



**SunnyGrove Landscape & Irrigation
Maintenance, LLC**

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**Landscape Management Services Specifications
and Proposal**

For

**Dell Webb Oak Creek Homeowners Association Inc.
Single Family Homes 40', 50' & 64' Lots
17520 Winding Oak Lane
North Fort Myers, FL 33917**

1-1-2025

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

Routine Services and Lawn Maintenance

- Routine Services and Lawn Maintenance to follow provided schedule:
 - **Turf Areas - 42 Total Services**
 - November – March: Bi-Weekly Services
 - April – October: Weekly Services
 - Additional Mowing or labor will be charged at \$65.00/Man hr per request.
 - **Bahai Areas – NOT INCLUDED IN THIS CONTRACT**
 - November – March: 1X a month Service
 - April – October: Bi-Weekly Services, 2X a month
- 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:
 - Mower blades will be sharpened weekly.
 - Turf will be maintained at the following heights:
 - St Augustine, Floratam – 4”
 - Mowing patterns will be adjusted for each service, where applicable, so as to avoid rutting and tire marks.
 - 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.
 - Use of mulching blades will be employed where applicable to avoid extensive thatch build up.
 - All clippings will be blown back into turf areas and will be directed away from streets, curbs, and storm water catch basins
 - 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.
- Detailing 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.**
 - Pruning of grasses overhanging sidewalks and bed lines will be completed as needed.
- **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.**
- **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 maintained in safe working order and sharp at all times.
 - 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 based upon soil test results within the area.
- 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 regards 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 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 community would like a full eradication program, a separate proposal will have to be presented for this service.
- Damaged caused to turf by grubs and other sub terranean pest are not covered by any warranty or guarantee by Sunnygrove. Damage to turf occurs before any treatment can be applied for these pests. If 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.

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 damages 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 within 24 hours 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

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) 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.

Liabilities

Sunnygrove Landscape and Irrigation maintenance will not be Liable for the following items though the course of this agreement.

- Contractor shall not be responsible for any gutter damages 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 damages that happen 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 stepping stones 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 damages. A 2-foot mulch buffer is what is recommended to make sure there is adequate room to maintain 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 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 owner's property and the property of owners' tenants, vendors and patrons.

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

Sunnygrove 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 request.

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

This agreement is effective when signed by both the Customer's Authorized Agents. Duration of this contract is for a period of 24 months from agreed start date or any renewal date.

Termination

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.

Self Help Clause

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. Sunnygrove shall have fifteen (15) days after receipt of the aforesaid notice from Client in which to address those items identified in the notice.
3. If after the time provided above, the identified in the notice are properly addressed, the agreement will continue as stated herein. It will be presumed the contract is still in force unless Client provides notice of intent to terminate as provided below.
4. If Client does not believe Sunnygrove has reasonably addressed those items listed on the notice, Client shall provide a second written notice by certified mail to Sunnygrove of Clients intent to terminate this contract. Termination shall thereafter take affect (30) days after mailing termination notice as determined by post mark. In the event of termination of this agreement, client agrees to remit payment based on number of services visits rendered to point of termination.

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. Owner agrees to pay all costs of collections, including reasonable attorney's fees and costs, whether or not a suit is brought.

ACCEPTANCE OF PROPOSAL

The agreement, inclusive of all above prices, specifications, and terms and conditions, are hereby accepted. Sunny Grove is authorized to do the work as specified for **Dell Webb Oak Creek SFH's** located in **N. Fort Myers, FL** following specifications listed herein.

40' - Single Family Homes:			
Function	Cost per Occurrence	Frequency	Cost per Year
Lawn Maintenance Service	\$10.24	42	\$429.98
Bed Maintenance Services	\$28.35	10	\$283.50
Non-Selective Weed Control	\$4.33	12	\$51.91
Fertilization			
* Turf	\$26.25	3	\$78.75
* Beds	\$26.25	3	\$78.75
*Trees/Palms	\$26.25	3	\$78.75
Pest Control	\$22.05	6	\$132.30
Irrigation	\$15.75	12	\$189.00
Yearly cost			<u>\$1,322.94</u>
Monthly cost			<u>\$110.24</u>

50' - Single Family Homes:			
Function	Cost per Occurrence	Frequency	Cost per Year
Lawn Maintenance Service	\$10.50	42	\$441.00
Bed Maintenance Services	\$33.71	10	\$337.05
Non-Selective Weed Control	\$5.25	12	\$63.00
Fertilization			
* Turf	\$26.25	3	\$78.75
* Beds	\$26.25	3	\$78.75
*Trees/Palms	\$26.25	3	\$78.75
Pest Control	\$22.05	6	\$132.30
Irrigation	\$15.75	12	\$189.00
Yearly cost			<u>\$1,398.60</u>
Monthly cost			<u>\$116.55</u>

64' - Single Family Homes:			
Function	Cost per Occurrence	Frequency	Cost per Year
Lawn Maintenance Service	\$11.55	42	\$485.10
Bed Maintenance Services	\$37.80	10	\$378.00
Non-Selective Weed Control	\$5.78	12	\$69.30
Fertilization			
* Turf	\$29.40	3	\$88.20
* Beds	\$29.40	3	\$88.20
*Trees/Palms	\$29.40	3	\$88.20
Pest Control	\$29.40	6	\$176.40
Irrigation	\$15.75	12	\$189.00
Yearly cost			<u>\$1,562.40</u>
Monthly cost			<u>\$130.20</u>

Start Date: _____

Client: Dell Webb Oak Creek Homeowners Association Inc.

Authorized Signature: Kimberly Morton Print Name: Kimberly Morton

Title of Authorized Signer: President

Date: 01/14/2025

Sunny Grove Irrigation & Landscape Maintenance, LLC

By: Jason Stafford

Print Name: Jason Stafford

Title: Maintenance General Manager

Date: 12-30-24

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.