



A Better Landscape Company

1312 Commerce Lane, Suite #3C
Jupiter, FL 33458
Phone: (561) 741-2106
Fax: (561) 741-7206
E-mail: ma@abetterlandscapecompany.com



Lexington Lakes COA

3101 SE Lexington Lakes Drive, Stuart, FL 34994

C/O Triton Property Management

900 Indiantown Road, Suite 210, Jupiter, FL 33477

Landscape Maintenance Proposal / Contract

07/2024

Scope of Work to Include

Mowing, Edging & String Trimming:

- Grass will be cut 42 times per year at a height between 3-1/2" & 4".
- Edging with a power stick edger of roadways, driveways, walks & patio's will be done 42 times per year with each mowing.
- Edging of plant beds & tree rings (with the exception of those containing rocks), with a power stick edger will be done 21 times per year with every other mowing.
- Line trimming of grass not cut by mowers will be done 42 times per year with each mowing.
- Clean up of roadways, driveways, sidewalks and patios with power blowers will be done 42 times per year with each mowing.
- Large debris such as a fallen palm fronds will be picked up and removed from site with each mowing.

Cost For Mowing Service: Per Cut \$773.50 / Monthly \$2,707.25 / Year - \$32,487.00

Ornamental trimming & pruning:

- Trimming & pruning will be done 12 times per year on shrubs & hedges up to (8) eight feet in height when needed using best management practice to promote plant health.
- Shrubs & hedges that flower such as Bougainvillea's, Ixora, Azaleas, Hibiscus, Oleanders, etc. will be trimmed as needed to promote flowering.
- Seed pods & dead fronds on palms such as Roebelenii, Adonidia, Foxtail small Alexander palms and the like to keep lower canopy palms clean up to ten feet of clear trunk will be removed with every scheduled trimming. Sabal, Queen and the like require a ladder and chain saw to properly trim are not included except for the occasional frond that may touch the roof of a structure within the reach of a pole saw. Work that is best performed from a ladder and chain saw is excluded.
- All hardwood trees will be bottom pruned up to a height of 8' as needed to prevent signs, street lighting, walkways, residence view, etc. from being obstructed on mature trees that receive pruning on a regular basis. This does not include new smaller trees that require periodic uplifting and structural pruning as they mature.
- A clean up of fallen leaves from Oaks and other trees is done with each scheduled trim. This clean up is only one (1) time with each trim and if multiple days are needed to complete trimming it will be done as the trimming work progresses. An estimate can be provided for additional leaf clean up at an additional charge.
- All trimmings & debris generated by work in progress will be removed from site the same day.
- Hard cutting of plant material is not included and can be provided at an additional cost.

Cost For Trimming Service: Per Trim \$ 2,392.00 / Monthly \$2,392.00 / Year - \$28,704.00

Weed control: Plant beds, tree rings, driveway, road & sidewalk cracks.

- Completed monthly or 12 times per year.
- Weeds inside of plants will be removed by hand. Where practical a post emergent non selective herbicide will be applied to control the weeds. Weeds at residences where owner requests no chemical or herbicide application, weeds will not be hand pulled.

Cost For Weed Control Service: Per Service \$600.58 / Monthly \$600.58 / Year - \$7206.96

Irrigation Wet check & service:

- Make a visual inspection with each service visit for broken heads, dry areas, etc. Report any damaged heads needing repair or replacement or other noticed problems to proper personal.
- Every month or 12 times per year manually run thru system zone by zone (wet check). Problems found are noted on wet check sheet filled out by tech performing work. A copy can be provided to the Property representative if desired. Repairs up to **\$000.00** or less will be completed with out prior authorization. Request for authorization will be submitted if necessary repairs exceed \$000.00 before proceeding.
- Repair & replacement work that is noted on wet check report such as replacing nozzles, rotors or pop up bodies etc. & all major repairs such as valves, pump, main line, clock, etc. will be billed at time and material for repair & replacement and will be invoiced separately from contract on a time & material basis.
- Adjust controller programming for watering frequency & quantity as rain fall or seasonal requirements warrant.

Cost For Wet Check Service: Per Check \$536.25 / Monthly \$536.25 / Year - \$6,435.00

Ornamental Shrub, Tree & Palm Fertilization:

- 2 applications per year March, October. Fertilizer application black out from May 1st to September 31st per Palm Beach County ordinance.
- A granular fertilizer well balanced with micro nutrients & at least 50% time release will be used @ the rate of 1-1/2 lbs. per 100 sq. ft.

Cost For Ornamental Fertilization: Per App. \$967.80 / Monthly \$161.30 / Year - \$1,935.60

Turf Fertilization:

- 2 applications per year March, October. Fertilizer application black out from May 1st to September 31st per Palm Beach County ordinance.
- A granular fertilizer well balanced with micro nutrients & @ least 50% time release will be used @ the rate of 1 lb. of nitrogen per 1,000 sq. ft.

Cost For Turf Fertilization: Per App. \$2,795.25 / Monthly \$465.88 / Year - \$5,590.50

Turf, Tree and Shrub Bi-monthly Inspection and Treatment

Our program consists of six turf, tree and shrub inspections and treatments per year. This program is scheduled so that small insect & disease concerns don't become big pest problems. All plant material and trees up to eight feet, plus all turf areas will be inspected for harmful insects and disease. Problems found will be treated at that time. We have used this approach for many years and have found that this works best from a pest control as well as an environmental standpoint.

Insects and Disease

Our primary focus is on the health and vigor of your turf and plants. We will treat for the following insects and disease that damage turf and plants. These insects are Chinch Bugs, Sod Webworms, Army Worms, Grubs, Scale, Whitefly (except Ficus, Rugose Spiraling Whitefly), Aphids, Thrips, Caterpillars, Mealy Bugs, and Brown patch Fungus and Leaf Spot Fungus. We also include guaranteed control of Fire Ants because of the danger they present to people and pets. Nuisance ants are not included. Flea & Tick Control is not guaranteed. Please note that Palm Diseases, Roses, Orchids, Citrus, Indoor Plants are not part of this program.

Additional pests & diseases can be treated for an additional cost.

Turf Weed Control

All turf will be inspected and where weeds are visible at the time of service, areas noted with weeds will be treated. Broadleaf Weed control service will be two (2) times per year during the cool months. This contract does not include the control of grassy weeds. **Additional weed control service is available and can be provided for an additional cost.**

Callbacks

We offer year round call back on pest & disease control at no extra charge. Any problems noted in between visits will be taken care of. Does not include turf weed control.

Schedule of Service (this is only a representative and may be different alternating months)

FEBRUARY: Inspect/Treat Turf and Plants; Treat Turf Areas for visible Broadleaf Weeds

APRIL: Inspect/Treat Turf and Plants

JUNE: Inspect/Treat Turf and Plants

AUGUST: Inspect/Treat Turf and Plants

OCTOBER: Inspect/Treat Turf and Plants

DECEMBER: Inspect/Treat Turf and Plants; Treat Turf Areas for visible Broadleaf Weeds

Cost For Pest/Disease/Turf Weed Control: Avg. Per App. \$2,603.55 / Monthly \$1,301.78 / Year - \$15,621.30

Damage Liability

A Better Landscape Company will be responsible for property damage caused by their staff or equipment. Reasonable evidence must show that said damage is the responsibility of A Better Landscape Company. Repair or replacement of damaged items will be completed within a reasonable time. Damage includes only and must be of a type such as a broken light, broken window, torn screen, etc. and does not include such as mud tracks in turf due to wet conditions which will dissipate and require no repair or replacement. A Better Landscape assumes no liability express or implied for damage due to rock installed in plant beds or to ornamentals in lawn or plant beds. A Better Landscape Company has the first right to repair or replace damaged item using their own staff or contractor of their choosing. No reimbursement will be made for any damage claimed and repaired by others unless agreed to by A Better Landscape Company in advance in writing.

Fuel Surcharge

Fuel Surcharge will be automatically added to monthly invoices anytime fuel prices rise above \$4.00 per gallon and will be discontinued should they fall below \$4.00.

Exclusions

- Hurricane, Tropical Storm, Tornado And Any Other Abnormal Weather Event. Cleanup is not included in this proposal/contract. A separate proposal/contract is provided for the option to have it in place should an abnormal weather event occur to allow cleanup to begin as soon as possible without losing time seeking approval to begin cleanup.

- Beds with stone, plastic, wood, brick or any other manmade edging material will not be edged with a mechanical edger but only with herbicide.

- Debris pickup and removal does not include debris created by homeowner or hired provider to do landscape renovations, hard cutting of plant material or tree trimming.

Account Manager

An account manager will be provided for constant communication and monthly inspections with Property Manager, landscaping committee or other HOA Representative.

Insurance

- Certificates of insurance will be provided before start of contract and will be kept in force through out the duration of the contract as listed below.
- General Liability: \$1,000,000.00
- Worker Compensation: \$500,000.00
- Automobile: \$1,000,000.00
- Environmental Liability Insurance:

Counterparts

This contract may be signed in counterparts and any electronic, scanned, faxed or photocopied signature or copy of the contract shall be deemed one and the same as an original.

Indemnification

A Better Landscape Company shall indemnify, protect, defend and hold harmless Lexington Lakes COA, its officers, directors, members, employees and agents for, from and against any and all claims, suits, actions, proceedings, losses, liabilities or expenses including attorney's fees, court costs and other expenses arising out of or caused by any acts or omissions of A Better Landscape Company, its employees, agents or subcontractors. Notwithstanding the foregoing, A Better Landscape Company shall not be required to indemnify Lexington Lakes COA against claims or damages suffered as a result of the sole negligence or willful misconduct of Lexington Lakes COA, its Officers and Directors, and Lexington Lakes COA agrees to indemnify and hold harmless A Better Landscape Company from and against all claims, costs, damages, liabilities and court costs arising out of an action or inaction of the Lexington Lakes COA which was the proximate cause of the damages claimed.

Terms of Agreement

This contract will be from October 1st 2024 through December 31 2025. This contract shall be automatically renewed and extended for continuous succeeding terms of twelve (12) months unless cancelled or terminated by either party (Lexington Lakes COA or A Better Landscape Company) with or without cause at any time upon Sixty (60) days prior written notice, delivered certified mail, return receipt with out penalty to either party. Lexington Lakes COA shall only be liable to provide payment for the work up through the last date of work performed by A Better Landscape Company. The contract amount will increase by 5% on January 1st 2026 and on January 1st of each and every year the contract is automatically renewed thereafter.

Payment Terms

If Lexington Lakes COA or their designated representative should for any reason not make a required payment by the end of a month as is required by the contract and assuming the invoice was timely provided to Lexington Lakes COA or their designated representative by A Better Landscape Company, accounts not paid within terms are subject to a 5% late fee and a 1.5% monthly finance charge

Compensation

Lexington Lakes COA agrees to pay ABL \$97,980.36 as compensation for the performance of the work described in this proposal. Said compensation of \$8,165.03 will be paid monthly in twelve payments & will be invoiced on the tenth of each month and payable not later then by the end of each month for the 12 month duration of the contract term.

Should it become necessary for either party incident 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. In connection with any litigation arising out of this agreement, the venue shall be in a court of competent jurisdiction in Palm Beach County, Florida.

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.

Accepted By / Date



Print Name Richard Collins

Authorized Representative
A Better Landscape Company

Accepted By / Date

 9/29/24

Print Name Jacqueline Hall

Authorized Representative
Lexington Lakes COA