

CRAFT FARMS LANDSCAPE SERVICE CONTRACT (Annotated)

NOTICE AND INSTRUCTIONS TO BIDDERS

This Contract is between _____ (**BIDDER**) and the **CRAFT FARMS PROPERTY OWNER'S 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) of the villages of Cypress Gardens, Pinehurst, St. Andrews and St. Andrews East.
2. The common areas of the villages of Cypress Bend, Glen Eagles, Prestwick, Royal Glen, The Estates and Turnberry.
3. The District common areas.
4. The term of this contract is two (2) years and begins on January 1, 2016 and ends on December 31, 2017.

The CFPOA Board of Directors is responsible for administering this contract. The CFPOA one person contact is the CFPOA Grounds Chairperson.

Common area is the reference to the entire city's dedicated right of way (R.O.W.) and the plated 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.

Exception: That portion of the common area comprised of dedicated (City) or non-dedicated (Private) road right-of-way, which lies between a property line of a developed lot (a lot with a home on it) and the curb does not require mowing nor pruning or trimming of shrubs or hedges within the scope of this contract. Notwithstanding, mowing and all other services, except pruning and trimming, are required within the foregoing described space (approximately 13' behind the curb for a 50' right-of way) for any undeveloped lot. This exception only applies to the non-full service villages of Cypress Bend, Glen Eagles, Prestwick, Royal Glen, The Estates and Turnberry.

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.

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.

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SCOPE OF WORK

Scheduled services include but are not limited to the following:

1. **Work Hours Restriction:** No work shall begin before 8:05 AM local time.
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 so as 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:**
 - . **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).
 - . **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.
 - . **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.
 - . **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.
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

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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 parkways 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 West Beach Realty for \$_____ each. 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 _____ and approved by the POA Grounds Chairperson. Labor and product costs will be submitted to the CFPOA Grounds Chairperson 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. NOTE: This request for proposal 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 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 CFPOA Grounds Chairperson as soon as possible after damage occurs. All repairs and service will be performed by the CFPOA unless otherwise authorized by the CFPOA Grounds Chairperson. 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 Contractor, 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

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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 if the service received should become unsatisfactory.

Note to reader: This is an annotated version of the 2016 – 2017 Craft Farms Landscape Service Contract awarded to each contractor. It is intended to assist Village Representatives and other interested parties with an understanding of the work to be provided by the contractor. Annotations include removal of provisions within the Notice and Instructions to Bidders that have no bearing on the scope of work to be performed, inclusion of any work related Addendums issued prior to Proposal submission by the contractor and removal of pricing.

