



ProGreen Services, LLC

A Florida Company Serving Florida

Landscaping & Grounds Maintenance Contract

Submitted to

Siena Oaks Homeowners Association

Contact Name: David Offerman

Phone Number:

[REDACTED] 561-622-9532

Proposal Prepared by: Josh Hopper

Phone Number: 561-254-3714

Email: joshh@progreenservices.net

Date: 7/27/2022 Pricing will be honored for 60 days.

This contract is an agreement between ProGreen Services, LLC herein after referred to as the "contractor" and Siena Oaks Homeowners Association project located at 100 Siena Oaks Circle Palm Beach Gardens, FL 33410 herein after referred to as the "client". The Contractor agrees to provide the services detailed in the following specifications. The client agrees to the entirety of this contract both financial obligations and the terms and conditions here in.

1. Landscape Contractor and Personnel

- a. Contractor will designate a qualified responsible Account Manager and foreman, knowledgeable in Florida Horticulture that will be responsible for schedule and performance of contract duties.
- b. Contractor will have trained personnel on site to ensure that all operation is performed safely and effectively.
- c. All company personnel shall wear an approved uniform to identify the company's presence.
- d. Account Manager or Operations Manager on-site shall be available to walk through the property with the property manager or designated property representative through appointment or predetermined set meetings.
- e. Property will be inspected by Account Manager to ensure all expectation and standards are met. Work orders or special requests will be handled through approved process at signing of contract.

2. Scope of Work

Contractor shall provide all necessary labor, materials, equipment in association with the task of this contract – personnel to maintain all developed landscaped areas within the contract limits and in agreement with established horticultural practices for ground maintenance to ensure the continual goals and objectives of the client are met. Natural preserves and easements outside this contract need to be noted in special notes if relevant to this contract.

3. Turf Management

- a. Turf shall be cut at a height of 3 inch minimum unless otherwise stated.
- b. Rotation / Patterns of mows within this contract as noted in mow schedule.
- c. Clippings will be directed to the best of staff's ability away from bed areas and hardscape areas – staff is trained to minimize conditions of mowing on overall landscape aesthetic –
- d. Trimming around trees, shrubs, signs, HVAC systems and foundations shall be performed at the discretion of the Account Manager. (due to possible hazards or site conditions)

4. Edging

- a. All accessible curbing shall be edged using mechanical methods at Foreman / Account Managers discretion. (to lessen receding bed / turf lines)
- b. All accessible concrete walks shall be edged using mechanical methods unless noted differently here in.
- c. All dirt and debris resulting from edging operations will be addressed at each service – or at the Account Managers discretion.

5. Detail Service

a. Pruning / Detailing

- i. All shrubs shall be detailed one time per month or at account manager's discretion.
- ii. Care shall be taken with bloom cycles. *CAUSA TO BE MAINTAINED*
- iii. Pruning will focus on removal of dead, diseased or insect-infected wood. Sucker shoots and irregular growth will be trimmed at the discretion of the Account Manager.
- iv. Weed Control - *INCLUDING LAWNS*
Treating problem weed areas that appear in bed areas and tree rings. Care shall be taken to prevent damage to plant material and turf areas. Herbicides will be applied solely at Account Managers discretion - based on weather and horticultural conditions.
All paved areas to be addressed as needed Leaf cleanups will be within regular services visits unless stated otherwise.

PERMITTER HEDGE TRIMMED QUARTERLY / ALL OTHER HEDGES TRIMMED MONTHLY

6. Palm /Tree Management

- a. Pruning of Palms and Hardwood trees
 - i. All dead palm fronds up to 12 feet will be removed as needed during site prune schedules, before or during service, depending on site conditions.
 - ii. Sabals, Canary, Medjools, and other specialty palms are omitted from proposal unless stated otherwise within this contract.
 - iii. All palms should be trimmed in compliance with county specifications
 - iv. Hardwood canopy raising

7. Agronomics / Fertilization

- a. Tree/ Shrub Agronomics
 - i. The fertilization program for trees and established shrub beds shall provide a blend of micro-nutrients based on seasonal need.
 - ii. Fertilizer shall be commercial grade, Mixed granules of palletized fertilizer, with a rate of nitrogen directed by Account Manager.
 - iii. Liquid drench fertilization is not part of this contract.
- b. Palm Agronomics- Palms will be monitored for nutrient deficiencies and spot fertilized as needed. The fertilizer blend applied shall include Manganese and micro- nutrients for long term growth and health.

8. Insecticides

- a. Shall be added to the fertilization schedule as needed to assist in reduction of turf damaging insects. Spot treatments for fire ants will be applied as seen on site.
- b. Insecticide application on shrubs as needed, coordinated with efforts of Account Manager, and assigned client representative.
 - i. White Fly treatments are outside this contract.

9. Irrigation

Irrigation wet checks will be performed each month (12 times per year) or at Foreman discretion.

- i. All repairs will be billed separately from contract.

- ii. Larger Repairs – such as but not limited to pipe breaks or pump/ supply issues will be charged at a rate of \$75.00 West Palm Beach per man hour plus cost of materials.**
- iii. Electrical repairs to be billed at \$125.00 per man hour.**
- iv. All irrigation repair work must be cleared and approved by client property manager – Repairs under \$500.00 per month will be billed without approval unless noted here.**
- v. Monthly wet check reports – will be managed by the Account Manager and distributed as needed.**
- vi. Emergency repairs are billed at \$150.00 per hour emergency repair rates – main line ruptures that only ProGreen is qualified to handle are the only deemed emergency to be handle on holidays, weekends, or outside office hours.**

General Terms and Conditions

Contract shall recognize and perform in accordance with the written terms and specifications contained or referred to herein.

- a. All materials shall conform with agricultural and licensing and reporting requirements.
- b. Contractor will comply with all licensing and permit requirements by City, State, and Federal governments as well as all other requirements by law.
- c. Contractor must maintain proper general liability insurance, automotive liability insurance, worker compensation insurance and any other insurance required by law and provide proof of coverage to client (if requested).
- d. Contractor will submit service notice for amount set forth under the prices and terms shown in this Agreement. Services rendered, that are in addition to or beyond the scope of work required by this agreement shall be proposed and billed separately.
- e. All Payments for services rendered by this Agreement must be remitted within 30 days from date of invoice. A finance charge will be assessed at a rate of 1.5% per month (18% annually) until ProGreen is paid in full on any past due invoices.
- f. Client will give contractor at least 10 business days, with written notice, to correct any problem or deficiency discovered in the performance of the work required under this agreement.
- g. This agreement may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party. Parties agree that, should a legal dispute arise in relation to this agreement, the prevailing party will have all legal expenses paid by non-prevailing party.
- h. Should contract be terminated outside the terms of this contract by client, the entire amount of unpaid contract total amounts will be due at time of termination.
- i. Sealed contingency - Client/ Contractor acknowledges some conditions on site may be outside the scope of this contract- additional proposals may be needed to address these concerns.
- j. Waiver any right to inspect or approval of finished photographs or printed or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the photograph.

COMMUNICATIONS:

doffermaN@grsmgt.com

Tabulation Sheet

ProGreen Services Proposed Plan for Sienna Oaks

Property Address 100 Sienna Oaks Cir Palm
Beach Gardens, FL 33410

Contact Name: David Offerman

Contact Ph #: 561-622-9532

Billing Address: 3900 Woodlake Blvd #309
Lake Worth, FL 33463 (GRS)

BILLING: - MANAGER@SIENNAOAKS
HOA.COM

Contract Information

Contract is for a period of 12 months and will automatically renew with a 3% increase due to inflation at the end of this term unless written notice is provided to contractor 60 days prior to the contract end date.

Contract Start Date: August 6, 2022

All labor needed to accomplish the work outlined in this agreement shall be provided for the sum of **\$275,904.00** per calendar year.

Payable in 12 Monthly installments of **\$22,992.00**

Additional Services Provided all within ProGreen Services - to be noted as additional Exhibits attached.

Service Summary and Pricing

Service Type

Frequency/Yr

Mowing Service

Mowing, Edging, String
Trimming, and blowing # of Services
42

Detail Service

Prune, Trim, Weed,
Detail all beds & plant
material # of Services
12
Trim all Trees & Palms
per scope of work # of Services
12

Service Type

Frequency/Yr

Irrigation Wet Check 12
WILL BE PERFORMED
MONTHLY WITH
MANAGER AND OUR

Agronomic Program

Pre and Post emergent # of Services
/ Fertilization 3
Ornamental Shrub, # of Services
Tree Fertilization 3
of Services
Palm Fertilization 3

Integrated Pest Management (Common Areas)

of Services
Common Areas 12

Additional Notes:

REVIEW THE IRRIGATION SYSTEM EXTENSIVELY
AND DO A COMPLETE AUDIT OF THE SYSTEM
IMMEDIATELY UPON JOB START

THIS IS KEY TO TURNING THE DIRECTION OF THE
COMMUNITY LANDSCAPE AND START A PLAN
AND PATH FOR SAVINGS AND IMPROVEMENTS

REVIEW ENHANCEMENTS AT CLUBHOUSE INITIAL

WED + THURS. ~~FXI~~ W.C.W.
CLEAN + SHARPENED
BLADES WEEKLY
FULL SERVICE ON ENTIRE PROPERTY (FRONT + BACK YARDS)

Acknowledgements

Client Name: Sunny Days HOA

Signature: [Signature]

Printed Name of Client: Mark Sam Olson

Date: 7/27/22

Progreen Services, LLC

Signature: [Signature]

Printed Name of Manager: H. Clark Whitson

Date: 7/27/22