

2023 PROPOSAL

February 15, 2023
Bennett Run HOA
PO Box 455
Manchester, Pa 17345
717-814-1105
info@bennettrunhoa.com



We propose to furnish labor and materials necessary for completion of:

Lawn Care Services

Job Requirements:

Provide lawn & landscape maintenance services for Bennett Run HOA. Standard services are listed below & include the following: property mowing, mulching, shrub/ornamental tree trimming, planting bed/curb line weed control and lawn treatments for areas around retention ponds. Our treatments are both granular & liquid applications. We utilize slow-release granular fertilizer for long lasting results between applications. Our weed control is applied via liquid application to achieve the fastest results in eradicating or controlling any weeds that may be present. MSDS Labels for all products are available upon request.

Mowing (x25)

Price: \$221.65

Perimeter Mowing (x9)

Price: 337.00

Mulching

Price: \$450.00

Shrub Trimming (x2)

Price: \$160.00

Bed/Curb line Weed Control

Price: \$75.00 per month

Lawn Treatments

Early Spring Application	Price: \$119.78	Dimension® Crabgrass Control + Fertilizer
Late Spring Application	Price: \$119.78	Fertilizer + Weed Control
Summer Application	Price: \$119.78	Summer Stress Preventer
Fall Application	Price: \$119.78	Fertilizer + Weed Control
Winter Application	Price: \$119.78	Winterizer

Total Landscape Maintenance Package

Price: 885.22 per month/ 12 months

*****Services below will be billed after completion*****

Initial Bush Hog

15.5ac (approx..)
Price: \$2,550.00

Bush Hog

After Initial is complete
15.5ac (approx..)
Price: \$2,195.35

WE PROPOSE herby to furnish material and labor — complete in accordance with above specifications:

Payment is due 10 Days after Invoice is Sent
For Credit Card Payment There is a 3% Service Charge
Please Contact Katelynn at 717-292-4002 for credit card processing

2023 PROPOSAL

February 15, 2023
Bennett Run HOA
PO Box 455
Manchester, Pa 17345
717-814-1105
info@bennettrunhoa.com



All material is guaranteed as specified. All work to be completed in a substantial workmanlike manner according to specification submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, and/or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Meadowbrook Landscaping LLC, if not responsible for damage done to certain utilities as described in the "Utility Statement."

Contractor shall perform its work in a workmanlike manner. Contractor shall maintain liability insurance, workman's compensation insurance and all other insurance typically carried or reasonably requested by Owner. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Owner and Owner's agent(s) without reducing Contractor's liability hereunder from and against any and all claims, damages, losses, expenses and fees arising out of or resulting from (i) performance of Contractor's Work and or its negligent or intentional act or omission, (ii) Worker's Compensation claims and (iii) all claims for subrogation.

Inclement Weather Clause:

Please note that adverse weather conditions may delay or postpone certain services from being performed as scheduled. Schedules may be pushed back due to excessive rain or severe storms. We do try our best to inform our clients of any such delays & when projects will be rescheduled for.

Contracts cancelled by the client are subject to a restocking fee to be determined by Meadowbrook Landscaping LLC,. This fee shall be based on the cost of materials already purchased for the project. These fees will be deducted from any deposit made by the client, prior to issuing a refund.

A service charge of two percent (5%) per month will be applied to all past due balances. Any and all warranties and guarantees are void if bill is not paid in according to the terms stated above.

Any collection fees including attorney fees and court costs will be assessed to delinquent accounts.

Authorized Signature: *Joseph L. Souders, II*
Joseph L. Souders, II (Feb 24, 2023 20:00 EST)

Date: Feb 24, 2023

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. I have read and understand, if applicable, the Meadowbrook Landscaping LCC, Plant Guarantee, Utility/Concealed Conditions Statements, and conditions of contract.

Authorized Signature: *Joseph L. Souders, II*
Joseph L. Souders, II (Feb 24, 2023 20:00 EST)

Date: Feb 24, 2023



Conditions of Contract

These Conditions are a part of your contract; please read them carefully.

A. CHEMICAL APPLICATIONS (if applicable)

1. Meadowbrook Landscaping LLC shall only use chemicals that are approved by the State of Pennsylvania and are considered to be effective. Chemicals will be used only when necessary.
2. By state law and Environmental Protection Agency regulations all general or restricted use pesticides must be applied by a licensed custom applicator or a licensed operator under the supervision of a licensed custom applicator. MEADOWBROOK LANDSCAPING LLC, IS LICENSED BY THE STATE OF PENNSYLVANIA.
3. The product, timing, and rate of all applications will be adjusted to meet the needs of the grasses and plants in conjunction with horticultural conditions, weather, manufacturers 'recommendations, and governmental regulations.

B. STANDARDS OF PERFORMANCE

1. Meadowbrook Landscaping LLC will perform all services in a professional and workman-like manner in accordance with standard high-quality horticultural practices as outlined by the Pennsylvania Nursery and Landscape Association and the Associated Landscape Contractors of America.
2. Meadowbrook Landscaping LLC, unless otherwise stated in writing, shall furnish all necessary supervision, labor, supplies, materials, and equipment required in performing the services mentioned above on a timely basis.
3. Meadowbrook Landscaping's staff is on your property to complete the requested services outlined in this contract. If any delays to the production crew are caused by small talk or if the client is present in the work area(s) that delay progress, and additional charge of \$75/hr. will be invoiced in 15 minute increments and added to the final invoice. Any additional services not outlined in the scope of the initial contract will have a required signed addendum. Please contact Katelynn at 717-292-4002 to add additional services or if you have any questions.
4. Meadowbrook Landscaping LLC shall make every reasonable effort to perform the said services to avoid inconvenience to the owner. Weekly services will normally be performed on the same day each week. However, in the event of holidays, rain, or other factors, Meadowbrook Landscaping LLC, may need to reschedule the work at our convenience.
5. During project installation, clients must stay out of all work areas including material staging areas & where equipment is being operated. Clients will also only converse & communicate with person(s) in charge of project and not the field team.
6. Unless otherwise stated in writing, Meadowbrook Landscaping LLC does not guarantee certain plants. These include, but are not limited to; plants in pots or planter boxes, client transplants, annuals, groundcovers, lawn seed, sod, and bulbs.
7. Unless otherwise stated in writing, Meadowbrook Landscaping LLC's, work under contract does not include watering after the initial installation. Watering is critical to the health of all plants, and we urge you to monitor closely. Please review our watering instructions sheet for further information.
8. The continued performance of our work under this contract is expressly conditioned upon the payment of your invoice when due.

9. Subcontractors provided by Meadowbrook Landscaping LLC, as part of your total contract price will include a premium of 15-20% above the subcontractor's contract for various portions of the work depending on the nature of the work performed by the subcontractor. However, any such premium on subcontractor's services is included as part of your total contract price. Subcontractors retained and included in the price of the contract are identified in writing in the service description portion of the contract. Subsequent services requested by the client that requires a subcontractor managed by Meadowbrook Landscaping will be billed separately and contain a 15-20% premium to the subcontractor's charge.

C. UTILITY/UNKNOWN FACTORS

1. For safety reasons, PA One Call will be called to locate and mark gas, phone, cable TV, and electric utilities on your property at the request of Meadowbrook Landscaping LLC. However, Meadowbrook Landscaping LLC is not responsible for the accuracy of any marking done by the utility companies.
2. It is the owner's responsibility for marking any other underground cables, invisible pet fencing, tile, plumbing, irrigation and private utilities such as barbecue lines, lighting, etc. Any delays in crew time and cost involved for repairing unmarked systems is the responsibility of the owner.
3. Meadowbrook Landscaping LLC, shall not be responsible or liable to owner for any damage or loss which might arise out of any act or cause beyond Meadowbrook Landscaping LLC's, control including, but not limited to, damage or loss resulting from vandalism, insects, disease, storm, flood, fire, wind, drought, hail, rain, snow, freezing, or other causes or acts of persons other than Meadowbrook Landscaping LLC, employees or agents.
4. Meadowbrook Landscaping LLC's, obligations under this contract and the delivery of services and materials hereunder are contingent upon strikes, accidents, shortages of materials, inclement weather, acts of God, and unforeseen delays.

D. OWNERS RESPONSIBILITIES

In addition to locating underground utilities described in C.2 above, it is your responsibility as the owner to provide the following:

1. **Water Supply.** An adequate water supply shall be readily available on site within 200ft. of watering needs of this contract. If this supply were not available and/or dependable, it could result in an added charge and loss of plant guarantee.
2. **Watering.** With the expectation of seed, sod bulbs, and other installations specified in writing. Meadowbrook Landscaping LLC will initially water at the time of new plant installation. Subsequent watering, unless otherwise stated in writing, is the responsibility of the owner.
3. **Insurance.** It is the owner's responsibility to carry fire, tornado and other necessary insurance. Or workers are fully covered by worker's compensation insurance. By entering into this contract, you agree to indemnify and hold Meadowbrook Landscaping LLC, harmless from all loss, cost, liability, and expense arising from any and all injury or loss sustained by you, your family, guests, invitees, or third parties in, on and under or around your property in connection with any of the work performed or materials used under this contract.
4. **Access to Controls.** To properly execute the requirements of this contract Meadowbrook Landscaping LLC, or its subcontractors may need access to irrigation controls, lighting controls, or electrical panels during our normally scheduled visit. If you are unable to provide access during these visits and we must return to make the necessary adjustments, an additional charge may apply.

E. SITE DRAINAGE

Unless otherwise stated Meadowbrook Landscaping LLC is not responsible for site drainage or damage to plants or materials used under this contract.

F. EMPLOYMENT

Meadowbrook Landscaping LLC is an equal opportunity employer.

G. CANCELLATION

This contract may be canceled with good cause upon (30) days written notice. If Meadowbrook Landscaping LLC, cannot correct discrepancies within thirty days, this contract will become null and void and all services rendered will become due and payable within the terms of this contract. All correspondences regarding cancellation shall be via Certified Mail/Return Receipt Requested. Contracts may be canceled due to harassment, insults, lectures, defamation and excessive changes from the customer after contract has been signed.

H. SERVICE RATES

1. Our landscaping crews will make minor adjustments to irrigation and lighting systems and replace lighting lamps under the terms of this contract with no additional charge other than materials. However, more technical repairs or lengthy troubleshooting may require a service call by a more specialized service technician or manager. If this is approved by you the following service rates apply:
2. Trip charge rates:
 - \$75.00/hr for general Meadowbrook Landscaping LLC service area
 - \$85.00/hr beyond the general Meadowbrook Landscaping LLC service area. North of Maryland Line, East of Gettysburg, South of Harrisburg, West of Marietta.
 - Areas well beyond the Meadowbrook Landscaping LLC service area will be on a case-by-case basis.
3. Hourly Rates:
 - \$85.00 per hour for a service technician and \$75.00 per hour for an additional team member, if required, charged at 15-minute increments or part thereof and changed upon arrival.

TERMS OF PAYMENT

1. Installment Program

- All labor, equipment, and materials necessary to accomplish this contract for the season shall be for the sum of \$_____ annually, payable in (9) equal installments of \$_____ beginning March 1st and monthly after that.
- Please Note: This is an installment plan. Monthly billings may not necessarily reflect the cost of work performed during each billing period.
- Monthly Landscaping Installment Plan, when canceled before the completion of the Landscaping Program, will automatically revert to an hourly invoicing method. At that time, Meadowbrook Landscaping will determine the actual time and material usage that occurred up to the point of cancellation. The amount paid to date will be compared to the amount that would have been charged on a time and material basis. The difference in this comparison will determine the final payment or refund.
- Other Charges will be billed monthly as detailed in the program.

2. Service Billed Upon Completion

Services billed upon completion as identified in the Summary section.

3. Time & Material Work

Services rendered on a time and material basis, as identified in the Summary section, are billed upon completion at a rate of \$75.00 per staff hour (billed in quarter-hour increments) and include travel time.

4. Service Rates for irrigation and lighting repairs carry a trip charge and are also billed at \$85.00 per staff hour (billed in quarter-hour increments)

- Sales tax applies to all materials and service.
- A service charge of five percent (5%) per month will be applied to all past due balances. Any and all warranties and guarantees are void if not paid in according to terms stated above.
- Contracts canceled by the client are subject to a restocking fee (if applicable) to be determined by Meadowbrook Landscaping LLC. This fee shall be based on the cost of materials already purchased for the project. These fees will be deducted from any deposit made by the client, before issuing a refund.

Any collection fees including attorney fees and court costs will be accessed to delinquent accounts.