



BK Property Management, LLC
 N6734 Wisconsin Pkwy
 Delavan, WI 53115
 262.215.8545

Bielinski Management

September 10, 2017

PROJECT: FAIRWINDS

PROPOSAL FOR 2018 MAINTENANCE

1. Mowing per specification, per week	25 weeks	\$315.00/wk	\$7,875.00
2. Spring Clean Up	1 LS	\$475.00	\$475.00
4. Fall Clean Up	1 LS	\$425.00	\$425.00
5. Bed Care	1 LS	\$525.00	\$525.00
6. Power Edging/Mulching	1 LS	\$2,200.00	\$2,200.00
7. Fertilize weed control, per application	3 applications	\$400.00/ea	\$1,200.00
8. Herbicide, per application	2 applications	\$400.00/ea	\$800.00
9. Pruning	1 LS	\$500.00	\$5,00.00
10. Storm water annual mowing	1 LS	\$450.00	\$450.00

Total Cost for Season: \$14,550.00 plus tax

Total will be billed in (8) equal monthly payments of \$1,818.75 + tax per month

Payment due 10 days after monthly invoice billing date. This proposal may be withdrawn by us if not accepted within 30 days.

As required by the Wisconsin construction lien law, landscaper hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned landscaper, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the landscaper, and should give a copy of each notice received to the mortgage lender, if any. Landscaper agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

All permits required are the responsibility of the owner. Fines or fees resulting from this requirement are to be paid by owner.

All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will become an extra charge over and above the proposal. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

****See Addendum A which is attached hereto and incorporated herein.****

Customer Signature: _____

Date: _____

3/5/18



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PROPOSAL

Bielinski Management
Attn: Tim Voeller

September 10, 2017

PROJECT: FAIRWINDS

PROPOSAL FOR 2018-2019 SNOW REMOVAL

1. Perform snow removal per specifications. Areas to be cleared and lightly salted after 2" minimum or more snow fall. Snow to be plowed onsite with truck or skidsteer. Price is based on 60" snowfall total per season.

Total Cost per Season: \$3,775.00

2. If more than 60" of snowfall occurs, plowing and salting will be billed on a per hour, per machine basis:

Additional Salting	\$0.20 per pound
Plow Truck	\$60.00 per hour
Skidsteer	\$60.00 per hour
Backhoe/Loader	\$90.00 per hour
Quadaxle (to haul snow offsite)	\$75.00 per hour

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****See Addendum A which is attached hereto and incorporated herein.****

Customer Signature:  Date: 3-5-18

Addendum A

This Addendum A to the Landscape Management Contract and/or Snow Removal Contract ("Contract") is hereby incorporated into the Contract to which it is attached and such Contract shall incorporate the terms and conditions contained on the attached Map and Proposal for 2018/2019 Landscape Maintenance & Snow Clearing (collectively, the "Map and Specs") and in the event of any conflict, the Map and Specs shall control and prevail.

Signatures:  3/5/18
Association Representative Date

 3/20/18
Contractor Date

Proposal for 2018/2019 Landscape Maintenance & Snow Clearing

Property Location: **Fairwinds, Mukwonago**
I-43 to exit #43, north on Hwy 83, west on Hwy NN to Fairwinds

Contact Persons: Tim Voeller
262.574.4053
tvoeller@bielinski.com

Billing Address: 1830 Meadow Lane, Suite A
Pewaukee, Wisconsin 53072

Fax Number: 262.547.6331

This property includes the following "general" features, which need to be maintained:

- X Outlots: **2,3 and 4**
- X Public Sidewalks: **Sidewalks that abut outlots**
- X Other: **walking paths**

Attached is a map of the property.

Dear Contractor:

Bielinski Management on behalf of the Fairwinds Homeowners Association ("Customer") is seeking competitive bids for the 2018/2019 Landscaping Maintenance and Snow Removal Season. We are requesting proposals to include the following terms and/or services:

- All proposals must be back to the Bielinski Management office no later than September 22, 2017.
- All services described on the specifications are to be performed in a professional manner, with the end result completed as agreed between the Association and the Contractor.
- All employees of contractor will be in appropriate uniform at all times while on site.
- Contractor will supply adequate business liability and workers compensation insurance prior to contract being signed. The insurance policy shall name the Association as an additional insured. The Association will not accept any proposals based on subcontracting. The Contractor shall keep and retain the coverage limits provided during the entirety of the contract.

Proposal for 2018/2019 Landscape Maintenance & Snow Clearing

The Landscape Maintenance Season shall begin on
April 1, 2018 and conclude on November 30, 2018

- **Please quote: Twenty-five (25) weekly lawn cuttings throughout the season for the weekly cuttings and the three (3) rough mowings, as shown on the maps, which include:**
 - Cutting shall be performed every 5-10 days in accordance with the weather for the weekly cuttings as shown on the map and for the rough mowing (Open Space Area if illustrated on the map) – three (3) times per growing season from June 1st to September (approximately every 6 weeks or approximately 6/6, 7/26 and 9/6), the sideslopes of the stormwater drainage feature should be mowed to control weeds and the visual appearance of the neighborhood. As a note; low grass may encourage geese therefore the mowing frequency should be adjusted if geese become an issue.
 - Trim around all sidewalks
 - Remove clippings from all pavements after every cutting
 - Remove debris such as paper, cans, small branches, etc.
 - Please also quote: cost per Lawn Cutting for weekly cuts and cost per Rough Mowing
 - THE ANNUAL ROUGH CUTTING FOR THE NATIVE AREAS AS SHOWN ON THE MAP SHALL BE SCHEDULED BY BIELINSKI DEVELOPMENT –PLEASE INCLUDE ONE IN YOUR QUOTE.

- **Spring clean up of lawn areas and plantings which include the following:**
 - Rake up all debris from snow plows
 - Rake out leaves and debris from under all trees, shrubs, planters, etc.
 - Rake up all leaves, sticks, and debris away from lawn areas
 - Clean up all parking areas and walkways
 - Haul away debris
 - Trim perennials and ornamental grasses as needed.

- **Fall Clean up which will include the following:**
 - Clean up bark beds, rock areas, lawn areas, parking areas, etc. including removal of fallen leaves on property. This process is to be done in combination with the last three lawn cuttings of the season.
 - Trim perennials and ornamental grasses as needed. This shall be done while being careful not to disturb any landscaping that should be left for winter interest.
 - All thistle and weeds within the outlots should be sprayed with 2-4-D or similar product.

- **Bed Care:**
 - Manual weeding by properly trained and supervised staff of bark beds, rock areas etc.
 - This shall include at least one manual pulling of the weeds per month. In addition, it also includes chemical treatment of weeds in cracks of drives, roadways, and sidewalks.

- **Power Edging/Mulching:**
 - Power edging to be done once on walkways and planting beds. Mulch shall be turned in spring to provide for a fresh look.

Proposal for 2018/2019 Landscape Maintenance & Snow Clearing

- **Three Applications of Fertilizer/Weed control to consist on the Weekly Cutting Areas Only at least the following:**
 - Early spring application...balanced fertilizer, crabgrass control
 - Summer application...as slow released balanced fertilization
 - Fall application...specially blended, end of season winterizer
 - Each application will provide one lb/thousand sq. ft of a slow released balanced fertilizer.

- **Herbicide Application on the Weekly Cutting Areas Only:**
 - Spring and early fall liquid application of herbicide to control broadleaf weeds shall be applied.
 - Post spraying of weeds will be done between applications in priority areas in order to maintain a clean appearance.

- **Contour Pruning:**
 - Two hedge trimmings/prunings of all shrubs/trees less than 15ft tall and haul away debris (mid to late spring and late summer). Each time pruning is done; it shall be completed in a reasonable 2-3 day period. Contour pruning shall be done to give each shrub/plant an individual and distinct "groomed" appearance.
 - Pruning shall be done in accordance with specific flowering and growth patterns. For example, proper timing should be used to ensure that spring blossoming bushes are not pruned while in fresh bloom.

- **Stormwater Areas Care:**
 - As part of Spring Clean Up and Fall Clean Up, the contractor shall walk the perimeter of all ponds and drainageways/swales and remove any and all debris located therein.
 - All weekly mowing around ponds shall consist of mowing to the waters' edge. The only material that should be allowed to grow around the edge are cattails. Any and all tree growth around the pond edge, berms, overflow weirs and/or forebays shall be cut and removed. Weekly mowing shall also include the removal of all grasses and weeds in an area that is at least 3 feet around the concrete inlet structures, weirs and rip rap outfalls by the ponds. These areas may be sprayed with Round-Up as needed but at least once a year.
 - All Annual Mowings of the pond area shall include the removal of all tree and other growth from around the pond to the waters' edge.

- **Conditions:**
 - At all times this is a contract between the Board of Directors for the Association and the Contractor. As such, any additional feedback, instruction or work orders shall come in writing from the Board of Directors or from the Association Manager. The contractor and their employees shall refer all concerns to the Association Manager or Board of Directors for review and shall not engage in conversation with Unit owners while on the premises with regard to these matters.
 - The following items will be reported to the Contractor in writing as soon as they become apparent. A written response and corrective action will be carried out within two weeks of the notification date:
 - Damage to property caused by negligence of Contractor
 - Failure to perform under contract

Proposal for 2018/2019 Landscape Maintenance & Snow Clearing

- Work orders for needs outside of the scope of this contract (such as landscape replacement)

**The Snow Clearing Season shall begin on
December 1, 2018 and conclude on March 31, 2019**

- **Services.** Contractor will mechanically remove snow accumulations with plowing equipment or other equipment selected by contractor sufficient to perform the contracted services in the proper and efficient manner consistent with industry standards. At all times the snow shall be removed in a manner, which provides for the greatest clearance while minimizing damage to underlying turf or structure. To assist in achieving this specification, the contractor shall set and remove snow stakes.
 - Snow Plowing/Blowing. Snow plowing/blowing consists of pushing snow accumulated on Sidewalks at the Association listed on page one of this document to an area designated by the Association or to an area selected by the contractor if no area is designated. Unless specified otherwise, a light salting will occur after each plowing to minimize additional accumulation. The trigger depth is two inches.
 - Service Intervals. Snow plowing will commence if the snow reaches two inches in depth, excluding drifting. Sidewalks shall be cleared within at least twelve hours after the snowfall has stopped.
 - Salt Applications. White pot ash (for sidewalks) and salt applications will be done in accordance with weather conditions at the time of snow removal. A light salting shall generally be applied after every plowing to minimize additional accumulation of snow and ice.
 - Snow Removal. Snow removal consists of removing the snow accumulations to a dumpsite selected by the Contractor. This service is only to be done by written request of the Association, which shall be an additional charge.
 - Snow Relocation. Snow relocation consists of moving accumulated snow on the premises to an alternate site on the same property.
- **Price.** All prices will be as summarized on the last page of this contract.
 - Included. "Snow Clearing" shall include snow plowing/blowing as defined in paragraph a, at service levels described in paragraphs listed above. In addition, the contractor shall repair **all turf damage caused by snow plowing/blowing as defined under snow plowing/blowing and all salt related damage, no later than May 1st. THE TURF REPAIRS SHALL BE DONE WITH SOD ONLY WITHOUT THE NEED FOR NOTICE FROM THE ASSOCIATION – NO EXCEPTIONS.**
 - Excluded. This price shall not include snow removal as defined under Snow removal above or snow relocation as described above.
 - The price is based on sixty inches of snow. Official measuring will be done at the nearest **local** airport or weather station. This monthly data with respect to the total number of inches, snow events and official measuring site shall be documented on each bill during the snow-clearing season.
- **Conditions.**
 - At all times this is a contract between the Association and the Contractor. As such, any additional feedback, instruction or work orders shall come in writing from the Board of Directors or from the Association Manager. The contractor and his employees shall refer all concerns to the Association Manager or Board of

Proposal for 2018/2019 Landscape Maintenance & Snow Clearing

Directors for review and shall not engage in conversation with Unit owners while on the premises with regard to these matters.

- The following items will be reported to the Contractor in writing as soon as they become apparent. A written response and corrective action will be carried out within two weeks of notification date:
 - Damage to property caused by the negligence of Contractor
 - Failure to perform under the contract
 - Work orders for needs outside the scope of this contract

Proposal for 2018/2019 Landscape Maintenance & Snow Clearing

Terms of the Contract

Cancellation of this contract is subject to fourteen days written notice by customer to contractor for non-performance of any term of this contract after notice thereof. Further, if Contractor fails to abide by any of the specifications contained herein, the Association shall have the right to withhold a reasonable amount of the Contractor's charges directly relating to such non-performed service with notice of same.

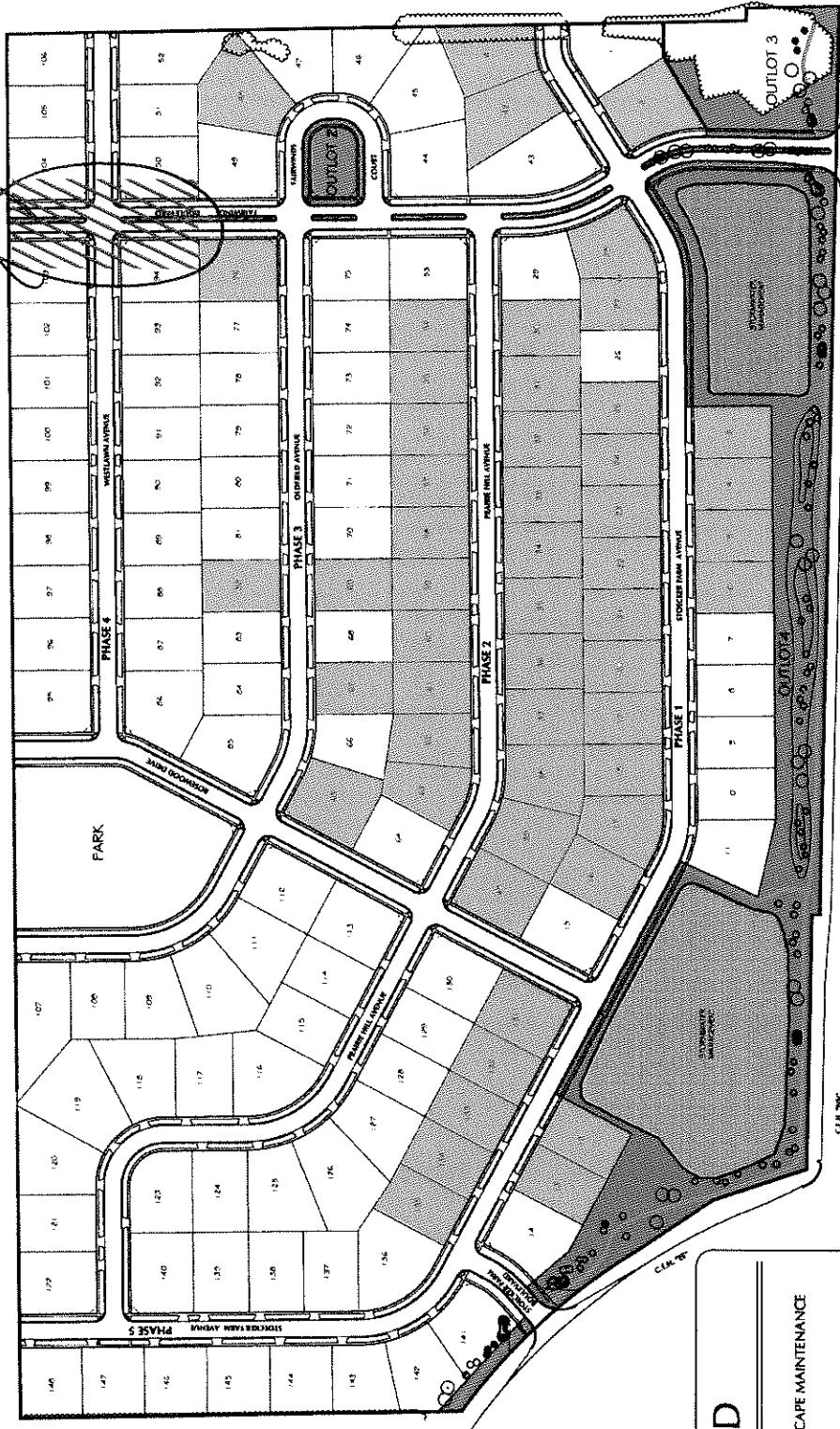
As stated on the first page of this document, the Contractor will supply and retain adequate business liability insurance.

The amount charged per month for Landscape Maintenance shall be based on the number of Outlots that are maintained in that month. It is the responsibility of the contractor to track the number of outlots that are to be maintained in the month and document this on the monthly billing statement.

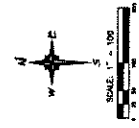
The amount charged per month for Snow Clearing shall be based on the "General Property Features" that are to be maintained. General Property Features include walkways, driveways, private drives and sidewalks-as depicted on map.

An executive officer of Contractor shall be present at the Customer's Annual Meeting held on the 2nd Tuesday of March of each year to answer questions about the landscaping maintenance and snow removal. If such executive officer fails to be present at such meeting, customer shall be entitled to a credit equal to \$500 off contractor's invoice to customer immediately following such meeting date.

FAIRWINDS



FAIRWINDS
 HOME OWNER'S ASSOCIATION MAP
 VILLAGE OF MILWAUKEE, WISCONSIN
 PROJECT NO. 100-100-100-100-100
 DATE: 10/23/09
 SCALE: 1" = 100'
BIELINSKI homes
 4800 10th Ave. S., Minneapolis, MN 55410 (612) 241-4801



LEGEND

- COMMON SPACE LANDSCAPE MAINTENANCE
- POND MAINTENANCE
- WALKING PATH
Weekly Mowing as needed
- HOUSE BUILT (as of 10/23/09)

Snow removal includes all sidewalks that abut outlots

- Two areas along Fairwinds Boulevard
- Sidewalk around outlot 2 on Fairwinds Court
- Two areas along Stocker Farm Avenue
- Two areas along Stocker Farm Boulevard

