



November 11st, 2024
Siena Oaks Homeowners Association
100 Siena Oaks Cir W, Palm Beach Gardens, FL 33410

**FERTILIZATIONS , IPM, & CONCRETE WEED CONTROL SERVICES
FOR THE 2025 SEASON
SPECIFICATIONS**

This contract is between Landscape Manager LLC, 20423 State Road 7, Suite F6 #309, Boca Raton FL 33498 (The contractor) and Siena Oaks Homeowners Association, 100 Siena Oaks Cir W, Palm Beach Gardens, FL 33410 (The customer) consist of 299 homes along with common ground areas. The parties mutually agree to be bound by this contract.

1. GENERAL STANDARDS

1.1 The contractor shall be familiar with the project premises and how the existing conditions will affect his work during the service term of this Agreement.

1.2 Throughout the term of the Agreement, contractor shall maintain at their sole expense the following minimum insurance limits:

1.2.1 A Workman's Compensation for Statutory Limits in compliance with the applicable State and Federal Laws and Employers Liability with a minimum limit of \$1,000,000.

1.2.2 Comprehensive General Liability including Contractors Protective covering the indemnification/hold harmless clause as set forth in paragraph 1.5 below and Broad Form Property Damage with no less than the following minimum limits: \$1,000,000 any one occurrence combined for bodily and Personal Injury and Property Damage.

1.2.3 Automobile Liability including owned, non-owned and hired automobiles with no less than the following limits: \$1,000,000 any one occurrence combined for Bodily and Personal Injury and Property Damage.

1.3 Insurance Certificates: Before starting work the Contractor shall furnish the Owner Certificates of Insurance signed by insurer acceptable to the Owner, indicating that the Owner will receive at least thirty (30) days prior written notice of cancellation or modification of the insurance that may affect the Owner's interest. The contractor assumes the responsibility for securing Certificate of Insurance for his Subcontractors.

1.4 The Contractor will need to submit a current W9 for the purpose of receiving payment.

1.5 The contractor agrees to indemnify and hold harmless the Association, its officers, agents and employees, the Property Manager, the Property Management Firm, their employees, heirs and assigns from loss, damage, liability or expense on account of damage to property and injuries, including death, to all persons, including the contractor's employees, arising or in any manner growing out of the performance of any work or supplying of any material under this contract, regardless of whether or not it is caused in any part by the act of or omission, whether negligent or not, of a party indemnified hereunder, and shall defend at its own expense any suits or other proceedings brought against the owner, its officers, agents and employees, or any of them, on account thereof and pay all expenses and satisfy all judgements which may be insured by or rendered against them or any of them in connection therewith.

1.6 All work shall be performed to the highest standard of horticultural excellence and shall be in accordance with accepted

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standard practices. All work shall be performed with all applicable laws, codes, ordinances, and regulations of all local, state, and federal government agencies; and it will be the responsibility of the contractor to obtain at their cost all necessary certificates, permits and licenses required by such agencies and to provide the Association with copies of same. Proof of Township license is required.

1.7 All material and hardware to be supplied by the contractor, which is not specifically described herein, shall be of suitable construction, composition, and quality to achieve their intended function. All personnel of contractor shall be properly trained and licensed (if necessary) and shall conduct their work in a professional manner at all times, while on the community property.

1.8 The contractor shall maintain all developed landscaped areas to ensure the continual goals and objectives of the **Siena Oaks Homeowners Association** are met.

1.9 The **Siena Oaks Homeowners Association** reserves the right to accept or reject any item in this contract.

1.10 The **Siena Oaks Homeowners Association** may cancel the contract at any time for any reason upon giving 30 days written notice to the Contractor. The contractor may cancel this contract with or without cause by delivering a thirty-day written notice.

1.11 The contractor agrees to include with the bid proposal, a list of any work, which is intended to be performed by a subcontractor.

1.12 This contract shall be awarded when executed by an authorized representative of the **Siena Oaks Homeowners Association** on the enclosed bid forms. An original copy of this executed contract shall be forwarded to the successful bidder.

1.13 Payments for services are monthly, to be received between 1st and 20th of each month. Any payments not received by the stated terms will be charged a 3 % per month late charge beginning from the due date and continuing until paid in full. Any amount which becomes 60 days past due will force collections, and the client will be responsible for any legal fees incurred or any other costs incurred in an attempt to collect the debt.

2. CONTRACTOR RESPONSIBILITIES

2.1 The Contractor will provide an on-site supervisor that speaks English and must be available while work crews are present on the property. The on-site supervisor will make routine communications with the Property Manager to receive instructions or other input regarding service needs and activities. Contractor will provide staff able to perform work. Key staff shall have current knowledge of best management practices regarding: safety, hazardous materials spill response, lawn care. Contractor shall be liable for any damages caused directly or indirectly by its employees.

2.2 Provide an emergency contact list identifying the names, positions held, and phone numbers of key maintenance personnel. Provide mobile numbers for the maintenance manager and site supervisor.

2.3 Attend site inspections of the grounds as requested.

2.4 Establish a monthly calendar for regular maintenance activities by area and submit for review and adjust as necessary to avoid conflicts.

2.5 Contractor is asked to check and verify all homeowner gates for proper operation to ensure that no damage has

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[Handwritten signature]



occurred prior to the Contractor's start of this contract. Please report all damaged to homeowner gates to Property Manager

2.6 2.1 Contractor will designate a qualified responsible Account Manager and Supervisor, knowledgeable in Florida Horticulture that will be responsible for schedules and performances of contract commitments.

3. GUARANTEE AND REPLACEMENT

3.1 Contractor shall replace, at no additional cost to the Siena Oaks Homeowners Association, any turf, plant materials, or any other Association property damaged as a result of improper maintenance attention or procedures due to the direct negligence of the Contractor. The Contractor shall not be responsible for the replacement or restoration of aging vegetation, damage caused by improper watering, irrigation issues, or acts of God, including but not limited to, diseases, pests, viral necrosis, or any other circumstances beyond the Contractor's control. In the event that replacement material is necessary, it shall be of the same size and variety as the original, subject to availability. Property damage must be repaired within 14 business days of identification of the damage. Alternatives to size, variety, and scheduling of replacement must have written permission from the Architectural Committee.

3.2 Contractor is not responsible for losses, repair or replacements of damaged work or plant material resulting from theft, extreme weather conditions, vandalism, vehicular incidents (other than Contractor's vehicles) or the acts of others or the acts of nature, over whom they have no reasonable control.

LAWN TURF FERTILIZATIONS (Front Yards Only) 3x per year

4. SCOPE OF WORK

4.1 LAWN TURF FERTILIZATIONS (This is a line-item option)

4.1.2 Residence that display a **3-INCH DIAMETER COLOR REFLECTOR** is used to convey how the contractor is to care for the maintenance on their property.

A. If a resident elects to have NO FERTILIZATION SERVICE IN the FRONT YARD A RED 3-INCH DIAMETER REFLECTOR WILL BE DISPLAYED -

When a Red 3-inch reflector is displayed in the **front of the Lamp Post facing the street**, that specific property is to receive **NO FERTILIZATION SERVICE** in the **FRONT** or **BACK** of the residence.

B. If the resident wants the FRONT YARD Fertilize and has elected to be billed and pay for FERTILIZATION service in the BACK Yard as well, the contractor will bill the resident directly for that Back Yard Fertilization Service. NO 3-INCH DIAMETER REFLECTOR will be displayed on the property.

4.1.3 The **HOMES** that back up to the **RETENTION LAKE** that display a **RED 3-INCH DIAMETER REFLECTOR** displayed in the **REAR/BACK** of the home will receive **NO SERVICE** in the **BACK** of their property.

4.1.4 **FERTILIZATIONS will CONTINUE to be provided along the COMMON AREA**

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around the **RETENTION LAKE**.

4.2 All residence & common lawn areas shall be fertilized three (3) times a year in accordance with the following schedule:

4.2.1 First application in early spring to stimulate growth

4.2.2 Second application in the summer to sustain growth

4.2.3 Third application in late fall to establish a hearty root system for the dormant period.

4.2.4 Fertilizations shall be applied to the front lawn area and half -way along the side of the home and/or up to the side gate.

4.2.4.1 If the homeowner wants the back yard to receive fertilization, they can establish a contract with the vendor and the vendor will bill the homeowner directly for the additional services.

CONCRETE WEED CONTROL SERVICES (Front yard only) Every 6 weeks

5. SCOPE OF WORK

5.2 Concrete Weed Control Services shall be performed every six weeks in an ongoing base, to maintain a neat appearance within the community.

5.3. All residence & common lawn areas shall receive Chemical Concrete Weed Control Service. This shall include all concrete surfaces, driveways, sidewalks, walkways, pavers, curbing, and concrete road swales drainage areas.

5.3.1. If the homeowner wants the back yard to receive Chemical Concrete Weed Control Services, they can establish a contract with the vendor and the vendor will bill the homeowner directly for the additional service.

5.4 Weeds in seams and cracks of sidewalks and curbs shall be sprayed with a broad-spectrum herbicide. When chemical control is used it must not stain concrete surfaces, driveways, sidewalks, walkways, pavers, curbing or concrete road swales drainage areas.

5.5 The contractor is to supply to the Property Manager a copy of the Material Safety Data Sheet for all chemicals used, at least 10 days in advance of any application. The Siena Oaks Homeowners Association reserves the right to approve or disapprove of any chemical application prior to use.

5.5.1 The Property Manager will be notified ten (10) days in advance prior to the applications of Concrete Weed Control Services so that information about the upcoming services can be posted to inform the community homeowners.

5.6 All Chemical Weed Control being applied shall be used by a licensed applicator and shall be used in accordance with the standards and regulations set forth by the Environmental Protection Agency and the appropriate state and local regulatory agencies.

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5.7. Any plant damage caused by chemicals, applied by contractor, will be the sole responsibility of the contractor.

5.9 The use of the Homeowner Property Damage Sheet will be given to the Contractor, and the contractor shall have 10 business days to respond and correct the issue(s)

6. INTEGRATED PEST MANAGEMENT- IPM (Optional service) 3x per year

Landscape Manager follows **Best Management Practices (BMPs)**, which are designed to preserve and protect Florida's resources from non-point-source pollution occurring from agricultural fertilization/pest control. The Florida Green Industries BMPs were developed with pest control operators, fertilizer sales businesses, environmental groups, the Florida Department of Environmental Protection, and the University of Florida. These are the practices encouraged by Palm Beach County and followed by the Contractor.

(IPM) is an effective and environmentally sensitive approach to pests and the approach by choice of the UF University of Florida and the recommended practice by Palm Beach County. IPM is an ecosystem-based strategy that focuses on the long-term prevention of pests or their damage through a combination of techniques. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism and protecting beneficial insects as pollinators. If needed, pest control materials are selected and applied in a manner that minimizes risks to human health, pollinators, beneficial and nontarget organisms, and the environment.

The contractor employs the industry-standard Integrated Pest Management (IPM) pest management method. 6 times per year, An inspection of the property will be done to monitor and treat for chinch bugs, sod webworms, armyworms, inchworms, aphids, common scale, leaf miners, sooty mold, oleander caterpillars, forest tent caterpillars, and millipedes. The service includes insect treatment (if needed).

7. EXTRA WORK

Any work not specifically mentioned in the schedule of frequencies or in these specifications shall be considered "extra work" and may be subject to an additional charge. This includes but is not limited to Acts of God, hurricanes, floods, storms, and related damage, which requires additional work.

8. GENERAL PROVISIONS:

All of the terms and provisions of this Contract shall be binding upon, inure to the benefit of, and be Unless otherwise provided by this Contract. Customer and Contractor may not change or modify this Contract except by writing, signed by both Customer and Contractor, and making specific reference to this Contract. This Contract and all transactions contemplated by this Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

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Customer and Contractor acknowledge that a substantial portion of the negotiations and anticipated performance of this Contract occurred or shall occur in Palm Beach County, Florida. Any civil action or legal proceeding shall be brought in the courts of record of the State of Florida in Palm Beach County or the United States District Court, Southern District of Florida, West Palm Beach Division. Customer and Contractor consent to the jurisdiction of such court in any such civil action or legal proceeding and waive any objection to the venue of any such civil action or legal proceeding in such court. If any provision of this Contract is contrary to, prohibited by or deemed invalid, the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. This Contract and all terms and conditions referred to in this Contract represent the entire agreement between Customer and Contractor with regard to its subject matter and supersede all other previous agreements, understandings and/or representations regarding the same.

9. CONTRACT PAYMENT SPECIFICATIONS

Contracted Yearly amount:

Fertilization of the turf : \$2499.00 (per each application) to be paid at the time of application

Concrete weed Control : \$5,850.00 (Per Year, to be paid \$487.50 monthly).

Integrated Pest Management- IPM: \$1800.00 per each application, to be paid at the time of application

Any payments not received by the stated terms will be charged a 3 % per month late charge beginning from the due date and continuing until paid in full. Any amount that becomes 60 days past due will force collections, and the client will be responsible for any legal fees incurred or any other costs incurred in an attempt to collect the debt.

EFFECTIVE DATES: January 15th, 2025 through January 14th, 2026. This contract is valid for one (1) year and will automatically renew unless notified in writing. There will be a customary automatic 2.5 % increase yearly after the first year.

EARLY TERMINATION - Either Party may cancel this contract with or without cause by delivering a thirty-day written notice.

ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

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SIENA OAKS HOMEOWNERS ASSOCIATION
LAWN TURF FERTILIZATIONS & CONCRETE WEED CONTROL SERVICES
For The 2025 Season

Note: The validity of this contract is contingent upon the acceptance and execution of the "Professional Lawn Care & Shrubs, Hedges, & Tree Services" agreement.

CONTRACTOR BID SHEET
PLEASE PRICE AS BROKEN DOWN BY SCOPE OF WORK SECTIONS:

Section	Cost/Operation	Time/Year	Total Cost
Lawn Fertilizations	\$2,499.33 (per application)	3	\$7,498.00 (per year)
Concrete Weed Control	\$650 per application	9	\$5,850.00 (Per Year)
IPM	\$1800.00 per application	3	\$5400 (Per Year)

Proposal Submitted by: LANDSCAPE MANAGER LLC

Please list any work that is subcontracted and the name of the subcontractor on back of bid form.

Signed: [Signature] Title: Manager Date: November 11th, 2024

ACCEPTED BY:

Signed: [Signature] Title: PRESIDENT Date: 11/19/24

Siena Oaks Homeowners Association's acceptance of this proposal is subject to all terms, conditions and activities as stated in specification and this acceptance shall constitute and executed contract. These specifications shall govern as the contract and NO verbal conditions shall be accepted.

By signing this proposal, Siena Oaks Homeowners Association in no way, shape or form is agreeing to have any optional services performed, unless specifically stated in writing by the Property Manager. Any work performed on the approval of anyone other than that specified at the commencement of this contract, will be the sole responsibility of the contractor and

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not that of the **Siena Oaks Homeowners Association**.

Note: Fertilization, and IPM application is subcontracted to our partners, Purco Pest.

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