



# WESTCOAST LANDSCAPE & LAWNS

October 12, 2018

PO BOX 5648 Clearwater, FL 33758

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www.WESTCOASTLAWNS.com

MAINTENANCE

## Agreement for Landscape Maintenance

This agreement written, by and between Vintage Grand, which is responsible for the maintenance of the facilities located at 4012 Crockers Lake Blvd, Sarasota, FL 34238 and Westcoast Landscape and Lawns Inc., located at 3880 76th Ave N., Pinellas Park, FL. 33781, who will perform the landscape maintenance (hereinafter referred to as ("Contractor")), in consideration of the mutual covenants, conditions and agreements attached hereto and incorporated herein, and other good and valuable consideration, it is agreed that the landscape maintenance program consists of the following service:

### A) Mowing

The mowing of all turf areas throughout the property once each seven days in the heavy growing season. Mowing in the dormant months will be scheduled every other week. Proper height for each season will be maintained per horticultural standards. This height will vary based on specie and adverse weather conditions. Typically the height will range from 3 1/2" to 5". Retention areas, and other areas too wet for proper maintenance, will be completed when the ground is firm enough to allow for normal mowing procedures.

This landscape maintenance contract is based on an estimated 40 annual visit service.

### B) Line Trimming

The power trimming of grass areas inaccessible to mowing machinery such as post, buildings, lights, signs, trees, utility installations, lake banks and ditches.

### C) Hard Trimming

The edging of all hard surfaces including sidewalks, streets, driveways, parking lots, curbing, headers, and retaining walls will be done in accordance with the maintenance schedule. Vertical soft edging of tree rings, shrubs beds and open beds will follow similar maintenance schedule.

### D) Shrub Trimming

All shrubs and hedges will be sheared in a consistent manner to maintain optimum shape and size as growth habit dictates. All trimmings and clippings will be collected and removed from property to a waste site.



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### E) Weed Control

The weeding of all plant beds will be performed at least once a month. All weeds will be kept clear of all plant beds, tree rings and joints in walks and driveways using appropriate manual (hand pulling), and or chemical control methods (herbicides).

### F) Clean Up

The Contractor will blow off all hard surfaces such as sidewalks, driveways, parking lots, recreational courts, patios and other non-landscape areas littered in the maintenance process.

<b>A THRU F SUBTOTALS</b>	<b>\$6,995.00</b>	<b>MONTHLY</b>
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### G) Irrigation

The Contractor will inspect all rotors, pop-ups and control panels throughout the property once a month. This inspection consists of adjustments to any rotors or spray heads needed to provide adequate water to existing irrigated areas. A written summary will be provided monthly. Repairs to the irrigation system caused by conditions under which Westcoast is not directly responsible will be invoiced separately at an approved time and a material rate. All repairs will require pre-approval from property representative.

<b>G SUBTOTAL</b>	<b>\$910.00</b>	<b>MONTHLY</b>
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Westcoast also proposes a service plan to supplement the above mentioned inspection. This proposed 'not to exceed' plan shall be for the amount listed below on a monthly basis. This service is not included in the monthly agreement of the irrigation check for the property. This program will allow Westcoast to repair faulty components on site without a written estimate or board approval. If no repairs are needed at the time of the monthly inspection, no additional charges will be made. This amount is only an estimated budget, it may be decreased or increased based on completed 1st analysis and or Board/Managers direction.

<b>Repairs "Not to Exceed" Amount:</b>	<b>\$400.00</b>
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### H) Fertilization

Contractor intends to fertilize or inspect all turf areas as well as the ornamental plant material with each application. All applicators have required BMP and or FNGLA Professional Horticulturalist certifications. (Detailed specifications summary on pages 3 & 4)

<b>H SUBTOTAL</b>	<b>\$1,320.00</b>	<b>MONTHLY</b>
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# Lawn & Ornamental Care Specifications

## TURF FERTILIZATION

In compliance with the statewide Best Management Practices (GI-BMP) ordinance all turf areas shall be fertilized as per the maintenance specifications attached. No fertilizer shall be applied within 10 feet of any service water, landward edge of the top of a seawall, designated wetland or wetland as defined by the Florida Department of Environmental Protection. Fertilizer will be removed off all impervious surfaces onto lawns or ornamental beds. After fertilization, a minimum of 1/4 inch of water will be applied by the client. Complete fertilizers will be a custom blended mix in a granular or liquid composition and contain a minimum of 50% of the nitrogen in a slow or controlled release form. All fertilizer formulations will have Nitrogen to Potassium ratio of 1:1 or 2:1 for a complete fertilizer formulation. No phosphorus will be added or applied to any turf areas without first having a soil sample from a State of Florida approved lab showing a creditable deficiency of Phosphorus availability in the soil. They shall contain a complete micronutrients package including magnesium, manganese, iron, zinc, copper, etc. for optimal health and color.

## TURF PEST CONTROL

The technician will inspect all lawn areas each visit for indications of pest problems such as insects, disease, weeds, etc. and advise the client or representative of such problems. The technician will be executing Integrated Pest Management (IPM) practices. Upon confirmation of a specific infestation or concern requiring a pesticide treatment, pesticides will be applied on an as needed or spot treatment basis, whenever possible, using the least toxic, effective means of control. In some cases control of a disease or insect infestation may require a more aggressive treatment approach to reach a manageable status. A separate proposed agreement will be provided if a disease or insect infestation compromises the overall health or appearance of the turf.

## ORNAMENTAL FERTILIZATION

In compliance with the statewide Best Management Practices (GI-BMP) ordinance all shrub beds and ground cover areas shall be fertilized as per the maintenance specifications attached. No fertilizer shall be applied within 10 feet of any service water, landward edge of the top of a seawall, designated wetland or wetland as defined by the Florida Department of Environmental Protection. Fertilizer will be removed off all impervious surfaces onto lawns or ornamental beds. After fertilization, a minimum of 1/4 inch of water will be applied by the client. Complete fertilizers shall be a custom blended mix in granular or liquid composition and contain a minimum of 50% of the nitrogen in a slow or controlled release form. No phosphorus will be added or applied to any landscape plantings without first having a soil sample from a State of Florida approved lab showing a creditable deficiency of Phosphorus in the soil. They shall contain a complete micronutrients package including magnesium, manganese, iron, zinc, copper, etc. for optimal health and color.

## ORNAMENTAL PEST CONTROL

The technician will inspect all shrub bed areas each visit for indications of pest problems such as insects, disease, etc. and advise the client or representative of such problems. The technician will be executing Integrated Pest Management (IPM) practices. Upon confirmation of a specific infestation or concern requiring a pesticide treatment, pesticides will be applied on an as needed or spot treatment basis, whenever possible, using the least toxic, effective means of control. First choice will be insecticidal soaps, horticultural oils etc. In some cases control of a disease or insect infestation may require a more aggressive treatment approach to reach a manageable status. A separate proposed agreement will be provided if a disease or insect infestation compromises the overall health or appearance of the shrub material or ground cover.

## ADDITIONAL SERVICES

All pest control service's in addition to the basic contract agreements will be billed on a per job basis based on materials cost plus labor. The cost will be agreed on by client and contractor before such service is rendered. Pesticide applications will be made in accordance with its label and in accordance with the Environmental Protection Agency. Posting and notification of pesticide sensitive persons will be done. All applicators and technicians are trained and certified in the Florida Green Industry Best Management Practices (GI-BMP) program.

# Lawn & Ornamental Treatment Summary

Turf grass fertilization Granular/liquid in composition	Performed <u>3</u> times annually
Turf grass insect control*	Monthly inspections. Spot treat as needed. (Excludes Mole Cricket, Grub infestations, available in additional services)
Fire ant control*	Monthly inspections. Spot treat as needed.
Turf disease control*	Monthly inspections. Spot treat as needed.
Broadleaf weed control	Monthly inspections. Spot treat as needed. (Sedge weed control not included, but available in additional services)
Shrub fertilization Granular/liquid in composition	Performed <u>2</u> times annually
Shrub insect control*	Monthly inspections. Spot treat as needed.
Shrub disease control*	Monthly inspections. Spot treat as needed.
Palm tree & hardwood trees Fertilization, disease & insect control	Not included but available in additional services
Customer concern calls	INCLUDED

\*Blanket treatments are not included but available as additional services.

## Detailed Scope of Work

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Any contractual work orders provided to Contractor will be done in a timely manner. (One to two week completion time under ordinary circumstances).

## Initial Clean Up

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Should the quality of the current maintenance deteriorate between the time this contract is submitted and signed a clean up fee may be assessed.

## Property Damage

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Contractor assumes full responsibility for any damage, including irrigation components, light poles, cable box, etc. that may occur in the maintenance process. Contractor is not responsible for the condition of the landscape due to drought, freeze or storm damage. Contractor shall repair, or at its option pay for, the repair of any damage caused by Contractor's neglect, provided however, that such damage must be promptly reported to Contractor's office and Owner and administrative representative of Contractor have inspected the damage to determine without doubt who caused the damage. Cost of the repairs performed by others that have been accepted by Contractor shall be billed to contractor, directly and will not be deducted from sums owed the Contractor by Owner.

## Catastrophic or Natural Events

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Work schedules may be interrupted by weather conditions to the point that scheduled activities, i.e., mowing, pruning, edging etc., may be temporarily halted. Acceptable horticultural practices call for minimal pruning of freeze damaged material until the threat of future freezes has passed. Special clean ups and/or pruning due to storms, freezes, drought, human initiated events by other than the Contractor, or other Acts of God are not included and will require extra charge based on time, material and disposal fees as per the following list.

## Severability and Waiver

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If any section, subsection, sentence, clause, phrase or word of this Contract be and is, for any other reason held or declared by a court of competent jurisdiction to be inoperative or void, such holdings shall not affect the remaining portions of this agreement. It shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this contract, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein.

The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenant, condition or right as respects further performance.

# Financial Agreement

Contractor agrees to maintain facilities mentioned, in the manner described, for a total of \$110,700.00, payable in monthly installments of \$9,225.00, due on the first day of the month following service. Any additional charges must be pre-approved in writing by the association and must reference the address where the work was completed. Contractor assumes no liability for damages or consequential damages caused by conditions beyond Contractors control.

Owners shall agree to pay interest in the amount of 1.5% per month on all accounts not received within 45 days past due. Further, the Owner shall be responsible for any collection costs and attorney fees incurred by Westcoast in collection of sums past due under this agreement.

This agreement shall commence \_\_\_\_\_, 2018. The parties agree that either party may terminate this agreement upon thirty (30) days written notice to the other party. Upon termination of this agreement, all monies for services that have already been rendered shall become payable in thirty (30) days following notice provided. This contract shall automatically renew on the anniversary date and each subsequent anniversary date thereafter for a period of one (1) year unless written notice is provided at least thirty (30) days prior to the anniversary date.

Contractor will maintain throughout the term of this agreement adequate general liability insurance, broad form contractual liability insurance and worker's compensation to meet its legal requirements. The contractor shall furnish a certificate of insurance describing coverage in effect and naming the said association as an additional insured. Contractor also retains all necessary Agricultural bonds required by the State of Florida.

Respectfully submitted by:

**JOHN SHOMO**

Westcoast Representative (print)

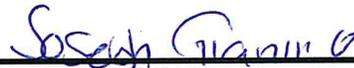


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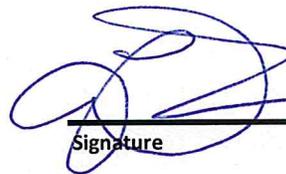
Signature

DATE

Approved and accepted for:



Property Representative (print)



Signature

DATE

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## Client and Property Information

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NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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## Billing Information

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NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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