



2024 Landscape Maintenance Estimate - Revised

Proposal #3024

Property: Waterwood Home Owners Association
300 Waterwood Drive
Yalaha, 34797

Date: 10/19/2023

Fixed Payment Services

Description of Services	Frequency	Cost per Occ.	Annual Cost
Lawn Mowing Services			
Primary Area Mow Service	42	\$743.00	\$31,206.00
Secondary Area Mowing Service (Retention/Easements)	32	\$86.00	\$2,752.00
Bed Maintenance Services			
Monthly Plant Bed Maintenance Service	12	\$1,589.00	\$19,068.00
Crape Myrtle Prune Service	1	\$290.00	\$290.00
Tree Canopy Elevation Prune Service	1	\$280.00	\$280.00
Winter Leaf Removal Service	3	\$1,662.00	\$4,986.00
Turf Fertilizer & Pest Control Service			
Granular Fertilizer, Insect, Fungicide & Herbicide Application, Primary Turf Service	2	\$1,410.00	\$2,820.00
Liquid Fertilizer, Insect, Fungicide & Herbicide Application, Primary Turf Service	4	\$1,068.00	\$4,272.00
Preventative Insecticide Application- St. Augustine, Zoysia Or Bermuda, Primary Turf Service	1	\$1,552.00	\$1,552.00
Planting Bed Granular Fertilizer Application Service	2	\$769.00	\$1,538.00
Planting Bed Liquid Fertilizer, Insecticide, Fungicide Application Service	4	\$519.84	\$2,079.36
Planting Bed Pre-emergent Application Service	3	\$194.00	\$582.00
Irrigation Management Service			
Monthly Irrigation System Check Service	12	\$279.00	\$3,348.00
Annual Palm Prune Service			
Palm Prune Service	1	\$2,633.00	\$2,633.00
Annual Maintenance Price			\$77,406.36


Optional Services

Initial next to optional services you would like added to your contract.	Frequency	Cost per Occ.	Annual Cost
Mulch Beds & Tree Rings Install	1	\$10,000.00	\$10,000.00

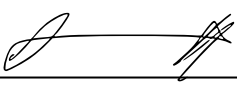


Payment Schedule

Schedule	Price	Sales Tax	Total Price
January	\$6,451.00	\$0.00	\$6,451.00
February	\$6,451.00	\$0.00	\$6,451.00
March	\$6,451.00	\$0.00	\$6,451.00
April	\$6,451.00	\$0.00	\$6,451.00
May	\$6,451.00	\$0.00	\$6,451.00
June	\$6,451.00	\$0.00	\$6,451.00
July	\$6,451.00	\$0.00	\$6,451.00
August	\$6,451.00	\$0.00	\$6,451.00
September	\$6,451.00	\$0.00	\$6,451.00
October	\$6,451.00	\$0.00	\$6,451.00
November	\$6,451.00	\$0.00	\$6,451.00
December	\$6,451.00	\$0.00	\$6,451.00
	\$77,412.00	\$0.00	\$77,412.00

By 
Nathanael White

Date 10/19/2023
Contours Landscape Solution

By 
Reginald Nelson VP WCA

Date 11/20/2023
Waterwood Home Owners Association

Services

Primary Area Mow Service

1. Contractor shall provide mowing frequencies based on times per year, on *"Fixed Payment Services"*.
2. Uniformity in turf texture and appearance shall be provided. Mowing shall be performed with specified mower types & blades to provide a quality cut.
3. Turf shall be cut at a height of 3.5 -5" as conditions dictate by variety of grass type. No more than 1/3 of the grass blade is removed per cutting.
4. Mowing patterns shall be rotated (where applicable) to minimize scalping and rutting by mower wheels and to minimize soil compaction.
5. Mowing equipment and patterns shall be employed to permit recycling of clippings where possible and present a neat appearance.
6. Contractor may need to use alternate method of mowing areas where the ground is too wet to allow safe and proper mowing.
7. Line trimming, hard edging and blowing off debris will be performed in conjunction with mowing.
8. The use of non-selective herbicides may be used to reduce the amount of mechanical edging or string trimming.
9. Weeding services will be performed during each service visit. Removal will include chemical or hand removal and obtain 90% weed free areas. Weeding would include the weeding of all beds (including cut turf runners), walkways, decks, curbs and concrete joints. Chemical controls may only be used if adjacent desirable plants are guaranteed not to be injured.
10. The edging of all planting beds will be completed every other mowing to avoid over detailing of bed areas; or as needed depending on growing conditions and seasonality.
11. Contractor will police the entire site prior to mowing to remove litter. Contractor will remove all debris and/or litter from all areas maintained under this contract during every visit.
12. Contractor is responsible for the removal of any maintenance-related debris from the property no later than the end of the day where the debris was generated.
13. Dead or otherwise hazardous (broken) tree branches shall be removed promptly if they are within (10') feet of a hard surface. Dead or otherwise hazardous tree branches that are above the contract specifications should be brought to the attention of the Owner for pre-approval and subsequent immediate removal.

Secondary Area Mowing Service (Retention/Easements)

1. Contractor shall provide secondary mowing frequencies based on times per year, per *"Fixed Payment Services"*.
2. Mowing shall be performed with specified mower types & blades to provide a quality cut.
3. Turf shall be cut at a height of 3.5 -5" as conditions dictate by variety of grass type.
4. Mowing equipment and patterns shall be employed to permit recycling of clippings where possible and present a neat appearance.
5. Contractor may need to use alternate method of mowing areas where the ground is too wet to allow safe and proper mowing.
6. Line trimming and blowing off of debris will be performed in conjunction with mowing.
7. The use of non-selective herbicides may be used to reduce the amount of mechanical edging or string trimming.
8. Weeding services will be performed during each service visit. Removal will include chemical or

hand removal and obtain 90% weed free areas. Weeding would include the weeding of all beds (including cut turf runners), walkways, decks, curbs and concrete joints. Chemical controls may only be used if adjacent desirable plants are guaranteed not to be injured.

9. The edging of all sidewalks, curbs, pathways, and other paved areas will be completed every other cut of the secondary mowing service.
10. The edging of all planting beds will be completed every other mowing to avoid over detailing of bed areas; or as needed depending on growing conditions and seasonality.

Monthly Plant Bed Maintenance Service

1. Contractor shall provide Pruning/Detail service frequencies will be performed based on times per year, on "Fixed Payment Services".
2. This service is defined as the trimming, weeding by mechanical or chemical means, pruning, and shaping of all shrubbery, ornamentals grasses, and groundcover, removal of tree suckers as well as the removal of unwanted vegetation.
3. Trees over pedestrian walkway areas will have a clearance maintained up to seven (8') feet in height. Trees along roadways, entrances, and driveways will have a clearance maintained up to ten (10') feet in height.
4. Contractor is responsible for the removal of any maintenance-related debris from the property no later than the end of the day where the debris was generated.
5. Dead or otherwise hazardous (broken) tree branches shall be removed promptly if they are within (10') feet of a hard surface. Dead or otherwise hazardous tree branches that are above the contract specifications should be brought to the attention of the Owner for pre-approval and subsequent immediate removal.
6. All extraneous leaves, weeds, trash, limbs and debris shall be removed from lawn and plant beds.

Crape Myrtle Prune Service

Crape Myrtles (if applicable) will be pruned one (1) time per year in late winter UNLESS otherwise specified by the Customer. It is our professional practice to allow Crape Myrtles grow in tree form. University of Florida's recommendations shall be followed in Crape Myrtle pruning:

1.
 1. Remove suckers from the bottom of the plant.
 2. Remove crossed, damaged, or diseased branches. For crossed branches, remove the weaker of the two limbs that are crossing or rubbing.
 3. Prune the tips of the branches to remove old flowers. If old blooms are removed, a second blooming may occur.
 4. Thin out small twiggy growth to allow air to better circulate in the canopy.

Tree Canopy Elevation Prune Service

1. Trees in pedestrian walkway areas will have a clearance maintained up to (8') feet in height. Trees along roadways, entrances, and driveways will have a clearance maintained up to (10-12') feet in height.
2. Careful trimming procedures shall be followed to prevent damage to any portion of the tree, especially the crown, shaft & bud areas.
3. Sucker growth shall be removed monthly according to "trimming" specifications. Sucker growth is defined as the shoots that sprout out around the base and clear trunk area of a tree or crape myrtle trunk.

Winter Leaf Removal Service

1. Winter Leaf Removal shall be completed at frequencies based on times per year, on "Fixed

Payment Services". Removal months may be Dec-Mar and dependent upon frequency option on "Fixed Payment Services".

Granular Fertilizer, Insect, Fungicide & Herbicide Application, Primary Turf Service

1. Contractor shall provide fertilization & insect, disease & broadleaf weed control to all areas of turf with frequencies will be based on times per year, per "Fixed Payment Services".
2. The following is a recommended guideline the Contractor should follow:
 - a. All granular fertilizers applications will contain a nutrient package specifically blended for Florida's unique landscapes and have a minimum of 50% slow release nitrogen with complete minor element package source to ensure extended performance.

Liquid Fertilizer, Insect, Fungicide & Herbicide Application, Primary Turf Service

1. Contractor shall provide fertilization & insect, disease & broadleaf weed control to all areas of turf with frequencies will be based on times per year, on "Fixed Payment Services".
2. The following is a recommended guideline the Contractor should follow:
 - i. Liquid fertilizer utilized must contain a nutrient package specifically blended for Florida's unique landscapes, with complete minor element package source to ensure extended performance.
 - ii. The method of application will be dependent upon the landscape layout.
 - iii. Weed control is to be maintained at no less than 95%.
 - iv. **Turf Weed Control:** Turf control of broadleaf weeds will be included in the Contractors program.
 1. Due to the unavailability or restricted use of effective control products, the prevention or control of Crabgrass, Bermuda grass, and select Sedges are not part of this proposal. It is understood that at the expense of the Owners, any areas of select Crabgrass, Bermuda & select Sedge can be replaced by the Contractor.
 - v. **Turf Insect & Fungus Control:** The appropriate pesticides will be used for lawn damaging insects and Fungus. Turf will be inspected on a regular basis by qualified technician or other qualified personnel for any follow up necessary.

Preventative Insecticide Application- St. Augustine, Zoysia Or Bermuda, Primary Turf Service

1. A preventative System Insecticide control for Grub and Chinch Bug shall be applied in the late Spring to early summer to help prevent substantial insect outbreak of insects.

Planting Bed Granular Fertilizer Application Service

1. Contractor shall provide fertilization & insect, disease & broadleaf weed control to all areas of turf with frequencies will be based on times per year, per "Fixed Payment Services".
2. The following is a recommended guideline by Contractor:
 - a. All Granular fertilizer will contain a nutrient package specifically blended for Florida's unique landscapes and will have a minimum of 50% slow release nitrogen with complete minor element package source to ensure extended performance.
 - b. Transplanted trees less than 3 years old will be included in standard program; trees over that age will be fertilized with the lawn application.

Planting Bed Liquid Fertilizer, Insecticide, Fungicide Application Service

1. Contractor shall provide fertilization & insect, disease & broadleaf weed control to all areas of turf with frequencies will be based on times per year, on “*Fixed Payment Services*”.
2. The following is a recommended guideline by Contractor:
 - a. All fertilizers utilized must contain a nutrient package specifically blended for Florida’s unique landscapes and will have a minimum of 50% slow release nitrogen with complete minor element package source to ensure extended performance.
 - b. Transplanted trees less than 3 years old will be included in standard program; trees over that age will be fertilized with the lawn application.
 - c. **IPM:** Pesticides will only be used on an as-needed basis and only in the general areas having the problem. A curative approach shall be implemented for insect and disease management in turf and landscape areas when damaging thresholds have been identified as negatively impacting either, health or aesthetics. In areas where problems persist, then a preventative approach should be implemented.
 - d. Contractor personnel should be diligent in their scouting of damaging pests and disease. Horticultural pest control and or appropriate recommendations will be made to minimize injury to ornamental plants.
3. NOTE: Palm Bud and Root drenching for specific insect/disease problems are not included but can be priced separately if needed and completed upon approval from the Owner.

Planting Bed Pre-emergent Application Service

1. Bed Pre-Emergent Applications may be applied to all planting beds to assist with weed control.

Monthly Irrigation System Check Service

This service is defined as inspection of the irrigation system by the contractor. Any damage caused by contractor activity shall be repaired by the contractor at the contractor’s expense.

The contractor **shall be** responsible for any damage to the turf or plants due to either under watering or over watering by the irrigation system. Contractor will **not be** held responsible for failure of main irrigation water supply, water pressure or water restrictions imposed by a statutory or similar authority and pre-existing conditions.

IRRIGATION CONTRACTOR RESPONSIBILITIES

1. Contractor shall perform a complete irrigation inspection of property systems based on times per year, stated on “*Fixed Payment Services*” proposal.
2. Contractor must respond to all owner Requests within 48 hours.
3. Irrigation repairs that become necessary, that are over and above the routine maintenance contract, will be done on a time and material basis. All extra repairs are to be estimated & reported to the Owner and the contractor must obtain approval prior to starting repair work.
4. Timing of irrigation operation must adhere to any water restrictions in effect within the property jurisdiction.

SERVICE SPECIFICATIONS- The following items shall be accomplished each month for common areas:

1. Activate each zone of the system and adjust irrigation operations according to monthly conditions at time of inspections.
2. Visually check for and report any damaged or malfunctioning heads throughout the

property.

3. Clean and/or adjust any heads not functioning properly.
4. Report any valve or valve box that may be malfunctioning or damaged in any way.
5. Clear areas in which repairs or adjustments are made free of debris.
6. Adjust controllers to the watering needs as dictated by environmental conditions.
7. Inspect and adjust rain sensors as needed.
8. Report recommendations to improve/enhance the irrigation systems effectiveness.

Palm Prune Service

1. Palms will be pruned according to “*Fixed Payment Services*”, at ANSI standard 3-9 cut and during summer months.
2. All seed pods and brown leaves at time of pruning service shall be removed and disposed of.
3. Palms leaves removed before such time will be at the request of the Owner, with the Owner taking ownership for the health and any long-term horticultural decline that may occur.

Optional Services

Mulch Beds & Tree Rings Install

1. Mulch shall be installed per “*Fixed Payment Services*” and at a thickness of (1-2”) per applications/occurrence once (1) per year at an additional cost.

Terms & Conditions

THIS LANDSCAPE MAINTENANCE AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into 10/19/2023 3:14:56 AM by and between:

Contours Landscape Solution, Inc. a Florida Corporation located at 1383 Revels Road, Howey-In-The Hills, Florida, 34737 (hereinafter referred to as “Contractor”),

AND

Waterwood Home Owners Association, a Florida Corporation whose address is 300 Waterwood Drive , Yalaha, , 34797, C/O Waterwood HOA (hereinafter referred to as “Owner” and, together with the Contractor, the “Parties)

WHEREAS, Contractor is in the business of providing landscape maintenance services and Owner desires to contract with Contractor to provide landscape maintenance services to Owner and certain properties managed by Owner in accordance with the terms and conditions of this Agreement.

WHEREAS, Contractor submitted a Price Proposal Form, attached hereto as "**Fixed Payment Services**" and incorporated herein by reference (the “Price Quotation”), and represents that it is qualified to serve as a landscape maintenance and installation contractor, and provide such services to the Owner.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, and intending to be legally bound by the terms and conditions of this Agreement, the parties hereto agree as follows:

DESCRIPTION OF WORK AND GENERAL DISCRPTIONS

1. Contractor will provide all labor, supervision, and equipment necessary to carry out all work agreed upon by the parties.
2. Contractor will always perform all work in a safe and professional manner, while also complying with all applicable federal, state and local laws, rules and regulations.
3. There shall not be any changes, modifications or variances made to this Agreement, unless agreed to by both parties in writing, as evidenced by delivery of a properly executed addendum.
4. Contractor shall assign an Operations Manager to the Owner/Property who will serve as the single point of contact for Owner.
5. Contractor agrees that all employees shall be uniformed and adequately knowledgeable regarding the specific task they are performing.
6. Contractor shall provide an operational calendar and/or monthly service reports, upon request.
7. The landscape maintenance contractor shall perform all work required to fulfill the spirit and intent of the Contract. The workers shall be neat in appearance, perform their work in a professional manner, keep noise to a minimum and stage their work from a location on the site out of the mainstream of the users.
8. Contractor shall be held fully harmless by Owner and shall not be held responsible for the treatment or replacement of any turf, shrubs, groundcovers, palms or trees that is damaged as a result of geographical intolerance, watering restrictions, improper plant selections for surrounding environment (poor sunlight, soil structure, etc.), wildlife

- damage, freeze damage, storm damage, or any disease or insects considered to be beyond curable.
9. Contractor shall be held harmless and not be responsible for any damages caused from any Owner action or inaction or neglect or improper installation by a party not affiliated with Contractor.
 10. Contractor shall maintain a valid Florida Pesticide Applicator's License and use chemicals in strict accordance with Federal, State & County directives on environmental control. Chemicals must have EPA approval #'s and labels made available to the Association per request.
 11. Contractor's liability under the performance of this Agreement shall be limited to the value of the services in question.

TERMS AND CONDITIONS

1. Owner agrees to pay the Contractor compensation for services described in this Agreement, with Net 30 payment terms in 12 monthly payments according to the payment schedule and in a total amount of 77406.36 annually. Work shall Commence on 1/1/2024 12:00:00 AM and end 12/31/2024 12:00:00 AM.
2. In the absence of notification, and with mutual agreement by both parties. This proposal shall automatically renew under the same services for one additional year with a CPI cap for the second year unless the customer cancels with a 45 day notice prior to the end of the first year.
3. All monthly installments are due within ten (10) days from the date of the invoice and become past due after thirty (30) days from the date of the invoice.
4. Owner agrees to pay a one and one-half percent (2 1/2%) monthly service charge for all balances not paid within forty-five (40) days of invoice date. Should Contractor need to pursue legal action to collect any amounts owed, Owner agrees to pay attorney's fees, court costs, service charges and any other expenses incurred with the collection of any outstanding debts owed to Contractor.
5. Owner agrees not to withhold payment for any performance related issues until after Contractor has been provided with a written notice that clearly outlines any deficiencies and allowing Contractor thirty days to either properly address or cure those deficiencies.
6. Any dispute or controversy between the parties resulting in litigation shall be governed by the laws of the State of Florida with the venue for mediation or litigation being Lake County, Florida. In the event of any disputes by and between the parties to this Agreement, the prevailing party shall be entitled to recover from the non- prevailing party all attorney's fees, paralegal fees, costs and interest through all tribunals, appeals, bankruptcy proceedings and collection efforts.
7. Due to the volatility of fuel costs, A fuel surcharge may be invoked during the contract term with fuel costs exceeding \$3.85 per gallon, based on the national average cost of regular unleaded fuel, as published by the American Automobile Association, which can be found at www.fuelgaugereport.com. A surcharge of (3%) per month for each ten percent (10%) increase above the set price above.

INSURANCE, LICENCES/CERTIFICATIONS, EMPLOYEES & COMPLIANCE

tractor will maintain general liability, property damage, and worker's compensation insurance coverage with the minimum limit amounts as listed. Contractor will furnish certificates of insurance detailing the coverage.

- INSURANCE COVERAGE LIMITS
- COMMERCIAL GENERAL LIABILITY – AGGREGATE \$ 1,000,000
- PRODUCTS- COMP/OP AGG 1,000,000

- PERSONAL & ADV. INJURY 500,000
- EACH OCCURRENCE 500,000
- FIRE DAMAGE 50,000
- MEDICAL EXPENSES 5,000
- AUTOMOBILE LIABILITY 1,000,000 combine single limit
- WORKERS COMPENSATION AND EMPLOYERS' LIABILITY- STATUTORY LIMITS

LICENSES/CERTIFICATIONS

Contractor will maintain at all times the necessary licenses and/ or permits required to perform said work in the State of Florida. In addition, the Contractor shall possess the following.

COMPLIANCE

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

INDEMNIFICATION

Indemnification : Contractor shall be responsible for any damage directly and proximately caused by its performance or the nonperformance of its obligations under this agreement, provided; however, that Contractor's indemnity obligations shall be comparatively reduced to the extent that any claims, demands, liabilities, losses, damages, causes of action, suits, proceedings, judgments, costs, awards, and/or expenses are caused in whole or in part by the negligent, grossly negligent or intentional act of an Customer, any other contractor of the Customer, or any other party indemnified hereunder; and provided , further, that the forgoing indemnity will not apply if the claims, liabilities s, losses, demands, damages, causes of action, suits, judgments, awards, proceedings, costs and/or expenses are caused in whole by the Customer, and other contractor of the Customer, and/or any other party indemnified hereunder.

CANCELLATION

1. This contract may be canceled with cause, by either party upon sixty (60) days written notice provided that a written notice is executed and delivered to the other party. Any such written notice must be delivered by a nationally recognized overnight courier with delivery confirmed to the address of each party identified hereinabove.
2. Given that the contract value is pro-rated equally over a twelve (12) month period, but the performance of services and associated cost is not incurred equally, the billing monthly amounts may not necessarily reflect the actual value of services performed. Therefore, in the event this contract is terminated, either party may seek recourse to reconcile the value of services performed with the value of services paid for.

NEGLECT AND VANDALISM

1. Turf, shrubs, trees or plants that are damaged or killed due to landscape maintenance contractor's operations, negligence or chemicals, shall be replaced immediately at no cost to the Owners. If plant damage or death is caused by conditions beyond the landscape maintenance contractor's control, replacement shall be at the Owners expense.
2. Sprinklers or structures that are damaged by others shall be promptly brought to the Owners attention.
3. All damage to or thefts of landscaping and irrigation installation not caused or allowed

by Contractor shall be corrected by the Contractor at the Owners expense upon authorization to proceed.

OTHER/MISCELLANEOUS

1. Contractor may engage the services of qualified subcontractors to fulfill certain requirements set forth by this Agreement without further approval of Owner.
2. Contractor retains the right to assign or transfer this Agreement as a result of any sale, merger, consolidation, liquidation or stock purchase, provided that a ten (10) day written notice is provided to the Owner and proof of the assumption of this Agreement by the new contractor is provided to Owner.
3. This Agreement and the exhibits attached hereto constitute the entire Agreement between both parties pertaining to the subject matter hereof and may not be modified orally or otherwise than by written amendments executed on behalf of each party.
4. The obligations and covenants of this Agreement shall bind and benefit the successors, personal representatives, heirs and assigns of both parties hereto.
5. This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively but one instrument. Facsimile signatures and electronically transmitted signatures shall be considered binding executions of each party upon proof of delivery in accordance with this Agreement.
6. The doctrine of Force Majeure shall govern the performance terms and conditions of this Agreement.