



WE HEREBY SUBMIT SPECIFICATIONS AND QUOTE FOR MONTHLY GROUNDS MAINTENANCE AT **CENTERGATE ESTATE SECTION III** FOR TWENTY-FOUR (24) MONTHS FROM THE ACCEPTANCE OF THIS AGREEMENT OR A MUTUALLY AGREED UPON WORK COMMENCEMENT DATE. SERVICES PROVIDED WILL BE AS FOLLOWS:

SECTION 1: TURF MANAGEMENT

1. **Mowing** – All turf areas shall be maintained in a first class manner at all times.

A. Mowing will be done weekly April 1st thru October 31st (growing season) then bi-weekly November 1st thru March 31st (non-growing season).

B. Turf shall be cut at height conditions dictate using a rotary mower. Blades will be balanced and sharp at all times.

C. Mowing patterns shall be employed to encourage upright growth and permit recycling of clippings when possible.

D. Clippings shall be blown from all paved surfaces and walks after each mowing.

E. Line Trimming around all trees, shrubs, signs, and foundations shall be performed with each mowing. Work shall be performed using hand labor or mechanical devices.

2. **Edging** – All bed spaces and hard surfaces

A. All accessible curbing, sidewalks, and roadways shall be edged weekly thru growing season and every other week thru non growing season.

B. All established bed edges and tree rings that border turf shall be edged as necessary to maintain their size and present a neat and finished appearance.

C. Edging shall be accomplished using a metal blade edger.

D. All dirt and debris resulting from edging operation shall be blown clean.

SECTION 2: SHRUB MANAGEMENT

1. **Pruning** – Shrubs and Ornamentals

A. This specification shall cover all shrubs up to seven (7) feet from ground level.

B. All shrubs to be pruned by mechanical shearing methods as required by seasonal growth. Formal hedges will be trimmed each visit. Flowering shrubs/plants will be trimmed selectively according to seasonal bloom. There will be a minimum of 6 full property pruning operations per contract year.

C. Shrubs shall be pruned to correspond with individual growth patterns.

D. All pruning, excluding formal hedges, shall be done in such a manner as to enhance plants natural growth characteristics.

E. Debris generated from trimming will be removed the same day of trimming.

SECTION 3: TREE PRUNING

1. Palms

A. Palms fifteen (15) feet and lower that can be reached from the ground will be trimmed of dead or brown fronds on the rotation performed by the pruning crew. Debris generated from trimming will be removed the same day of trimming.

2. Shade & Ornamental Trees

A. Low hanging limbs (maximum of 8' of height and 2" caliper) and trunk growth shall be removed during normal pruning operations as required.

B. Sidewalks, roadways, and other areas used by pedestrians and vehicles shall be limbed (branches of a maximum of 8' of height and 2" caliper) to keep ingress and egress areas clear. This will be done as needed during regular pruning operations.

SECTION 4: WEED CONTROL

1. Weeds

A. All weeds in shrub beds, tree rings, and paved surfaces will be treated with a post-emergent herbicide or pulled manually to maintain a relatively weed free appearance. To be done as needed thru all seasons.

B. Use of herbicides in beds will only be done if there is no danger of overspray on ornamental plants or shrubs. If windy conditions, the proximity of ornamental plants or shrubs, or detrimental weather creates the potential for overspray damage or product negating effects; hand or mechanical weeding will be performed or spraying will be rescheduled as weather permits.

SECTION 5: SITE MANAGEMENT

1. WALK-THRU

A. Contractor will be available once quarterly, or upon request, for a comprehensive walk thru of the property with an authorized representative to review performance and discuss improvements.

2. LITTER CONTROL

A. All property shall be policed in accordance with the mowing and pruning schedules. Policing of the grounds consists of manually or mechanically picking up and disposing of all litter and any other debris which will present an unsightly appearance. This does not include storm clean up or clean up after any other contractors or parties.

SECTION 6: GENERAL CONDITIONS

It is expressly understood and agreed that POMERLEAU LAWN & LANDSCAPE shall assume no responsibility or liability for personal injury or property damage arising out of, or resulting directly or indirectly from, the accumulation of water, falling limbs, leaves or other debris on walkways, sidewalks, curbs and or other paved surfaces between scheduled visits by maintenance crews.

POMERLEAU LAWN & LANDSCAPE will repair , or at its option, pay for the repair of any damage employee's may cause to an owner's personal property, buildings, plants, turf, or irrigation systems while performing any part of this agreement. Reimbursement will occur when, and only when, the owner has taken the necessary steps to reasonably protect the structures and fixtures where damage is most likely to occur. However, any such damage must be promptly reported to POMERLEAU LAWN & LANDSCAPE's owner or representative, who must inspect the damage before repairs are made.

If POMERLEAU LAWN & LANDSCAPE falls below acceptable industry standards in its performance of the items listed in any of the agreed upon terms, owner shall notify POMERLEAU LAWN & LANDSCAPE in writing or by email of each specific deficiency. Then POMERLEAU LAWN & LANDSCAPE will have fifteen (15) days in which to remedy stated deficiencies. If the stated deficiencies are not remedied in fifteen (15) days (or an agreed upon timeline), owner shall then have the right to give POMERLEAU LAWN & LANDSCAPE thirty (30) days written notice of cancellation, delivered by certified mail, with return receipt.

ALL POMERLEAU LAWN & LANDSCAPE employees are provided with uniforms, and our service vehicles have our name, logo, and phone number on the driver and passenger doors.

SECTION 7: PROPERTY BOUNDARIES

Property boundaries need to be clearly stated via either overhead plot layout diagram or Board Walk Around to determine overall area to be maintained. If sufficient boundaries cannot be provided or do not exist POMERLEAU LAWN & LANDSCAPE will use the mowing patterns of the previous Landscape provider as defining boundaries.

If during the open course of the contract there are additional areas that need to be added to the maintenance schedule, which are new or were omitted at the beginning of the contract (either by boundary, natural border, or failure to notify POMERLEAU LAWN & LANDSCAPE of the true property lines via property plot diagram or Board Walk-Around before the originating date of the contract) will be added to the contract after assessing the maintenance needs of the new area and increasing the contract costs accordingly.

SECTION 8: WEATHER CONDITIONS

If weather conditions prohibit mowing on the scheduled day, POMERLEAU LAWN & LANDSCAPE will attempt to mow the following day. Mowing too frequently during periods of heavy rain, causes stress due to excessive mower tire traffic over overly soft ground. If we are instructed to mow when the ground is extremely wet, we will not be responsible for damage to the turf caused by our equipment. In the event of a major storm, services to related turf will be temporarily suspended until water conditions will allow the resumption of regular services.

SECTION 9: SERVICES NOT COVERED WITH THIS AGREEMENT

- Sod Removal
- Sod Replacement
- Tree and Shrub Removal
- Pruning of Mangroves, Citrus Trees, Palmetto Groves, and Trees located under power lines
- Maintenance of personal plantings or private gardens
- Maintenance of Natural, Designed, or Protected Preserve Areas unless otherwise stated before beginning of contract date
- Tree and Shrub Replacement
- Booting of Palm Trees
- Storm Clean-up

SECTION 10: ADDITIONAL SERVICES

- Landscape Design
- Landscape Installation
- Seasonal Color
- Storm clean up
- Mulch Applications
- Sod Removal
- Sod Replacement

(ALL OF THE ABOVE SERVICES ARE AVAILABLE UPON REQUEST AT ADDITIONAL CHARGE)

SECTION 11: INSURANCE

POMERLEAU LAWN & LANDSCAPE will provide current certificates of general liability and property damage, auto liability, and Workers Compensation insurance upon acceptance of this agreement.



All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the agreement cost. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within 30 days and it is void thereafter at the option of the undersigned.

This agreement is made for a minimum of twenty-four (24) months with automatic annual renewals, unless cancelled by either party upon thirty (30) day written notice. Upon renewal, reasonable adjustments to the regular fee may be necessary.

A service fee of 1.5% per month, 18% per year, will be charged on all accounts thirty (30) days past due.

Owner shall pay all cost of collection incurred by POMERLEAU LAWN & LANDSCAPE, including reasonable attorney's fees, incident thereto as well as appellate proceedings in view thereof. Sarasota County, Florida shall be the venue of any and all judicial proceedings involving collection of any amount owed under this agreement.

We hereby propose to furnish labor and materials in accordance with the above specifications, for the annual sum of \$22,200.00. Payments shall be made in monthly installments of \$1,850.00.

ACCEPTANCE OF AGREEMENT

This agreement is entered by and between Pomerleau Lawn & Landscape and **Centergate Estate Section III**. The price, specifications and conditions of this agreement are hereby accepted. Payments will be made as outlined above, payable to Pomerleau Lawn & Landscape.

CENTERGATE ESTATE SECTION III

Signature _____

Title _____

Date _____

POMERLEAU LAWN & LANDSCAPE

Signature _____

Title _____

Date _____