

## Scope and Purpose

The intent of this contract is to ensure that the landscape maintenance company maintains the commons property to the standards of the Association, thereby enhancing the beauty and value of the Village.

## Parties to Contract

This contract is between Tillicum Village Home Owner's Association (TVHOA) and Central Oregon Landscaping and LawnTenders (COLL, LLC)

## Period of Contract Coverage

This contract covers Commons maintenance services as defined below for the period:

- February 1, 2025 through November 30, 2025 for Commons maintenance and irrigation

COLL, LLC will also provide snow removal services, invoiced separately from monthly fees (as defined in the Compensation section below) as required by snow conditions throughout the entire year.

## General Conditions

COLL, LLC is an independent business and must be licensed by the City of Bend; and must carry \$1,000,000 liability insurance policy. Proof of insurance and license shall be submitted to Diversified Bookkeeping 335 NE Lafayette Bend Oregon 97701 phone # 541-388-1573.

COLL, LLC will hold harmless and completely indemnify TVHOA, the Board of Directors, and members from any liabilities that may arise from and during the execution of this bid for contract. This includes but is not limited to any accidents that may occur, involving COLL, LLC, COLL, LLC's employees or sub-contractors.

Periodic inspections by COLL, LLC and the commons director will ensure both parties understand the specific challenges of the moment, and agree to changes to maintenance activities if needed. In addition, COLL, LLC agrees to continually monitor conditions; make repairs as authorized or directed; make recommendations to the Commons director in a timely manner regarding major repairs, or other needs that the board of directors would consider at meetings.

## Definitions

**COMMONS:** All common property inside Tillicum Village not owned privately, with the exception of roads for the purpose of this contract. COLL, LLC is responsible only for Commons, not home owner properties.

**TURF AREAS:** Grassy areas maintained by mowing, edging, weed abatement (spraying & string trimming), fertilizing, and irrigation.

**NATURAL AREAS:** Commons property without turf or pavement. They include tree wells, rock outcroppings, road edges, and open grass and bushy areas.

## **Basic Services**

**EVALUATE & MONITOR CONDITIONS:** COLL, LLC evaluates conditions and makes necessary changes to routine maintenance of all commons areas as needed to ensure beauty and functional conditions for members; to ensure water conservation; and to provide for the timely removal of pine needles, pine cones, leaves, branches and lawn clippings. This continual evaluation includes alerting TVHOA to storm and vehicular damage; fencing repairs that are needed; and other issues COLL, LLC identifies.

**GENERAL MAINTENANCE:** COLL, LLC is responsible for sprinkler/irrigation system maintenance and accuracy; cleanliness of commons; weed abatement; mowing and turf management. COLL, LLC is responsible for removing all debris accumulated during their weekly maintenance. Dump fees will be paid by TVHOA via an account with Deschutes Recycling. Annual Spring and Fall Cleanups and the hauling away of home owner yard debris will be covered in a separate section below.

**TURF:** Turf shall be mowed weekly to a height of between three (3) to four (4) inches, depending on conditions, time of year, etc. COLL, LLC & Commons Director may agree to change height.

Turf should be fertilized during the Spring and Fall, or at the mutual agreement between COLL and the Commons Director. All chemicals (fertilizer & herbicide) will be paid by TVHOA and available to COLL, LLC on the Ewing account. TVHOA will work with COLL, LLC to select available non-toxic alternatives to typical toxic herbicides like those found in the Products Compatible With Organic Landscape Management document, published by [beyondpesticides.org](http://beyondpesticides.org).

String trimming is required in tree wells and wherever mowing does not cover. COLL, LLC shall perform weed abatement in turf, tree wells, and along road edges.

**TOOLS, EQUIPMENT & SUPPLIES:** COLL, LLC will furnish all tools and equipment required to fulfill contract obligations. TVHOA will provide chemicals and irrigation parts via an account at Ewing Irrigation.

**IRRIGATION SYSTEM MAINTENANCE:** COLL, LLC is responsible for the oversight and operation of the commons irrigation system and all its zones and timers. Maintenance responsibilities listed below are included in the contract price at no additional cost. Major repair services or additions to the system will be pre-authorized by TVHOA, billed at \$50/hour and itemized in monthly invoices where necessary.

**Maintenance responsibilities include:**

- Conduct weekly water coverage and sprinkler function assessments, making adjustments as necessary to maintain effective, water-wise coverage throughout the irrigation season
- Minor repairs (sprinkler heads, timers, etc.) as needed (parts to be supplied via TVHOA's Ewing account)
- Plan improvements to water conservation, coverage and flow
- Manage season start-up including clearing lines of mud, controller function, timer settings and effective coverage
- Plan and execute Fall system blow-out and irrigation system shut down through coordination with Roats Water Systems and TVHOA

---

## Tillicum Village HOA Commons Landscape Maintenance Contract - 2025

---

**DEBRIS CLEANUP & HAULING:** COLL, LLC collects & hauls away all debris from commons grassy & natural areas (includes tree wells) throughout the contract term. TVHOA will pay for all dump fees via an account with Deschutes Recycling (account #429080 Tillicum Village HOA).

In addition to regular debris removal of common areas, COLL, LLC will also pickup and haul away debris piles put on the street by homeowners during specific dates during the Spring as agreed to by TVHOA and COLL, LLC. TVHOA may also request a Fall debris cleanup in lieu of other Fall maintenance activities.

**SNOW REMOVAL:** COLL, LLC will perform snow plowing on ALL streets within Tillicum Village when snow has accumulated to 3+ inches and upon authorization by the Commons Director or Board President. Depending upon forecast, TVHOA may elect not to plow when 3 inches have accumulated.

**ADDITIONAL (BEYOND BASIC) SERVICES:** COLL, LLC may agree to perform additional services for TVHOA as agreed to by both parties.

### Contract Specifications

#### COMPENSATION:

COLL, LLC will be paid \$7,000 per month for a total compensation of \$70,000 over 10 months (equal payments) from February 1<sup>st</sup> through November 30<sup>th</sup>, 2024, invoiced at the end of each contract month. Contract price is based on a 32 person-hour week average throughout the year. COLL, LLC will cover all requested services as defined by month in the attached Scope of Work spreadsheet. COLL, LLC has offered to fix this contract price for 3 years (2024, 2025, 2026) without increase if TVHOA starts to pay for dump fees (as stated above).

Services or scope of work can be modified at any time through mutual agreement by TVHOA and COLL, LLC, either within the contract price or for extra compensation if requested services fall outside the services defined in this contract.

The following services are included in the monthly contract fee (within contracted person-hours):

- Activation of irrigation system
- Winterizing of irrigation system
- Debris Removal
- Spring & Fall cleanups
- Labor for irrigation maintenance
- Labor for spraying and fertilizing
- Limbing of trees to 6' clearance or upon request of HOA
- Thinning or pruning of shrubs in beds or tree wells at HOA discretion
- String trim & maintenance for fire fuel reduction along irrigation canal
- Debris removal (landfill dump expenses are paid for by TVHOA via an account at Deschutes Recycling)

**SNOW REMOVAL:** Snow removal will be invoiced at \$160 per inch with a 3" minimum for a total of \$480 per 3" of snow. All Tillicum roads will be plowed.

**Tillicum Village HOA Commons Landscape Maintenance Contract - 2025**

---


**COMMUNICATION:** All communication shall be through the TVHOA Commons director or TVHOA Board President. It is expected that both COLL, LLC and TVHOA representatives will be available and respond timely to email, text messaging and phone calls.

**DISPUTE RESOLUTION:** In the event of any controversy or claim arising out of or relating to this contract, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If they do not reach settlement within a period of 30 days, then either party may, by notice to the other party terminate this agreement.

**SIGNATURES**

  
\_\_\_\_\_  
Jason Williams, COLL, LLC

9.8.24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dick Arrington, TVHOA Commons Director

9-9-24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dirk Benson, TVHOA Board President

9-10-24  
\_\_\_\_\_  
Date