomplished following the

weekly trash removal services. Winter watering shall be done as climatic conditions dictate at client's expense for time and materials.

IX. SNOW REMOVAL: All snow removal services will be performed at client's expense for labor and materials.

1. Snow removal will commence after the accumulation of two (2) inches. The common area sidewalks will be done first and snow shall be placed in the best location to avoid runoff causing ice and to not damage sod or plantings, then the mail box pads. The sidewalk along all streets whether interior to the property or public running tangent with the property cleared no less than 12 hours after the last snow fall. The determination for the necessity of snow removal will be left to the Contractor.

2. Timing: Morning clean up will begin no later than 7:00 a.m., and for evening clean up no later than 4:00 p.m., unless the storm starts in the evening hours. In any event, the Contractor must make every effort to provide the residents reasonable ingress/egress to and along common areas during normal business opening and closing hours. Work between the hours of 12:01 a.m. and 5:00 a.m. is to be done at the discretion of the contract company.

3. Placement: Snow will be plowed and piled in prearranged, non-traffic areas, as agreed upon between the Contractor and Contracting Officer. In the case of extreme accumulations the snow may have to be removed from the property as agreed upon by the principals.

4. Sanding: One (1) complete application of a sand or ice melt mixture per storm on all icy areas; sidewalks and where a safety hazard may exist and ONLY as requested by the Contracting Officer. Ice melt shall be placed at all mailbox pads. Additional applications will be as directed by the client for time and materials charge. If sand is used it must be removed from all concrete surfaces as soon as possible so as to reduce the risk of pitting and damage.

5. Wrap Up: Removal will continue, as required, until the snowfall ceases, and final clean up should be programmed to be completed as soon as possible thereafter.

6. Reporting: The Contractor will contact the Contracting Officer and advise of his removal plans (day or night, cell # 459-0054), equipment and personnel schedules and completion parameters.

7. Excess Snow Removal: Snow removal for amounts in excess of a 12 inch accumulation may require additional equipment at additional cost for time and materials based on the "additional hourly equipment/labor charges" schedule included in this contract.

8. Special requirements:

- a. The Contractor will be alert to problem areas of the private streets where the buildup of ice may threaten the safety and health of the residents, specifically public walks which are known problem areas. Such buildup will be removed or treated on a prompt and continuing basis. Use of non-toxic ice melt and/or sand on pedestrian areas is acceptable and expected.
- b. As determined between the Contractor and the Client, special consideration will be afforded specific unit(s) (walkways) whose occupants are elderly, handicapped or emergency response personnel.
- c. Contractor and Client agree to accept the Snow Removal hourly charges as outlined in this contract.

X. ADDITIONAL REQUIREMENTS:

- 1. Wood Fencing Maintenance: Common area fencing will be inspected and repaired to include only minor renailling. Major repairs will be identified to the Contracting Officer.
- 2. After Business Hour Communication: Contract company shall provide client with a phone number and/or radio contact for emergencies.
- 3. Additional hourly equipment/labor charges: Will be per the following schedule:

a. <u>Snow Removal:</u>	truck & blade	<u>\$75.00</u>	per hour
	hand shovel/ice removal	<u>40.00</u>	per hour
	snow blower	<u>40.00</u>	per hour
	sanding	<u>75.00</u>	per hour load
	ice melt	<u>20.00</u>	per bag
b. <u>Sprinkler Repairs:</u>	Laborer	<u>25.00</u>	per hour
	Foreman	<u>40.00</u>	per hour
c. <u>Additional Repairs and Installations:</u>			
	Laborer	<u>25.00</u>	per hour
	Foreman	<u>40.00</u>	per hour

XI. BILLING/PAYMENT SCHEDULES:

- 1. Monthly billing statements are to be submitted by the 10th of each month, for the previous months work and will be paid by the 30th of that month. Payments for services are due and payable within the terms of the invoice. No finance charges will be imposed if the total of such invoices is paid in full within the stated terms and there is no dissatisfaction expressed by the Association in writing. A finance

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charge may be imposed from the invoice date on the overdue balance at a periodic rate of 1.5% per month (18% per year) until paid. Payments will be applied first to previously billed finance charges, and thereafter, in order, to the previous and finally to new invoices. WOODMAN POINTE HOMEOWNERS ASSOCIATION retains the right to deduct charges from the monthly contract price for failure to perform services as directed in this contract.

2. Statements: Shall include work done per contract at no charge to the client as well as a break down of itemized charges for labor and materials. Location of repairs shall be noted by address whenever possible.

3. Contract cost:

Total contract service: \$ 4,100⁰⁰ Payments will be made in twelve equal monthly installments of \$ 341.66

4. Contract will be in effect from April 1, 2007 through March 31, 2008

XII. Certification:

We, the undersigned, hereby agree to the specifications and terms outlined in I through XI above.

1. Representing Haley Realty, Inc., Contracting Officer for WOODMAN POINTE HOMEOWNERS ASSOCIATION

Ann Jagitsch
Association Management Supervisor

Date

2. Representing Terranomics Landscape Mgt. Contractor.

Randy Shell

President/Owner

3-10-07
Date