



SARVER

Landscape Maintenance Co.

Service Proposal

SEWICKLEY HEIGHTS MANOR
101 GREENWOOD DRIVE
SEWICKLEY, PENNSYLVANIA
15143

The SHMHA for The Ridge
302 Sewickley Ridge Drive Sewickley, Pennsylvania 15143

Est ID: EST1372316 2022-2023 (2)

Date: Aug-10-2021

CONTRACT SERVICES	Visits	Billing Type	Season Price
Spring Clean Up	1	Per Season	\$4,125.00
Mow	28	Per Season	\$24,640.00
Bed Edging	1	Per Season	\$2,090.00
Mulching	1	Per Season	\$21,606.00
Weeding	14	Per Season	\$1,925.00
Trimming/ Pruning	2	Per Season	\$11,236.00
Fall Clean-Up	3	Per Season	\$15,600.00

SubTotal (All Contract Services) \$81,222.00

Taxes \$1,724.80

SubTotal (All Contract Services) \$82,946.80

The total price of all seasonal services is \$81,222.00 collected in 10 payments of \$8,122.20 per payment (\$8,294.68 after tax).

7% Δ
over
2 yrs

CONTRACT TERMS

1. DESCRIPTION OF SERVICES. SLMCO will provide to CLIENT the following services described in the following Grounds Maintenance Specifications, which is attached hereto and made part hereof (Services).
2. LOCATION OF SERVICES. Services will be provided to Client at the location listed above.
3. TERM. This Contract will begin March 1, 2022 and terminate on December 31, 2023, unless terminated earlier as may be provided for herein.
4. PAYMENT. Payment shall be remitted by Client to SLMCO at 340 Graham Road, Wexford, Pennsylvania 15090.

Client agrees to pay the annual total in equal installment payments listed above, plus applicable sales tax at the beginning of each month starting March 1, 2022 and ending December 1, 2022, with the same terms for 2023.

The lawn care portion of this Contract is subject to a 7% sales tax.

If any invoice is not paid within 10 days of due date, interest will be added to and payable on all overdue amounts at 2 percent per month, or the maximum percentage allowed under applicable laws. Client shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Client fails to pay for the services when due, SLMCO has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies. SLMCO shall provide written notice to Client describing with sufficient detail the nature of the default involving the delinquent payments. Client shall have 30 days from the date of such notice to cure the default. The failure to cure the default by making the delinquent payment within such time period shall result in the automatic termination of this Contract.

5. CANCELLATION. Client must notify SLMCO of non-performance and allow 10 days to rectify complaint. If not rectified, Client may cancel contract for non-performance with thirty (30) days written notice. To enact cancellation all outstanding invoices must be paid in full.

6. INDEMNIFICATION. SLMCO shall be responsible to the CLIENT, and shall indemnify, defend and hold harmless the CLIENT, for acts and omissions of SLMCO's employees, subcontractors and their agents and employees, and other persons or entities performing any or all portions of the work for or on behalf of SLMCO or any of its subcontractors.

7. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, terrorism, wars, strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

8. ENTIRE CONTRACT. This Contract contains the entire agreement of the parties regarding the subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

9. AMENDMENT. This Contract may be modified or amended only if the amendment is made in writing and signed by both

parties.

10. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

12. APPLICABLE LAW. This Contract shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania.

13. SIGNATORIES. This Contract shall be signed on behalf of Client by an authorized party and on behalf of SLMCO by Adam R. Sarver, President and effective as of the date first above written.

14. PROPOSAL TERM. This contract may be considered cancelled or may be subject to revision by SLMCO if not signed by Client within 60 days of submission.

GROUNDS MAINTENANCE SPECIFICATIONS

All work will be performed in a professional manner by a trained, experienced, uniformed crew. All equipment and materials are maintained and operated/applied with the highest standards and supervision.

TURF CARE

MOWING

Weekly, as weather allows through October, all finished lawn areas will be mown to the proper height to maintain optimum lawn health and appearance. If weather conditions necessitate a change in mowing frequency, the cost will remain the same.

Clippings will not be removed unless they are either too unsightly for the particular location, or lying in swaths which might damage the lawn.

Weekly, prior to mowing, all lawn areas will be policed to remove litter and debris. Excessive and/or consistent litter is the responsibility of the owner.

Weekly, following mowing, vertical features and all lawn edges will be trimmed and walks will be swept or blown clean.

The hillside along Sewickley Ridge Circle will be cut once per month to maintain a tidy appearance.

ORNAMENTAL PLANTING BED CARE

*2 Beds at corner of SHD and Glenn Mitchell Road to be included.

WEEDING

From March through November, at approximately 18 day intervals, all planting beds will be weeded and/or sprayed.

As needed, a non-selective herbicide will be applied to planting beds, walkways, driveways, etc., to eliminate unsightly weed growth.

EDGING and MULCH

In the spring, a uniform edge will be established around all beds and trees.

In the spring, brown dyed bark mulch will be applied to all plant beds to maintain a depth of 1.5-2 inches.

PRUNING and TRIMMING

Twice during the growing season, at the proper time for each kind of plant as indicated by good nursery practice, all deciduous shrubs and narrowleaf evergreen shrubs and hedge plantings will be pruned or sheared in such manner as to promote the growth of a well-balanced, neat and sturdy plant, so as to gradually allow the plants to reach mature size.

Corrective pruning will be provided to all broadleaf shrubs and trees (under 15 feet tall) to remove dead limbs or diseased and unbalanced growth. Dead tree removal (or the removal of large or multiple shrubs) is not included under this maintenance agreement.

SEASONAL CLEAN UP

SPRING CLEAN UP

Early spring, all lawn, bed and driveway areas will be cleared of leaves, twigs and other debris that has accumulated over the preceding winter.

In spring, all trees (under 15' tall), shrubs and groundcovers in need of supplemental nutrients will be fed with an appropriate fertilizer as indicated by good nursery practice.

In spring, a pre-emergent herbicide will be applied to landscape beds.

FALL CLEAN UP

Three times during fall, a thorough leaf removal from lawns, beds, and paved areas will occur. Turf areas may be mown during clean up if necessary.

OPTIONAL SERVICES

Three times during the growing season, all lawn areas will be fertilized with a granular, slow-release fertilizer containing micronutrients to develop healthy plants, deep rooting and disease tolerance. The fertilizer used will be determined by weather, soil type, and grass variety.

Broadleaf weed control will be applied at the same time as fertilization to maintain a relatively weed-free lawn.

In the spring a pre-emergent crabgrass control will be applied to all finished lawn areas.

In fall, all turf areas that will accommodate equipment will be aerated to improve air, water and nutrient penetration and

promote deeper root depth.

In fall, all turf areas will be limed at an appropriate rate to lower soil ph.

In fall, all turf areas will be overseeded with a perennial rye blend at a rate of 6# per thousand square feet.

In early summer, all turf areas will receive an insecticide to treat surface and sub-surface insects.

Spring Bulbs

Fall Color Display

In late spring a display of annual flowers will be installed consistent with previous seasons. Maintenance and fertilization is included. Watering is the responsibility of the Owner.

SUPPLEMENTAL CONDITIONS

Any seasonal disease of insect infestations which require additional treatment will be provided upon approval and at an additional cost.

Replacement of trees, shrubs and lawn areas is not a part of this Contract unless damage is caused or created by SLMCO.

Pet waste should be removed by owner prior to service. Sarver will not service areas with excessive waste.

SLMCO will not assume responsibility for damage done to any type of underground object including gas, water lines, electric, telephone, cable wires, sprinkler systems or other objects unless located and identified by Client prior to execution of this Contract.

Unless otherwise stated in writing, it is the Client's responsibility to ensure adequate water for plant materials, lawn, etc., to provide reasonable access to physical areas covered by this Contract, and to assume responsibility of all property lines.

All materials and pesticides will be applied under licensed supervision and in accordance with safe practice established by the Pennsylvania Department of Agriculture. Only the safest and most current products will be used to maintain a healthy landscape. Client/Client representative agrees to indemnify SLMCO, accepting responsibility of all tenants, residents and visitors who wish to interfere with the proper application of materials included in this Contract.

This Contract was prepared to include the landscape as it exists at the time of this writing.

Estimate authorized by:



Adam Sarver, President

Estimate approved by:



Signature Date:

08/10/2021

Signature Date:

08-17-2021

Email:

adam@sarverlandscape.com