

## BID B



This agreement is hereby made and entered into this 11<sup>th</sup> day of September, 2023, by and between Westfield of Legends HOA hereinafter referred to as the **CLIENT** and **Island Coast Lawn & Landscaping, Inc.**, hereinafter referred to as the **CONTRACTOR**.

**CONTRACTOR** agrees to provide the below listed services, commencing **JANUARY, 2024 – JANUARY, 2025**. Services to be provided weather and conditions permitting.

### GENERAL

Proper landscape maintenance sustains the quality and health of a landscaped area and preserves the intended design concept. Landscaping is intended to provide overall aesthetically pleasing appearance for the property.

Plants are chosen for their natural shape and growth habit. All cultural practices should encourage and enhance the natural form of the plant material. Trimming and pruning should not alter this form appreciably.

The following is to serve as required specifications and to provide guidance in the maintenance of the areas which fall under the Maintenance and Operation Contract.

### MOWING

1. Lawns shall be mowed weekly during the growing season and as required during the winter months, for a total of 40 cuts.
2. The height of cutting shall be maintained consistently to prevent scalping or burn. The mowing height shall be appropriate to the turf species.
3. Mowing patterns shall be alternated each week to avoid creating ruts and compaction, if feasible.

### EDGING

1. All lawn edges along sidewalks and curbs shall be edged before each mowing during the active growing season (March through October) and as required for appearance for the remainder of the year.
2. Edging shall be performed with a blade type mechanical edger. The cut edge should appear as a clean, straight line.

### LINETRIMMING

1. A monofilament line trimmer shall be used to trim around obstacles within the lawn area. Care shall be taken to insure that the bark of trees and shrubs are not damaged or stripped by the line trimmer.

### SHRUBS AND VINES

#### A. Pruning

1. Shrubs and vines shall be trimmed to maintain growth within space limitations, to maintain or enhance the natural growth habit, or to eliminate diseased or damaged growth. Some species shall be trimmed appropriately to influence flowering and fruiting, or to improve vigor.
2. Shrubs and vines must be trimmed as needed to permit unobstructed passage to residents or vehicles. Trimming near vehicular entry or exits shall be carried out to prevent sight restrictions.
3. Shrubs shall be trimmed to conform with the design concept of the landscape. Individual shrubs shall not be clipped into balled or boxed forms, except where specifically instructed.
4. Vines shall be trimmed to control growth and direction, and shall not be allowed to grow over windows, doors or other structural features, unless directed by a representative of the Manager/Owner. Vines shall not be allowed to grow over the crowns of shrubs or trees.

### **GROUND COVERS**

#### **A. Trimming**

1. Established ground covers bordering sidewalks or curbs shall be edged as often as necessary to prevent encroachment.
2. Ground covers shall not be allowed to touch or cover the crowns of shrubs and trees.

### **TREES & PALM**

#### **A. Pruning**

1. Suckers growing on the trunk of trees will be removed.
2. We will prune pigmy date palms, NO TALLER THAN 10 FEET, every trim event to keep a nice appearance.
3. We will also keep branches clear for pedestrian and vehicular traffic along road and walkways up to ten (10') feet.

**WEED CONTROL** in shrub beds, sidewalks, roads using Roundup Quik-Pro, one time per month. Not responsible for keeping weed-free beds if there is not a minimum of 2 inches of mulch or similar weed barrier.

### **FERTILIZER**

**SHRUBS** will have a liquid fertilizer applied six (6) times a year. Nitrogen and phosphors will not be applied June through September per ordinance.

**TURF** will have a liquid fertilizer applied six (6) times a year. Nitrogen and phosphors will not be applied June through September per ordinance.

**PALMS** will have a slow release granular fertilizer applied three (3) times a year. Nitrogen and phosphors will not be applied June through September per ordinance.

### **INSECT, DISEASE, FUNGUS AND BROADLEAF WEED CONTROL**

There are six (6) applications per year for turf AND shrubs. Treatments are on a monthly basis, 1 month turf and 1 month shrubs. **No charge for call backs.**

1. Custom blended turf spray for lawn damaging insects and diseases; such as chinch bugs, sod web worms and army worms, certain lawn diseases such as brown patch fungus, and gray leaf spot. This program also covers fire ants and fleas and grubs. Broadleaf weed control is included. Weed control treatment is applied every service.

2. Shrub insect control included. Inspect and treat every service for aphids, scale, caterpillars, spider mites, mealy bugs, lace bugs and also for certain foliar diseases such as powdery mildew.
3. Crabgrass and Bermuda grass control are not included in this agreement.
4. This does not include Whitefly palm treatments. Treatments are \$45 per palm tree.

### **DEBRIS REMOVAL**

- A. Litter and trash including leaves, rubbish, paper, bottles, cans and other debris shall be removed from all areas every mowing event.
- B. All refuse resulting from the maintenance operation of properties shall be disposed of at appropriate horticulture dumping facilities.
- C. Hardscape (i.e. sidewalks, patios, driveways) shall be blown free of debris every mowing and/or trimming event.

### **Irrigation Maintenance**

Maintenance services include:

- On site foreman at all times
- Certified technicians on site at all times
- Monthly wet check of all zones
- Checking operation Controllers
- Setting the controller run times to run efficiently within limited water supply
- Setting the controllers in compliance with water restrictions
- Checking for proper operation of the Decoders and 2-wire
- Checking for proper operation of valves
- Checking for proper mechanical operation of sprinkler heads
- Checking for proper coverage of the sprinkler heads
- Cleaning grass or debris away from sprinkler heads when necessary
- Repair or replace any parts as needed (parts are additional cost)
- Property inspected by the Supervisor of the maintenance department on a regular basis
- 24-hour emergency service available.

**\*\*Cost for the monthly service: \$ 370.00, plus costs as necessary to correct issues during the wet check, which will be primarily for heads that are not operating correctly and hitting homes, cars in driveways, clogged nozzles and/or geysers that would affect the overall function of the system.**

Repairs such as mainline repairs, valve repairs, controller repairs, wire locating, and irrigation system enhancements will require additional labor and will be billed in addition to the maintenance contract at **\$65.00** per man hour upon approval from the Management Company. (parts are additional)

\* Major repairs listed above will require written work order from the management company.

\* Irrigation tech. shall not be liable for electrical malfunctions (i.e. interruption of water as supplied by on site pumps)

\* We are not liable for failure of Management Company to approve "enhancements" suggested by irrigation tech as the landscape matures.

\* Irrigation tech shall provide a survey of the irrigation system and advise of any repairs or enhancements that are required. No work will be done without proper authorization from the Management Company.

**ALL PARTS USED WILL BE BILLED IN ADDITION TO THE LABOR CHARGE**

Consideration for the above listed services shall be \$64,662.56 annually and billed to Island Coast Lawn & Landscaping, Inc. at the rate of \$5,388.55 per month.

Either party may terminate service at any time by providing sixty (60) days' notice to the other party. In the event of early termination of this agreement, CLIENT agrees to remit payment in full based on service visit charges.

CONTRACTOR agrees to invoice CLIENT monthly by the 25<sup>th</sup> of each month. CLIENT agrees to remit payment by the 10<sup>th</sup> of the following month to Island Coast Lawn & Landscaping, Inc. 1880 Pine Wood Court, Fort Myers, FL 33905.

CONTRACTOR agrees to maintain all applicable licenses and insurance coverage for the duration of this agreement and to hold CLIENT harmless from any and all liability. CONTRACTOR is not responsible for damages caused by acts of nature such as tornadoes, storms, hurricanes, freezes, etc. Further, services required as a result of such acts may be billable as determined by CONTRACTOR.

This agreement shall be governed by the laws of the State of Florida. The parties agree that any legal action resulting from either parties failure to perform under the terms of this agreement shall be proper in Lee County, Florida only.

If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the losing party shall reimburse the prevailing party for its reasonable attorneys' fees.

Should a court decide that any provision of this Agreement must be modified in order to be enforceable, or that any portion of this Agreement is unenforceable, the remaining provisions of this Agreement will be unaffected and will still be enforceable and binding upon the Parties.

The below listed executing parties certify they have the requisite authority to bind their respective parties to the terms and conditions of this agreement.

ACKNOWLEDGMENT. By their signatures below, the parties acknowledge that they have read this agreement and understand its contents, that it fairly, accurately, and completely describes the agreement made between them, and that there are no agreements or representations between them not set forth herein. This agreement supersedes any and all prior agreements between the parties.

<u>Westfield of Legends</u>	<u>11/17/23</u>
CLIENT	DATE
<u>Lusia Bianchi, LCAU</u>	<u>11/17/23</u>
CONTRACTOR	DATE

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<b>GROUNDS MAINTENANCE</b>					
1	Mowing, Trimming, Yard Waste Removal	40	Ea	\$650.00	\$26,000.00
2	General Site Pruning	5	Ea	\$1,935.00	\$9,675.00
3	Fertilization (Turf, Shrubs and Trees)	6	Ea	\$2,045.63	\$12,273.78
4	Pest Control (Turf, Shrubs and Trees)	6	Ea	\$2,045.63	\$12,273.78
5	Irrigation Wet Checks	12	Ea	\$370.00	\$4,440.00
<b>PER YEAR PRICE</b>					<b>\$64,662.56</b>
<b>PER MONTH PRICE</b>					<b>\$5,388.55</b>

\*The 1st 6 months includes monthly weed control in the turf. Also includes pre and post emergent in the turf