

Pinehurst Village Contract

This Contract is between **Logan's Landscape Maintenance, LLC (Contractor)** and the **CraftFarms Property Owners' Association (CFPOA)** This contract provides for the total scheduled lawn and landscape maintenance services for:

- The common areas and residential lots with homes (full-service villages) for the **Village of Pinehurst**. There are currently 8 Townhomes, 33 Patio Homes, and 4 homes on double lots
- The southern entrance to Pinehurst at County Road 4
- The Common areas as noted in Attachment 1. This includes maintaining the banks of Common Areas that adjoin lakes.

The Pinehurst Village Representative (PVR) will be responsible for administering this contract on behalf of the CFPOA Board of Directors and CFPOA Landscape Committee.

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, street islands, well areas and areas agreed on in this contract. Entrances include landscaped areas plus the area around the landscaped areas.

Common areas will be maintained similar to residential lots.

The **term of this contract** is for one (1) year, and begins on January 1, 2023 through December 31, 2023.

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 PVR at the cost per visit. The cost per visit is a calculated cost based on the annual cost divided by 35. In the event a partial or special service is required (for example, additional leaf pickup) that service will be negotiated at a cost agreed to by both parties

The Costs for the Annual Services are shown on Attachment A.

SCOPE OF WORK

Scheduled services include but are not limited to the following:

Work Hours Restriction: No work shall begin before 8:05 AM local time for gasoline powered equipment and 7:00 AM local time for battery powered equipment. Landscaping services are to be minimized on Saturday and Sunday.

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. Grass will be left high enough to self-shade. The grass shall not be scalped.

Mower decks shall be kept level in accordance with manufacturer specifications and tires shall be kept properly inflated to produce a clean, even cut and to prevent making ruts in the lawn. Mowing stakes are in certain areas to separate golf course from CFPOA. Otherwise, natural ground lines, such as lakes, trees and ditches define limits of mowing.

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, leaves, fallen limbs and branches shall be removed. Debris will not be blown onto patios, into storm sewers and lakes or left in streets. Edging is required for all sidewalks, curbs and streets in common areas for each service visit. Additional edging along driveways, patios and shrubbery areas is required each service visit.

Pruning:

- a. **Shrubs:** All shrubs shall be pruned to remove dead and damaged wood. Pruning will be done as needed, especially Eleagnus, 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). 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.

- 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 heights conditions allow. Foundation planting will be pruned 15" - 18" 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 otherwise collecting) and disposing of clippings.

Leaf Collection: On every service visit during the annual major tree leaf shed periods, leaves shall be mulched or collected and disposed of leaving a "well kept" appearance.

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

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.

Fertilizer and Chemicals: Contractor **shall not** apply fertilizer or pesticides. The Contractor may recommend the application of fertilizer or pesticides, but the CFPOA will contract with a certified and licensed operator for the application if needed.

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 PVR as soon as possible after damage occurs. All repairs and service will be performed by the CFPOA unless otherwise authorized by the PVR. The PVR shall make the determination as to responsibility on a case-by-case basis. All material and labor expenses may be billed to the Contractor.

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 covered by the Change Order. No change will be allowed unless agreed to by the Contractor and the CFPOA in writing.

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 sub-Contractors.

Cancellation: The CFPOA reserves the right to cancel the contract by giving a 30-day written notice.

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 / 12 th (one twelfth) the annual contract amount, in the event the contract is canceled 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 notification.

Significant Events: the event of a significant event such as a hurricane, tropical storm, or other Act of God 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 PVR by email or phone. The PVR will immediately contact the Contractor, preferably via a text message. The Contractor will contact the resident directly within 24 hours. After the issue is resolved, the Contractor will text (or call) the PVR to report that the problem is resolved.

WORK PERFORMED FOR HOMEOWNERS

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

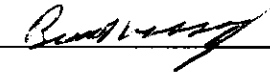
OTHER NOTICES

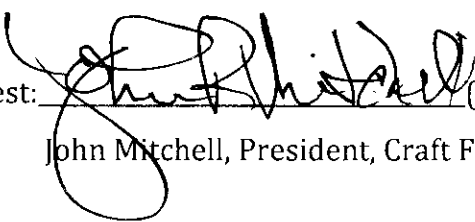
Insurance: The Contractor shall maintain throughout the period of this agreement the following types and minimum amount of insurance:

- a. Worker's compensation and employer's liability insurance, as required by law, covering all its employees who perform any of the obligations of the Contractor 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 CFPOA. The Contractor shall cause the CFPOA, P.O. Box 1187, Gulf Shores, AL 36547) to be named as an "Additional Insured" on all policies of insurance required in section B and C of this section. The Contractor shall furnish a certificate evidencing compliance with forgoing requirements to the CFPOA.
 - e. The Contractor will provide written notice to the CFPOA of any cancellation or material change in the insurance within 30 days of any such change.
2. Independent Contractor: The Contractor shall perform the work as an independent Contractor, not as a sub-Contractor, agent, or employee of the CFPOA.

CRAFT FARMS LANDSCAPE SERVICE CONTRACT FOR PINEHURST VILLAGE

Attest:  (Contractor) Date 2-21-23
Brooks Curry

Attest:  (CFPOA) Date 2/24/23
John Mitchell, President, Craft Farms POA

Attest: Cynthia Tunnell (CFPOA) Date 2/21/23
Cynthia Tunnell, Secretary, Craft Farms POA

Attest: _____ (CFPOA) Date _____

Attachment B



