



LANDSCAPE SERVICES AGREEMENT

This Landscape Services Agreement ("Agreement") is entered into by and between Cepra Landscape LLC ("Contractor") and Lakes of Windermere Community Association, Inc., c/o Leland Management ("Owner") on August 30, 2023. In exchange for the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, Owner and Contractor agree as follows:

- 1. Scope of Work.** The scope of work to be performed by Contractor is set forth on attached Exhibits A, B, C and E. If work activity is not set forth in Exhibits A, B, C and E, it is not included in the basic scope of work.
- 2. Compensation.** In exchange for Contractor performing the scope of work described in Exhibits A, B, C, and E, Owner shall pay Contractor in accordance with the pricing terms set forth in attached Exhibit D. Contractor shall issue invoices monthly for amounts due in accordance with the pricing terms set forth in Exhibit D. Amounts invoiced are due upon receipt and shall be considered past due after 30 days from the date of invoice. Past due amounts shall accrue interest at the annual rate of 12%. If Owner disputes or questions any invoice or portion of any invoice, Owner shall provide Contractor with written notification of the basis of the dispute or question within fourteen (14) days of receipt of the invoice or the invoice shall be deemed undisputed and fully payable by Owner. Work performed outside the scope of work described in attached Exhibits A, B, C and E shall be deemed extra work and shall be invoiced and paid in addition to the base compensation due under this Agreement. Owner agrees that if Owner fails to make payment for more than 60 days after the date of any work provided by Contractor arising out of or relating to this Agreement, then Contractor shall have the right to record a claim of lien against Owner's property to secure payment for labor, materials, equipment and supervision supplied by Contractor for the benefit of Owner's property. The approved and agreed amount of monthly compensation is \$11,101.67 based on the pricing provided in Exhibit D.
- 3. Term.** This Agreement shall be in effect for a period of 12 months beginning on September 1, 2023. The Agreement will automatically renew to month to month status upon the expiry of the initial term unless otherwise agreed in writing by Owner and Contractor.
- 4. Standard of Care.** Contractor shall perform its scope of work in accordance with the written terms and specifications set forth in this Agreement and attached exhibits. All material shall conform to bid specifications unless expressly noted otherwise.
- 5. Changes.** Owner may add to the scope of work set forth in Exhibits A, B, C and E. If Owner desires to add to the scope of work, Owner shall provide Contractor with written notification of the proposed additional scope of work and request pricing from Contractor. Contractor will perform additional work upon receipt of written approval from Owner in the form of a duly completed Change Order executed by Owner and setting forth the additional scope of work and agreed pricing for the extra work. In the event that changes in laws or regulations affect the manner or cost of Contractor performing the work, Contractor shall provide written notification of such change and its effect on Contractor to Owner and the parties agree to engage in good faith renegotiation of the terms of the Agreement to address the change.
- 6. Insurance, Licenses and Permits.** Contractor agrees to maintain General Liability insurance coverage, Workers Compensation insurance coverage, and Commercial Automobile insurance coverage as required by law. Contractor also shall comply with all licensing and permit requirements established by any State, County or municipal agency relating to the scope of work.
- 7. Liability.** Contractor and Owner hereby waive any claims against each other for consequential damages or indirect damages of any kind. Contractor shall not be liable to Owner for any claim for property damage or bodily injury unless and to the extent caused by the negligence of Contractor or its employees or subcontractors.



8. **Pest Control and Products.** All materials and chemicals used shall be approved for use by the Environmental Protection Agency. Contractor shall not be liable for failing to control any pest or its related property damage that cannot be controlled by legal and reasonable use of an approved pesticide product. If for any reason a dispute arises with regard to potential pest problems or available solutions to a pest problem, the Contractor will provide a qualified third party pest control specialist to discuss potential solutions and treatment options.
9. **Subcontractors.** Contractor reserves the right to hire qualified subcontractors to perform work under this Agreement. Any such subcontractor shall be required to carry General Liability insurance coverage, Workers Compensation insurance coverage, and Commercial Automobile insurance coverage in amounts required by law.
10. **Access to Jobsite.** Owner shall ensure Contractor has access to all parts of the jobsite where the Contractor is to perform work as required by this Agreement during normal business hours and other reasonable periods of time. Owner will be responsible to furnish all utilities necessary to perform the work.
11. **Notice of Defects.** Owner shall give Contractor at least 10 working days written notice to correct any problem or defect discovered in the performance of the work required under this Agreement. If Owner believes there is evidence of defective work by Contractor, Owner shall not be entitled to offset or deduct amounts otherwise due to Contractor because of such defective work unless Owner has first given the above required written notice to Contractor. Failure by Owner to deliver the 10 working day written notice shall be deemed a waiver and release of any claim by Owner relating to such asserted defective work by Contractor. In no event shall Contractor be liable to Owner for any amounts incurred or paid by Owner to correct defective work performed by Contractor unless Owner has first provided Contractor with the 10 working day notice and opportunity to cure.
12. **Termination-** This Agreement may be terminated by either party for any reason, with or without cause, provided that the terminating party provide to the other party 30 days advance written notice along with the reason for such termination. If there were any additional services in this Agreement that were rendered and not fully paid for or paid for and not fully completed, the Contractor will adjust the final invoice to ensure that each party is compensated or treated fairly with regard to services performed or not performed. These services relate to items in the service agreement that are amortized out over 12 months for the customer and not everyday maintenance services.
13. **Disputes.** In the event of any litigation arising out of or relating to this Agreement or any related extra work, the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party at both the trial court and appellate court levels. The county and circuit courts in Orange County, Florida shall have sole and exclusive jurisdiction to decide any dispute between the parties, whether sounding in contract or tort and whether legal or equitable in nature, arising out of or relating to this Agreement. The parties hereby waive the right to trial by jury on all claims, counterclaims and defenses otherwise triable to a jury.
14. **Notices.** All required notices hereunder shall be sent via certified mail return receipt requested to Owner or Contractor as indicated below unless later changed in writing:

IF TO OWNER: Lakes of Windermere Community Association, Inc., c/o Leland Management, Attn: Lisa Gonzalez, 275 S Charles Richard Beall Boulevard, Suite 214, DeBary, FL 32713.

IF TO CONTRACTOR: Cepra Landscape LLC, Attn: Robert Maier, P.O. Box 865, Oakland, Florida 34760.

15. **Complete Agreement.** This Agreement and attached Exhibits represents the complete and integrated agreement of the parties with respect to the subject matter hereof. All prior verbal or written agreements, promises or representations relating to this Agreement and exhibits hereto are hereby merged into this Agreement and do not survive execution of this Agreement.



- 16. **Owner Maintenance.** Owner is obligated to maintain current all irrigation for the areas serviced by Contractor. In no event shall Contractor be liable to Owner for any loss of grass, flowers, trees, bushes or other plantings due to Owner's failure to provide proper amounts of water or due to vandalism or other third party destruction of the grass, flowers, trees, bushes or other plantings.

- 17. **Acts of God** - this Agreement does not cover any Acts of God that may affect the services or landscaping materials provided under this Agreement. Contractor is not responsible for damage or destruction to landscaping or for replacement of damaged landscaping due to Acts of God (e.g., flooding, tornado, tropical storms, hurricanes, lightning etc...).

- 18. **Extra Work** - Owner agrees that any additional work or additional services added by Change Order or separate agreement, whether verbal or written, will be subject to the terms and conditions of this Agreement.

OWNER: Lakes of Windermere Community Association, Inc., c/o
Leland Management

CONTRACTOR: Cepra Landscape LLC

By: 
2023-08-29 15:15:08 (ADT)

By: 
2023-08-30 08:29:32 (ADT)

Print name:

Print name: Robert P. Maier

Its:

Its: President

THE LAKES OF WINDERMERE

LANDSCAPE MAINTENANCE SPECIFICATIONS

DESCRIPTION OF WORK

Contractor will provide all labor, supervision, and equipment necessary to carry out all work agreed upon by the parties. Separate pricing is needed for Landscape Maintenance, Fertilization/Pest Control Maintenance and Irrigation Maintenance programs. Extra services may also apply.

LOCATION OF AND DAY OF SERVICE

See attached maps and/or plats. Once a day of service is established it shall remain consistent throughout the contract term.

INSURANCE, LICENCES, COMPLIANCE

Contractor will maintain general liability, property damage, and worker's compensation insurance coverage's with the minimum limit amounts as listed. Contractor will furnish certificates of insurance detailing the coverage's and naming The Lakes of Windermere. c/o Leland Management, Inc. as additionally named insured.

INSURANCE COVERAGE

COMMERCIAL GENERAL LIABILITY- AGGREGATE	\$2,000,000
PRODUCTS- COMP/OP AGG-	\$2,000,000
PERSONAL & ADV.INJURY-	\$1,000,000
EACH OCCURRENCE-	\$1,000,000
FIRE DAMAGE-	\$100,000
MEDICAL EXPENSES-	\$10,000

AUTOMOBILE LIABILITY

\$500,000 combined single limit or
\$100,000 per person/ \$300,000 per accident/ \$100,000 Property Damage

WORKERS COMPENSATON AND EMPLOYERS LIABILITY

Maintain the statutory limits

LICENSES

Contractor will maintain at all times the necessary licenses and/or permits required to perform said work in the County of Orange, State of Florida.

COMPLIANCE

Contractor shall comply with all applicable provisions of the Equal Employment Opportunity Act, Executive Order 11246 of September 24, 1965, the Americans with Disabilities Act and other applicable laws and orders.

LENGTH OF CONTRACT

Proposals shall be for an initial Twelve (12) month period. HOA will consider renewal for an additional twelve months. HOA shall have the right to give Contractor thirty (30) days written notice of cancellation either with or without cause.

COMPENSATION

HOA will pay during the following month for the services performed during the previous month. Proposals shall provide for a monthly breakdown of services provided and the cost of each category of service.

INDEMNIFICATION

Contractor will agree to repair or reimburse HOA for damages to personal and/or real property the Contractor damages due to negligence.

DEFICIENCIES

In the event that the performance of Contractor should fail to satisfy the expectations and standards set forth in the Specifications as interpreted by the HOA, the HOA reserves the right to obtain others to perform such duties and deduct all cost(s) from any amounts due to Contractor.

HOA shall notify Contractor in writing of the specific deficiencies. If the stated deficiencies are not remedied to the satisfaction of HOA within forty-eight hours of notice (unless HOA agreed to a longer period on individual item basis only), HOA, at their sole discretion, may correct said deficiencies and back-charge the cost of the corrections to the Contractor and may deduct all costs for said correction from any amounts due to Contractor.

No further payments may be made until work is corrected in compliance with required standards. If Contractor resigns ore terminates the contract/agreement, HOA, at their sole discretion, may correct said deficiencies and back-charge the cost of the correction to the Contractor and may deduct all costs for said correction from any amounts due to Contractor.

In the event Contractor disputes HOA’s interpretation of the expectations and standards set forth in the Specifications, HOA shall retain a qualified certified agronomist/horticulturist to resolve the dispute. The prevailing party shall recover the professional fee of the retained party. In the event that the qualified certified agronomist/horticulturist finds shared responsibility for the deficiency (deficiencies), the parties shall equally share the cost of the professional fee.

STANDARDS

All work shall be performed professionally in accordance with generally accepted horticultural principles.

Contractor is advised that periodic inspections will occur to verify compliance with the Specifications. All tree cuts shall be made in accordance with accepted arboricultural standards.

All services to be performed are to be performed by employees of the Contractor.

CONTACT INFORMATION

Lisa Gonzalez, LCAM, on behalf of **The Lakes of Windermere**
275 S. Charles Richard Beall Blvd. Suite 214
DeBary, FL 32713
Phone: (386) 439-0407
Email: Lgonzalez@lelandmanagement.com

ATTACHED EXHIBITS

- EXHIBIT A – LANDSCAPING MAINTENANCE SPECIFICATIONS
- EXHIBIT B – FERTILIZATION AND PEST CONTROL SPECIFICATIONS
- EXHIBIT C – IRRIGATION MAINTENANCE SPECIFICATIONS
- EXHIBIT D – PRICING SPECIFICATIONS
- EXHIBIT E- SCOPE OF WORK MAP
- EXHIBIT E – MAP**

EXHIBIT A

LANDSCAPE MAINTENANCE SPECIFICATIONS

1. MOWING

Uniformity in texture and appearance as maintained on the property shall be provided. In the event of bald spots and/or dead grass resulting from any negligent act or omission of the contractor, the contractor shall restore and replace the sod at its own expense within thirty (30) days of notification by the HOA. Grass cutting height shall be between 3 and 4 inches. Any clippings remaining on the grass surface after twenty four (24) hours must be removed.

****Fire ants** will be treated with fire ant bait by the contractors mowing staff during each mowing service.

ST. AUGUSTINE TURF AND IRRIGATED BAHIA TURF

All turf areas are to be mowed no less than once every seven (7) days during the months of April to October.

All turf areas are to be mowed no less than once every fourteen (14) days from November 1st to March 31st.

Weekly mowing services will be starting week of April 1st and end on the week starting November 1st.

Bi-weekly mowing services will be starting week of November 1st and end the week starting April 1st.

NON-IRRIGATED BAHIA TURF

Bahia turf will be maintained to keep a well-groomed appearance. Contractor will adjust mowing frequency accordingly.

October - April 14 Services dependent on weather 1-3 mow per month.

Or as needed to maintain a well- groomed appearance.

May - September 22 Services weekly mowing services

Or as needed to maintain a well-groomed appearance.

2. EDGING

Defined as the outlining and/or removing of turf by use of a mechanical edger. Chemical or string edging will be allowed only with prior written approval in special instances.

Contractor shall neatly edge and trim around all plant beds, curbs, walks, streets, trees, plants and building areas by use of mechanical edger's. The shape and configurations of plant beds shall be maintained as instructed by HOA.

The edging of all sidewalks, curbs, pathways, and other paved areas will be completed no less than once every seven (7) days during the months of April to October and no less than once every fourteen (14) days from November 1st to March 31st. Edging will be done within twenty-four (24) hours of the scheduled mowing service. The edging of all planting beds will be completed no less than once every fourteen (14) days to maintain a crisp, clean appearance, free of grass invasion. Care shall be taken as not to injure tree trunks or plant materials during the edging operations.

3. DETAILING OF PLANTED AREAS

Defined as the trimming, weeding by mechanical or chemical means, pruning, and shaping of all shrubbery, ornamentals, and groundcover, removal of tree suckers as well as the defining of bed lines, tree saucers, and the removal of unwanted vegetation. Weeding would include the weeding of all beds. Walkways, decks, curbs and concrete joints will be performed as needed or every two (2) weeks during growing months or every three (3) weeks during dormant months. Chemical controls may only be used if adjacent desirable plants are guaranteed not to be injured.

At no time are weeds in excess of one square foot of ground cover in one location or 3" in height acceptable.

4. TRIMMING

Trimming will be completed during each visit by use of chemicals, a string trimmer, or other mechanical means to prevent weeds and/or undesirable grasses from encroaching upon lawns and mulched areas. Contractor shall maintain a valid Florida Pesticide Applicator's License and use chemicals in strict accordance with Federal, State and County directives on environmental control. Chemicals must have an EPA approval number.

5. TREES

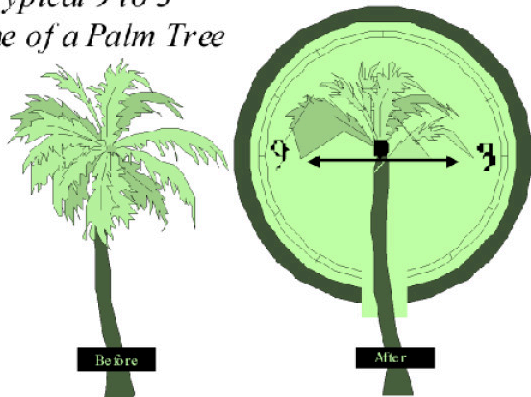
Trees in pedestrian walkway areas will have a clearance maintained up to seven to eight (7-8) feet in height.

Trees along roadways, entrances, and driveways will have a clearance maintained up to twelve to fourteen (12-14) feet in height.

Trees shall not overhang the Boardwalk walkway or encroach upon the bottom or sides. Trimming should be an arm's length out from the railing at all times.

Palm trees up to twelve (12) feet of clear trunk will be trimmed of excess fronds and cleaned of unwanted seedpods and debris during the sectional rotation. Palm trees will be trimmed to 9 & 3 or 10 & 2 o'clock and no higher. No dead fronds are allowed.

*A Typical 9 to 3
Prune of a Palm Tree*



Palm Tree Pruning

Palms will be pruned as displayed to the left. Palm trees will be trimmed of excess fronds and cleaned of unwanted seedpods and debris

Note: Canary, Medjool and Dactylifera will be pruned Two (2) time per year during the seedpod bloom but before seed pods drop fruit or flowers. Only dead fronds and fronds that are over 50% discolored should be removed.

Sucker growth shall be removed monthly. Sucker growth is defined as the shoots that sprout out around the base and clear trunk area of a tree or crepe myrtle trunk.

Specialty Palms in front median entrance plant bed are to be fertilized with a bud drench not less than 1 time per year or as needed.

6. BLOWING

Sidewalks, curbs, driveways, walkways, lanais and other paved surfaces adjacent to turf and/or other landscaped elements will be kept clean of unwanted debris generated by Contractor by the use of forced air machinery. This is to include blowing off of the community's tennis courts as well as the paver walkway that circles the playground area.

7. MONITORING

All turf, shrubs, ornamentals and groundcovers are to be monitored for pest, disease and nutrient problems with positive findings being reported, in writing. If the problem is a covered item under the provisions of this contract, immediate steps will be taken to rectify the problem. If a program is not in effect, contractor will provide an estimate based on time and materials needed for effective treatment.

8. SERVICE REQUESTS

Service requests are expected to be handled within twenty-four (24) to forty-eight (48) hours and communicated via email or written work order back to community manager that the work service request was completed. It is understood that service requests that require parts or material to be ordered may take more time. In these instances, anticipated date of completion must be communicated via email or written work order back to community manager.

Service requests regarding shearing of ornamentals or weeds in plant beds are expected by be handled as they arise.

9. SHEARING OF ORNAMENTALS

Shearing of shrubs and hedges will be done to maintain a crisp appearance and to conform to the landscape design intended by the landscape architect and the HOA.

Shearing of shrubs and hedges in the community shall be performed at minimum every three (3) weeks during the months of March thru November and every four (4) weeks during the months of December thru February. Total of 12-16 cycles. Unless otherwise directed by HOA, all pruning, trimming and thinning of plants will be done so that the intended shapes are retained.

*Ornamental Grasses will be pruned/cutback twice per year in the spring and fall.

10. TRASH REMOVAL

Clean up shall be completed as follows: All paved areas and sidewalks shall be swept clean of grass clippings, twigs, hedge, or shrub clippings or any other debris created by the performance of any function for service under the scope of this agreement. Tree limbs and shrub trimmings shall be disposed of by hauling to a public disposal facility. Retention areas or underdeveloped areas shall not be used as a dumpsite for any materials. Trash, debris, paper, glass, etc. shall be removed on every mowing basis (before mowing retention areas so that the trash is not run over by machinery.)

During the dormant season the property will be visited on non-mowing weeks to remove trash, blow off and collect leaf litter.

11. DEBRIS REMOVAL

Contractor is responsible for the removal of any maintenance-related debris from the property no later than the end of the day where the debris was generated.

12. DEAD WOOD/ MATTER

Dead tree branches shall be removed and/or pruned as required. Extraneous leaves, weeds, trash, limbs and debris shall be removed from lawn and plant beds, and mulch shall be added as necessary to constantly maintain a clean appearance.

13. LEANING TREES

Any trees installed by the contractor during the term of this service contract shall be straightened by pulling them to an upright position and installing a new guy wire and/or stake using as small an eye screw as is necessary to complete the task. If the tree cannot be successfully straightened by pulling over, then the Contractor shall dig around the root ball and straighten.

14. MULCH APPLICATION SERVICES SPECIFICATIONS

Installation of Mulch Type, including labor and materials, will be provided to cover all shrub bed areas.

- All beds that have shrubs, ground cover and or trees are to be mulched.
- All beds will have a minimum of 3" depth of mulch with at least 1" of mulch depth being applied with this application.
- Once mulch services are started they are to be completed within 21 calendar days.

This proposal is to complete mulch application in the defined areas. Application of the quoted yardage will not be considered as completion of the mulch application services. The contractor is bidding to complete mulching services for all community common areas.

15. ANNUALS/ PLANT MATERIAL

Annuals will be replaced four times a year. Annual Flowers will be selected by the Board in advance of installation. Annual Installation will include necessary soil amendments and nutritional requirements to meet the needs of the specific plant.

The cost for labor, and materials shall be included in the fees.

Notification of need for frost coverings is the responsibility of the contractor, failure to notify HOA of need at least 48 hours in advance will void the “act of god/ nature” argument for reasonable expectation of payment for replacement of any plant material as it shall be warranted by the contractor.

16. PONDS

Ponds are maintained by an Aquatic Vendor. Landscape Crew shall mow ponds so not to throw any clippings or debris from the mowers into the ponds. Trash to be cleaned from the ponds edge and surrounding areas on each service visit. Ponds shall be string trimmed when to wet. If mowing cannot be completed, notification should be sent to Community Manager.

17. EXTRA SERVICES

All services not covered under this Contract shall be considered “Extra Services” and will be charged for separately according to the nature of the item of work. The consent and authorization of the HOA and its authorized representative must be obtained prior to the performance or installation of such “Extra Services” items and prior to purchase of any chargeable materials.

18. CONTRACTOR’S PERFORMANCE

The landscape maintenance contractor shall perform all work required to fulfill the spirit and intent of the Contract. The workers shall be neat in appearance, perform their work in a professional manner, keep noise to a minimum and stage their work from a location on the site out of the main stream of the users. In general, the landscape maintenance contractor’s presence on the site shall be as inconspicuous as possible.

19. NEGLECT AND VANDALISM

Turf, shrubs, trees or plants that are damaged or killed due to landscape maintenance contractor’s operations, negligence or chemicals, shall be replaced immediately at no cost to the HOA. If plant damage or death is caused by conditions beyond the landscape maintenance contractor’s control, replacement shall be at HOA’s expense.

Sprinklers or structures that are damaged due to the landscape maintenance contractor’s operations must be replaced by the landscape maintenance contractor immediately and at his expense. Damage caused by others shall be promptly brought to the HOA’s attention. All water damage resulting from Contractor’s negligence shall be corrected at Contractor’s expense.

All damage to or thefts of landscaping and irrigation installations not caused or allowed by Contractor shall be corrected by the Contractor at HOA’s expense upon authorization to proceed.

20. BOARD INVOLVEMENT

Contractor agrees to attend requested meetings of the HOA’s Board of Directors to discuss, plan, and coordinate the landscape maintenance during the spring and late summer as well as any other meetings during the year at the direct request of the Board or Community Manager.

21. COMPANY PERSONNEL STANDARDS

All work shall be performed by personnel whom shall be properly trained and otherwise qualified to preform assigned tasks.

Contractor shall oversee and obey (and compel his employees, guests, invitees, and those doing business with him to observe and obey) the rules of the Association and such further reasonable rules and regulations which may be from time to time during the effective period of this agreement be promulgated by the Association for reasons of safety, health, and preservation of the property or maintenance of a good and orderly appearance of the area.

Employees shall be dressed in visibly identifiable uniforms while on property.

22. OTHER

Contractor shall answer emergency or complaint calls regarding conditions in the landscaped areas. Contractor shall be vigilant for fallen trees, branches or shrubs and shall correct the problem or, if the work is beyond the scope of their contract, shall place warning signals and advise the HOA of the need for major work to be performed.

Contractor is responsible for chemical treatment of all crack weeds throughout the property.

All landscaping materials installed must meet or exceed all state and/or local codes and/or ordinances of the State of Florida (Florida #1 or Florida Fancy Plants and Trees). All plants shall be healthy, well branched and densely foliated, with well-developed root systems, free of disease and insect pests.

Any services provided under these specifications that require application of chemicals shall be done in accordance with applicable laws and regulations. Specifically, Contractor shall be responsible that any services required to be performed by a Florida Licensed Pest Control Operator are legally performed. Additionally:

- a. Technicians will give appropriate notification to persons in the immediate area of impending chemical applications, as well as to the management company
- b. Application reports giving the date, type of chemical applied, application rates, name of technician and company shall be given to the management company.
- c. All materials will be used as approved for intended use by the regulatory standards.
- d. All materials shall be applied per the manufacturer's specifications and guidelines.
- e. Lawn and pesticide signs shall be posted after the use of chemicals for safety and compliance, and removed after appropriate time frame for treated areas to be safe again.

EXHIBIT B

FERTILIZATION AND PEST CONTROL SPECIFICATIONS

TURF CARE

ST. AUGUSTINE GRASS

Contractor will provide fertilization, disease, and insect and weed control to maintain healthy well-manicured turf appearance. Contractor will be required to submit a schedule of these services. Contractor will provide a minimum of **twelve (12)** dedicated horticultural visits to determine and treat, turf health and vigor and inspect and treat for turf damaging insects. The timing of fertilization and pest control applications will vary depending on weather and local regulation/ordinances. Supplemental fertilization is to be provided as needed to maintain color and health.

It is the contractor's responsibility to develop a complete fertilization program for the community. Contractor's performance is based on the color and health of the turf not applications. These are guidelines to assist the bidder.

Items that are to be followed under all circumstances unless approved in writing from the management company are:

- Fertilizer N-P-K analysis for upcoming or completed fertilizations will be made available when requested.
- Fertilizer Application (Granular) - Rate shall be one (1) pound of nitrogen per 1,000 sq. ft. The fertilizer applications shall contain at least 50% of the nitrogen-derived from S.C.U. or I.B.D.U. Fertilizer will contain a minor element package formulated for St. Augustine turf.
- A minimum of **three (3) granular fertilizer** applications are to be provided any changes to this specification must be approved in writing by the HOA.
- Every granular turf fertilization should have a minimum of 2% - 6% Chelated Iron in the blend.
- Iron Oxide is prohibited to be used as a source of iron. Due to its ability to stain and the Iron Oxide does not benefit plant material it is requested that it is not included in any fertilizer blends applied to plant material.

Turf Fertilization (granular)

St. Augustine and Zoysia

Early Spring Fertilizer Granular Application:

- 24-00-11 Custom Blend Fertilizer. (In some cases this fertilizer was impregnated with a pre-emergent herbicide for summer annual weed control.)

Late Spring/ Early Summer Fertilizer Granular Application:

- 16-00-08 Custom Blend Fertilizer or 24-00-11 Custom Blend Fertilizer + 4.00% - 6.00% Fe

Late Summer/ Early Fall Fertilizer Application:

- 15-00-20 (32% XCU/ 32% Nutralene) + 4.00% - 6.00% Fe Custom Blend Fertilizer or similar granular material.

Additional Applications: Supplemental Liquid or Granular Applications will be done as needed to maintain green healthy turf.

BAHIA GRASS (irrigated areas only)

Contractor will provide fertilization, disease, insect and weed control on the following schedule.

Month Applications

March/April - Spring fertilization and broadleaf weed control

May/June - Summer insect control

July/August - Summer fertilization and insect control

November/December - Winter fertilization and broadleaf weed control

Supplemental insect control will be provided as needed to provide control. No warranty shall apply to Bahia turf.

WEED, DISEASE & PEST CONTROL

January/February

- Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures and different turf types.
- Pre-emergent weed control treatment for broadleaf and grassy weeds.

March/April

- Chinch Bugs – St. Augustine turf inspected for Chinch Bugs. Products to control Chinch Bug population include, but are not limited to: **Arena, Meridian, Aloft, Bifen XTS, Up-Star Gold, Criterion & Merit**. Spot treatment shall be provided as needed to control localized infestations.
- Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures and different turf types.

May/June

- Chinch Bugs – St. Augustine turf inspected for Chinch Bugs. Products to control Chinch Bug population include, but are not limited to: **Arena, Meridian, Aloft, Bifen XTS, Up-Star Gold, Criterion & Merit**. Spot treatment shall be provided as needed to control localized infestations.
- Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures and different turf types.

July/August

- Chinch Bugs – St. Augustine turf inspected for Chinch Bugs. Products to control Chinch Bug population include, but are not limited to: **Arena, Meridian, Aloft, Bifen XTS, Up-Star Gold, Criterion & Merit**. Spot treatment shall be provided as needed to control localized infestations.
- Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures and different turf types.

September/October

- Chinch Bugs – St. Augustine turf inspected for Chinch Bugs. Products to control Chinch Bug population include, but are not limited to: **Arena, Meridian, Aloft, Bifen XTS, Up-Star Gold, Criterion & Merit**. Spot treatment shall be provided as needed to control localized infestations.
- Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures and different turf types.
- Inspect and treat St. Augustine turf areas, brown patch and other turf damaging fungus.

November/December

- Inspection and treatment for broadleaf and grassy weeds in turf areas. All treatments of selective herbicide for turf will take into consideration current temperatures and different turf types.
- Inspect and treat St. Augustine turf areas, brown patch and other turf damaging fungus.

FIRE ANTS

- Fire ant bait will be applied during mowing service and fertilization/pest solutions.

Note: The timing of pest control applications will vary depending on weather and local regulation/ordinances. Supplemental insect, weed, and disease control applications are to be provided as needed to provide control. All fertilizer applications are to be granular unless approved by the HOA. Chinch bug population include, but are not limited to: Arena, Meridian, Aloft, Bifen XTS, Up-Star Gold, Criterion & Merit.

WARRANTY

If the grass covered under this turf care program dies, the affected grass will be replaced at no charge to the HOA. Crabgrass and nut sedge control is to be provided in the proposal either by chemical application or spot turf replacement. Contractor shall mark crabgrass and nut sedge infested areas less than ten square feet and HOA shall replace the infested turf upon notification. Contractor shall accept responsibility for replacement of crabgrass and nut sedge infested areas larger than ten square feet.

TREE AND SHRUB CARE

Contractor will provide tree and shrub care on the following schedule.

MONTH	APPLICATION
January	Spray all shrubs and trees for insects and fungus. Fertilize shrubs and trees as needed.
February	Spray shrubs and trees as needed for insects and fertilize shrubs and trees with a granular fertilizer blend.
March	Spray all shrubs and trees for insects and fungus. Fertilize shrubs and trees as needed.
April	Spray all shrubs and trees for insect and fungus. Fertilize shrubs and trees as needed. Also, soil drench all shrubs and trees with a systemic insecticide.
May	Inspect and spray shrubs and trees as needed.
June	Apply shrubs and trees, as needed, for insects and fertilize shrubs and trees with a granular fertilizer blend.
July	Inspect and spray shrubs and trees as needed
August	Spray all shrubs and trees for insects and fungus. Fertilize shrubs and trees as needed.
September	Inspect and spray shrubs and trees as needed.
October	Spray shrubs and trees as needed for insects and fertilize shrubs and trees with a granular fertilizer blend.
November	Inspect and spray shrubs and trees as needed.
December	Inspect and spray shrubs and trees as needed.

Includes all fertility requirements, and any insect/disease problems on all installed shrubs, trees and palms. Supplemental applications of fertilizer, insect, and disease control will be applied as needed to maintain health and appearance. All fertilizer used will be granular.

WARRANTY

If a plant, shrub or tree dies from insect or disease damage due to negligence while under this tree/shrub care program, it will be replaced by the contractor with one of equal size and value and that is reasonably available.

ORNAMENTALS

- All small trees, shrubs and ground covers shall receive fertilization as needed to maintain green and healthy appearance along with all woody ornamental shrubs. Trees below ten feet (10') will be treated for insects and disease.
- The shrub program also includes a minimum of **two (2)** granular applications of fertilization per year performed in the spring and fall.
- Palms, small trees, shrubs, and ground cover shall be treated as necessary to prevent or treat micronutrient deficiencies.
- Shrubs, small ornamental trees, and ground covers will be regularly inspected for other shrub damaging insects and diseases. Once identified, the shrubs, small ornamental trees, and ground covers will be treated on an as needed basis to control populations.

PALM TREE CARE

- All palms, excluding Sabal Palms, will be fertilized with fertilizer blended for palms. **Twice a year**, Queen Palms shall be provided with a supplemental application of Granular Manganese Sulfate as needed to maintain green and healthy appearance.

Canary Palms, Medjool, Dactylifera and other Specialty Palms

Contractor will provide a specialty fertilizer program to provide the nutrients and care needed to maintain healthy appearance for Canary, Medjool, Dactylifera and other specialty palms.

- Canary, Medjool and Dactylifera are highly susceptible to Magnesium and Potassium deficiency in the Florida landscape. Contractor will provide the needed fertilization to manage the care of these trees.
- Minimum contractor will provide **three (3)** granular with a fertilizer that is comparable to the 8-2-14 Mg plus micronutrient palm fertilizer that has 100% of its nitrogen, K and Mg in controlled-release form and its micronutrients, such as iron and manganese, in water-soluble sulfate or chelated (iron only) form as recommended the University of Florida Extension Services.

- Pest and disease treatments will be done as needed to manage and control pests and diseases that are common to these palm trees.
- Contractor is expected to provide preventative treatments to protect against pest and disease, with special attention being paid to the prevention and control of Palmetto Weevils and Graphiola Leaf Spot.

EXHIBIT C

IRRIGATION INSPECTIONS AND MAINTENANCE SPECIFICATIONS

1. FREQUENCY

Contractor shall perform a complete irrigation inspection each month according to schedule. The inspection shall be completed within a one-week period.

2. SERVICE SPECIFICATIONS

- a. Each month, the following items shall be accomplished.
 - Activate each zone of the system.
 - Visually check for and report and damaged or malfunctioning or damaged in any way.
 - Clean and/or adjust any heads not functioning properly.
 - Report any valve or valve box that may be malfunctioning or damaged in any way.
 - Leave areas in which repairs or adjustments are made free of debris.
 - Adjust clocks to the watering needs as dictated by weather conditions.
 - Inspect and adjust rain sensors as needed.
 - Insure that all valves are sufficiently marked to allow a person unfamiliar with the system to locate.
 - Provide a monthly written report detailing inspection results by clock and zone.
 - HOA has the right to inspect any parts deemed damaged and are being charged for repairs.
 - Minor irrigation repairs not to exceed \$250 per month shall be automatically approved. Report must be submitted to Management detailing repairs within 48 hours of inspection noting repair needs. Repairs in excess of \$250 per month require proposal and Board Approval.
- b. Irrigation repairs that become necessary, that are over and above the routine maintenance contract, will be done on a time and material basis. All extra repairs are to be estimated when possible and contractor must obtain approval prior to starting the repair work.
- c. Detailed work orders that include location of work, parts used, and time used, will be generated and approved by the HOA.
- d. Service calls required between scheduled visits must be responded to within forty-eight (48) hours.
- e. Damage caused by contractor's crews will be promptly repaired at no charge to the HOA.

EXHIBIT D

PRICING SPECIFICATIONS

Contractor Name: Cepra Landscape

Company Services In-House (Yes or No)	Sub-Contractor used: (Yes or No)	On Staff Certifications & Licenses (Yes or No)	Services area (Central FL, Regional, National)
Maintenance Yes	Maintenance No	Arborist Josh Tankersley ID#	Central FL
Fert & Pest Yes	Fert & Pest No	ID#	Years in Business 8
Irrigation Yes	Irrigation No	Certified Pest Operator Rob Maier ID# JF152443	# of Employees 400
Installation Yes	Installation No	Best Mgmt. Practices Rob Maier ID#	Educational Programs Available Yes
Arbor Care No	Arbor Care Yes	ID# GV001479	Hurricane Plan Yes

Insurance Information:

Yes or No	Yes	1) Workers Compensation for all employees at the statutory limits, and Employers Liability at 500,000/500,000/500,000.
Yes or No	Yes	2) Commercial General Liability coverage for all operations including contractual, products, completed operations and personal injury limits of not less than \$1,000,000 per occurrence, combined single limit, \$2,000,000 Aggregate.
Yes or No	Yes	3) Umbrella or Excess Liability coverage of \$1M providing excess coverage for the underlying General Liability, Auto Liability & Employers Liability.(minimum)
Yes or No	Yes	4) Business Automobile Liability coverage for all owned, non-owned and hired vehicles in limits of not less than \$1,000,000 per occurrence, combined single limits.

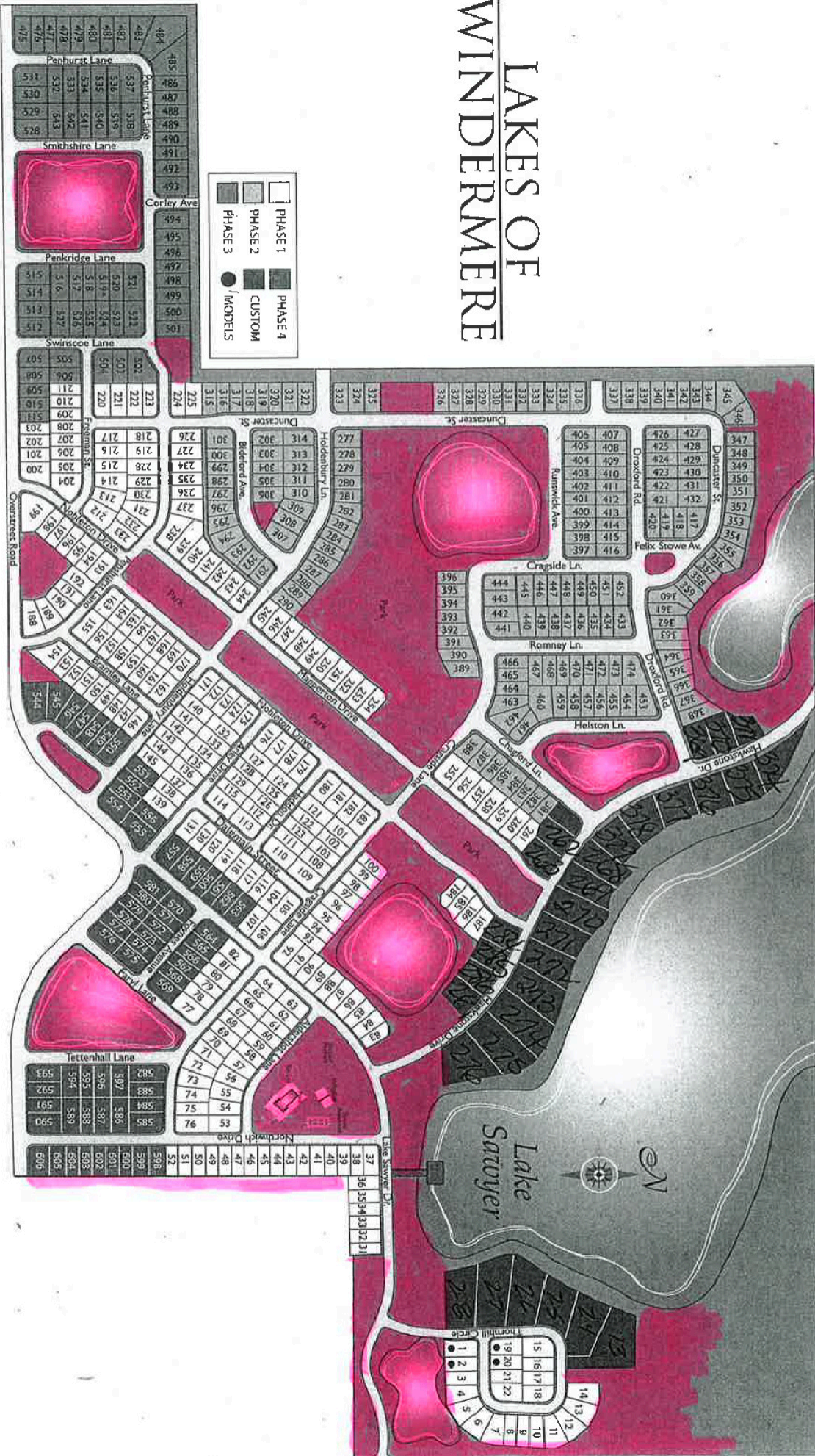
Services Freq & Pricing

Services Freq & Pricing			Palms, Mulch and Flowers are not included * in the monthly services pricing. Those items will be billed when services are completed.
General Maint	# of Visits	52	
	# of Turf mow	42 St Aug / 32 bahia	
	# of Shrub Details	17	
	Price for General Maintenance		\$110,000.00
Irrigation	# of Irri Checks	12	
	Price for Irrigation Checks		\$10,800.00
* Flowers	# of Flowers per Change out	4	
	# of Flower Change outs	615	
	Total Flowers	2460	
	Price for Flower		\$5,535.00
* Mulch	Cu. Yards Mulch	650	
	Price for Mulch		\$35,750.00
Fert & Pest	# of Visits for IPM	52	
	# of Turf Fertilizations	3	
	# of Shrub Fertilizations	2	
	Price for Fertilization		\$12,420.00
* Palm Trees	Palms Qty	3	
	# of Palm Pruning	1	
	Price for Palm Maint.		\$200
Total contract Price			\$ 174,705.00

EXHIBIT E

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