

# SUPERIOR

LANDSCAPING & LAWN SERVICE, INC

PO BOX 35-0095, Miami, Fl. 33135-0095

Ph: (305) 634-0717 Fx: (305) 634-0744

## LANDSCAPING MAINTENANCE AGREEMENT

Contract Submitted To: Lee County DOT  
5560 Zip Drive  
Ft. Myers, Fl. 33905  
Attn: Mike Williams

Date: 4/21/10

Job Site: State Road 80 (from Prospect to Utility Site)

### EXHIBIT A

#### Frequency of Services

Superior Landscaping & Lawn Service, Inc will service State Road 80 from (Prospect to Utility Site) in order to provide Landscaping Maintenance services as per this contract.

#### Conditions

This Agreement shall remain in effect beginning on \_\_\_\_\_, 20\_\_\_\_, unless earlier terminated by either party pursuant to Notice of Cancellation below. This Agreement will automatically renew on a yearly basis.

### EXHIBIT B

#### Specifications of Basic Services

#### **Palm Frond Pick Up:**

Removal and Disposal of all palm fronds throughout the median and right of way areas.

Contractor to schedule **(52)** visits per year

Contractor responsible for disposal costs.

### EXHIBIT C

**Cancellation Notice:** A thirty- (30) day notice of cancellation is required by either party in order to terminate this agreement. Should early cancellation occur, then an audit of services rendered less payments to date shall be performed and the contractor or owner shall either be credited or charged for services performed as of the cancellation date. Upon cancellation, all pro-rated services must be paid in full prior to services being discontinued. All services will remain in full effect and billable until Contractor is made whole.

We hereby propose to furnish labor completely in accordance with the above specifications, for the sum of:  
\$ 450 per visit at a yearly rate of \$ 23,400

Additional Visit: \$400

**Payment will be made as follows:** Payment in full upon receipt of monthly invoice. Past due accounts will acquire an eighteen percent (18%) interest per year. Should collection activities be warranted, client shall be responsible for any related expenses including but not limited to attorney's fee and court cost. There is a \$50.00 fee for each returned check. Any alterations made will void this document.

This is a binding contract for Superior Landscaping & Lawn Service, Inc., we will not be liable or responsible for any loss, repair or replacement of any of the above mentioned due to high winds, hail, lightning storms, heavy rains, vandalism, floods, heat construction, insect plagues or infestation, inadequate irrigation, tornadoes, hurricanes and Acts of God.

If during the contract period, the price of fuel is increase by 10% over the price in effect at the time the Contractor submitted their proposal, the Contractor may request a price increase equal to the overall cost increase they experienced as a direct result of the fuel cost increase. Any request for price increase must be submitted to the Owner in writing with full documentation substantiating the request.

The undersigned client states that they are the owners and/or agent of the above mentioned property. Owner and/or agent give express permission to enter said property is free and clear from any hidden dangers or defects. All work will be completed in a manner according to standard practices. **Contractor is not responsible for any underground utility damage.**

#### ACCEPTANCE OF PROPOSAL

Client

Superior Landscaping & Lawn Service, Inc.

\_\_\_\_\_  
PRINT NAME AND TITLE

Orlando Otero - President  
PRINT NAME AND TITLE

\_\_\_\_\_  
SIGNATURE AND DATE

\_\_\_\_\_  
SIGNATURE AND DATE