



February 06, 2023
 Edgewood HOA Common

Contract No. - 24200

This estimate is good for 30 days.



Early Spring Pre-Emergent

A pre-emergent with a balanced fertilizer to prevent unwanted weeds such as crabgrass and foxtail while feeding the lawn. Does not prevent dandelions or nutsedge.

Landscape Bed Pre-emergent - Spring Application

Spring – Application of granular pre-emergent herbicide to control summer weed seed germination in landscape beds.

Mulch

Create a clean edge to beds and tree rings unless stated differently above. Install a top dressing of mulch to landscape beds and tree rings.

Prune Shrubs & Trees (up to 12') - Dormant

A selective, hard prune done during plant dormancy to rejuvenate plant health. Roses Only unless otherwise stated.

Spring Clean-Up w/Leaf Removal

Prepares the landscape for the growing season. It is vital to the health and appearance of the landscape.

- **Beds Only** – Removal of winter debris and leaves from landscape beds.
- **W/ Mow** - Removal of winter debris by blowing leaves and debris from landscape beds into turf. Debris and leaves are then mulched with mower (***leaves are not removed from property***).
- **W/ Leaf Removal** - Removal of winter debris; leaves blown out of landscape beds into turf; leaves are removed from property. Includes perennial clean up to remove the dead leaves and stems from previous year's growth.

***All spring cleanups include perennial cutback.** *Perennial cutback is the removal of dead leaves and stems from previous year's growth. This includes but is not limited to the following plants: liriopse, daylilies, ornamental grasses, hostas, salvia, coreopsis.*

Sprinkler Start-Up

Prepares the irrigation system for start up for the season. This includes turning on the backflow, performing an initial run-through and setting the irrigation controller for optimal coverage. Irrigation technician checks to see that system is in working order, notes any repairs that are needed, and communicates with account manager. Account manager will follow up with needed repairs. ****System operations are weather dependent and may not be recommended to be turned on at the time of start up.***

Weekly Mow

Weekly mowing of turf grass includes line trimming around tree wells, landscape beds and foundations; edging around all hard surfaces with line trimmer; and clearing drives and sidewalks of grass clippings.

Backflow Test (2 Backflows)

Backflow Annual Certification.

Edging Beds & Tree Rings

Create a natural trenched edge to landscape beds and tree rings.

Landscape Bed Pre-emergent - Fall Application

Application of granular pre-emergent herbicide to control winter weed seed germination in landscape beds for better Springtime control

Prune Shrubs & Trees (up to 12') - Spring

Shaping of landscape shrubs by removal of seasonal growth to maintain size and shape.

Typical shrubs pruned include but are not limited to: Boxwoods, Inkberry, Barberry, Burning Bush, Viburnum, Ninebark, Juniper, Yew

Unless otherwise stated, Excludes: Hydrangeas, Lilacs, Azeleas; upright evergreens such as juniper, arbrovitea and cypress 6' and over.

Spring Ornamental Grass Cutback**Spring Weed & Feed**

A liquid application of weed and feed to control broadleaf weeds while feeding the lawn. Does not prevent nutsedge.

Summer Color

Installation of summer annuals and/or tropical plants. Includes removal of old flowers, soil amendments, and pine bark mulch.

Trim Outside of Wrought Iron Fence Area A

Additional Mow Area

Grub Preventative

An application of a grub preventative.

Irrigation Run-Through

A thorough diagnostic system check that includes monitoring for leaks, broken or missing heads; adequate coverage; adjust sprinkler heads as necessary; and recommendation of any improvements. If any repairs are needed the technician will communicate to the account manager and the account manager will follow up with the customer.

Landscape & Flower Bed Maintenance

Removal of weeds from landscape beds by hand pulling weeds larger than 2". Herbicides are used to control smaller weeds and maintain bed edges.

Prune Shrubs & Trees (up to 12') - Summer

Shaping of landscape shrubs by removal of seasonal growth to maintain size and shape.

Typical shrubs pruned include but are not limited to: Boxwoods, Inkberry, Barberry, Burning Bush, Viburnum, Ninebark, Juniper, Yew

Unless otherwise stated, Excludes: Hydrangeas, Lilacs, Azeleas; upright evergreens such as juniper, arbrovitea and cypress 6' and over.

Special Cleanup Trash & Limbs, including Hedge Apples**Tree Mid-Spring Insect & Disease Application**

Insecticide application to aid in the control of 1st generation insects and 3rd round of fungicide on Crabapple, Pear, Spruce, Pine, and Juniper

Trim Outside of Wrought Iron Fence Area B

Additional Mow Area C

Fall Clean-Up w/Leaf Removal

Prepares the landscape for the winter season. It is vital to the health and appearance of the landscape.

- **Beds Only** – Removal of debris and leaves from landscape beds.
- **W/ Mow** – Removal of debris; leaves blown out of landscape beds into turf; leaves in lawn are mulched with mower (***leaves are not removed from property***).
- **W/ Leaf Removal** – Removal of debris; leaves blown out of landscape beds into turf; leaves are removed from property.

Fall Pansies

Installation of fall pansies. Includes removal of old flowers, soil amendments, and pine bark mulch.

Hardsurface Non-selective Herbicide

A non-selective herbicide is applied to hardsurface areas.

Irrigation Winterization

Prepares irrigation system for winter to prevent freeze damage. Includes backflow shut off, blowing water out of lines and turning off irrigation controller.

Micro-nutrient Fertilizer plus Weed Control

A nutrient-rich fertilizer and spot treated for grassy weeds.

Prune Shrubs & Trees (up to 12') - Fall

Shaping of landscape shrubs by removal of seasonal growth to maintain size and shape.

Typical shrubs pruned include but are not limited to: Boxwoods, Inkberry, Barberry, Burning Bush, Viburnum, Ninebark, Juniper, Yew

Unless otherwise stated, Excludes: Hydrangeas, Lilacs, Azeleas; upright evergreens such as juniper, arbrovitea and cypress 6' and over.

Fall Fertilizer plus Weed Control

A fertilizer application plus pre- and post-emergent herbicide.

Irrigation Repair Service (\$90 per hour as needed)

Repair irrigation system.

Tree Early Summer Insect Application

Insecticide application to aid in the control of 3rd generation insects on Spruce, Pine, and Junipers.

Trim Edges / Sides of Creek

Selectively hand weedeat specific areas.

Trim Shrubs to maintain Driver Line of Sight

Selective pruning of specialty shrubs such as flowering shrubs,topiary shrubs, and upright evergreens.

Late Fall Winterizer

An application of nutrient-rich fertilizer for the winter.

Shrub Mid-Spring Insect & Disease Application

Foliar Insecticide application to aid in the control of 1st generation insects on Evergreens,Burning Bush, Azalea and 3rd round of fungicide preventative spray for fungus on Azalea, Euonymus, Lilac, Rose, Quince

Aquatic Weed Control Creek Edges/Sides

An aquatic weed control is applied to control

Shrub Early Summer Insect Application

Foliar Insecticide application to ornamental shrubs(Evergreens and Burning Bush) to aid in the control of 3rd generation insects.

CONTRACT SUMMARY

SERVICES	OCCURS	PRICE EACH	EXT PRICE	SALES TAX	TOTAL PRICE
Weekly Mow	29	\$251.00	\$7,279.00	\$0.00	\$7,279.00
Trim Outside of Wrought Iron Fence Area A	3	\$175.00	\$525.00	\$0.00	\$525.00
Trim Outside of Wrought Iron Fence Area B	3	\$85.00	\$255.00	\$0.00	\$255.00
Trim Edges / Sides of Creek	3	\$275.00	\$825.00	\$0.00	\$825.00
Early Spring Pre-Emergent	1	\$490.00	\$490.00	\$44.59	\$534.59
Spring Weed & Feed	1	\$490.00	\$490.00	\$44.59	\$534.59
Grub Preventative	1	\$570.00	\$570.00	\$51.87	\$621.87
Micro-nutrient Fertilizer plus Weed Control	1	\$490.00	\$490.00	\$44.59	\$534.59
Fall Fertilizer plus Weed Control	1	\$490.00	\$490.00	\$44.59	\$534.59
Late Fall Winterizer	1	\$490.00	\$490.00	\$44.59	\$534.59
Aquatic Weed Control Creek Edges/Sides	3	\$110.00	\$330.00	\$30.03	\$360.03
Landscape & Flower Bed Maintenance	18	\$180.00	\$3,240.00	\$0.00	\$3,240.00
Hardsurface Non-selective Herbicide	1	\$385.00	\$385.00	\$35.04	\$420.04

Contract No. - 24200	Edgewood HOA Common			February 06, 2023	
Mulch	1	\$3,589.00	\$3,589.00	\$0.00	\$3,589.00
Edging Beds & Tree Rings	1	\$570.00	\$570.00	\$0.00	\$570.00
Prune Shrubs & Trees (up to 12') - Dormant	1	\$1,155.00	\$1,155.00	\$0.00	\$1,155.00
Prune Shrubs & Trees (up to 12') - Spring	1	\$1,155.00	\$1,155.00	\$0.00	\$1,155.00
Prune Shrubs & Trees (up to 12') - Summer	1	\$1,155.00	\$1,155.00	\$0.00	\$1,155.00
Prune Shrubs & Trees (up to 12') - Fall	1	\$1,155.00	\$1,155.00	\$0.00	\$1,155.00
Trim Shrubs to maintain Driver Line of Sight	4	\$34.00	\$136.00	\$0.00	\$136.00
Shrub Mid-Spring Insect & Disease Application	1	\$590.00	\$590.00	\$53.69	\$643.69
Shrub Early Summer Insect Application	1	\$590.00	\$590.00	\$53.69	\$643.69
Tree Mid-Spring Insect & Disease Application	1	\$590.00	\$590.00	\$53.69	\$643.69
Tree Early Summer Insect Application	1	\$590.00	\$590.00	\$53.69	\$643.69
Summer Color	1	\$2,150.00	\$2,150.00	\$0.00	\$2,150.00
Fall Pansies	1	\$2,150.00	\$2,150.00	\$0.00	\$2,150.00
Sprinkler Start-Up	1	\$219.00	\$219.00	\$0.00	\$219.00
Backflow Test (2 Backflows)	1	\$170.00	\$170.00	\$0.00	\$170.00
Irrigation Run-Through	3	\$195.00	\$585.00	\$0.00	\$585.00
Irrigation Winterization	1	\$219.00	\$219.00	\$0.00	\$219.00
Irrigation Repair Service (\$90 per hour as needed)		\$90.00	\$0.00	\$0.00	\$0.00
Spring Clean-Up w/Leaf Removal	1	\$550.00	\$550.00	\$0.00	\$550.00
Spring Ornamental Grass Cutback	1	\$330.00	\$330.00	\$0.00	\$330.00
Special Cleanup Trash & Limbs, including Hedge Apples	2	\$200.00	\$400.00	\$0.00	\$400.00
Fall Clean-Up w/Leaf Removal	1	\$1,125.00	\$1,125.00	\$0.00	\$1,125.00
Landscape Bed Pre-emergent - Spring Application	1	\$405.00	\$405.00	\$36.86	\$441.86
Landscape Bed Pre-emergent - Fall Application	1	\$405.00	\$405.00	\$36.86	\$441.86
			\$35,842.00	\$628.37	\$36,470.37

Messenger's Lawn and Landscaping, Inc. ("Contractor") shall perform the services listed on the first page of this Grounds Maintenance Service Agreement ("Agreement") in a workmanlike manner in accordance with the terms and conditions of this Agreement. Contractor shall not be responsible for damage or delay due to inclement weather, strikes, other labor disturbances, civil disturbances, acts of God, or other causes beyond Contractor's reasonable control.

Edgewood HOA Common ("Buyer") identified on the front of this document shall make the premises available to Contractor for the performance of the services listed on the first page of this Agreement during Contractor's normal working hours. Buyer shall provide all water, electricity, and any additional similar facilities necessary for Contractor to perform the services. Contractor may, at any time, assign any or all rights or obligations arising under this Agreement and may employ subcontractors to perform any of its obligations set forth herein. As a preferred supplier Buyer recognizes that the Contractor is the exclusive vendor for all services covered within the scope of this contract for a period of 12 months following the date hereof ("Term"). Contractor has the right to cancel this

agreement with a 30-day written notice to the Buyer at any time and Buyer shall pay Contractor for all work and services in place or performed through the termination date. Buyer grants the Contractor a preferential option and right of first refusal to bid on and provide guidance for any and all landscape related services managed by the Buyer which are not specifically included within this contract.

Contractor carries a policy of insurance covering its general liability in the amounts stated therein. Should Contractor be found liable for any uninsured loss or damage due to failure to perform its obligations hereunder or otherwise, Contractor's liability shall be limited to Three Hundred Dollars (\$300.00) as liquidated damages, actual damages being difficult to ascertain. These liquidated damages shall be exclusive and shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from the performance or non-performance of any of the obligations herein or from negligence, active or otherwise, of Contractor, its owners, employees, agents, or subcontractors, unless to the extent otherwise covered by Contractor's general liability insurance. Buyer agrees to release, indemnify, defend, and hold harmless Contractor, its employees, owners, members, directors, agents and their respective successors and assigns from and against any and all claims, losses, demands, suits, causes of action, judgments, damages, liabilities, costs, or expenses of every kind, including, without limitation, attorneys' fees, that are or may be asserted by third parties against Contractor arising out of Contractor's duties or performance of such duties in connection with this Agreement, except those that are the direct result of Contractor's sole negligence or willful misconduct during performance of Contractor's duties in connection with this Agreement.

Should the Buyer desire any modification or addition to the work or materials covered by this Agreement, the scope of work, scope of materials and the agreement price shall be adjusted accordingly by a written and mutually executed change order. Modification or addition to the work or materials provided shall be performed only after a written and mutually executed change order.

All trees, hardscapes, shrubs, and perennials carry a two (2) year warranty from the date they are installed (Except: Annuals, Abelia, Azalea, Bracken's Brown Magnolia, Bulbs, Cedars, Tree Form Dogwoods, Deep Cell Plugs, Emerald Green & DeGroot's Arborvitae Lagerstroemia, Nandina, Pieris, Rhododendrons, and Special-order plants. It also does not include any perennials, groundcovers, or #1 grasses planted between November 1-April 1). If replacement is required, this warranty provides for one replacement only. No replacements will be provided on plants injured or killed by vandalism, insects, fungus, chemicals, abuse, and neglect or lack of proper care, including appropriate watering. Also excluded from the warranty is damage from an "Act of God," such as hail, high wind, drought, flood, snow, ice, and sudden, severe changes of low or high temperature. All warranty replacements will be scheduled at the discretion of the Contractor. Contractor disclaims, and Buyer waives, any and all warranties, express or implied, that are not specifically set forth herein. Delinquent and past-due accounts will automatically void this warranty.

Payment is due upon receipt, unless otherwise noted on the first page of this Agreement. Delinquent amounts on invoiced items will accrue interest at a rate of 1.5% per month (or such maximum rate as may be permitted by law), and Buyer shall be liable for any and all collection costs Contractor incurs in collecting on Buyer's delinquent account, including court costs and attorneys' fees. Buyer authorizes Contractor to obtain reports to investigate Buyer credit by obtaining consumer credit reports, employment, income, and any other information Contractor deems necessary from time to time in connection with the extension or continuation of business credit consistent with the Federal Fair Credit Reporting Act. Any check payments that do not clear the bank will result in a \$35.00 return check fee plus any associated collection costs.

Contractor reserves the right to increase the contract amount by: (1) a fuel surcharge predicated as closely as possible with Contractor's revised fuel costs, (2) any sales and/or use tax imposed by any governmental entity effecting this Agreement, and (3) and labor rate surcharge predicated as closely as possible with Contractor's revised labor cost. Buyer agrees to pay the same in addition to the contract price. For multi-year agreements, a price increase not to exceed 5% may be added for each successive 12-month period after the initial Term.

Individual residential maintenance may be cancelled early if Buyer sells property, moves, and gives Contractor sixty

(60) days advance written notice.

This Agreement may be cancelled by the Buyer before the end of the term only by giving written notice to Contractor describing in detail Contractor's violation of contract. Contractor then has thirty (30) days following receipt of notice to correct violation. If after these thirty days, the violation still exists, Buyer may cancel the contract by giving a thirty (30) day written notice. The Agreement may be cancelled at any time with the mutual written consent of both Buyer and Contractor. Should Buyer cancel this Contract without cause, Buyer agrees to pay to Contractor two (2) months average billings as damages. If Buyer shall breach this Agreement, Buyer shall, in addition to all other sums recoverable, pay Contractor, to the extent allowed by law, attorney fees incurred in enforcing Contractor's rights herein and costs associated with any proceeding arising out of this Agreement. Any and all amounts due to Contractor shall be deemed due and payable in full as of the date of such notice of cancellation.

REQUIRED LEGAL NOTICE TO OWNER

RELATIVE TO WORK PERFORMED IN KANSAS

MESSENGER'S LAWN AND LANDSCAPE, LLC IS A SUPPLIER OR SUBCONTRACTOR PROVIDING MATERIALS OR LABOR AT SERVICE ADDRESS IDENTIFIED ON THE FRONT OF THIS DOCUMENT UNDER AN AGREEMENT WITH BUYER. KANSAS LAW WILL ALLOW THIS SUPPLIER OR SUBCONTRACTOR TO FILE A LIEN AGAINST YOUR PROPERTY FOR MATERIALS OR LABOR NOT PAID FOR BY YOUR CONTRACTOR UNLESS YOU HAVE A WAIVER OF LIEN SIGNED BY THIS SUPPLIER OR SUBCONTRACTOR. IF YOU RECEIVE A NOTICE OF FILING OF A LIEN STATEMENT BY THIS SUPPLIER OR SUBCONTRACTOR, YOU MAY WITHHOLD FROM YOUR CONTRACTOR THE AMOUNT CLAIMED UNTIL THE DISPUTE IS SETTLED.

RELATIVE TO WORK PERFORMED IN MISSOURI

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429 R.S.MO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

{IF YOU HAVE QUESTIONS REGARDING THIS REQUIRED LEGAL NOTICE, PLEASE CONTACT YOUR MESSENGER'S LAWN AND LANDSCAPE LLC REPRESENTATIVE ABOUT OBTAINING LIEN RELEASES OR WAIVERS.

Buyer hereby represents and warrants that the Buyer has the authority to enter into this Agreement and to bind the owner of the property. If Buyer is not such owner, Buyer shall furnish a copy of such authorization to Contractor. Buyer shall approve site of services and be responsible for the location being with Buyer's property and clear of any setbacks, underground installations, underground facilities, and other restrictions whether by zoning, plat, or deed. Buyer shall release, indemnify, and save harmless Contractor from any claim, loss or expense arising by reason of trespass and/or damage by Contractor resulting from Buyer's designation of site or location. The obligations of Buyer (if more than one) shall be joint and several.

If any part of this Agreement, or the application of any provision to any person, entity, or circumstance, is held invalid or unenforceable, the remainder of this Agreement, and the application to other persons, entities, or circumstances, shall remain valid. This Agreement constitutes the entire agreement of the parties in regard to the subject matter and may not be amended or modified unless signed and in writing. Contractor shall not be obligated

to make any alternatives or deviations from this Agreement except upon such written modification signed by the parties hereto.

All designs and plans developed by Contractor are the property of Contractor and may not be copied, installed, transferred, or used without the express written consent of Contractor.

AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE WORK IS PERFORMED. THIS BUYER AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE PROPERTY, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT OR THE PROPERTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BUYER AND CONTRACTOR ENTERING INTO THIS CONTRACT.

This document is strictly private, confidential, and personal to its recipients and should not be copied, distributed, or reproduced in whole or in part, nor passed to any third party.

By Tony Fredericks
Tony Fredericks

Date 2/6/2023
Messengers Lawn & Landscape

By _____

Date _____
Edgewood HOA Common