



Landscape Contractors, LLC

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October 6, 2018

Landscape Management Contract Proposal
RE: River Oaks (January 01, 2019 / 51 weeks)

Owens Landscape Contractors, LLC will perform the following landscape management, for the monthly sum of \$2970.00 (Two thousand Nine Hundred Seventy Dollars) per month. The total amount of \$35,640 (Thirty Five Thousand Six Hundred Forty Dollars) per year. 51 visits per year (Weather Permitting)

Specifications for Landscape Maintenance:

This contract is based on weekly scheduled landscape management program January-December (Adjustments can be made to fit your needs)

This contract includes: Two fertilization(Spring/Fall) and spot treating for ants for the whole year.

Signing Bonus: Pine Straw at each entrance sign once per year

1. Turf Maintenance:

A. Mowing, Edging, Trimming

1. During the months of April through September, mow and trim weekly. Turf will be mowed on an "as needed" basis during November Through March. The turf will be monitored year round to ensure that the appearance is well-kept all year.
2. Visible clippings that remain on turf will be removed after each cut.
3. The mowing height will be monitored based on the season and what is horticultural appropriateness.
4. Edging of the curbing will be on a bi-weekly schedule.

5. Large weeds will be hand pulled from bed areas and all beds sprayed when weather permits (not during or before large chance of rain).

2. Shrubbery Maintenance:

- A. All pruning will consist of new growth of the current height unless directed otherwise by the board in writing (email).
 1. All major pruning shall be done only under the direction of the landscape supervisor.
 2. Shrubs will be pruned up to 12 ft. and put on a rotation of +/- 45 days.
- B. Weed, trim, cultivate and maintain mulch base in all shrub beds and tree wells during each visit.
 1. A defined circle shall be maintained at the base of trees to prevent damage from mowing equipment
 2. Remove all dead branches and diseased foliage
 3. Remove all insect or disease infested plant material
 4. limbs that block walkways and drive ways will be trimmed up to 12 feet.

3. Leaf Removal:

- A. Leaves will be blown and mulched during the leaf season. (October-February)

4. Recommended Turf and Shrubbery Chemical Applications:

- A. We will notify property manager prior to fertilizer application. Fertilizer schedules will be determined by the landscape supervisor and the property manager for approval. Two application of turf fertilizer will be included in the price of this contract.

Pesticides or Chemical Applications:

Contractor is granted permission to use pesticides and chemicals as found necessary, all chemicals should be applied by a properly licensed pesticide applicator. Contractor assumes liability for damage and /or injury for use of these products or equipment. Owner shall be advised of any danger associated with the use of these products. Contractor shall provide Owner with a yearly schedule of chemical applications, once approved.

1. An approved insecticide should be used during the year, for chinch bugs and grubs (additional charge).
2. Plant material insecticides should be used as necessary to control insects. (additional charge).
3. Lawn fungicides should be applied during the year to control brown patch. (additional charge).
4. Plant fungicides should be used as necessary to control fungus. (additional charges).
5. Herbicide spray shall be used to prevent growth in paved areas or areas where vegetated growth is not permitted.

6. Contractor will spot treat for ants. Particular care shall be taken to protect all fowl near pond areas when treating for ant control, once approved.
7. Contractor shall strictly adhere to chemical manufacturer's application, usage, and clean-up directions. Contractor shall take all precautions necessary to eliminate chemical misuse, personal property damage and/or damage to wildlife, after approval.
8. Contractor shall satisfy and comply with any and all regulatory agencies in the handling, application, disposal, and storage of all chemicals and /or hazardous chemicals, once approved.
9. Contractor shall notify Owner in the event of any unusual circumstances regarding plant determination, wildlife death (mammal, fowl or fish) or other abnormal occurrences.

5. Recommended Annuals:

A. Annuals are highly recommended to give property an aesthetically colorful appearance with great curb appeal. All flowers come from local nurseries, not from bulk stores. Flower installation will be provided Spring and Fall at NO CHARGE.

6. Recommended Pine Straw/Mulch/Rye:

- A. To keep property looking well, we recommend the installation of pine straw and / or mulch twice per year (spring and fall). Long needle pines straw is only used at \$ 7.00 per bale. Mulch will be at market price and shopped for your best deal.
- B. Over-seeding with rye grass will be installed along roadside at entrance at NO CHARGE.

7. Services and Material at Additional Cost:

- A. All services not covered under this contract will be considered "extra charges" and will be charged separately according to the nature of the item or work performed. Authorization for such items or work must be obtained prior to the performance.
- B. Irrigation: Any additional irrigation maintenance will be charged at \$55.00 per man hour. There will be a 15% mark up over cost on parts. All estimates and costs will be approved by management prior to proceeding unless an emergency situation occurs.
- C. Contractor shall not be liable for damage due to any watering rationing restrictions enforced by the city.
- D. Contractor shall furnish Owner with an estimate for any extra work, which may be requested. If approved, a separate invoice for extra work will be submitted to Owner. Payment will be due upon satisfactory completion and inspection by Owner.

E. Tree Trimming: Due to insurance restrictions Contractor shall be allowed to prune trees up to a maximum height of twelve feet. Any trimming required that would exceed the maximum allowable height, Contractor shall obtain a quote from a licensed tree trimming service for Management approval.

Acts of God:

A. Storm Damage:

1. Minor Storm Damage: After the occurrence of any minor storm, we, the Contractor, will make our visit on the next regularly scheduled day.

2. Major Storm Damage: the clean up from any damage that occurs from tropical storms, hurricanes, tornadoes and any other natural disasters is not included in the contract. We, the Contractor, will perform any clean of this nature at an additional charge, upon Management approval.

B. Fuel Cost Recovery Surcharge:

1. Monthly grounds maintenance invoices are subject to a market-based, minimal Fuel Cost Recovery Surcharge which will coincide with the current fuel market. The monthly grounds maintenance rate is based on the current fuel market to date.(never enforced)

C. Contractor's Performance:

1. The Contractor shall perform all work required as necessary to fulfill the intent of the contract. All work shall be performed in a professional manner, noise kept to a minimum.

D. Contractor's Responsibilities:

1. Trees, shrubs, flowers or turf that are damaged or killed due to Contractor's operation, chemicals or negligence shall be replaced at no expense to Owner.

2. Sprinklers or structures, whether related to physical building or not, that are damaged by Contractor's operations must be repaired or replaced by Contractor promptly at no expense to Owner.

E. Workforce:

1. Contractor shall designate a qualified representative with experience in landscape maintenance.

2. The Workforce is to be presentable at all times. All employees shall be competent and qualified.

F. License and Permits:

1. Contractor will maintain and comply with all City, State and Federal governments, as well as all other requirements of the law.

G.. Taxes:

1. Contractor agrees to pay all applicable taxes including sales tax on material supplies where applicable.

8. Service Agreement:

The term of this service agreement shall be for one year. The agreement shall be automatically renewed on each anniversary date with the same conditions and terms, unless either party gives written notice of termination at least sixty (60) days prior to renewal date.

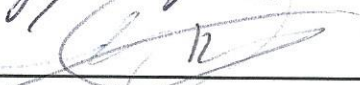
9. Cancellation:

The contract may be cancelled by either party for breach of specifications stated herein, and approved via signatures of the Contractor and Management. The cancellation becomes official after the aggrieved party issues specific grievances, in writing, and allows a reasonable time frame for satisfactory correction. If satisfactory resolution is not attained within the negotiated period the cancellation becomes effective by issuing a sixty [60] day written notice, delivered by certified mail.

10. Acceptance:

Specifications, conditions, and terms contained within this proposal are acceptable. The authorized signature below hereby approves this proposal as a legal and binding document, subject to all applicable Laws of the State of South Carolina.

Authorized Signature:  _____ **Date:** 1/18/19
River Oaks

Authorized Signature:  _____ **Date:** 1/18/19
Owens Landscape Contractors, LLC

We want to thank you for this opportunity to work with you. Owens landscape is a family owned company and it is operated daily by our family. We pride ourselves on keeping a close customer contact so when questions arise you know that we will be there to help you with your needs. If there is anything in this contract that you have questions about feel free to call me directly. Please keep in mind that we are flexible and willing to make adjustments to fit your needs.

Best Regards,
Vernon Owens
Owens Landscape Contractors, LLC (843)860-0767