



## SPOONBILL CONDOMINIUM ASSOCIATION

### GROUNDS MAINTENANCE AGREEMENT

This services agreement is by and between Spoonbill Condominium Association; 500<sup>th</sup> 516 Woodstock Circle Bradenton, Florida 34209 (hereinafter referred to as "owner"), 516 responsible for the operation and maintenance of facilities at Spoonbill; 500 Woodstock Circle Bradenton, Florida 34209 and TruScapes Industries, 3212 26<sup>th</sup> Avenue East Bradenton, Florida 34208 (hereinafter referred to as "Contractor").

In consideration of the mutual covenants, conditions and agreements attached hereto as "General Terms and Conditions" incorporated herein, and other good and valuable consideration, it is agreed;

Contractor will provide grounds maintenance services as per the specifications attached as Exhibits A through D which by reference are incorporated herein.

Owner shall pay contractor, for performance under this Agreement, the sum of Thirty Seven Thousand Three Hundred Forty Five and 68/100 Dollars (\$37,345.68) per year in equal monthly payments of Three Thousand One Hundred Twelve and 14/100 Dollars (\$3,112.14) per month.

**Designated Owner Representatives:**

Name: (Print) Steven Campbell

Name: (Print) Ron Zemmer

Entered this 31<sup>st</sup> day of December, 2024

*Spoonbill Condominium Association*

*TruScapes Industries, Inc.*

Steven L Campbell  
By: (Print) Steven Campbell  
President, Spoonbill  
Courtyard Homes  
Association

[Signature]  
By: Llomell Llorca

**15. Minimum Personnel, Services, Frequency and Costs**

The minimum number of personnel will be one (1) and will change from time to time. Specific services, frequency and costs of services are defined in the Specifications attached hereto and page one (1) of this Agreement.

**16. Damage/ Repairs**

The Contractor is responsible for any damage caused by Contractor, its employees or sub-contractors. This includes, but is not limited to, the personal property of the Owner, Members of the Association, invited and uninvited guests.

The Contractor shall immediately notify Owner of any damage cause by Contractor or its employees. Contractor shall repair or pay for the repair of any damages caused by thus actions including, but not limited to, failure to perform in accordance with the General Terms, Conditions and or Specifications of this Agreement. Billing for repairs performed by others due to Contractors neglect or damage shall be deducted from current or future sums owed Contractor.

**17. Pre-Existing Conditions**

The Contractor is not responsible for Acts of God or pre-existing conditions. The Contractor shall not be held responsible for the underground utilities, pipes, wires, etc. that are not clearly marked provided the Contractor shall have called for and obtained approval from Owner and shall have provided underground utility survey prior to any form of excavation or digging required in the course of the work.

Prior to commencement of services under this Agreement Contractor and Owner shall review the area of work to document conditions of the property. Such condition of property shall be agreed to by both Contractor and Owner and shall be evidenced by attachment to this Agreement.

**18. Severability & Waiver**

If any section, subsection, sentence, clause, phrase or word of this Agreement be and is, for any reason, held or declared by a court of competent jurisdiction to be inoperative or void, such holding shall not affect the remaining portions of this agreement and it shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this Agreement, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein.

The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

**19. Notices**

Notices to the parties as provided herein shall be by certified mail to the following addresses:

**As to Owner:**

Steven L Campbell  
516 Woodstock Circle  
Bradenton, FL 34209

**As to Contractor**

TruScapes Industries, Inc.  
3212 26<sup>th</sup> Avenue East  
Bradenton, Florida 34208

**20. Attorney's Fees**

If Owner or Contractor fails to comply with the agreements, conditions or covenants of this Agreement and legal or court action is required to resolve any dispute, the prevailing party thereof shall be entitled to costs and attorneys fees of that action, including appellate proceedings.

**21. Governing Law/ Venue**

This Agreement shall be construed and enforced according to the laws of the State of Florida. This Agreement is entered into in the County of Manatee and State of Florida and Manatee County shall be the proper venue for any litigation arising out of this Agreement.

**22. Insurance**

Contractor and each approved subcontractor thereof shall maintain, throughout the term of this Agreement, General Liability insurance, broad form Contractual Liability insurance, Worker's Compensation insurance, and vehicle insurance in the following minimum amounts:

**Commercial General Liability:**

Bodily Injury \$1,000,000 per occurrence  
Property Damage \$1,000,000 per occurrence  
Contractual, Products and



**SPOONBILL  
CONDOMINIUM ASSOCIATION**

**GROUNDS MAINTENANCE AGREEMENT**

*This services agreement* is by and between **Spoonbill Condominium Association; 500 Woodstock Circle Bradenton, Florida 34209** (hereinafter referred to as “owner”), responsible for the operation and maintenance of facilities at **Spoonbill; 500 Woodstock Circle Bradenton, Florida 34209** and **TruScapes Industries, 3212 26<sup>th</sup> Avenue East Bradenton, Florida 34208** (hereinafter referred to as “Contractor”).

*In consideration* of the mutual covenants, conditions and agreements attached hereto as “General Terms and Conditions” incorporated herein, and other good and valuable consideration, it is agreed;

*Contractor will provide* grounds maintenance services as per the specifications attached as Exhibits A through D which by reference are incorporated herein.

*Owner shall pay contractor*, for performance under this Agreement, the sum of **Thirty Seven Thousand Three Hundred Forty Five and 68/100 Dollars (\$37,345.68)** per year in equal monthly payments of **Three Thousand One Hundred Twelve and 14/100 Dollars (\$3,112.14)** per month.

*Designated Owner Representatives:*

Name: (Print) \_\_\_\_\_

Name: (Print) \_\_\_\_\_

*Entered this \_\_\_\_\_ day of \_\_\_\_\_, 2024*

*Spoonbill Condominium Association*

*TruScapes Industries, Inc.*

\_\_\_\_\_  
By: (Print)\_\_\_\_\_

\_\_\_\_\_  
By: Llomell Llorca

# GENERAL TERMS AND CONDITIONS

## 1. Description of work

Responsibilities of contractor

The contractor shall perform all work in accordance with the specifications attached hereto as Exhibits A through D.

## Responsibilities of Owner

The owner shall provide Contractor full access to the property as may be required in the course of Contractor's work.

The Owner shall protect Contractor and its employees in the performance of work under this contract from undue interference by unauthorized persons.

## 2. Acts of God

Work schedules may be interrupted by Acts of God, war; etc. To the point scheduled activities may be temporarily halted in which event the following conditions shall apply:

- a. **Temporary interruption** – Contractor shall, following temporary interruption outside of control of Contractor, re-schedule work to regain normal scheduled activity within seven (7) calendar days.
- b. **Catastrophic loss** – This Agreement shall automatically terminate in the event of catastrophic loss of property by the Owner through Acts of God, war or condemnation.

## 3. Terms

This Contract is effective as of the date signed by both parties and shall commence \_\_\_\_\_ for a period of one (1) year unless cancelled in accordance with the provisions of paragraph 5. below or this paragraph. Owner shall have the right to terminate this agreement upon thirty days advance written notice and Contractor shall be entitled to be paid for all work performed to the date of termination on a pro-rated basis. Contractor shall have the right to terminate, upon written notice to Owner for failure of Owner to timely make the monthly payments required herein.

## 4. Renewal

The Owner shall have the option to renew this agreement for up to two (2) successive one (1) year periods upon Owners written notice of renewal provided at least forty-five (45) days prior to the end of any contract period. Renewals shall be subject to the same terms and conditions and as provided by either item a. or b. below of this agreement.

Payment by Owner to Contractor, for performance under this Agreement for any renewal period, may, at the request of the Contractor, be increased by an amount based on one (1) of the following methods:

- a. **Increase in the consumer Price Index (CPI)** during the previous twelve (12) months period or, at option of contractor,
- b. **By proportionate amount of increase in Contractors costs** as a result of changes in local, state or federal rules, ordinances, regulations, taxes, fees or other governmental charges assessed against Contractor (other than income or real property taxes) applicable to Contractors performance of services provided hereunder. In such case Contractor shall provide documentation of any such proportionate increase in Contractors costs in form acceptable to Owner. (CPI-BLS)

## 5. Provision for Default

In event of default by Contractor, Owner shall have the right to:

- a. Immediately cancel this Agreement in its entirety. Such cancellation shall not be construed to deny Owner any other right or remedy which it may have under this Agreement at law or in equity **and/or**:
- b. Provide Contractor notice of default, in which case Contractor shall have seven (7) days in which to correct the noticed deficiency, however;

- (1) In the event the noticed deficiency is not corrected within seven (7) days, the Owner may then proceed to cancel this agreement in its entirety without need of further notice to Contractor, **or**

- (2) Owner may, at Owners option, take necessary action to correct the noticed deficiency, in which case all other provisions of the Agreement shall continue. Costs incurred by Owner in correcting the noticed deficiency shall be deducted from any current or future sums owed Contactor.

#### **6. Contract Price and Payments**

Owner at its option may require written evidence, satisfactory to Owner, that all labor performed, materials used and charges incurred in the performance of this Agreements to date have been satisfied. All work necessary to be performed after hours, on Sundays or Legal Holidays shall be performed with no additional expense to Owner.

With in thirty (30) days of execution of this Agreement Contractor shall provide, in form acceptable to Owner, a mowing schedule. This schedule shall be attached as addendum to this Agreement.

Contractor shall submit to Owner monthly invoice at the start of each month for services of that month. Each invoice submitted shall be due and payable not later than the 15<sup>th</sup> day of the service month.

#### **7. Insurance**

The Contractor shall provide an active certificate of insurance for workers compensation, general liability, and property damage, and auto liability and property damage.

#### **8. Independent Contractor Relationship**

The Contractor is an independent contractor and it's not an employee, servant, agent, partner or joint venture of the Owner. The Owner shall determine the work to be done by the Contractor in accordance with Exhibits A through D attached hereto, but the Contractor shall determine the means by which it accomplishes the work specified by the Owner.

#### **9. Contract Cost**

The work includes all labor and materials, and everything required by Contractors material men, suppliers, or laborers to complete the work in accordance with the specifications. All contract cost paid by Contractor shall be at the expense of the Contractor. No materials or supplies for the work shall be purchased by the Contractor or by any sub-contractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

#### **10. Supervision**

Contractor shall supervise and direct the work, using its best skill and attention and it shall be solely responsible for all methods, techniques, sequences and procedures and for coordinating all portions of the work under this Agreement.

The Contractor shall employ and designate to Owner a fully trained and qualified maintenance superintendent or foreman acceptable to Owner who shall have full authorization to act for the Contractor and shall be one who can be continued in that capacity unless he ceases to be employed by Contractor. The designated superintendent or foreman shall be on the job site during each workday.

#### **11. Safety**

Contractor shall be responsible for compliance of all safety regulations of jurisdiction in the area of the work and shall use traffic safety cones as may be required at both the front and rear of vehicles when on public roadway. Acquisition, erection and removal of any barriers shall be the responsibility of the Contractor. Employees will wear a uniform shirt identifying the contractor, and all vehicles shall have signage affixed to the vehicle identifying the contractor.

#### **12. Communications**

In recognition the Owner is an Association comprised of multiple entities, communications from Owner to Contractor shall be made only by the maximum of two (2) persons designated as Owner Representatives on the first page as may be amended from time to time in writing by the Owner.

#### **13. Subcontract by Contractor**

No portion or portions of this agreement may be subcontracted by Contractor without the prior written consent of Owner.

#### **14. Assignment by Contractor**

This Agreement or any portion of this agreement shall not be assigned with out the prior written consent of the Owner.

**15. Minimum Personnel, Services, Frequency and Costs**

The minimum number of personnel will be one (1) and will change from time to time. Specific services, frequency and costs of services are defined in the Specifications attached hereto and page one (1) of this Agreement.

**16. Damage/ Repairs**

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**19. Notices**

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**As to Owner:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**As to Contractor**

TruScapes Industries, Inc.  
3212 26<sup>th</sup> Avenue East  
Bradenton, Florida 34208

**20. Attorney’s Fees**

If Owner or Contractor fails to comply with the agreements, conditions or covenants of this Agreement and legal or court action is required to resolve any dispute, the prevailing party thereof shall be entitled to costs and attorneys fees of that action, including appellate proceedings.

**21. Governing Law/ Venue**

This Agreement shall be construed and enforced according to the laws of the State of Florida. This Agreement is entered into in the County of Manatee and State of Florida and Manatee County shall be the proper venue for any litigation arising out of this Agreement.

**22. Insurance**

Contractor and each approved subcontractor thereof shall maintain, throughout the term of this Agreement, General Liability insurance, broad form Contractual Liability insurance, Worker’s Compensation insurance, and vehicle insurance in the following minimum amounts:

**Commercial General Liability:**

- Bodily Injury \$1,000,000 per occurrence
- Property Damage \$1,000,000 per occurrence
- Contractual, Products and

Completed Operations	\$100,000 per occurrence
Personal Injury	\$1,000,000
<b>General Aggregate:</b>	\$1,000,000
<b>Workers Compensation</b>	\$1,000,000 Per employee per accident
	\$500,000 Per disease aggregate
	\$1,000,000 Per employee per disease

**Automobile Liability:\***

Bodily Injury Liability	\$1,000,000 combined
Property damage	single limit

**Umbrella Liability**                \$2,000,000 per occurrence

\*may be satisfied by combining an automobile liability form and an umbrella form for a total limit of \$2,000,000.

**23. Entire Agreement**

This Agreement constitutes the entire understanding between the parties. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. Further, the provisions, conditions, terms and covenants herein contained shall bind and the advantages shall inure to the respective successors, assigns, trustees, receivers and personal representatives of hereto.

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# EXHIBIT A

## ORNAMENTAL LANDSCAPE – SPECIFICATONS

### 1. ANNUAL BEDS

Contractor shall prepare, install and maintain all annual beds in the common areas at the cost of \$3.95 per 4.5” potted annual flowers. No planting or replacement shall be done without prior selection and approval of Owner. Contractor shall provide annual schedule, together with the plant palate, for prior approval by Owner subject to modifications due to changes in seasonal weather patterns from that projected, particularly late Fall/Winter periods.

It will be the responsibility of the Contractor to schedule with the Grower/Supplier to assure availability of materials at the time plant change-out is to be accomplished. All annual beds shall be changed-out on a regular basis four (4) times per year. Annual plants of a minimum four inch (4”) pot. Soil in annual beds will be changed out a minimum of one time per year at Owners expense.

The Contractor shall be responsible to use reasonable and necessary precautions to protect all annual beds from frost or freeze at Owners expense and drought conditions, in which case, replacement and costs incurred shall be the responsibility of the Contractor who will replace damaged plants with like size and color. Additional plants should be ordered each change-out and stored by contractor to provide spot replacement with plants of same size and likeness should replacement be necessary.

### 2. PRUNING AND HEDGING

#### GENERAL

All pruning shall be done under strict supervision. The Contractor shall be responsible for any damaged trees, shrubs or groundcover as a result of improper pruning. All pruning debris shall be picked up and removed from the site at the time the pruning takes place. No debris shall be allowed to remain overnight.

#### SHRUBS AND GROUNDCOVER

Shrubs will be consistently pruned based on sound horticultural practices. Pruning activities will be scheduled seasonally as each plant variety has its own pruning requirements. The Contractor shall inspect all shrubs for pruning at least bimonthly.

Individual shrubs will be pruned as necessary to maintain the natural form of the variety where possible, maintain growth within space limitations and to remove damaged, diseased or dead wood.

#### PALMETTO BEDS

A two foot (2’) perimeter of Palmetto Beds will be maintained and trimmed of excess or brown Palmetto fronds. Interior maintenance of Palmetto Beds beyond the two foot perimeter is excluded, with exception of the fallen tree limbs and removal of trash, etc.

#### PALMS

Trim fruit and fronds from palms twice annually by May and November. Miscellaneous fruit, dead fronds and fronds below 90 degrees at a height of fifteen feet (15’) removed as needed. **THE COST OF PALM TRIMMING ABOVE FIFTEEN (15) FEET IS NOT INCLUDED IN THE MONTHLY FEES.** Additional cost per palm above fifteen (15) feet \$25.00 per cut.

#### Trees

Trees should be pruned selectively according to specie using sound horticultural practices. Pruning schedules may vary depending upon the tree specie and should be done to promote the best aesthetic quality year round. Hardwood species, however, shall be pruned as needed throughout the year.

Tree should be allowed to form a natural canopy. Pruning shall consist of removal of dead, broken, infected, superfluous and intertwining branches and other undesirable growth. Pruning will also be required from time to time to remove broken branches from storms, frost or when blocking sight, etc. All pruning of trees shall be in accordance with guidelines set forth by the National Arborist Society and shall be limited to a height of fifteen feet (15’) above ground.

**3. PLANTER BED MAINTENANCE, WEEDS – SIDEWALKS, STREETS AND CURBS, FENCELINES AND OTHER STRUCTURES**

**3.1 BED MAINTENANCE – PLANTER BEDS/TREE RINGS**

Planter beds and tree rings will be maintained weed free by mechanical and/or chemical method as may be required.

Pre and post emergent herbicides may be used to retard weed growth in accordance with material labeling. Contractor shall be responsible for stunting, declined and/or loss of plant material or trees due to overspray or non-recommended use of herbicides.

**3.2 WEEDS – SIDEWALKS, STREETS AND CURBS**

Weeds in cracks of sidewalks, streets and curbs will be treated at least monthly, or as required to control weed growth, with approved weed killing herbicides as required in accordance with material labeling.

**3.3 FENCELINES, POST AND OUTER STRUCTURES**

Non-selective herbicides should be applied as necessary to fence lines bordering common areas, post and other structures. Width of kill shall be one (1) foot.

**4 MULCH**

**4.1 MATERIAL**

It is the intent of Owner to fully mulch to a compacted two (2) inches one (1) time per year in the fall and top dress mulch, as may be required in the spring, one (1) time per year.

**4.2 MULCH LABOR**

Contractor at the request of Owner, shall provide labor and mulch at the rate of \$48.50 per cubic yard to install bagged Pine Bark Nuggets (MINI), and Cypress “B”.

**5. CLEANUP**

**5.1 PRUNING DEBRIS**

All debris generated by the work will be removed from the property and disposed of off sight at the expense of the Contractor at the completion of the services performed. Debris should not be left at the grounds overnight.

**5.2 OTHER SERVICES**

Contractor shall additionally provide, services based on time, materials and related fees including but not limited to:

- a. Special emergency clean ups due to storms or acts of God which shall be immediately available at the rate of \$65.50 per tech hour plus dump fees
- b. Repairs to the turf, landscaping or landscaped areas as may be required by Owner

**6. EXCLUSIONS:**

Items specifically excluded from these specifications include:

- a. Aquatic Weeds Control or Removal
- b. Trimming of trees under utility lines
- c. Trimming of Palms above fifteen 15’
- d. Removal, trimming or pruning of trees or other plant material over fifteen (15) feet from ground
- e. Landscape Modification

**7. SCHEDULING**

The Contractor shall submit a performance schedule within forty-five (45) days after execution of the contract with appropriate commence.

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# **EXHIBIT B**

## **TURF MAINTENANCE – SPECIFICATIONS**

### **1. MOWING**

#### **1.1ST. AUGUSTINE TURF**

All of St. Augustine turf shall be mowed and trimmed weekly during the active growing season, and as needed the remainder of the year to remove no more than 1/3 the leaf blade during dormant periods, up to forty-two (42) mowing events per year.

Mowing of St. Augustine turf shall be with a mulching mower. Grass clippings shall be allowed to recycle to the soil. Excess clippings remaining on the turf following a mowing event shall be removed. Mowing blades shall be sufficiently sharp to provide a clean cut of the leaf blade at all times.

St. Augustine turf shall be mowed to the height recommended by the Agricultural Extension Service of the variety St. Augustine turf being maintained, recognizing difference in height recommendations for the Floratam, Bitter Blue and Palmetto varieties at Spoonbill, but in no event shall be mowed less than three (3) inches.

#### **BAHIA/ OUTLYING GRASSES AREAS**

In formally maintained areas, Bahia and outlying grassed areas shall be mowed and trimmed weekly during the active growing season, and as needed the remainder of the year to remove no more than 1/3 the leaf blade during dormant periods, for a minimum of thirty-eight (38) mowing events per year. In remote area, Bahia and outlying grassed areas shall be mowed and trimmed weekly during the active mowing season, and as needed the remainder of the year during dormant periods, for a minimum of thirty-eight (38) mowing events per year.

In formally maintained areas, mowing equipment shall be finish grade commercial mulching mower. Grass clippings shall be allowed to recycle to the soil. Excess clippings remaining on the turf following a mowing event shall be removed or re-mowed, at the option of the Contractor. In remote area, use of finish grade bush hog is acceptable. However, excess grass clippings remaining on the turf following a mowing event shall be removed or re-mowed, at the option of the Contractor. Mowing blades shall be sufficiently sharp to provide a clean cut of the leaf blade at all times.

Bahia and outlying grassed areas shall be mowed to the height recommended by the Agricultural Extension Service for the variety turf being maintained, but in no event shall be mowed less than three and one-half (3 ½) inches.

#### **TRIMMING, WEED EATING**

Turf around lake banks shall be mowed and weed eaten to waters edge each mowing event. Care shall be taken not to throw grass clippings from mower toward lake. Areas of standing water or where mowing would cause ruts shall be weed eaten at least every other mowing event. Bahia grass in drain swales shall be mowed, or as necessary, weed eaten, at least every other mowing event.

### **2. EDGING**

#### **EQUIPMENT**

All edging shall be done with mechanical rotary powered edges. No weed eaters or other monofilament trimmers shall be used. There shall be no chemical edging.

#### **FREQUENCY**

Hard surfaced areas such as Sidewalks, Driveways, Street curbs and Asphalt surfaces bordering St. Augustine turf shall be blade edged each mowing event. Hard surfaced areas bordering Bahia turf shall be blade edged each mowing event during the growing season and at least one (1) time per month during the dormant or non-growing season.

Soft edges, i.e. planter beds, palmetto beds, tree rings, structures and other areas bordered by St. Augustine turf, shall be blade edged **every mowing event during the growing season and at least one (1) time per month**

**during the dormant or non-growing season.** Areas bordered by Bahia turf or mixed weeds shall be rotary blade edged at least one (1) time per month.

All trees, posts and other obstacles where mower and or weed eater would damage the base or potentially transfer disease shall be blade edged and herbicide ringed to form soft edge.

### 3. DEBRIS CLEAN UP

Debris created by the work will be blown off side walks, streets and curbs each time the property is mowed or edged. Debris material shall not be blown into the street.

### 4. OTHER SERVICES

Contractor shall additionally provide, at the request of Owner, services based on time, materials and related fees including, but not limited to:

- a. Seeding as may be required by Owner
- b. Special clean ups due to storms or acts of God
- c. Repairs to the turf or landscape materials as may be required

### 5. SCHEDULING

The Contractor shall submit a performance schedule within forty-five (45) days after execution of the contract with appropriate comments.

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# EXHIBIT C

## IRRIGATION MAINTENANCE – SPECIFICATIONS

Conservation of this resource is paramount.

### 1. Inspections

#### a. Physical Inspection – Monthly

The Contractor will inspect the systems listed within this exhibit for operation monthly. **Monthly inspections include:**

- (1) Operations check of controller clock, rain stats, valves, electrical lines, supply lines and distribution heads to assure complete and proper automatic operation of each system.
- (2) Adjustment of sequence of controller clocks time on for best possible pressure in all systems.
- (3) Adjustment of heads for best possible coverage, including raising or lowering of distribution heads to proper elevation where necessary.
- (4) Raising or re-setting, where necessary, or if protective doughnut rings around distribution heads in turf areas
- (5) Removal of encroaching grass or other obstructions that interfere with proper operation of distribution heads or deflection of spray patterns.
- (6) Clearing of obstructions within distributions heads.
- (7) Removal of encroaching grass covering solenoid valve boxes.
- (8) Preparation of and delivery to Owner of completed Inspection Form.

#### b. Visual Inspection – Bi-weekly

The Contractor shall, on a weekly basis, visually inspect ornamental landscape and turf areas serviced by each zone within each controller listed within this Exhibit and provide Owner written report of each weekly visual inspection in form acceptable to Owner. **Bi-Weekly visual inspection shall include:**

- (1) Re-direction of any improperly aligned irrigation distribution heads away from vehicular or pedestrian traffic.
- (2) Localized adjustments/clearing of distribution heads where it is evident there is a drought stress within ornamental landscaping or turf.
- (3) Immediately report to Owner necessary repairs in Section 2.a., Minor Repairs, with written estimate for cost of repairs.
- (4) Adjustments of each zone's time as climatic conditions dictate.
- (5) Preparation of and delivery to Owner of written statement of weekly visual inspection to include timer clock number and zones visually inspected.

### 2. Repairs

#### a. Labor

- (1) Labor rate for repairs shall not exceed \$52.50 per hour for fully trained skilled technicians. Unskilled labor rate shall not exceed \$42.50 per hour.
- (2) Labor rate for authorized repairs required after normal working hours shall be \$75.00 per hour.

Labor rate for emergency calls on Holidays shall be \$150.00 per hour.

**b. Materials**

(1) Materials for repairs will be billed to Owner at Manufactures suggested retail price (plus tax)

**c. Minor Repairs**

Minor Repairs may include, but are not limited to:

- (1) Repair or replacement of worn sprinkler heads
- (2) Repair/replacement or broken irrigation lines
- (3) Repair/replacement of valves and or timers

**d. Major Repairs**

Any repair/replacement of irrigation lines, regardless of size, routed under hard paved traffic areas, sidewalks, etc. where destructive investigation for localization or repair is required, is considered a major repair requesting written estimate and Owners authorization to proceed prior to undertaking the repair.

**3. Scheduling**

The Contractor shall submit a performance schedule within forty-five (45) days after execution of the contract with appropriate comments.

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# **EXHIBIT D**

## **PEST CONTROL AND FERTILIZATION**

### **1. Fertilization of Turf**

St. Augustine turf areas will be fertilized four (4) times a year at a minimum rate of one (1) pound of Nitrogen per 1,000 SF. with a high quality, complete granular fertilizer that is comprised of 50% water soluble Nitrogen and 50% water insoluble Nitrogen, Sulfate of Potash and Micro Nutrients. Timing of these applications will be late Feb., April, September and December.

### **2. Fertilization of Shrubs, Palms, Flowering shrubs and Tress**

Newly established trees, shrubs and ground covers all will be fertilized four (4) times a year for the first year and two (2) times a year (Spring and Fall thereafter with a complete granular fertilizer at a minimum rate of one pound of Nitrogen per 1,000 SF. with a high quality, complete granular fertilizer that is comprised of 50% water soluble Nitrogen and 50% water insoluble Nitrogen, Sulfate of Potash and Micro Nutrients to promote optimal health of the plants.

All new Palms, other than Sabal Palms, will be fertilized at least four times per year for the first year and then twice per year thereafter with a fertilizer formulation and rates designed specifically for palms.

### **3. Fertilization of Annuals**

Fertilize with Osmocote and 20-20-20 for the duration of the plant material, to promote long lasting blooms and continues root development.

### **4. Turf Insecticide**

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to eliminate/minimize populations of turf damaging insects including chinch bugs, lawn caterpillars and hunting billbugs but excludes mole crickets. Fire ant mounds will be treated when detected but these treatments do not include the prevention of fire ant infestations which is available at additional cost. Turf damage caused by the infestation of nematodes is not implied or included as part of this agreement. The Contractor will recommend additional treatments and strategies at additional cost to minimize damage if nematodes become a problem.

Contractor will accept responsibility for the replacement of turf lost due to negligence with regard to insect control.

### **5. Ornamental beds Insecticide**

All landscape beds, trees and palms will be monitored and treated with the appropriate pesticides necessary to control any damaging levels of disease and insect activity. Response after notification of problems by property management will be made within 48 working hours.

Contractor will accept responsibility for the replacement of plants lost due to negligence with regard to disease or insect control. Fire ants are suppressed with spot treatment insecticides.

### **6. Lawn Fungicide**

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur, Contractor will use fungicide treatments to stop or slow the progression of disease and be responsible for notifying the Property Manager if preventative treatments, which are not included as part of this agreement and will require additional compensation, are needed to effectively provide control.

### **7. Weed Control**

The Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally the Contractor will use both pre-emergent and post-emergent herbicides as needed to control broadleaf weeds, grassy weeds and sedges without damaging desirable turf.

### **8. Inspections**

Contractor shall inspect turf, and ornamental plants at least bi-weekly, using its best skill and attention and it shall be solely responsible for all methods, techniques, sequences and procedures and for coordinating all portions of the work.

### **9. Licensing**

Contractor represents that it has all of the state required licenses to apply insecticides, fungicides and weed control products and will provide copies of such licenses.

# **AREA OF WORK**

All common areas within property limit lines to include (42) unit condo buildings, and amenity center/pool/clubhouse.

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