



Yardworx Outdoor Services Grounds Maintenance – Agreement

Property

Name: Brockton Meadows Townhouse HOA
Service Address: ~~19560 Prairieview Dr~~ PO BOX 386
Rogers, Mn 55374 -0386

Billing Information

Contact: Peter Gunnarson
Address: 19560 Prairieview Dr
Rogers, Mn 55374
Email: Kristin.perez@associa.us
Phone Number:

Site Contact Information

Name: Peter Gunnarson
Email: 4brockmeadows@gmail.com
Phone Number: 763-923-4214

The Term of this agreement shall be for a period of 12 months.
Commencing on November 1 2022 and terminating on October 31st 2023.

Scope of Work:

Summer Grounds:

- 1 spring Clean-up
- 1 Fall Clean-up
- Weekly Mowing
- 3 Fertilizer applications
- 3 Broadleaf Herbicide applications
- 2 Shrub Pruning
- 1 Hard Surface Edging

Irrigation Services (all billed T&M not included in monthly pricing):

- Spring System Start-up
- 3 Full System Inspections
- Fall System Winterization

Winter Grounds:

- 1.5" Trigger for Plowing
- 1.5" Trigger for Sidewalks
- 1.5" Trigger for City Sidewalks (when applicable)
- De-icing is billed additional (see Page 6)

Total Per Year Pricing: \$25,730.98 plus sales tax

Total Per Month Pricing: \$2,144.25 plus sales tax

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Summer Grounds Maintenance

A. Spring Clean Up

- To be completed once annually by May 1. (Weather permitting)
- Blowing out and removing debris in shrub beds, tree wells, curb lines, sidewalks, and sewer grates.
- Brooming sand accumulation from turf areas along parking lots or streets.
- Cutting and vacuuming turf areas to remove leaves, sticks, and other debris.
- All debris will be disposed of offsite.
- Excessive trash will be an additional disposal fee
- Trimming of perennials and removal of flowers.

B. Fall Clean Up

- To be completed starting October 10 and shall be completed once by November 15. (Weather permitting)
- Raking and/or blowing debris in shrub beds, tree wells, curb lines, sidewalks, and sewer grates.
- Cutting turf to a height of 2"
- Vacuuming turf areas to remove leaves, sticks, and other debris.
- All debris will be disposed of offsite.
- Excessive trash will be an additional disposal fee.
- Trimming of perennials and removal of flowers at an additional cost if not done during Spring Clean Up.

C. Mowing

Mowing will consist of the following services completed once a week on a scheduled day, weather permitting.

- Mowing all turf areas at the height of 2 ½" to 3 ½" depending on the time of season.
- Proper equipment will be used in turf areas to prevent excessive scalping to uneven or smaller turf areas.
- Trimming turf areas around building, landscape beds, curb lines, trees, and other objects at the time of mowing to assure a manicured appearance.
- Blowing grass clippings off sidewalks, patios, and drive surfaces.
- Excess clippings will be blown from turf area as needed to ensure a neat appearance after mowing.
- Spot mowing will be done during periods of drought or dormancy to prevent uneven growth.
- Debris such as cans, paper, small sticks, etc. will be removed.
- Excessive trash clean up due to repeated trash problems, tires, excessive storm debris, etc. will be cleaned up and billed back on a time and materials basis at the handyman rates.

D. Site Weed Control

- Weeding of designated landscape beds, sidewalks, and curbs lines, both manually and chemically, to present a clean and well-maintained property.

E. Edging

- Slice edging of concrete will be completed once per year by July 15.
- Blowing and sweeping of debris from edging operation will be done at the time of edging service.

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F. Turf fertilization & weed control

- Applications will be completed on all fine turf areas for a total of 4 times per season. All fertilizers will be granular and phosphorous free.
 - 1st application of Fertilizer with Crabgrass Pre-Emergent will be done by May 15.
 - An application of liquid weed control will be done between July 31.
 - 2nd application of fertilizer with spot spray for weeds will be done by August 31st.
 - 3rd application of fertilizer with spot spray for weeds will be done by September 30th.
- *All applications will be done by trained & licensed applicators*

G. Tree & Shrub Care Shaping and trimming of ornamental shrubbery will be done 2 times per season by the following dates:

- 1st pruning will be done by June 30
- 2nd pruning will be done by September 15.
- Ornamental shrubs up to a height of 8 feet will be sheared to within 1" of the previous year's growth unless otherwise specified.
- Pruning will not be done while flowering shrubs are in full bloom.
- Evergreen shrubs will be trimmed once per season (during the 1st pruning).
- Maintaining the base of trees and shrubs in a manner designed to provide a neat appearance, including the removal of weeds and unsightly sprouts from around the base as well as using herbicide to reduce the growth of weeds around the trunk.
- Reconstructive "out of scope" pruning of trees and shrubs will be done at an additional cost.

H. Irrigation Service

- Irrigation Labor:
 - All service, startups, inspections, and repair work will be done at a 1 hour minimum.
 - All service work will be \$95 per hour, plus an additional cost for parts.
 - Emergency service requiring immediate response will be billed an additional \$150 service fee in addition to normal labor rates plus any parts.
 - Major repairs unrelated to general maintenance (i.e., vandalism, main line breaks, controller replacement, cut lines, valve replacement, etc.) will be reported to the Client and repaired at the hourly rate plus the cost of parts before work is completed, unless a set dollar amount has been agreed upon.
 - Pricing for closing of system will be \$95 per hook up and \$22 per zone.
- Spring Start Up
 - Billed at \$95 Per Hook Up & \$22 per zone.
 - Checking each zone for proper head adjustments and visible leakage from lateral and main lines buried in turf.
 - Testing and tuning on of irrigation system.
 - Setting controller to current city water requirements.
- Full System Inspections
 - Billed Hourly
 - Full inspections will be done 3 times per season billed hourly.
 - System will be started, run zone by zone, and visually inspected.
 - Controllers will be inspected and adjusted for proper water requirements based on turf & weather conditions.
 - General maintenance on items such as clogged nozzles, loose and/or maladjusted heads, heads that are not retracting properly.

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- Fall Shut Down
 - Billed at \$95 per hook up & \$22 per zone.
 - Complete winterization of the system to prevent damage from winters freezing temperatures.
 - System will be operational for spring. This does not apply to systems that have damage other than freeze damage or to systems with a leaking feed valve, or in the case of when water has entered the system after shut down. This is to be determined by Yardworx and will be void if the seal is broken prior to spring inspection.
 - RPZ's will be removed for storage during the winter months. If requested Yardworx will store them until spring in climate-controlled storage.

Additional Summer Grounds Maintenance Services Available:

- Perennial Trimming in Fall
- Additional Fall Cleanups
- Reconstructive & Rejuvenation Pruning
- Grub, Crabgrass Post Emergent
- Core Aeration & Overseeding

Yardworx also offers complete landscape services including design build, and enhancement services. Please reach out to your account manager for more information.

Winter Grounds Maintenance

A. Trigger Depth

A snow event is defined as a weather event which snow accumulates on a property to at least the trigger depth. If the trigger depth is not reached and snowfall ceases for four or more hours, it will not be considered a serviceable snow event. Multiple snow events which do not reach the trigger depth will not be added together to reach the trigger depth, regardless of how many back-to-back events fail to reach the trigger depth.

The trigger depth is defined as the amount of snow accumulation in a single snow event which will activate snow removal services under this agreement. Trigger depth is determined by Yardworx taking three separate measurements at the contract property in non-drifted areas. If at least two of the three measurements are greater than the trigger depth, Yardworx will provide services as provided under this agreement.

PLOWING: 1.5" snow accumulation
SHOVELING: 1.5" snow accumulation

B. Plowing

- Snow services will begin when the trigger depth has been hit and will be cleaned at cessation of the event.
- Plowing open ups of driveways and walks (for commercial only) during a continual snow event is to be completed after 4" of accumulation prior to 7AM and 5PM to allow passage for emergency vehicles and homeowners.
- In heavy snow conditions reasonable extensions will be granted.
- Typical snow services show be expected as follows:
 - a. Trigger – 8" = within 12 hours for plowing and 24 hours for shoveling.
 - b. 8" – 12" = within 24 hours for plowing and 36 hours for shoveling.
 - c. 12"+ = all best efforts will be utilized to open up sites as quickly and efficiently as possible.
- Clean up of drifting will be completed upon request by the property owner at an additional charge.



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- Clean up after city plows will be completed upon request by the property owner at an additional charge.
- Mailbox areas will be kept clear of snow build-up to allow for regular mail delivery.
- Plow markers for guidance along the edges of pavement will be placed prior to first snow event.
- Plowing will be completed up to 3 feet of any vehicle left in parking lot or driveway.
- Yardworx reserves the right to not plow any driveway with a vehicle left in it.
- Yardworx is not responsible for ice buildup on driveways, walks, or parking areas.
- Yardworx is not responsible for cleanup of snow that remains after parked cars are moved following a snow event.

C. Shoveling

- Shoveling of sidewalks, garage aprons, and entryways is to be completed at time of plowing.
- Fire hydrants and mailbox areas to be cleared for easy access
- During blizzard conditions or any time winds exceed 15 mph and/or temperatures/wind-chill are below -15 degrees F, the time of shoveling services will be extended until conditions are safe.
- Clean up of snow pulled or raked from roofs can be completed at an additional charge.
- Yardworx is not responsible for ice buildup on sidewalks, garage aprons, and entry ways.

D. Ice Control & Management.

- Deicing may be requested for walks and or lots / roads OR at contractors' discretion for an additional charge.
- Yardworx will not be held liable due to any damage caused by use of ice control products.

E. Standard Provisions

- If the Minnesota Department of Transportation pulls equipment off the roads in the metropolitan areas, the contractor will have the option to call off snow removal operations until safe conditions return. The contract response timelines and deadlines will be extended an equivalent amount of time.
- Client will not hold Yardworx responsible for damage to any items left on or adjacent to plowing surfaces that may become covered during the winter months. This includes piling areas along with snow covered objects such as extension cords, pet leashes, holiday lights & decorations.
- Snow pushback, blowback, and/or hauling are available at an additional cost on a time and materials basis.
- During seasons of excessive snowfall, the contract will provide the estimated cost for the most efficient method of removing snow to make the property more accessible and safer, and to provide room for additional snow.
- Yardworx will not be held liable for pavement or concrete damage due to "normal" operations including rust marks.

Additional Winter Services Available:

- Onsite Relocation, Pile Blow Backs & Hauling
- Slush & Drift Plowing
- Out of scope Plowing & Shoveling
- Out of scope deicing of parking lots, drive lanes, driveways and sidewalks
- Salt Buckets & Barrels
- Liquid Anti- Icing Pre-Treatment

Yardworx offers complete Winter Grounds Maintenance services please reach out to our account manager for more information.

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Standard Time & Materials Rates:

Irrigation:

Repairs: \$95 / hour

Start-up / Winterization of Systems: \$95 per hook up and \$22 per zone

Shoveling & Ice Products:

Salt for drive lanes OR parking lots: \$285 / ton including truck, labor (market rates apply) plus \$65 trip charge.

Sidewalk treatments: Professional Blend per bag including labor \$55 (market rates apply). Outside of normal "scope" additional fees may apply.

Snow Removal:

Plow truck: \$105 / hour

Skid loader w/ bucket*: \$115 / hour

Skid Loader w/ Blower*: \$145/ hour

Sidewalks (shovel / blow): \$65 / hour

Sidewalk Tractor: \$95 / hour

Wheel Loader with snow bucket*: \$185 / hour

Quint dump truck**: \$175 / hour

*3 Hour minimum

** 4 hour minimum

Terms and Conditions

1. The term of this contract shall be for the period listed on the first page of this agreement.
2. **Scope of Work:** Contractor agrees to perform work according to which services were selected from the different sections above. Work will be performed on the property listed at the beginning of this agreement in a workmanlike manner. A detailed description of services, whether selected or not is included in this agreement. For those services which have been selected, the details will list specific materials where necessary.
3. **Changes:** All Changes to this Agreement must be in writing. Such writings may include emails from persons authorized to make changes to this agreement. Changes which expand the scope of the project may incur additional costs.
4. **Timing:** Contractor will do its best to perform all services in a timely manner. However, factors outside of their control including but not limited to weather, employee and employment matters, acts of vandalism, theft, or terrorism, may affect the scheduling of service. Selected services will be performed as close as reasonably possible according to the timeframe laid out in each service's detailed explanation. Absent a timeframe in the explanation, services will be carried out at the discretion of the Contractor.
5. **Payment:** Customer agrees to pay Contractor the agreed upon amount per month for the services selected in this agreement, plus any additional costs for parts, materials, time, etc. as selected.
 - a. **Invoices:** Invoices will be sent to the Customer on a monthly basis which must be paid upon receipt, but in no case later than 30 days after billing date.
 - b. **Late Payment:** Any outstanding balances which are not paid according to the terms of this Agreement will be subject to a service fee of 1.5% per month or the maximum allowable by law until paid in full.
 - c. **Collection Costs:** Contractor is entitled to use all legal means necessary to recover unpaid balances. Additionally, Contractor shall be entitled to recover all costs incurred in the collections process including but not limited to charges, expenses, court costs and reasonable attorneys' fees.
 - d. **Payment Delay:** If for any reason, Contractor does not receive payment within 7 calendar days of due date, Contractor may suspend services and stop work on any projects. In order to make use of this remedy, Contractor must give Customer 7 days written notice of intent to suspend services. Nothing in this paragraph shall limit any other legal remedies available to Contractor for enforcement of this Agreement.
6. **Fuel Surcharges:** Customer agrees a 3% fuel surcharge will be added to their invoice for every \$.50 increase in diesel and gasoline once prices reach \$4.00/gallon/average.



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7. Insurance: Contractor shall maintain Insurance coverage \$1,000,000 for the following:
 - a. Worker's Compensation Insurance on all employees.
 - b. Commercial Automobile Liability Insurance on all Contractors vehicles which will perform work on Customer properties.
 - c. Commercial General Liability Insurance.
8. Mutual Indemnification: Customer agrees to indemnify, defend, and hold Contractor and its respective officers, agents, and employees harmless against all loss, damage, expense, and liability resulting from or relating to the acts of Customer and any other visitors, vendors, or guests. Customer shall further indemnify Contractor for injury and damage to property caused by the negligence or wrongful acts of the Customer, Customer's employees, or visitors. Each of the foregoing indemnities, shall include the right of the Contractor to recover reasonable attorneys' fees in connection with any action to enforce the rights of the respective parties hereunder. Contractor agrees to indemnify, defend, and hold Customer and its respective officers, agents, and employees harmless against all loss, damage, expense, and liability resulting from the negligent or wrongful acts of Contractor.
9. Utilities and other underground items: Contractor will have any public utilities marked for projects that will involve excessive digging. Customer is responsible for marking, and notifying Contractor of any private utilities, including but not limited to invisible pet fencing, irrigation systems and privately run electrical, gas, or water lines. Contractor is not responsible for damage to improperly marked or unmarked lines. Further, Contractor is not responsible for repair or resolution of utility issues associated with improperly buried cables, lines, or utilities. Customer agrees to indemnify, defend, and hold harmless Contractor for any damage that may be caused by improper marking or failure to mark such items.
10. Slip and Fall Injuries: Without limitation, Customer expressly understands and agrees that Contractor does not monitor conditions on Customer's property at all times and is not liable for any damages arising out of slip-and-fall incidents on the property. Customer agrees to ensure that property owners, residents, visitors, and all other people on the property use reasonable care and are properly notified of any potentially hazardous conditions.
11. Some of the services provided under this Agreement may give rise to mechanic's lien rights for the Contractor. Accordingly, Contractor is required to provide you with the following notice:

PRE-LIEN NOTICE: THIS NOTICE IS TO ADVISE YOU OF YOUR RIGHTS UNDER MINNESOTA LAW (MINN. STAT. §514.011) IN CONNECTION WITH THE IMPROVEMENT TO YOUR PROPERTY.

(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.
12. Subcontractors: Contractor shall have the right to subcontract some of the services provided on an as needed basis according to the Contractor's needs. Subcontractors will carry all listed insurance required by this Agreement.
13. Warranties: Contractor warrants all labor and materials to the extent of applicable manufacturers' warranties. Customer must give Contractor written notice of any claims within 7 days of the date in which the claim arises. Customer agrees to allow Contractor the opportunity to repair any damage before hiring other parties to perform such work and may not reduce the amounts due under this Agreement for amounts paid to third parties.
14. Promotional Use: Customer grants the right to take pictures, make video, and other written & visual accounts of work done by Contractor for the promotional purposes of the Contractor including advertising and social media promotion of the Contractor's services.
15. Renewal: This agreement will automatically renew each year for another term. A reminder notification and changes to any pricing will be emailed or mailed to the Customer at least 30 days ahead of the renewal date.
16. Termination: Either party may terminate this agreement by giving the other party 60 days written notice.



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- a. If Customer gives termination notice, Contractor agrees to diligently fulfill all requirements of this contract through the remaining 60 days.
- b. The costs of many of the services provided under this agreement have been spread out over the duration of the contract for the purpose simplifying payments as well as the Customers budgeting considerations. In the event the either party terminates this Agreement before its term runs in full, Contractor may make an accounting of all services rendered for Customer. If this accounting shows that the value of services rendered was greater than the amount received in payment, Contractor shall be entitled to collect the remaining amount due from Customer.
- 17. Severability: Should any part of this Agreement be deemed unlawful by a court of competent jurisdiction, the remainder of the Agreement will remain in complete effect and to the maximum extent allowed under the law.
- 18. Choice of Law: This agreement will be governed by the laws of Minnesota. The parties agree to make a good faith effort to resolve any disputes which arise from this agreement through direct contact, in an informal manner. Should informal efforts be unsuccessful, the Parties agree to resolve any matters in dispute with a value less than \$15,000.00, using Conciliation court in the Anoka County, Minnesota. For disputes with a value greater than \$15,000.00 the parties may use any legal remedies available to them under Minnesota law in Anoka County court.
- 19. Merger: This Agreement and attachments constitutes the entire agreement between the parties, all prior negotiations and commitments being merged herein. No waiver or modifications may be made except those made in writing.
- 20. Acceptance of Proposal: Contractor hereby agrees to furnish materials and labor for the services selected by Customer. By signing this document, Customer agrees that the above and attached specifications are satisfactory and you further authorize that Contractor may begin providing service according to this Agreement and the Customer will pay the agreed upon price.
- 21. Parties: Notices under this Contract shall be served on the parties by certified mail at the following address:

Client:

Contractor:

19555 Brockton Meadows Townhome HOA
~~19555~~ Prairieview Dr
 Rogers, Mn 55374

Yardworx Outdoor Services
 14360 James Rd. STE 200
 Rogers, MN 55374

In witness thereof, the parties hereto have executed this Agreement the day and year first written above.

By: PETER GUNNARSON

By: _____

Name: Peter Gunnarson

Luke Benson

Title: President

President / CEO

Date 11-9-22

BMTHA
 P.O. Box 386
 Rogers, MN 55374-0386