



# Landscape and Maintenance Performance Work Statement (PWS)

Date Written: 3/1/2021

Date Modified: 12/7/2021

Date Approved: 12/7/2021

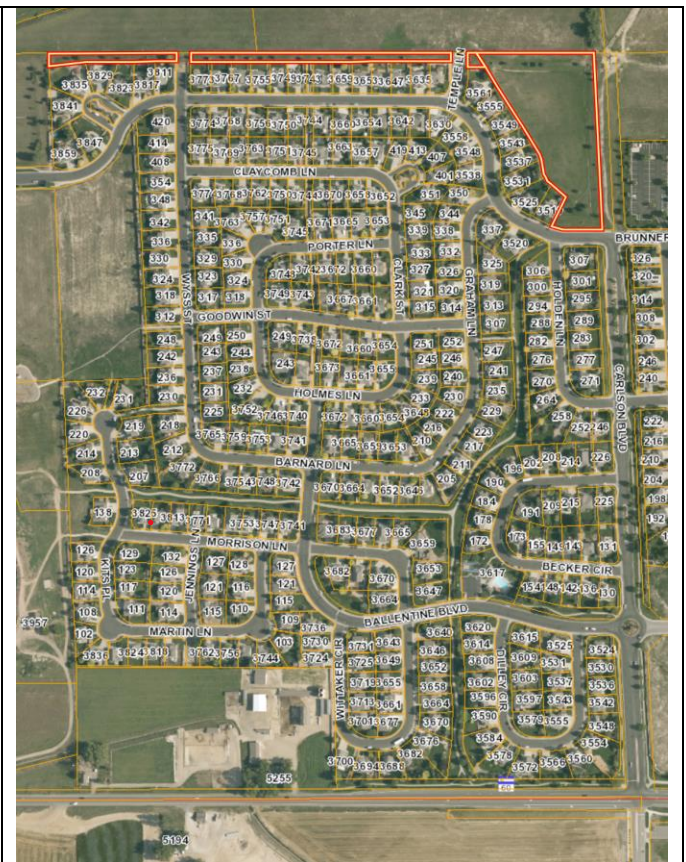
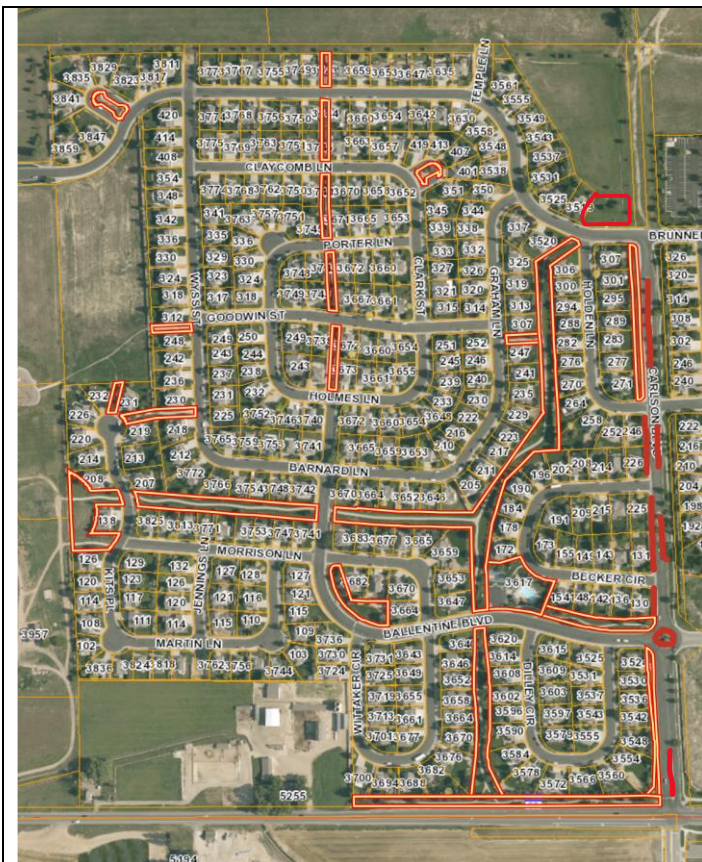
## General Information

Carlson Farm is a HOA controlled neighborhood located in Johnstown, Colorado on the east side of Highway I-25. The neighborhood contains 364 homes with access to a pool, common grass recreation areas, native grass areas, and 4 miles of walkways. The HOA is responsible for nearly 12.57 acres of land.

Carlson Farm needs 5.97 acers of grass and landscaping maintained on a weekly basis (attachment 1) including but not limited to lawn mowing, edging, fertilizing, weed control and tree and shrub pruning and replacement. We also have 5 acers of a "native grass area" located along the north side (attachment 2) of the neighborhood which needs to be maintained but does not require weekly maintenance.

## Place of Work / Performance

The work to be performed under this contract is the Carlson Farm Neighborhood in Johnstown, Colorado. The Carlson Farm neighborhood and area of responsibility is included in attachment 1 and 2 of this document.



Attachment 1  
Carlson Farm areas of required care: Shared greenways, walking paths, medians, flower beds and a roundabout.

Attachment 2  
Carlson Farm areas of required care: Native grass area

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### ***Initial Bidding***

The contractor shall meet with designated Board Members to tour the property and to gather necessary information needed to create a bid. The bid should include a total cost for a single season. The bid shall include a total cost that allows the contractor to meet the work defined in this PWS. Attached with the bid should be proof of insurance and a W-9 form. Contractor will provide the Board with a cost breakdown of tasks not included in this PWS. The bid shall also include the method of quality control as defined below.

### ***Quality Control and Negligence***

The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which they assure work complies with the requirement of the contract. The Quality Control Program (QCP) will be developed by the contractor and delivered to the Board within 14 calendar days of service agreement date. The QCP should include costs compensations when weekly work is not met. If services are not met, the board can subtract these costs from the monthly invoice. If work in this contract is not met, and the board deems an on going issue as an emergency, the board reserves the right to employ another contractor to correct the issue at the expense of the current landscaper. After acceptance of the QCP, the contractor shall receive the Boards acceptance in writing of any proposed change needed to the contractor's QC system or process.

### ***Quality Assurance***

The Board will inspect and evaluate the contractor's performance to ensure services are received in accordance with requirements set forth in this contract. The Board will be responsible for quality assurance and notifying the contractor of any defects. The Board may perform surveillance by direct observation, performing weekly or bi-weekly inspections, or investigating residents' complaints. The board will notify the contractor to resolve issues. Issues will be addressed within a two week period, or the board reserves the right to employ another contractor to resolve the issue at the current landscapers expense.

### ***Period of Performance***

If services were performed as expected, the Board may choose to renew the work covered in this PWS with the contractor annually. Seasonal Base Period: 12/1/2021 - 11/30/2022. Payments will be made to the contractor monthly.

### ***Key Control***

The contractor shall establish and implement methods of making sure all keys/key cards issued to the contractor by the Board are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the contractor by the Board shall be duplicated. The contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Board.

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In the event keys, other than master keys, are lost or duplicated, the contractor shall, upon notification of the Board, re-key or replace the affected lock or locks; however, the Board, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Board, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Board and the total cost deducted from the monthly payment due the contractor.

The contractor shall prohibit the use of Board issued keys/key cards by any persons other than the contractor's employees. The contractor shall prohibit the opening of locked areas by contractor employees to permit entrance of persons other than contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Board.

The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

***Special Qualifications***

The contractor shall possess, at a minimum, the following performance qualifications:

Possess a Qualified Supervisor applicators license or a Certified applicator under the supervision of the Qualified supervisor, awarded by the state of Colorado and be current for all applications of chemicals and fertilizers.

Possess technical staff qualified by professional education and technical experience to perform the work required by this Performance Work Statement (PWS).

Maintain certification required to apply herbicides, as necessary.

***Key Personnel***

The contractor shall provide a Project Manager/ Superintendent who shall be responsible for the performance of the work. The name of this person and an alternate shall be provided to the Board within the first month of starting work. Project Manager / Superintendent shall be available all day on each day the contractor is on site. Should the Board have any questions, comments, or concerns, they will contact and work through this contractor.

***Scope***

The contractor shall provide all labor, tools and supervision required to maintain shrubs, flower beds, trimming shrub/hedges when necessary, mulch beds, remove weeds, seeding, cutting the lawn, edging the lawn, removing dead trees/ shrubs/limbs/debris, fertilization of the lawn four times per year, removal of fallen leaves, branches.

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Lawn cutting and edging will occur weekly unless agreed upon by the Board to bi-weekly cutting. Hedge and shrub trimming will occur based on their natural growth habits. Compensation for skipped cutting and edging will be applied to other grounds projects to be determined by the Board.

Contractor is responsible for ordering chemicals, fertilizer, weed killer, grass seed, soil, mulch, and other landscaping supplies necessary for the daily landscaping needs of the facility but not before approval of a board member.

The contractor is responsible for filling in low areas of walkways with soil or soil/sand mix to avoid trip and fall hazards.

The contractor is responsible for keeping the trees and shrubs trimmed so they do not impede walkways and roadways.

The contractor is responsible for grass clippings that must be cleared from sidewalks, roadways and from the grass (no excess of clipping on turf).

The contractor and their staff are responsible for maintenance and operation of all grounds equipment including lawnmowers, weed eaters, front-end loaders, fork-lifts, bucket lifts, scissor lifts, chainsaws, irrigation equipment, and portable watering devices. All hand tools and equipment are provided by the contractor.

The contractor shall keep all roads, walkways, common grass areas, sidewalks, and parking lots clean of all debris. Any trees or branches must be removed within two weeks.

The contractor may be subject to all weather conditions, hot, cold, wet, etc., and work in a dirty dusty environment.

The contractor is responsible for removing dead shrubs or trees.

### **Contractor Furnished Items and Services**

**General:** The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this PWS.

**Materials:** The Contractor shall furnish all chemicals, fertilizer, grass seed, soil, mulch, and other landscaping supplies necessary for the daily landscaping needs of the facility. The Contractor will also supply all materials for three plantings of Annuals at the entrance circle each year. Timing of the three plantings will be coordinated with the Board. All chemicals, fertilizers, grass seed, soil, mulch and other landscaping supplies will need approval by the board prior to purchase.

**Equipment:** The contractor shall maintain all equipment. All hand tools will be provided by the contractor. The contractor will be liable for any equipment damage beyond normal use, to the limit of replacement due to the damage. Any equipment that is needed for other than normal use will need to be approved by the board. No rental equipment can be charged to the board without prior approval.

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**Contractual Specific Tasks:**

**Lawn Maintenance Each Visit during the Season**

Contractor shall mow and trim all grass areas to a height of 3 inches identified in attachment 1. This excludes the native grass areas as identified in attachment 2.

Contractor shall remove trash, tree branches, and any other debris on grass prior to mowing. Remove trash and other debris from flower, shrub and rock/mulch beds and from potted plants/trees.

Contractor shall regulate and control weeds in flower, shrub, tree, rock/mulch beds and potted plants/trees. The Board may request weeds be pulled by hand in some cases.

Contractor shall remove and control weed growth on medians on Carlson Boulevard. This has been an ongoing problem at the entrance to our neighborhood, so we want it checked weekly.

Contractor will identify any spots in the lawn that appears to be dry or not getting water. If the issue is a broken sprinkler head or a replacement nozzle is needed, the contractor can do so with the approved sprinkler and invoice the HOA. If the issue is more complicated, the contractor should notify the board and submit an estimate to correct the problem.

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**Intermittent Maintenance:**

Contractor shall mow and trim native grass areas along the north side of the HOA located along the field every other week. The grass should be no higher than 6 inches, or it will be mowed weekly. The native grass area can be seen in attachment 2.

At least once per month the Contractor shall vertical edge all lawn and pavement intersections such as curbs, sidewalks and pavement with typical blade edger or line trimmers. The contractor shall vertical edge all lawn and rock/mulch bed intersections. The contractor shall also vertical edge around valve boxes etc. present in the turf. Horizontal edging with line trimmers will not be accepted.

At least once per month the Contractor shall line trim along or around as applicable all items within lawn areas such as but not limited to chain link fence, chain link gates, signage posts, streetlights, buildings, trees, sprinkler valve boxes, sprinkler heads, bollards, rock beds perimeter, and mulch beds perimeter.

Contractor shall identify and remove dead shrubs or trees and notify the Board. Contractor should provide an estimate of the cost to replace the shrubs or trees for the Boards approval. Contractor will also grind all stumps from dead trees.

Contractor shall perform a spring (at the start of the contract) and fall cleanup (November).

Contractor shall perform lawn Aeration and dethatching/power raking in the spring.

Contractor shall startup the neighborhoods irrigation system when deemed safe and the ground is no longer freezing. To occur prior to the month of June.

Contractor will set, schedule, or modify sprinkler system clocks and timers as needed or requested.

Contractor shall fertilize at least 4 times per season. If the contractor deems additional fertilization is required, they should contact the Board for approval and provide an estimate for the additional work.

Contractor shall perform winterization and protection of the neighborhoods irrigation system in the fall. Work should be performed prior to the ground freezing and no later than mid-November. Contractor will be responsible for any breaks and repairs caused by improper winterization at no cost to the HOA.

Contractor shall perform any repairs to the irrigation system that were caused by their negligence at the cost of the contractor. Should the contractors contract not be renewed, the contractor is still liable for repair work which was caused dur to their negligence. These costs may be subtracted from the last months payment.

Contractor shall report any irrigation system issues or repairs required to the Board for approval and uses a brand specified by the Board for sprinkler parts as the rest of the system.

Contractor will provide approved irrigation system repairs at their agreed upon rate, per man hour plus materials and costs.

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Contractor shall remove and control any weeds within rock areas or any community beds on an ongoing basis.

Contractor shall prune all trees, hedges, shrubs, bushes, and other cultivated plants according to their natural growth habit for proper health and attractive appearance, and to prevent interference (prune below 6' or as required) with pedestrian and vehicular traffic. Shrubs that are clearly outside of the normal growth pattern shall be pruned regardless of flowering stage.

Contractor shall make regular inspections and remove diseased, broken, and dead branches as needed. The contractor shall immediately notify the Board if disease is running rampant in the turf lawn (grass), trees, plants, shrubs, etc., and will also notify the Board of evidence of ants or other pests. The contractor shall notify the Board if large amounts of weeds become noticeable in the grass. The contractor is responsible for treating the grass for weeds, for treating the shrubs, trees, plants, etc., for disease, and for entomology issues.

The contractor shall avoid pruning shrubs during the flowering stage or thirty days prior to the onset of normal cold winter weather conditions, unless clearly outside the normal growth pattern.

Shrub and hedge pruning shall be maintained on a regular basis according to the projected annual maintenance schedule prepared by the contractor. The personnel used on this operation shall be trained to take care not to damage the root systems or plants.

Contractor shall trim hedges, shrubs and remove clippings as needed throughout the year.

Contractor shall remove, as required, all tree, hedge, shrub and bush roots that grow and appear above grade, after determination by the contractor that removal will not damage the applicable cultivated plant. If removal will damage/kill/alter the health of the cultivated plant, contractor shall propose and implement an alternative for the root removal, such as filling, re-grading, and re-sodding.

Annuals will be planted three times a year based on a design prepared by the contractor and approved by the facility.

Contractor shall notify the Board of any dead or diseased trees. The contractor shall remove these trees to ground level. Trunk (below grade) and root removal is not required.

Rock and mulch Beds: Any existing deleterious mulch or rock type bed fill displaced into pavement or sidewalk areas from rain, foot traffic, or other shall be placed back into beds ON EACH VISIT.

Restoration: Ruts in lawn areas created by the contractor (e.g. by lawn mowers, vehicles, etc.) shall be repaired, filled, and SODDED to match existing as required. (Seeding will not be accepted). Any other site or building damage because of contractor operations shall be restored to "match existing" condition at the Contractor's expense.

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Please note that prior to any work on our property, Carlson Farm should be added to the Contractor's insurance as additionally insured.

The Carlson Farm board members reserve the right to make modifications to this agreement. The selection of the contractor is valid for one year and will be re-reviewed and approved on an annual basis. In the event the board feels the terms stated above are not met, the board reserves the right to terminate work. Payments for services will be paid monthly and are subject to be terminated if the work in this contract are not met.

**The total agreed payment amount is:**

**Number of months:**

**Monthly payment of:**

**Contractor Selected:**

**Contact Information:**

Signature of Contractor agreeing to complete work within this PWS / Contract

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Signature:

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Date:

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Attachment 1:

Carlson Farm areas of required care: Shared greenways, walking paths, medians and roundabout.



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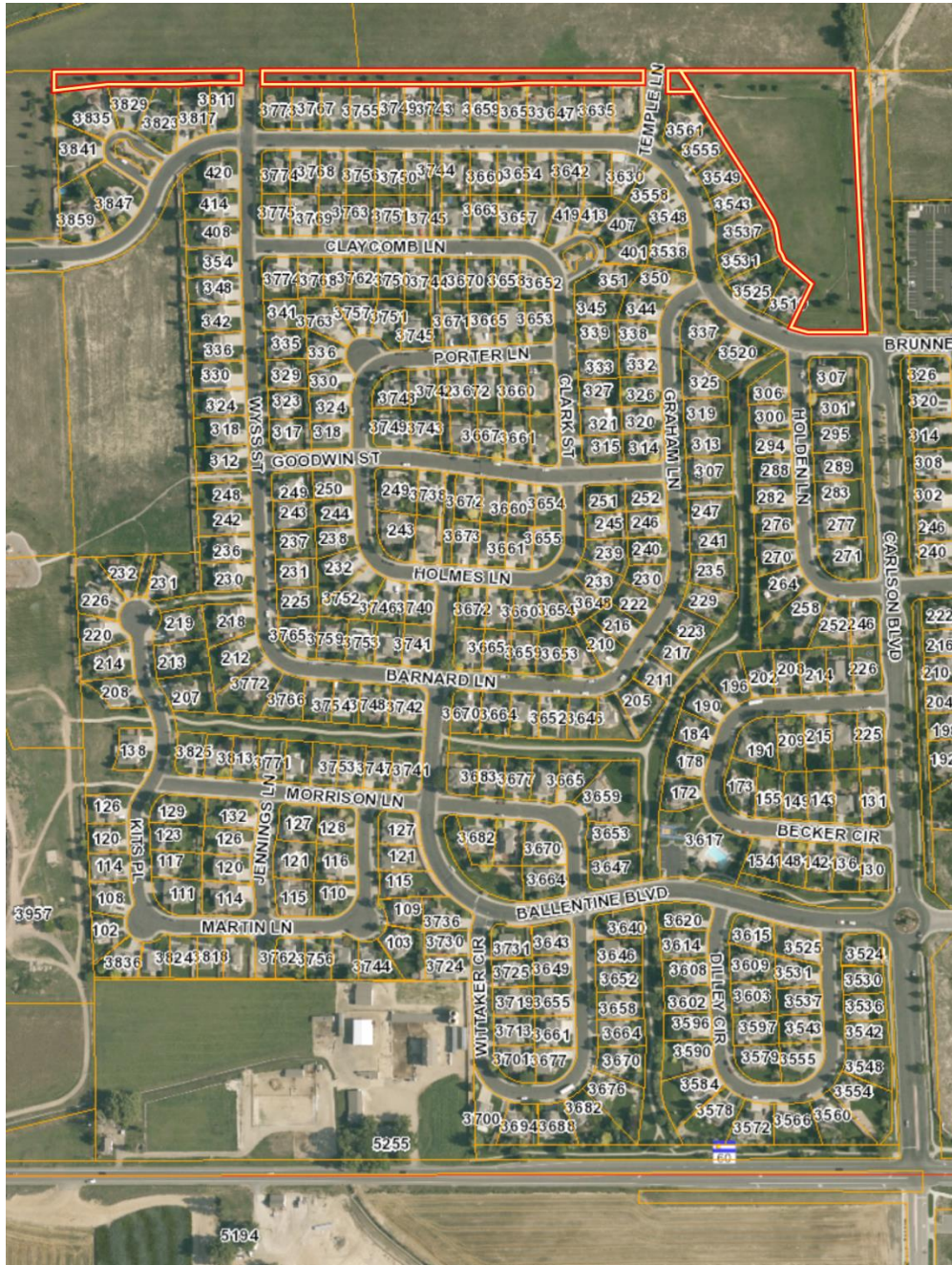
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Attachment 2:

Carlson Farm areas of required care: Native grass area.



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