

CRAFT FARMS PROPERTY OWNERS' ASSOCIATION
LANDSCAPE SERVICE CONTRACT

COPY

THE DISTRICT

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

- **Turnberry Village-**
 - a) The common areas noted in Attachment B.
 - b) The entrance from the traffic circle to the residential lots.
 - c) All sidewalks.
- **Glen Eagles Village-**
 - a) The entrance from Cotton Creek Blvd. to the property line of the residential lots as noted in Attachment B.
 - b) The common areas shown in Attachment B.
 - c) All sidewalks.
- **Prestwick Village-**
 - a) The common areas noted in Attachment B.
 - b) The entrance at the traffic circle and Prestwick Drive, the entrance at Prestwick Drive and Cypress Lake Drive.
 - c) All sidewalks.
- **Royal Glen Village**
 - a) The entrance from County Road 4 to Royal Glen Drive as shown in Attachment B.
 - b) All sidewalks.
- **Cypress Bend Village**
 - a) The western entrance from Cypress Bend Blvd. and the common areas to the residential lots.
 - b) The entrance at the south end of Blue Heron Drive. This includes the small circular planter which requires planting flowering in the spring.
 - c) The common areas as noted in Attachment B.
- **The Estates**
 - a) The entrance to the Estates from the traffic circle to the gate and from the gate to the first residential lot.
 - b) The common areas noted in Attachment B.
 - c) All sidewalks.
- **The Boulevard**
 - a) Cotton Creek Blvd. from County Road 4 to the traffic circle at Blue Heron Drive.
 - b) Craft Farms Blvd. from Cotton Creek Blvd. to the traffic circle at Royal Glen and Cypress Gardens.
 - c) Cypress Lake Drive from the western entrance to Cypress Bend Drive. to the traffic circle at Blue Heron (excluding the R.O.W. in front of the McCollough Institute).
 - d) The traffic circles and attached areas at:
 - (1) Blue Heron and Estates Drive.
 - (2) Royal Glen and Prestwick Drive.

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- (3) Glen Eagles Drive and St. Andrews Drive including the area between St. Andrews East Entrance and Turnberry Village.

The term of this contract is one (1) year and begins on January 1, 2022 and ends December 31, 2022.

The CFPOA Landscape Committee Chair (LLC) or Committee Point of Contract (CPOC) is responsible to manage this contract on behalf of the CFPOA Board Directors and CFPOA Landscape Committee. The CFPOA one-person contact is the CFPOA CPOC.

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 area includes entrances. Entrances include landscaped areas plus the area around the landscaped areas. For entrances on public roads, the area includes the ditch and R.O.W. 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 agreed on in this contract. Common areas will be maintained similar to residential lots. Common areas for the District and Villages are depicted in Attachment B of this contract.

This 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, 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 divided by 35.

Additional service visits may be requested by the CFPOA Grounds Chairperson at the cost per visit calculation. The cost per visit is based on the annual cost divided by 35. In the event a partial special service is required (e.g., additional leaf pickup), this service will be negotiated at a cost agreed to by both parties.

The CPOC and the Contractor shall schedule a meeting within the first weeks of June to review the performance of the work done by the Contractor.

The costs for the annual services are shown in Attachment A.

SCOPE OF WORK

Scheduled services include but are not limited to the following:

Work Hour Restrictions: 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 limited on Saturday and Sunday.

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1. 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 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.

2. 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 each service visit.

3. 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). 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 (at 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 15" to 18" from walls. All screen planting around electrical units and air conditions 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.

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The intent of this requirement is for the contractor to produce and leave a generally "well kept" appearance by making (otherwise collecting) and disposing of clippings.

4. 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. This requirement shall apply to all common areas.

5. 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.

6. 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 and 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.

7. 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.

8. Fertilizer and Chemicals:

The Contractor **shall not** apply fertilizer or pesticides. The contractor may recommend fertilizer or pesticides to the CFPOA, but such application will be contracted by the CFPOA through certified, licensed contractors.

9. 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.

10. Damage to Irrigation System, Plant Material and Personal Property:

Contractor may be responsible for all damage to private property, irrigation equipment and plant material caused by maintenance procedures personnel. Contractor shall notify the CPOC 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-CPOC along with CFPOA Grounds Chairperson shall make the determination as to responsibility on a case-by-case basis. All material and labor expenses may be billed.

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11. **Change Orders:**

The CFPOA may, with the approval of the Contractor issue general directions within the general scope of any services 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.

12. **Indemnification:**

The contractor agrees to hold harmless and indemnify the CFPOA against all claims, suits, damages, cost or legal expense resulting from action, inaction, conduct or negligence of the Contractor, his personnel, or subcontractors.

13. **Cancellation:**

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

14. **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 the 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 (one twelfth) of 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 visits accomplished up to the date of the cancellation or modification.

15. **Significant Events:**

In 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.

COMPLAINTS

In the event a resident has a complaint regarding the quality of work, the resident will contact the CFPOA CPOC via email or by phone. The CFPOA CPOC will immediately contact the Contractor and CFPOA Grounds Chairperson 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 CFPOA CPOC to report the problem is resolved.

OTHER NOTICES

1. **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 liability insurance, as required by law, covering 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 or property


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damage is acceptable. This required insurance may be in a policy or policies and excess including the umbrella or catastrophe form.

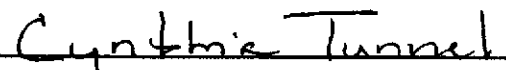
- c) Automobile liability insurance on all motor vehicles used in connection with the contract, whether owned, leased or hired shall have limits for bodily injury or death of not less than \$300,000 per person and \$300,000 each occurrence and property damage limits for each occurrence. A single limit \$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 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 36542) to be named "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.

Attest:  (Contractor) Date: 4-1-22
Brooks Curry

Attest:  (CFPOA) Date:
John Mitchell, President, Craft Farms POA

Attest:  (CFPOA) Date:
Cynthia Tunnell, Secretary, Craft Farms POA

Attest:  (CFPOA) Date: 4-4-2022
Aaron Goya, Chairman, Craft Farms POA Grounds Committee