

EXHIBIT "A"

SCOPE OF SERVICES

LANDSCAPE AND IRRIGATION MAINTENANCE SPECIFICATIONS GENERAL SCOPE FOR HOMESITES AND COMMON AREAS

The landscape maintenance Contractor shall be responsible for all labor, materials and equipment necessary for the proper care and maintenance of the landscaping, irrigation and related landscaping structures and systems. Equipment shall be well-maintained and all blades well-sharpened.

The following specifications are set as the minimums to gain the desired healthy and attractive landscaping within the community with the understanding that the determination of satisfactory performance will be based upon the appearance of the grounds, not whether specified frequencies of maintenance activities have been performed.

Common Areas: Contractor shall maintain all Common Areas of the Association as directed by the Association's representative and to the specifications contained herein.

Homesites: Contractor shall maintain all exterior portions of all homesites issued a Certificate of Occupancy (CO) and turned over to the Association for maintenance. Contractor shall be notified when CO occurs and shall adjust monthly billing invoice to reflect current number of CO'd (Contractor maintained) homesites. Contractor is responsible for participating in turnover walkthrough to ensure all material is healthy and irrigation is working properly.

Within Modern Duran, Contractor shall also maintain turf, landscaping, and irrigation within fenced-in or enclosed areas (excluding owner-installed landscaping).

Contractor shall **NOT**:

- Take direction from homeowners regarding installation/removal of plant material or a change in the level of service provided by the Association. All requests for installation, removal or service shall be approved by the Association through its representative.
- Maintain any homeowner installed landscaping, including potted plants. Homeowners choosing to install additional plantings are required to maintain those plantings in a good, aesthetically pleasing manner and they are not the responsibility of the Association.

1. **TURF MAINTENANCE**

1.1. **MOWING**

Mowing of all turf areas shall be performed on a weekly basis during the normal growing season (April through October). During the months of November through March it is expected that mowing will be required twice a month unless abnormal conditions arise. In any event, the turf shall be mowed at a frequency to promote healthy and continued growth as well as proper appearance at all times.

Mowing height shall be based on season and what is horticulturally correct for turf variety and location.

Contractor shall maintain swale areas and other wet areas with line trimmers to avoid mower damage to moist soil. The Contractor will be held responsible for immediate repairs for any damage to swales or turf areas due to mowers used on moist soil.

When line trimmers are used, cutting height shall be in conjunction with mowing height. Scalping

by either trimmers or mowers will not be acceptable. Damage to trees, shrubs, signposts and other hardscape features are not acceptable. Mowing patterns shall be varied to minimize wear areas from tires and slippage.

Any unsightly clippings, which remain on the turf, shall be removed after mowing. Walkways, streets and parking areas are to be blown or vacuumed free of clippings after each mowing. Under no circumstances are clippings to be blown into storm drains, wetlands or stormwater retention ponds.

The Contractor is to use care at all times. Damage to homes, vehicles, approved landscape lighting, approved yard ornaments, screen enclosures, or any other private property, caused by mowing operations will be the sole responsibility of the Contractor to repair or replace damaged areas or items.

Contractor shall clean all machines and blades between each use on the property.

The Contractor shall provide the Association with a schedule of mowing operations. Schedule should indicate the days of the week that mowing operations will occur and in what areas of the community. If mowing operations are suspended or postponed, for any reason, the Contractor shall notify the Association by 4:00 p.m. on the day the decision to alter service was made.

1.2. EDGING

Contractor will edge all curbs, sidewalks, paths and turf bed lines/borders with a metal blade edger. All edges will have a perpendicular appearance between turf and hardscapes and turf and beds. An angled or beveled appearance is unacceptable. Weedeaters shall not be used to edge.

Edging of walkways, curb lines and other paved areas to be performed in conjunction with the mowing operations. Irrigation valve boxes, splice boxes, gate valve boxes and water meter boxes shall be edged routinely.

Edging of annual and shrub beds as well as around trees and large shrubs shall be performed a minimum of twice per month throughout the year or more frequently if needed.

Bed lines shall be kept smooth with regard to original design and increased if plant material growth warrants.

The contractor is to use care at all times. Damage to homes, vehicles, air conditioning lines or equipment, approved landscape lighting, approved yard ornaments, screen enclosures, or any other private property, caused by edging operations will be the sole responsibility of the contractor to repair or replace damaged areas or items.

Damage to telecommunications, cable or satellite television lines or equipment shall be reported to the property owner immediately. If the respective service provider finds the Contractor to be negligent, the Contractor will be responsible for reimbursing the property owner for repairs.

The Contractor shall provide the Association with a schedule of edging operations. Schedule should indicate the days of the week that mowing operations will occur and in what areas of the community. If edging operations are suspended or postponed, for any reason, the Contractor shall notify the Association by 4:00 p.m. on the day the decision to alter service was made.

1.3. LEAVES

If the Contractor is not using a mulching mower, at certain times of the year leaves in turf may need to be removed with a vacuum to avoid having them accumulate in areas of the turf or get

blown into beds or residential yards by the mowers. In areas with parking lots associated with the landscape maintenance, leaves and debris are to be either raked or removed with a vacuum. Leaves and debris are not to be blown into landscape beds or turf areas.

1.4. DISEASE AND PEST CONTROL

Contractor shall regularly inspect Association property to identify the presence of pest or disease.

Treatment of the varied turf shall be accomplished as needed to prevent damage and to promote healthy and continued growth. Applications of pesticides and fungicides shall be done on a curative "as needed" basis. Contractor shall be responsible for removing any excess chemical application from paved surfaces, curbs and sidewalks.

1.5. FIRE ANT CONTROL

Contractor shall be responsible for the control of fire ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after ants have been killed. Contractor shall be responsible for removing any excess chemical application from paved surfaces, curbs and sidewalks.

1.6. pH ADJUSTMENT

Contractor is responsible for adjusting improper pH through the application of lime or sulfur. Contractor shall be responsible for soil testing, including the cost of such testing, for problem areas as determined or requested by Association management.

1.7. WATER

Contractor shall be responsible for damage to irrigation and water supply items that were not properly reported to the Association manager in writing and will be responsible for the replacement of these items at no cost to the Association. (See Section 7, Irrigation Systems Maintenance, for more irrigation specifications).

Contractor will be responsible for monitoring the moisture levels in turf areas and reporting any problems in writing.

1.8. WEED CONTROL

Weeds are to be controlled in turf areas by mechanical, physical and chemical methods as needed, but no less than once every four (4) weeks, to control the weed population and ensure a neat appearance.

Application of herbicides shall be done on a curative "as needed" basis. A pre-emerge herbicide may be used. Broadleaf weeds, sedges, and undesirable grasses shall be kept to a minimum. Ninety five percent (95%) weed free turf is expected. Contractor not responsible for weeds that cannot be treated with a chemical applications such as Crabgrass, Torpedo Grass and Signal. Contractor to provide recommendation to Association for the treatment of non-treatable weeds. Contractor shall be responsible for removing any excess chemical application from paved surfaces, curbs and sidewalks.

Sidewalks must be kept free of weeds in the cracks and edges throughout the area. Spray with a non-selective weed killer without a spray tracker dye as needed. The weed pressure will dictate the frequency the sidewalks will need to be sprayed to maintain the cracks weed free. Caution shall be taken when spraying weeds or grass runners on the homeowners' side of the sidewalk.

Turf is to be maintained weed-free along lake/stormwater retention pond banks in so far as

treatment is permitted at lake/stormwater edges and aquatic maintenance contractor is not responsible.

The Contractor shall provide the Association with a schedule of weed control operations. Schedule should indicate the days of the week that weed control operations will occur and in what areas of the community. If weed control operations are suspended or postponed, for any reason, the Contractor shall notify the Association by 4:00 p.m. on the day the decision to alter service was made.

2. FERTILIZATION OF TURF, TREES, SHRUBS, ANNUAL/PERENNIAL FLOWER BEDS

- 2.1.** The contractor shall be responsible for full compliance with any local, state or federal regulation regarding the application of fertilizers including, but not limited to, Brevard County Ordinance Chapter 46, Article VIII, Fertilizer Use on Urban Landscape, as may be amended from time to time.

Contractor shall employ or sub-contract for personnel possessing a current Florida Pest Control Operator License.

Contractor shall have full responsibility of determining the proper formulations, rates and frequency of all fertilizers to maintain healthy and vigorous turf, trees, shrubs and beds. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf and plant material.

All pesticides, insecticides, fertilizers and any other products used on Association property must be used in strict compliance with label and instructions. Applications must comply with all local, state and federal regulations. These specifications are intended to be consistent with label instructions and regulatory laws. In the event any specification contained in Exhibit "A" conflicts with label instructions, Contractor shall follow 1) regulatory guidelines; and 2) label instructions.

Contractor will take full responsibility for replacing any plant material that is damaged by improper application or lack of timely application of any treatment or nutrient necessary to maintain healthy plant material.

2.1.1. Fertilizer-Free Zone

Fertilizer may not be applied within fifteen (15) feet of any water body or wetland.

2.1.2. Restricted Season

Per the Brevard County Ordinance, no fertilizer containing nitrogen or phosphorus can be applied to turf or landscape from June 1 through September 30.

2.1.3. Nitrogen Applications

Nitrogen fertilization (when approved) must contain at least 50 percent slow-release nitrogen. Rates of application must be in conformance with Florida law.

2.1.4. Deflector Shield

Spreader deflector shields are required when fertilizing using rotary/broadcast spreaders. Deflectors must be positioned such that granules are deflected away from all impervious surfaces, fertilizer-free zones, surface waters and water bodies, including wetlands. Contractor shall remove any excess fertilizer from paved surfaces, curbs and sidewalks within four (4) hours after application has occurred. In no case shall fertilizer be washed, swept or blown into stormwater drains, ditches or water bodies.

The Contractor shall provide the Association with a schedule of fertilizer applications. Schedule should indicate the days of the week that applications will occur and in what areas of the community. If applications are suspended or postponed, for any reason, the Contractor shall notify

the Association by 4:00 p.m. on the day the decision to alter service was made.

Within ten (10) business days of a fertilizer application, the Contractor shall furnish the Association with a report detailing the type product was applied, the amount per square foot or yard and the areas (addresses) to which it was applied.

3. GROUND COVER AND SHRUB MAINTENANCE

3.1. PRUNING

Pruning is to be performed as needed to remove dead material, promote healthy growth and bed conditions and to keep plant material from spreading over curbs, walkways, streets, parking areas, and up walls. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries.

Individual branch pruning is most desirable. Wholesale shearing or trimming should be avoided unless special conditions should arise.

Natural growth pattern shall be promoted as much as possible. However, special pruning of materials which may inhibit sight at intersections or passage at certain areas, should be performed.

Special attention to areas around landscape lighting fixtures shall be given not only to promote lighting effect, but the protection of fixtures themselves from damage.

Deep hand pruning and/or structure pruning should be performed one a year during the dormant months. Structure pruning shall be defined as using had pruners, handsaws and/or loppers to prune old wood and to prune behind multiple breaks to maintain proper proportions, promote interior growth and an aesthetically pleasing appearance.

The contractor is to use care at all times. Damage to homes, vehicles, air conditioning lines or equipment, approved landscape lighting, approved yard ornaments, screen enclosures, or any other private property, caused by pruning operations will be the sole responsibility of the contractor to repair or replace damaged areas or items.

Damage to telecommunications, cable or satellite television lines or equipment shall be reported to the property owner immediately. If the respective service provider finds the Contractor to be negligent, the Contractor will be responsible for reimbursing the property owner for repairs.

The Contractor shall provide the Association with a schedule of pruning operations. Schedule should indicate the days of the week that pruning operations will occur and in what areas of the community. If pruning operations are suspended or postponed, for any reason, the Contractor shall notify the Association by 4:00 p.m. on the day the decision to alter service was made.

3.2. BEDS

Beds are to be kept free of weeds and landscape debris and trash. Pre-emergents and selected herbicides may be used to control weed growth.

Mulch shall be fluffed and/or added to as necessary to enhance moisture holding capability and a neat, clean appearance. Care should be taken during installing so as to not cover landscape lighting, valves, junction boxes or other structures and components.

3.3. DISEASE AND PEST CONTROL

Contractor shall routinely inspect beds and treat any insect or disease related problems.

Treatments shall be accomplished as needed to prevent damage and to promote healthy and continued growth. Applications of pesticides and fungicides shall be done on a curative "as needed" basis. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken. Contractor shall be responsible for removing any excess chemical application from paved surfaces, curbs and sidewalks within four (4) hours after application has occurred.

3.4. pH ADJUSTMENT

Contractor shall be required to adjust proper pH through the application of lime or sulfur as prescribed to achieve recommended levels.

3.5. WATER

Contractor shall monitor moisture levels in bed areas and report any problems in writing to the Association manager. Contractor shall be responsible for damage to plants that were not reported in writing and will be responsible for the replacement of those items. (See Section 7, Irrigation Systems Maintenance, for more irrigation specifications).

4. TREE MAINTENANCE

4.1. PRUNING

Contractor shall be responsible for maintaining all trees along boulevards, roadways, parks, activity areas, pathways and conservation areas such that no branches/limbs will overhang on sidewalks and parking areas lower than 10 feet from the ground. This will include preventative trimming as needed of palm fronds and trees limbs to prevent them from rubbing buildings, roofs and walls. Any trees overhanging roadways shall be lifted to a clearance of fourteen (14) feet to ensure safe passage of emergency vehicles. Lower branching on all trees shall be pruned as needed to keep them elevated to a uniform height. Maximum height for this pruning shall be no more than 15 feet. Trees located in natural areas shall be pruned only when their growth habit affects formal, maintenance areas. Limbs and branches are to be removed from property. All sucker growth from trunk and base of trees shall be removed weekly or as required to maintain a clean appearance. Contractor shall be responsible for removing any dead trees four (4) inches or smaller in caliper when requested by the Association manager.

Contractor shall be responsible for pruning all ornamental trees. Pruning shall include shaping of all heads, removal of conflicting branches and removal of interior sucker growth.

Crape Myrtles should have the seed pods removed as they form whenever possible to encourage re-flowering, and Contractor should remove most of the seed pods in the fall/winter. Generally, only branches smaller than a pencil should be trimmed unless they are crossing branches or undesirable sprouts from the base of the trunk. Topping, heading cuts or trimming back to knobs is not permitted. Proper reduction cuts may be made in some instances with the approval of the Association manager.

Removal of mosses, mistletoe and suckers shall be done one (1) time per year, and should be done in the cool season when trees are dormant. All trees adjacent to roads, pathways, walls and signage shall be pruned as needed for clearance and visibility.

Maintenance and removal of stakes, guys, tree bracing materials, etc. for trees, palms and large shrubs is considered routine maintenance. Girdling of trees due to lack of maintenance is not

acceptable.

The contractor is to use care at all times. Damage to homes, vehicles, air conditioning lines or equipment, approved landscape lighting, approved yard ornaments, screen enclosures, or any other private property, caused by pruning operations will be the sole responsibility of the contractor to repair or replace damaged areas or items.

Damage to telecommunications, cable or satellite television lines or equipment shall be reported to the property owner immediately. If the respective service provider finds the Contractor to be negligent, the Contractor will be responsible for reimbursing the property owner for repairs.

The Contractor shall provide the Association with a schedule of pruning operations. Schedule should indicate the days of the week that pruning operations will occur and in what areas of the community. If pruning operations are suspended or postponed, for any reason, the Contractor shall notify the Association by 4:00 p.m. on the day the decision to alter service was made.

4.2. PALM PRUNING

All palms shall be pruned and shaped annually, removing dead fronds and spent seedpods. All pruning equipment shall be sterilized prior to the pruning of each palm. Palms should not be severely pruned. With the exception of Date Palms, Contractor shall prune up the fronds to a half circle, 180 degrees, leaving a pleasing umbrella or mushroom-type appearance. "Carrot topping" or "hurricane cutting" is prohibited unless directed to do so by the Association. Contractor is not responsible for pruning palms over fifty (50) feet in overall height.

The contractor is to use care at all times. Damage to homes, vehicles, air conditioning lines or equipment, approved landscape lighting, approved yard ornaments, screen enclosures, or any other private property, caused by pruning operations will be the sole responsibility of the contractor to repair or replace damaged areas or items.

Damage to telecommunications, cable or satellite television lines or equipment shall be reported to the property owner immediately. If the respective service provider finds the Contractor to be negligent, the Contractor will be responsible for reimbursing the property owner for repairs.

The Contractor shall provide the Association with a schedule of pruning operations. Schedule should indicate the days of the week that pruning operations will occur and in what areas of the community. If pruning operations are suspended or postponed, for any reason, the Contractor shall notify the Association by 4:00 p.m. on the day the decision to alter service was made.

4.3. STAKING

Staked trees, including palms, shall be re-staked and adjusted as often as necessary. Stakes shall be adjusted and/or removed when deemed appropriate by Contractor. Trees and/or palms that need to be re-staked utilizing specialized equipment and crews shall be done at a mutually agreed upon price, submitted in writing for review and approval by Association.

Staking kits or braces that have become loose, are missing pieces or have mounting hardware (nails, screws, metal straps) exposed shall be removed immediately and the Contractor shall provide an assessment to the Association as to whether new supports should be installed.

Homeowner installed tree supports shall not be removed without the expressed, written approval of the Association.

4.4. INSECT AND DISEASE CONTROL

Contractor shall be responsible for regular inspections of the entire property and treatment of any insect or disease-related problems for all sizes of palms and for trees that are eight (8) inches in caliper or less. Contractor will not be held responsible for certain unpreventable palm diseases where testing reveals such conditions. Contractor shall be responsible for removing any excess chemical application from paved surfaces, curbs and sidewalks within four (4) hours after application has occurred.

4.5. pH ADJUSTMENT

Contractor is responsible for adjusting improper pH by applying lime or sulfur as prescribed to achieve recommended levels.

4.6. WATER

All trees are to be watered sufficiently to insure health and continued growth. Contractor shall be responsible for monitoring moisture levels and reporting any problems in writing. Contractor will be held responsible for damage to trees/palms where water problems/damage has not been reported.

4.7. TREE FERTILIZATION

Tree fertilization shall be applied to planted trees that are still staked or guyed and planted trees that have a caliper of eight (8) inches or less. Existing mature trees do not apply. Contractor is required to notify Association manager in writing and make recommendations of any other tree which may require supplemental fertilization. Contractor shall be responsible for removing any excess chemical application from paved surfaces, curbs and sidewalks within four (4) hours after application has occurred.

Palms shall be fertilized using fertilizers especially formulated for palms. All palms, regardless of size/caliper shall be fertilized according to best management practices for the species.

5. ANNUAL MAINTENANCE AND REPLACEMENTS

5.1. BED MAINTENANCE

Annual beds shall be maintained in a fashion to allow for a full, colorful appearance at all times throughout the year. Beds shall be kept free of spent flowers, weeds and debris.

Shrubs surrounding color beds must be trimmed to keep them from encroaching on the color beds and reducing the bed size. The original size of the beds and the annuals count has to remain the as intended with the original landscape plan unless otherwise directed by the Association manager. Contractor is responsible for ensuring the correct number of annuals are installed during each rotation.

Additional soil, soil amendments such as composted manure, organic peat, or a similar mix shall be incorporated and tilled in as part of the annual bed preparation as needed to maintain a rich growing environment for healthy growth and a pleasing convex appearance. Contractor shall be responsible for general and micronutrient testing of annual bed areas to ensure an optimal growing environment and subsequent corrective action if tests reveal deficiencies.

5.1.1. Annual/Perennial Flowerbed Fertilization:

5.1.1.1. A standard, balanced slow-release fertilizer such as Osmocote, Nutricote, Sierra, or

similar shall be incorporated into the bed as a soil amendment prior to planting each rotation of annuals, perennials, or mixture of both.

- 5.1.1.2. Supplemental fertilizations of a complete liquid fertilizer such as 20-20-20 or 10-60-10 at the labeled rate shall be applied to all color beds at least monthly to promote vigorous growth, flowering and color.

5.2. BED PREPARATION

Beds shall be tilled to a depth of fourteen (14) inches with all amendments thoroughly mixed. Fertilizers should be raked into the top six (6) inches of soil mix. pH adjustment should be made during each seasonal rotation.

Bed areas shall be formed to create a moderate crown which "faces up" toward the direction of the greatest foot and/or automobile traffic. Remove rocks and debris and trench all sides of bed which face curb or turn at a depth of three (3) inches before final mulching.

5.3. SEASONAL COLOR REPLACEMENT

It is anticipated that it will require a minimum of four (4) change outs per year for annuals in beds. Four (4) change-outs shall be included in the contract price. Any additional change-outs requested will be separately invoiced.

Material types should be selected for their longevity as well as color. A coordinated effect is to be continued at any change out.

Whenever possible replacement should be completed before the weekend period. Open beds are not desired during this time.

Contractor shall be responsible for removing and replacing any annuals that have declined, died or failed to maintain a healthy, vigorous appearance with 4" container-grade "A" plants with multiple blooms at time of installation. Spacing shall be 10" off center, same distance from edge of curb.

5.4. DEADHEADING AND PRUNING

Bed areas shall have one-fourth (1/4) inch of finely ground pine bark mulch at all times, not allowing bare soils to be visible.

Declining flowers and foliage should be removed weekly. Plants shall be pruned to avoid becoming "leggy" or unsightly and to maintain a consistent, uniform mass.

5.5. FERTILIZATION

Contractor shall be responsible for determining the proper formulations and rates of all fertilizers to maintain healthy, vigorous plants. Contractor is expected to apply any minor nutrients necessary to maintain healthy plants. Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs and sidewalks within four (4) hours after application has occurred.

5.6. INSECT AND DISEASE CONTROL

Contractor shall inspect annual beds weekly and treat any insect or disease related problems. Contractor shall remove any excess chemical application from paved surfaces, curbs and sidewalks within four (4) hours after application has occurred.

5.7. WATER

Contractor shall monitor the moisture levels in bed areas and report any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for all damage to items that were not reported to the Association manager and will be responsible for replacement of those items.

5.8. BED WEED CONTROL

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained weed-free. Contractor shall remove any excess chemical application from paved surfaces, curbs and sidewalks within four (4) hours after application has occurred.

5.9. PERENNIAL MAINTENANCE

All perennial beds are to be serviced as needed. The removal of all spent blooms, flower stalks and drying foliage shall be performed on a weekly basis or as needed. A one-time (fall or late winter) cut back and mulching (if applicable) of all foliage shall be included. Any additional fertilizer, fungicide, insecticide or other chemicals needed to keep plants at optimum health shall also be included. All Daylilies and Liriope shall be cut back either manually or mechanically in the early spring.

6. MULCHING FOR TREE AND SHRUB BED AREAS

6.1. MULCHING

Routine mulch maintenance shall be included in the contract. This includes spot mulching and replenishment due to Contractor mowing and maintenance activities and loss due to natural conditions. Contractor will be required to "groom" mulched areas when bed areas become untidy.

6.1.1.PINE BARK/CYPRESS (WHERE APPLICABLE)

Mulch should be maintained at a depth of 3 inches. Mulch should not be placed against the trunks of plants. All curb, roadway and bed edges will be trenched to help contain the applied mulch (see Section 6.2 below).

Where severe mulch accumulation has occurred (in excess of 3"), Contractor shall notify Association manager of condition and submit a work proposal to remove accumulation and replenish with new mulch (if needed).

6.1.2.PINE STRAW (WHERE APPLICABLE)

Contractor will be responsible for pricing complete application(s) of long needle pine straw mulch, which will occur annually in the winter months. Mulch is to be spread at a settled depth of two (2) inches such that no bare areas of soil are visible. All landscape bed and concrete edges will be defined prior to straw being applied. The resulting void shall have straw tucked firmly within resulting in clean tight edges. No junction boxes, valves, landscape lighting, etc. are to be covered. Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the bid process. Contractor is responsible for spot mulching of any bare soil areas that result due to the underestimation of mulch or landscape maintenance performance, i.e., mower damage around bedlines, tree wells, etc.

Contractor will be allowed to dye the mulch in areas where new mulch is not needed, all mulching conditions listed above will apply.

Contractor shall be responsible for removal of mulch from paved surfaces, curbs, and

sidewalks.

6.2. TRENCHING

Bedline edges shall be trenched and beveled at a depth of three (3) inches along bed areas that are bordered by sidewalks, curbs, and annual bed areas. All beds bordered by turf shall be defined and only have areas growing into the beds removed. A three (3)-inch deep trench along turf bedlines are not required. All tree wells located in turf areas shall have root balls raked smooth, and shall be trenched and beveled at a depth of three (3) inches.

7. IRRIGATION SYSTEMS MAINTENANCE

Irrigation systems and components shall be monitored to insure that proper coverage is achieved at all times. Contractor shall employ (or sub-contract) a certified irrigation technician for the property to efficiently and effectively identify irrigation issues and ensure the Association's irrigation system is in good working order. Irrigation technician shall inspect Association property no less than one (1) time per month to ensure irrigation system is working properly and in good order. However, this frequency, in no way, alleviates the Contractor's responsibility to address irrigation issues as they occur and to ensure no irrigation heads were damaged during the mowing process.

Watering frequencies and durations should be adjusted to insure healthy growth and prevention of disease and pest damage. The Contractor shall be responsible for staying abreast of any and all governmental water restrictions which may be imposed. Any fines for violations will be the responsibility of the Contractor. Gross neglect of water consumption (i.e. unrepaired irrigation components, failure to turn manual clocks off after a large rain event, over-watering, etc.) may result in additional cost incurred by the Association pertaining to water utility costs, fines, permits, etc., and these costs may be passed on to the Contractor if they are found to be at fault.

Cleaning of heads, lines, and other components to be accomplished as needed. Changing of spray types or heights to be done to insure proper coverage.

All valves are to be located and exercised four (4) times per year. Any valve not functioning that has not been reported the previous 3 months is the Contractor's responsibility to repair. The Association will assume that the valve has not been exercised. Valve boxes are to be kept clear for easy access for manual operations and repairs. Valve boxes and satellites shall be kept free of ants, dirt and debris.

Damage to irrigation heads, valve boxes and other system components due to the Contractor's operations shall be repaired entirely at the Contractor's expense. This includes irrigation heads that are stuck up after a watering cycle which the Contractor fails to address and hits while mowing.

The Contractor shall provide the Association with an irrigation system operations schedule. The schedule should indicate the time of day and days of the week that each zone will operate. A map or spreadsheet, indicating the location of each zone shall be prepared and maintained as new equipment comes online. Any changes to the current irrigation schedule are to be reported to the Association with twenty-four (24) hours of being made and shall include an explanation for said changes.

Within ten (10) business days of an irrigation inspection, the Contractor shall furnish the Association with a report detailing the operation of the system and listing any repairs made.

7.1. REPAIRS

Repairs to systems or components shall be accomplished as soon as possible to minimize any adverse effect to turf and or plant material.

Repair or replacement of heads, sprays, misters, and emitters, as well as the rebuilding of valves is considered normal routine maintenance. Cost of material only shall be billed separately (unless repair is necessary due to Contractor's negligence).

Repair of pipe 1 1/2" or smaller and hydraulic tubing shall be considered routine maintenance. Cost of material only shall be billed separately. Broken lines 1 3/4" and larger, valve and or controller replacement, as well as major system repairs or changes shall be approved by the Association before proceeding. In the event of emergencies, isolation of areas to prevent further damage to the system or associated plant material or structures is to be accomplished until repairs can be made. Repairs shall be completed within forty-eight (48) hours. The Contractor will be responsible for providing the necessary equipment for any and all irrigation repairs including mainline repairs.

Troubleshooting of irrigation controllers includes solenoids, fuses, transformers, power supplies, zone wiring, etc. and is considered normal routine maintenance. Normal routine irrigation maintenance includes all components except pump stations.

8. DRAINAGE

8.1. STORM WATER COLLECTION

If requested by Association management, sediment that washes into drainage swales shall be removed from swales and storm pipes at road entrances on a time-and-materials basis.

9. OPERATIONS AND COMMUNICATIONS

As much as possible, all areas shall be kept free of litter, landscape and or construction debris. It is expected that during the routine performance of the different maintenance operations that the Contractor and workers are to be aware of site conditions and keep a neat and clean appearance.

It should be understood that Viera is a continuously growing and changing area. Development and construction will from time to time cause damage, or will interrupt the routine maintenance program.

It is important that problems, or potential problems, which may be caused by these procedures should be brought to the attention of Association management as soon as possible for action.

9.1. SITE CLEANLINESS AND CONDITION

9.1.1.CLEAN UP PROCEDURES

As a part of each weekly maintenance service, a general cleanup program will occur in all maintained areas. The cleanup program shall involve a policing of all maintained areas for the removal of paper, cans, bottles, sticks, cigarette butts, leaves, and other debris. A complete sweeping or blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas will be performed. This will encompass complete removal of weeds at curbs and pavement lines, and other trash that has settled in these areas. Parking lot areas will be kept clean removing trash, sand and/or organic buildup throughout.

9.1.2.WEED CONTROL

All parking lot areas, curb, gutters, pavers, driveways, parkways, paths and bike paths shall be maintained weed free.

9.1.3.DISPOSAL OF DEBRIS

All debris shall be disposed of off-site.

9.1.4.ROAD KILL

Contractor shall be responsible for the removal and proper disposal of any animal carcasses on roadways and right-of-way owned and/or maintained by the Association.

9.1.5.SEVERE WEATHER CLEANUP

In the event of a natural disaster, such as a hurricane or tornado, the Contractor shall not be responsible for any cleanup operation outside of the agreed maintenance contract. However, if the Association elects, the Association manager may request that the Contractor perform these duties on a time-and-materials basis. If severe weather clean-up is requested, Contractor shall give the Association priority and perform the duties in an expedient manner.

9.1.6.TYPICAL WEATHER CLEANUP

Contractor shall be responsible for debris cleanup deposited by typical weather conditions.

9.2. SAFETY

All Contractor and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.

Contractor shall be responsible for adhering to all local, state and federal safety guidelines and observe all safety precautions when performing services on Association property, roadways and right-of-ways to include safe location of parked vehicles, use of safety cones, signage, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the Contractor.

9.3. REGULAR LANDSCAPE MEETINGS

Contractor will be required to participate in landscape meetings upon request with Association management and/or Board members. The Contractor shall respond to any issues that are presented on the agenda or arise during the course of the meetings in writing within five (5) working days.

A monthly walk through with Association management to be performed to cover work being accomplished, special needs or concerns, and other related information.

9.4. SUB CONTRACTING

The Contractor may subcontract certain procedures or operations with the written approval of the Association. Proof of proper licensing and insurance to be provided upon request. The Contractor is held responsible for any work performed by any sub-contractor engaged.

9.5. WORKFORCE

It is desired that the Contractor employees be dressed in a uniform fashion with company logo and identification. Vehicles as well should be easily identified as belonging to the Contractor. A neat and clean appearance should be maintained as much as possible.

Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors at all times.

As per Federal laws and guidelines, all Contractors must only employ individuals who are legally authorized to work in the United States of America. Any Contractor who enters into a contract with the Association hereby acknowledges that the Contractor only employs individuals who are legally authorized to work in the United States and to the extent that the Contractor is employing individuals who are not legally authorized to work in the United States, it is understood that Association will not be responsible for any violations of Federal law and the Contractor, solely, will be responsible and liable for any violations and or penalties associated with such violation.

9.6. PARKING

Contractor's vehicles and trailers shall be parked where they do not impede traffic or visibility at an intersection, round-about or on a roadway. All necessary safety precautions are to be observed when Contractor's personnel are working in or around roadways. When working on a roadway, Contractor must pull off of the roadway or, if not possible, using sufficient leading cones and "men at work" signage to ensure traffic can safely move over and identify the presence of Contractor personnel.

Contractor shall avoid parking trucks, trailers or any other vehicles used to haul equipment, in front of or adjacent to, home sites. When parking at or near a home site is unavoidable, crews shall not block driveways, sidewalks, or walkways and shall relocate as soon as it is convenient to do so.

9.7. SUPERVISION

The Contractor shall provide on-site supervision of all maintenance and or repair work being performed to ensure quality. Supervisors shall be able to communicate problems to the Association at any time and shall be easily accessible to Association management by cell phone at all times. Association shall be notified of any change in supervisory personnel.

The Contractor shall provide a knowledgeable, experienced and well-rounded supervisor to oversee the Association contract area. The supervisor shall conduct a site walk-through bi-weekly during the normal growing season (April through October) and monthly between the months of November through March and document his/her findings using the "Sample Area Inspection Form", attached to the Agreement.

A good working relationship with other maintenance contractors is to be established and maintained.

9.8. ADDITIONAL WORK

From time to time additional work may be requested of the Contractor by the Association. A cost estimate, schedule, or other determining information may be required before approval of work is to be granted. Each situation will be considered on a case by case basis. All additional work shall be completed in a timely manner.

9.9. CHANGES

It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications as amended by the Association. It is the intent to be able to add or delete areas as necessary with the related cost increases or decreases to be handled through the implementation of a change order approved by the Association. The Association reserves the right to disapprove any changes. In such case, other Contractors may be engaged for the change. Any changes shall be in writing to be legally binding on both parties. No payment shall be made for invoices that do not have written authorization so documented.

9.10. SATISFACTORY PERFORMANCE

It is estimated that the frequency and guidelines set forth in this bid document will provide the quality desired. However, in the event it does not, Contractor agrees to provide such reasonable additional services without further compensation. Satisfactory performance of work under this contract shall be based on these maintenance specifications, as measured by the Association in its discretion.

The determination of satisfactory performance will be based upon the satisfactory appearance of the grounds, not whether anticipated projections of cycle frequencies have been performed. The appearance and quality of the grounds will be reviewed on a periodic basis by the Association. Contractor performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.

It is recognized that at times, the development of new areas will damage or deter the maintaining of existing areas. Seasonal weather differences may cause some variation in vegetation growth characteristics and that different stages during the care cycle may vary from the desired appearance.

Any plant, tree, grass or shrub that dies due to Contractor's negligence shall be replaced by the Contractor, except in instances involving acts of God, theft, vandalism or the negligence of others, in which case the plants may be replaced at the Association's direction at no additional cost to the Contractor.

Any damage to walls, landscape, lighting or hardscape features by the Contractor shall be repaired by the respective tradesmen initiated through the Association so all warranties remain effective. All billing for said repairs will be directed to the Contractor responsible for said area and cost of repairs.

9.11. CUSTOMER SERVICE

Contractor shall provide for a CSM/Workorder platform (web based) to communicate with management, residents, submit/track workorders and generally manage communications and tasks. Contractor shall provide a single point of contact for homeowners.