

CRAFT FARMS LANDSCAPE SERVICE CONTRACT

This Contract is between Mack's Landscaping and Lawn Care LLC (Bidder) and the Craft Farms Property Owners' Association (CFPOA) (Owner). This contract provides for the total scheduled lawn and landscape maintenance services for:

1. The common areas and residential lots with homes (full service villages) for the village of Cypress Gardens.

There are currently 14 homes and 33 vacant lots in Cypress Gardens. As additional homes are completed, the contract invoicing will be adjusted on the basis of the cost per visit for one home times the number of visits remaining in the current annual period.

The term of this contract is just over two (2) years and begins on November 1st, 2018 through December 31th, 2020.

The Cypress Gardens Village Representative will be responsible for administering this contract on behalf of the CFPOA Board of Directors and CFPOA Landscape Committee. The CFPOA one person contact is the Cypress Gardens Village Representative.

Common area is the reference to the entire city's dedicated right of way (R.O.W.) and the platted parcels known as common area. Common areas include entrances. Entrances include landscaped areas plus the area around the landscaped areas. For entrances on public roads, the area includes the ditch and right of way between the entrance and the road. The area maintained inside entrances includes but is not limited to the landscaped area, the sections around the landscaped area, and a strip on each side of the road from the entrance to the first residential lot. Other common areas include street islands, boulevards, well areas and areas agreed on in this contract. Common areas will be maintained similar to residential lots. Common areas for the District and villages are depicted on **Attachment B** of this Contract.

The contract provides for 35 service visits each year to each area. The 35 visits are to be scheduled as follows: One in January, one in February, three in March, weekly in April through September, two in October, one in November and one in December. Should there be substantially more or less than 35 visits per year, the parties agree to negotiate the appropriate compensation or refund based on a cost per visit calculation. The cost per visit is a calculated cost based on the annual cost divided by 35.

Additional service visits may be requested by the CFPOA Grounds Chairperson for all villages or individual villages at the cost per visit. The cost per visit is a calculated cost based on the annual cost divided by 35.

The Costs for these services is shown on Attachment A.

SCOPE OF WORK -

Scheduled services include but are not limited to the following:

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1. **Work Hours Restriction:** No work shall begin before 8:05 AM local time for Gasoline powered equipment. 7 AM local time for battery powered equipment. Landscaping services are to be minimized on Saturday and Sunday.
2. **Mowing:** Turf shall be mowed to a height as turf type and conditions dictate. Mower blades shall be kept sharp to prevent shredded grass tips. Mower decks shall be kept level in accordance with manufacturer specifications and tires shall be kept properly inflated to produce a clean, even cut. Mowing stakes are in certain areas to separate golf course from CFPOA. Otherwise natural ground line, such as lakes, trees and ditches define limits of mowing.
3. **Edging:** Edging of sidewalks, curbs, streets, flowerbeds and trees will be completed each visit. Blowers will be used to clean sidewalks, curbs and streets of organic materials caused by mowing and edging. Excessive debris, including fallen limbs and branches shall be removed. Debris will not be blown onto patios, into storm sewers or left in streets. Edging is required for all sidewalks, curbs and streets in common areas for all villages each service visit. For Full Service Villages, additional edging along driveways, patios and shrubbery areas is required each service visit.
4. **Pruning:**
 - a. **Shrubs:** All shrubs shall be pruned to remove dead and damaged wood. Pruning will be done as needed during the growing season to maintain a neat appearance. Hawthorns, Azaleas, Camellias, Carnations, etc. will be pruned annually after they have bloomed. Pruned material that is not mulched shall be disposed of by the Contractor. Pruned material which is mulched may be blown into shrub beds unless the beds are foundation plantings (those that attract termites). NOTE: This contract contains option pricing within *Attachment A* for the collection and disposal of mulched and un-mulched clippings. The intent of this requirement is for the contractor to produce and leave a generally "well kept" appearance by raking (or otherwise collecting) and disposing of clippings. A "well- kept" appearance does not mean 100% of the material must be collected and disposed of. A subjective target range of 90% is desirable.
 - b. **Trees:** All trees shall be maintained so that no branches or limbs overhang sidewalks, roadways or parking areas lower than ten (10) feet from the ground. All sucker growth from the base of the trees and from the trunks shall be removed weekly or as necessary to maintain a clean appearance. Crepe Myrtles will require the pruning of the lower branches only. Pruned material shall be disposed of by the Contractor.
 - c. **Ornamental Trees:** Ornamental trees such as Wax Myrtles, Hollies, Ligustrum, etc., shall be pruned as necessary (as a minimum pruned in April, July and October). Pruned material shall be disposed of by the Contractor.
 - d. **Hedges:** In early spring and early fall corrective pruning of all hedges shall be provided. Decorative hedges will be pruned to a height and width of 30" to 42" as conditions and appearance dictates. Privacy hedges will be trimmed to no less than 72" in height as conditions allow. Foundation planting will be pruned 18" - 24" from walls. All screen planting around electrical units and air conditioners will be kept 18" clear from the structure. Pruned material around the foundation of homes or other structures shall be removed. Pruned material that is not mulched shall be disposed of by the Contractor. The intent of this requirement is for the contractor to produce and leave a generally "well kept" appearance by raking (or

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otherwise collecting) and disposing of clippings. A "well kept" appearance does not mean 100% of the material must be collected and disposed of. A subjective target range of 90% is desirable.

5. **Leaf Collection:** On every service visit during the annual, major tree leaf shed periods, leaves shall be collected and disposed of leaving a "well kept" appearance. A "well kept" appearance does not mean 100% of the material must be collected and disposed of. A subjective target range of 90% is desirable. This requirement shall apply to residential lots within full service villages and all common areas.
6. **Weeding:** Turf, flower beds, shrubbery plantings, parking lot areas, curbs and gutters, driveways and park ways shall be maintained weed free. Weed free means no undesirable vegetation greater than 3 inches in height and no density greater than 1 plant per six-inch square. This will include the removal of any ground cover, vines or vegetation that is growing at the foundation of any house or other structure and is encroaching on the structure. Material shall be disposed of by the Contractor.
7. **Policing of Grounds:** Each maintenance visit will include a general cleanup program. This will include, but is not limited to, removal of all debris including fertilizer bags and chemical containers on roadways curbs & gutters, drains, parking lots and sidewalks including all common areas. Material shall be disposed of by the Contractor. This section does not supersede other sections within the Scope of Work.
8. **Lakes:** Trimming the edge of common area lakes shall be provided as needed to keep a neat appearance. Lake edge trimming shall be performed at a minimum of every second service visit.
9. **Vacant Lots:** The Contractor will mow, edge, trim, police and blow vacant lots as authorized by CFPOA for \$ 35.00 each. There are currently 33 vacant lots in Cypress Gardens. These lots will be cut as necessary to maintain a neat appearance but no less than every 2 weeks during the growing season. Trimming includes trimming to the edge of the lake.
10. **Fertilizer and Chemicals:** Contractor will provide lawn fertilizer, shrub fertilizer and chemical products at their purchase cost. Contractor will invoice for labor, chemicals, pesticides and fertilizer. Invoices for product purchases will be attached to the contractor's invoice. Chemical, pesticide, fertilizer and fungus control will be applied on an as needed basis as recommended by MACK'S LANDSCAPING, Inc. approved by the Cypress Gardens Village Representative and the POA Grounds Chairperson. Labor and product costs will be submitted to the Cypress Gardens Village Representative for approval prior to the work being done.
11. **Debris Disposal:** All clippings will be removed from entries, driveways, patios and streets. Excessive clippings in and around shrubbery and hedges will be removed. Mulched clippings may be returned to flower beds except as prohibited elsewhere in this Contract. The intent of this requirement is for the contractor to produce and leave a generally "well kept" appearance by raking and disposing of clippings. A "well kept" appearance does not mean 100% of the material must be collected and disposed of.
12. **Damage to Irrigation System, Plant Material and Personal Property:** Contractor may be responsible for all damage to personal property, irrigation equipment and plant material caused by maintenance procedures/personnel. Contractor shall notify the Property Manager (Ms. Cindy Woodson) as soon as possible after damage occurs. All repairs and service will be performed by the CFPOA unless otherwise authorized

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by the CFPOA Grounds Chairperson. The Cypress Gardens Village Representative along with the CFPOA Grounds Chairperson shall make the determination as to responsibility on a case by case basis. All material and labor expenses may be billed to the Contractor.

13. **Change Orders:** The CFPOA may, with the approval of the Bidder, issue general directions within the general scope of any services to be performed. Such change (the Change Order) may be for additional work or the Contractor may be directed to change the direction of the work covered by the Change Order. No change will be allowed unless agreed to by the Contractor and the CFPOA in writing.
14. **Indemnification:** The contractor agrees to hold harmless and indemnify the CFPOA against any and all claims, suits, damages, cost or legal expense resulting from action, inaction, conduct or negligence of the Contractor, his personnel, or subcontractors.
15. **Cancellation:** The CFPOA reserves the right to cancel the contract by giving a 30-day written notice.
16. **Invoicing:** Invoicing will be on a calendar month basis and will be at the rates shown on the applicable Monthly Cost column of *Attachment A*. This invoicing may be submitted to CFPOA as early as the 15th of the month being billed but will not be paid until after the last day of the billing month. Since monthly invoicing is based on 1/12th of the annual contract amount, in the event the contract is cancelled or modified a refund or payment will be made based on the actual number of service visit accomplished up to the date of the cancellation or modification.
17. **Significant Events:** In the event of a significant event such as a hurricane, tropical storm, or other such event requiring extensive debris clean up, removal, and disposal, the parties agree to negotiate fair compensation for this additional work.

HOMEOWNER COMPLAINTS

In the event a resident has a complaint regarding the quality of work, the resident will contact the Property Manager (Ms. Cindy Woodson) via email or by phone. The Property Manager will immediately contact Mack's Landscaping by text, and the Cypress Gardens Village Representative and CFPOA Grounds Chairman. MACK'S LANDSCAPING will contact the resident directly within 24 hours. After the issue is resolved, MACK'S LANDSCAPING will text (or call) the Property Manager to indicate that the problem is resolved.

WORK DONE FOR HOMEOWNERS

Residents can request MACK'S LANDSCAPING to perform additional services not within the scope of services provided by MACK'S LANDSCAPING. This could include irrigation repair, additional shrub trimming, plant removal and replacement and/or fertilizing. In the event a resident requests MACK'S LANDSCAPING to such perform this additional work, MACK'S LANDSCAPING will negotiate such work directly with the resident and be paid directly by the resident.

OTHER NOTICES

1. **Insurance:** The Contractor shall maintain throughout the period of this agreement the following types and minimum amount of insurance:

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- a. Worker’s compensation and employer’s liability insurance, as required by law, covering all of its employees who perform any of the obligations of the bidder under this contract.
 - b. Public Liability insurance covering all operations under the contract shall have limits for bodily injury or death of not less than \$1 million each occurrence, and \$1 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.
 - c. Automobile liability insurance on all motor vehicles used in connection with the contract, whether owned, non-owned, leased, or hired shall have limits for bodily injury for death of not less than \$300,000 per person and \$300,000 each occurrence and property damage limits of \$300,000 for each occurrence. A single limit of \$300,000 for bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.
 - d. The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner. The Bidder shall cause the Owner (CFPOA P.O. Box 1187, Gulf Shores, AL 36542) to be named as an “Additional Insured” on all policies of insurance required in section B and C of this section. The bidder shall furnish a certificate evidencing compliance with forgoing requirements to the Owner.
 - e. The Bidder will provide written notice to the Owner of any cancellation or material change in the insurance within 30 days of any such change.
2. **Independent Contractor:** The Bidder shall perform the work as an independent contractor, not as a sub-contractor, agent, or employee of the Owner. Upon acceptance of this proposal, the Bidder shall be the Contractor and all references in this proposal to the Bidder shall apply to the contractor.

Attest: _____ (Bidder) Date: _____

Mack’s Landscaping and Lawn Care, LLC

Attest: _____ (Owner) Date: _____

President, Craft Farms Property Owner’s Association

Attest: _____ (Owner) Date: _____

Secretary, Craft Farms Property Owner’s Association

Attest: _____ (Owner) Date: _____

Cypress Gardens Village Representative, Craft Farms Property Owner’s Association

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Attachment A

Mack's Landscaping and Lawn Service LLC for 11/1/18 through 11/30/20

Full Service Villages

	<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>	<i>Column 5</i>
Description	Monthly Unit Cost	Monthly Total Cost	Annual Cost	Cost Per Visit	Cost per Visit for 1 home
<u>Cypress Bend</u>	-	-	-	-	-
14 Homes	\$100.00	\$1400.00	\$16,800.00	\$480.00	\$34.29
Common Area	-	<u>\$500.00</u>	<u>\$6,000.00</u>	\$171.43	-
Total	-	\$1,900.00	\$22,800.00	-	-
Total for Cypress Bend		\$1,900.00	\$22,800.00		

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Attachment B

