

Specifications for Landscape Contract

12/8/2015

ARTICLE I

Terminology

1. Throughout these Specifications, the following terms shall have the indicated meanings:

	<u>Term</u>	<u>Meaning</u>
a.	Kalmia	Kalmia Landing Homeowners Association
b.	Contractor	Entity performing the work
c.	Contractor Manager	Contractor person responsible for work under these specifications
d.	Contractor Supervisor	Contractor person responsible for supervising the work crew. (At times, Contractor Manager and Contractor Supervisor may be the same person.)
e.	On-site	Within Kalmia Landing

ARTICLE II

Responsibilities

1. Contractor shall provide all labor, supervision, equipment, tools, fertilizer, and chemicals to accomplish the requirements of these Specifications. Kalmia shall provide all pine straw mulch, irrigation system parts, and other materials as specified herein.
2. In accomplishing maintenance of the Kalmia grounds, Contractor shall follow practices consistent with those recommended by the Cooperative Extension Service, Clemson University (hereafter referred to as Cooperative Extension Service).

ARTICLE III

Lawn Areas

1. Lawn areas shall be mowed once per week (as determined by Kalmia), to maintain the proper grass height. Grass shall be cut to about 2 ½ to 3 inches as determined by Clemson Extension. Grass clippings shall be collected during or after mowing and taken offsite in accordance with Article XI. Grass clippings may be mulched rather than collected with the approval of Kalmia. Care shall be taken during mowing to prevent grass clippings from being thrown into heat pump or air conditioning units.
2. A neat edge shall be maintained around lawn areas at all curbs, walks, driveways, patios, and shrubbery/tree (pine straw mulched) areas in order to keep grass from intruding on or into these areas. Any grass intruding into pine straw beds shall be removed. Such edging shall be accomplished by use of a steel blade and be done at least every three weeks during the normal growing period, which period will be designated by Kalmia. In appropriate situations, herbicides may be used when authorized by Kalmia.
3. All paved areas, including patios, walks, driveways, and streets shall be blown free of grass clippings, trash and leaves after each mowing. Such grass clippings, trash and leaves shall be collected and removed from developed lots and common areas prior to the end of the work day on which mowing occurs. During months when lawns are not mowed every week these areas shall be cleaned once per week during periods of pine needle/leaf fallings to maintain a neat appearance.
4. The grass on vacant lots shall be cut adjacent to the streets to maintain a trimmed set back of approximately 10 feet. In addition, Kalmia may direct cleanup and complete mowing of vacant lots. The cleanup and mowing beyond 10 feet shall be an additional cost paid by Kalmia.
5. Lawn areas shall be fertilized and limed at frequency and rate based on soil analysis. Soil samples shall be taken at least annually and submitted to the Cooperative Extension Service for analysis. Based on results of these tests, Contractor shall recommend any changes in fertilizer or liming practices that will improve the overall health and appearance of the lawn areas. Kalmia shall approve the application of the fertilizer and lime. Contractor shall pay the cost of the fertilizer and lime. Contractor may sub-contract for application of fertilizer and lime if approved by Kalmia.

ARTICLE IV

Shrubbery and Tree Areas

1. Shrubbery and tree areas designated by Kalmia shall be mulched with pine straw to a depth of 3 to 4 inches once per year or as otherwise determined by Kalmia. Natural falling pine straw may be adequate in some areas. Kalmia shall pay the cost of new pine straw. The labor to spread the pine straw shall be provided by Contractor.
2. Shrubbery and tree areas shall be inspected at least twice per month and any debris on the ground such as pinecones and broken limbs shall be removed. All such debris shall be taken offsite in accordance with Article XI.
3. All shrubbery (including shrubbery close to the inside of the fence) shall be pruned as recommended by the Clemson Extension Services. Kalmia, shall determine the time of pruning. All clippings shall be collected and taken offsite in accordance with Article XI. In those cases where individual home owners desire to do their own pruning, their property shall be clearly marked by Kalmia with a red "dot" on the curb in front of the home to reflect that desire.
4. Dead branches shall be removed from all trees to a height of at least eighteen feet. In addition, Contractor shall remove live branches, which touch or threaten to touch any patio home, the villas, the condominium building, the clubhouse, the perimeter fence, or vehicles in streets or parking areas. Trees shall be pruned during the winter dormancy period. Small new growth (sporadic growth or suckers) on trees shall be pruned as necessary during the growing season. All removed branches shall be taken offsite in accordance with Article XI.
5. Contractor shall recommend a fertilization program for shrubbery and trees based on appearance of the shrubs/trees and the results of soil analysis by the Cooperative Extension Service. Kalmia shall approve the application of fertilizer. Contractor shall pay the cost of the fertilizer. Contractor may sub-contract for application of fertilizer if approved by Kalmia.

ARTICLE V

Common Areas

1. Common areas requiring landscape maintenance include the Clubhouse area including pool area, Entrance area, Gregg Avenue frontage, Hudson Street shoulder, islands in cul-de-sacs, green space between Clarendon Place and Oak Place, empty lot to right of 720 Landing Drive, Gazebo Park including pond area, emergency access, Hospital access, and Lot 137.
2. Each week, Contractor shall remove litter and debris from the Gregg Avenue frontage. Once each month, Contractor shall remove litter and debris from the Hudson Street shoulder.

ARTICLE VI

Control of Weeds, Insects, and Diseases

1. Weeds along Hudson Street, outside the Kalmia fence, shall be cut when necessary, as determined by Kalmia, and at least four times per year. Cut material shall be removed from the street and taken offsite in accordance with Article XI. Weed killer may be used as a substitute for cutting with the approval of Kalmia.
2. Weeds along the inside perimeter of the Kalmia site fence shall be cut at least once per year in the middle of the growing season, to allow reasonable access to the fence for maintenance.
3. Weeds and Centipede grass runners shall be sprayed with herbicide on a weekly basis from shrubbery, tree, and all other pine straw areas. Contractor if approved in advance by Kalmia may use weed killers. Kalmia shall approve the type of weed killer and its application. Contractor shall pay the cost of the weed killer.
4. Pre-emergence herbicides shall be used for weed control in lawn areas and may be applied with fertilizer if appropriate. Such application must be recommended by Contractor as to timing, frequency, and material and be approved by Kalmia. Chemicals shall be used when needed to control insects and diseases. The application of all pesticides, herbicides, and fungicides shall be recommended by Contractor and approved by Kalmia. Contractor shall pay the cost of all pesticides, herbicides, and fungicides. Contractor may sub-contract for application of pesticides, herbicides, fungicides, and weed killer if approved by Kalmia.
5. Shrubby shall be monitored by Contractor on a regular basis throughout the year to insure that any problem will be detected and controlled in the early stages.
6. Shrubby shall be sprayed when needed for insects and diseases. The application of sprays shall be recommended by Contractor and approved by Kalmia. The schedule for spraying shall be established by Contractor in consultation with Kalmia. Contractor shall pay the cost of chemicals for spraying. Contractor may sub-contract for application of sprays if approved by Kalmia.
7. When problems with voles, mole crickets or insects such as fire ants are known to occur, appropriate control measures shall be taken by Contractor. Contractor shall pay the cost of chemicals for vole, mole cricket, and insect control.

ARTICLE VII

Sprinkler Irrigation System

1. Kalmia shall be responsible for operation of the installed sprinkler system and shall determine the appropriate timing of irrigation periods for grass and shrubbery needs. Irrigation periods shall be adjusted to conform to seasonal changes and to provide for the most economical water usage as determined by Kalmia. Contractor shall advise Kalmia whenever its observations indicate that irrigation periods need to be adjusted. The irrigation system shall be operational by April 1 and Kalmia shall perform all necessary testing of the system prior to April 1 to assure that the system is ready to be placed in operation. The Contractor Manager shall turn on, turn off, and adjust days for sprinkling on the irrigation timers as directed by Kalmia.
2. Contractor shall be responsible for all minor maintenance and repairs to the installed irrigation system and for such major maintenance and repairs to the system as determined to be necessary by Kalmia. Minor maintenance and repairs shall be understood to involve such work as adjusting sprinkler heads, installing sprinkler head risers, replacing impact pop-up heads and performing other such incidental repairs. Minor repairs are considered within the scope of the work to be performed under these Specifications. Major maintenance and repairs shall be understood to involve such work as replacement of zone valve solenoids, replacement of valves, replacement of timers, repair of broken pipes, repair of buried electrical wires, and performing other such major repairs. As long as the Contractor can complete any of the irrigation needs during the period that they are on property there will be no additional charge. The Contractor shall provide emergency repairs to the irrigation system Saturday and Sunday as necessary by Kalmia at an hourly rate of \$55.00.
3. The cost of replacement parts for the irrigation system such as sprinkler heads, valves, solenoids, wiring, and timers shall be paid by Kalmia.
4. Contractor shall supply repair parts and labor for repair at no cost to Kalmia in the event Contractor causes irrigation system damage.

ARTICLE VIII

General

1. Throughout these specifications, there are services to be recommended by Contractor to Kalmia. Such recommendations are mandatory, not optional. They are to be made on a timely basis to give Kalmia time to consider and reach decisions.
2. The Contractor Manager shall maintain contact with a person or persons designated by Kalmia and shall be available for discussion and suggestions on Contractor's performance and on the resolution of any identified landscape maintenance problems and irrigation system problems. All formal complaints by Kalmia concerning landscape maintenance problems, irrigation system problems, and Contractor workmanship,

- quality of work, or performance shall be in writing to Contractor, using a procedure established by Kalmia. Contractor shall have twenty-four (24) hours thereafter to complete corrective action for minor irrigation system problems and seven (7) days thereafter to complete corrective action for all other complaints and identified problems. Time is of the essence.
3. Contractor may make its services available to Kalmia for work not contained in these Specifications at prices approved in advance. Such services and work shall be done at times other than during Contractor's regular days and hours or with additional personnel brought in to perform these special services.
 4. Contractor shall be available for snow removal from, and ice control on all streets, driveways, walks and heat pumps in Kalmia Landing upon telephone notice from Kalmia. The cost of snow removal and ice control shall be an additional charge to be paid by Kalmia.
 5. Contractor shall provide technical and professional advice on existing or potential landscaping problems and irrigation system problems. Contractor shall provide Kalmia with a statement of qualifications and experience of the employees or consultants responsible for the technical and professional advice.
 6. Contractor shall provide its services in such a way as to cause minimum inconvenience to Kalmia residents.
 7. Contractor shall repair damage to turf, trees, shrubbery, plants, buildings, paving, irrigation, and all other property caused by its actions.
 8. Contractor shall recommend suppliers for pine straw mulch, and irrigation system parts, which recommendations are not binding on Kalmia. In doing so, Contractor shall consider prices, quality of products, and reliability of service.
 9. Supplies chargeable to Kalmia shall not be ordered by Contractor without the advance approval of Kalmia. Such supplies shall be stored at Kalmia Landing as specified by Kalmia.
 10. All Contractor equipment (mowers, edger's, spreaders, sprayers, trailers, trucks, etc.) shall not be stored on-site. All contractor equipment shall be removed from Kalmia Landing at the end of each day and shall be stored at the Contractor's facility off-site.
 11. Contractor assumes all responsibility for work done on the premises of Kalmia. Contractor shall indemnify and hold Kalmia harmless for all liabilities, including attorney fees and court costs, incurred by Kalmia in connection with any work done by Contractor. This indemnification shall survive termination of the formal contract.

Article IX

Work force and Supervision

1. Contractor shall supply a full time crew of at least three workers and a Contract Supervisor for a minimum of five days per week. Work time lost due to rain shall be made up by using more workers on available days or by working the sixth and/or seventh day(s) of the week.
2. Contractor shall provide on-site supervision of its employees whenever those employees are working on the Kalmia site to insure complete and satisfactory performance of work.
3. The Contractor Manager shall make a walking inspection of all property visible from all Kalmia streets (including the Entrance, and Condo, Villa, and Clubhouse parking lots) at least once each week. At least once every two weeks, the Contractor Manager shall make a walking inspection of all Kalmia back and side yards as well as common property such as the grounds around the Pond and Clubhouse. During these walking inspections, the Contractor Manager shall note any work required from a landscaping or irrigation viewpoint shall record and report to Kalmia such needed work. These work items shall be passed on to the contractor work crew, and the Contractor Manager shall check for completion on the next walking inspection.
4. Contractor employees shall be properly dressed at all times with shoes, pants and shirts appropriate for the work. Contractor employees working on the Kalmia site shall wear at least one item of clothing that identifies them as Contractor employees. Contractor shall be responsible for safety glasses, masks, and other special clothing.

ARTICLE X

Insurance

1. Contractor shall carry liability insurance while working under the terms of these Specifications in an amount equal to or greater than \$1,000,000 covering both bodily injury and property damage. Policy endorsement is required showing Kalmia Landing Homeowners Association and Kalmia Landing Condominiums Association as additional insureds. Proof of such insurance shall be provided to Kalmia prior to the start of work.
2. Worker's compensation insurance as required by the State of South Carolina shall be provided by Contractor. Proof of such insurance shall be provided to Kalmia prior to start of work. If the Contractor Manager elects, as an individual, not to carry worker's compensation insurance on himself, the Contractor Manager must provide Kalmia a written and signed declaration to such effect. The declaration shall release Kalmia from all responsibility in the event of personal injury to the Contractor Manager in connection with work under these Specifications. This declaration must be provided prior to the start of work.

ARTICLE XI

Handling of Yard Waste

Contractor shall collect resident-generated yard waste on Monday of each week that is placed by 10:30 a.m.

All yard waste shall be removed on a daily basis to some off-site (outside of Kalmia Landing) location. The method to be used is up to the contractor and may include hauling the waste in the "as-collected" form, the use of a shredder/chipper/bagging operation, or any other method the Contractor wishes. All such waste must be transported and disposed of in a legal manner acceptable to City, County, and State authorities.

ARTICLE XII

Roof and Gutter Cleaning

1. Contractor shall provide cleaning of roof, gutters and downspouts at the first part of the year on all patio homes and villas.
2. During the timeframe of June to July, Kalmia will designate to the Contractor, additional cleaning of approved roofs, gutters and downspouts.
3. Contractor shall provide throughout the year, as requested by work order and scheduled by Kalmia cleaning of roof, gutters and downspouts in a timely manner.
4. Should the total number of said homes cleaned by the Contractor exceed the set number of 260, Kalmia will be charged at a rate of \$25.00 per unit.

ARTICLE XIII

Resident Work Orders

1. Kalmia will electronically provide work order requests to the Contractor. If said work is covered under contract, Contractor shall complete work promptly. Contractor shall provide feedback to Kalmia on completion of work orders.
2. Kalmia Representative will review and resolve any work order that is outside of the scope of the contract.

GENERAL MAINTENANCE SCHEDULE

January	Rake beds removing excess mulch and pine straw and re-mulching. Roof, gutters and downspout cleaning begins. Prune Crepe Myrtles where necessary.
February	Finish raking beds removing excess mulch and pine straw and re-mulching Apply pre-emergence weed control chemical. Roof, gutters and downspout cleaning continues. Pine straw application begins. Prune Crepe Myrtles where necessary.
March	Check irrigation system. Clear Azalea beds and apply pine straw. Finish pruning Crepe Myrtles Continue pine straw application. Start spring pruning of shrubs. Begin edging of driveways, sidewalks, curbs and bedding areas.
April	Begin turf mowing as required Fertilize Azaleas after blooming. Fertilize shrubs as required. Spot spraying of weed killer. Continue pruning of shrubs. Continue pine straw application.
May	Apply first turf fertilizer between May 5 and May 15. Use slow-release granular nitrogen. Start pruning Azaleas. Continue pruning of shrubs. Continue pine straw application Weed control as required.
June	Continue pruning of shrubs. Apply turf insecticides, if required. Mowing, blowing, weeding, edging and trimming as needed. Continue pine straw application. Roof, gutters and downspouts cleaning per work order.
July	Continue to mow, blow, weed, edge and trim as needed. Second turf fertilizer application six weeks after the first application Roof, gutters and downspouts cleaning per work order.
August	Continue to mow, blow, weed, edge and trim as needed to maintain a neat appearance.

- September** Fall pruning of shrubs.
Continue to mow, blow, weed, edge and trim as needed to maintain
a neat appearance.
- October** Fall pruning of shrubs.
Rake pine straw.
Turf mowing ceases- leaf collection continues.
Apply pre-emergence weed control for turf and beds.
Turn off water at end of the month.
- November** Complete pruning of shrubs by early November.
Rake or vacuum to collect leaves and dispose of them properly.
- December** Clearing of beds of leaves and applying pine straw mulch.
Cut Liriope