



YELLOWSTONE
LANDSCAPE

Landscape Maintenance Renewal Proposal For:
Paradise Greens HOA
Irving/Golf Course NW - SW Corner
Albuquerque, NM 87114



2023

Yellowstone Landscape Services

Yellowstone Landscape 7525 Second Street NW, Albuquerque, NM 87113
Phone: 505.898.9615

Site Map

PARADISE GREENS HOA



Scope of Services Summary

YELLOWSTONE LANDSCAPE shall furnish all labor, supervision, tools and equipment, and transportation required to manage your landscape throughout the contract period for **Paradise Greens HOA**, located at **Irving/Golf Course NW-SW Corner , Albuquerque, NM, 87114**. In this agreement, YELLOWSTONE LANDSCAPE shall be referred to as “YELLOWSTONE”, and the property owner or property manager shall be referred to as “OWNER”.

The SCOPE of our *LANDSCAPE MANAGEMENT SERVICES* shall be as specified herein.

TURF MANAGEMENT

- a) **Mowing/Edging/Aeration:** Lawns shall be mowed each week during the active growing season and as needed outside growing season. During extended rainy or dry periods, we will mow as conditions dictate. Mowing height will be based on what is correct for the turf variety, after taking into account the season. Edges shall be trimmed to maintain a neat appearance. Turf will be aerated once per year.
- b) **Fertilization:** Lawns shall be fertilized as needed with a commercial fertilizer. The number of applications will be dependent on the turf variety and the product used (type of nitrogen, etc.
- c) **Weed Control:** Turf areas will be surveyed for weed content throughout the year. If a problem is identified with the turf areas, a pre-emergent or post-emergent application program may be needed.

GROUND COVER AREA/ SHRUB AREA CARE

- a) **Pruning/Edging:** Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill/frost damage. Ground cover will be edged periodically to keep within bounds and away from obstacles.
- b) **Weed Control:** Planter beds and shrub areas will be monitored for weeds, and we will utilize a combination of pre-emergent or post-emergent herbicides to control weeds.

TREE CARE

- a) **Pruning:** Tree pruning (all types) will only be performed up to a height limit of 10 feet. For trees with branches above 10 feet high, we will only address low-hanging branches that present a hazard to pedestrian or vehicular traffic. Trees will be pruned in the winter months, except for safety-related pruning which will be done when necessary. Evergreen trees (under 10 feet) will be thinned out and shaped only when needed to minimize wind and storm damage. Tree branches greater than three (3) inches in diameter will not be addressed under the scope of work.
- b) **Staking:** Existing tree stakes will be inspected and adjusted as necessary. When trees attain a trunk caliper size of four (4) inches, we will discuss their removal with the OWNER. The removal of tree stakes present is included in the scope of work.

Scope of Services Summary

NATIVE TURF MANAGEMENT

- a) **Native Areas:** Native Seed areas will be monitored. Native areas will not be mowed or line trimmed except those areas that are sight hazards or where vegetation encroaches on curb lines or sidewalks.

SHRUBS/NATIVE CARE

- a) **Trimming and Pruning:** Native shrubs will be trimmed or pruned once per year, typically between January and March. Native shrubs that encroach on walks, driveways or are a safety hazard will be cut back on a more regular basis, as needed. Trimming or pruning will be performed to obtain a neat appearance and to encourage a healthy, natural growth pattern. Evergreen shrubs will be hedged or pruned as needed to ensure a neat appearance and to promote a healthy natural growth pattern.

GRAVEL AREAS

- b) **Gravel Bed Management:** Gravel areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. In those areas with excessive mulch build up, we will discuss alternative solutions with you.
- c) **Blow Sand:** Our maintenance crews will monitor the property for areas that are being (or have been) affected by fugitive blow sand or erosion. **Cleanup of gravel/blow sand, adding gravel, or backfilling areas impacted by erosion is not part of the scope of work.** All these services will be performed on a time and material basis, only after we obtain prior approval from the OWNER.

PROPERTY CLEAN-UP

- a) **Weekly Service:** Landscaped areas will be checked for trash during each weekly visit. Grass clippings along sidewalks adjacent to lawn areas will be blown clear each week; while curb-lines will be blown clear as needed. **Parking lot cleanup with a blower is not included in the scope of work. Exterior trash can be included in the scope of work.** Please inform your Account Manager if you would like this service. The removal or cleanup of pet waste is not included as part of this agreement. If you are interested in this service on a weekly basis, we can adjust the quoted price accordingly.

Scope of Services Summary

- b) **Tumbleweeds:** During our weekly service, we will clear random fugitive tumbleweeds that blow onto property, provided the removal quantity is minimal. **Removal of extensive tumbleweed build-up is not included in the scope of work; however, we can provide this service for an additional fee.**

- c) **Fall Clean-Up:** Leaves that have fallen from trees will be cleaned off turf and planting bed areas during our weekly service in the fall. Leaves present under shrubs will be removed after all leaves drop in the fall. **Pine needles will be cleared from planting beds once per quarter of each year.**

Scope of Services Summary

IRRIGATION SYSTEM

We will discuss the steps needed to perform all irrigation system repairs necessary to keep the system operating optimally to ensure proper supply of water to trees, plants, and turf with the owner / property manager as practicable.

Watering of all plant material (turf, trees, and plants) will be scheduled with automatic controllers, if applicable, to ensure sufficient quantities and frequencies of water are supplied consistent with seasonal requirements for the landscape. Where practical, watering shall be completed at night or in the early morning hours if the system is automatic, unless notified otherwise by the owner.

We will perform a complete review of the irrigation system in operation, and we may propose possible solutions/updates to enhance the performance of the system or to reduce your water consumption costs.

Damages to the irrigation system caused by Yellowstone while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period. All other irrigation system repairs that become necessary due to faulty equipment, vandalism or accidental damage caused by others, we will report those promptly to the property owner/manager as they are discovered. The repair costs (including labor and materials) to perform necessary repairs are NOT included in the scope of this agreement. In general, irrigation repairs up to \$500.00 will be performed without obtaining any formal prior approvals to ensure minimal damage to the related plant material (turf, trees and plants). We will endeavor to keep all repair costs to a minimum.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by the next business day. If Yellowstone is required to make emergency repairs or adjustments other than regularly scheduled visits, our after-hours rates will be charged for any service to your system. We will attempt to minimize the work during non-business hours to keep costs to a minimum, however, there may be situations where emergency repairs require extensive effort, and all hours incurred will be billed out at our after-hours rates.

IRRIGATION REPAIR RATES

Hourly rates	\$ 110.00 per crewmember hour
After hours rates	\$ 150.00 per crewmember hour (after 5 PM daily – all day on weekends)

Scope of Services Summary

GUARANTEES

All plants and irrigation systems installed by Yellowstone will be warranted for a period of two years from the installation date. Irrigation systems shall include controllers, valves, heads and any main or lateral lines *installed and maintained by YELLOWSTONE only*. This does not include damage resulting from any water restrictions imposed by others, including governmental agencies or property owners.

Further, Yellowstone is not responsible for replacement of plant material or irrigation systems that have been destroyed, damaged or are in need of repair or replacement as a result of the following: (i) damage or destruction caused by natural causes outside our control, including Acts of God (this may include, but is not limited to, extreme weather conditions, extended periods of freezing temperatures, hail, snow, rain, flooding, frost, or wind damage); (ii) damage from rodents (i.e. rabbits, gophers or any animal that has access to landscape area); or (iii) damage done to the landscape (plants or irrigation systems) by employees or other third parties contracted by OWNER to work on the property.

ADDITIONAL SERVICES AVAILABLE

Yellowstone also provides these ANCILLARY SERVICES that will be made available to Owner; and we will provide separate proposals throughout the contract period. The services include but are not limited to the following:

- SEASONAL COLOR (FALL AND SPRING FLOWERS)
- PLANT HEALTH CARE (INCLUDING PEST MANAGEMENT)
- LANDSCAPE DESIGN AND ENHANCEMENTS/RENOVATIONS
- XERIC CONVERSIONS
- SNOW/ICE REMOVAL SERVICE



Landscape Management Services

VALUE ADDED SERVICES PROVIDED BY YELLOWSTONE LANDSCAPE

	SCOPE
Annual Landscape Budget – to be provided by YELLOWSTONE team	<i>Included</i>
Application of pre- and post-emergent herbicides in non-turf areas	<i>Included</i>

SERVICES NOT INCLUDED

Arbor care: tree pruning above 10 feet or in excess of three-inch (3”) diameter	<i>Excluded</i>
Irrigation repairs beyond fine tuning/adjustment (including emergency repairs)	<i>Excluded</i>
Hand watering of plant material (encompasses winter watering)	<i>Excluded</i>
Clean up of extensive tumbleweed build-up on property	<i>Excluded</i>
Blow sand removal	<i>Excluded</i>
Erosion control	<i>Excluded</i>
Application of pesticide or fungicide to treat plant material	<i>Excluded</i>

General Terms and Conditions

VALUE ADDED SERVICES PROVIDED BY YELLOWSTONE LANDSCAPE

YELLOWSTONE will provide landscape management services to OWNER for the amounts noted below:

Weekly Landscape Service	Monthly Price	Annual Price
<i>Paradise Greens HOA</i>	\$640.00	\$7,680.00

(applicable taxes will be added to the prices)

This agreement is for a period of one (1) year that commences on first full week in **September** 2023, and it will renew automatically on each anniversary date. The monthly price will be adjusted for any changes negotiated and agreed to among both YELLOWSTONE and OWNER. A change in scope of work under this agreement and/or specifications could be subject to a cost increase.

I. OUR RESPONSIBILITY:

Yellowstone shall recognize and perform in accordance with written terms and specifications contained or referred to herein. We reserve the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the Agreement is signed.

A. Workforce

Yellowstone shall perform all services as an “independent contractor” and shall not be considered an employee of the Owner. The workforce is always to be personally presentable, and each employee shall always wear proper safety attire (PPE).

B. Licenses and Permits

Yellowstone is a licensed Contractor in the State of NM – license number 18890. We will also comply with all other City, State and Federal license and permit requirements.

C. *Invoices*

YELLOWSTONE will invoice OWNER monthly on the 1st day of every month the amount noted above. Invoices for services rendered that are outside the scope of work required by this Agreement shall be invoiced separately once completed.

D. *Insurance*

YELLOWSTONE agrees to provide and maintain the following types of insurance coverage: Workers' Compensation (Statutory limit); General Liability (\$1 million limit); Auto (\$1 million limit); and Umbrella coverage (\$1 million limit). We can provide certificates of insurance upon request.

E. *Liability*

It is understood and agreed that the YELLOWSTONE is not liable for any damage of any kind whatsoever that is not caused by the negligence of YELLOWSTONE, its agents, or employees. This clause is subject to the immunities, provisions, and limitations of §56-7-1, NMSA 1978 and any amendments thereto.

II. OWNER/CLIENT RESPONSIBILITY

A. *Utilities*

All utilities, including water and related surcharges, are the responsibility of the OWNER.

B. *Access to Property*

OWNER shall provide YELLOWSTONE access to all parts of the property to perform the work required herein, during normal business hours and other reasonable periods of time.

C. *Payment*

Invoices will be sent out on the 1st day of each month services are performed, and payment is due by the 10th day of the month. YELLOWSTONE reserves the right to notify OWNER that services may be discontinued in the event of non-payment.

D. Liability

It is understood and agreed that the OWNER shall not be liable for any damage of any kind whatsoever to any property or equipment owned or rented by YELLOWSTONE that is not caused by the negligence of OWNER, its agents or employees. This clause is subject to the immunities, provisions and limitations of §56-7-1, NMSA 1978 and any amendments thereto.

III. OTHER TERMS

- A. Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the “Initial Term”, this Agreement will renew automatically for an additional 12 month term and will continue to renew at the end of each successive 12 month term unless cancelled by either party in accordance with the “Termination” provision or by either party with written notice of not less than 30 days prior to the end of the “Initial Term” or any automatic term(s). Charges will increase by 3.0% or greater at the commencement of each additional automatic twelve (12) month renewal term.
- B. Termination for Cause: If YELLOWSTONE fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a “Termination for Cause”, Client shall notify YELLOWSTONE of the termination date in writing and pay YELLOWSTONE for all Services performed to the effective date of termination.

To the extent Section 56-7-1 NMSA 1978, et seq. (2005), as amended, is applicable to any indemnity provision in this Agreement, any agreement to indemnify, hold harmless, insure (including a requirement to name the indemnified party as an additional insured) or defend another party, including the other party’s employees or agents, contained in this Agreement will not extend to liability, claims, damages, losses or expenses, including attorneys’ fees, arising out of bodily injury to persons or damage to property resulting from, in whole or in part, the negligent act or omission of any indemnitee, its officers, employees or agents.

In the event that any unresolved dispute or controversy arises out of any of the terms or conditions of this agreement, or to recover damages from the other party, any party hereto agrees to submit and file same with the American Arbitration Association in New Mexico. The prevailing party of any such action shall be entitled to recover the full amount of costs and

expenses, including attorney fees paid or incurred in good faith. The American Arbitration Association shall not be bound by any fee schedule.

By signing below, you are agreeing to the terms contained herein and into a legally binding contract with YELLOWSTONE LANDSCAPE.

Mike Beard
YELLOWSTONE REPRESENTATIVE

Mike Beard 9/5/2023
Print Name Date

Mona Belchak
OWNER Representative

Mona Belchak, President 9/5/2023
Print Name Date

PGHOA
Billing Name

PO Box 66018 Albuquerque, NM 87193
Address to Send Billing

paradisegreenshomeownersassoc@gmail.com
Billing Email

505-710-6233
Billing Phone Number

Thank you for considering us as your landscape professionals at this site.

Excellence

IN COMMERCIAL LANDSCAPING

The Yellowstone Difference

QUALIFICATIONS

Certified Arborists

Horticulture Experts

Landscape Architect

Certified Water Auditors

Turf Management Professionals

Chemical Applicators

SUSTAINABILITY

Propane Mowers

Onsite Cistern

Smart Controllers

Recycled over 20 million pounds of green waste

Fuel Efficient Cars



PHILANTHROPY

Ronald McDonald House

Animal Humane NM

El Ranchito de los Ninos

GreenCare for Troops

PB&J Family Services

Roadrunner Food Bank