

KMR LANDSCAPE

"Landscaping Excellence!!"

September 28, 2023

CONTRACT AND PRICING

LANDSCAPE MANGEMENT SERVICE AGREEMENT

Client Name: High Point of Delray West Condominium Association Section 3, Inc.

Service Address: 5185 Nesting Way, Delray Beach, FL 33484

Date Submitted: September 28, 2023

Company Name: KMR LANDSCAPE

Company Address: 4300 South US Hwy 1, Suite 203-294, Jupiter, Florida 33477

Company Telephone Number: 1-561-252-3704

Owner/Operator: Bill LeBaron

TERMS AND CONDITIONS

This Landscape Management Service Agreement (the "Agreement") is entered by and between **High Point of Delray West Section 3 "Customer"** and **KMR "Landscaping Company"**. In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. SERVICES AND PRICING

(a) Landscaping Company agrees to perform the landscape management services noted and priced on the SCOPE OF WORK AND SERVICES PERFORMED Schedule and Specification attached hereto as Exhibit "A" and incorporated herein in its entirety unless stated otherwise. Additionally, Landscaping Company agrees to perform to the Scope of Work Items (1-13) specified in the RFP attached to this Contract Agreement.

(b) Landscaping Company shall furnish all supplies, equipment, and/or materials necessary to perform the services described on Exhibit "A".

2. ADDITIONAL SERVICES

(a) Services performed and/or materials delivered at the request of the customer which is not specifically covered in the SCOPE OF WORK AND SERVICES PERFORMED (Exhibit "A") or that result from changes in the size or physical condition of the site will be deemed "Additional Services" and billed separately.

(b) Service calls for any reason other than deficiencies in Landscaping Company's service will be billed on a time and material basis.

3. **TERM.** This Agreement is for a period, beginning Wednesday, November 1, 2023 and ending Thursday, October 31, 2024 ("Initial Term"); shall be automatically renewed, unless earlier terminated by either party upon a thirty (30) day prior written notice to the other party.

4. **PAYMENT.**

(a) In consideration for KMR Landscape's performance described herein, High Point West Section 3 agrees to pay **KMR Landscape a sum of \$127,920.00 for year one (1)** of the service agreement. For the convenience of High Point West Section 3, the cost of the contract shall be in **twelve (12) even monthly payments of \$10,660.00** commencing Wednesday, November 1, 2023.

(b) Payment is due upon receipt of Invoice.

5. **INDEMNIFICATION.**

(a) Landscaping Company is not responsible for any personal or property damage caused by others, including damage resulting from the improper installation or maintenance of plants and/or equipment by others.

(b) Landscaping Company is not responsible for damages caused by vandalism, hail, theft, other acts beyond its control (Force Majeure@). Any delay in work caused by such Force Majeure shall excuse Landscaping Company from completing any of the services for a reasonable period of time, after which Landscaping Company shall endeavor to complete said services.

(c) Unless specifically set forth in this Agreement for services, Landscaping Company shall not be responsible for inspecting the property for hazardous conditions.

(d) Landscaping Company shall under no circumstances be responsible for incidental, consequential, special and punitive or otherwise arising or resulting from the performance or nonperformance of any obligations under this Agreement.

6. **INSURANCE.** KMR will carry Workers Compensation Insurance in the amount of not less than \$1,000,000. General and/or Public Liability Insurance in the amount of not less than \$2,000,000; and Property Damage Insurance in the amount of not less than \$1,000,000, Owned and Hired Auto Insurance in the amount of not less than \$500,000.

7. **COMPLETE AGREEMENT.** This Agreement, and all Amendments and Exhibits hereto specifically signed and incorporated herein, constitute the entire Agreement between the parties and supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the services and the service address. By signing below, each

party acknowledges that they have read and understand this Agreement and that no representation, inducement, promise or agreement, oral or otherwise, has been made by any party which is not embodied herein. This Agreement shall be construed objectively in light of its overall purpose, which is to provide the described services herein for compensation. Neither the source nor the authorship of this Agreement shall cause any other bias or presumption in the construction or interpretation of this Agreement. Other than agreed upon "Additional Services" or rate changes, any changes to the terms of this Agreement and its Amendments and Exhibits are not binding unless in writing, signed by the parties hereto.

KMR LANDSCAPE

By: _____ Date: _____
Bill LeBaron - Owner

HIGH POINT of Delray West Section 3, Inc.

By: Holly DiBenedetto Date: 10/4/2023
President

Title: President

*KMR LANDSCAPE – Has agreed to perform the following landscape management services noted below (next page) on the SCOPE OF WORK AND SERVICES PERFORMED – Exhibit A.

SCOPE OF WORK AND SERVICES PERFORMED

High Point of Delray West Section 3 Property

Basic Maintenance Services

Frequency

Mowing Schedule

33

KMR Landscape will provide (33) mows (cuts per year) on an annual basis. All common area, clubhouse, as well as the fronts and backs of the homes will be mowed each visit. Additionally, on each mow visit we will provide weed eating, hard edging, blowing, and general clean-up to be performed on and around all walkways, sidewalks, parking areas, and roadway. The clean-up will include the blow & removal of all clippings and debris.

"Schedule of Cuts" will be as follows..

January	2 times	July	3 times
February	2 times	August	4 times
March	3 times	September	3 times
April	3 times	October	3 times
May	3 times	November	2 times
June	3 times	December	2 times

Landscape Beds, Shrubs, and Hedges

- Shrubs & Hedge Plant beds cleaned once per month 12
- Shrubs & Hedge Plant beds edged once per month 12
- All surfaces adjacent to asphalt, sidewalks, concrete curbs, and Planted landscape beds (including trees & plants), will be hard Edged with each mowing service. 33
- Shrubs & Hedge Plant beds treated for weeds once per month 12
- Shrubs & Hedge Plant trimmed (12) times per year 12
- The ficus hedge along the perimeters will be trimmed and/or shaped a minimum of (4) times per year to maintain proper appearance. 4

All Shrubs and Hedge Plant will be trimmed (12) times on an annual basis. Plants will be maintained at their optimum shape and size according to their individual potential, also allowing for season blooms where applicable. All trim debris will be removed and cleaned-up upon completion of the work. Shrubs and Hedge Plant will be trimmed according to the following schedule:

"Schedule of Trimming" will be as follows..

January	1 time	July	1 time
February	1 time	August	1 time
March	1 time	September	1 time
April	1 time	October	1 time
May	1 time	November	1 time
June	1 time	December	1 time

Trees, Plants & Palm Maintenance Pruning

- Trees – Dead & broken branches will be removed as part of the basic service.
- Suckers and new spouts will be removed from trees as needed.
- Branches & limbs lower than (8) feet will be pruned and maintained to provide clearance over walkways, parking lots and other areas where they would interfere with vehicles and pedestrians as needed.

- Dead palm fronds will be removed as needed to a height of (12) feet and when they cause a risk to residents or visitors.
- All common area palm fronds on the ground will be picked up throughout the property as needed.

Irrigation System "Monthly Wet Check"

KMR Landscape, agrees to furnish High Point West Section 3 with a Monthly Wet Check for its Irrigation Maintenance Program. **Our monthly fee for this program is \$987.00 per month.** This program is designed to provide a preventative service as well as needed repairs.

This program will include:

1. Test and inspect all sprinklers & rotors zone by zone.
2. Clean and flush or replacement of clogged zones.
3. Repair or replacement of non-functioning, damaged, or broken sprinkler heads and risers.
4. Clean and adjust heads and rotors to ensure proper coverage.
5. Verify correct operation of control valves.
6. Locate and repair and broken PVC pipes 1/1/2" or smaller. Excluding repairs under concrete, asphalt or tree root systems.
7. Inspect controller for proper operation.
8. Reprogram controllers according to seasonal requirements or imposed restrictions.
9. Coordinate watering schedule with lawn care activity.
10. Check rain sensors if available.

KMR will notify property management of any significant problem or repair needed and will present the plan and price to fix it in advance of the work to be done. The cost of labor and parts for repairs will be billed to the Association.

Pest Control, Fertilization, and Weed Control Program

Lawn Care

1. Fertilization

The grass will fertilize the grass (3) times annually. Treatments will consist of premium granular applications of slow-release fertilizer. In addition, any imbalances creating iron or manganese deficiencies will be corrected as needed with liquid nutritional sprays.

2. Insect Control

Lawn will be treated for the control of chinch bugs, sod webworms, mole crickets, army worms, and grubs. In addition, fire ant control application will be made as needed. The lawn will be monitored monthly throughout the summer, and additional spot treatments will be made if needed.

3. Weed Control

Three broadcast applications for the control of broadleaf and sedge weeds will be made per year. The lawn will be monitored for weeds every month, and additional spot applications will be made as needed.

Frequency: Monthly

Cost Per Service: \$1,478

Plant Care

1. Fertilizer

Plants will be fertilized three times per year. Palms are not included in this proposal. Ornamental plants exhibiting or prone to deficiencies in manganese, potassium, or magnesium deficiencies will receive additional supplementation of these materials.

2. Insect Control

Plants will be sprayed three times per year for the control of insects such as scales, caterpillars, mealy bugs, beetles, grasshoppers, leaf minors, leaf rollers, thrips, aphids, and mites.

Frequency Plant Fertilizer: Three times per year

Cost Per Service: \$910

Frequency Plant Insect Control

Cost per Service: \$458

Total Annual Cost of Pest Control, Fertilization, and Weed Control Program: \$21,840.00

Summary of Landscape Maintenance Agreement Contract – Year 1

1. Turf Care

- A. Mowing
- B. General Maintenance
- C. General Clean-up

2. Maintenance of Shrubs, Hedges, and Ground Cover

- A. Shrubs & Hedge
- B. Ground Covers

3. Maintenance of Trees, Plants, & Palm Trees

Sub Total Monthly General Maintenance Fee = \$7,853.00

Sub Total Annual General Maintenance Fee = \$93,236.00

Summary of Fertilization & Weed Control Agreement Contract- Year 1

1. Fertilization & Weed Control

- A. Fertilization
- B. Weed Control

C. Insect Control

Sub Total Monthly Fertilization & Weed Control Fee = \$1,820.00

Sub Total Annual Fertilization & Weed Control Fee = \$21,840.00

Irrigation Wet Check

Sub Total Monthly Irrigation Wet Check Fee = \$987.00

Sub Total Annual Irrigation Wet Check Fee = \$11,844.00

Summary Total - Landscape Maintenance Agreement Contract Year 1

Total Items Monthly Landscape Maintenance = \$10,660.00

Total Items Annual Landscape Maintenance Fee = \$127,920.00

“KMR LANDSCAPE – An Award-Winning Landscape Company!”