



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

**LAWN & STREET LEAF 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.

INITIALS:

Landscape Manager LLC – 20423 SR7 Suite F6 #309 – Boca Raton, FL, 33498
 (561) 833 1122 – (305) 878 2339
 Service@landscapemanager.net
 Landscapemanager.net



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

2.1.1 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.

2.1.2 Attend site inspections of the grounds as requested.

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

2.1.4 Any work scheduled by the contractor should be done between normal business hours. Monday – Friday (7:30 a.m. – 5:00 p.m.) unless otherwise deemed necessary by the Property Manager.

INITIALS: 



2.2 Contractor will designate a qualified responsible Account Manager and Supervisor, knowledgeable in Florida Horticulture that will be responsible for schedule and performance 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 Association property damaged solely as a result of direct negligence in maintenance or procedures performed by the Contractor. The Contractor shall not be held responsible for the replacement or restoration of aging vegetation, or damage caused by external factors, including but not limited to improper watering, weather, irrigation issues, acts of God, diseases, pests, viral necrosis, ganoderma, or any other circumstances beyond the Contractor's control. Should replacement material be necessary, it will be of the same size and variety as the original, subject to availability. Any necessary repairs or replacements will be completed within 14 business days of damage identification, provided suitable materials are available. Any deviations in size, variety, or scheduling of replacement must be approved in writing by the Architectural Committee.

3.2 Contractor shall not be held responsible for losses, repairs, or replacement of damaged work or plant material resulting from theft, extreme weather conditions, vandalism, vehicular incidents (excluding those caused by Contractor's vehicles), acts of others, or acts of nature, over which the Contractor has no reasonable control.

LAWN AND STREET LEAF REMOVAL

4. SCOPE OF WORK

4.1 Contractor shall furnish all labor, equipment, and materials necessary to complete the maintenance of lawn and street leaf removal in the Patio Homes, Estate Homes, and Common Areas within the community. The scope of this contract includes the common areas and the front of homes, and explicitly excludes the backyards.

4.1.1 The contract will encompass, but not be limited to, **3 Lawn and Street Leaf Removal Services** over the course of one year. Any additional visit besides the contracted 3 will incur an extra cost.

4.1.2 Contractor shall remove leaves in the street and residential property during the **SPRING, FALL and WINTER** and /or if necessary, until trees have **dropped all foliage**.

4.1.3 All lawn areas, beds and parking areas will be cleaned of leaves, branches, litter, stones, and other debris.

4.1.4 All walkway, roadway gutters, and drains are to be cleaned of all leaves and debris.

4.1.5 Leaves shall be either vacuumed, or blown (with blowers) into piles, raked, and removed from the property, including the Patio Homes & **ESTATE homes** front and Common Areas, and discarded at an offsite landfill. The Contractor will decide whether to vacuum or use blowers to pile and remove leaves, utilizing any tools or methods they deem appropriate for efficient leaf removal at contractor's own criteria.

4.1.6 Should an **additional Lawn and Street Leaf Removal Services** become necessary, the contractor shall be notified by the Property Manager who will coordinate with the contractor for the additional service(s).

INITIALS: _____



4.1.7 The cost for the any additional service shall be at the same labor, equipment, and removal services rate as previously stated in the Contractors Bid Work Sheet.

5. 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.

6. 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. 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.

7. CONTRACT YEARLY AMOUNT

Contract Yearly Amount : \$8,100.00 dollars per year, to be paid \$ 2,700.00 dollars per service, at the time of service.
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 15, 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.

INITIALS: _____

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SIENA OAKS HOMEOWNERS ASSOCIATION
Lawn & Street Leaf Service
For The 2025 Season

PLEASE PRICE AS BROKEN DOWN BY SCOPE OF WORK SECTIONS:

Section	Cost/Operation	Time/Year	Total Cost
4.1 Lawn & Leaf Removal	\$2700.00	3_	\$ 8,100.00
4.1.3 Each Additional Svs.	\$2700.00/ each	1_	\$

Proposal Submitted by: LANDSCAPE MANAGER LLC _____

Signed: [Signature] Title: MANAGER _____ Date: November 11, 2024

ACCEPTED BY:
Signed: [Signature] Title: ASSOC. PRESIDENT Date: 11/19/24

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

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 an 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 not that of the Siena Oaks Homeowners Association.

INITIALS: [Signature]