



2021 IRRIGATION MANAGEMENT CONTRACT

For Symphony Village at Centreville HOA

Symphony Village at Centreville

100 Symphony Way

Centreville, MD 21617

410-758-8500

## **SECTION 1.**

The following irrigation management specifications establish the standard for all irrigation services for Symphony Village at Centreville Home Owners Association (SVHOA). These standards outline an efficient and technically sound program of the highest quality, promoting the healthy growth of turf and plant material while ensuring the continual operation of the system. The maintenance specifications outlined herein are intended to serve as a guideline.

## **SECTION 2. GENERAL CONDITIONS**

**2.1.** The contractor shall supply an operational calendar (service schedule), prior to April 1st each year and will include frequency and timing of work throughout the year. Deviation from this schedule by the contractor shall be provided and approved by the SVHOA General Manager (GM) before the work begins.

**2.2.** After each site visit the contracted project supervisor shall provide a report of operations completed and/or partially completed for the purpose of facilitating communication and identifying problems.

### **2.3. Contract Personnel**

- a. The contractor shall have an experienced supervisor responsible for the site. This supervisor will have two (2) to four (4) years' experience in irrigation service.
- b. The contractor shall have only properly trained personnel on site to perform all functions. They shall be trained in proper irrigation and mechanical procedures to ensure that all operations are performed safely and effectively.
- c. Contractor staff shall have knowledgeable and experienced personnel, capable of demonstrating proficiency with automated irrigation systems, controllers and components (i.e. VFD's, PLC's, etc.) for purposes of providing on-going operations, maintenance, and servicing of such equipment.
- d. All contractor personnel shall be required to wear a clean company uniform. The contractor's personnel shall conduct themselves in a safe, courteous and professional manner while on site.
- e. The Contractor is responsible for removing any debris generated from irrigation operations from the site. There is no provision for debris disposal on site.
- f. Subcontractors for specialized trades are acceptable when the prime contractor does not have the expertise. Contractor must notify GM before work begins and proof of insurance must be provided.

## SECTION 3. SCOPE OF WORK

3.1. The contractor shall provide all necessary labor, material, equipment, and fully-trained supervisory personnel to properly maintain all developed land areas within the contract limits, including lawns, shrubs, ground cover, landscape trees, vines, and flowers.

### 3.1.1 Spring System Activation:

- a. The contractor first will collect all components such as backflow devices, sensors, controllers, etc. that may have been removed over the winter and reinstall them into their regular locations.
- b. The contractor will begin the spring system activation during the first or second week of April each year weather permitting and plan on being on site for each normal week day (Monday-Friday), until the activation is completed and the system is performing satisfactorily.
- c. System will be energized (pressurized) from the controller(s), all zones will be checked electrically for continuity and all decoders, connectors, etc. are 'pinged' to ensure communication. Radio transmission capabilities must be fully operational.
- d. The contractor will inspect and ensure the rain sensor is operational and will then activate every zone and inspect all components (heads). While walking the system, the contractor will make adjustments to arc and radius of the spray heads as needed.
- e. The contractor will note plant material type, head type and exposure to assist in proper programming of the controller and will record any broken, leaking, or missing components and notify the SVHOA GM of their findings.
- f. The contractor will create proposal(s) to perform any necessary repairs and any recommended upgrades or modifications that may improve the system.
- g. Once the system has been prepared for operation the contractor will create a watering schedule that will work within the community watering windows and also take into consideration any environmental factors that have been noted, such as plant type, slope, soil, etc. This information will be submitted and then once approved, the watering schedule will be programmed into the Irrigation Controller and implemented.
- h. Schedule of run times will be developed with the GM by the end of May each year. Changes of schedule will be reported to GM in a timely manner.
- i. Contractor will provide a survey map of SV listing areas that are defined as "too wet". A plan to resolve these problem sites (between houses, the roundabouts, and other areas) including shutting off and or changing head types will be discussed with the Contractor, the GM, and the SVHOA Landscape and Irrigation Committee after the final inspection in May. Work on this plan to begin immediately after it is adopted, with weekly progress reports by irrigation supervisor.
- j. Verify that all water pressure sensors are operational and water pressure throughout the system is satisfactory.

- k. Insure monitoring and surveillance sensors are communicating with Tucor controller in the gatehouse. Insure Primary PLC notifications are operational.
- l. Test Notifications and Alert functionality by simulating system failures.
- m. Final inspection by the Contractor in preparation for system start-up, will be completed no later than the end of the second week of April each year, weather permitting. A community-wide test of the system will be completed no later than the end of the second week of May each year.

### **3.1.2. Site Visits.**

- a. At the beginning of each site visit work day the onsite contractor supervisor will meet with the SVHOA GM to discuss the work requirements and problems.
- b. The entire system will be inspected each month. The system will be divided into 4 sections, thus, 25% of the system will be inspected during each weekly visit. A written report will be submitted monthly to the GM separate from the standard Repair Tickets which are also submitted. Each zone will be visually inspected and any broken, leaking, or missing components will be brought to the attention of the General Manager via completion of service repair tickets.
- c. When walking through the zones, the contractor will make any minor adjustments to ensure adequate water coverage.
- d. The contractor will take periodic water pressure readings at each pump and verify irrigation system operating effectively and relay report to the GM each month. Any needed repairs will be submitted for approval and then performed in a timely manner.
- e. The contractor will make any minor adjustments to the watering schedule based on weather and site conditions with the ultimate goals of water conservation and plant health.
- f. There is no provision for the storage of contractor's equipment on site.
- g. GM will be kept abreast of open and ongoing repair work at all times and work orders will be reviewed each workday.
- h. Contractor will ensure immediate reporting of property damage to supervisor and GM.
- i. Contractor shall complete an inspection of the irrigation system in the areas on private lots in which SVHOA owners have obtained approval for exterior modification requiring ground penetration. The area shall be marked with flags and/or paint upon receipt of a request from the Management Office.

### **3.1.3. Winterization.**

- (a) The system will be shut down and the mainline and all lateral lines purged of water using compressed air as is standard industry practice. The goal is to have shutdown completed no later than November 7 each year depending on weather.

(b) Depending on the equipment type and location, the contractor will remove components such as backflow assemblies and store on-site over the winter. The controller will be placed in the 'off' position.

(c) The contractor will provide the GM with the schedule for these and all activities listed above so the contractor can meet the General Manger's expectations and can notify the community of the contractor's progress.

**3.1.4. Repairs.** Approved repairs, upgrades, and modifications to the irrigation system will be performed on a time and material basis. Repairs shall be made at the direction of the SVHOA GM and service repair tickets will be submitted. All broken/defective components will be turned over to Symphony Village Management for storage and possible future analysis. Repairs shall be billed at a rate of:

Technician- \$125.00 hour  
Laborer- \$95.00/ hour

These rates include all costs associated with the vehicle, equipment and tools necessary to complete work associated with this contract.

Copies of manuals, model numbers, serial numbers, name of the supplier and/or a photo of the identification number for new or replacement irrigation components are to be supplied to the GM upon completion of work. This information will be kept on file by Symphony Village HOA for future reference.

**3.2. Water Usage Allowance.** Contractor shall make themselves aware of the water usage restrictions and make all reasonable efforts to manage the water usage to that volume.

**3.3. Expertise.** Contractor agrees that they are familiar with the site and the irrigation system and that they are experts in this field of work. Any certifications required to do the maintenance on this system shall be at the cost of the contractor.

**3.4. Emergency Contacts.** Contractor shall provide emergency phone numbers of a minimum of two irrigation managers so they can be contacted on the weekends in the event of an emergency. Contractor shall notify the SVHOA when the managers will not be available during off hour emergency calls.

**3.5. Remote Access.** Contractor shall enable their managers and Symphony Village designees to access the irrigation controller(s) software remotely to enable the employee to monitor and control the software from a 3rd party location.

**3.6. Review Meetings.** The contractor will enable applicable supervisory personnel to attend and participate in periodic "Six Week Meetings" with SVHOA management and Landscape & Irrigation Committee personnel, for an on-going review and analysis of the irrigation functions, beginning in March each year as scheduled by the SVHOA GM.

**3.7. Planning.** The contractor shall, at the request of the SVHOA GM, prepare a replacement or upgrade schedule for the HOA to properly manage the expectant life of the system. The schedule shall include any upgrades necessary for better system utilization, expected replacement cost and

alternatives to the upgrade. The intent of the schedule is to provide a menu of items for the HOA to decide which upgrades/replacements shall be done over a given period of time.

**3.8. Run Time Schedule.** The watering schedule shall be presented in a format that is easily readable. The format of the schedule shall be such that it can be emailed, placed on the HOA website or handed out at the HOA Meetings. Any changes to the system's schedule shall be immediately sent to the SVHOA GM.

**3.9. Alarms. Alarm testing and Notification verification are continuous and an on-going effort throughout the irrigation system.**

## **SECTION 4. TERMS**

Total Basic Contract Cost is \$ 31,250.00 per year

Note: Refer to section 3.1.4. for repair costs not included in the basic contract cost.

**4.1** The term of this agreement shall be for a period of one year; with optional annual renewal (under similar terms as Landscape Contracts). Pricing is to be held for a three (3) year term.

Any variance(s) to the established contract herein will be presented to the owner no later than October 15th of the year prior to the commencement date of the next twelve (12) month contract term. An agreement containing said variance(s) shall be signed by the contractor and owner prior to the commencement of the next contract term

**4.2** This contract will be billed in 9 monthly installments in the amount of \$ 3,472.22 per month each year of the contract. The contract will commence on March 1<sup>st</sup> and end on November 30<sup>th</sup> of each year.

**4.3** TUCOR licensing and Web Fees are to be maintained and paid for by contractor.

**4.4** The Irrigation Contractor will provide all labor, equipment, materials, and supervision necessary to perform the specifications outlined herein to the satisfaction of the SVHOA GM. The Contractor shall indemnify, defend, and hold harmless the Property Owner(s) and the SVHOA Management Company, its members, directors, officers, agents, employees, contractors, successors, and assigns from and against all loss, cost (including, without limitation, attorney's fees), expenses, liability, damages, proceedings, penalties, claims, and/or causes of action of any kind (including, but not limited to, personal injury, including death, or property damage or loss) arising as a result of negligent or intentional acts of all persons or equipment performing services under this contract while they are at or about the property, as well as arising in connection with the Contractor's failure to comply fully with any and all applicable laws and regulations, including, without limitation, any and all applicable labor, environmental, and safety laws and regulations, and any licensing, inspection, or permit requirements.

**4.5** The contractor shall carry, at his own expense, statutory and sufficient insurance coverage, including property damage, general liability, and worker's compensation. A Certificate of Insurance listing Symphony Village HOA as the certificate holder and the additional insured must be provided to the Management Office upon contract execution. An updated Certificate of Insurance must be provided prior to the date of expiration thereafter.

- 4.6 The Contractor shall provide SVHOA with cost estimates for all labor and materials to be billed to SVHOA prior to rendering any additional services.
- 4.7 Contractor and SVHOA reserve the right to cancel this contract with a thirty-day notice for cause or without cause in writing.

## **SECTION 5. AGREEMENT**

This Agreement is entered into by and between Level Green Landscape, L.L.C., hereafter referred to as the "Contractor", and Symphony Village in Centreville HOA hereafter referred to as the "Owner".

**Start Date:** This Agreement shall commence on March 1, 2021 and shall end on November 30, 2021.

### **Consideration/Payment:**

In consideration for the Contractor's performance described herein, Owner agrees to pay Contractor an annual sum of \$31,250.00. For the convenience of the Owner, the cost of the contract shall be in nine (9) even monthly payments of \$3,427.22 commencing March 1, 2021.

**Payments:** Invoices shall be sent on or about the first day of each month for current month's services and payment shall be due upon issue. A late charge of 1 ½% per month shall be charged on all amounts 30 days past due. If the Contractor does not receive a payment for any reason not deemed by the Contractor to be the fault of the Contractor, the Contractor shall have the right, upon 24 hours notice to the Client, to (1) cease all work, or (2) terminate this contract, or both. The Client shall pay for all work completed, losses sustained, including lost profits, and consequential damages, as well as reasonable attorney's fees and cost of collection incurred as a result of the Client's failure to pay.

**Automatic Extension:** This agreement shall automatically renew for one (1) additional year on the first day of each thirteenth month following the start date of this agreement with the identical terms and conditions and remaining in force unless the owner notifies the Contractor in writing. Both parties, prior to the thirteenth month, may agree to a price adjustment in each annual cycle to adjust for scope changes as well as cost changes.

**Additional Services:** Services performed and or materials delivered, which are not specifically mentioned herein, but requested and authorized by the Owner shall be deemed 'additional services'. Additional services shall be proposed and billed separately from the amounts due in this agreement with payment due net 30 days upon receipt. The performance of and payment for additional services are subject to the terms and conditions of this agreement.

**Warranty Statement:** Level Green Landscape LLC agrees to warranty all parts and labor for one (1) year after the date of installation.

**Materials, Supplies, and Equipment:** Contractor shall furnish materials, labor, supplies and equipment necessary to perform the services specified.

**Law:** The laws of Maryland shall govern this agreement.

**Attorneys Fees:** In the event that a suit or action commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to attorney's fees and costs, including appeal.

**Liability:** Contractor is an independent contractor. The Owner assumes no liability for the injury to the Contractor or Contractors agents or employees, unless the Owner, the Owners agents, servants, or employees cause such injury by negligence or intentional acts. The Contractor is liable only for the damage that is caused by the negligence of the Contractor, its agents, or employees. Neither party shall be liable to the other for any incidental or consequential damages arising from this agreement.

**Insurance:** The contractor shall furnish insurance certificates upon request, naming the Owners, officers, employees, and agents as additionally insured. Contractor shall maintain the required coverage throughout the length of this agreement. The coverage shall contain a 30-day notice of cancellation.

**Termination:** It is agreed that either party may terminate this Agreement by giving 30 day written notice to the other party. Please note that the equal monthly payment in no way represents the value of work performed in any given month. In the event of cancellation/termination, Owner agrees to pay the Contractor any amount above and beyond the payments for actual work performed according to the chart below which illustrates the percent of contract value performed in each month.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0%	0%	20%	15%	10%	10%	10%	5%	10%	10%	10%	0%

**Notices:** Notice to the contractor shall be sufficient if made or addressed to Level Green Landscape LLC, 139 12th St. SE, Washington, DC 20003 and to Owner at principal place of business herein.

**ACCEPTANCE:** This agreement incorporates the terms and conditions included herein and are hereby mutually agreed to be a fully integrated agreement. By signing below and returning one copy within 30 days parties have read this agreement and fully understand contents.

**CONTRACTOR:**

By: David Keffer

David Keffer

Branch Manager East

Date: December 8, 2020

**OWNER (or <sup>1</sup> Authorized Agent)**

By: [Signature]

Name: R. W. Nilsson

Title: President

Date: 12/3/20 20



ADDENDUM TO IRRIGATION MAINTENANCE CONTRACT

**Private Rear Irrigation Services**

Special Irrigation services including installation of backyard irrigation, turn on, and winterization of current backyard irrigation will be negotiated between the contractor and the applicable homeowner and the agreement/contract will be between the homeowner and the contractor. The subsequent cost of the service will be charged to the applicable homeowner. Any cost associated with repair or relocation of irrigation lines or sprinkler heads which is caused by modification to a residential property, shall be the responsibility of the homeowner.

Requests for service to and/or the installation of private irrigation systems in the rear of the homes may be declined at the contractor's discretion.