

## **Eagles Watch Association Grounds Maintenance Service Contract**

This Grounds Maintenance Service Contract (this "Contract") is made effective as of April 01, 2021, by and between Eagles Watch Homeowners Association, of PO BOX 213, Hastings, Minnesota 55033, and K & M Outdoor Services, of N6366 1307th St, Prescott Wi, 54021. In this Contract, the party who is contracting to receive the services shall be referred to as "EWA", and the party who will be providing the services shall be referred to as "K & M".

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, EWA hires K & M, and K & M agrees to grounds maintenance services including lawn care and landscaping services as specified in Services Scope of work (Section 1) to the EWA at the following locations under the terms and conditions hereby agreed upon by the parties:

**1. SERVICES SCOPE OF WORK.** Effective April 1, 2021, Service Provider will provide the services described below and in Attachment A (collectively, the "Services") over the course of the contract. Services included are:

**A. Mowing (see also Table 2 Mowing Cycle):**

1. **Weekly:** Those areas identified as A, B, C, D, G. and edges of the trails. Grass will be mowed no shorter than (3) inches in height with use of trimmer around trees. Each week will be mowed in a different direction to help keep uniform cut and mitigate rutting.
2. **Bi-weekly:** The ditches of the vacant lots identified as J, will be mowed on a biweekly basis at a cutting height of no less than three (3) inches. Trimming and blowing these areas is included.
3. **Monthly:** The quarry area identified as H will be mowed monthly and be rough cut at about 4.5 – 5 inches. No trimming or blowing.
4. **Periodic:** The Ditch along Hwy 61 between the 122<sup>nd</sup> St S. entrance to the speed limit sign, identified as K, *upon request only*. This includes under and around the power line support wires that will require trimming.

**B. Fertilizer and Herbicide & Weed Control (see also Table 1 Weed Control):**

1. **Mowing areas:** There will be a minimum of four (4) treatments to the turf for fertilizer and herbicide and three additional treatments broadleaf spray for dandelions. Optional fertilizer in the summer) may be required depending on seasonal trends. Includes Monuments, walking path ditch by section D. Section G south of pump house will be fertilized and sprayed, section G north of the pump house will not be treated, Section G around fire pit will be sprayed.

- i. Spring crab grass and pre-emergent will be applied
  - ii. Spring fertilizer will be applied
  - iii. Summer broadleaf control for dandelions will be applied
  - iv. *Optional Summer fertilizer applied upon request (\$300)*
  - v. Late Summer (August) Weed and Feed will be applied
  - vi. Fall winterize will be applied
2. **Gravel walking paths and pump house:** All gravel walking paths and gravel surrounding the pump house will be sprayed with Round-up/Soil Sterilizer in the spring (April), summer (July) and fall (Sept).
  3. **Cul-de-sac Islands (Area F) & 122<sup>nd</sup> St EW Entrance Monument Tree/Perennial Beds (Area B):** The islands and monument areas will be tended to on a weekly basis for weeds. This will include hand pulling and/or spraying of weed killer cautiously to prevent over spray affecting the ornamental grasses and perennial flowers. Will also use Preen or other pre-emergent to control weeds, once a month. Cutting back and splitting of perennials to be completed as needed. *Plant replacement and splitting will be charged on time and material basis, only upon approval by board member.*
  4. **Monuments Area (Area b):** Monument weeding is included in contracted rate.

#### **C Clean Up and Landscaping:**

1. **Spring and Fall Clean Up:**
  - a. A spring clean-up will be completed in April once the snow has melted; including removal of ornamental grasses, flowers, and any other organic matter from the cul-de-sacs and monument area.
  - b. Fall clean-up will be finished in October including cutting down of perennial flowers and removing leaves or other organic material and replacing as needed.
2. **Optional Clean Up:** One-time cost estimates for clearing uncut tall grasses, shrubbery in anticipation of future mowing areas or other use. These costs will be based on estimate and invoiced separately for locations specified by the board.

#### **D. Materials:**

- a. Upon request, Service Provider will get price quotes for necessary materials to maintain grounds, including but not limited to: mulch, rock, gravel, trees, plants, flowers, etc. No purchases made on behalf of EWA without prior approval. EWA may choose, at sole discretion, to have other materials provided instead of those proposed by K&M.

**2. PAYMENT FOR SERVICES.** Total cost for services for two years 2021 - 2023 is 28,800 due in twenty-four (24) equal monthly installments of \$1,200. EWA will pay compensation to K & M for the Services in the amount of \$1,200. Payments are due the 5<sup>th</sup> of each month following invoice.

- a. Under B (1) iv Optional fertilizer will be applied (\$300 per application), upon approval by board member.
- b. Under B (3) Plant replacement and splitting will be charged on time and material basis, only upon approval by board member. Rate of \$65.00 per hour for time.
- c. Any cost savings or overruns resulting from any option services will be settled each December with an invoice for additional costs or with a credit to the account.

**3. TERM OF CONTRACT.** This is a two-year contract that will automatically terminate on March 31, 2023. Services are expected to be provided over approximately 24 weeks beginning in April and ending in October of each year with the costs spread out over the term of the contract.

**4. RELATIONSHIP OF PARTIES.** It is understood by the parties that K & M is an independent contractor with respect to EWA, and not an employee of EWA. EWA will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of K & M.

**5. INJURIES.** K & M acknowledges K & M's obligation to obtain appropriate insurance coverage for the benefit of K & M (and K & M's employees, if any). K & M waives any rights to recovery from EWA for any injuries that K & M (and/or K & M's employees) may sustain while performing services under this Contract and that are a result of the negligence of K & M or K & M's employees.

**5. DAMAGES.** Property damage caused by K&M's negligence shall be K&M's responsibility. EWA shall report any property damages in writing or email to K&M within ten (10) days of the occurrence of such damage. K&M shall not be responsible for damages caused by: (1) EWA negligence; (2) EWA refusal to follow K&M's recommendations; or (3) claims resulting from work that K&M did not perform; (4) acts of Mother nature. K&M will be allowed to determine the best time to make appropriate repairs but not later than 60 days from notice of damage.

**6. INSURANCE.** K & M shall maintain during term of this contract commercial general liability of two million (2,000,000.00). K & M shall furnish a Certificate of Insurance to the EWA Board at time of signing the lawn and landscaping contract

**7. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract whether oral or written.

**8. SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**9. APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Minnesota.

**10. GENERAL.** The time performance of K&Ms obligations under this Agreement shall be of essence, subject only to: (1) delay caused by or contributed to by EWA (or its agents or members) act or failure to act; (2) acts of Mother nature; (3) fire; (4) the action or non-action of public utilities, local, state, or the federal government entities.

**11. TERMINATION.** Either Party may terminate this Agreement upon notice in writing if the other party is in breach of any material obligation contained in this Agreement, which is not remedied within 30 days of written notice from the other Party so to do; or by mutual consent. If termination occurs during period services to be perfumed, compensation will be based on completed services determined by the prorated services.

**PARTY CONTRACTING SERVICES:**

Eagles Watch Homeowners Association

By: \_\_\_\_\_  
Eagles Watch HOA President

\_\_\_\_\_ Date

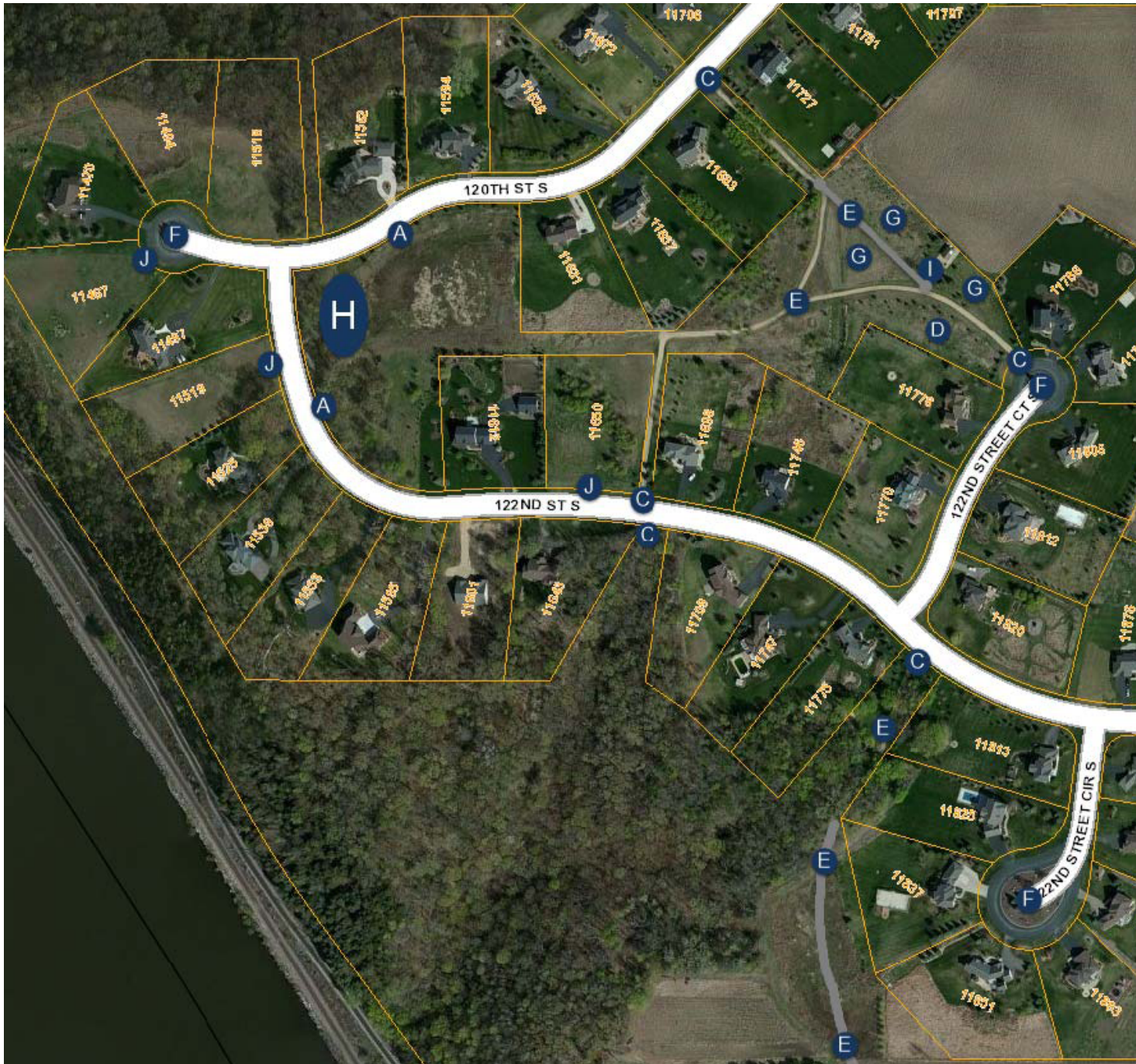
**SERVICE PROVIDER:**

K & M Outdoor Services

By: \_\_\_\_\_  
Matt Wam, Owner

\_\_\_\_\_ Date

Attachment A



Area	Description	Explanation of the area	Schedule
A	Along the Road	<ul style="list-style-type: none"> <li>✓ North and South side of the entrance on 122nd St S</li> <li>✓ North side from 11612 122nd St S from to 11631 120th St S</li> </ul>	Weekly Mowing
B	Monument area	<ul style="list-style-type: none"> <li>✓ North and South side of the entrance monuments</li> <li>✓ Monument flower beds</li> </ul>	Weekly Mowing
C	Entrance to walking paths	<ul style="list-style-type: none"> <li>✓ E and W side between 11813 122nd St S and 11775 122nd St</li> <li>✓ E and W side between 11698 122nd St S and empty lot</li> <li>✓ E and W side between 11709 122nd St S and 11643 122nd St S</li> <li>✓ E and W side between 11683 120th St S and 11727 120th St S</li> <li>✓ E and W side between 11768 122nd St Ct S and 11778 122nd St Ct S</li> </ul>	Weekly Mowing
D	Inside walking paths	<ul style="list-style-type: none"> <li>✓ South side across from fire pit, adjacent to lot 11778 122nd St Ct S</li> </ul>	Weekly Mowing
E	Gravel walking paths	All existing gravel walking paths	Spring See B2 Summer See B2 Fall See B2
F	Cul-de-sac Islands	<ul style="list-style-type: none"> <li>✓ 122nd St Cir S</li> <li>✓ 122nd St Ct S</li> <li>✓ 120th St S</li> </ul>	Weekly see B3
G	Middle Common Ground	<ul style="list-style-type: none"> <li>✓ Pump house area (East and West side)</li> <li>✓ Whole section by fire pit</li> </ul>	Weekly Mowing
H	Quarry area	<ul style="list-style-type: none"> <li>✓ Sunken area</li> </ul>	Monthly Mowing
I	Pump house	<ul style="list-style-type: none"> <li>✓ Gravel area around pump house</li> </ul>	Spring See B2 Summer See B2 Fall See B2
J	Ditches of vacant lot	<ul style="list-style-type: none"> <li>✓ Located at 11650 122nd St</li> </ul>	Bi Weekly Mowing
K	Highway 61 ditch	<ul style="list-style-type: none"> <li>✓ From EWA tree line to highway;</li> <li>✓ From approximately the speed limit sign to the 122nd St S entrance</li> <li>✓ Including around the utility poll guide wires up to the edge of the field</li> </ul>	\$120 estimate per cut. Actual TBD.

Table 1 - Weed Control

Area	Description	Weed Kill and Crab Grass Control	Early Summer Fertilizer	Round up (soil sterilant) weed control	Trimming and removal of tall grasses	Weekly Spray or Pull Weeds	Late Summer Weed and Feed	Winterize	Trimming and removal of all perennials, shrubs and trees
A	Along the road	Spring	Spring				Fall	Fall	
B	Monument area	Spring	Spring		Spring	Season	Fall	Fall	Fall
E	Gravel walking paths			Spring, Summer, Fall					
F	Cul-de-sac islands				Spring	Season			Fall
I	Pump house	Spring	Spring	Spring, Summer, Fall		Season	Fall	Fall	

Table 2 - Mowing Cycle

Area	Description	Cut Grass Weekly	Cut Grass Bi-weekly	Cut Grass Monthly	Trim or Weed Whack
A	Along the Road	X			X
B	Monument area	X			X
C	Entrance to walking paths	X			X
D	Inside walking paths	X			X
G	Middle Common Ground	X			X
H	Quarry area			X	
J	Ditches of vacant lot		X		