



# Virginia Beach Lawn Care

*Lawn Care  
Drainage*

*Snow Removal  
Lights*

## Community Landscaping Contract

THIS CONTRACT is made this 15<sup>th</sup> day of November, 2024 by and between LJ's Lawns Lights and Jobs, doing business as "Va Beach Lawncare" and Sandy Miller, President of Abingdon Village Home Owners Association. Both parties agree to the terms and conditions set forth hereafter.

### ► Practical Specifications for Contract Landscape Management

#### I. Scope of Work

- a. Va Beach Lawncare, referred to as Contractor from herein, shall furnish all horticultural supervision, labor, material, equipment, and transportation required to maintain the landscape throughout the contract period, as specified herein.

#### II. Length Of Contract

- a. This signed contract obligates the Contractor and Abingdon Village Home Owners Association, referred to as the Client from herein, for a specified period of time.
- b. The length of contract shall be **12** months.
- c. The contract will begin on **01 January, 2025**
- d. The contract shall end on **31 December, 2025**.

#### III. Definitions

- a. Turf Area- An area where the predominate vegetation is any type of grass species. See the map labeled Turf Area for the locations.
- b. Wooded Area- An area where the predominate vegetation is mature trees resulting in a forest floor underneath. See the map labeled Wooded Area for the locations.
- c. Ivy Beds- An area where the predominate vegetation is decorative ivy of some type so thick that it hinders the growth of other vegetation. See the map labeled Ivy Beds for the locations.
- d. Ditch Sides- The area within approximately 4ft of either side of the cement lined drainage ditches.
- e. The previously mentioned maps are a rough depiction of the various areas. More thorough maps can be made available after a walk through by the client and contractor to reach a common agreement on the different areas.



IV. **Automatic Renewal**

- a. This contract will AUTOMATICALLY RENEW ITSELF as a 12 month contract unless either Contractor or Client gives written notice to the other a minimum of 2 months before the expiration of this contract.
  - i. The date of notice will be 31 October.
  - ii. The start date of the renewed contract will be 01 January.
- b. Failure of either the Contractor or Client to terminate this contract on the renewal date as described above shall be deemed to be an acceptance of the new term.
- c. If a rate increase beyond the Automatic Annual Price Increase outlined below is required, The Contractor shall change the rates by giving the Client a new contract with the new rates prior to the 2 months window.

V. **Automatic Annual Price Increase**

- a. Upon Automatic Renewal, a rate increase not to exceed 5% shall be applied.
  - i. A monthly breakdown of the projected costs can be provided when requested.
- b. If a rate increase beyond the Automatic Annual Price Increase is required, the Contractor shall give the Client a new contract with the new rates prior to the Date of Notice.

VI. **Turf Maintenance**

- a. The turf growing season is approximately March 12<sup>th</sup> until October 1<sup>st</sup>.
- b. Club House Turf Area will be mowed weekly during the growing season.
  - i. Club House area will be mowed bi-weekly during the month of October due to slowed growth.
- c. Common areas other than the Club House will be divided in half evenly based on the work.
  - i. The halves will be mowed alternately every Club House cutting during the growing season and the month of October.
- d. Without proper marked/fixed property boundaries, the Contractor will not be held responsible for any property boundary disputes.
- e. The addition of areas to be maintained other than what the Contractor has already maintained will result in additional charges.
  - i. Due to the size of the common areas and the complexity, a map showing the property boundaries as seen by the Contractor is not possible. The Contractor is available to walk the property and discuss properties boundaries at any time.
- f. The Contractor is not responsible for any damage to decorative plants in the common areas not in a clearly defined bed or mixed in with ornamental ivies (i.e. English Ivy)



- i. A clearly defined bed will have a 360-degree border using lumber, plastic, or rock edging material.
- g. During the Fall and Winter months from approximately November 1<sup>st</sup> until February 28th, turf mowing will occur once a month to maintain turf areas between three to four inches.
- h. All cement/turf edges will be edged with each mowing.
- i. Asphalt/turf edges will be maintained using a combination of chemical and mechanical methods.
  - i. The primary outcome of this work is to maintain a clear walkway.
  - ii. Excessive precipitation or extreme deterioration of the asphalt may result in excessive weed overgrowth.
  - iii. After the situation that is causing the delay is remedied, the overgrowth will be addressed.
- j. Line trimming will occur around all obstacles where mowers cannot cut.
- k. Non-organic debris will be removed prior to mowing on each visit.
- l. Reasonable effort will be taken to blow all clippings from all paved areas.
- m. Reasonable effort will be taken to mulch all grass clippings and organic matter to act as a natural fertilizer.
  - i. Periods of unusually rapid growth or unusually damp grass will result in the grass clippings being discharged to the side in lieu of mulching.
- n. Turf fertilizer and weed control applications will occur four times during the year in the area surrounding the Club House only.
  - i. February, April, June, October, and December
- o. For the safety of personnel and to reduce the likelihood of erosion, there must be five (5) days of minimal precipitation prior to cutting the ditch sides and the shed corner.
  - i. Minimal precipitation is less than four (4) inches of rain in the five (5) day window.
- p. During the month of October, the turf surrounding the Club House will be aerated and seeded.
- q. During the winter months, all leaves will be mitigated each visit from around the clubhouse using a combination of methods.
  - i. The combination of methods are:
    1. Raking and hauling away for offsite disposal
    2. Mulching
    3. Mowing with a catchment system
- r. Leaves in the non-clubhouse common areas will be mulched and left in place.
- s. Any additional turf maintenance directed by the Client, may be subject to additional labor and material fees based on a separate contract.

## VII. **Walkway Maintenance**



- a. All shrubs and vegetation along the pathways throughout the common areas will be trimmed/pruned twice a year to maintain an open walkway.
  - i. Reasonable effort will be taken to clear vegetation from the walkway centerline to 4ft on either side and 8ft high.
  - ii. Spring pruning will be completed by May 1<sup>st</sup>.
  - iii. Summer pruning will be completed by October 1<sup>st</sup>.
- b. All leaves and clippings will be removed after trimming.
- c. Weed and poison ivy control will be performed on all walkways using chemical application, mechanical methods or a combination of both.
  - i. Poison ivy mixed in with ornamental ivies will be sprayed when spotted and only when the killing of the ornamental ivy will not result in the increased likelihood of erosion.
  - ii. In order to facilitate poison ivy control, the Client is encouraged to report any sightings to the Contractor.

VIII. **Flower Bed Maintenance**

- a. The flower beds in the clubhouse area will be weeded monthly using a combination of mechanical and chemical methods.
  - i. To prevent regrowth, the weed will first be killed and after visibly dead, removed.
- b. The flower beds in the clubhouse area will receive a spring refresh prior to the beginning of March.
  - i. The spring refresh will consist of
    - 1. Six (6) cubic yards of cedar mulch spread throughout the beds.
    - 2. The Liriope will be pruned to approximately 3 inches of height to remove old foliage and facilitate the growth of new foliage.
    - 3. The Crepe Myrtle trees in the pool area will be pruned to promote healthy growth but not remove the mature growth.
    - 4. The bushes in front of the clubhouse will be trimmed to a neat and orderly appearance.
    - 5. Last season Daylily growth will be Cut Down to the ground.
    - 6. Elephant Ears in the bed on the pool deck will be cut down to the ground.
- c. The Client will be responsible of notifying the Contractor of the location and type of any new plants in the flower beds.
  - i. Failure to notify the Contractor can result in damage to the plant.
- d. The areas around the two Abingdon Village Signs on Providence Road will have weeds removed only when said weeds are above the ornamental ivy and are blocking the signs.
- e. The Contractor will remove any ornamental ivy that begins to climb the front face of either sign blocking the lettering.



- f. Any additional work directed by the Client may be subject to additional fees based on separate agreed to contract.
- IX. **Playground**
- a. The maintenance of the playground will be weeded concurrently with the flower beds using ONLY chemical free weed removal methods.
  - b. During the spring refresh, the playground will receive Twelve (12) cubic yards of playground mulch.
- X. **Pool Deck**
- a. The flower beds on the pool deck are included in the club house flower bed maintenance schedule.
  - b. The pool deck cracks will be kept weed free in the same method as the flower beds.
  - c. The pool deck will be cleaned of organic matter once a month using a combination of debris vacuum, leaf blowers, and hand tools.
- XI. **Other**
- a. Insect Control
    - i. Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage at an additional cost. These treatments do not include the prevention of fire ant infestation which is available at added cost.
  - b. Disease Control
    - i. Disease control occurs through proper fertilization, mowing and water management. In the event that disease problems occur, Contractor will use treatments to stop or slow progression of disease at additional costs.
  - c. Control of Imported Species
    - i. Certain locations in the United States have a record of accidental introduction of species, plant and animal, from other countries. These imported species can be very damaging and difficult or impossible to control with available products. Where such species become a problem, Contractor will recommend the most cost-effective alternative for specie mitigation. Such recommendations may include plant replacement, subcontracted pest removal, or intensified treatment schedules that may require additional cost to the customer.
  - d. Tall Tree and Shrub Care
    - i. Pruning
      - 1. Height limitation for tree pruning covered in the specification is 12 feet. On trees over 12 feet in height, only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be pruned. Trees under 12 feet will be pruned on



the above schedule except for safety-related pruning, which will be done as necessary with Client notification. Evergreen trees under 12 feet shall be thinned out and shaped only if necessary to minimize wind and storm damage.

2. Any pruning due to wind and storm damage may result in additional cost based on a separate agreed to contract.
- ii. Staking
    1. In the event that the staking of trees and shrubs is required, the Contractor will discuss price options with the Client.
    2. Trees and shrubs that are staked will be inspected and adjusted or removed as necessary. When trees attain a trunk diameter of 4" or substantial root development stability, removal will be discussed with the Client.
- e. Debris Cleanup
    - i. All landscape areas shall be inspected on each visit. Common windblown non-organic type of debris shall be removed.
      1. Excessive amounts of non-organic debris will result in additional charges.
        - a. Excessive amounts of non-organic debris will be measured as more debris that can fit into two 5-gal buckets when placed in the bucket by hand.
        - b. Each additional 5-gal bucket will result in a \$20.00 fee.
      - ii. Large non-organic debris to include but not limited to, clothing, small household furnishings, and automobile parts shall be removed. The location it was found will be reported to the Client and additional disposal charges may apply.
      - iii. Food waste will be documented and reported to the Client to reduce unwanted pests.
      - iv. Sticks less than one (1) inch in diameter will be placed in turf areas and mulched.
        1. Multiple visits may be needed to be completely mulched.
      - v. Sticks with a diameter of greater than one (1) inch, large limbs, and piles of sticks with a diameter of greater than one (1) inch combined will be moved from the walking path.
        1. Removal of such debris for disposal will require a separate scope of work on a case by case basis.
  - f. Hazmat
    - i. To ensure the safety of the environment and not at the liability of the Client and the Contractor, all uncontained hazmat shall be prominently marked on all sides and the Client shall be notified.
    - ii. This includes but is not limited to:
      1. Motor oil
      2. gasoline
      3. Antifreeze



- iii. At the request of the Client, the Contractor shall subcontract the removal of uncontained hazmat at the Client's expense.
- iv. Any contained hazmat will be removed by the Contractor at the Contractor's discretion and the Client's expense.
- g. Bio-Hazard
  - i. To ensure the safety and not at the liability of the Contractor and the Client, all bio-hazard materials shall be prominently marked and the Client shall be notified.
  - ii. This includes but is not limited to:
    - 1. Hypodermic needles and other sharps
    - 2. Condoms
    - 3. Feminine Hygiene Products
    - 4. Clothing or materials used in the in the process of cleaning up bodily fluids
  - iii. At the request of the Client, the Contractor shall subcontract the removal of said item at the Client's expense.

## ► General Terms and Conditions

### I. Contractor's Responsibility

The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. Contractor reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the Agreement is signed.

- a. Communication
  - i. The Contractor will be responsible for providing a Primary and Secondary Method of Contact.
  - ii. All communications will be through these Methods.
    - 1. An example is an email address and a phone number.
- b. Workforce
  - i. Contractor shall designate a qualified representative with experience in the services being provided.
  - ii. The workforce is to be personably presentable at all times.
  - iii. All employees shall be competent and qualified
  - iv. All employees shall be authorized to work in the United States.
  - v. The individuals hired by LJ's shall be at the sole discretion of Va Beach's leadership.
- c. Materials
  - i. All materials shall conform to bid specifications.
  - ii. Contractor will not be penalized for material substitution due to third party supplier shortages.
  - iii. If alternate materials are required for aforementioned reason, the Client shall be responsible for additional cost or eligible for refund as appropriate.



- iv. Contractor shall meet all applicable government, licensing, permitting, and reporting requirements.
- d. Licenses and Permits
  - i. The Contract shall maintain a Landscaper's business license and shall comply with all other license and permit requirements.
- e. Taxes
  - i. The Contractor agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where applicable.
- f. Insurance
  - i. The Contractor agrees to provide General Liability Insurance, and any other insurance required by law.
- g. Liability
  - i. It is understood and agreed that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the gross negligence of the Contractor, its agents or employees.
- h. Subcontracts
  - i. The Contractor reserves the right to determine the qualified subcontractor to perform specialized functions or work requiring specialized equipment when preapproved by the Client.
- i. Invoices
  - i. The Contractor will submit weekly service invoices for the amount set forth under the prices and terms shown in this Agreement.
    - 1. For invoicing purposes, regularly scheduled work completed Saturday through Friday will be compiled onto a single bill.
  - ii. Any services rendered, that are in addition to or beyond the scope of work required by this Agreement shall be separately billed.
  - iii. The Contractor shall email the week's bill no later than Close of Business "COB" Friday of the week the service is completed.
    - 1. The bill for service completed on October 30<sup>th</sup> is due on November 1<sup>st</sup>.
  - iv. Alternate methods of bill delivery are available upon request.
  - v. The Contractor shall notify Client by email and or phone when payment is not received by COB the following Friday.

## **II. Client's Responsibilities**

- a. Communications
  - i. The Client will be responsible for providing a Primary and Secondary Point of Contact.
  - ii. All communications will be through those two individuals.
- b. Utilities
  - i. All utilities required to complete work shall be provided by the Client.
    - 1. Example of required utilities are water for liquid turf treatments and electricity when using corded electric tools.
- c. Access to Job Site



- i. Client shall furnish access to all parts of jobsite where the Contractor is to perform work as required by this contract or other functions related thereto, during normal business hours and other reasonable periods of time.
- d. Payment
  - i. The preferred methods of payment in order are as follows:
    - 1. Zelle
    - 2. Apple Pay
    - 3. Credit/Debit Card
    - 4. Check
    - 5. Cash
  - ii. Clients shall review the previous week's invoice submitted by the Contractor and payment shall be due by COB the Friday after the bill is sent.
    - 1. The bill for services completed on Wednesday October 30<sup>th</sup> is due on Friday November 1<sup>st</sup> with the payment due Friday November 8<sup>th</sup>
    - 2. The bill for services completed on Saturday October 26<sup>th</sup> is due on Friday November 1<sup>st</sup> with the payment due Friday November 8<sup>th</sup>.
  - iii. It is the responsibility of the Client to ensure payments are received by the Contractor in a timely manner and will be solely responsible for delinquent payments.
  - iv. The Client shall notify the Contractor if the bill is not received by COB Sunday.
    - 1. The bill for services completed on Wednesday October 30<sup>th</sup> is due on Friday November 1<sup>st</sup>.
    - 2. The bill for services completed on Saturday October 26<sup>th</sup> is due on Friday November 1<sup>st</sup>.
  - v. Payments will be considered delinquent if not received by the 2<sup>nd</sup> Friday after the bill was sent.
    - 1. The bill for service completed on Wednesday October 30<sup>th</sup> is due on Friday November 1<sup>st</sup> with payment due Friday November 8<sup>th</sup> and will be delinquent Friday November 15<sup>th</sup>.
  - vi. The Client shall be responsible for a ten percent (10%) fee when payment is delinquent.
- e. Notice of Defect
  - i. The Client shall give the Contractor ten (10) business day written and verbal notice to correct any problem or defect discovered in the performance of the work required under this Agreement.
  - ii. The Contractor will not accept any deduction or offset unless such written notice is given and mutually agreed to.

### **III. Other Terms**



- a. The Client and the Contractor respectively, bind themselves, their partners, successors, assignees, and legal representative to the other party with respect to all covenants of this Agreement.
- b. Neither the Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other.

**IV. Termination**

- a. This contract may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party.
- b. This agreement may be terminated by the Contractor in writing for non-payment by the Client if payment and late fee are not received by ten (10) business days past the date of delinquency.
- c. Either party shall be entitled to cure any deficiencies of performance or payment within ten (10) business days of being notified of receipt of written deficiencies.
- d. If Client makes payment in full within ten (10) business days of receipt of the written notice, the grounds for termination shall be deemed cured.
- e. If Contractor corrects the deficiency identified in the written notice within ten (10) days of receipt of the notice, or if the deficiency is of such a nature that it cannot be reasonably corrected with ten (10) business days and the Contractor commences a good faith effort to correct the deficiency within ten (10) business days of receipt of notice, the grounds for the termination shall be deemed cured.
- f. The Client shall be responsible for all costs, expenses, fees and charges incurred by the Contractor in collection of past due payments including reasonable attorney fees.

**V. Costs**

- a. The tables below titled “Monthly Services Breakdown” and “2025 Costs Per Service” show the agreed upon price.
- b. In the event of missed services due “Acts of God” such as hurricanes or poor growth, the Client will not be charged.
- c. Additional services due to “Acts of God” such as faster than normal growth or storm damage clean-up can result in additional charges.

Monthly Services Breakdown						
Services	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
Turf Maintenance	\$1,937.12	\$2,093.36	\$3,478.24	\$3,615.24	\$3,478.24	\$4,504.04
Walk, Shrub, & Bed	\$66.00	\$2,398.48	\$264.00	\$2,904.00	\$264.00	\$330.00
<b>Total</b>	<b>\$2,003.12</b>	<b>\$4,491.84</b>	<b>\$3,742.24</b>	<b>\$6,519.24</b>	<b>\$3,742.24</b>	<b>\$4,834.04</b>
Services	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
Turf Maintenance	\$3,478.24	\$3,478.24	\$4,347.80	\$2,523.82	\$1,937.12	\$1,937.12
Walk, Shrub, & Bed	\$264.00	\$264.00	\$2,970.00	\$132.00	\$66.00	\$66.00
<b>Total</b>	<b>\$3,742.24</b>	<b>\$3,742.24</b>	<b>\$7,317.80</b>	<b>\$2,655.82</b>	<b>\$2,003.12</b>	<b>\$2,003.12</b>



2025 Costs Per Service	
<b>Turf Maintenance</b>	\$36,808.58
<b>Walkway, Shrub, &amp; Bed</b>	\$9,988.48
<b>Total</b>	\$46,797.06

**VI. Schedule**

- a. The table below titled Calendar of Services outlines the tentative schedule for services to be provided.
  - i. Schedule is subject to weather conditions.

Calendar of Services													
	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Total
<b>Turf Maintenance</b>													
Mow	1	1	4	4	4	5	4	4	5	2	1	1	36
Edge	1	1	4	4	4	5	4	4	5	2	1	1	36
Blow	1	1	4	4	4	5	4	4	5	2	1	1	36
Leaf Control	1	1								1	1	1	5
Aerate and Seed										1			1
Apply Pre-Emergent		1											1
Apply Weed and Feed				1									1
Fertilize						1						1	2
<b>Pathways and Beds</b>													
Prune Pathways				1					1				2
Install Mulch		1											1
Bed Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	12

SIGNATURE: IN WITNESS WHEREOF THE COMPANY AND ASSOCIATION REPRESENTAIVES HAVE RESPECTIVELY EXECUTED THIS CONTRACT IN DUPLICATE AS OF THE DATE FIRST WRITTEN AND ALL PARTIES TO THE CONTRACT HAVE RECEIVED A COPY.

\_\_\_\_\_ [Date] \_\_\_\_\_  
 Lloyd E. Weaver Jr, Owner, LJs Lawns Lights and Jobs

\_\_\_\_\_ [Date] \_\_\_\_\_  
 Sandy Miller, President, Abingdon Homeowners Association

Turf Areas





Wooded Area

**ABINGDON VILLAGE  
HOMES ASSOCIATION  
COMMUNITY LAYOUT**



Ivy Beds

