



Landscape Maintenance Agreement
&
Grounds Management Specifications



SELECTING A LANDSCAPE CONTRACTOR

Due to the ever-increasing presence of competition in the green industry and landscapers in our area, we would like to present some questions to consider prior to hiring a company to maintain and protect your landscape investment.

Does the company have a landscape contractors' license?

The NC law states that “no person shall engage in the practice of landscape construction or contracting unless the person is licensed as a landscape contractor by the North Carolina Landscape Contractors' Licensing Board.” Sweetwater Landscapes is fully licensed in NC.

How long has the company been in business?

Sweetwater Landscapes has been providing professional landscape maintenance to the Triangle area since 2001.

Does the company have the qualifications required to provide quality service?

See Sweetwater Landscapes Company Bio and Key Staff pages, including 70 years of combined experience of the supervisory staff, in the Company Bio and Key Staff sections of this packet.

Is the company committed to professionalism, safety and constant improvement?

Sweetwater Landscapes is serious about protecting your property and our community. All employees and vehicles are clearly marked with our company name. Employees take part in a comprehensive safety program, and continuing education and training are ongoing priorities.

Does the company carry liability and workers compensation insurance?

Sweetwater Landscapes carries \$3,000,000 in liability insurance and \$1,000,000 in workers compensation.

Can the company provide all the services your landscape might require?

Sweetwater Landscapes can provide all aspects of landscape maintenance, design, installation, lighting, and irrigation services. We have the knowledge, experience and professional equipment necessary to do your work in a safe and efficient manner.

What are the potential costs of choosing a landscape company on price alone?

Potential damage to a very expensive landscape, health and environmental safety issues, inconsistent service and the inability to provide promised services.

At Sweetwater Landscapes, we are committed to providing quality service, professionalism, and value to our customers. Please consider these facts as you make this important decision.

Company Bio

- **NC Landscape Contractors' License #CL0152**
- Company was established in 2001
- Greater than 100 employees servicing more than 200 customers in the Triangle area
- Member of the Holly Springs Chamber of Commerce
- Member of the North Carolina AGC (Association of General Contractors)
- Voted Honorable Mention for Best Landscaping by Cary Magazine and its readers for 2017, 2014, 2013 and 2005.

Sweetwater Landscapes Specializes In:

Landscape Maintenance Services

- Turf and Shrub Chemical Programs
- Weed, Insect, and Disease Control
- Mulch and Pine Straw Applications
- Annual Flower Installation and Maintenance
- Irrigation System Maintenance
- Low Voltage Lighting Maintenance
- Snow Removal

Design and Construction Services

- Irrigation Maintenance
- Landscape Lighting Design and Installation
- Drainage System Design and Installation
- BMP Inspection and Maintenance

GROUNDS MANAGEMENT SPECIFICATIONS

- 1) **Supervision, Proper Equipment, and Communication:** Landscape contractor agrees to provide all labor, supervision (with at least one employee that speaks fluent English and is authorized to speak to owners), and equipment necessary to carry out the work outlined in the approved proposal. There shall be no variance from this level of service unless expressly stated through a change order or the execution of a special schedule for service.
- 2) **Bermuda Lawn Mowing:** Grass areas will be mowed once every seven (7) days during the growing season, and as required the remainder of the year, to provide a neat and uniformly finished lawn. Grass will be maintained at a uniform height of 2-3 inches. Mowing will be performed to keep the grass off of the building. Mowing shall not be performed if frost is present or after a large amount of rainfall. Contractor shall repair, at his expense, any damage to turf, trees, shrubs, site fixtures, windows, sewer caps, sprinkler heads, or parked cars. A string-trimmer will be used in grass areas inaccessible to mowers in a manner that cuts the grass blades at approximately the same height.
- 3) **Edging:** Curbs, sidewalks, and patios will be mechanically edged once every fourteen (14) days throughout the mowing season. All debris will be removed from turf and pavement areas following this operation.
- 4) **Trimming:** All common property areas such as buildings, steps, walls, fences, curbs, trees and cultivated plant beds will be trimmed, using a mechanical edger, consistent with each mowing during the growing season and once per month (if necessary) during the remainder of the twelve (12) month period.
- 5) **Mulching and pine straw applications** _____ **included in the monthly maintenance amount.** Long Needle Pine Straw will be applied to all necessary areas one time per year during the winter months (once leaves have fallen). Pine straw will be distributed throughout the property at a cost of _____ per bale. Contractor delivers, spreads, and cleans up all straw. Areas requiring _____ hardwood mulch will have new mulch added once per year at a cost of _____ per cubic yard. If hardwood mulch or pine straw is applied next to buildings, material shall not be applied higher than any hardwood or vinyl siding currently on the building to prevent water seeping in to the foundation. In this instance, old material will be removed and replaced with the fresh application. ***Please note, pine straw and/or mulch applications will be invoiced by the Contractor to the Association at the time of installation.***
- 6) **Weed Control / Removal:**
 - a. Cultivated plant beds, natural areas, walkways, recreation and designated parking areas will be hand-weeded or sprayed with pre-emergent and post-emergent herbicides as required. Areas will be inspected weekly and kept weed free. All curb expansion and sidewalk cracks will be sprayed to maintain them free of weeds.
 - b. An approved method of weed control (pre-emergent) for the lawn will be applied in early March.
 - c. Control of Nutsedge, Bahia grass, and Virginia Button Weed grasses cannot be obtained by use of pre-emergent alone. Treatment for these grasses is a ***separate billable service.***
 - d. If needed, a turf fungicide may be applied to treat brown patch and other fungi ***at an additional cost.***
- 7) **Pruning:** All shrubs and small trees will be pruned _____ times per year with mechanical pruners to encourage growth, to remove dead material, and to provide a natural appearance. Pruning will be to less than 12 feet. Formal hedges will be trimmed at an inverted "V" shape to encourage low limb structure and dense plant growth.
- 8) **Turf Fertilization and Lime application:** All trees and shrubs will be fertilized as required with a slow release fertilizer. Custom pre-emergent and fertilization of Bermuda lawn areas will be performed _____ times per year. Timing of fertilization treatment, frequency of treatment, and application rate will be adjusted based on weather and horticultural conditions.
- 9) **Removal of Leaves:** All leaves will be removed from lawn areas **weekly**. At season's end, areas should be free of any leaf accumulation. Leaves can be placed in wooded areas adjoining the property if available.
- 10) **Trash and Debris:** Areas will be policed for trash and debris weekly within the common areas designated. This excludes homeowner's trash and debris. ***Any excess trash and debris will be noted and charged accordingly to the Association.***

- 11) Annuals:** Annual flowers to be planted two (2) times per year and included in the monthly maintenance cost to the Association.
- 12)** : Irrigation systems will be monitored by trained, licensed personnel monthly during the growing season. Watering times and cycles will be changed to follow the best water management practices for the landscaping. Watering times will also be set to follow all municipality specifications. Winterizing of the system will be performed as part of this contract. Spring start-up will be performed as part of this contract. **Repairs to the irrigation system will be at an additional cost to the Association, unless damage is caused by Sweetwater personnel or subcontractors.**
- 13) FIDO / Pet Waste Stations:** All Pet Waste Stations' trash will be emptied and bags replaced on a weekly basis throughout the year. Refill of dog bags are provided at _____ per box, filled weekly as needed and billed monthly.
- 14) Pest Management:** The Contractor will monitor property for insect infestation and treat with standard chemicals as needed or requested by the Association **at an additional cost to the Association.** Insecticide for control of Grub worms may be applied, if needed, **at an additional cost.**
- 15) Lighting:** Low voltage lighting and any gas lighting will be monitored as part of this contract. On/Off times will be set to match daylight savings time. **Bulb replacement will be at an additional cost to the Association.**
- 16) Unit Pricing:** Use of rental equipment for additional billing items or Acts of God will be billed at a rate of:
- a. Debris/Storm Removal/Bobcat Work: _____ per hour
 - b. Snow Shoveling: _____ per man hour
 - c. Snow Plow: _____ per hour, minimum of two (2) hours
 - d. Ice Melt: _____ per bag
 - e. Irrigation Labor Rate: _____ per hour
 - f. General Landscape Labor Cost: _____ per hour
- 17) Change Order:** A change order is to be submitted to Sweetwater Landscapes for any landscape additions not provided for herein.
- 18) Certificate of Insurance:** A certificate of insurance will be sent via email, fax, or U.S. mail upon request.
- 19) Contractor shall not be responsible for the following:**
- a. Any damage caused by or to garden hoses left on turf or shrubbery.
 - b. Any damage to personal items such as toys, pet items, lawn and garden tools, solar lighting fixtures, extension cords, clothing, lawn furniture, holiday decorations (i.e. Christmas lights), or any other item not associated with a reasonable landscape design left on turf or shrub areas.
 - c. Normal wear and tear on outdoor carpeting, ceramic tile, sidewalks, decorative landscape borders and painted porches or driveways caused by the use of power edger, weed eater, or lawn mower. Slight border damage of these items in certain areas is inevitable if mowing process is to be performed thoroughly.
 - d. Any damage by or to exposed wiring or piping running from any solid structure directly to the turf and not protected by shrubbery or landscape border.
 - e. Any damage by or to downspouts or vinyl siding where at least a four inch clearance or turf areas is not maintained.
 - f. Any damage to hidden underground or surface wires and/or pipes, other than sprinkler heads, which may be damaged in the process of mowing and or edging (sprinkler heads are the only exception).
 - g. Rejuvenational pruning in which pruning bushes / trees more than 1/3 of its size.
 - h. Removal of excessive mulch or pine straw built up over time

- 19) Special Services:** Contractor can perform any additional work to repair damage caused by the occurrences listed below. This service is not covered under the scope of the Contract and **will be billed separately**. A written proposal will be provided to the HOA for approval before any of the work is undertaken:
- a. Act of vandalism
 - b. Storms
 - c. Hurricanes
 - d. Tornadoes
 - e. Ice / snow storms
 - f. Flooding
 - g. Any other acts of God
- 20) Length of Contract:** The contract will be for a period of one year, two years, or three years **as noted on proposal page 7** (with pricing information).
- 21) Compensation:** HOA agrees to pay Landscape Contractor an annual total of _____ as performance of the items in the base contract (see pricing on page 7 of proposal). Compensation will be paid in twelve (12) monthly payments of _____ per month, which equals the total annual sum. **A potential service fee of 1.5% per month may be added to all balances not paid within thirty days of invoice. This represents an annual rate of 18% as allowed by law.**
- 22) Fuel:** A fuel surcharge of ___% of the monthly landscape maintenance cost will be applied until fuel prices fall below a national average of \$4.00 per gallon, for regular gasoline, as estimated by AAA.
- 23) Cancellation/Termination:** It is agreed that either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. Compensation for the work completed prior to termination of the agreement will be prorated based upon termination date.

ACCEPTANCE:

This agreement incorporates the terms and conditions included herein and are hereby mutually agreed to be a fully integrated agreement. By signing below and returning one copy within 30 days of the date of this contract, the Association and the Contractor have read this agreement and fully understand its contents.

Sweetwater
Landscapes
Representative: Chris McLawhorn

Property Owner or
Authorized Agent: 

Printed Name: _____

Printed Name: Danielle Lyons

Date: _____

Date: 3/1/24

Sweetwater Landscapes provides for the maintenance and housekeeping of all exterior landscape areas, but specifically excludes lights and irrigation maintenance, which are billed as required. The type of maintenance and housekeeping is defined within the proposal and is designed to promote healthy growth and to create a beautiful landscape environment.

Sweetwater Landscapes proposes to make available all labor, material, and supervision to execute the following maintenance at a cost of:

Property: _____

Period of Coverage: _____

Schedule of Values / Cost

| Type of Work and Description | Quantity (# of mths, appl., cu.yd, bales, rotations, etc.) | Price (per mth, bale, cu. yd., etc.) | Annual Cost |
|------------------------------|---|---|-------------|
|------------------------------|---|---|-------------|

Base contract / weekly landscape maintenance

Notes:

Annual color / flowers: Flowers are installed twice per year (spring and fall):

Common areas:

Other specified areas:

Individual unit beds (billed to the homeowner):

Notes:

Application of pine straw

(____ bales per installation X ____ installations per year = ____ bales per year)

Notes:

Application of mulch

(____ cubic yards per installation X ____ installations per year = ____ cubic yards)

Notes:

Other additional item:

Other additional item:

Total Annual Cost:

Property: _____

Year: _____

| Turf Maintenance | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|--------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Mowing | | | | | | | | | | | | | |
| Edging | | | | | | | | | | | | | |
| String Trimming | | | | | | | | | | | | | |
| Aerate & Seed | | | | | | | | | | | | | |
| Fertilizer | | | | | | | | | | | | | |
| Pre-emergent | | | | | | | | | | | | | |
| Weed Control | | | | | | | | | | | | | |
| Lime | | | | | | | | | | | | | |
| Fire Ant Control (Mound Treat) | | | | | | | | | | | | | |
| Sweep / Blow Hard Surfaces | | | | | | | | | | | | | |
| Note: | | | | | | | | | | | | | |

| Plant Bed Maintenance | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|---------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Pine Straw / Mulch Installation | | | | | | | | | | | | | |
| Annual Flower Installation | | | | | | | | | | | | | |
| Hand Weed | | | | | | | | | | | | | |
| Spray Weeds | | | | | | | | | | | | | |
| Pre-Emergent | | | | | | | | | | | | | |
| Trim Groundcover | | | | | | | | | | | | | |
| Fertilize Groundcover | | | | | | | | | | | | | |
| Fertilize Shrubs | | | | | | | | | | | | | |
| Prune Shrubs | | | | | | | | | | | | | |
| Leaf Control | | | | | | | | | | | | | |
| Note: | | | | | | | | | | | | | |

| Special Services | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|----------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Irrigation On / Off | | | | | | | | | | | | | |
| Invoices / Upcoming Events | | | | | | | | | | | | | |
| Budget Planning | | | | | | | | | | | | | |
| Insect / Disease Monitor | | | | | | | | | | | | | |

Many of the services listed above are dependent on weather conditions and soil temperatures. The dates given are just a guideline and are based on ideal conditions.

Site References

Banks Pointe HOA

Fuquay Varina, NC
Beth Harvey – CAS, Inc.
Beth@CASNC.com
(919) 367-7711 ext. 1501

Addison Pond

Holly Springs, NC
Stacey Owen – PPM
SOwen@PPMRal.com
(919) 848-4911

Stratford Lakes HOA – Townhome Community

Durham, NC
Katie Kushner – Charleston Management
KKushner@charlestonmanagement.com
(919) 847-3003

Vista Green HOA

Raleigh, NC
PPM HOA – Jennifer Burch
jburch@ppmral.com
9919) 848-4911, ext. 117

Owens & Minor Distribution Facility

4200 Global Street Raleigh
General Manager - Mike Henry
Michael.Henry@owens-minor.com
(919) 212-4980