



Arboricultural Management

18430 SW 224 Street, Miami, FL 33170

Phone 786-521-6501

[www.greenwisegroup.com](http://www.greenwisegroup.com)

SUBMITTED TO: Hammocks Community Association Incorporated (the "Association")

DATE: January 14, 2025

JOB NAME/LOCATION: Month-to-Month Tree Services – Starting January 2025

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1) Contractor will provide the following services:

- All phases of tree and palm pruning (A-300 Standards)
- Tree removal
- Stump and root removal
- Root pruning
- Debris removal (from work performed by Contractor)
- Arborist consulting

**The following services are not included in annual contract:**

- Dump fees for debris that cannot be chipped / large logs – will be billed @ \$23.00 / yard
- Tree removal permit expediting & fees

2) Contract includes:

- Daily communication with ISA Certified Arborist
- All equipment needed to perform all types of tree care operations, including bucket trucks, spider lifts, polecats, stump grinders & grapple truck
- (3) man crew
- Required safety equipment
- Debris chipped and removed daily
- Weekly reports including: area trimmed, number of trees and palms, and before and after photos
- Hours 7:00 am – 2:00 pm
- **15 total working days - 13 days with 1 (3) man crew & 2 days with 2 (3) man crews**
- **(START DATE 1/15/25 or as soon thereafter as possible)**

3) Property Tree Maintenance Schedule and Work Orders

The Contractor shall perform only the Board-approved services in the attached January 14, 2025, Tree Maintenance Schedule on a month-to-month basis (15 days per month) until completion. These services are

limited to the Hammocks' common areas, including areas around the lake. Due to the late start in January 2025, any remaining days from this initial 15-day period may be completed in February 2025. This exception applies only to January 2025. Future adjustments to the schedule require prior Board approval.

Any additional services or Work Orders, including those in Neighborhoods managed by the Hammocks, require prior Board approval before work begins. Work Orders for services beyond the approved Tree Maintenance Schedule also must be approved by the Board before work starts. The Contractor shall not begin any work outside the approved Tree Maintenance Schedule or Work Orders without prior written authorization from the Board.

Work in the common areas and any of the 18 neighborhoods managed by the Hammocks must be invoiced separately each month, with each invoice clearly specifying the location of the work. Charges for common areas and neighborhoods, or between neighborhoods, must be billed separately and may not be combined in any monthly invoice. The Contractor must allocate its daily rate in each monthly invoice to the specific common area or neighborhood serviced.

The Contractor shall email all service matters to the Board and property manager at an address designated in writing by the Board. Unauthorized work—regardless of instructions from any individual Board or Committee Member—constitutes grounds for termination. Approvals of all work must be confirmed in writing and signed by the Board President.

#### 4) Use of Association Personnel and Equipment

The Contractor shall use its own personnel, tools, and equipment to perform all services required under this Agreement. The Contractor is strictly prohibited from using any of the Association's maintenance personnel, staff, or equipment—including but not limited to pickup trucks, shovels, golf carts, or any other Association property—for any purpose related to the services under this Agreement. Any violation of this provision shall constitute grounds for immediate termination of this Agreement.

#### 5) Tree Repair and Replacement

The Contractor acknowledges that its employees inadvertently damaged bushes on S.W. 88th Street, between S.W. 152nd Avenue and S.W. 147th Avenue, while addressing issues caused by the Department of Transportation's prior work. Under this Agreement, the Contractor shall repair and restore the damaged trees at no cost to the Association. This includes cleaning, replacing, and adjusting the trees to their original condition before the DOT cutting, as well as rectifying any damage caused by the Contractor's equipment. All work shall adhere to the standards set forth in this Agreement.

**This Agreement may be terminated by either party, without cause, with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to Green Wise Group LLC at 18430 SW 224 Street, Miami, Florida 33170, and to the Hammocks Community Association Incorporated at 9020 Hammocks Boulevard, Miami, Florida 33196, with a copy via email.**

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This proposal becomes a contract when signed by both parties.

We hereby propose to furnish labor and material – complete in accordance with above specifications, for the monthly sum of: **TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00 US)**

Services commence at the beginning of the month. Payment to be made as follows: **DUE AT END OF MONTH.**

**This proposal may be withdrawn by us if not accepted on or before thirty (30) days.**

### **ACCEPTANCE OF PROPOSAL**

DISCLAIMER: Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made by Green Wise Group are intended to minimize or reduce hazardous conditions that may be associated with trees. However, there is and there can be no guaranty or certainty that efforts to correct unsafe conditions will prevent breakage or failure of a tree. Our recommendations should reduce the risk of tree failure but they cannot eliminate such a risk, especially in the event of a storm or any other act of God. Some hazardous conditions in landscape are apparent while others require detailed inspection and evaluation. While a detailed inspection and evaluation should and normally does result in the detection of potentially hazardous conditions, there can be no guaranty or certainty that all hazardous conditions will be detected.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

### **TERMS AND CONDITIONS**

Payment will be made as outlined above. Payment is due upon performance of services. Any monies not paid will bear interest at 1.5% per month, annual rate 18%. If Green Wise Group is required to retain an attorney to collect amounts that are due, the owner will be responsible for reasonable attorneys fees and costs incurred by Green Wise Group whether pre-litigation, at the trial or appellate levels.

Green Wise Group shall be responsible for the rectification of any damage caused solely by its employees. The Customer acknowledges that whether it experiences mold or mildew growth within the premises depends largely on how the Customer and/or persons other than Green Wise Group monitor conditions within the premises and maintains the premises. Customer agrees that Green Wise Group will not be responsible for any damages caused by mold or mildew, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of value or use

and adverse health effects except to the extent directly attributable to the sole negligence of Green Wise Group.

Customer is responsible for properly informing Green Wise Group of all property lines, all underground utilities or other relevant underground conditions, easements, rights-of-way, or other applicable covenants or restrictions affecting the property prior to commencement of the work.


Green Wise Group has not made any soil studies, and is proceeding with the proposed work on the assumption that the underlying soil or land is suitable for the work. If extra work is required due to these conditions, the contract sum may be reasonably adjusted as necessary.

Green Wise Group is not responsible for any damage to lawns, landscaping, pavement, irrigation systems, sub-surface improvements of any type or other portions of the property which occur due to the type of equipment which is being used or which result from any cause except to the extent solely and directly resulting from the gross negligence of Green Wise Group.


By signing below the Association acknowledges that it has read and agrees to all the information above.

Sign and date:

Association:

 01 / 17 / 2025  
By: Don Kearns as President of  
Hammocks Community Association  
Incorporated

Contractor:

 01 / 17 / 2025  
By: Gene Sherwood as Manager of  
Green Wise Group LLC

Approved by:

*David Gersten, Court Appointed Monitor* 01 / 17 / 2025  
Judge David M. Gersten (ret.) as  
Court Monitor of the Hammocks Community  
Association Incorporated



Gene Sherwood  
ISA Certified Arborist #FL-0989A  
Office 786-521-6501  
Cell 786-521-6989


January 14, 2025

## **BOARD-APPROVED TREE MAINTENANCE SCHEDULE**

### **Month-to-Month Starting in JANUARY 2025 –**

- Only the lakes, including clearing and trimming any trees that pose a hazard to the owners' property along the lake. Root pruning or tree pruning should be done to prevent hazards to the owners' properties.

Association:

 01 / 20 / 2025  
By: Don Kearns as President of  
Hammocks Community Association  
Incorporated

NO-CONFLICT CERTIFICATION UNDER OATH

I swear and certify that neither I, Gene Sherwood, on behalf of myself and my company Green Wise Group LLC, nor anyone in my company, or any sub-contractor, solicited or agreed to provide to any Monitor, Board Member, Committee Member, Manager, or any Employee of the Hammocks or Manager anything of value for their use or benefit or the use or benefit of anyone in their family.

I understand that any contract subject to an undisclosed conflict of interest, or a violation of this No-Conflict Certification Under Oath, is voidable by the Association as an ultra vires act.

Under penalties of perjury, I declare that I have read the foregoing No-Conflict Certification Under Oath and that the facts stated in it are true. Fla. Stat. § 92.525.

Date: 01 / 19 / 2025.

  
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Gene Sherwood, Manager  
Green Wise Group LLC

THE HAMMOCKS COMMUNITY ASSOCIATION INCORPORATED

BILL OF RIGHTS

Article II.

Oath of Vendors and Independent Management Company

Every vendor and the independent management company shall certify under oath in their contract with the Association, or as an attachment thereto, as follows:

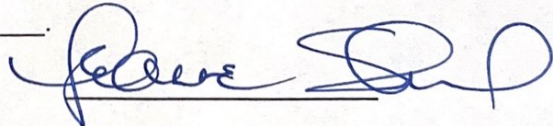
**NO-CONFLICT CERTIFICATION UNDER OATH**

I swear and certify that neither I, Jeanne Shewood, on behalf of myself and my company Greenwise Group LLC (if applicable), nor anyone in my company, or any sub-contractor, solicited or agreed to provide to any Monitor, Board Member, Committee Member, Manager, or any Employee of the Hammocks or Manager anything of value for their use or benefit or the use or benefit of anyone in their family.

I understand that any contract subject to an undisclosed conflict of interest, or a violation of this No-Conflict Certification Under Oath, is voidable by the Association as an ultra vires act.

Under penalties of perjury, I declare that I have read the foregoing No-Conflict Certification Under Oath and that the facts stated in it are true. Fla. Stat. § 92.525.

Date: 11/25/2021







Jeanne Shewood, Manager  
Printed Name and Title

|                                |   |
|--------------------------------|---|
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| <br>VIEWED | <b>01 / 17 / 2025</b><br>18:22:50 UTC | Viewed by Hammocks Community Association Incorporated (dkearns@newhammocks.org)<br>IP: 192.155.112.59  |
| <br>SIGNED | <b>01 / 17 / 2025</b><br>18:40:12 UTC | Signed by Hammocks Community Association Incorporated (dkearns@newhammocks.org)<br>IP: 172.58.132.77   |
| <br>VIEWED | <b>01 / 17 / 2025</b><br>18:48:24 UTC | Viewed by Gene Sherwood (gene@greenwisegroup.com)<br>IP: 73.139.180.227  |



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18:54:47 UTC

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IP: 73.139.180.227



**01 / 17 / 2025**  
19:30:02 UTC

Viewed by Judge David Gersten (ret.) (dgersten@grsm.com)  
IP: 73.84.240.94



**01 / 18 / 2025**  
01:21:17 UTC

Signed by Judge David Gersten (ret.) (dgersten@grsm.com)  
IP: 73.84.240.94







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| <br>VIEWED  | <b>01 / 20 / 2025</b><br>00:01:13 UTC | Viewed by Gene Sherwood (gene@greenwisegroup.com)<br>IP: 73.139.180.227   |
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([dkearns@newhammocks.org](mailto:dkearns@newhammocks.org))  
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**01 / 20 / 2025**  
16:49:16 UTC

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