

SUNLAND DIVISION 7 CONDO ASSOCIATION LANDSCAPE MAINTENANCE CONTRACT

This contract is an agreement between _____, hereafter referred to as the CONTRACTOR, and Division 7 Sunland Condo Association, hereafter referred to as the CLIENT. CONTRACTOR and CLIENT hereby promise and agree to the following:

The CONTRACTOR agrees to provide the landscape services detailed in the following specifications. An invoice will be submitted to the CLIENT representative, hereafter referred to as the Landscape Director. The CLIENT agrees to pay the charges specified herein.

LANDSCAPE MAINTENANCE SERVICES

The CONTRACTOR shall provide the following services:

- Clip, prune and/or trim shrubs as needed but at least 2 times per year as determined on a schedule approved by the Landscape Director. Additional pruning outside of this twice-yearly service will be at the direction of the Landscape Director. Requests for cutting shrubs lower than the previous year's cut, or most recent cut will require an estimate before work can be done.
- Pruning of shrubs or brush on **full length (east to west)** of the north slope of Division 7 will be maintained no higher than 4 feet. Areas where accessibility is limited due to grade of hill will be identified by Landscape Director as exempt from pruning.
- Special trimming requests from tenants/owners indicating how they personally want shrubs to be trimmed must be referred to and approved by the Landscape Director. Owners or Property Managers are required to submit a service request. Requests for trimming or pruning outside the purview of this contract will be subject to an estimate provided and work paid for by the owner/tenant prior to work commencing.
- Fertilize all shrubs 2 times per year with a fertilizer. The fertilizer product and application schedule are to be approved by the Landscape Director. The first fertilizer is to be applied no later than April 30th according to the schedule approved by the Landscape Director. A second fertilization should be completed in mid-summer for most shrubs. Any supplemental applications of fertilizer needed will be requested by the Landscape Director and will be paid as additional labor and materials from the original bid.
- CONTRACTOR is required to weed **in a timely manner** during the growing season all common areas managed by CLIENT. Weeding of annual flowers, shrubs or other landscape planted by individual homeowners is not required and should be reviewed by the Landscape Director and CONTRACTOR. **Weeds or plants that are invasive will be pulled or dug out or cut off at ground level.**
- The contractor is responsible for the removal of shrubs. This extra work can only be ordered and approved by the Landscape Director. The cost of all shrub planting will be the responsibility of the CLIENT. (See the Pricing Section for more information on bidding or billing for additional work not included in the scope of this contract).
- Shrubs that die due to the **negligence or actions of the CONTRACTOR**, will be replaced at the CONTRACTOR's expense. This negligence would include but not limited to damage by CONTRACTOR's product, equipment or employees.

GENERAL REQUIREMENTS

- CONTRACTOR will maintain liability insurance throughout the contract period and provide proof of liability insurance to include at least \$1 million in coverage or in the amounts required by the State of Washington, and Workman's Compensation coverage, as required by State and Federal Laws, covering his equipment, and on his operators and employees and provide proof of the same to the CLIENT. The CONTRACTOR is also responsible for any licenses and/or permits required by law for activities on the CLIENT's property. Proof of license and insurance is required prior to signing the contract and needs to be maintained throughout the contract period.
- CONTRACTOR will be expected to conduct themselves in a cordial and professional manner at all times – with Owners, with Landscape Committee members and with the Landscape Director.
- CONTRACTOR is not obligated to take direction from anyone except the Landscape Director. CONTRACTOR should refer Owners to contact the Landscape Director by submission of a service request specific to their Common Area.
- CONTRACTOR shall supply all fertilizers, chemicals, tools, and equipment to perform the tasks outlined herein under the contracted price. All products and chemicals used are to be approved by the State of Washington and not violate any county, state, or federal laws.
- Any additional charges for work not covered under the basic monthly contract for these services as outlined herein **must be submitted and approved by the Landscape Director before such service is rendered.** See Pricing Section for more information on bidding or billing for additional work not included in the scope of this contract.
- The client will reimburse the CONTRACTOR for an ongoing supply of medium fine mulch (3-4 yards) that shall be made available for the owner/occupants' personal use during the growing season, stored on the East end of the third island on Hilltop Drive in the bins provided. The cost of the mulch is not to exceed \$500 (including labor and materials) for the year 2025. The Landscape Director will notify the CONTRACTOR when mulch supply is needed.

PROPERTY DESCRIPTION

Delivery of services includes to all properties on Hilltop Drive in SunLand development owned and managed by Sunland Division 7 Condo Association located in Sequim, Washington.

PRICING AND CONTRACTUAL TIME PERIOD

- **CONTRACTOR** will be paid for all scheduled maintenance and tasks identified in this contract at a basic hourly rate plus applicable Washington State sales tax. Payments will be made to the **CONTRACTOR** based on invoice(s) submitted to the Landscape Director **BY** the last day of each month. Payments will be made to the **CONTRACTOR** for invoices submitted and will be paid, once the scheduled work has been completed and has been approved by the Landscape Director, no later than the 15th of the next month.
- All **extra work estimates** are to be presented to the Landscape Director as time (labor) plus material/parts for any extra work above and beyond contracted services outlined in this agreement. The Landscape Director at his or her discretion may seek prices or bids for work outside the scope of this contract from other companies and is not obligated at any time to use the **CONTRACTOR** for such work that does not fall into this basic Landscape and Grounds Service Contract.
- This contract is for a period of one (1) year, from January 1, 2025, through December 31, 2025, and **may be extended by the CLIENT based on competitive price and performance.**
- **CONTRACTOR will provide an email address along with primary and secondary phone contact information to the Board of Division 7 and to the Landscape Director.**
- **CONTRACTOR will provide to the CLIENT prior to signing of contract the following:**
 - Statement of company background and years of experience performing the services outlined.
 - 2 references.
 - List of available equipment and employees or contractors to be used to perform the outlined services.
 - Proof of Washington State license as required by state law; license must be maintained throughout length of the contract services.
 - Proof of liability insurance to include at least \$1 million in coverage or in the amounts required by the State of Washington. Bonding/Insurance must be maintained throughout the length of the contract services.
 - W-9 form.
 - Supplemental documentation listing the description and frequency that the Landscape Maintenance responsibilities are to be completed beginning Jan. 2025 through Dec. 2025.
 - Proposed hourly rate to be billed by the **CONTRACTOR**.
 - Proposed total estimated hours and cost for the period of this contract.

I have read and fully understand the above terms and conditions and agree to be bound by them. In witness whereof, the parties to this contract have signed and executed it as indicated.

CLIENT:

CONTRACTOR:

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Sunland Condominium Owners Association

P. O. Box 298,

Sequim, WA 98383

Rob Baer, President, Board of Directors

Date _____

Date _____

Contact information for Landscape Director:

Kelly Foster

119B Hilltop Drive

Sequim, WA 98382

360-280-6764 – cell phone

foster55551@gmail.com

All invoices will be submitted to the Landscape Director for approval at the above address – by email, mail or hand delivered.