

LANDSCAPE MAINTENANCE AGREEMENT

Green Summit truly cares about the community experience of each resident in Northern Meadows. The quality and aesthetics of the common and front yard landscapes are of utmost importance. To assist with this experience and quality, we would like to offer the **Partnership Incentive Program** as follows.

Green Summit will perform re-seeding of approximately 800 front yards at no charge. This work will need to be done in March or September of 2022 (timing TBD based on weather and input from the Board, March or September is recommended). This will also include our certified irrigation technicians running through each controller and performing an inspection to ensure each zone is getting proper watering (at no charge) for best germination results. The inspection will be done at no charge and if major repairs are needed, we will bring that to your attention for repair.

Secondly, Green Summit will install 130 plants (1 and 5 gallon) in the common area landscapes at no charge. This will be done in Spring 2022 (timing TBD based on weather and input from the Board, May or September is recommended). A design will be provided for these plant installations with input from the Board.

Each of these services will be included each year of the contract. Reseeding as needed in the Fall and 130 plants installed in the common areas. A \$18,000 value. Incentives will not roll over year over year.

Furthermore, to aid in improving the irrigation system throughout the community we offer the **Irrigation Upgrade Incentive**. For every \$100 spent on irrigation upgrades (i.e replace lines, new components etc.) we will give a \$10 credit for any enhancement work. For example, in a given year you spend \$30,000 replacing old poly lines or other irrigation upgrade we will give you a \$3,000 credit enhancement work outside the maintenance contract.

THIS AGREEMENT is made and entered into this 6 day of February, 2023 by and between Northern Meadows Property Owners' Association, Inc. c/o HOAMCO a non-profit corporation, (hereinafter referred to as "NMPOA, Inc."), and Green Summit Landscape Management, LLC (hereinafter referred to as the "Contractor").

1) SCOPE OF SERVICES

a) Turf Management

- i) All turfed areas will be mowed on a weekly basis as needed at a height of 3" during the growing season on a regular schedule to maintain a neat appearance. Aeration to be performed one time per year, at no extra cost to Association on a regular schedule (set at beginning of year). Any damage to the irrigation system made by maintenance equipment will be repaired by the contractor at no extra cost to the Association.
- ii) Edge paved surfaces adjacent to lawn areas as often as necessary to maintain a neat appearance. Blowing of all walkways and turf will be performed on a weekly basis, after mowing. At no time will clippings be left overnight.
- iii) All turfs will receive one pre-emergent herbicide treatment to control weeds, for the elimination of dandelions and other weeds in the turf areas. The cost for the labor, equipment and materials for all pre/post-emergent herbicide is included in the monthly fee. Post emergent herbicides as needed.
- iv) Grub and other pests in the turf are to be monitored and treated as identified at no extra cost to the Association.
- v) Fungus in the turf will be monitored and treated as identified during the growing season and overseeding damaged areas created by fungus is included in the contract. Overseeding shall be performed during the months of September and October.
- vi) Water turf areas to provide adequate soil moisture at the root zone. Damages occurring to the grass for improper watering will be a shared financial responsibility between the Association and the contractor depending on circumstance (see penalties section).
- vii) Visually inspect turf weekly during the growing season for lawn health.
- viii) All turf areas will receive a minimum of four (4) application of fertilizer.

(1) Apply fertilizer as needed per the manufacturer's recommended rate and timing, at no additional cost to the Association.

b) Plant, Shrub and Bed Management

- i) Prune to maintain the natural form of the plant/shrub and to maintain growth within space limitations. Pruning shall be done according to the best horticultural practices. Usually once per year during the spring. Remove frost damage. At no time shall plants or shrubs be allowed to grow over walkways, windows and curbs shall be pruned as needed to maintain required pedestrian access. Shrubs shall be kept between 4-6' in height. Trim to size of the yard and keep manicured (with the exclusion of deferred maintenance).
- ii) Non-ground cover shrubs will be lifted approximately 6" off the ground for ease of maintenance.
- iii) All gravel areas, shrub beds, planters, and ground cover areas are to be free of weeds and undesired grasses on a reasonable level by post-emergent herbicides or manual removal. Apply a broadcast application of pre-emergent herbicides at least once per year (between November and July), on a regular schedule, to prevent the germination of weeds and unwanted grasses. Broadcast applications will include a tracker dye. The cost for the labor, equipment and materials for all pre-emergent herbicide is included in the monthly fee.
- iv) Common areas and approved yards will receive spot treatment applications of pre- and post-emergent herbicide control as needed, and as allowed, to be applied at no additional cost to the Association (outside of normal broadcast).
- v) Apply granular macronutrient fertilizer to shrubs on an as-needed basis, at no additional cost to the Association.
- vi) Watering frequency shall be dictated by plant material needs. Plant material needs will be based on least drought tolerant plants or turf stand for each individual irrigation zone.
- vii) Inspect gravel areas weekly to ensure that the gravel is contained in designated bedding areas and perform raking as needed and cleaning (not including blow sand) on a regular six-week cycle, including raking where necessary in areas of high traffic or where incidental amounts of erosion have occurred.
- viii) Remove trash and foreign debris from all landscaped areas weekly with the exception of

leaf season (see leaf operations section).

- ix) All plant material shall be monitored for general health insects, pests, or disease (does not include preventative maintenance). Treatments as needed for the aforementioned shall be included as part of the contract.
- x) Any plant material installed by Contractor will be covered under a two year warranty from the time of install, and will be replaced as part of the contract. Replacements will be discussed with the Community Manager and shall not deviate from the community approved plant list.
 - (1) Non comparable replacements can be billed per a preset amount disclosed in the contract with prior written approval by the Community Manager or Association representative.
- xi) All flower beds to include the monument signs at both main entrances to the community will be maintained to present a neat and weed free (reasonable) appearance.
- xii) All deadheading of plant material in the community to include the monument signs at the main entrances is to be included in the contract.
- xiii) Seasonal color at both monument signs will be included in this contact and will include a minimum of 7 flats and 4 dozen bulbs per installation per bed.

c) Tree Management

- i) Prune and shape trees as needed to keep sidewalks, streets, roofs and pathways clear following proper horticultural practices. Pruning shall be performed to obtain a natural form and appearance as appropriate for each variety. Pruning cuts made above twelve feet (12') or branches over 4" in diameter are not included in this contract. Trimming tasks over twelve feet high will be proposed to the Community Manager for the written approval by the Board of Directors.
- ii) Water trees to provide adequate soil moisture at the root zone and only as frequently as necessary to maintain healthy growth. Plant material needs will be based on least drought tolerant plants or turf stand for each individual irrigation zone.
- iii) Apply granular fertilizer as needed to achieve healthy growth, and to address macronutrient deficiencies.
- iv) Remove tree suckers regularly.

d) **Cleaning and Debris Removal-**

- i) Clear walkways and driveways of landscaping debris and litter along landscaped areas on each scheduled site visit. Sweep or blow walkways at common areas weekly, within one foot of all curbing unless obstructed by vehicles, etc.
- ii) Remove grasses and weeds growing in cracks of sidewalks, curbs, and edges of asphalt within one foot of all curbing (street cracks not included).
- iii) Cleanup of storm drain and storm related debris to be performed at an additional cost to the Association, upon written approval of the Association.
- iv) Clean and blow mailbox kiosks weekly, if needed.
- v) Pet waste stations will be emptied, and bags/liners replaced bi-weekly, charges for bags and disposal will be include in the contract at no cost.
- vi) Pet waste will be removed from Camino De Los Montoyas bi-weekly, at no additional cost in the contract.
- vii) During the warmer months, leaf and needle cleanup will be done on an as needed basis but at minimum once per quarter.
- viii) In the fall, all leaf cleanup will be addressed as needed and all leaves removed in a timely basis according to leaf operations schedule.
- ix) Periodic removal of occasional blown tumbleweeds is required. This does not include large amounts of tumbleweed blown in from a storm event.
- x) **Leaf Operations:**
 - (1) Bulk leaf removal takes place between the months of October and January. During leaf removal season, maintenance crews work the property according to areas where leaf fall is the heaviest. Because of this, and also because of weather events, the schedule for leaf removal changes throughout the season according to the greatest need. Information and reports will be given weekly, or as requested, to the community manager about the progress of leaf removal throughout the season. Towards the end of leaf removal season, pruning of native shrubs and ornamental grasses, as well as pruning of trees commences.

e) **Irrigation System**

- i) All irrigation repairs from the backflow device, excluding the backflow device, will be covered under part of the contract at no additional cost. Except for the following: Valve Replacement and repair, PVC line breaks greater than $\frac{3}{4}$ " , and non Weathermatic Controllers.
 - (1) The irrigation system shall be monitored and adjusted regularly. Irrigation controllers shall be programmed according to seasonal needs and to accommodate the needs of plants, trees, and turf. Irrigation timing should be in accordance with any city or state time restrictions and should avoid hours where pedestrian traffic may be higher.
 - (2) The entire irrigation system is to be visually inspected and monitored for proper operation during the work schedule. All drip system hardware, where accessible, shall be inspected monthly for proper operation. Inspection of drip emitter irrigation at least once per month by testing the system and wet inspections of soil around plant material with drip irrigation.
 - (3) All startup and shutdown of the irrigation system will be included as part of the contract. See penalties section for resolution of improper startup or shutdown.
- ii) Any damages to the system caused by Contractor's equipment or carelessness while carrying out maintenance operations shall be repaired without charge. Other repairs to the irrigation system exceeding \$1,200 must be approved in writing by the Association before work commences.
 - (1) Annual backflow inspections and subsequent reports to the city of Rio Rancho will be included as part of the contract.
 - (2) Shutdown will include draining and winterization of backflow devices to protect from potential freeze damage.
- iii) Vandalism or accidental damage caused by others shall be reported promptly to the Association with a quote for repairs and shall not be approved without written authorization unless under an emergency.
- iv) Contractor will assume a shared financial responsibility for plant material health in front yards and common areas due to drought caused untimely (120 Hours) irrigation repairs.
- v) Contractor is responsible to notify Owners or Management timely if homes are affected

by an irrigation system repair(s).

vi) Irrigation work shall be performed by a licensed individual when required by state and local ordinances.

f) Smart Controller Installation and Water Management

i) All 38 Smart Controllers will be managed by Green Summit by computer/tablet, phone app and at the controller. This includes monitoring the watering program, performing system inspections, locating valves, and providing reports to the Board.

ii) When leaks are reported the water can be shut off remotely until the technician is able to get there for repair (within 120 hours) *see mojo item ii.

iii) Watering reports and read-only access online can be provided, if desired.

g) Plant Replacement

h) Plants or turf in a state of decline or that are dead shall be brought to the Association's attention immediately and recorded in the ongoing monthly reports. Replacement plants shall be of size, condition, and variety acceptable to the Association, under the community approved plant list and must be approved by the Association prior to installation. The irrigation water emitter to the dead or missing plant shall be capped until the plant is replaced, or permanently if the plant is not replaced. A report of the location and estimated cost of replacement shall be provided to the Association.

i) MOJO Tickets

i) Irrigation repairs shall be completed within 5 days of submission in most cases. In the event of extenuating circumstance, irrigation repairs shall be completed not later than 5 business days. The system will be shut off within 24 hours to prevent water waste. Some leaks become a greater priority than others. The contractor won't leave a larger leak to fix a smaller leak. This can rearrange the time and order of the completion of each leak but not surpass the aforementioned repair time.

ii) All other in scope general landscaping request must be responded to in writing via mojo tickets within 3 business days.

iii) In event of an emergency/after-hours repair, the community manager will be provided an emergency reporting protocol and contractor will respond to emergency repairs within 3

hours. If an emergency irrigation repair requires a site visit during non-business hours, then repairs are billed at our emergency irrigation rate. Systems controlled by remotely monitored smart controllers will be shut off during an emergency event (within 3 hours). All repairs in an emergency situation will not be completed until regular business hours.

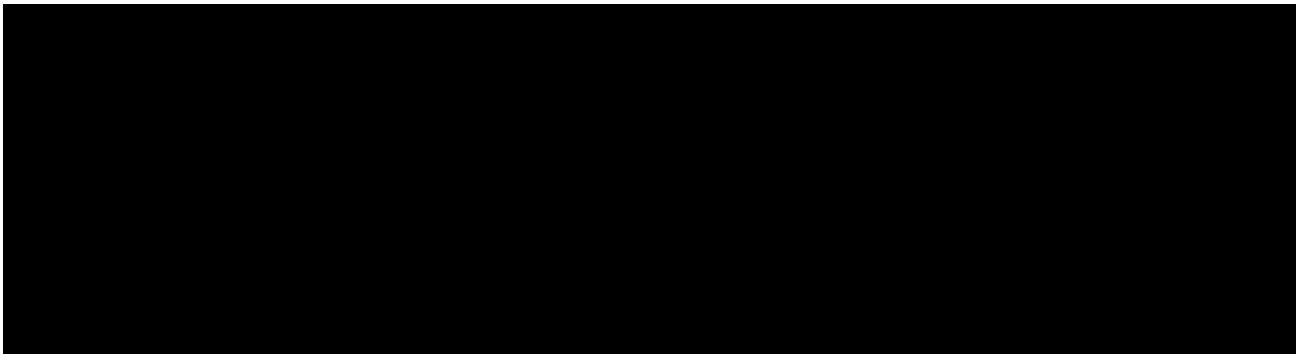
j) Miscellaneous

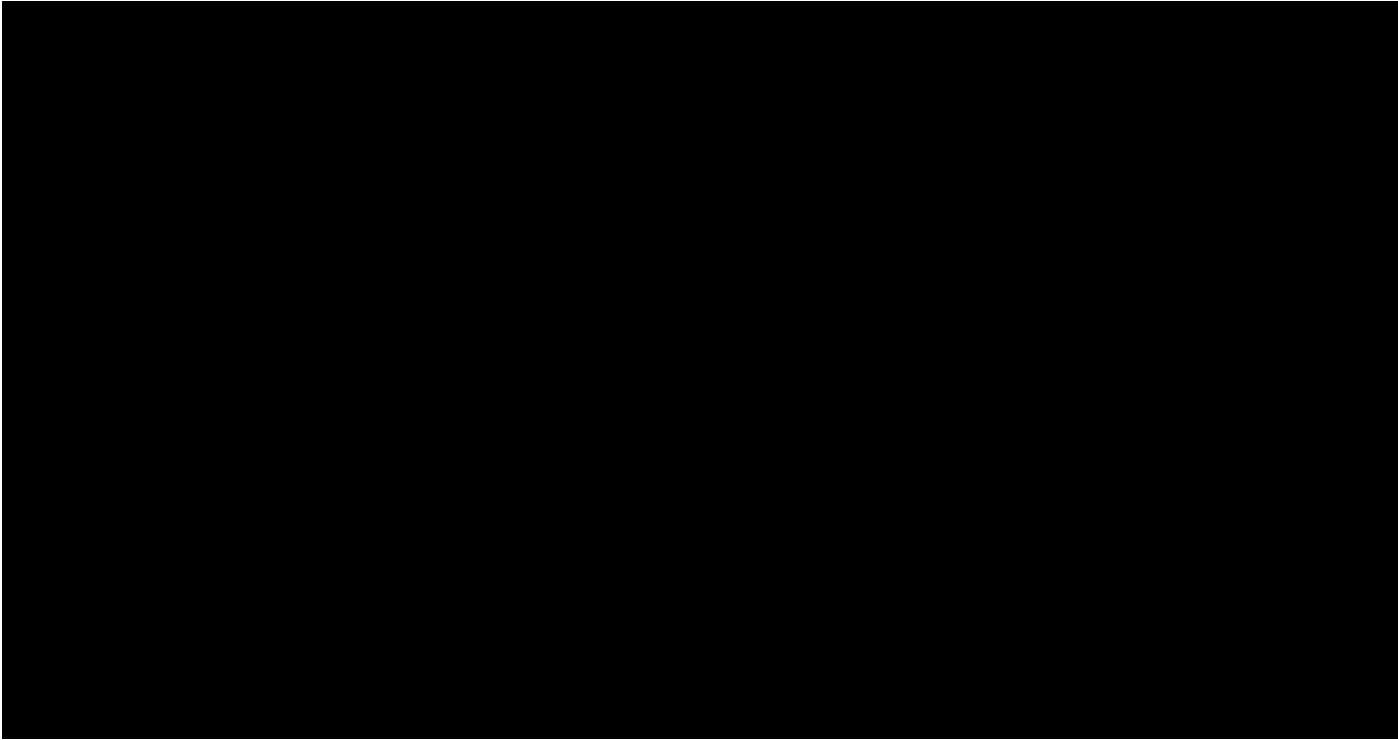
- i) Contractor will provide a monthly maintenance report to the Association to include the following:
 - (1) Locations of any plant material that is dead/dying in common areas and the possible cause for the condition. There are many causes of plant death
 - (2) Landscaping concerns for any areas of Contractors responsibility.
 - (3) Any ongoing projects or repairs with promised anticipated completion dates for the aforementioned.
 - (4) Upcoming planned maintenance scheduled to commence within the next 45 days (e.g., spraying applications, seasonal color installations, aerating, seeding etc.) to include the anticipated completion date, except for general maintenance.
 - (5) Any irrigation reports that Association Board of Directors should be made aware.
 - (6) Quarterly update map or list of any plant material installed by Contractor with warranty end dates. Map shall be included with January, April, July and October monthly reports. Any codes/combinations/keys for equipment access such as irrigation controller bunkers need to be included.
- ii) Contractor's employees shall be uniformed and their conduct to be always professional.
- iii) Traffic Control measures used by Contactor while working around public or private streets shall comply with the applicable governmental ordinances. If complying with government ordinances causes or additional time constraints and or additional costs, the property manager will be contacted, and estimates will be provided.
- iv) All herbicide applications and irrigation work shall be performed by licensed individuals only. All spraying applications shall be recorded and records available upon request.
- v) Invoices for repairs/improvements/enhancements shall be verified to include a photo. [All invoices submitted without a photo will not be paid.] All invoices not submitted within 90 days will not be paid.

- vi) In the event of a dispute of invoiced charges, the Association has the right to withhold payment until any invoice is adjusted to reflect agreed upon requested changes.

k) Penalties

- l) Concerns must be brought to the contractor's attention with a time frame given for a remedy, and then penalties must be agreed upon.
- m) The following communication requirements must be met as landscaping requests are made for the Northern Meadows community. Timeline for mojo tickets will be followed according to section I 'Mojo Tickets'. In the event of delays in service, communication from the contractor must be made within two weeks of the original request from the HOA. Response to the association, the board of directors, or homeowners, through the online mojo ticket system, noted in regular reports, or email, are appropriate ways among others for this communication to take place. This will allow for documentation of response time frames if needed. If the contractor has not communicated a plan of action within two weeks of the original request, the contractor will share in the cost of repairing damaged landscapes caused from the delayed response to the HOA. Photos must be made at the time the initial request and after the two-week response window has expired (before and after) documenting potential damages caused from a delayed response, before an amount of cost sharing can be determined.
- n) Irrigation shutdown and startup services will be done in the fall and spring respectively. Timing of services will vary depending on weather. In the shut-down was not properly performed, Green Summit will make all necessary repairs at no additional cost to the HOA. Irrigation start-up services will be done as soon as possible in spring. If systems are not turned on due to negligence of the contractor, Green Summit will work with the Association to help cover costs to repair damaged landscape, if any, solely from the delayed irrigation startup.





2) TERMS AND CONDITIONS

a) Insurance Requirements

i) Contractor agrees to provide Worker's Compensation, unemployment insurance and any other insurance required by law. Contractor to provide a Certificate of Insurance with the Association named as additional insured, with the minimum limits specified below:

- (1) Comprehensive General Liability Personal Injury \$2,000,000 each occurrence, \$4,000,000 aggregate.
- (2) Property Damage \$1,000,000 each occurrence, \$2,000,000 aggregate.
- (3) Comprehensive Automobile Liability \$100,000 per occurrence.
- (4) Worker's Compensation Limit: Statutory

b) Mutual Indemnification

i) Each party (the "Indemnitor") agrees to indemnify the other (the "Indemnitee"), to the extent of its liability, from and against any and all losses, damages, judgments, rulings or settlements, and all reasonable costs, expenses and attorneys' fees (collectively, "Damages"), incurred by any Indemnitee related to or arising out of any and all claims or legal, administrative, or regulatory actions and proceedings asserted or brought against such Indemnitee as a result of the sole acts, errors or omissions of the Indemnitor in connection with the performance of its obligations or responsibilities under the terms of

this Agreement "Indemnitee" shall include the affiliates of each party, and their respective shareholders, members, directors, managers, officers, employees, agents, attorneys, representatives, and assigns (individually and collectively) and the provisions of this Section shall survive the termination of this Agreement.

c) Payment

i) Invoices will be submitted for services in arrears and paid within 30 days of receipt for the recurring maintenance contract. Invoices shall not be submitted for 'Net 10 day' payment.

(1) All invoices with the exception of the Monthly Maintenance contract or any other standard invoice shall include a breakdown of:

- Material Description
- Material Cost
- Number of Man Hours
- Billing Rate per Man Hour
- Detailed description of services performed
- Location of service – cross streets or landmark shall be noted
- Authorizing party (if authorization required)

(2) Invoices should be submitted to HOAMCO, or current Managing Agent. HOAMCO shall receive invoices to the Community Manager and to invoices@hoamco.com.

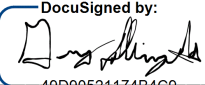
d) Changes in Scope or Work: Any changes in this agreement must be in writing and executed upon by both Owner/Manager and Contractor.

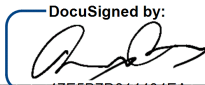
e) Liability: Owner and Managing Agent shall not be responsible for any loss or damage to any property or equipment owned or rented or used by Contractor for performance of this contract and shall be held harmless from any injury or damage resulting in the negligence of Contractor.

f) Equipment: All equipment promised or installed within this contract shall be owned by Association during contract and upon termination (excluding Weathermatic aircards).

- g) Warranties/Guarantees:** All plant material installed by Contractor shall be warranted for 2 years without lapse in the landscape management contract and Association shall be provided a quarterly map of any plant material installed with warranty end dates. All irrigation work performed/installed by green Summit including controllers, valves, sprinkler heads, irrigation main and lateral lines shall be warranted for 1 year with the landscape management contract without lapse. The irrigation warranty does not include any problems caused by restrictions by the City of other Government Identity. Green Summit's control such as Acts of God, animal damages (i.e. rabbits eating plants), freeze damage, storm or bad weather conditions, other contractors doing work on site, and any condition outside Contractors control.
- h) Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, NMPOA, Inc. shall thereupon have the right to terminate this Agreement by giving ninety (90) days written notice to the Contractor of such termination and specifying the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to NMPOA, Inc. for damages sustained by NMPOA, Inc. by virtue of any breach of this Agreement by the Contractor, and NMPOA, Inc. may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due NMPOA, Inc. from the Contractor is determined.
- i) Termination for Convenience to NMPOA, Inc.:** NMPOA, Inc. may terminate this Agreement at any time by giving at least ninety (90) days written notice to the Contractor. If the Contractor is terminated by NMPOA, Inc. as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.
- j) Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

IN WITNESS WHEREOF, NMPOA, Inc. and the Contractor have executed this Agreement as of the date first above written.

NMPOA, INC. DocuSigned by:

Approved by: _____
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Title: President of the Board
Date: 2/6/2023

CONTRACTOR DocuSigned by:

Approved by: _____
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Title: Owner
Date: 2/7/2023

Clarification of verbiage:

Ground Cover Shrubs: Shrubs that naturally grow outward and not upward over the landscape. These shrubs are occasionally pruned if extended over sidewalks or are invading other neighboring plants.

Erosion: The natural occurrence of gravel that has moved down slopes due to gravity. This is a type of erosion.

Monitor: Periodic visual inspection during regular services.

Deferred maintenance: Landscapes that have been neglected for an extended period of time may experience overgrowth that is impossible to reduce to its desired size without potentially permanently damaging the affected plant material. This is most common in overgrown shrubs or trees. According to best horticultural practices, the pruning of ornamental shrubs and trees should not exceed more than two thirds of the current season's growth, or one-third of the overall general plant size. This is not applicable to the cut back of ornamental grasses or native shrubs.

Native Shrubs: Shrubs that are drought tolerant and generally native to climate types similar to North Central New Mexico, that only require reconstructive seasonal pruning once a year at most. Chamisa, Apache Plumes, Russian Sage, Blue Mist Spirea, among others fall into this category.

As needed: This phrase is used in relation to services that aren't regularly performed unless evidence of the issue has already come into view. In this contract, preventative measures are not included unless specifically mentioned within said contract, i.e., broadcast preemergent spray for weeds once annually. All other issues that arise throughout the year will be treated as discovered.

Overseeding: This is different from reseeding. Overseeding is adding seed to existing grass for more volume in areas where the lawn is thin.