

THE NAME OF THE HOMEOWNERS ASSOCIATION

SCOPE OF WORK AND SPECIFICATIONS

A. MOWING

1. All irrigated turf grass areas shall be maintained at a height of not less than 3" or more than 4". A minimum of 42 cuts per year shall be required.
2. Frequency shall be as follows:
 - a. Winter Season – generally December 1 through and including March 31; at least once during each 14 day period.
 - b. Summer or Peak Growing Season – generally April 1 through and including November 30; once per week.
3. Clippings and mowing related debris will be hand swept and/or machine blown from streets, curbing, parking areas, sidewalks and hardscaped areas.
4. All mower blades shall be sharpened weekly to ensure minimum damage and injury to turf grass.

B. EDGING

1. Mechanical edging shall be done along curbing, parking areas, sidewalks, and hardscaped areas with each mowing; All plant beds will be edged a minimum of twice monthly.
2. Edging and/or trimming will be required around isolated trees, shrubs, signposts, etc. located at the work site at the time of each mowing.

C. FERTILIZATION

1. Turf Grasses – The following fertilization schedules shall be followed:

St. Augustine Floratam – Four (4) applications per year at 1 – lb/1000 square feet per application. A high-grade granular fertilizer will be used containing a minimum of 50% slow release nitrogen.

- a. At times, environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to see that turf areas are kept uniformly green, healthy and in top condition. It shall be the responsibility of the Contractor to determine specific needs and requirements and notify the Owners' Authorized Representative when these additional applications are needed And being executed. Any applications above the Four (4) scheduled per year, will be At the owner's expense.

- b. Fertilizers containing Iron shall be removed from curbs, roads, and sidewalks to avoid staining before the sprinklers are activated after application of the fertilizer. Please be advised that complete removal is not always possible from between pavers and similiar surfaces.
- c. The method of application of fertilizer shall be the responsibility of the Contractor. If any turf is badly damaged or killed by excessive fertilizer, it shall be replaced by the Contractor at his expense. Damaged turf due to drought or water restrictions are not covered by this warranty.

2. LANDSCAPE PLANTING

- a. The Contractor shall fertilize all trees, palms, shrubs, ground covers, and bedding plants a minimum of number (?) times a year to maintain them in healthy growing condition.
 - b. A complete acidic fertilizer such as an 8-10-10 organic with micronutrients shall be applied in February/March, June/July, September/October, and December.
- (1) Trees – Measure the tree four feet above the ground and apply one or two pounds of fertilizer of fertilizer per inch of diameter per year.
- (2) Palms – Apply a 13-3-13-analysis fertilizer with organic nitrogen content and trace elements (Mn, Mg).
- (3) Shrubs and Annuals – Landscape plantings shall be fertilized with a complete fertilizer with a good minor nutrient package, as follows:
- (a) Annuals and Bedding Plants – apply 1 pound per 25 square feet before planting with Nutra-cote 13-13-13, 120-day formula.
 - (b) Small Shrubs and Ground Covers – apply ½ cup per plant.
 - (c) Medium Shrubs – apply ½ - 1 pound per plant.
 - (d) Large Shrubs – apply 1 ½ - 2 pounds per plant.

Distribution – The fertilizer shall be well scattered in an area from halfway between the stem and drip line of the circumference and an equal distance beyond the circumference. The fertilizer shall be broadcast evenly by special mechanical applicator. The Contractor Shall apply fertilizers to plants that are turgid and shall water in the fertilizer promptly and thoroughly after application.

D. PRUNING

1. All pruning shall be performed as required to maintain the natural shape and characteristics of the plant species. Shearing of plant materials into an unnatural form is prohibited. Proper selective hand pruning is required.
2. Pruning shall not include removal of trees, palms, shrubs, or ground covers, which are dead, broken, or diseased. When diseased plant material is removed, the cut should be made well into healthy plant tissue or the plant totally removed. Pruning over 1 foot in length or more is not included shall not be considered regular maintenance.

3. Pruning shall be done by the Contractor to shape individual plant species and/or to renew the vigor of the particular plant species on the following schedule:
- a) Tree pruning of palms is limited to 12 feet or less in height, trimming to consist of the removal of seedpods, brown or yellowing fronds. Canopy trees to be maintained in a manner consistent with species of tree, the under canopy is not to exceed 8'. All trees 12' and over in height will be trimmed at an additional cost to the owner at sole discretion of landscape maintenance contractor and must comply with insurance regulations standard to the landscape maintenance industry.
 - b) Following the traditional Easter Holiday, all ornamental grasses (Fakahatchee, Sedum, Fountain, etc.) will be trimmed *to the ground*.
 - c) The completion of the ornamental grass pruning will be followed with any required pruning of Thryallis, Wax Myrtle and Silver Buttonwood and other spring non-flowering shrub species.
 - d) Palms and related plants shall be pruned in August and early September. Pruning of Palm trees to remove fronds as close to the trunk as possible when they are brown. We do not remove any green healthy fronds (just to make it easier to reach dead fruiting stalks or emerging floescence's). Unsightly dead fronds that occur at other times of the year shall be removed immediately. Extensive pruning will be billed at an additional cost to owner.
 - e) When major pruning begins on a particular species of plant, it shall continue until all plants of that species have been pruned within the jurisdiction of this contract; Pruning of plants and trees in excess of one foot or more will be charged an additional expense.
 - f) Minor pruning shall occur throughout the year to keep individual plants within desired limits or on an as needed basis.
 - g) The contractor is required to remove all pruned materials and debris (trimmed by them) from site each day.
 - h) Plant material shall be trimmed on a regular basis from around landscape lighting accent fixtures and signage. It is required that the Owner submit detailed drawings of lighting locations to facilitate proper trimming.

3. Mulch

Mulch shall be top dressed or replenished at the request of the Owner's Authorized Representative as it deteriorates, is blown, washed away, or becomes unsightly. Mulch type shall be B+ Cypress or Pine Straw. Mulch shall be kept away from the bases of all tree and palm trunks and away from the base of all shrub stems. The depth of mulch in no case shall be greater than 3 inches in depth. All requests for mulch shall be submitted to contractor in **writing** and is to be billed to owner at an additional expense.

E. WEEDING

Weed control elsewhere than in turf: The Contractor shall keep all planted areas 90% free of weeds at all times. This includes the bases of trees and shrubs, beds and borders. In general, weeds shall be removed by hand from these areas. The Contractor as necessary will apply Granular and flow able pre-emergent herbicides to bed areas to control weeds.

NOTE:

Since the front entry way of each home is the first thing noticed by all residents; the Contractor will make a special effort to be sure all entry ways are pruned and immaculately maintained all year, provided maintenance crews are allowed to trim.

F. IRRIGATION SYSTEMS MAINTENANCE AND OPERATION

1. Damage to any elements of the irrigation system caused by the maintenance contractor shall be repaired by the Contractor as soon as possible at no cost to Owner.
2. Each system shall be inspected no less than quarterly. This inspection shall include the operation of the system, zone by zone, to determine proper controller operation, cleaning and adjustment of heads to insure proper coverage and to determine necessary repairs.
3. Damage noted that is not the fault of the maintenance contractor will be repaired at additional cost per contracted rate.

G. SPRAYING AND CHEMICAL USE

All plant material will be checked weekly for indications of insects and possible disease. Follow-through with the appropriate prompt treatment when necessary will be performed. Any loss of plant material or turf due to pests or disease shall be replaced by the Contractor at an additional expense to Owner.

1. Herbicides

- A. All herbicides shall be applied in a manner for the purpose, and at the rate specified by the manufacturer, in accordance with accepted industry standards and practices and in accordance with all applicable local, state, and/or federal laws and regulations.

2. Insecticides & Pesticides

- A. All insecticides and/or pesticides shall be applied in a manner, for the purpose, and at a rate specified by the manufacturer, in accordance with accepted industry standards and practices and in accordance with all applicable local, state, and/or federal regulations.
- B. Insecticides and/or pesticides shall generally be applied NUMBER (?) times yearly as a preventative measure to turf area. Treatment in addition to the NUMBER (?) times yearly will be at an additional expense to the owner.

3. Fungicides

- A. All fungicides shall be applied in a manner, for the purpose and at a rate specified by the manufacturer, in accordance with accepted industry standards and practices and in accordance with all applicable local, state, and/or federal laws or regulations.
- B. Fungicides shall be applied to plant material and/or turf grasses on an as needed basis to address specific problems as they occur.

H. CONTRACTOR'S PERSONNEL

1. All Contractors' personnel shall be considered to be at all times the sole employees of the Contractor, under his sole control and direction and not an employee or agent of the Owner. Owner acknowledges that E. J. Gardner Enterprises, Inc. retains exclusive rights to labor and services of its employees and may not contract with, hire or retain their labor or services while an employee of E. J. Gardner Enterprises, Inc. or for a period of two (2) years following expiration of this contract.

2. The Contractor shall supply competent, capable, and trained employees.
3. No Contractor's personnel may enter the private property of any resident of any Community without the specific authorization of Owner's Authorized Representative.
4. All Contractors' personnel shall be in uniform while on the premises or work site clearly identifying them as the Contractor's employee. Personnel should be appropriately dressed and as clean and neat as working conditions permit.
5. The Contractor shall provide competent and trained supervisory personnel on site at all times that any of the Contractors personnel are on site to properly oversee his work force and act as a liaison between himself and the Owner's Authorized Representative. Further, the Contractor shall provide a phone number where the Contractor may be Contacted after normal working hours for emergencies.

Items Not Covered on Contract:

- Repair or replacement of sprinkler system (except those damaged by us).
- Trees, shrubs, or bushes requiring extensive cutbacks, (cutback, meaning *extensive pruning* required on occasion to as an example: hibiscus, schefflera, ficus, etc.)
- Replacement of trees, shrubs, or plants due to freeze, damage, government imposed water restrictions, wind or age.
- Trimming of trees taller than twelve feet high.
- Mulch
- Annuals

Fertilization:

In accordance to the schedule below:

TURF	Fertilizer
March-----	15-5-15
June -----	16-4-08
September-----	14-4-14
December-----	09-02-22

TREES AND PALMS	Fertilizer
February-----	13-03-13
June-----	08-04-08/09-02-22
October-----	06-06-06/17-05-11
December-----	13-03-13

SHRUBS AND GROUND COVER	Fertilizer
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February-----08-04-08
June-----08-10-10
October-----17-05-11
December-----13-03-13

Insurance:

Eldon J. Gardner Enterprise, Inc. will maintain a minimum coverage of \$1,000,000.00 liability, equipment, automobile and workers compensation insurance.

Policies:

General Liability (Nationwide Insurance)
Policy #77 AC 395-080-3001

Worker's Compensation Insurance (Hartford Casualty Insurance Co.)
Policy # 01 WJN J71900

Automobile Insurance (U. S. Security Insurance Co.)
Policy # CA-0000002959-01

\$1,000,000.00 Excess Liability Insurance (Nationwide Insurance)
Policy # 77 CU3950803002

All items not in this contract may be negotiated as an extra with Eldon J. Gardner Enterprises, Inc. as an addendum to contract.

PAYMENT POLICY:

Payment will be made on or before the 15th of the month following the month, the invoice was issued. For all outstanding balances, Client/Association is responsible for all fees associated with the collection of this account. These fees will include interest (18% per annum), collection agency fees: (typically 40 to 50%) and attorney/legal fees. Statement issued monthly to include maintenance fees of **\$0,000.00** and additional charge for services and labor as they arise.

TERMINATION OF CONTRACT:

Termination of this contract must be in writing sixty (60) days before final termination date. This applies to THE Homeowners Association, THE Management Group, and E. J. Gardner Enterprises, Inc. The Owner may terminate this agreement if the performance of E. J. Gardner Enterprises, Inc. under this agreement is not consistent with performance standards customary within the industry. In this event, the Owner shall notify E. J. Gardner Enterprises, Inc. in writing of specific areas of such sub-standard performance. Therefore E. J. Gardner Enterprises, Inc. will have thirty (30) days to bring its performance within industry standards. In the event E. J. Gardner Enterprises, Inc. fails to do so, the owner may terminate this agreement with thirty (30) days written notification.

E. J. Gardner Enterprises, Inc. may terminate this Agreement with sixty (60) days written notice or if the Owner fails to make payments when due as indicated within this Agreement. Because E. J.

Gardner Enterprises, Inc. is billing on straight-line basis as a convenience to the Owner, upon contract termination, E. J. Gardner Enterprises, Inc. will analyze the work performed through the date of termination on an occurrence basis and submit a bill for immediate payment.

Due to the natural increase in labor and material expenses, a 2.5% cost-of- living increase shall be added annually.

Contract is set forth this day of Month Day, Year Eldon J. Gardner Enterprises Inc. will assume responsibilities as outlined above for the term of ___ years, commencing on the first day of _____, _____ and ending on _____, _____.

E. J. Gardner Enterprises, Inc. Date

THE OWNER/Homeowners Assoc. Date

Witness Date

THE MANAGEMENT Group Date

**Eldon J. Gardner Enterprises, Inc.
P. O. Box 367449
Bonita Springs, FL 34136**

SAMPLE