

**HOA or COMMERCIAL PROPERTY MANAGEMENT COMPANY
LANDSCAPE CONVERSION AGREEMENT**

This AGREEMENT is made between _____ hereinafter called the “Contractor”, and the Property Management Company hereinafter called “Operator” on the day of _____ . Any reference to the “Operator” shall infer the Management Company’s “Owner’s Representative” for the referenced site. The Contractor agrees to provide landscape construction services for all areas within the referenced site, specifically _____, (City) _____, NV (zip code) _____. The Contractor shall perform all work in accordance with the terms of this Agreement.

SCOPE OF WORK:

The Contractor shall comply with all terms set forth in this Agreement and perform all work as set forth herein for all areas as shown on the site map or by written description. There shall be no extra fees for any of the work set forth herein, except where specifically stated. However, in no event whatsoever shall any work which involves extra charges be performed without prior written approval of the Operator.

OBJECTIVES:

The primary objective of this landscape conversion agreement is to ensure that the existing turf as referenced in this document is properly removed with an emphasis on retaining desirable existing trees. The intent of the specifications is to present clear and concise protocols for the removal of said turf and the removal of any undesirable trees and the successful protection and retention of select trees.

- These specifications are provided to ensure that appropriate practices including, but not limited to turf removal, shall be conducted at all times. The Contractor shall prepare and deliver appropriate strategies for the elimination of turf grass to be conducted at the appropriate time of the year. During the project the Contractor shall protect existing infrastructure, hardscapes, and most importantly, the existing trees intended for retention and protection. Each procedure shall be conducted as needed to ensure the health and prosperity of each tree and the retained tree population.
- Visit www.snwa.com/rebates/wsl/index.html to see if your project qualifies for the turf elimination rebate and to apply for consideration prior to initiating any work.

Pre-Construction Meeting

1. All parties shall meet prior to the start of the project to review the Scope of Work. The responsibilities of the Contractor, Owner, Owner’s Representative, Landscape Architect, and Arborist shall be clearly identified.
2. Timelines for Start and Completion of Work shall be clearly delineated.
3. Any penalties for failure to adhere to timelines shall be established.

Site Assessment: The Contractor Shall:

1. Conduct an inventory of existing trees to determine the health and condition of existing trees utilizing the services of at least one Certified Arborist as credentialed by the International Society of Arboriculture (ISA). This work may be conducted by a third party if necessary.
2. The Arborist shall identify trees that are unhealthy, diseased, insect infested, or senescent. Upon mutual agreement these trees shall be identified as candidates for removal.
3. The remaining trees shall be identified as suitable for retention.
4. The Contractor shall mark all trees utilizing designated colors to delineate removal or retention. For example, red flagging tape or paint shall delineate trees scheduled for removal. Blue or green flagging tape or paint shall delineate trees scheduled for retention.
5. If requested by the Owner, retained trees shall be appraised by a qualified arborist for value utilizing the protocols established by the Council of Tree and Landscape Appraisers. The monetary value of each retained tree shall be documented prior to the start of work.
6. The Contractor shall ensure that a certified arborist reviews all work procedures prior to the initiation of projects and shall inspect all work upon completion. The Contractor shall ensure that a qualified crew supervisor is on site to direct work during tree operations.
7. The Contractor shall take measures to eliminate undesirable, unsafe, or hazardous conditions in accordance with recognized and accepted tree maintenance practices. Proper work procedures shall include every effort to reduce the risk to life and property. The Contractor shall work diligently to protect private property (example: adjacent shrubs and trees) as well as common area property (example: mailboxes, benches, signs). Damage to property shall be reported immediately to the Owner's Representative.
8. Ensure that all traffic affected by this work shall be regulated in strict accordance with the City of Record and the Clark County Construction Zone Traffic Barricade requirements. The Contractor shall maintain all applicable certifications as required by the applicable agencies and shall be responsible for submitting the proper plans for lane closures or restrictions.
9. Require that its employees clean up their work area at the conclusion of each day and haul away all debris. Work areas shall be raked and blown free of fine debris from the landscapes and hardscapes. Debris shall be disposed of in a legal manner.
10. Meet with Owner's Representatives to perform inspections as may be required. All inspections shall be conducted on weekdays during normal business hours and shall be included in the contract price, provided meetings are not conducted excessively.

Tree Protection for Retained Trees: The Contractor Shall:

1. Prior to starting any work install protective construction fencing as agreed upon in the Pre-Construction Meeting (utilizing plastic construction fencing with T-Posts or portable chain link fencing).

2. Fence each tree specimen out to the Tree Projection Zone (TPZ). Trees in close proximity may be grouped together in a single fenced area provided that the TPZ is maintained.
3. Avoid deviations from this specification except with the mutual agreement of all parties.
4. Maintain Tree Protection for the duration of the project or until the completion of the project requires removal.
5. Protect trees in close proximity to travel lanes from soil disturbance and compaction by the placement of thick layers of orange mulch (wood chips) to a depth of 4 to 6 inches of the Tree Protection Zone. Sheets of plywood may be used in lieu of chip or in combination with chips are necessary.
6. Avoid trenching in close proximity to trees. Install all irrigation main lines and other utilities outside of the TPZ. Install flexible tubing above ground and pin down with soil staples if necessary.
7. Provide sufficient irrigation during construction without reliance of the use of water trucks.
 - a. Utilize plastic drums filled with water to connected temporary irrigation tubing if the duration of the project is prolonged.
 - b. Utilize garden hoses in the TPZ and water deeply on trickle at least once per week.
 - c. Or, retain and augment existing irrigation lines so that the water is provided to existing trees.

Tree Removal: The Contractor Shall:

1. Unless otherwise specified, remove all scheduled trees prior to the commencement of any other work but only after retained trees have tree protection in place.
2. Eliminate stump and/or roots as specified in the pre-construction meeting.
3. Protect adjacent trees marked for retention, existing landscaping, and infrastructure from damage during the removal process.

Turf Elimination: The Contractor Shall:

1. Prior to the commencement of work, identify all turf areas outside of the respective TPZs and those within the TPZs.
2. Remove turf located outside of the TPZs or Open Area by any suitable means. The process shall minimize the removal of soil to reduce haul-out cost. Every consideration should be given to conducting chemical elimination utilizing a non-selective herbicide such as glyphosate.
3. Remove turf within the TPZs only by use of non-selective herbicide applications.
 - a. Make applications in accordance with local, state, and federal regulations.
 - b. Make applications as required by Certified Pesticide Applicators.
 - c. Apply herbicides utilizing the manufacturer's recommended rates of application.
 - d. Utilize a spray "dye" additive to ensure complete and proper coverage.
 - e. Apply herbicides at the appropriate time of year to provide the desired results.

- f. Apply a sufficient number of herbicide applications to achieve the desired results. Repeat herbicide applications as necessary to ensure complete turf kill, especially with Bermudagrass.
 - g. Maintain adequate irrigation post-herbicide application during the turf elimination process.
4. Scalp the turf area to remove above soil vegetation. Do not disturb soil under existing trees. If necessary, utilize a verticutter to remove excess vegetation or thatch.
 5. Rake and remove all vegetative debris and properly dispose off-site.

Irrigation: The Contractor Shall:

1. Install a pre-designed irrigation system for the converted landscape acceptable to the SNWA.
2. In the event that a pre-designed irrigation system is not provided, design and install an irrigation system that will accommodate the hydraulic watering demands for mature trees and shrubs during a peak seasonal watering demand. The system to include:
 - a. If possible, utilize dedicated valves only for existing trees. New installation trees may be included on the same valve circuit.
 - b. If weed barriers are utilized, do not install any flexible tubing or emitters under the fabric.
 - c. Irrigation providing 60 to 70% of the water volume previously applied to the turf.
 - d. Extend the irrigation out to the drip line of each tree specimen, at minimum.
 - e. Placement of emitters of appropriate size and location throughout the drip zone. In-line irrigation tubing is acceptable provided the emitter size and spacing is site appropriate.
 - f. Ensure adequate water flow and pressure is maintained out to the furthest trees and shrubs on the drip irrigation system.
 - g. Utilization of components such as suitable valves for drip irrigation, pressure regulators, and drip filters.
 - h. The system must meet all code requirements and SNWA requirements.
 - i. Use appropriate valve boxes to accommodate the size of the valve components. Use appropriate valve box color (desert sand) for the site.
3. Properly disconnect and retire existing valves utilized for turf irrigation. Retain and protect existing remote control valve wiring for potential use if needed. Remove existing valves and properly cap the mainline where retired valves are located.
4. Demonstrate full functionality of the irrigation system prior to the placement of any surface mulch. Verify emitter wetting pattern provides proper coverage within the drip zone of each tree.
5. Prepare a detailed schematic of new valve installation, location of retired valves, and the valve circuit sequence on the irrigation controller.

Post-Installation of Landscape: The Contractor Shall:

1. Maintain tree protection throughout the duration of the project.
2. Remove protective fencing only as required to complete the project.

3. Prune any damaged or dead branches from retained trees.
4. Cover flexible tubing only after inspection and acceptance of the irrigation system. Cover with pre-approved inert or organic mulch material to the pre-approved depth to provide an acceptable appearance and to comply with SNWA requirements. Avoid placement of any mulch material on tree trunks.
5. Schedule appropriate irrigation to provide deep and infrequent cycles to existing tree.
6. Fertilization may be applied if desired once the landscape is established, typically six months following completion of the project. Fertilize with modest nitrogen levels.

Subcontracting of Services: The Contractor Shall:

1. At no time subcontract work (pruning, spraying, etc.) on or involving any part of the work site without prior written consent of the Owner’s Representative. All subcontractors, including arborists and pesticide applicators, must submit to the community management company required documents including insurance, licenses, etc. prior to commencing work.

Emergency Services

1. The contractor shall provide a 24-hour emergency service, 7 days a week. Emergency response time shall be within 2 hours of receiving call and workers shall arrive with proper equipment and skills to resolve the problem.
2. Emergency Service Contact Information:

CONTRACTOR:

Primary Contact (Print)	24 Hr. Telephone #
Secondary Contact (Print)	24 Hr. Telephone #

OWNER REPRESENTATIVE:

Primary Contact (Print)	24 Hr. Telephone #
Secondary Contact (Print)	24 Hr. Telephone #

TERMS: The term of this agreement shall be from _____ to _____. This contract may be terminated without cause, by either party after 30 days written notice has been delivered via United States certified mail or superseded by a new contract.

PAYMENT: All invoices shall be payable net 30 days from date of billing.

RELATIONSHIP OF THE PARTIES: The parties intend that an independent contractor relationship will be created by the agreement. The Contractor is not to be considered an agent or employee of the Operator for any purpose, and employees of the contractor are not entitled to any of the benefits that the Operator provides to Operator employees. It is further understood that the Contractor is free to contract for similar services to be performed for other developments and owners while the Contractor is under contract with the Operator.

RESPONSIBILITIES OF THE CONTRACTOR:

1. Furnish at own expense, all labor, materials, equipment, and other items necessary to conduct the terms of this agreement.
2. Furnish duly qualified, experienced employees and foremen to carry out the work to be performed by the Contractor under the terms of this agreement. Persons hired by the Contractor shall be United States citizens or legal residents of the United States and are solely the Contractor's employees. The crew supervisor shall be conversant in the English language.
3. Provide adequate supervision at all times during the work which the Contractor's employees or subcontractors are performing under this agreement, to ensure all work is performed and completed in accordance with the terms of this agreement.

INDEMNITY AND LIABILITY: The Contractor Shall:

1. Indemnify the Operator, its agents and employees against all liability or loss, and against all claims or actions to the extent arising out of damages or injury (including death) to persons or property, caused by or sustained in connection with the Contractor's negligent performance of this agreement or by conditions created thereby, or based upon any violation of any statute, ordinance, building code or regulation, and the defense of any such claims or actions. The Contractor shall also indemnify the Operator against all liability and loss or connection with and shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor's employees engaged in the performance of this agreement.
2. Bear all responsibility for any equipment owned or rented by the Contractor, or for any material to be used by the Contractor for the performance of this agreement, until such material is installed and accepted by the Operator. The Operator shall not be responsible or held liable for any injury or damage to persons or property resulting from the use, misuse or failure of any equipment used by the Contractor or any of its employees, even if such equipment is furnished, rented, or loaned to the Contractor by the Operator.

INSURANCE: The Contractor shall secure, pay the premiums for, and keep in force until the expiration of this Agreement and other renewals thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this Agreement. The Contractor agrees to provide Operator with certificates evidencing the required coverage before Contractor begins work hereunder. Such certificates shall be in a format acceptable to Operator: shall identify The Owner as certificate holders and additionally insured; it shall contain a provision that coverage afforded under these policies will not be canceled and no material changes will be made until at least thirty (30) days prior written notice has been given to the Operator.

The Contractor and Contractor's subcontractor(s) shall provide and maintain the following insurance minimums:

Workman's Compensation as required by the state of Nevada:

Bodily Injury by Accident (Each Accident)	\$1,000,000
Bodily Injury by Disease (Policy Limit)	\$1,000,000
Bodily Injury by Disease (Each Employee)	\$1,000,000

Comprehensive General Liability, including:

Each Occurrence	\$1,000,000
Medical Expenses (Any One Person)	\$10,000
Personal & Adv. Injury	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Commercial Automotive Liability	\$1,000,000

The application of all pesticides regulated by the Nevada Department of Agriculture will require the Contractor or the Contractor's subcontractor to carry 'Pest Control Liability Insurance' in the minimum amounts of:

General Aggregate	\$2,000,000
Products and Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$100,000
Medical Expenses (Any One Person)	\$10,000

BID, FIRM PRICE

- 1. Having examined the Place of Work, the specifications attached hereto, we the undersigned, hereby offer for a period of 30 days to enter into contract to perform the Work for the Sum of:

\$ _____ \$ _____
 (Written in Words)

- 2. If this bid is accepted by the Operator within the time period stated above, we will commence work within _____ days of the Operator’s written Notice to Proceed.
- 3. If this bid is accepted by the Operator, we, the Contractor, will complete the work within _____ calendar days of receipt of Notice to Proceed.

PARTY SIGNATURES: By signing below all parties agree to all the terms of this agreement:

Authorized Agent for Operator: _____
 Printed Name Signature

Title: _____ Date: _____

Authorized Agent for Contractor: _____
 Printed Name Signature

Title: _____ Date: _____

This information is provided courtesy of the Southern Nevada Arborist Group (SNAG), professionals that care about trees. Please visit the SNAG website for more information regarding tree preservation and protection.



www.lvsnag.org