

# **LANDSCAPE MAINTENANCE PROPOSAL**

This Proposal is between **Blue Heron Landscape Management**, referred to as  
"Contractor", and **Tangerine Woods Owners Association**  
referred to as "Owner".

## **DESCRIPTION OF WORK:**

Contractor agrees to provide all labor, supervision, and equipment necessary to conduct the landscaping maintenance at **Tangerine Woods**, Englewood as outlined below.

## **LENGTH OF CONTRACT:**

The Contract will be for a period of **2 Years**,  
commencing on **3/1/2024** and ending on **2/29/2026**.

Contractor is fully licensed and insured and will continue to maintain general liability, workers compensation and automobile insurance throughout the term of the contract.

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**COMPENSATION:**

Owner agrees to pay Contractor as follows:

Description of work to be performed	Total
❖ Mowing, Line Trimming, Edging, Blowing of 366 manufactured homes and common areas: 32 Mows per year as per <b>Schedule A</b>	Included
Monthly Fee	<b>\$9,735.00</b>
<b>Annual Contract Amount</b>	<b>\$116,820.00</b>

The Annual Cost will be paid to the Contractor in 12 equal payments of **\$9,735.00**, which are due and payable on the first of each month in which the services are rendered and will be considered late on the 30<sup>th</sup> of that month. If the first month of service is not a full month, it will be billed on a pro-rata basis.

A late payment of \$75.00 will be added for delinquent payments.

If more than 32 complete services are requested, these can be carried out at an additional cost of **\$3,650.62** per complete service.

**Term Of Contract:**

There will be a nominal 5% annual increase to offset rising labor, insurance and material costs as follows:

Year 2 – 3/1/2025 – 2/29/2026 **\$10,222.00** per month. **\$122,664.00** per year.

Year 2 – 3/1/2023 – 2/29/2024. Additional Services (Over contracted 32). **\$3,833.00** per complete service.

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### Schedule A

Frequency of Service	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Mowing	2	2	2	2	4	4	4	4	4	2	1	1	32

Mowing of all designated turf areas (weather permitting), with 32 mows nominally spread through the year. Note that each year we must account for the 5-week months where they occur during growing season.

The height of the cut will be set between 3.5 - 4 inches unless otherwise specified. Blades are sharpened daily to ensure a clean cut and avoid turf tearing.

Edging of all sidewalks, curbs, pathways and other paved surfaces will be done in conjunction with the mowing operations.

Trimming around obstacles within finished turf areas will be completed during mowing visits by use of a string trimmer or other mechanical means.

### Lakes 1,2 & 3.

Regular lawn mowers set at four (4) inches, shall stay four (4) feet back from the edge of the water. Either mowers or line trimmers will cut the grass no lower than six (6) inches in height within the four (4) feet portion buffering the lakes. These areas will be mowed, or string trimmed on a regular basis every other week between (May – October) and at least once per month between (Nov – April).

Driveways, walks, patios, curbs, streets and parking areas will be blown off after every mowing, within a reasonable time frame after the turf is cut. Debris will be blown away from houses and will begin at the head of the carport and moving towards the street. If cars are parked in carport areas and debris is blown onto them, these will also be blown off.

### Property Damage.

Homeowners are responsible for ensuring their lawns are free of rocks and other debris that could cause damage if run over by the lawn mowers during the course of the service contract. Contractor is not liable for any damages caused by hidden objects / projectiles that may inadvertently be caught and thrown by our equipment during the course of servicing the property. Contractor is not liable for accidental string trimmer / edger damage that may be caused to a unit / building, ac unit, statue etc. that does not have a minimum protective border, providing 18" clearance. Claims of damage shall be reported to Tangerine Woods management for consideration. Contractor will be notified by Owner to assess and determine the liability of contractor. If it is determined that contractor is liable for damages, contractor will inform owner of the course of action to repair said damage. If repairs are made without contractor knowledge, regardless of fault or liability, contractor reserves the right to decline payment or reimbursement to affected party(s).

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## General / Warranty

Sidewalks, curbs and other paved surfaces adjacent to turf and/or other landscaped elements will be kept clean of unwanted landscape debris by the use of forced air machinery.

Clean up and removal of storm damage debris, fallen trees, tree limbs, or other excessive debris from trees is not covered under this agreement but can be accomplished under a separate work order.

Contractor will not be held responsible for pre-existing conditions. Not responsible for acts of nature such as severe wind, freeze, hail or flooding.

## Rain Disclaimer

There will be some weeks, (due to current rain or recent heavy rain that has made your property muddy and vulnerable to rutting by our equipment), where we just cannot or should not mow. Our crews *do* mow in light rain, but this is not advisable during or after heavy rains. If there is inclement weather on a scheduled day, we will change the service to the following day if weather permits.

Contractor will always inform Owner via e-mail or telephone call regarding changes.

## Communication

Contractor will provide a fully trained crew with a bi-lingual foreman to carry out the services. Contractor will make available an account manager to visit and walk the property each month, coordinating schedules with the crew and property manager.

## Miscellaneous Services

Blue Heron Landscape Management offers a number of complimentary services as follows:

- ❖ Landscape design, beautification and planting services.
- ❖ Irrigation diagnosis, repairs and upgrades.
- ❖ Mulching services.
- ❖ Drainage and rockwork.

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**CONDITIONS:**

It is agreed by both parties that the work performed under this Contract will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week of the Contractor (Monday through Friday) unless otherwise stipulated. All work shall be performed professionally in accordance with generally accepted horticultural principles.

Any comments, complaints or additions to this agreement should be made directly to Contractor at their offices in North Venice and not to the individual crews performing the services on your property. This will ensure that your request will be noted in your file and acted upon promptly and efficiently.

**CANCELLATION:**

The Contract may be terminated with or without cause at any time by either Owner or Contractor upon thirty (30) days prior written notice, at which time all unaccrued rights, duties and obligations of the parties hereto shall forthwith terminate.

The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of services performed during any particular month or other billing period. If this agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to Contractor for services performed since the most recent Anniversary Date shall be subtracted from the number of completed services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable, and Client shall promptly pay such Shortfall to Contractor. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Contractor had the terminated Agreement continued uninterrupted until the end of its then current term.

Should it become necessary for either party to this Contract to institute legal actions for enforcement of any provisions of this Contract, the prevailing party shall be entitled to be reimbursed for all court costs and reasonable attorneys' fees incident to such legal actions. Any alterations or additions to this contract, (other than filling in blanks) will cause it to become null and void.

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The undersigned parties warrant that they are authorized representatives of their respective companies and have the requisite authority to bind their employer and/or principal.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

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**Signature**

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**Printed Name**

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