



DM Koehn
LANDSCAPING
Growing Relationships



Prepared for: Shannon Kolacz
Summer House in care of Condominium Concepts Management
700 Ocean Place,
Ponte Vedra Beach Florida 32082

Prepared by: David Koehn
D.M. Koehn Landscaping, Inc.
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4/13/2020

Property- Summer House
700 Ocean Place, Ponte Vedra Beach, Florida 32082

RE: Landscape Management Proposal

Dear Shannon Kolacz

Please review this updated agreement for your landscape management service. D.M. Koehn Landscaping provides the entire Jacksonville area and surrounding areas with excellent landscape management and installation services. We are recognized for our reliable, professional, affordable, high quality service.

- ✿ **Attention to Detail Matters**--Each maintenance crew works on providing the customer with very best landscape environment possible. The foreman will not leave the property until they are completely satisfied with the appearance. Properties are also visited weekly during and after visits for quality assurance. This also helps us monitor the turf conditions and helps us correct problems in the early stages.
- ✿ **Relationships—Growing Relationships One Client at a Time**-- At D.M. Koehn Landscaping, we like to maintain a close relationship with our customers and employees. We feel like success is fueled by excellent workmanship and a promise to provide the best service possible. We have improved the appearance of each property we have contracted. We pride ourselves on maintaining properties at the highest standards in this industry.
- ✿ **Full Service Company- You're One Stop Contractor!** D. M. Koehn Landscaping provides all services in the green industry. We are licensed in Irrigation, Pest Control, Full Service Installation, and we also provide Expert Tree Care. This makes for better communication between our divisions and in return you the customer can rest assure you are getting the most effective processes with less room for error. Other companies have many contractors involved with the process and this makes room for poor communication and deficiencies. We know the time it takes to provide unmatched service and the expectation of a beautiful landscape environment.

We are very serious about creating and developing long lasting relationships with our clients. We have an experienced and knowledgeable staff that is able to service all your landscape needs. When you partner with D.M. Koehn Landscaping you not only hire a contractor, you get a business partner who knows the importance of the value and beauty of your landscape.

Respectfully,

David M Koehn

David Koehn
President

Practical Specifications for Landscape Management Contract

SCOPE OF WORK:

GROUNDS MAINTENANCE

1. Turf Mowing / Trimming:

All turf areas will be mowed on average once every 7 days during the growing season and every 14 days throughout the remainder of the contract period. All mowing equipment will be professional grade equipment that provides a high quality cut and minimizes scalping in uneven areas of the terrain. During rainy or extended dry periods, more or less frequent mowing may be required. Mowing based on 42 times per year. 52 site visits will be included in this contract. This includes supervisor visits during the winter season.

Height of turf is to be determined by species and local conditions during the growing season and should conform to the following guidelines:

Bermudagrass 2.0 to 3.0 inches

Zoysiagrass 2.0 to 3.0 inches

Bahiagrass 2.0 to 3.5 inches

St. Augustine 3.5 to 4.5 inches

In conjunction with each mowing, trimming shall be performed around all buildings, trees, beds, and other permanent fixtures within the turf area. All debris will be removed from turf areas prior to mowing. Excess grass clippings will be raked or bagged as needed to maintain a neat appearance. All debris and grass clippings will be disposed off-site in accordance with all local laws and regulations.

2. Weed Control:

Weed control shall be maintained in shrubbery beds, mulched areas, and tree rings on a weekly basis during the growing season and as needed throughout the rest of the contract period. This may be done either manually or using herbicides, which are not harmful to the plant materials located in the shrubbery or mulch beds. All weeds larger than 2 in. in height or diameter should be removed from beds and disposed of off-site in accordance with all local laws and regulations.

All seams and cracks in sidewalks, curbs, and decks or patios will be managed for weeds on a weekly basis during the growing season and as needed throughout the rest of the contract period through chemical or manual control as needed.



3. Edging:

All sidewalks and curbs (hard edges) and beds (soft edges) will be mechanically edged weekly during the growing season and as needed throughout the rest of the contract period to maintain a neat appearance. Special care and attention will be taken to avoid sidewalk damage. Turf along sidewalks and curbs that cannot be mechanically edged due to unevenness or other obstacles will be edged with string trimmers or treated chemically to maintain a neat appearance.

4. Pruning:

All shrubs will be pruned or sheared to form a good growth habit and to fit into the total landscape plan. Shrubs will be inspected and pruned as needed every two weeks during the growing season and at least once a month during the remainder of the contract period. Shrubs should at all times appear professionally maintained, and should be pruned such that they do not interfere with ground level HVAC units. The minimum distance for shrub trimming near HVAC units is 3 feet. Over the winter season, shrubs will be cut back as required to form good growth habits for the species in question.

Groundcover will be maintained in a healthy, vigorous growing condition. Groundcover will be trimmed back from sidewalks, curbs, and paved areas as necessary during the growing season. Edges will be trimmed at an angle to maintain a more natural appearance.

Regular inspections of ornamental plants, shrubs, and trees for evidence of insect infestation will occur throughout the growing season. The Contractor will notify Property Management of any problems discovered during the inspections and provide recommendations on what should be done to rectify the situation.

TREE TRIMMING

All ornamental trees will be pruned as necessary so as to provide at least Ten (10) ft of clearance between the lowest limb and the surface grade where practical. Three (3) ft of clearance from building and other on-site structures will also be maintained as appropriate. Tree suckers, shoot growth, and tree limbs impeding walkways and parking areas will be pruned as needed.

The contractor shall not be responsible for major tree trimming work above a height of twelve (12) ft. If additional tree trimming work is required at the Property, Contractor shall report this to Property Management along with an itemized estimate of charges for authorization of financial expenditure.



5. Irrigation:

The Contractor will perform a thorough evaluation of the system the first time they perform work on the property. This evaluation, along with cost estimates to bring the system to acceptable working conditions, shall be given in writing to Property Management. The cost of this evaluation shall be included in the contract, with the exception of wire tracing. If wire tracing is needed, a separate bid will be submitted at the hourly rate listed in Exhibit B. Any necessary repairs shall be at the Owner's expense, if approved.

Regular inspections and maintenance of the irrigation system shall be performed monthly to assure that the system is in good working condition. Inspections will cover all aspects of the irrigation system and should including any rain and freeze sensors that are installed during the contract term pursuant to local regulations. Contractor will adjust system to provide even coverage throughout the site and prevent over-spray of water onto hardscape surfaces or buildings. The Contractor will also report any areas of poor drainage or lack of sprinkler coverage that result in plant loss. All clocks shall be adjusted monthly or as required to prevent over-watering without allowing any turf or other plantings to dehydrate and become damaged.

The Contractor shall make minor repairs to the system as necessary to keep it functioning properly. Repair recommendations should be made immediately and billed to the Owner as an itemized charge for approval. Any repairs required that exceed this amount will be presented to Property Management in the form of an itemized estimate of charges for authorization of financial expenditure. Any part of the irrigation system damaged by the contractor shall be replaced immediately at the contractor's expense, regardless of the cost.

Labor for repairs to damaged irrigation pipes or heads will be billed at \$65.00 per hour. Work will be performed by a trained technician.

6. Blowing:

Prior to beginning work, all debris and small pieces of trash will be removed from the landscaped areas and disposed of properly so not to affect grounds maintenance activities. If there are large quantities of debris or trash on the site, Property Management will be notified.

Upon completion of the work, all sidewalks, curbs, decks or patios, breezeways, and other paved areas will be cleared of dirt, grass clippings, and debris resulting from any contractor services using mechanical blowers or brooms. Ground level HVAC units will also be kept free from grass clippings or debris.



MULCHING

1. Mulch: (See exhibit B for details)

All beds and tree rings/wells will be maintained to achieve a sharp, well-defined bed line of at least 3 inches in depth. Soil from the edge definition must not be left in the bed area. Bed edges shall be true to their form in that they shall be straight or curved without jagged edges.

A mulch/pine straw layer will be installed within all previously mulched/pine straw tree rings/wells and shrubbery beds at the beginning of the growing season using a premium mulch/pine straw. The type of mulch/pine straw will be approved by management prior to installation. Complete weed removal from all beds shall take place prior to the installation of the mulch/pine straw. See Exhibit B for pine straw/mulch expense detail.

The mulch/pine straw layer will be a minimum of 2 inches in depth and will in no area exceed 4 inches in depth. Removal of existing mulch/pine straw as required shall be performed prior to placing any new mulch/pine straw so as not to exceed the total depth specified. Mulch/pine straw will not be mounded around tree trunks or other plant material as it promotes rot and disease in the plants. Also, a 2 in. gap will be maintained between mulch/pine straw and building foundation so that the full aboveground portion of the foundation remains visible.

TURF CARE PROGRAM- See detailed breakdown listed in "Exhibit C"

The contractor shall implement a program that includes a minimum of six applications of fertilizer and weed control to maintain all turf areas in a healthy, vigorous growing condition. Applications should include slow-release fertilizer or approved equivalent with suitable rates of nitrogen, phosphorous, and potassium nutrients as well as a spring and fall pre-emergent herbicide application, post-emergent herbicide applications, and spot treatments as necessary. At least (2) of these applications are to be applied with a slow release granular product.

Fertilizer and weed control applications should be in accordance with recommendations for the type of turf and soil conditions present, and for the specific regional climate conditions. Contractor shall present fertilizer and herbicide recommendations to the Owner at the beginning of each growing season for approval. Contractor shall be responsible for ensuring that turf care program results in dense, healthy, weed-free turf and is encouraged to conduct periodic soil tests to inform the turf program.

All chemicals will be used in accordance with label directions and the manufacturer's recommended handling instructions. All chemicals will be handled in accordance with all applicable laws and regulations.



The landscape maintenance contractor will take precautions to keep persons away from treated areas until the area is safe for entry. Contractor will also notify property manager at least 24 hours in advance of all chemical treatments. Contractor shall provide property manager with applicable MSDS sheets prior to using products.

TREE AND SHRUB PROGRAM- See detailed breakdown listed in “Exhibit C”

ALL APPLICATIONS WILL STRICTLY CONFORM TO MANUFACTURERS LABEL DIRECTIONS. FERTILIZATION WILL BE PERFORMED BY A LICENSED PEST CONTROL TECNNICIAN & EXCEED CONTRACT REQUIREMENTS.

PALM TREE PRUNING AND LARGE SCALE TREE WORK

1. Palm Tree Pruning:

- All palms will be pruned 1 time per season and will be performed at the optimum time recommended for that specific species.

2. Large Scale Tree Work: *All tree work is bid separately and based on scope of work*

- All large oaks and other trees can be selectively pruned, shaped or removed if needed.

LEAF REMOVAL AND PROPERTY CLEAN-UP

1. Leaf Removal:

Spring cleanup will involve the removal of all leaves from the landscaped areas. Annual plant and flower debris will also be removed from all beds. All leaf and clipping debris shall be properly disposed of offsite.

2. Storm Clean-Up: Cost \$ Additional charges apply

All leaves and miscellaneous debris will be collected and removed from the entire property as part of a storm clean-up plan. Excessive amounts of debris and trees from the event of a natural disaster will be billed separate and charged and hourly rate.

SEASONAL COLOR-

1. Contractor will install annual color 4 times per season. Specified varieties, size and spacing will be recommended per climate and location of plantings. All beds will be fertilized and maintained regularly during routine visits.



Exhibit "B"
LANDSCAPE MANAGEMENT

Monthly Landscape Management- Base Services-	\$11,856.00
Leaf Truck- (Monthly fee for 5 days in spring) \$4,800.00 annually	\$400.00
Annual Fee- Base Services & Leaf Pickup w/equipment	\$147,072.00

52- SITE VISITS -Manpower breakdown (**9 men + production specialist for 8 hrs. 52 weeks a year**)
MOWING, EDGING, WEEDING, LINE TRIMMING
BED WEED CONTROL
BLOWING DEBRIS
TREE WORK - 12FT AND BELOW
HEDGE TRIMMING
ANNUAL FLOWER- DEAD HEADING

Irrigation Inspection Service-Monthly	\$1,200.00
Irrigation Inspection Service -Annually	\$14,400.00

MONTHLY INSPECTION WITH NEEDED ADJUSTMENTS—Manpower- (2 days with irrigation tech) 16 hrs per month
CLEARING CLOGGED FILTERS
COMPLETE IRRIGATION REPORT
ASSIST IN SEASONAL TIMER ADJUSTMENTS

Palm Pruning- Bid per Job	\$
Palm Pruning -Annually	\$35-50 per Palm

1X PER YEAR PRUNING OF ALL PALM TREES-(43 Palms)
REMOVE DEAD FRONDS, SEED PODS AND BLOOM SPIKES
REMOVE OLD BOOTS IF NEEDED
ALL EQUIPMENT
DUMP FEES & CLEANING SITE

Annual Flower Rotation- Monthly-price \$2.00 per plant	\$1,080.00
Annual Flower Rotation Annually	\$12,960.00

PROFESSIONAL INSTALLATION 1620 UNITS 4X PER YEAR
TOTAL NUMBER OF UNITS= 6,480 PLANTS ANNUALLY
FERTILIZER
NEEDED SOIL
WEED CONTROL

Mulch Installation- Monthly	\$N/A
Mulch Installation- Annually	\$

PROFESSIONALLY INSTALL 450 CUBIC YARDS OF PREMIUM CYPRESS MULCH- Price- \$50.00 per CYD
CLEAN NEEDED BEDS
PROVIDE ALL EQUIPMENT AND MATERIAL

Exhibit "C"
TURF/ PALM TREE-PEST CONTROL AND FERTILIZATION

Fertilization / Pest Control/ Weed Control -Monthly-18 acres of turf	\$1,750.00
Fertilization/Pest Control/ Weed Control- Annually	\$21,000.00

TURF FERTILIZATION 6 TIMES PER YEAR
WEED & INSECT CONTROL 6 TIMES PER YEAR
DISEASE CONTROL 6 TIMES PER YEAR

Ornamental Fertilization/ Insect Control- Monthly	\$250.00
Ornamental Fertilization/ Insect Control- Annually	\$3,000.00

TREE/SHRUB FERTILIZATION 2 TIMES PER YEAR
TREE/SHRUB INSECT & DISEASE 3 TIMES PER YEAR

Palm Tree Fertilization/ Insect Control/ Fungus control- Monthly- Waived	\$0.00
Palm Tree Fertilization/ Insect Control/ Fungus control- Annually Waived	\$0.00

LANDSCAPE MANAGEMENT INVESTMENT- BREAK DOWN

MANAGEMENT MONTHLY PRICE- (General Services) **\$16,536.00**
General Maintenance, Irrigation inspections, Fertilization/weed/pest program, and annuals

MANAGEMENT ANNUAL PRICE- (General Services) **\$198,432.00**

TURF, TREE/SHRUB AND PALM PROGRAM DETAILS

TURF PROGRAM DETAILS/ SCHEDULE

January - Liquid Potassium application, pre emergent weed control, insect control, broadleaf weed control. Grassy weed control applied as needed.

February - Property inspection

March - Granular 24-2-11 (50% slow release) with full micro nutrient package; Spot treatment of any insect activity, fungus activity, and weed activity.

April - Property inspection

May - Liquid fertilization with micro nutrients, pre emergent weed control, insect control, broadleaf weed control applied to all grass. Grassy weed control applied as needed.

June - Property inspection

July - Liquid fertilization with micro nutrients, pre emergent weed control, insect control, broadleaf weed control applied to all grass. Grassy weed control applied as needed.

August - Property inspection

September - Granular 24-2-11 (50% slow release) with full micro nutrient package; Spot treatment of any insect activity, fungus activity, and weed activity.

October - Property inspection

November - Liquid Potassium application, pre emergent weed control, insect control, broadleaf weed control and fungus control applied to all. Grassy weed control applied as needed.

December - Property inspection.

Schedule of Services - Palms

January - Palm inspection

February - Root drench with Insect and Disease control of all palms

March - Granular slow release fertilizer applied to all palms

April - Crown drench of Medjool Palms with Insect and Disease control; Crown and root spray of Queen and Sylvester Palms with Insect and Disease control

May - Granular slow release fertilizer with additional Manganese applied to all palms

June - Palm Inspection

July - Granular slow release fertilizer applied to all Queen and Medjool Palms. Root drench of all palms with Insect and Disease Control

August - Crown drench of Medjool Palms with Insect and Disease Control

September - Granular slow release fertilizer with additional Manganese applied to all palms

October - Palm Inspection

November - Crown and root spray of all palms with Insect and Disease Control

December - Palm Inspection



ENHANCEMENT AND BEAUTIFICATION SERVICES

FLORIDA LANDSCAPES ARE A VERY DIFFICULT TO DESIGN AND MANAGE DUE TO THE EVER CHANGING WEATHER PATTERNS AND THE LACK OF KNOWLEDGE WHEN INSTALLING PLANTS IN AREAS AROUND YOUR PROPERTIES.

THE PROFESSIONALS AT D.M. KOEHN HAVE THE KNOWLEDGE AND EXPERIENCE TO ENAHANCE YOUR PROPERTY CORRECTLY. OUR TEAMS HAVE DESIGNED AND INSTALLED MANY BEAUTIFUL LANDSCAPES THROUGHOUT NORTH FLORIDA. OUR GOAL IS TO MAXIMIZE THE VALUE AND PERCEPTION OF YOUR PROPERTY BY CHOOSING SUSTAINABLE MATERIALS THAT DELIVER RESULTS! WE PROMISE TO BE A PROACTIVE PARTNER THAT WILL CONTINUE LOOK FOR IDEAS THAT WILL UPGRADE YOUR PROPERTIES CURB APPEAL AND VALUE.



Before

Visualizing the Possibilities!!

D.M. Koehn Landscape uses state of the art digital imagery technology to show its clients exactly how their new landscape will look before it's planted.



After

An Industry Leader!!

Our company has the capabilities to envision and install any size project. Our teams work with builders, developers, multi-family and the Condo Industry.





**Excellent
Communication!!**

Our company is committed to providing you with clear communication and guaranteed satisfaction. We would love to earn your business and create a customized plan to enhance your properties challenged landscape.

Before



After

Contract Pages for Landscape Management Services

This agreement is made by and between **Summer House (As Agent of the Owner of Record)** herein after referred to as the "**Client**", and **D.M. Koehn Landscaping, Inc.**, herein after referred to as the "**Contractor**".

The parties referenced above herein desire to enter into this agreement to be governed by the following term, conditions and stipulations.

1. **LOCATION:** This Landscape Management agreement is for services to be provided by the Contractor for the Client at the following described property:

Job Name: Summer House

Physical Job Address: 700 Ocean Place, Ponte Vedra Beach, Florida 32082

2. **TERM:** The term of this agreement is for **Twelve (12)** consecutive months commencing on the 1st day of June, 2020.
3. **SPECIFICATIONS:** The Contractor agrees to provide the landscape management services within the time and manner described in "The Landscape Management Proposal" attached hereto by reference. The Contractor shall not be held liable for any loss, damage, or delays caused by fire, civil or military authority, inclement weather, animals, vandalism, or any other causes beyond their control.
4. **COMPENSATION:** The total amount to be paid under this maintenance contract yearly is **\$198,432.00** which will be payable in equal monthly installments of **\$16,536.00**. This will be billed at the time of installation and payment is due on receipt. All monthly installments are due on the (1st) day of each month of service and are past due after (30) days. Past due installments shall incur a service charge of 1.5% per month.
5. **PAYMENT MAILING ADDRESS: All payments under this contract will be mailed by the Client to the Contractor at:**

P.O. Box 57685, Jacksonville, FL 32241.
6. **RENEWAL:** This contract shall automatically renew for an additional twelve (12) month term, without notice. Either party may cause this contract NOT TO RENEW by mailing a "Letter Of Intent To Cancel" by Certified Mail to the other party at least thirty (30) days prior to the ordinary termination date of this contract, or any renewal hereof. Unless



otherwise negotiated in advanced all renewals shall reflect a contractual fee increase not to exceed 3% over the existing amount- *only if approved by management*.

7. **BILLING ADJUSTMENTS:** The monthly installments due under this contract are intended to reflect one twelfth (1/12th) of the entire annual amount stated in paragraph # 4 above. The stated monthly installments do not necessarily reflect the payment of actual work performed for given month. Upon the cancellation or termination of this contract by either party for any reason, including but not limited to the sale or transfer of the management or ownership of the property, the Contractor will be entitled to audit the contract and produce a final adjusted bill representing payment for services and/or materials actually delivered through the date of cancellation, less all contractual payments received through that date. Payment of this invoice will be due and payable upon receipt of the Client.

8. **CANCELLATION:** During any active term this contract may be canceled by either party by providing to the other a "Written Notice Of Cancellation", delivered by Certified Mail. Notices received shall cause an effective final date of billable service of not less than thirty (30) days after the date of receipt. If the Client desires to cancel this contract it will be for specifics related to the contractual scope of work only, and an itemization of deficiencies shall accompany the written notice of cancellation. The Contractor shall have a maximum of fifteen (15) days to correct such itemized deficiencies. If corrections are completed within fifteen (15) days the written notice of cancellation shall be canceled and withdrawn, with the terms and stipulations of this contract continuing without interruption. For the purposes of this provision all notices will be sent to the addresses shown at the top of this contract.

I have read and agreed to all terms and conditions of this landscape management contract. Changes may not be made to this contract unless in writing, signed by company and customer, and made a part of this contract.

Customer's Signature _____

Date_____

D.M. Koehn Landscaping Representative's Signature _____

Date_____

