



LANDSCAPE CONTRACTOR

Contract for Services

*Prepared February 28, 2024, Revised March 28, 2024, Revised to add Avista April 17, 2024,
April 19, 2024*

Submitted by Hunter Manes

Carrollwood Village Phase II HOA
Includes Avista HOA



Alexander's Property Maintenance, Inc.

Corporate Office
6400 123rd Avenue North
Largo, FL 33773
Phone: (727) 535-7314



Company Details

Alexander's Property Maintenance, Inc. (APM) has been servicing the Tampa Bay area for nearly 25 years in the Landscaping and Property Maintenance industry. Alexander's Property Maintenance, Inc. has earned a reputation of incomparable professionalism and reliability. Our proposals are tailored to address the unique characteristics of each property to meet and exceed our clients' needs. Alexander's Property Maintenance, Inc. is committed to providing quality services at competitive prices year after year.

Corporate Address:

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Office: (727) 535-7314

Leigh Magadan – Controller/Office Manager

info@alexanderspm.com

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Services Summary for Carrollwood Village Phase II, includes Avista

Turf Maintenance	Frequency	
Mowing of all turf areas, includes ponds and easements (exceptions for unavoidable delays, or missed services caused by acts of nature and holidays).	Approximately 42 per year for Carrollwood and 38 for Avista	
Hedges, Beds and Trees	Frequency	
Maintain hedges, shrubs and plants (12 visits per year, except for unavoidable delays, or missed services caused by acts of nature and holidays).	12 visits per year	
Cost:	Monthly	Annually
Lawn Maintenance and Hedges, Beds and Tree services Includes tree trimming, including Palms, up to 10 feet.	\$17,544.00	\$210,528.00
Sprinkler System	Frequency	
Contractor will provide the Client with 1 visit every month to assure proper operation of sprinkler systems.	12 visits per year	
Cost:	Monthly	Annually
Sprinkler System service	\$924.00	\$11,088.00
Turf Program	Frequency	
Alexander’s Property Maintenance, Inc. will periodically inspect all turf areas for insects and disease.	4 applications per year	
Shrub Program	Frequency	
Alexander’s Property Maintenance, Inc. will monthly inspect all plant materials for insects and disease.	2 applications per year	
Cost:	Monthly	Annually
Turf & Shrub Program for lawn and ornamental.	\$921.00	\$11,052.00
Additional Items for Carrollwood ONLY:	Monthly	Annually
Porter Service - Two (2) days per week (51 weeks)	\$3,060.00	\$36,720.00
Trim Fig Vine – Two (2) times per year	\$600.00	\$7,200.00
	Monthly	Annually
Total Contract see following contract for more details. (Note: Avista annual cost included here, \$8,400.00)	\$23,049.00	\$276,588.00

This pricing is good for 60 days, unless otherwise agreed upon, in writing, by APM.

Property to be Maintained:

Name: **Carrollwood Village Phase II Homeowners Association, Inc.**
Cross streets: Clubhouse Dr and So Villages Dr
Avista
Avista Drive
Tampa FL 33624
Contact: **Dawn Archambault, CAM, LMCA**
Greenacre Properties, Inc.
4131 Gunn Hwy
Tamps, FL 33618
Email: darchambault@greenacre.com
Phone: 813-936-4149

Standards of Performance

Turf Maintenance		Frequency - Approximate
Mowing of all turf areas per the following schedule, except for unavoidable delays or missed services caused by acts of nature and holidays.		Approximately 42 per year for Carrollwood and 38 for Avista
April, May, June, July, August, September, and October		1x per Week
November, December, January, February, and March		2x per Month
Standard of Performance		
1.	Mowed areas to be blown clean of mow clippings the same day as cutting. All paved surfaces will be blown clean of lawn debris after each mow, with the exception of heavy leaf drop. Typically, leaf drop is heaviest during the months of February and March. If needed, a leaf cleanup proposal will be presented for approval.	Per visit
2.	Edging of all hard surfaces (excludes hard surface at rear of building) will be done on a weekly basis, or as needed. Edging of all asphalt will be done bi-weekly. Will edge from street to first post on driveway. Soft edging will be done on a monthly, or as needed.	Per visit
3.	Grass around trees, posts, fences, dumpsters and other obstacles will be line trimmed.	Per visit
4.	New or freshly sharpened blades to be used for each cutting.	Per visit
5.	Edge planted beds to redefine turf areas with appropriate edging machine (not weed eater)	Every other visit

Standards of Performance

Hedges, Beds and Trees		Frequency - Approximate
Maintain hedges, shrubs and plants per the following schedule. Except for unavoidable delays or missed services caused by acts of nature and holidays.		12 visits per year
Standard of Performance		
1.	Hedges, shrubs and ornamental plants will be sheared and pruned to maintain plant shape and size according to their growth pattern.	1x per Month
2.	Remove clippings and cuttings created by shearing and pruning from property as work is performed.	Per visit
3.	Maintain lateral line height of tree canopies at 6' to 10' depending on tree location and species.	1x per Month
4.	Spray beds and hard surface cracks with a post emergent herbicide to kill weeds, excludes back patios.	As needed
5.	Hand pull weeds as needed in flower beds, in common areas only.	As needed
6.	Ground cover beds will be chemically treated to kill weeds.	1x per Month
7.	Flowering plants will be cut back to encourage flowering.	1x per Year
8.	Flowering trees will be trimmed to remove dead flowers and seeds to encourage next year's flowers.	1x per year

Cost:	Monthly	Annually
Lawn Maintenance and Hedges, Beds and Tree services as per above Standards of Performance	\$17,544.00	\$210,528.00

Additional Items for Carrollwood - Costs:	Monthly	Annually
Porter Service - Two (2) days per week (51 weeks)	\$3,060.00	\$36,720.00
Trim Fig Vine – Two (2) times per year	\$600.00	\$7,200.00

Standards of Performance

Sprinkler System		Frequency
Contractor will provide the Client with 1 visit every month to assure proper operation of sprinkler systems.		12 visits per year
Standard of Performance		
1.	An initial system check will be done to ascertain the condition of the system. A proposal will be submitted to bring the system up to 100% operation. Any repairs must be made before sprinkler system checks can begin.	1x
2.	Activate each zone of the existing system while adjusting sprinkler heads that need service.	1x per month
3.	Test for complete coverage and proper mechanical operation of system. Make minor repairs (replace heads, repair small leaks and breaks, replace nozzles) billing for parts and labor.	1x per month
4.	Major repairs will be completed within (1) week thereafter, labor and materials for necessary repairs will be billed separately.	
5.	Service calls/repairs are billed at \$65.00 per hour for first tech, \$45 per hour for second, or additional, techs on site, plus materials to make the necessary repairs.	
6.	Should new or additional landscaping be added, the sprinkler system will be extended as required to properly water these plantings, at the above rates.	

Authorization for repairs

In order to expedite minor repairs, and to minimize additional billable travel time, Alexander's Property Maintenance, Inc. is authorized to perform repair work up to \$1,000.00 worth of repairs without prior approval. Any repairs that exceed the above amount, Alexander's Property Maintenance, Inc. will submit a proposal for approval before work is performed.

Client Signature: _____ Date: _____

Cost:	Monthly	Annually
Sprinkler System services as per above Standards of Performance	\$924.00	\$11,088.00

Standards of Performance

Turf Program		Frequency
Alexander's Property Maintenance, Inc. will periodically inspect all turf areas for insects and disease.		4 applications per year
Spring	Granular slow release fertilization, 20-0-10 with high sulfur content to assist in lowering pH.	Included
Summer	Summer blend of fertilizer, minor elements plus insect and weed control.	Included
Winter	A seasonal blend plus insect and weed control	Included

Notes:

1. It is important to note that this program provides a maximum yearly rate of 4 pounds of nitrogen, and 2 pounds of potassium per 1000 square feet of lawn area. This is the optimum proportion of these primary nutrients.
2. Each spray service includes the other major and minor elements necessary for a healthy lawn. Each nutrient is changed throughout the year relative to grass type, soil type, season, and existing lawn needs.
3. Ants, fleas, ticks and nematodes are not included. Should treatment be needed, there will be an additional cost. Blanket treatment for chinch bugs is not included.
4. Weed **control** is limited to the broadleaf weeds. Grassy weeds are not part of this program and indicate cultural issues such as shade and drainage problems. A program to control grassy weeds can be developed under a separate contract.
5. No warranty is implied, expressed, or stated.

Standards of Performance

Shrub Program		Frequency
Alexander's Property Maintenance, Inc. will periodically inspect all plant materials for insects and disease.		2 applications per year
Spring	Heavy fertilization plus insecticide, if needed	Included
Fall	Fertilizer plus insecticide	Included

Notes:

1. Fertilizer will be applied at a rate of 3 pounds per 1,000 square feet.
2. Insect and weed control are on a monthly integrated pest control management done as needed.
3. Deep root Fertilization of Palm Trees and Trees is available at an additional charge.
4. No warranty is implied, expressed or stated.

Cost:	Monthly	Annually
Turf & Shrub Program as per above Standards of Performance	\$921.00	\$11,052.00

Additional Services and Costs – after 2 years - prices subject to change

Alexander's Property Maintenance, Inc. can provide any of the following services. Initial any of the services you or your board of directors has approved. Once approved below, this work will be **automatically** scheduled and performed, at the costs secured below.

Service	Description	Cost	Initial
Tree Services	Palm Tree Trimming: Queen and Sabal Palms \$45 - \$55 each Washingtonia \$85 each	To be billed at time of service	
	All other Palm species quoted upon request	To be billed at time of service	
	All Hardwoods quoted upon request	To be billed at time of service	
Mulch	Cypress and Pine Bark Mulch for common area	\$75.00 per yard, billed at the time of service	
Chinch Bug treatment	Aloft - This application is a systemic insecticide to target turf damaging insects. The product works by absorbing into plant tissue and translocating itself through the plant and root system. When a turf damaging insect takes a bite of the treated turf, it then ingests pesticide and meets their demise.	Quoted upon request. To be billed at time of service.	
Palm Fertilization	Quoted upon request	To be billed at time of service	
Sweeper Truck Service	Sweeping of all hard surfaces - barring inclement weather, or unforeseen circumstances	Not Included	

Notes:

1. Obtaining the necessary permits, which may be required for any additional requested services are the responsibility of the Client.

Additional Services and Costs – after 2 years - prices subject to change

Alexander's Property Maintenance, Inc. can provide any of the following services. Initial any of the services you or your board of directors has approved. Once approved below, this work will be **automatically** scheduled and performed, at the costs secured below.

Service	Description	Quantity	Cost	Initial
Seasonal Color Program	Annual 4" Flowers \$3.00 each		Quoted upon request - billed at time of service	
	Alexander's Property Maintenance, Inc. recommends bedding soil change 1x per year minimum		\$75.00 per yard	

Notes	Description	Frequency
1.	Clean beds and hand or machine cultivate.	Per rotation
2.	Plants installed at a triangular spacing of 9" O.C. between.	Per rotation
3.	Proper Fertilizer and fungicide will be added to beds at time of installation.	
4.	Follow up fertilization, fungicide and insecticide, as needed.	

Warranty	Any seasonal bedding plant that dies from soil burn disease or insect damage will be replaced free of charge under the Alexander's Property Maintenance, Inc. Warranty.
	Not covered under Alexander's Property Maintenance, Inc. Warranty are freeze, theft, vandalism, aerial disease, or irrigation related problems, unless irrigation maintenance contract is managed by Alexander's Property Maintenance, Inc. and any recommended irrigation repairs have been made before time of incident.

Property Maintenance Contract

This agreement is made and entered into between Alexander's Property Maintenance, Inc. (APM), presently of Pinellas County, Florida, by and through its authorized representative, James T. Alexander, hereinafter referred to as Contractor and **Carrollwood Village Phase II Homeowners Association, Inc.**, includes **Avista**, by and through its authorized representative, hereinafter referred to as Client.

Whereas, Alexander's Property Maintenance, Inc. has been providing Tampa Bay Area a full array of landscaping services at the request of the Landscape Maintenance industry for nearly twenty-five (25) years; and

Whereas, Client has requested performance of services for the property identified herein; and

Whereas, the parties have delineated the nature and frequency of services to be performed as set forth on the "Standards of Performance" attached hereto and incorporated herein by reference.

Now, therefore, be it agreed as follows:

- I. Services: Alexander's Property Maintenance, Inc. shall perform those landscaping maintenance and care services as described in the "Standards of Performance." Further, APM to the following:
 - A. To supply all labor, tools, materials, equipment and transportation for the proper execution and completion of services, except as may be otherwise stated in the "Standards of Performance." Contractor shall be responsible for all labor costs including but not limited to: salaries, wages and benefits to its employee, federal and state required, income tax, social security, workers' compensation insurance and any taxes payable with respect to such employment; and
 - B. While performing services, Contractor shall comply with all applicable laws, codes, regulations, and shall meet all OSHA safety standards.
- II. Duration: This agreement shall be in effect for the three (3) year period commencing **May 1, 2024, through April 30, 2027**, and will automatically renew for an additional one (1) year on each subsequent anniversary date unless terminated in writing by either party sixty (60) days prior to the anniversary date, or as otherwise provided for herein. The notice of termination shall be in writing and delivered to the address set forth herein, by certified mail.
- III. Compensation Terms: Clients, Carrollwood Village Phase II Homeowners Association, Inc., and Avista, shall pay contractor the sum **\$276,588.00** for the first year of this Agreement, in equal monthly installments of **\$23,049.00** for the services defined in the "Standards of Performance." It is agreed that payment shall be made as follows:
 - A. Regular monthly compensation shall be remitted to APM on the 1st day of each month. Payments not received by the 1st day of the month due shall be assessed a late charge of eight point five percent (8.5%) of the billing amount; and
 - B. APM may adjust (increase) the compensation amount on January 1 of each year based on the previous July Consumer Price Index rate, unless it falls below 3%. APM requires a minimum of 3% increase or whichever is greater, each year starting January 1, 2025 for services on an annual basis, and each year thereafter.
 - C. Increased costs to APM due to distribution shortages, price increases, rising labor costs, labor shortages, and economic strains out of our control, etc., may perpetuate the need for an increase above the forecasted annual increase; subject to increases in accordance with the CPI Increase.

All additional services and/or materials for repair or otherwise requested by Client, shall be paid within ten (10) days of invoicing. In the event an outstanding balance is not paid as agreed, APM may charge late fees, and/or place a lien on the contracted property, and/or place the account for collection. APM shall be entitled to collect all costs associated with such action, including attorney's fees. All returned checks will be charged a \$36.00 handling fee.

IV. Insurance: Alexander's Property Maintenance, Inc. shall maintain in full force and effect throughout the term of this Agreement the following insurance protection:

- A. General Liability Coverage; and
- B. Workman's Compensation Insurance; and
- C. Comprehensive General and Automotive Liability Insurance

V. Damages: Alexander's Property Maintenance, Inc. shall not be held responsible for the following:

- A. Any damage caused by or to garden hoses left on turf or shrubbery.
- B. Any damage to personal items such as toys, pet items, lawn and garden tools, extension cords, clothing, lawn furniture, Christmas lights or decorations, or any other items not associated with a reasonable landscape design left on turf or shrub areas.
- C. The normal wear and tear on outdoor carpeting, ceramic tile, sidewalks, decorative landscape borders and painted porches or driveways caused by use of the power edger, weed eater, or lawn mower. Slight border damage of these areas is inevitable if the mowing process is to be performed thoroughly.
- D. Any damage to screened in porches which directly border turf/shrub area without the presence of a kick plate or landscape border.
- E. Any damage to vinyl siding which directly borders turf/shrub areas without the presence of a kick plate or landscape border.
- F. Any damage by or to exposed wiring or piping running from any solid structure directly to the turf and not protected by shrubbery or a landscape border.
- G. Any damage by or to down spouts that do not maintain at least a four-inch clearance of turf areas.
- H. Any damage to hidden underground or surface wires and/or pipes which may be damaged in the process of mowing and/or edging.

VI. Termination for Cause: This Agreement may be terminated by either party, with or without cause, upon notice submitted in writing and sent via certified mail, subject to the following:

- A. Cancellations shall have a sixty (60) day cancellation notice requirement. Work services shall be performed by the Contractor and reimbursed by the Client through the notice period.

VII. Agreement:

- A. It is hereby understood and agreed by both parties hereto that this Agreement shall not be varied, modified, or otherwise amended except in writing and executed by both parties hereto with the same formality as the Agreement, and further that this Agreement contains the entire understanding of the agreement of the parties hereto.
- B. If any legal action or other proceeding is brought for the enforcement of this contract, or because of alleged dispute, breach, default, claim of misrepresentation arising out of or in connections with any of the provisions of this Contract, the prevailing party shall be entitled to recover its reasonable attorney fees, court costs and cost of experts and investigations.



IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set forth below each signature.

Contractor: Alexander's Property Maintenance, Inc.

Client: Carrollwood Village Phase II
Homeowners Association, Inc.

Signature: _____

Signature:  _____
Adrian Madhosingh (Apr 22, 2024 07:14 EDT)

Print Name: _____

Print Name: Adrian Madhosingh

Date: _____

Date: 22/04/24

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Company Details

Final Audit Report

2024-04-22

Created:	2024-04-22
By:	Dawn Archambault (darchambault@greenacre.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3zgQJtTUVisxyTQYmnBP4IDK12B9RmAC

"Company Details" History

-  Document created by Dawn Archambault (darchambault@greenacre.com)
2024-04-22 - 2:55:47 AM GMT
-  Document emailed to Adrian Madhosingh (adriancarrollwood@gmail.com) for signature
2024-04-22 - 2:55:51 AM GMT
-  Email viewed by Adrian Madhosingh (adriancarrollwood@gmail.com)
2024-04-22 - 11:12:58 AM GMT
-  Document e-signed by Adrian Madhosingh (adriancarrollwood@gmail.com)
Signature Date: 2024-04-22 - 11:14:17 AM GMT - Time Source: server
-  Agreement completed.
2024-04-22 - 11:14:17 AM GMT