



**SunnyGrove Landscape & Irrigation
Maintenance, LLC**

P.O. Box 347
Estero, Florida 33928
(239) 992-1818 Fax: (239) 992-3564

**Landscape Management Services Specifications
and Proposal**

For

**Terra Walk at Babcock Ranch Homeowners
Association
Common Areas Phase 1
Quartz Drive
Babcock Ranch, FL 33982**

Written: 7-22-2023

MAINTENANCE OPERATIONS

General Duties

- An Account Manager will maintain a means to be available to complete a physical property inspection and review with the Property Manager as needed; be available to meet with executive, administrative, or other company personnel connected to the project as needed; be available to answer questions, and respond to requests for service, in relation to the project in a timely manner; and provide detailed reports to the Property Manager outlining work progress.
- Litter and debris pickup will be removed in all responsible areas including medians, sidewalks, nature trails, and around holding ponds
- All machinery and tools will be cleaned and serviced daily
- This contract was formulated before any material was on site. This was done with a plan we were provided by Bruce Mellon and the landscape installation team at Sunnygrove. As material and sod is installed, we may have to review and make changes to this contract for what is installed. This was formulated for budgetary reasons and will be reviewed and adopted as material is installed.

Routine Services and Lawn Maintenance

- Routine Services and Lawn Maintenance to follow provided schedule:
 - o **Turf Areas - 42 Total Services**
 - November – March: Bi-Weekly Services
 - April – October: Weekly Services
 - Additional Mowing or labor will be charged at \$75.00/Man hr per request.
 - o **Bahai Areas – 18 Total Services**
 - November-March- 1 time a month mowing.
 - April-October- 2X a month mowing.
 - Additional Mowing or labor will be charged at \$75.00/Man hr per request.
- All turf in developed responsible areas will receive complete lawn maintenance, including mowing; edging curbs and walks; trimming around trees, posts, lights, etc.; and blowing off hard surfaces.
- Hard/Soft Edging: To maintain nice healthy turf along hard and soft edges the schedule will follow this schedule:
 - Hard edging one service, next service soft edging. This is to let the turf keep a nice healthy thick border on all edges of turf grass areas.
- This agreement includes blowing of ground level breezeways throughout the community at time of routine services.
- The following standards will apply to lawn maintenance operations:
 - o Mower blades will be sharpened weekly.
 - o Turf will be maintained at the following heights:
 - St Augustine, Floratam – 4"
 - o Mowing patterns will be adjusted for each service, where applicable, so as to avoid rutting and tire marks.
 - o Small medians, hills, and slopes will be maintained with smaller equipment and/or string trimmers so as to avoid scalping or damage from mower frames.
 - o Use of mulching blades will be employed where applicable to avoid extensive thatch build up.
 - o All clippings will be blown back into turf areas and will be directed away from streets, curbs, and storm water catch basins
 - o Any weather events that require no service for a scheduled day, that day will be made up on that Saturday. If there are multiple days of inclement weather, the management company, the board and Sunnygrove will come up with an agreeable service make up schedule to complete the work.

Ornamental Bed Maintenance

- Bed Maintenance to follow schedule of **10 Services** throughout year.
- Detailed operations will include pruning, removal of dead wood, and sucker removal.
- Beds will be hand weeded and/or treated with an appropriate herbicide to eliminate weeds
- **Ornamental grasses will be cut back 2x per year, in late spring and fall.**
 - o Pruning of grasses overhanging sidewalks and bed lines will be completed as needed or requested.
- **Trees/Shrubs** will be shaped and maintained in a manner appropriate to enhance the natural and/or intended form of the species. **Height of cut not to exceed 8' for trees and 12' for palms. Formal pruning of palms is not included in this contract and is recommended annually. Only what we can reach from the ground with a pole saw we will be able to trim. A ladder will not be used to trim trees or palms.**
- **The diameter of cut not to exceed 3" on all hardwoods.**

- **Ground covers** will be edged off curbs, sidewalks, and bed lines
- All **ornamental Shrubs** will be maintained and shaped in a manner appropriate to enhance the natural and/or intended form of the species.
- Vines, suckers, and undesirable vegetation will be removed from in and around planting beds
- The following standards will apply to all bed maintenance operations:
 - Pruning equipment and blades will be always maintained in safe working order and sharp.
 - Proper pruning cuts and techniques will be employed for the various species and situations
 - No clippings will be left on, in or around plant materials or trees
 - Larger limbs and debris will be removed from site
 - **Hard Cut Backs of plant material are not covered under this contract**

Fertilization

- Fertility will follow The Florida EPA Best Management Practices.
- Fertilization requirements of **Turfgrass** is included within this agreement and will be met through **3 applications** per year.
- Annual fertility requirements for **Ornamental trees and shrubs** will be met through **3 applications** per year.
- Annual fertility requirements for all **Palms, excluding Sabal Palmettos**, will be met through **3 applications** per year.
- Fertilizer will be applied at a rate of 1 pound of N and K per 1,000 square feet by means of a rotary spreader
- All plant material, seasonal plantings, turf and trees in developed areas will be treated with product recommendations from Sunny grove. Any areas not reacting as intended, a soil test will be taken to review adjustments or additions needed.
- The following standards will apply to fertilizer application:
 - Technicians will insure thorough coverage in turf and planting beds by slightly overlapping spreader patterns and "cross-spreading"
 - Excess fertilizer will be blown off streets, curbs, walks, and driveways
 - Fertilizer will be irrigated in after application
 - Excess fertilizer/dust will be washed or blown off plant material after application
 - MSDS Sheets will be provided for the chemical substances used for this process as requested

Integrated Pest Management (IPM) Inspection

- The quality and health of all turf, ornamentals, ground cover, and seasonal plantings will be maintained through the development and constant application of "integrated pest management" principles, or IPM
- IPM is a holistic approach in regard to landscape pest management through the constant and detailed monitoring of plant materials, pest population, acceptable thresholds, properly timed chemical controls, and quality cultural, mechanical, and sanitary practices in the landscape
- Our IPM Program will include a **monthly check** and monitoring report of all plant materials within the area of responsibility by our licensed PCO. Our Project Manager will provide a detailed report of this monthly check to the Property Manager

Pest Control

- Pest Control to follow a schedule of **6 visits** throughout the year.
- Surface feeding Insect and weed outbreaks that require chemical control measures will be handled by our licensed PCO and or technicians as needed and are included herein.
- **NOTE:** Specialty treatments, including, but not limited to; tree injection, systemic applications, sub-surface pests (grubs) and disease/fungus outbreaks are not included in this agreement. If aforementioned pests are noted during IPM inspections, a proposal will be provided. Work will only be executed following receipt of authorized proposal.
- All current standards in the EDIS/IFAS guidelines for sound horticultural practices will apply
- Fire ant mounds will be treated as an as needed basis based upon observations or request. To fully eradicate or keep a fire ant free turf grass area, a proposal for Topchoice Insecticide treatment will have to be presented for approval.
- Sedge control is included with our services. Sedge is a hard weed to keep eradicated. We offer suppression services only for this. If the community would like a full eradication program, a separate proposal will have to be presented for this service.
- Damage caused to turf by grubs and other sub terranean pests are not covered by any warranty or guarantee by Sunnygrove. Damage to turf occurs before any treatment can be applied for these pests. If the community would

like a preventative insecticide for grubs a separate proposal will be presented for this service. Just as a fyi, it is a very costly treatment and small turf replacement is much more economical.

- Any pest issues that arise, IE: caterpillars, Grubs, etc. Will be brought to the landscape committees' attention along with a remedy and quote for this issue.

Non-Selective Herbicide

- Herbicide applications will be made to all trees, beds and paved areas **12 times** per year.
- Ornamental Beds will be treated with an appropriate herbicide to eliminate weeds.
 - Herbicide applications will be made on days when the risk of drift or runoff due to wind and/or rain is minimal

Irrigation System Check

- Monthly check clock/controller for proper operation and system programming. **12 times** a year scheduled check of the system.
- Verify proper field wiring and valve operation from clock/controller
- Check each zone for line breaks, damaged heads or rotors, clogged nozzles, and misadjusted streams or spray patterns
- Identify any miscellaneous problems
- Any new landscape or irrigation request that are made may be subject to a \$90 irrigation service call to come a review the concern/new plant material.
- Sunny Grove has an after-hours emergency phone number. A separate Irrigation policies sheet will be presented and needs to be signed and on file for use of this number.
- Any pool decks, patio installs, driveway extensions, sidewalks, etc. that homeowners install and the work is not done correctly. The HOA will pay Sunny Grove to repair the system to work and operate as designed. The HOA will be liable to collect the money from the homeowner for the repairs.
- Sunny Grove will adhere and schedule all our programs to adhere to any and all state or local watering restrictions. Any request to program outside of the water restriction all liability will fall on the association for this request. During these restrictions, homeowners may need to supplement. Water on their property by means of their potable water from their own homes. Sunny Grove will not be responsible for any additional charges on their monthly water bill because of this need. Homeowners will also need to purchase and apply their supplemental water at their expense and time.
- The pump and pump station are not maintained in this contract. The association will need to have a separate maintenance agreement with a pump service company.
- Sunny Grove will not be liable for poor water quality and the damage that may incur from poor water quality. If Bryozoa or snails become an issue, the Association will need to work with the pump and lake companies to rectify the issue. If wet checks are being delayed because of water quality issues, a proposal will be presented for additional time to clean and check the system due to this issue.

Specialty Palm Trees care

- Palms such as Medjool Date, Canary Island Date and Sylvester Palms require additional care such as bud drench, root drench and additional treatments that will require additional costs upon approval.
- Any palm effected by: Lethal bronzing. We will not replace, discount, or warranty any Sylvester or other palms that are infected with Lethal Bronzing (Phytoplasma).

Storm Cleanup

- Sunnygrove will assess and plan to clean up and reset any plants or trees after a storm event besides a hurricane.
- Hurricane process and procedures are on a separate agreement that is attached to this proposal. This gives pre agreed pricing and preferential response as being part of the pre-approval hurricane response plan.

TERMS AND CONDITIONS

This Proposal, together with these Terms and Conditions, shall constitute the agreement existing between Sunny Grove and Client.

Definition

The following landscape maintenance specifications establish the standard for grounds maintenance for your property. The intention of this specification is to set forth guidelines for a cost efficient, integrated landscape management program that ensures the continuing health and well-groomed appearance of all components of the landscape.

General Conditions

Sunny Grove Landscape and Irrigation Maintenance LLC. ("SG" or "Sunny Grove") shall notify management of any impending non-routine work (such as fertilization, insect control measures, mulching, etc. depending on the scope of your contract). When arriving at the jobsite with materials or products intended for installation, SG shall allow management the opportunity to inspect the materials or products prior to installation.

Personnel

SG shall have an experienced supervisor responsible for the site and assigned for the duration of the contract. All personnel shall be familiar with the rules and regulations associated with your property and conduct themselves in a courteous and professional manner at all times.

All personnel shall be required to wear company uniforms while on site.

Client agrees that during the term of this agreement (or any extension thereof) and for two years following its termination for any reason, including expiration, it shall not directly or indirectly solicit, recruit, or hire any employee or agent of Sunny Grove who has provided services under this agreement.

Liabilities

Sunny Grove will not be Liable for the following items though the course of this agreement.

- SG shall not be responsible for any gutter damage that happen due to normal routine maintenance in normal turfgrass areas. Any gutter or down spout that is protruding into the turfgrass and is not properly covered by a mulch bed or concrete splash block, will not be the responsibility of the contractor to fix or repair damages.
- Any fence that is added to a single-family home or common area will not be the responsibility of the contractor to repair any damage that happens from normal maintenance practices around the fence. Including but not limited to: Paint wearing from edger or weed eater, paint scratched from mower, fence entry locations that become ajar from the mower entering the area being fenced off.
- Any Comcast/Cable or Direct TV lines that are not properly buried or protected along a mount will not be the responsibility of the contractor to repair.
- Any yard decorations, concrete steppingstones or decorations, including landscape lighting that is not safely secured in the mulch bed area's (at least 2' from edge of turfgrass), will not be the responsibility of the contractor to repair or replace these items. This includes holiday decorations or extension cords that are placed in the turfgrass or shrubs during the holiday season.
- Objects placed in the yard need to have a mulch maintenance buffer to avoid damage. A 2-foot mulch buffer is what is recommended to make sure there is adequate room to maintain the area around the structures with no damage. Any object placed in the yard without a mulch maintenance buffer and is damaged from routine maintenance will not be subject to compensation. This includes but is not limited to: Playsets, fire pits, fences, bbq grills, swings, etc.
- Landscape Lighting. All wires must be buried at least 10". We use a hard metal blade to edge around mulch beds and hard surfaces. A wire that is cut because it was improperly installed will not be the responsibility of Sunny Grove to fix or compensate a homeowner for this repair. All other landscape light should be kept at least 2' inside mulch beds to avoid damage from mowers. Lights that are placed in the turf grass or on the edge of the beds will not be the responsibility of Sunny Grove to fix or replace.

Scope of work

SG shall furnish all labor, material, equipment, and supervision to properly maintain all landscape areas within the contract limits, but not limited to, turf, trees, shrubs, groundcovers, vines and flowers. SG shall provide all licenses, permits and insurance necessary to perform landscape maintenance for the duration of the contract. SG shall submit certification of liability, auto and workman's compensation insurance coverage upon request. SG shall pay all sales, consumer, use, federal, state, social security, unemployment, and other similar sales taxes required by law to be paid in respect to the production and delivery of the goods and/or the furnishing of services hereunder.

Workmanship

During maintenance operations, all areas shall be kept neat and clean. Care shall be taken to avoid damage to the owner's property and the property of owners' tenants, vendors and patrons. Sunny Grove shall not be liable, under any circumstances, for special, indirect, incidental or consequential damages incurred by the Client or any other party, including but not limited to lost profits or revenues, which may arise out of or in connection with this contract.

All services are rendered on an as needed basis, weather permitting. Additional services (not included in this agreement) will be billed at our standard hourly rate with a minimum charge of one hour. Irrigation work will be billed at our current standard rate per hour plus materials. All standard rate pricing is subject to change. Sunny Grove will not be responsible for environmental cleanup work or repairs due to Acts of God, actions outside of our control, including, but not limited to, underground wiring or line damage, nematode damage, white grubs, White Fly, nutsedge, crab grass, creeping Charlie weeds, ganoderma, lethal yellowing disease, freeze damage, strong winds, excessive water or lack of water, tornadoes, hurricanes, lightning, hail, winds vehicle damage, or vandals. Sunny Grove shall not be responsible for insects, weeds, and diseases that are not prevalent or problematic and/or if no treatment is available chemically or otherwise in the county where work is to be performed at the time this agreement commences. Additionally, Sunny Grove shall not be responsible for plant material that is planted in inappropriate locations or is inappropriate for the region of Florida where the property is located. Annual flowers and other plants and sod, which are not installed by Sunny Grove, are not guaranteed by Sunny Grove. Sunny Grove shall not be liable or responsible for excessive water or lack of water, when such action has been caused by actions of others (including but not limited to government agencies), outside of Sunny Grove's control including, but not limited to, such actions as changes in the watering schedule determined or made by Client without the approval of Sunny Grove or additional watering by a lot without the approval of Sunny Grove and/or drainage problems.

Holidays

Sunnygrove observes the following holidays: New Year's Day, Memorial Day, July 4th, Veterans Day, Thanksgiving, Christmas eve, Christmas day and New Year's Eve.

Portal System

Sunny Grove has a work order portal system that is managed and communicated direct from homeowner to account manager. There is no additional fee for this service. The portal is monitored and responded to within 48 hours on most requests.

Emergency Irrigation Line

There is a 24-hour emergency irrigation line that is available to our clients. A separate irrigation policy form is attached to this contract for rates and explanation of services. The number is 239-218-5528.

Duration; Renewal

This agreement is effective when signed by both the Client's Authorized Agent and Sunny Grove. This Proposal is valid for 30 days from the date of the Proposal. If the Proposal is not signed by Client and delivered to Sunny Grove on or before the day that is 30 days after the date of this Proposal, this Proposal is null and void. The duration of this agreement is for a period of 24 months. This agreement shall automatically be renewed for successive 24-month periods unless either party elects not to renew this agreement by giving written notice of non-renewal to the other party at least 90 days prior to the then expiration date.

Early Termination

Notwithstanding anything to the contrary contained in this agreement, either party may terminate by 30 day written notice with or without cause. Service performed and completed up to the termination date of the agreement will be submitted for payment by invoice. Payment is due upon receipt of the invoice.

Notice of Concerns; Remedies.

1. Client shall provide Sunnygrove written email notification to Jason@sunnygrove.com of any complaints pertaining to the scope of work outlined in the Contract. The notice shall provide specific reference to alleged problems so as to precisely and accurately inform Sunnygrove of Clients complaints and concerns.
2. Sunny Grove shall have thirty (30) days after receipt of the aforesaid notice from Client in which to address those items identified in the notice.

Payments

Payment terms will be as follows: SG shall state a lump sum for all landscape maintenance services based upon one-year duration. Billing shall be done monthly in amounts of 1/12 of the total with no retainer. Payments are due upon receipt. Interest in the amount of 18% per annum will be charged to all past due invoices from the due date until paid in full (including the interest thereon and the cost of collections, including attorneys' fees and costs). In the event of suit or action commenced to enforce the terms of this agreement, the prevailing party shall be entitled to attorney's fees and costs, including any appeal or bankruptcy proceeding, including attorneys' fees and costs incurred to collect prevailing party fees. All funds received by Sunny Grove shall be first applied to accrued but unpaid late interest, collection costs, including attorneys' fees and costs, then to the oldest invoice. Client shall not have the right to set off, withhold or to make any unilateral deductive charges against any invoice for services. All deductive charges or set-offs against any invoice for services shall only be made with the prior written agreement of Sunny Grove. Sunny Grove has the right to suspend all services until all unpaid invoices are paid in full (inclusive of late interest and collection costs, if applicable).

Other

Any dispute arising in connection with or related to the agreement, including any invoice for services, shall be governed by and construed in accordance with Florida law. The parties agree that all said disputes shall be resolved by the Courts and not by arbitration. The parties further agree that the exclusive venue for any legal action brought in connection with the agreement, including any invoice for services, shall be in the State Courts located in Lee County, Florida.

No modification, waiver, amendment, discharge or change of the agreement or any invoice for services shall be valid unless the same is in writing and executed by both Sunny Grove and Client. No terms, conditions and/or limitations included on any of Client's forms, purchase orders, delivery tickets, invoices or other writings are applicable to and/or binding on Sunny Grove or in any way modify, amend or supplement the agreement or any invoice for services. The agreement is binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. If any provision or any portion of any provision of the agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining portion of such provision, and the remaining provision of the agreement shall not be affected thereby. Client acknowledges that it has read the agreement and that it fully understands the totality of its responsibilities hereunder.

The agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. PDF signatures shall be effective for binding Sunny Grove and Client to this agreement.

ACCEPTANCE OF PROPOSAL

The agreement, inclusive of all prices, specifications, and terms and conditions, is hereby accepted. Sunny Grove is authorized to do the work specified for **Terra Walk Common Areas Phase 1** located in **Babcock, FL** following specifications listed herein.

Terra Walk Phase 1 common areas			
Function	Cost per Occurrence	Frequency	Cost per Year
Lawn Maintenance Service	\$450.00	42	\$18,900.00
Bed Maintenance Services 6X	\$3,000.00	6	\$18,000.00
Bed Maintenance Services 10X	\$3,000.00	10	\$30,000.00
Bahai Maintenance Services	\$2,400.00	18	\$43,200.00
Non-Selective Weed Control	\$1,500.00	12	\$18,000.00
Fertilization			
Turf	\$800.00	3	\$2,400.00
Beds	\$1,202.50	3	\$3,607.50
Palms/Trees	\$95.00	3	\$285.00
Pest Control	\$454.00	6	\$2,724.00
Irrigation	\$900.00	12	\$10,800.00
Yearly Cost			\$147,916.50
Monthly Cost			\$12,326.38

Start Date: _____

Client: Terra Walk Homeowners Association

Authorized Signature: KSmm Print Name: Kim Merton

Title of Authorized Signor: President

Date: 4/18/24

Sunny Grove Irrigation & Landscape Maintenance, LLC

By: Jason Stafford

Print Name: Jason Stafford

Title: Maintenance General Manager

Date: 7-22-2023

IMPORTANT NOTE: This agreement, including the pricing and the proposal, is valid for 30 days from the date of the Proposal. If the agreement is not signed by Client and delivered to Sunny Grove on or before the day that is 30 days after the date of the Proposal, the agreement, including the pricing and the proposal, is null and void. The effective date of this agreement shall be the date the last of the parties to this agreement executes and delivers this agreement to the other party. This agreement is not a binding agreement until such time as that agreement is signed and delivered by both parties within the stated time period.