

Grounds Keeping Services Bid Summary

Proposer Name: Paradise Landscapes, Inc.

Basic Services

Total lump sum for all services covered in Request for Proposal:

PROPOSED LUMP SUMS		
	MONTHLY	ANNUAL TOTAL
One Time Remediation	n/a	
5/1/24-12/31/24 Year 1	\$19,400.00	\$232,800.00
1/1/25-12/31/25 Year 2	\$19,400.00	\$232,800.00
1/1/26-12/31/26 Year 3	\$19,400.00	\$232,800.00
Year 4		
Year 5		

The lump sum fee amounts shall be based on the following schedule of values and other reasonable costs.

[TO BE ADDED BY PROPOSER]

Additional Services

Additional services that may be required will be based on a scope of work provided by the Association Representative.

Fee(s) for additional service(s) shall be an amount agreed upon by the Association Representative and the Contractor.

Proposers: **Please prepare and attach a Detailed Grounds Keeping Services Plan.**

Estimate for Haile Village landscape maintenance and irrigation services are stated in contract and Exhibits. The Monthly landscape services fee includes the change outs of the annual beds.

The service schedule is listed on the pricing page (1st page). It is for 42 full-service visits and 8 additional visits for blowing leaf debris, for a total of (50).

Irrigation repairs are \$35 per hour. Management will direct the Contractor's "inspection" locations for 2024 and 2025 for known necessary repairs.

Trim Palm Trees: Cost per palm (\$65) - by request only.

Form Of Grounds Keeper Services Agreement

AGREEMENT FOR THE PROVISION OF GROUNDS KEEPING SERVICES BY AND BETWEEN THE HAILE VILLAGE CENTER OWNERS ASSOCIATION, INC. AND Paradise Landscapes, Inc.

THIS AGREEMENT ("Agreement") is made and is entered into this 22 day of April 2023, by and between:

HAILE VILLAGE CENTER OWNERS ASSOCIATION, INC., a Florida not-for-profit corporate entity registered with State of Florida whose address is 5230 SW 91st Drive Suite C, Gainesville, FL 32608, and Paradise Landscapes, Inc., whose address is 2630 NW 41st Street Suite B Gainesville, FL ("Contractor" and, together with the Association, the "Parties").

RECITALS

WHEREAS, the Association has a need to retain an independent contractor to provide Grounds Keeping services for certain lands owned by the Association; and

WHEREAS, Contractor represents that it is qualified to serve as a Grounds Keeping contractor and provide such services to the Association.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the Association to perform in accordance with the following covenants and conditions, which both the Association and the Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. DESCRIPTION OF WORK AND SERVICES.

- A. The Association desires that the Contractor provide professional Grounds Keeping services within presently accepted standards. Upon the Parties signing this Agreement, the Contractor shall provide the Association with the specific services identified in this Agreement.
- B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible

for coordinating, expediting, and controlling all aspects to assure completion of the services.

- C. The Contractor shall provide the specific professional services as shown in Paragraph 3 of this Agreement.

3. SCOPE OF GROUNDS KEEPING SERVICES. The duties, obligations, and responsibilities of the Contractor described in the Service Area Descriptions and Required Services attached hereto as Exhibit A and incorporated herein by reference and made part of this Agreement. Such services shall be performed in the areas designated in Attachments 1 through 7. The Contractor may perform additional services upon the written request of the Association's Manager consistent with Paragraph 5(B) of this Agreement.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the Association issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the Association and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the Association.

- A. The Contractor agrees that the Association shall not be liable for the payment of any work or services unless the Association, through an authorized representative of the Association, authorizes the Contractor, in writing, to perform such work.
- B. The Association shall designate in writing a person to act as the Association's representative with respect to the services to be performed under this Agreement. The Association's representative shall have complete authority to transmit instructions, receive information, interpret, and define the Association's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
 - 1. The Association hereby designates the Association Manager to act as its representative.
 - 2. Contractor shall designate a competent, authorized representative (the "Authorized Representative") acceptable to Association to represent and act for Contractor and shall inform Association, in writing, of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. Contractor shall keep Association informed of any subsequent changes in the foregoing. The Authorized Representative, site manager, superintendents and/or Directors for services provided herein are all subject to prior and continuous approval of the Association. If, at any time during the term of this Agreement, any of the personnel either functionally or nominally performing any of the positions

named above, are, for any reason whatsoever, reasonably unacceptable to the Association, Contractor shall replace the unacceptable personnel with personnel reasonably acceptable to the Association.

The Contractor agrees that the Authorized Representative will meet with the Association's representative on a monthly basis to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. In addition to any and all specific items addressed during such meetings, a Monthly Groundskeeper's Maintenance Checklist shall be completed and executed by both the Authorized Representative and Association's Representative at the conclusion of such meeting. The Association may withhold payment in whole or in part to the extent necessary to reasonably protect the Association, if significant performance deficiencies are documented per executed Checklist.

- C. If time is lost due to heavy rains or inclement weather ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any such Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days but shall not be required to provide services on Sundays.
- D. Contractor shall use all due care to protect the property of the Association, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within **five (5) business days..** Such repairs shall be at the Contractor's own expense unless the Association agrees otherwise, in writing.
- E. All maintenance work will be done on a routine schedule that is sensitive to the overall function of the property.
 - 1. All Work will be performed during the normal business week of Monday through Friday and between the hours of 7am and 7pm unless otherwise stipulated.
 - 2. All work shall be performed professionally in accordance with generally accepted horticultural practices.
 - 3. The Association's manager, Bobbie Jo Blackwell, may be the representative of the Association for the purpose of verifying that work performed by Contractor is done according to this Agreement.
 - 4. Contractor will 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 equal employment opportunity legislation.
 - 5. All work performed shall be done in strict accordance with the Association's

specifications and applicable laws of Alachua County, the State of Florida, and the Federal EPA.

6. Contractor shall pay all local, state and federal taxes, if any, applicable to this Agreement, the Services performed pursuant to this Agreement, and the compensation paid to the Contractor.
7. Contractor will reimburse the Association for damages by Contractor to Association personal and/or real property due to Contractor's negligence. The Contractor shall be solely responsible for all damages, injury or destruction to persons (including death) or property that occurs as a proximate result of any act, omission or negligence of the Contractor, or its agents, officers, directors, and employees, and the Contractor shall defend, indemnify and hold harmless the Association there from.
8. Contractor shall notify the Association and the Association shall secure the approval of any owners of real property the Contractor shall require access to in the course of performing work under this Scope of Work.

F. Miscellaneous Requirements

1. All labor and material is warranted for a period of one (1) year from the date of installation.
2. Contractor will be responsible for correcting all deficiencies found by Association's representatives within three (3) working days and prior to invoice submittal.
3. Association's representative may physically inspect and approve all work within 30 days after completion of the work.
4. Notwithstanding the above, before performing any work the Contractor affirms that they are familiarized with plans and all general notes and requirements as specified. There shall be no deviation from plans unless authorized in writing. No extra work shall be allowed unless a prior written authorization is received from the Association.
5. Contractor will supply its own electric power as necessary unless otherwise instructed by Association.
6. Contractor may be fined up to \$100.00 per day for non-conformances not corrected within a reasonable amount of time.
7. At all times, Contractor must:
 - a. Construct, operate, and maintain a safe and healthful work environment.
 - b. Provide its employees with the protective clothing, equipment, training, and safety devices necessary to ensure compliance with relevant State and Federal

Safety and Health standards.

8. Contractor may supply Association with a chemical information list and all MSDS sheets if requested prior to starting work.
9. Where applicable, Contractor will provide Association with a fall protection plan as required by the c u r r e n t OSHA fall protection standards.
10. A Quality Control Checklist for proper grounds maintenance will be developed and completed by the Contractor and submitted to the Association each week.
11. The following shall not be allowed on Association's property:
 - a. Alcohol or illegal drugs of any kind.
 - b. Loud or offensive music.
 - c. Pets or animals.
 - d. Firearms.
 - e. Any non-employee under 18 years of age.
12. Contractor shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Contractor and Association's standards.
 - a. Compliance with Occupational Safety and Health Act (O.S.H.A.) All material, equipment, etc. to be used by the Contractor in the performance of the Services shall conform to all OSHA requirements. The Contractor shall defend, indemnify and hold harmless the Association for any failure by the Contractor to comply with those requirements.
 - b. Contractor is responsible for the daily personal appearance of landscape personnel. Contractor shall provide seasonal uniforms and weather-appropriate protective clothing necessary to support continuous performance of contract requirements.
 - c. Grounds keeping personnel are prohibited from carrying weapons of any kind, including but not limited to: firearms, nightsticks, martial arts weapons or equipment, batons or any chemical agent spray or liquid.
 - d. Contractor shall agree to remove from the site, whenever required to do so by the Association, any employee considered by Association to be unsatisfactory or undesirable to the Association, within the limits of any applicable laws.
 - e. Contractor shall administer all cost accounting and billing relative to this contract.
 - f. Contractor must have an emergency phone contact available twenty-four (24)

hours per day for major irrigation repairs and leaks and the contact must speak and understand the English language fluently.

- g. Contractor must be on-site within two (2) hours when notified of a major irrigation break as may be requested by the Association.
 - h. Contractor must attend Association meetings of the Board of Directors when requested. Contractor must provide priority emergency clean up services after named storms.
 - i. Contractor is responsible for providing a written report to the Association within 180 days of start date of contract outlining any deficiencies in the irrigation system. The Association is responsible for any necessary repairs listed on the Contractor's report, only as approved by the Board of Directors.
 - j. Contractor is responsible for providing a written report to Association within 180 days of start date of contract identifying any dead turf and/or plant material (trees in excess of fifteen feet in height are excluded) present in the areas to be maintained. After day 180, if the Association has repaired the irrigation system as called for above, the Contractor is responsible for replacement of any additional dead turf and/or plant material in the areas to be maintained that is not caused by age, non-Contractor vehicle damage, vandalism, or Acts of God. The Association is responsible for replacing dead turf/plant material identified in Contractor's report, which shall include photos or video demonstrating that dead plant material was dead or distressed at the start of the contract period.
 - k. Contractor shall assign a site manager to the property that shall be responsible for the on- site supervision of Contractors personnel and services being rendered.
13. The site manager shall communicate with the Association Manager at least monthly and such communication shall include, but not limited to the following:
- a. Detailed ~~weekly~~ reports of work performed, and detailed and dated enumeration of problems encountered, during service performance, and recommendation for solution.
 - b. Detailed ~~monthly~~ irrigation reports from irrigation inspection, including any corrective action taken or recommended. (Quarterly)
 - c. Detailed and dated account of any materials or service incorporated into work that will be billed for as an extra charge. All extra work that incurs a cost must be approved in advance.

- d. Detailed and dated account of any materials or service incorporated into work that will be billed for as an extra charge. All extra work that incurs a cost must be approved in advance.
- e. All of the above reports and accounts will be delivered to the Association Manager along with the invoice for the prior month's services; ~~invoice will not be processed for payment until reports are received.~~

5. COMPENSATION; TERM.

- A. As compensation for the services described in this Agreement, HVCOA agrees to pay the Contractor an amount not to exceed Nineteen thousand four hundred dollars and 00/100 Dollars (\$ 19,400) per month for a total annual fee not to exceed Dollars (\$ \$232,800) for the first year of Contractor's services beginning on May 1, 2024 and ending on December 31, 2024, and thereafter monthly amounts in accordance with the following schedule through December 31, 2026, unless terminated earlier in accordance with Paragraph 14, below. If renewed prior to October 1, 2026 and October 1, 2027 for two additional twelve month periods, compensation for each year shall be in accordance with the following schedule:

Renewal rate after December 31, 2026: TBD.

- B. All prior agreements between the parties, if any existed, with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement. If the Association should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing. No additional services shall be provided by the Contractor unless done at the direction of the Association.
- C. The Association may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the Association by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the Association shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the Association, that any indebtedness of the Contractor, as to services to the Association, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of

employees.

- D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the Association, in writing, which shall be delivered or mailed to the Association by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within thirty (30) days of receipt by the Association. Each monthly invoice will include such supporting information as the Association may reasonably require the Contractor to provide.

6. INSURANCE.

- (1) The Contractor shall maintain throughout the term of this Agreement the following insurance: Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability, and including, at a minimum, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- A. The Association, its staff, consultants and Directors shall be named as additional insureds. The Contractor shall furnish the Association with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the Association unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the Association. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- B. If the Contractor fails to have secured and maintained the required insurance, the Association has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the Association's obtaining the required insurance.

7. INDEMNIFICATION.

- A. Obligations under this paragraph shall include the payment of third party settlements, judgments, damages, penalties, forfeitures, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor agrees to defend, indemnify, and hold harmless the Association and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any third party for injuries, death, property damage or damages of any nature, arising out of, or in connection with, the work to be performed by Contractor under this Agreement, including litigation or any appellate proceedings with respect thereto. Any subcontractor retained by the Contractor shall acknowledge in writing such subcontractor's acceptance of the terms of this Section 7.

8. WARRANTY AND COVENANT. The Contractor warrants to the Association that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Services for a period of one (1) year after acceptance by the Association or longer as may be required under Florida law. With respect to any and all plant material provided by Contractor, all such plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the Association those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in this Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the Association's satisfaction and in the Association's discretion. Neither final acceptance of the Services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services or materials are found to be defective, deficient, or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the Association and correct and pay for any other damage resulting therefrom to Association property or the property of landowners within the Association. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the Association. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the Services.

Contractor hereby covenants to the Association that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and

zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the Association that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the Association.

9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the Association in writing within five days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the Association may terminate this Agreement for cause as provided in Section 14 and such termination is to be effective immediately upon the giving of notice of termination.

10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the Association's property free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the Association, in addition to any and all other remedies available under this Agreement, may terminate this Agreement for cause as provided in Section 14 and such termination is to be effective immediately upon the giving notice of termination.

11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The Association shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the Association's right to protect its rights from interference by a third party to this Agreement.

12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the Association shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the Association in refraining

from so doing; and further, that the failure of the Association at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions of this Agreement, or as having in any way modified or waived the same.

13. SUCCESSORS. This Agreement may inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Contractor with the Association's consent which shall not be unreasonably withheld.

14. TERMINATION. The Contractor may terminate this Agreement with or without cause by providing thirty (30) days written notice of termination to the Association. The Association may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The Association may terminate this Agreement without cause upon thirty (30) days written notice of termination. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the Association may have against the Contractor.

15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the Association shall be obtained and paid for by the Association. All other permits or licenses necessary for the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

16. ASSIGNMENT. Neither the Association nor the Contractor may assign this Agreement without the prior written approval of the other, provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor. Any purported assignment without such prior written approval shall be void.

17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the Association under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the Association and the Contractor shall have no authority to represent the Association as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

19. ENFORCEMENT OF AGREEMENT. In the event that either the Association or the

Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Association and the Contractor relating to the subject matter of this Agreement.

21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Association and the Contractor.

22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Association and the Contractor, both the Association and the Contractor have complied with all the requirements of law, and both the Association and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the Association:

Haile Village Center Owners Association, Inc.
5230 SW 91st Drive Suite C
Gainesville, FL 32608
Attn: Board of Directors
info@hailevillagecenter.com

With a copy to:

Management

B. If to the Contractor:

Email: mark@paradise-landscapes.com

Attn: Mark Stallo, Owner

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Association and counsel for the Contractor may deliver Notice on behalf of the Association and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other party and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Association and the Contractor, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Association and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Association and the Contractor and their respective representatives, successors, and assigns.

25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in Alachua County, Florida.

26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Association and the Contractor as an arm's length transaction. The Association and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective

counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, each party is deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective the day and year first written above.

Attest:

HAILE VILLAGE CENTER OWNERS ASSOCIATION, INC.

Jeff Price

President, Board of Directors

Witness:

Jeffrey Price
dotloop verified
05/01/24 10:08 AM EDT
U11Z-CRF8-FHYP-QJPH

(Signature of Witness)

By: *Bobbie Jo Blackwell, on behalf of the Board*
Its: Manager
dotloop verified
04/22/24 4:25 PM EDT
7MSC-L02D-SYLD-IDAE

Mark Stallo, President

By:

Mark Stallo
dotloop verified
05/15/24 8:36 AM EDT
8NUV-YNHA-EYXD-QO08

Exhibit A – Service Area Descriptions and Required Services

Attachment 1 – The Village Center

Attachment 2 – The Village Center Common Areas

Attachment 3 – The Forested Edge

Attachment 4 – SW 91st Street Buffer

Attachment 5 – SW 91st Street North & Haile Boulevard

Attachment 6 – SW 91st Street South

Attachment 7 – Haile Boulevard Medians

Exhibit B – Detailed Specifications

EXHIBIT A: SERVICE AREA DESCRIPTIONS AND REQUIRED SERVICES

EXHIBIT A

Service Area Descriptions And Required Services

1. THE VILLAGE CENTER

THE VILLAGE CENTER boundaries are delineated in **Attachment 1** of this **Exhibit**. Areas within the boundary include:

- A mix of residential and non-residential uses; and
- An interconnected network of narrow streets that form small blocks; and
- Continuous sidewalks along each block face with the fewest possible driveway crossings; and
- Small residential lots with rear access alleys ensuring the fewest possible curb cuts and vehicular encroachments into pedestrian sidewalk spaces; and
- Buildings pulled next to the sidewalks, not pushed behind large hot parking lots; and
- Parking lots placed in the rear of buildings rather than in front; and
- On-street parking lining each block to provide easy access to buildings while also serving as a protective barrier between moving vehicles and pedestrians on sidewalks; and
- A consistent row of street trees lining both sides of every street providing, among other things, cooling shade from Florida's intense sun.

Services required for proper maintenance of this area includes:

- a) Weekly mowing and edging of grass ground cover areas in the months of April through September and bi-weekly in the remaining months of each year; and
- b) Monthly trimming of weeds extending above the jasmine groundcover; and
- c) Weekly edging of the jasmine groundcover areas in the months of April through September and bi-weekly in the remaining months of each year to maintain the jasmine ground cover within defined areas; and
- d) Weekly collection and removal of leaves, sticks and branches from all common areas; and
- e) Bi-weekly eradication or removal of weeds from planting beds, jasmine and grass groundcover areas and hardscapes; and
- f) Bi-weekly pruning of shrubs in the months of April through September and bi-monthly in the remaining months of each year to promote healthy growth while maintaining a manicured appearance; and
- g) Monthly pruning of trees to provide 12 feet of clearance over sidewalks, streets and alleys for vehicles, pedestrians, and bicyclists; and
- h) Annual dead limb removal and any needed structural and weight reduction pruning of all trees within common areas; and
- i) Annual trimming of all palm trees in common areas; and
- j) Periodic application of appropriate fertilizers and pesticides to all ground covers, shrubs, and trees in common areas; and

- k) Periodic application of appropriate herbicides for the control of weeds within planting beds, grass areas and hardscapes; and
- l) Monthly removal of all harmful invasive plant species; and
- m) Ensure the proper operation of the existing irrigation system serving all common areas; and
- n) Seasonal trimming of fig ively on the north side of Haile Village Hall.

2. THE FORESTED EDGE

THE FORESTED EDGE is a 7.13 acres area running along the western edge of THE VILLAGE CENTER and is depicted in **Attachment 3** of this **Exhibit**. It has one large open area covered with grass ground cover requiring regular mowing. It also has asphalt pedestrian trails and a small area with planted shrubs requiring regular trimming. Most of THE FORESTED EDGE acreage is covered in a variety of unplanted tree species that constitute a densely shaded forest. Jasmine (most likely *Asiatic* Jasmine) provides a beautiful under story ground cover for a significant portion of the forested area.

Management goals for this entire area are to maintain its beauty through regular removal of fallen branches and sticks within designated areas, timely mowing of the grass area, elimination of vines other than jasmine, promoting the health of trees within the forested areas and ensuring the safety of HVCOA members and guests through timely structural trimming and removal of diseased and dead limbs of trees within areas regularly accessible to HVCOA members and guests.

This area includes:

- a) One large open space area covered in Bahia grass; and
- b) A stormwater dry retention area; and
- c) A swale or creek running from south to north into which all collected stormwater of THE VILLAGE CENTER is discharged and then conveyed by surface flow within the swale or creek to the off-site golf course lying north of THE FORESTED EDGE and THE VILLAGE CENTER; and
- d) An asphalt walking trail running north and south; and
- e) An asphalt walking trail running east and west connecting to the Magnolia Walk neighborhood lying west of THE FORESTED EDGE; and
- f) An asphalt walking trail running east and west connecting to Indigo Square neighborhood lying west of THE FORESTED EDGE; and
- g) A swimming pool and clubhouse owned and maintained by a separate entity; and
- h) A large storage shed owned by the Association; and
- i) An extensive forested area extending west to the neighborhoods of Magnolia Walk, Indigo Square, and Spalding Place; and
- j) Large areas covered in jasmine providing beautiful understory vegetation and ground cover inhibiting soil erosion.

Services required for proper maintenance of this area include:

- a) Monthly cutting of all vines except jasmine, to prevent their harmful and unsightly growth on trees and shrubs, thereby ensuring that the growth and health of trees and shrubs are not inhibited by vines that would otherwise interrupt the photosynthesis that is essential to the health of all trees and shrubs; and

- b) Bi-weekly edging of grass and jasmine along the asphalt trails; and
- c) Monthly tree limbing to maintain a minimum of 15 feet of clearance over the asphalt trail and within 5 feet of each side of the trails; and
- d) Weekly mowing of areas with grass groundcover in the months of April through September and bi-weekly in the remaining months of each year; and
- e) Monthly trimming of weeds extending above the jasmine groundcover; and
- f) Weekly removal of all harmful invasive plant species; and
- g) Monthly trimming of shrubs east of the asphalt trail segment running north and south; and
- h) Monthly trimming or removal of vegetation from the dry retention area; and
- i) Monthly trimming of vegetation within the length of swale or creek not covered in jasmine; and
- j) Monthly trimming of all shrubs adjacent to the swimming pool and clubhouse; and
- k) Monthly weeding of all planting beds adjacent to the swimming pool and clubhouse; and
- l) Weekly collection and removal of all fallen limbs or branches lying in all open areas (i.e., areas not forested) and within the first 20' of forested areas adjacent to asphalt trails and open areas; and
- m) Annual dead limb and any needed structural tree trimming of trees within 20 feet of the asphalt trails; and
- n) Annual trimming of all palm trees adjacent to the swimming pool and clubhouse; and
- o) Ensure monthly the proper operation of the existing irrigation system serving this area.

3. THE SW 91ST STREET BUFFER

THE SW 91ST STREET BUFFER is a strip of land of varying width lying between an asphalt pedestrian trail and THE VILLAGE CENTER beginning at the northern end of THE VILLAGE CENTER and extending south to SW 51ST Road as depicted in **Attachment 4** of this Exhibit. THE SW 91ST STREET BUFFER contains a variety of trees and shrubs intended to provide cooling shade for trail users and a visual buffer from SW 91ST Street for adjacent residences within THE VILLAGE CENTER. It is not intended to be manicured and is instead to be allowed to grow mostly without trimming other than where needed to prevent encroachment into the pedestrian trail space lying to the east and over alleyways lying to the west of THE SW 91ST STREET BUFFER, and where appropriate to promote denser vegetation and to prevent plantings from becoming spindly and unhealthy. The overarching goal is to ensure the health of existing and planted vegetation to provide maximum buffering for residents to the west.

This area includes:

- a) A wide variety of trees; and
- b) Many shrubs, primarily viburnum and ligustrum.

Services required for proper maintenance of this area includes:

- a) Monthly cutting of all vines to prevent their harmful and unsightly growth on trees and shrubs, thereby ensuring that the growth and health of trees and shrubs are not inhibited by vines that would otherwise interrupt the photosynthesis that is essential to the health of all trees and shrubs; and

- b) Monthly tree limbing and shrub trimming to maintain a minimum of 15 feet of clearance over the asphalt trail to the east and over alleyways lying to the west; and
- c) Weekly removal of all harmful invasive plant species; and
- d) Weekly removal of fallen limbs or branches; and
- e) Annual dead limb removal and any needed structural trimming of trees; and
- f) Monthly edging along the edges of the asphalt trail to the east and alleyways to the west; and
- g) Weekly removal of excess buildup of leaves; and
- h) Ensure monthly the proper operation of the existing irrigation system serving this area.

4. SW 91ST STREET NORTH & HAILE BOULEVARD

The SW 91ST STREET NORTH & HAILE BOULEVARD area runs along SW 91st Street beginning at the northern limits of THE VILLAGE CENTER south to Haile Boulevard and then west along the northern edge of Haile Boulevard to the western most limits of THE VILLAGE CENTER as depicted in **Attachment 5** of this Exhibit. The area is bounded by the SW 91st Street and Haile Boulevard pavement edges on one side and fencing on the other.

This area includes:

- a) Bahia grass ground cover; and
- b) A variety of large trees.

Services required for proper maintenance of this area includes:

- a) Weekly collection and removal of fallen tree limbs or branches; and
- b) Weekly mowing of the Bahia grass areas in the months of April through September and bi-weekly in the remaining months of each year; and
- c) Monthly tree limbing and shrub trimming to maintain a minimum of 15 feet of clearance over the asphalt trail; and
- d) Monthly cutting of all vines to prevent their harmful and unsightly growth on trees and shrubs, thereby ensuring that the growth and health of trees and shrubs are not inhibited by vines that would otherwise interrupt the photosynthesis that is essential to the health of all trees and shrubs; and
- e) Annual dead limb removal and any needed structural trimming of trees; and
- f) Monthly edging along the edges of the asphalt trail; and
- g) Weekly removal of excess buildup of leaves; and
- h) Twice annual fertilization of the Bahia grass; and
- i) Weekly removal of all harmful invasive plant species; and
- j) Ensure monthly the proper operation of the existing irrigation system serving this area.

5. SW 91ST STREET SOUTH

The SW 91ST STREET SOUTH area contains three strips of land owned by the Association and depicted in **Attachment 6**, of this Exhibit as Segments 1 through 3. Segment 1 begins approximately 880 feet south

of Haile Boulevard and continues south to SW 61st Avenue. Segment 2 begins south of SW 61st Avenue and runs south to SW 65th Place. Segment 3 begins on the south side of SW 65th Place and continues south to Archer Road. Grounds keeping services are to be provided from the edge of SW 91st Street pavement west to the nearest fence or tree line.

This area includes:

- a) Bahia grass ground cover; and
- b) Several small trees.

Services required for proper maintenance of this area includes:

- a) Weekly collection and removal of fallen tree limbs or branches; and
- b) Weekly mowing of the Bahia grass areas in the months of April through September and bi-weekly in the remaining months of each year; and
- c) Monthly edging along asphalt trail.

NOTE: This section must be priced separately in your bid. It is possible that the Association may divest itself of this area and upon divestiture or sale, that portion of any contracted fee concerning this area will immediately cease.

6. HAILE BOULEVARD MEDIANS

The HAILE BOULEVARD MEDIANS area contains two medians in the middle of Haile Boulevard identified in **Attachment 7** to this Exhibit. Median 1 contains only grass while Median 2 contains grass and additional plants.

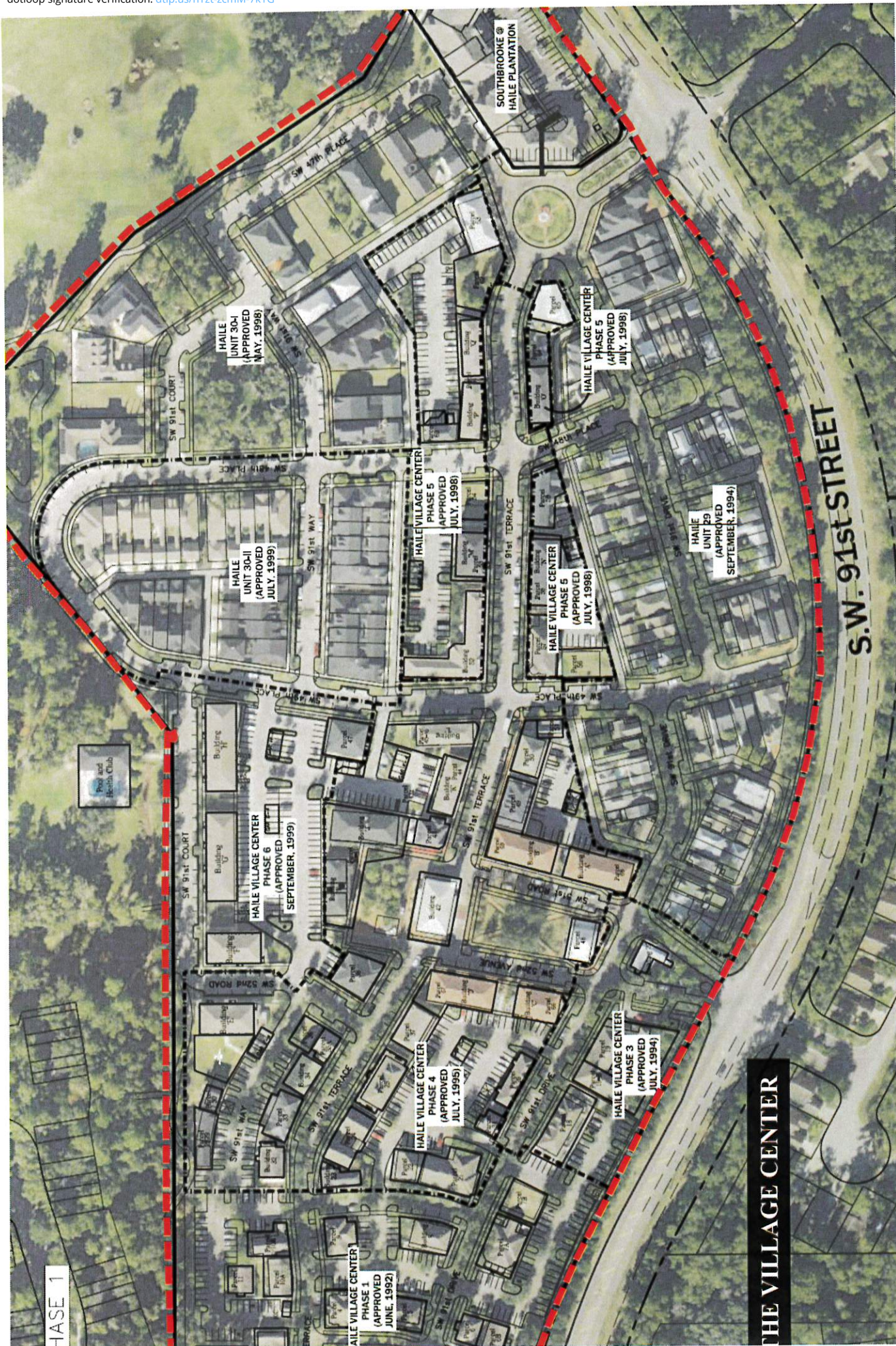
This area includes:

- a) Grass ground cover; and
- b) 3 mature Crape Myrtle trees; and
- c) Juniper shrubs; and
- d) Liriope.

Services required for proper maintenance of this area includes:

- a) Weekly collection and removal of any tree limbs or branches; and
- b) Weekly mowing and edging of the grass areas in the months of April through September and bi-weekly in the remaining months of each year; and
- c) Monthly weeding of the planted beds.

MAPS
ATTACHMENTS 1 through 7



HASE 1

HAILE VILLAGE CENTER
PHASE 1
(APPROVED
JUNE, 1992)

HAILE VILLAGE CENTER
PHASE 4
(APPROVED
JULY, 1995)

HAILE VILLAGE CENTER
PHASE 3
(APPROVED
JULY, 1994)

HAILE VILLAGE CENTER
PHASE 6
(APPROVED
SEPTEMBER, 1999)

HAILE VILLAGE CENTER
PHASE 5
(APPROVED
JULY, 1998)

HAILE VILLAGE CENTER
PHASE 5
(APPROVED
JULY, 1998)

HAILE VILLAGE CENTER
PHASE 5
(APPROVED
JULY, 1998)

HAILE VILLAGE CENTER
PHASE 5
(APPROVED
JULY, 1998)

HAILE
UNIT 30-I
(APPROVED
MAY, 1998)

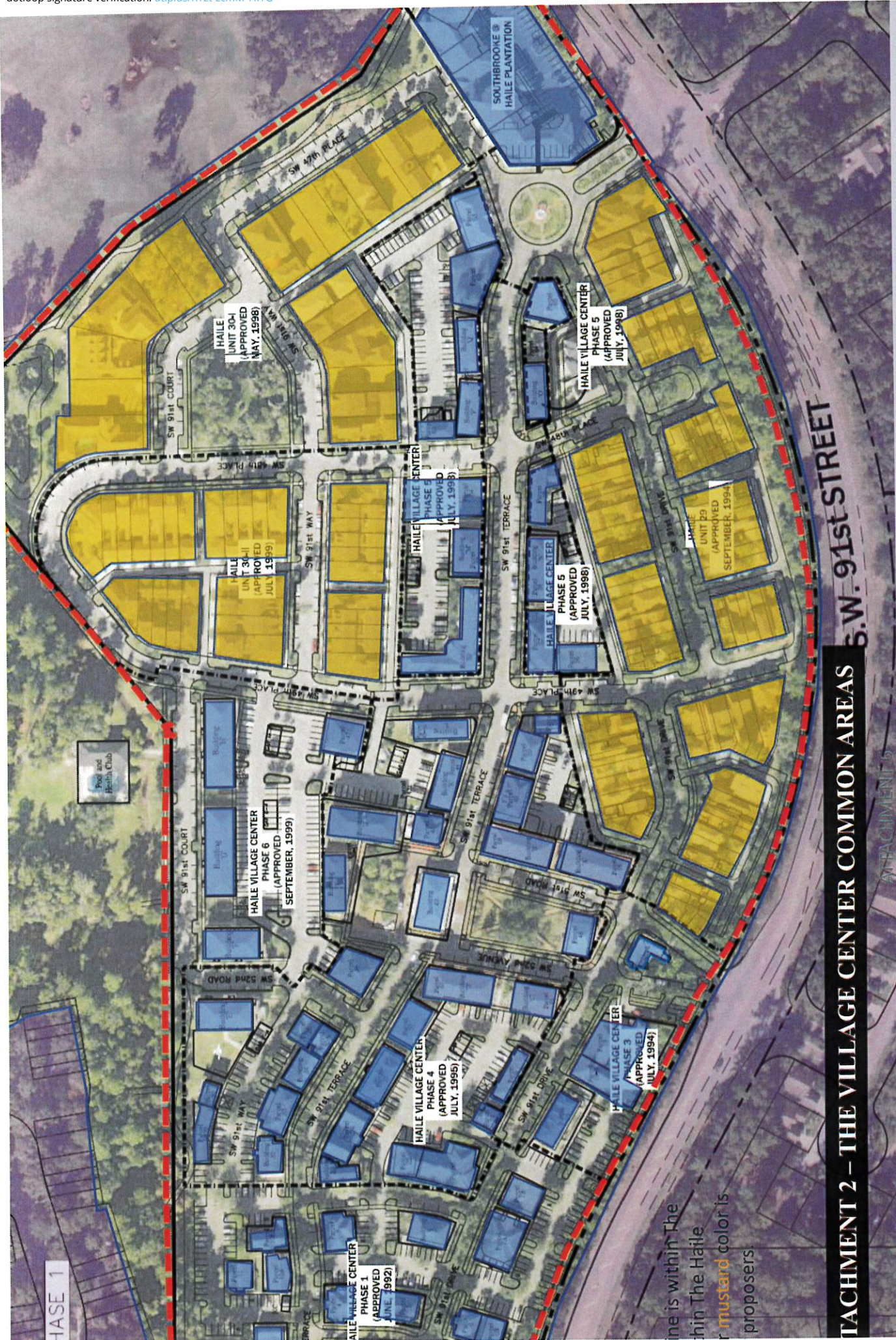
HAILE
UNIT 30-II
(APPROVED
JULY, 1999)

HAILE
UNIT 29
(APPROVED
SEPTEMBER, 1994)

SOUTHBROOKE @
HAILE PLANTATION

THE VILLAGE CENTER

S.W. 91st STREET





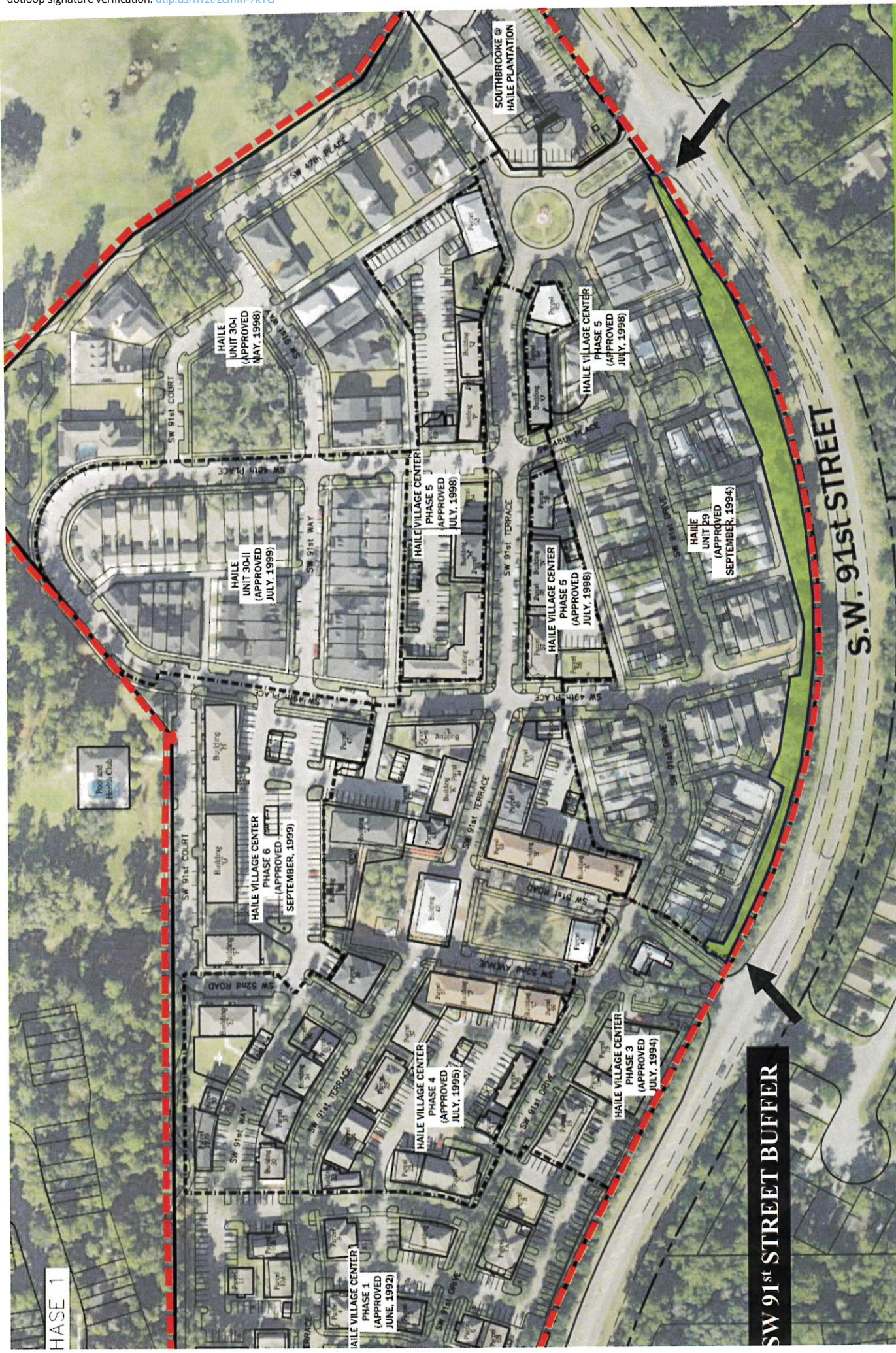
THE FORESTED EDGE

THE VILLAGE CENTER

THE FORESTED EDGE

Legend

Areas shown in green require mowing.
Area shaded in brown is The Village Center.





Segment 3



Segment 2



W 91st STREET SOUTH

EXHIBIT B: DETAILED SPECIFICATIONS FOR GROUNDS KEEPING SERVICES

General Services

1. Mowing: The height of the cut will be set at approximately three inches. Mowing wet grass shall be avoided when possible. Mower blades must be sharp so that the cut grass edge is clean and not ragged. All mowing equipment shall be maintained to ensure that mower decks remain level with the ground to avoid scalping.
2. Edging of all sidewalks, curbs, pathways and other paved surfaces will be done in conjunction with the mowing operations. Edging is to be defined as outlining and/or removing turf or jasmine from the borders by use of a mechanical edger.
3. Trimming around non-vegetative obstacles within finished turf areas will be completed during each mowing visit by use of chemicals, string trimmer or other mechanical means.
4. All plant beds will be kept reasonably free of weeds and excess growth with respect to site conditions and time of year. Weeding will be accomplished by hand pulling and/or herbicide application. All weeds in sidewalk or pavement areas will be chemically controlled or removed as required with Round-Up or equivalent at a ratio of 3 ounces per gallon of water.
5. Sidewalks, curbs and other paved surfaces adjacent to turf, jasmine and/or other landscaped elements will be kept clean of unwanted landscape debris using forced air machinery.
6. Cleaning up and removal of storm damage debris, fallen trees, tree limbs, or other excessive debris from trees will be done as needed.
7. All turf, shrubs, ornamentals and groundcovers will be monitored for pests, disease and nutrient problems and treated accordingly when found.
8. Shrubs will be fertilized twice (2) annually with fertilizer and Merit or Athene for pest control. Granular or liquid products may be used depending upon weather conditions.
9. Turf grasses shall be fertilized twice (2) annually with granular or liquid products depending upon weather conditions.
10. Mulched planting beds and tree saucers shall be replenished on an annual basis.
11. Forced air machinery or brooms shall be used to move all landscape debris on streets, parking areas, curbs, sidewalks, paved trails and any other hardscapes within common areas, generated by mowing and shrub trimming and shall be immediately swept and/or blown away from buildings, planting beds and cars, collected and removed from Association property. Clippings and debris shall never be blown into storm water inlets or jasmine beds.

12. All areas shall be kept free of grass clumps and excess debris.
13. Inspection, necessary cleaning and adjustment of irrigation system components on the property will be done on a monthly basis.
14. The Contractor will haul away all landscape debris generated during the performance of this Scope of Work.

Turf Care - St. Augustine Sod

1. Fertilizers containing nitrogen must have a minimum of 50% of the nitrogen in a slow release format and may not be applied (a) in the months of July through February, (b) when soils are saturated or before heavy rain, and (c) for the first 30 day after seeding or sodding (except when hydro-seeding for erosion control).
2. Fertilizers containing phosphorus are prohibited unless a deficiency is verified by a soil or tissue test.
3. Apply ____ (____) applications of insect control in the months of _____. [Proposers to include recommended applications in submitted proposal]
4. Apply ____ (____) applications of disease control in the months of _____. [Proposers to include recommended applications in submitted proposal]
5. Supplemental/additional insecticide applications will be provided in addition to the normal preventative program as needed to provide control.
6. Apply reduced quantities of irrigation water during the winter season to reduce the potential for fungus and associated disease problems.
7. All fertilizers utilized under this program will be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application. A sample of the soil product should be taken to determine best mix of fertilization at least twice (2) per year.
8. Additional applications of insecticide, if necessary, may be done to control Chinch Bugs, Army Worms, Sod Webworms, and Grubs.
9. Weeds of the broadleaf variety Sedge and "grassy" type in turf areas are to be eliminated by treatment spring and fall or as otherwise necessary on a more frequent basis as required to maintain healthy and beautiful grass.
10. Fertilizer shall be customized as deemed necessary by the Contractor to accommodate the existing soil conditions.
11. Provide Association manager with prior notice when and where fertilizers, herbicides and insecticides are to be applied and the type and quantity of material used through a service ticket following application.

Turf Care – Bahia Sod

1. Fertilizers containing nitrogen must have a minimum of 50% of the nitrogen in a slow release format and may not be applied (a) in the months of July through February, (b) when soils are saturated or before heavy rain, and (c) for the first 30 day after seeding or sodding (except when hydro-seeding for erosion control).

2. Fertilizers containing phosphorus are prohibited unless a deficiency is verified by a soil or tissue test.
3. Apply reduced quantities of irrigation water during the winter season to reduce the potential for fungus and associated disease problems.
4. All fertilizers utilized under this program will be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application. A sample of the soil product should be taken to determine best mix of fertilization at least twice (2) per year.
5. Additional applications of insecticide, if necessary, at no additional cost to the Association, will be done to control Chinch Bugs, Army Worms, Sod Webworms, and Grubs.
6. Weeds of the broadleaf variety Sedge and "grassy" type in turf areas are to be eliminated by treatment spring and fall or as otherwise necessary on a more frequent basis as required to maintain healthy and beautiful grass.
7. Apply applications of insect control as needed.
8. Apply applications of insect and disease control as needed.
9. Fertilizer shall be customized as deemed necessary by the Contractor to accommodate existing soil conditions.
10. Provide Association manager with prior notice when and where fertilizers, herbicides and insecticides are to be applied and the type and quantity of material used through a service ticket following application.

Turf Warranty

If the grass covered under this turf care program dies, the affected grass will be replaced by the Contractor at no charge to the Association. However, the Contractor's liability will be limited to conditions it can reasonably control. Conditions that are considered beyond the Contractor's reasonable control are:

1. Nematodes, diseases, insects and weeds that are untreatable with currently available chemicals.
2. Lack of sufficient water due to Gainesville Regional Utility's failure to supply.
3. Acts of God.

Tree and Shrub Care

1. Apply two (2) applications of a custom blended fertilizer in February/March and September/October.
2. Apply applications of insect and disease control as needed.
3. Fertilization and control of insects and disease on shrub and palms trees is limited on plants up to twenty-five (25) feet. All trees over twenty-five (25) feet in height are specifically excluded from this scope of work.
4. Fertilizer shall be customized as deemed necessary by the Contractor to accommodate the existing soil conditions.
5. Any time the Contractor is applying fertilizer, herbicide, pesticide or any other landscape chemicals; they shall have at least one employee supervising this application who is certified in Best Management Practices by the University of Florida Institute of Food and Agricultural Sciences and the Florida Department of Environment Protection.
6. Provide Association manager with prior notice when and where fertilizers, herbicides and insecticides are to be applied and the type and quantity of material used through a service

ticket following application.

Tree and Shrub Warranty

If a plant or tree dies from insect or disease damage it will be replaced with one that is of a similar variety and caliper acceptable to the Association and shall have a one-year warranty.

Exclusions to this warranty are:

1. Pre-existing uncorrectable conditions. Note: Contractor accepts all pre-existing conditions unless Contractor and the Association agree that uncorrectable conditions exist and establish an accounting of the uncorrectable conditions.
2. Nematodes, borers, and locusts.
3. Acts of God.
4. Diseases and insects that are untreatable with currently available chemicals. Note: Contractor agrees to treat with success all diseases and insects unless the Contractor and the Association agree that certain diseases and insects are untreatable and establish an accounting of the untreatable diseases and insects.
5. Soil contamination unless the soil has been contaminated by the Contractor.

Bedding Plant Care

1. All annual bed planting on the property will be changed three (3) times per year during the months agreed to by the Association and the Contractor.
2. The contents of all annual beds on the property will be changed three (3) times annually; plant type will be dependent upon the growing season.
3. The Association will establish a yearly plan for annual changes with the Contractor.
4. Soil change will be completed twice per year in the months of April and October.
5. All beds will be cleaned, and hand or machine cultivated prior to the installation of new plants.
6. A granular time-release fertilizer and a granular systematic fungicide will be added to the bedding soil at the time of installation.
7. Follow-up applications of fertilizer, fungicide and insecticide will be done as needed to maintain healthy and beautiful plants.
8. Fertilizer shall be customized as deemed necessary by the Contractor to accommodate the
9. Existing soil conditions.
10. Need verification that application has been applied in the form of a service ticket stating type of turf, type and quantity of materials used.

Bedding Plant Warranty

Any bedding plant that dies due to insect damage or soil born disease will be replaced by the Contractor under warranty at no charge to the Association.

Exclusions to this warranty are:

1. Aerial diseases. **Note:** Contractor agrees to treat with success all aerial disease unless the Contractor and the Association agree that certain diseases are Untreatable and establish an accounting of the untreatable disease.

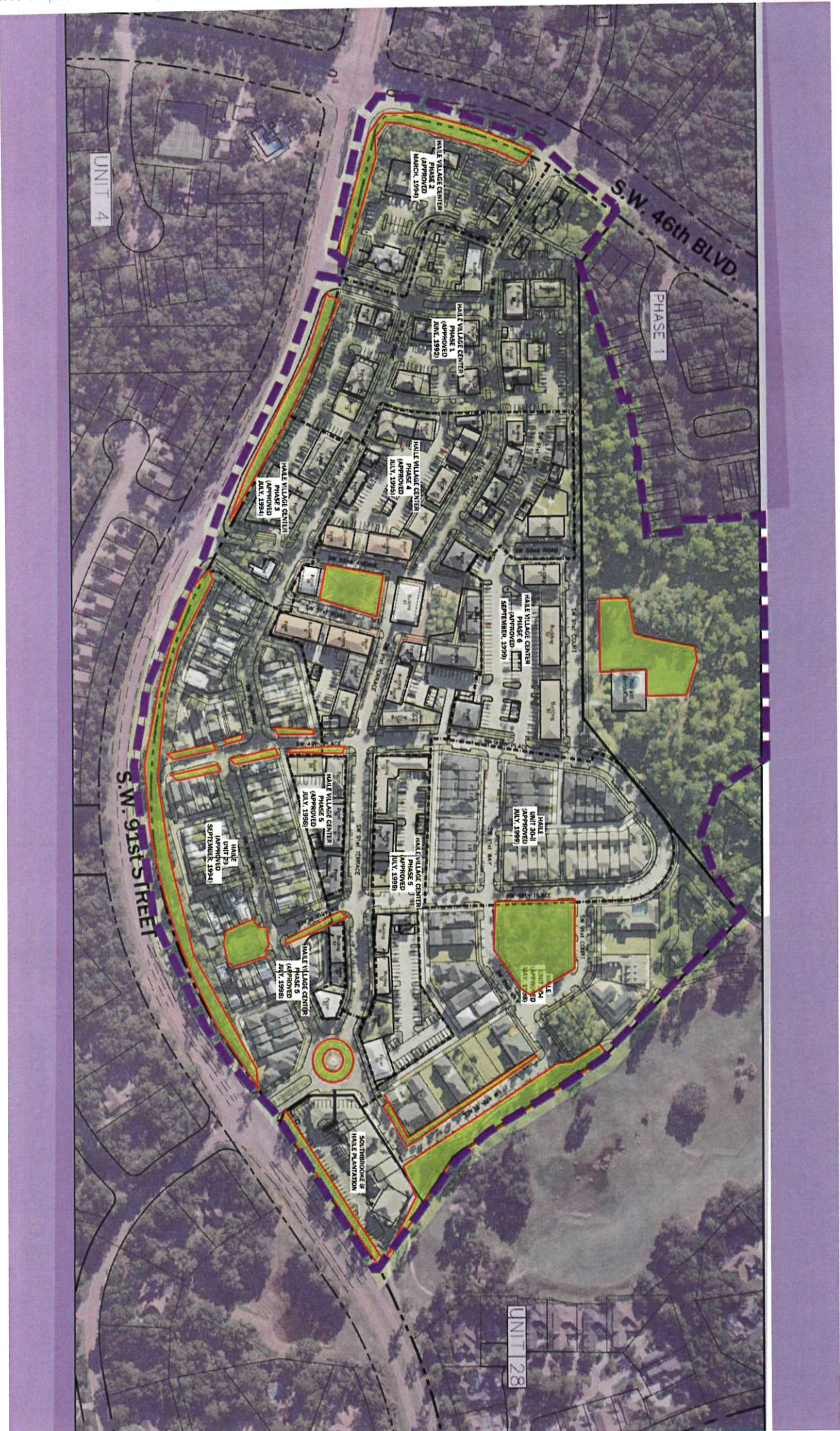
2. Acts of God
3. Soil contamination unless the soil has been contaminated by the Contractor.
4. Freezing.
5. Theft or vandalism.

Bed Dressing

1. Pine straw or pine nuggets will be provided and replenished as needed.
2. Additional mulch applications and/or mulch maintenance required by the Association will be done by the Contractor at a price and schedule negotiated by the parties.

Irrigation - Maintenance/Service

1. The Contractor will perform the following inspection and maintenance services once monthly:
 - a. Activate and visually inspect each zone of the existing system.
 - b. Visually inspect entire property for proper coverage.
 - c. Visually inspect system and report to the Association any heads, valve boxes, or other equipment in need of repair or replacement.
 - d. Clean or adjust any heads not functioning properly.
 - e. Adjust program controller to the watering needs as dictated by weather conditions.
 - f. Assure proper operation of all control valves.
 - g. Adjust heads for correct arc and rotation as necessary.
 - h. Replace valve batteries determined to be weak or dead.
 - i. Leave areas in which repairs or adjustments are made neat and free of debris.
 - j. Provide a report to the Association manager following each monthly inspection describing details of work performed and of any problems noted and corrected or noted and repair authorization requested.
2. Repairs:
 - a. The Contractor must obtain Association approval of irrigation system repairs and component replacement before initiating such work.
 - b. Upon authorization by the Association, the Contractor will proceed with such extra Work at a price negotiated by the parties. The negotiated prices shall be agreed upon between the Contractor and Association and a standard unit price list will be made a part of any Agreement resulting from this Scope of Work.





X = Common Area

★ = Not Common Area



