



**LANDSCAPE  
WORKSHOP®**

# ***CREEKSIDE AT MACLAREN***

**Prepared For:**  
Larry Webb

**Prepared By:**  
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# WHY US?



## PROACTIVE MANAGEMENT

*PERCEPTIVE & PROMPT*

LW proactively informs customers about their properties' needs with focused attention and frequent communication. Clients are able to leave the worry to us.



## DEDICATED PROFESSIONALS

*PASSIONATE ABOUT LANDSCAPING*

LW's team of highly trained professionals is the foundation of our success. We empower team members to address all landscaping needs quickly and efficiently.



## QUALITY SERVICE

*COMMITTED TO EXCELLENCE*

LW is consistently recognized for providing comprehensive commercial landscape services and solutions that exceed our clients' expectations.

Landscape Workshop employees are held to the highest standards. From our crews in the field to our corporate culture, **we pride ourselves on our professionalism**. We enforce strict conduct measures to ensure a first-class experience at every property and to keep our employees and clients safe at all times.

Professional Crews  
Dedicated Point of Contact  
E-verified, Full-time Employees  
Background Checks

Consistent Safety Training  
Property Quality Audits  
Uniformed Employees

No Smoking or Headphones  
Neat & Clean Vehicles  
State-of-the-Art Technology  
Insured & Compliant



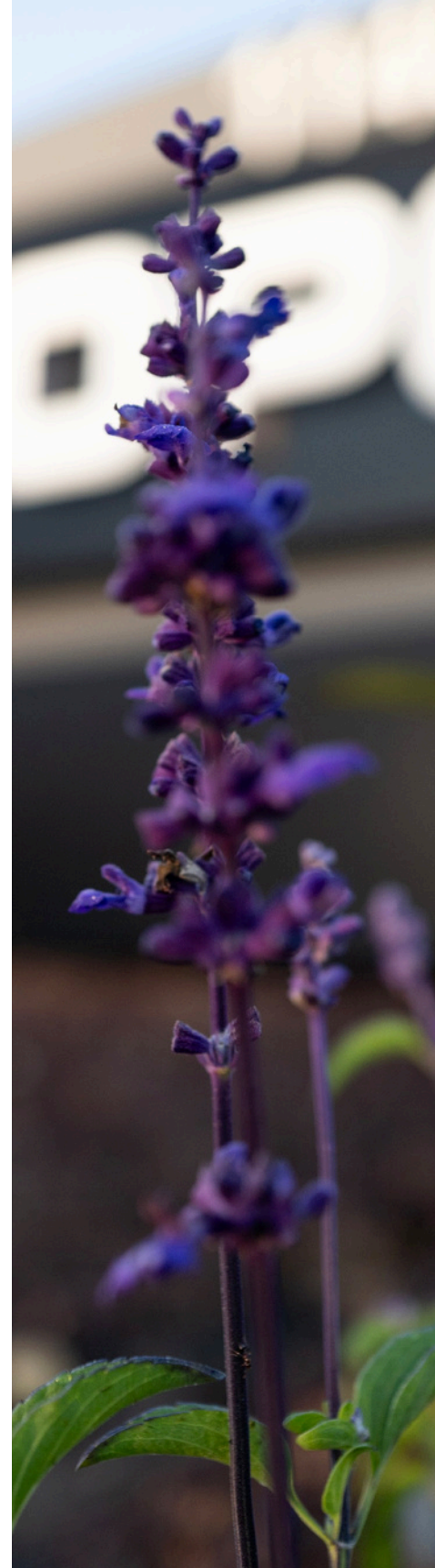
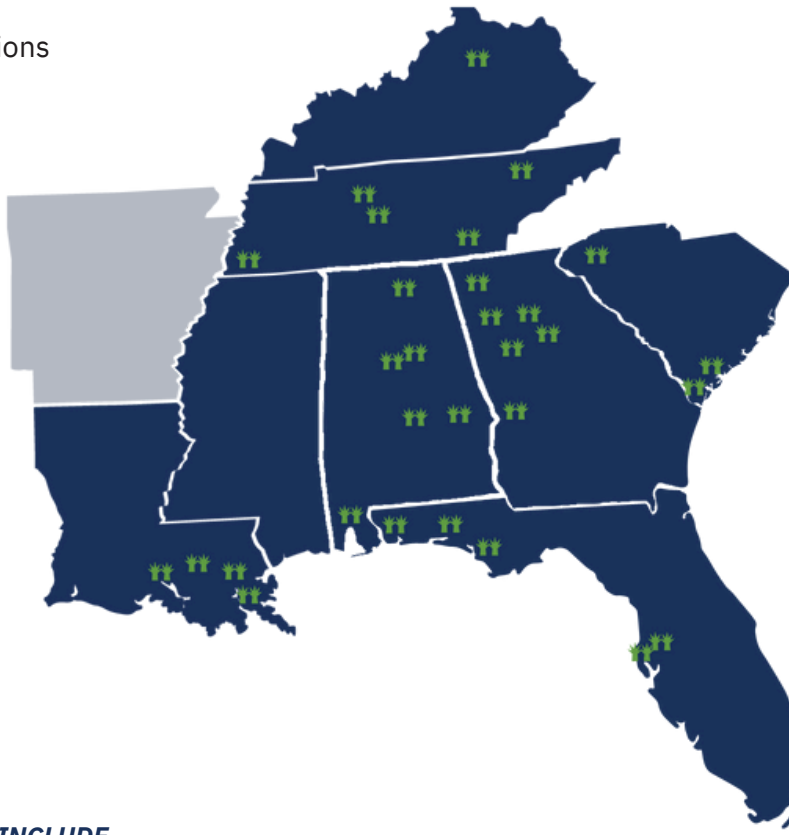
# ABOUT US

Landscape Workshop is a **full-service grounds maintenance provider for commercial properties** across the Southeast. Our reputation for excellence is driven by our carefully-cultivated team of professionals, which includes degreed horticulturalists, expert landscapers, irrigation specialists and hundreds of year-round, E-verified, background checked, experienced crew members.

As one of the largest landscaping companies in the U.S., the LW footprint includes all of Alabama and Tennessee and expands into parts of Georgia, Kentucky, Mississippi, Louisiana, South Carolina, and the Florida panhandle. We continue to expand our footprint every day.

As a trusted industry leader since 1984, we have been maintaining landscapes and providing superior customer service for close to 40 years. Our comprehensive line of service offerings includes: **landscape maintenance and design, award-winning seasonal color programs, irrigation installation and maintenance, facility services, as well as landscaping construction and installation.**

With multiple locations throughout the Southeast, LW has the resources to consistently deliver superior landscaping services across our footprint. Our regional clients have the unique benefit of hiring one landscape vendor for multiple locations.



## REGIONAL CLIENTS INCLUDE



*We understand  
that impression  
is everything.*

MINAC

**LM 150**  
BROUGHT TO YOU BY  
aspire • JOHN DEERE • Weathermatic

Lawn & Landscape  
**THE TOP 100**  
2024



**LANDSCAPE  
WORKSHOP®**

# SERVICES

## Site Visit

**Number Included:** 34

**Includes:** Mowing, Edging, Trimming

All turf areas will be **mowed through the growing season**. Mowing will be done as necessary for the remainder of the contract year. Mowing will be with a rotary mower and blades will be sharp at all times to provide a high quality cut and minimized disease.

Clippings will be left on the lawn as long as no readily visible clumps remain on the grass surface 24 hours after mowing. Collection of clippings may be an additional charge.

All **sidewalks, fences, driveways, parking lots, tree/plant rings, beds, and other surface areas bordered by grass will be edged** per contract specifications. Monofilament line trimmers will not be used around trees and shrubs where injury to the bark of plants could occur. LW will clean all clippings from sidewalks, curbs, and roadways immediately after mowing and/or edging.

Tree pruning will be done one time per year and is limited to branches below ten (10) feet in height. No trees under utility lines will be pruned and no pruning will be done during or immediately following growth flushes. Branches will be pruned just outside the brand collar. Pruning paint will not be applied. Sucker growth will be removed by hand from the base of trees. No herbicides will be used for this purpose. LW will remove all litter in landscaped areas.

Weed control will be done in all common area mulch beds at each visit during the growing season.

## Leaf Clean-up

**Number Included:** 1

**Includes:** Leaf removal in all turf and bed areas. This will be performed during a regular site visit in accordance with the contract scope of work. To be completed in December.

## Mulch

**Number Included:** 1

**Includes:** All mulched areas will be replenished with specified mulch and the specified number of times per year. Common areas at entry point and two mulch beds just past entrance.

**TOTAL PRICE: \$16,320**

**Monthly Investment: \$1360**

**Price includes tax**

# CONTRACT

## Annual Landscape Maintenance Service

### ***term of agreement, cancellation, even monthly payments, and equalization fee***

The Term of the contract for Annual Landscape Maintenance Services shall be for a period of twelve (12) months. This Landscape Maintenance Services contract may be canceled by either party effective sixty (60) days from receipt of written notice from the other party. Although the payment schedule for these services is pro-rated into twelve (12) equal monthly installments for Customer's convenience, the actual cost of the Landscape Maintenance Services are substantially higher during the growing season months. Therefore, if during the twelve month contract period this contract is canceled by the Customer for any reason, the Customer agrees to pay the Contractor any amount (the "equalization fee") above and beyond the amounts already paid for the actual work performed. The chart below illustrates the percent of the contract's value performed in each month. Enhancement services included in monthly installments, such as seasonal color and mulch, are not included in the chart and will be added to the value performed for purposes of calculating the equalization fee if the work has been completed. For example, if a contract without enhancement services begins on January 1 and is canceled after its tenth month, 89% of the annual work will have been performed but only 83.3% of the annual contract value will have been billed. The equalization fee charged to the Customer will be 5.7% of the annual contract value.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
4%	7%	8%	10%	10%	10%	10%	10%	10%	10%	6%	5%	100%

## Annual Facility (Sweeping, Portering, And Outdoor Janitorial) Services

### ***term of agreement and cancellations***

The term of the contract for Annual Facility Services shall be for a period of twelve (12) months. The Facility Services contract may be canceled by either party effective sixty (60) days from receipt of written notice from the other party. Because the cost structure of Facility Services is not seasonal, there is no equalization fee for cancellation of Facility Services at any time.

## Automatic Renewal

In the event the Customer does not provide Contractor with 60-days written notice of their intent to discontinue services on the annual expiration date, this contract will automatically renew itself year-to-year under the same terms and conditions herein until canceled by either party upon 60-days written notice. After one full calendar year of service the next and subsequent renewal prices will be increased by the same percent as the increase in the US Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the previous year, which can be found on a monthly basis at [bls.gov/cpi/latest-numbers.htm](http://bls.gov/cpi/latest-numbers.htm). Landscape Workshop will provide at least 60 days written notice of the Annual Increase to the Customer.

## Payments

All payments for Services provided under this contract are due and payable on the first day of each month. Terms are NET THIRTY (30) DAYS. Balance Due not paid by the thirtieth (30th) day of the month will be charged a late fee of 1.5% per month beginning forty (40) days after the invoice date. In the event that it is necessary for Contractor to employ an attorney or collection agency to collect any monies owed by Customer under the terms of this contract, or if Contractor incurs any expense in the exercise of any rights hereunder, Customer agrees to pay all reasonable attorney fees, charges made by the collection agency, or any expense of Contractor incurred as a result of the Customer default. Amounts outstanding at the time of termination shall become immediately due and payable. Customer must pay all invoices in full by the due date to avoid any interruption in services. Contractor may suspend services as a result of any amounts that are past due. If the Customer is not current with all payments and services are interrupted, this contract will remain in place and once payments are current, services will resume as normal.

# CONTRACT

## Workmanship And Customer's Duty To Inspect Work

Work shall be performed in a workmanlike manner according to standard practices. Contractor reserves the right to assign or subcontract any part of this work. Customer has a duty to inspect the property or properties described herein within three (3) days after any services performed. If the Customer has reasonable cause for dissatisfaction with the work performed, written notice of such dissatisfaction shall be provided to Contractor within five (5) days from the completion of services. Contractor shall then have ten (10) days to repair or correct such work at no additional cost to Customer. Customer's failure to properly notify Contractor of any dissatisfaction of any work called for under this Agreement shall constitute a waiver of any claim or offset Customer may have in regards to the services rendered by Contractor under this contract.

## Liability, Insurance, Choice Of Law, Pricing, Scope of Services, and Other Provisions

Contractor will carry worker's compensation, automobile liability, and comprehensive general liability insurances for the duration of this contract and upon request will provide a certificate of insurance. Contractor is an independent contractor and Customer assumes no liability for injury to the Contractor or the Contractor's agents, servants, or employees. Contractor is not responsible for additional services required as a result of storms, freezes, hurricanes, tornadoes, special events and gatherings, vandalism, theft, fire, Acts of God, etc. The Customer specifically agrees not to employ any employees of Contractor while they are under the employment of Contractor or for a six (6) month period after they leave the employment of Contractor. The "Investment" page accompanying this contract lays out the agreed upon pricing for the contracted services and is incorporated into this contract, as is the attached Schedule of Services. It shall be understood that any liability of the Contractor shall in all circumstances be limited to the one year value of this agreement. This agreement shall be governed by the laws of the state in which the property being serviced is located. Note that all landscaping services provided in Kentucky are subject to a 6% sales tax and certain landscape installation services provided in Mississippi are subject to a 7% sales tax. All sales taxes will be added to the customer's invoice.

Contract Start Date: 01 / 01 / 2025

Total Annual Investment: \$16,320

\_\_\_\_\_  
Customer Authorized Signature



\_\_\_\_\_  
Landscape Workshop Authorized Signature

\_\_\_\_\_  
Print Name

Todd Manes

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Business Development Manager

\_\_\_\_\_  
Title

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: 10 / 03 / 2024

If there are contacts other than listed above, please let us know who they are

Property Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

AP Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Do you prefer invoices mailed or emailed? \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cobbs, Allen & Hall, Inc. 115 Office Park Drive Birmingham AL 35223	<b>CONTACT NAME:</b> Ashleigh Calvert <b>PHONE (A/C, No, Ext):</b> 205-874-1254 <b>E-MAIL ADDRESS:</b> acalvert@cacgroup.com	<b>FAX (A/C, No):</b> 205-414-8105												
	<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> Landscape Workshop, LLC 550 Montgomery Hwy, Suite 300 Vestavia Hills AL 35216	<b>License#:</b> 79319 <b>LANDWOR-02</b>	<table border="1"> <tr> <td><b>INSURER A:</b> Pennsylvania Manufacturers' Association Insurance</td> <td><b>NAIC #</b> 12262</td> </tr> <tr> <td><b>INSURER B:</b> StarStone Specialty Insurance Company</td> <td>44776</td> </tr> <tr> <td><b>INSURER C:</b> Travelers Excess &amp; Surplus</td> <td>29696</td> </tr> <tr> <td><b>INSURER D:</b> Travelers Property Casualty Insurance Company</td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER A:</b> Pennsylvania Manufacturers' Association Insurance	<b>NAIC #</b> 12262	<b>INSURER B:</b> StarStone Specialty Insurance Company	44776	<b>INSURER C:</b> Travelers Excess & Surplus	29696	<b>INSURER D:</b> Travelers Property Casualty Insurance Company		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>														
<b>INSURER F:</b>														

**COVERAGES**

CERTIFICATE NUMBER: 1763189546

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			3024751482280	8/15/2024	8/15/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			152475148280	8/15/2024	8/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured Motorist \$ 1,000,000
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			81642V241ALI EX-1X503589-24-NF	8/15/2024 8/15/2024	8/15/2025 8/15/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Excess Umbrella \$ 7,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	2024751482280	8/15/2024	8/15/2025	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased & Rented Equipment			QT-660-9W702018-TIL-24	8/15/2024	8/15/2025	Limit 125,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder shall be additional insured on a primary and non-contributory basis for ongoing and completed operations as respects General Liability and Auto Liability as required by written contract. Waiver of Subrogation applies as respects General Liability, Auto Liability and Workers Compensation as required by written contract and allowable by law. Excess liability is follow form of underlying coverages subject to policy terms and conditions. Certificate holder is named as loss payee as respects equipment leased/rented from them by the named insured. 30 days notice of cancellation applies per policy terms and conditions

**CERTIFICATE HOLDER****CANCELLATION**

Landscape Workshop, LLC  
 550 Montgomery Highway, Ste. 300  
 Vestavia Hills AL 35216

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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