



LANDSCAPE MANAGEMENT & GROUNDS MAINTENANCE
PROPOSAL AND CONTRACT

FOR

Hunters Pointe

Raleigh, NC

DATE:

09/27/2024

SUBMITTED BY:

Noah Turner

DAVIS LANDSCAPE LTD.

60 Rupert Road

Raleigh, NC 27603

Phone: 919-662-1009

Fax: 919-662-3877

MAINTENANCE SERVICE PROPOSAL Exhibit A

Davis Landscape Ltd. proposes to furnish all the necessary supervision, labor, equipment and materials required to complete the following maintenance services as outlined below, subject to terms and conditions stated in the attached "Contract for Goods and Services", and incorporated as part of this proposal and contract.

1.0 TREES, SHRUBS & GROUND COVERS

1.1 Pruning

All ornamental trees, shrubs, and ground covers will be pruned when appropriate to remove dead or damaged branches, develop the natural form of the plant, and create the effect intended by the landscape architect or designer. Height limitation for tree pruning covered in this specification is twelve (12) feet. For trees over twelve (12) feet only low hanging branches that present a hazard will be raised. *Crape Myrtle pruning (tree or shrub) is not included and shall be considered an extra to the contract. Crape Myrtle pruning can be done to create a shape and height agreed upon by the property manager and according to horticulture best management practices. Cost dependent upon size.*

1.2 Fertilizing

Trees, shrubs, and groundcovers shall be fertilized in the fall (September/October). Granular fertilizer shall be applied per the manufacturer's suggested rates based on soil test recommendations. *Deep root fertilization for trees and/or shrubs shall be considered an extra to the contract. Recommended once annually to promote healthy growth. Cost dependent upon caliber size of the tree and quantity treated at one time.*

1.3 Mulching

All trees and shrub beds will be prepared and mulched, unless already mulched with compost, where necessary, to a depth of 1 ½"-2" annually with quality mulch. Bed preparation shall include removing all weeds, cleaning up debris in bed areas and mechanically edging bed lines. *Re-mulching shall be considered an extra to the contract, see additional cost. Removal of excess existing mulch build up and shall be considered an extra to the contract.*

1.4 Weeding

All beds will be weeded on a continuous basis, throughout the growing season, to maintain a neat appearance at all times. The Landscape Contractor shall select all materials, equipment and methods that will be used in conjunction with weeding the property. To the extent that the Contracting Party requires the Landscape Contractor to use alternate materials, equipment or methods that is not selected by the Landscape Contractor ("Contracting Party Selected Materials"), the Landscape Contractor shall have no obligation to the Contracting Party for any damages caused directly or indirectly by the use of such client selected materials. In addition, if client selected materials have any additional cost associated with their use, the Landscape Contractor shall provide the Contracting Party written proposal prior to performing work and any known risks associated with the use of the Contracting Party selected materials.

1.5 Insect & Disease Control for Trees Shrubs & Ground Covers

The Landscape Contractor will be responsible for monitoring the site conditions on each visit to determine if any insect, pest, or disease problems exist. The Landscape Contractor will provide the owner written recommendations for treatment. Treatment to control insects, pests, or diseases including physical removal will be considered an extra to the contract. *Insect & disease control for shrubs shall be considered an extra to the contract. The Landscape Contractor can provide a written cost proposal to the Contracting Party for approval prior to performing treatment.*

1.6 Trash Removal

The Landscape Contractor will remove trash from all shrub and ground cover beds each visit.

1.7 Leaf Removal

The Landscape Contractor will remove leaves regularly during fall and winter for curb appeal. This task will be performed at least bi-monthly from September through March.

1.8 Miscellaneous

If applicable, all guys and stakes from trees will be removed as necessary. All dead and unhealthy plant material out of warranty will be removed after obtaining approval from the Contracting Party, Excludes trees. Severe weather event clean-up shall be considered extra to the contract.



2.0 TURF

2.1 General Clean-up

Prior to each mowing, all trash, sticks and other unwanted debris shall be removed from lawns, plant beds and paved areas.

2.2 Mowing

Cool season grasses, Blue grass, Tall Fescue, Perennial Rye Grass, etc. shall be maintained at a height of 3 – 3¼” in the spring and fall. From June through September, mowing height shall be maintained at no less than 4 – 4½” and shall be mowed every six (6) to eight (8) days. Warm season Grasses, Bermuda, Centipede, Zoysia, etc. shall be maintained at a height of 2 – 2 ½” during the growing season. Blowers will be used to clear around buildings, sidewalks, parking lots and curbs after each mowing.

2.3 Edging

Edging all sidewalks, curbs, and other paved areas shall be performed once every mowing.

2.4 Fertilizing

Lawn areas shall be fertilized as warranted with a commercial fertilizer/pre-emergent, to maintain a healthy full green appearance year-round. The cool season grasses will be fertilized six (6) times during the year. The warm season grasses will be fertilized six (6) times during the year. A soil test shall be taken by the Landscape Contractor to determine whether an application of limestone in late fall is necessary. *Fertilizing application shall be considered an extra to the contract, see Turf Care additional cost. Limestone application shall be considered an extra to the contract. The Landscape Contractor can provide a written cost proposal to the Contracting Party for approval prior to performing treatment. If limestone is required, the Landscape Contractor shall apply at the rate recommended by the laboratory conducting the soil test.*

2.5 Turf Weed Control: Herbicides

A pre-emergent (soil applied) herbicide will be applied in February and late March to help control the germination of crabgrass and other annual weed seeds. A post-emergent (foliar applied) herbicide will be applied as needed to help prevent the growth of broadleaf weeds. The Landscape Contractor shall select all materials, equipment and methods that will be used in conjunction with weeding the property. To the extent that the Contracting Party requires the Landscape Contractor to use alternate materials, equipment or methods that is not selected by the Landscape Contractor (“Contracting Party Selected Materials”), the Landscape Contractor shall have no obligation to the Contracting Party for any damages caused directly or indirectly by the use of such client selected materials. In addition, if client selected materials have any additional cost associated with their use, the Landscape Contractor shall provide the Contracting Party written proposal prior to performing work and any known risks associated with the use of the Contracting Party selected materials. *Turf Care application shall be considered an extra to the contract, see Turf Care additional cost. Treatments for crabgrass and nutsedge for turf shall be considered an extra to the contract. The Landscape Contractor can provide a written cost proposal to the Contracting Party for approval prior to performing treatment.*

2.6 Insect & Disease Control for Turf

The Landscape Contractor shall be responsible for monitoring the site conditions on each visit to determine if any insect pest or disease problems exist. The Landscape Contractor shall provide written recommendations for treatment to the Contracting Party. *Insect & disease control for turf shall be considered an extra to the contract. The Landscape Contractor can provide a written cost proposal to the Contracting Party for approval prior to performing treatment.*

2.7 Turf Aeration/Over Seeding

The Landscape Contractor will aerate all turf areas when fall fertilization and or over seeding of cool season turf. Warm season grasses i.e. Bermuda type turf will be aerated as needed to reduce compaction. *Turf aeration/overseeding shall be considered an extra to the contract. The Landscape Contractor can provide a written cost proposal to the Contracting Party for approval prior to performing the turf aeration/overseeding. Total cost may increase depending on seed cost.*

2.8 Turf Renovation

The Landscape Contractor shall provide to the Contracting Party for approval a written comprehensive plan to establish quality turf in bare or weak areas. A detailed description of work to be performed for areas in question shall be provided to the Contracting Party (i.e. Application of herbicide, scarifying, grading, topsoil importation, tilling, disk-seeding, hydro-seeding, materials to be used, etc.). All work shall be performed in accordance with the most current industry standards. *Turf renovation shall be considered an extra to the contract. The Landscape Contractor can provide a written cost proposal to the Contracting Party for approval prior to performing the turf renovation.*

3.0 SEASONAL COLOR: PERENNIALS, ANNUALS & BULBS

3.1 Season Color Installation

The Landscape Contractor, at an additional cost (if not included in base price) to the owner, will perform labor and supply the materials for installing perennials, annuals, and bulbs.

3.2 Seasonal Color Maintenance

Flower Rotations (Summer/Fall)

- Dead heading: Pinch and remove dead flowers on annuals as necessary.
- Hand watering is not included, unless requested by the Contracting Party.
- Fertilizing annuals: Apply liquid fertilizations of 20-20-20 water-soluble fertilizer, not to exceed two (2) pounds of 20-20-20 per ten (10) gallons of water needed to be maintained.

Seasonal color and hand watering shall be considered an extra to the contract, see additional cost. The Landscape Contractor can provide a written cost proposal to the Contracting Party for approval prior to performing seasonal color.

4.0 RECREATION AREAS AND PAVED AREAS

4.1 Remove any weeds from expansion joints and/or cracks of paved areas (i.e. parking lots, walks, pool decks, etc.). Clean all grass and debris from recreation and/or paved areas to maintain a high degree of curb appeal.

4.2 Remove dog waste from dog waste containers and refill waste bags at stations. *Dog waste removal shall be considered an extra to the contract. The Landscape Contractor can provide a written cost proposal to the Contracting Party for approval prior to performing dog waste removal.*

5.0 IRRIGATION

5.1 Spring Start-Up

The Landscape Contractor shall open the main water supply and check each station on the controller to confirm proper operation of zones and check for proper operating pressure and proper operation of sprinkler heads/drip. Reprogram controller(s) as needed. The Landscape Contractor shall replace the controller back-up battery if necessary and confirm operation of rain/weather sensor.

5.2 Monthly Adjustments: (Spring, Summer, & Fall)

The Landscape Contractor shall make regular check-ups for any damaged or missing spray heads and leaking lines. Check spray patterns, check clogged nozzles and buried heads and evaluate dry/wet spots. The Landscape Contractor shall make sure plants and turf are not being overwatered. Adjust run times on the controller accordingly.

5.3 Winterization

The Landscape Contractor shall close the main water supply and turn off the controller. Remove remaining water from the pipes / heads as applicable. Confirm any above ground piping/valves that need to be insulated. *Any repairs/replacements/adjustments (outside normal use) of irrigation components shall be considered an extra. The Landscape Contractor can provide a written cost proposal to the Contracting Party for approval prior to performing irrigation repair/replacement/adjustments.*

6.0 SNOW REMOVAL

6.1 By signing the snow agreement, the Contracting Party acknowledges and agrees that snow or ice may accumulate while snow removal services are being performed, even when there is no precipitation present, snow may blow or drift onto property.

6.2 Properly plowed snow may melt and refreeze after snow removal services are fully performed.

6.3 The Contracting Party acknowledges and agrees that the Landscape Contractor cannot guarantee that the performance of any snow removal services will remove all snow and ice entirely from property and some snow or ice may still be present at the property during and/or after the completion of the snow removal services.

7.0 SCHEDULE OF VALUES

LOCATION OF PROPERTY:

3836 Mason Bluff Drive
Raleigh, NC 27616

BASE CONTRACT:

\$ 22,116.00

TREES, SHRUBS & GROUND COVERS

Included in Base Contract

Bed Maintenance, Fertilization, Pruning, and Weed Control

FALL LEAF CLEAN-UP/REMOVAL

Included in Base Contract

November/December

TURF MAINTENANCE

Included in Base Contract

Mowing, Trimming, Edging and Blowing

TURF CARE

Included in Base Contract

Fertilization & Weed Control

RECREATIONAL AND PAVED AREAS

Included in Base Contract

Weed Control and Dog Waste Removal

Seasonal Items

**Billed Upon Completion*

RE-MULCH PROPERTY:

Designer Walnut Mulch (est yards)

Add \$ TBD

Triple Shredded Hardwood Mulch (est yards)

Add \$ TBD

Pine Straw (est bales)

Add \$ TBD

SEASONAL COLOR SPRING ROTATION & MAINTENANCE

Add \$ N/A

April (est flats)

SEASONAL COLOR FALL ROTATION & MAINTENANCE

Add \$ N/A

October (est flats)

HAND WATER FLOWERS

Add \$ N/A

Labor Unit Price for Additional Work

HAND WATERING:

\$ 70.00 / Per Labor Per Hour

LABOR:

Supervisor

\$ 70.00 / Per Hour

Crewman

\$ 60.00 / Per Hour

IRRIGATION TECH:

\$ 95.00 / Per Hour



Frequency Chart

Month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Weeks	4	4	4	5	5	4	5	4	4	5	4	4	52
Base Contract													
Growing Season Visits				5	5	4	5	4	4	5	4	4	40
Winter Visits	4	4	4										12
Fall Leaf Removal											4	4	8
Plant Care Pruning					1			1		1			3
Turf Fertilizer		1		1		1		1		1		1	6
Turf Weed Treatment		1		1		1		1		1		1	6
Lime	IF NEEDED UPON SOIL TEST AND APPROVED ADDITIONAL COST												
Supervisor Visit	4	4	4	5	5	4	5	4	4	5	4	4	52
Manager Visit	1	1	1	1	1	1	1	1	1	1	1	1	12
Recommended Apps *Billed Separately													
Fungicide					1	1	1	1					4
Tree Care	1	1	1	1	1	1	1	1	1	1	1	1	12
Seasonal *Billed Separately													
Pinestraw Installation			1										1
Mulch Installation			1										1

SNOW REMOVAL 2024-2025 PRICES

Below are Davis Landscape Ltd.'s 2024-2025 snow removal prices. Travel time to location will also be billed at the rates below. Any questions, please call the office at 919-662-1009.

For after hours' service, please call:

Ryan Hagerman 919-820-4229
Noah Turner 919-427-5012

<u>Description</u>	<u>Price</u>	
Priority staging of equipment and labor on a first come first serve basis due to limited availability. Priority staging fee charged per event. Priority staging fee only includes mobilization and staging.	\$ 600.00	Per Event
Truck with Plow/Spreader	\$ 250.00	Per Hour
Equipment for plowing/pushing or removing snow. (<i>Dump Truck, Skid steer, Tractor</i>)	\$ 275.00	Per Hour
Liquid Anti-Icing pre-treatment as per NCDOT applications (<i>120 gallons is equivalent to the 1000 lbs. of bulk Ice Melt</i>) <i>This is a far superior method for pre-treatment.</i>	\$ 750.00	Per 120 Gallons
Truck with spreader to apply de-icing bulk Ice Melt. (<i>Includes equipment, labor, and material for roads/parking lots</i>)	\$ 650.00	Per 1,000Lbs
General Labor (<i>i.e. shoveling sidewalks, spreading ice melt by hand or push spreader.</i>)	\$ 65.00	Per Man Hour
Magnesium Chloride for sidewalks and paver areas. <i>*Material Only</i>	\$ 50.00	Per 50lbs

** Unit Rates Subject to change based on material cost at time of service*

APPROVED BY: Jeania K. Schaper, Managing Agent
(Print Name)

SIGNATURE: _____

DATE: 9/30/24



CONTRACT FOR GOODS AND SERVICES

This contract for Services is made and entered into as of the 27th, day of September, 2024, by and between **Davis Landscape Ltd.** hereinafter referred to as “**Landscape Contractor**” and **Charleston Management** referred to as “**Contracting Party**”.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Landscape Contractor and Contracting Party, intending to be legally bound, hereby agree as the follows:

A. Basic Terms. This Contract is on the following basic terms and conditions:

- a. Goods and/or services provided by Landscape Contractor: Landscape **services as further described in Exhibit A.**
- b. Building location **3836 Mason Bluff Drive, Raleigh, NC 27616** (the “Building”)
- c. The Contract will be for a period of one (1) year commencing: **October 1st, 2024** and ending **September 30th, 2025**.
- d. Compensation. **Twenty-Two Thousand One Hundred Sixteen and 00/XX Dollars. (\$22,116.00), Payable in twelve (12) monthly installments of \$1,843.00.** Invoices for Services will be received by the Contracting Party no later than the fifteenth (15th) of each month and will be due and payable to the Landscape Contractor no later than the fifteenth (15th) of the following month. Contracting Party’s receipt of an invoice as the address specified below.
- e. Addresses for correspondence:
 - i. Correspondence for invoicing:
Charleston Management
PO Box 97243
Raleigh, NC 27624
Attention: Jeania Schaper
 - ii. Correspondence to Landscape Contractor (us):
 1. Davis Landscape, Ltd.
60 Rupert Road
Raleigh, NC 27603
Attn: Scott Meharg
- f. ***Davis Landscape LTD is now accepting credit card payments. If you choose to make payments by credit card a 3% surcharge will be applied to your invoice.***
- g. ***Seasonal services, i.e., mulch, flowers, overseeding, subject to change based off material cost and availability at no fault of contractor. If seasonal costs increase from proposed amount on contract, proposals will be submitted prior to work being completed.***

B. Contract Terms and Conditions. This Contract for Goods and Services is subject to the Contract Terms and Conditions set forth in paragraphs 1-10 attached hereto and made a part of and Maintenance Proposal attached hereto and made a part hereof (this Contract for Goods and Services together with the attached Contract Terms and Conditions and Maintenance Proposal being referred to hereinafter collective as the “Contract”).

C. Amendment. No alteration, addition, deletion, or modification of the Contract shall be valid or binding unless agreed upon by both parties.



CONTRACT TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:** Owner has read and understands this Contract and agrees that Contracting Party's written acceptance or commencement of any work or service under this Contract shall constitute Contracting Party's acceptance of these terms and conditions.
2. **PERFORMANCE:** Landscape Contractor agrees to provide all materials, labor, and equipment required to complete all landscape Goods and Services outlined in Exhibit A. The Landscape Contractor shall perform all work in a professional manner and provide adequate supervision of employees while on site. All employees will be dressed uniformly with appropriate identification. The Landscape Contractor shall perform all Services in such a way as to cause minimum inconvenience to the residents and the on-site staff. The Landscape Contractor's trained personnel using current, acceptable horticultural practices shall perform all landscape Goods and Services. Upon completion of Services the Landscape Contractor shall clean up and remove all debris and waste materials from site, unless the Contracting Party grants provisions to utilize on-site trash receptacles. Precautions shall be taken to avoid damage to existing structures. Any damage to existing structures, landscape, signage and irrigation system, etc. caused by the Landscape Contractor shall be repaired promptly by the Landscape Contractor without charge to the Contracting Party.
3. **WARRANTIES:** The Landscape Contractor shall make every effort to maintain the health and growth of all plant material and turf. The Landscape Contractor shall not be responsible to guarantee the plant material or turf, except when the Landscape Contractor was negligent or willful in the performance or lack thereof in his/her work as outlined in the Contract.
4. **TIME AND PERFORMANCE:** The work and services under this Contract shall be completed no later than the Completion Date. If requested by the Contracting Party, the Landscape Contractor shall submit for the Contracting Party's approval a detailed schedule for the performance of the work and services, which shall include allowances for periods of time required for the Contracting Party's review and approval of submission by the Landscape Contractor. Time limits established by this detailed schedule shall be consistent with the Completion Date.
5. **PRICE TERMS:** For the convenience of the Contracting Party, the monthly charge under this Contract is an average of the total charge of all the work to be performed under the contract, divided by the number of calendar months included in the payment period of the Contract. In the event this contract is terminated by either party, the Landscape Contractor shall be entitled to recover his un-recovered cost incurred through the date of the termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the client through the date of termination. The reason for this is because substantial portions of the work for the year may be performed in the early months of each year of the contract, including potentially significant mobilization cost in start-up and the cost of the work will not be fully recovered by the Landscape Contractor until all monthly payments under the contract have been recovered.
6. **REQUIRED INSURANCE AND INDEMNIFICATION:** The Landscape Contractor shall carry required insurance including worker's compensation, general liability, automobile insurance, and shall hereto all applicable permits or licenses to operate said business. Failure to do so will result in immediate termination to this agreement.
7. **NOTICE:** Any notice provided for in this Contract will be sufficient if given by regular mail, certified mail return receipt requested, or by overnight courier service, to the party that is to be notified at the address specified in this Contract. Either party may change its address by giving written notice thereof to the other party.
8. **AUTO-RENEWAL OF CONTRACT:** Either party may choose not to auto-renew the contract in which a thirty (30) day notice shall be given in writing to the opposing party. Compensation may be required in instances where a thirty (30) day notice is not given.
9. **CANCELLATION:** Either the Landscape Contractor or the Contracting Party may terminate this contract by giving thirty (30) days written notice to the other party. If the Contracting Party terminates this contract without cause prior to the end of the then current term, the Contracting Party will within fifteen (15) days of the termination date, pay the Landscape Contractor any and all final billing owed to date, reflective of services performed. The Contracting Party cannot terminate the contract due to monetary gain or receipt of a lower bid. If either party breaches the terms of the Contract, the other party has the right to give thirty (30) days written notice to correct the breach. If at the end of thirty (30) days the unsatisfactory condition still exists, this contract may be terminated.

10. **ENTIRE AGREEMENT:** This Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Contract, constitutes the entire agreement between Landscape Contractor and Contracting Party with respect to the matters contained herein and supersedes all prior oral and written representations and agreements. This Contract may only be modified by a written instrument executed by both parties. Each entity that executes this Contract on behalf of the Landscape Contractor shall be deemed to have executed this Contract only to the extent that such entity is the owner or manager of the applicable property.

The undersigned parties warrant that they are authorized representatives of their respective companies and have the requisite authority to bind their employer and/or principal. This agreement is not a binding contract until signed by all parties.

Executed as of the _____ day of _____, 20_____.

Landscape Contractor

Davis Landscape Ltd.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Contracting Party

Charleston Management

Signature: _____

Print Name: _____

Title: _____

Date: _____

Davis Landscape LTD is now accepting credit card payments. If you choose to make payments by credit card a 3% surcharge will be applied to your invoice.

