

**Two Brothers Landscaping, LLC  
3909 Autumn Creek Drive  
Fuquay-Varina, NC 27526  
919-601-4314 Danny  
919-600-1834 Ana**

Landscape Maintenance Agreement

Name of Property:  
**The Trace  
Salem Church Rd & Dotson Way  
Apex, NC**

Created by: Ana Muñoz  
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## **General Requirements**

**Scope of Work:** The contractor shall furnish all labor, materials, and equipment necessary to provide quality professional landscape management services on a year-round basis. By trained personnel and the practices and methods recognized and accepted as standards in the industry, the contractor shall provide turf care, plant care, fertilization, chemical weed control, irrigation control and maintenance, and any other items outlined in this agreement.

**Insurance:** The contractor shall carry complete and adequate automobile and general liability insurance in the amount of not less than \$1,000,000.00. The contractor shall supply the contracting officer with a certificate or insurance for such coverage prior to the commencement date.

**Damages:** The contractor will be responsible for any damage to the property caused by his workforce while engaged in the performance of duties outlined by this agreement. The cost of all repairs shall be borne by the contractor. The contractor, however, reserves the right to have all repairs bid on by a third-party contractor. Two Brothers Landscaping, LLC is not responsible for any new landscape not marked by the contracting officer, i.e., a new seedling that was not brought to the attention of the contractor.

**Acts of God:** The contractor assumes no responsibility for and shall not be held responsible by the contracting officer for damages due to conditions beyond the contractor's control. Such conditions include, but are not limited to: Harsh weather, abnormally cold winter temperatures, snow damage, ice, melting snow, wind, fire, vandalism, theft, and previous contractors neglect or improper practices.

**Emergencies:** The contractor is expected to be available, via phone or email, and to respond, when necessary, to emergencies which may arise. Emergencies are defined as items which, by their nature, cannot be postponed and may cause damage to health, or property. Snow removal calls shall not be accepted as emergencies. Response to

emergencies shall be by whatever means are most practical to remedy a particular situation. The Contractor is entitled to compensation for emergencies.

**Personnel:** The contractor's employees shall conduct themselves in a workmanlike manner at all times. The contractor is expected to always provide adequate supervision. In addition to the general workforce, experienced, qualified personnel shall be used to perform specialized tasks such as pruning, irrigation, programming, and repairs.

**Licenses and Permits:** The contractor shall be responsible for obtaining and paying for all licenses and permits required by federal, state, and local laws that are necessary for the legal operation of the contractor's business. Such licenses include, but are not limited to, business licenses, **nursery, commercial pesticide applicator, tree contractor, and arborist.** However, special permits such as special watering permits and irrigation improvement permits shall be obtained and shall be the financial responsibility of the contracting officer.

**Weather Permitting:** All items in this agreement are stated assuming that weather conditions are favorable. The contractor is not responsible in any way for delays in the completion of specified tasks due to weather conditions.

**Modification:** In all cases, the attached technical specifications shall supersede or modify items stipulated in the general requirements.

### **Technical Specifications**

#### **Turf Care:**

**Mowing: All Fescue turf areas shall be mowed bi-weekly Jan & Feb, weekly March, April & May, bi-weekly June, July, Aug. & Sept. weekly Oct., Nov., Dec. for an average of 32 visits during the growing season.** Mowing height shall be determined by the contractor to provide optimum growing conditions us (3.5" tall or 1/3 of blade length). In the event additional cuts are needed, there shall be no charge for extra mowing (Not to exceed 4 extra per year). There shall not be any refund for a shorter than normal season, or if inclement weather prohibits the safe operation of equipment on the regularly scheduled mowing day, but an alternate day will be scheduled the same week but not guaranteed. Grass catchers shall be used at the discretion of Two Brothers Landscaping, LLC excessive clippings shall always be removed from the property. Grass catchers shall always be used around swimming pools. The contractor reserves the right to leave unmowed any areas that he feels would be unsafe to mow due to but not limited to the following reasons.

Areas in use at the time of mowing by large groups of people or children.

Areas are excessively wet due to improper drainage, not caused by the contractor.

Areas with a large concentration of pet droppings.

Areas that are under construction.

**Trimming/Weed Whacking:** All areas inaccessible to mowing equipment shall be trimmed as needed, on a weekly basis, to maintain a neat, well-groomed appearance.

Where practical, the contractor shall use approved growth regulators around fences, trees, and other obstacles that may be damaged by repeated use of string line trimmers.

**Edging:** Edging of walks, curbs, driveways & swimming pools shall be done on a bi-weekly basis through the year using a steel blade edger.

Edging is limited to concrete areas, to avoid damage to irregular asphalt, as well as flagstone, brick, wood walks, and decks.

Drainage ditches shall not be edged unless otherwise specified.

Excessive debris resulting from edgings shall be removed.

**Area Police:** All landscape areas shall be policed, in conjunction with mowing operations, for loose trash and debris. Policing includes the removal of grass clippings from all walkways after mowing.

Policing does not include the cleanup of drives and parking lots or the clean-up of areas due to vandalism, dumping, improperly contained dumpsters, acts of God, etc.

Pet droppings are not the responsibility of Two Brothers Landscaping, LLC.

Items not covered under normal policing shall be billed as extra.

**Dog Station:** All dog stations will be emptied while on-site. Two Brothers Landscaping will inform the property manager that supplies will be ordered for station, and we will invoice community for supplies purchased.

**Aeration:** All turf areas shall be aerated with a core aerator once per year, in September for Fescue turf. Additional aerations shall be done as requested by the contracting officer, for a time and material charge.

**Fertilization/Weed Control: Pre-emergent, post emergent, & Liquid fertilizer will be applied twice a year around Feb 14 and then 6 weeks later, to get longer coverage with split applications.** The cost of all pre-emergent sprays is the responsibility of Two

Brothers Landscaping, LLC. Broadleaf weed control in turf is handled on a curative rather than a preventative basis. All turf will be monitored; any excessive broadleaf weeds will be brought to the attention of the contracting officer for additional spraying at an additional cost. **Nut Sedge, Bahia Grass, Virginia Button weed, Annual Poa and Crabgrass CANNOT be controlled with the application of Pre-Emergent or Post Emergent. Control of these grasses will be billed separately upon customer request and approval.**

**All turf areas shall be sprayed 14 days before the start of aeration and overseeding (September timeframe), to be able to suppress crabgrass growth and allow seed germination.** Two Brothers Landscaping, LLC uses a quality, well-balanced fertilizer and 3 way blended Fescue seed with 90% germination.

On average 4 to 5 lbs. of actual nitrogen per 1000 square feet should be applied per year. If the contractor deems a soil test is necessary to determine further the nutritional deficiency of the turf, the contracting officer shall be notified and billed accordingly.

If iron is needed and used in granular form in the fertilizer formulation, care shall be taken to clean the fertilizer off all sidewalks, patios, pool decks, etc., to minimize the possibility of iron stains. However, even with the utmost care taken, some staining may still be expected to occur. **(Please see attached contract)**

**Leaf Removal:** All leaves shall be blown to curbs for pick-up with leaf vacuum. **October, November & December timeframe.**

### **Tree, Shrub, and Bed Care**

**Bed Care:** All bed areas shall be checked on a regular basis for mulch/pine straw coverage. If additional mulch/pine straw is needed in bed areas, this shall be brought to the attention of the contracting officer. All beds will be pine straw during the month of March and the month of September. Also, all shrub beds and trees will receive a freshly cut 3” deep V-trench prior to mulching and pine straw.

All bed areas shall be kept free of weeds by means of chemical control, mechanical cultivation, and hand weeding as necessary. Every effort shall be made to control grass and bind weed from growing into bushes and shrubs; however, control of these items is not always guaranteed.

**Tree and Shrub Care:** The contractor will monitor, on a regular basis, the health of all plant material and make necessary recommendations to the contracting officer, with respect to such items as fertilization, insect and disease control, etc. In order to prevent damage to trees and shrubs planted in turf areas, by mowers and trimmers, a grass-free area or guard around all trees and shrubs shall be provided and maintained by the

maintenance contractor, at the expense of the contracting officer. The contractor assumes no responsibility for damage to trees and shrubs that are not properly protected.

Due to the variable and unpredictable nature of insect and disease problems, trees and shrubs shall be sprayed on a time and material basis, as needed. Most sprays shall be done on a curative basis; however, the contractor may elect from time to time to treat potential problems on a preventative basis.

**Hedging/Pruning/Shearing:** Two Brothers Landscaping, LLC shall be responsible for pruning of all trees except for plant material over 10 feet in height, in **April & October**. Contracts for growing season only shall be pruned on and charged on time and materials. Shrubs on the property shall be hedged/pruned/sheared in accordance with regular accepted industry standards for optimum growth. Hedged/Pruned/Sheared is done to promote healthy growth, prevent weak or abnormal limb structure, control unwanted leggy growth, and to make easier for future pruning.

### **Irrigation Control and Maintenance**

**Activation:** The contractor shall be responsible for determining when to activate, and for activating the irrigation system. Activation occurs usually between March and May, depending on weather conditions. Contractor also reserves the right to delay activation if water restrictions are in effect, even if the restrictions are voluntary.

At the time of activation, all necessary repairs shall be made to bring the system up to operating condition. These repairs shall be billed on a timely and material basis. The contracting officer will be notified of repair work before any work is done.

**Regular Maintenance:** After the system is activated and operating, the contractor shall be responsible for checking the system on a bi-weekly basis, or as deemed necessary by the contractor, to ensure the continuance of proper operation.

Regular checking of the irrigation system shall include:

Turning on all clocks to check for proper function.

Turning on all valves to ensure proper operation.

Visually inspecting all heads for proper coverage and for damage caused by mowing operations. Minor damage shall be repaired at this time at no expense to the contracting officer. Frequency and duration shall be based on current weather conditions. In the event any malfunctions are found during the regular check of the irrigation system repairs shall be made on a timely and material basis. All repairs shall be brought to the attention of the contracting officer and shall need written approval to proceed.

The contractor should keep in mind the need for water conservation. During extended cold or rainy periods, irrigation controllers shall be turned off. However, occasional rainstorms shall not constitute adequate reason for turning off controllers.

**Winterization:** The contractor shall be responsible for determining when to winterize and for winterizing the irrigation system. Winterization usually occurs between October 15<sup>th</sup> and December 1<sup>st</sup>. Depending on weather conditions.

Proper winterization shall include the use of an air compressor, unless otherwise specified.

Winterization should be included in the general contract.

### Statement of Charges

#### **Turf Care**

Mowing 26 visits	<u>\$ 20,477.00</u>
String Trimming	<u>Included</u>
Edging	<u>Included</u>
Area Police	<u>Included</u>
Aerating	<u>\$ 3,150.00</u>
*Weed Control/ Fertilization 3apps	<u>\$ 3,150.00</u>
Leaf Removal	<u>\$ 3,800.00</u>

#### **Tree, Shrub, and Bed Care**

Bed Care (monitoring)	<u>Included</u>
Tree and Shrub Care (monitoring)	<u>Included</u>
Hedging/Pruning/Shearing (2 services)	<u>\$8,000.00</u>
Sign Flower (per flats installed)	<u>Included</u>

**Designer Mulch (Brown, Black or Red)	<u>\$ 95.00</u>
**Pine Straw (per bails installed)	<u>\$ 12.00</u>
<b>Irrigation Control and Maintenance</b>	
Regular maintenance	<u>Time + Material</u>
Startup/Winterize	<u>Time + Material</u>
<b>Winter Service</b>	
Standard Service	<u>Time + Material</u>

**Total Contract Price** **\$ 38,577.00**  
**12 monthly payments of \$ 3,214.75**

\*Please see attached fertilization schedule for reference

*\*\*These items will be invoiced & billed at time of installation. Therefore, they are not included in the total contract price.*

**Hourly Contract Items**

Sprinkler Repair labor	\$ 60.00 per hour + materials
General Labor rate	\$ 50.00 per hour/person + materials

**In addition to the above pricing, quality, & service Two Brothers Landscaping, LLC will also add the following perks as a valued customer...**

1. Free Entrance Flowers Twice a Year

2. Monitoring and ensuring of all plant health and making appropriate recommendations
3. Disposing of all dog station waste bags
4. Disposing of all trash receptacle waste bags

### **Landscape Maintenance Contract**

**Agreement:** This agreement is made and entered into this \_\_\_\_\_ *day* of \_\_\_\_\_ by Two Brothers Landscaping, LLC and \_\_\_\_\_ It is hereby and mutually agreed and understood that for and in consideration of the sum or sums to be paid to Two Brothers Landscaping, LLC by the contracting officer, as set forth in this contract. Two Brothers Landscaping, LLC shall furnish all labor, permits, equipment, accessories, and materials and shall perform all work in a good, timely, workmanlike manner in accordance with the provisions and specifications of this agreement.

**Term:** The term of this agreement shall be for *one* calendar year(s) beginning

*September* and ending *September*. All work scheduling shall be at the discretion of Two Brothers Landscaping, LLC as to date, time, month, etc.

**Payment:** The total amount of the base contract as outlined in this statement of charges is \$\_\_\_\_\_ ; payable in twelve monthly installments of \$\_\_\_\_\_. On approximately the 1<sup>st</sup> of each month Two Brothers Landscaping, LLC shall invoice the customer and payments shall be made by the 15<sup>th</sup> of the month. Late fees shall be charged at two percent (2%) per week until the payment is received in full. All billing that has aged over 45 days shall be sent to collections. Billing that has aged over 60 days shall result in termination of contract; full payment will then be charged for the contract at this time. Payment for any repairs shall also be made in 30 days. Payment for snow removal shall be made 15 days from billing date.

**Default:** In the event of default by either party, the defaulting party shall be responsible for all costs incurred by the non-defaulting party in enforcement of the contract, including attorney's fees, court costs and loss of time costs.

**Termination:** Either party may terminate this agreement, with cause, by notice in writing at least 30 days prior to the effective termination date. If terminated, services performed or materials provided become due and payable on or before the date of termination.

**Notices:** All notices here under shall be in writing and sent either by United States mail, or via fax. (Fax copies will be considered original)

Contractor:  
***Two Brothers Landscaping, LLC***  
***3909 Autumn Creek Dr***  
***Fuquay-Varina, NC 27526***  
***Phone: 919-601-4314***  
***Office: 919-600-1834***

Contracting Officer:

Contracting Officer:

This agreement is deemed agreeable by both parties named below. This contract shall be executed on the date written below. All copies of this agreement, for all its intents and purposes shall be considered original.

Owner

Contractor

Property name

***Two Brothers Landscaping, LLC***

Name of Homeowner

Company Name

***Daniel Muñoz***

***Owners***

Name of Manager

***General Manager***

Title

Title

Date

Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature