



GPL LANDSCAPING, LLC

80 South Geronimo Street, Unit #7
Destin, Florida 32550
Office: (850) 424-6701

LANDSCAPING MAINTENANCE PROPOSAL AND CONTRACT for

Avalon Beach Estates

I.

MAINTENANCE SERVICES

A. Weekly Maintenance

1. All landscaped areas will be properly maintained once a week (52 times per year) for a neat appearance. Weekly duties will include all necessary detail work, blowing, policing and removal of trash and debris.

B. Turf Grass Maintenance

1. Mowing:
 - a.) All lawns shall be mowed and trimmed to maintain a proper height.
 - b.) Total number of mowings in this agreement is 40 per year.
 - c.) Trimming around hardscapes and ornamental beds shall be performed with each visit.
 - d.) Debris and rubbish will be removed from the lawn prior to mowing. All hard surface areas, sidewalks, and curbs shall be cleared of all clippings after each visit. Every effort shall be made to avoid and eliminate, where possible, the undesirable distribution of grass clippings into planting beds, curbs, walks, driveways, decks and patio areas.
 - e.) Mow "right of way" of the vacant lots every 30 days during growing season.
2. Hard Edging:
 - a.) All lawn edges shall be edged every visit during the growing season and bi-weekly during the non-growing season. This will allow for 40 times per year.
 - b.) All debris generated from edging shall be removed.

B. Turf Fertilization and Chemical Applications

1. Turf Applications:

- a) All turf will be fertilized 6 times a year, 2 granule applications and 4 foliar applications. The annual nitrogen and potassium rate will be 2 to 5 pounds per 1000 square feet and determined by soil test recommendations.
- b) Contractor will apply 6 applications of pre-emergent herbicides to assist in the reduction of weeds.
- c) Contractor will apply post-emergent herbicides 6 times a year.
- d) Fungicide applications will be made 6 times per year.
- e) Insecticide applications will be made 6 times per year. Should particularly aggressive infestations occur additional applications will be proposed and billed separately. An example of aggressive pests that require multiple applications would be army worms or sod webworms.
- f) This agreement includes 6 fire ant and mole cricket preventative applications.

C. Shrub and Hedge Maintenance

1. Pruning:

All shrubs and groundcovers shall be pruned twice a year to:

- a) Remove wood that is dead, diseased or infested with insects, suckers, shoots and irregular growth.
- b) Clear all roads, driveways, and walks to achieve optimum efficiency and safety for foot and wheeled vehicle traffic.
- c) Clear all doorways, windows and light standards. Any limb or branch that is within two inches of touching a building or a light standard shall be moved or trimmed as needed.
- d) Develop the natural form of the plant and create the intent desired.
- e) Maintain a neat appearance at all times by properly tip pruning each variety.

2. Minimum Pruning:

Tip pruning to occur during May and October, and at other times as needed to maintain the aesthetics of the landscaping. Rejuvenational pruning of mature, neglected or overgrown shrubs is not included and may be offered at an additional charge.

D. Shrub and Tree Fertilization and Chemical Applications

1. Tree and Shrub Applications:
 - a.) The fertilization program for trees and established shrub beds shall provide the equivalent of 1 pound nitrogen per 1000 square feet. There will be 2 applications per year. These applications will include a pre-emergent herbicide for proper weed control.
 - b.) Fertilizer shall be commercial grade with not less than 50% of the total nitrogen being slowly soluble. Organic fertilizer can be used at customer's request at an additional expense.
 - c.) Material shall be applied in accordance with the manufacturer's recommendation and in compliance with the Environmental Protection Agency's regulations.
 - d.) Insect and disease control treatment will be performed with 6 applications. Interim applications will be applied as needed.
 - e.) Post emergent weed control will be applied at every week.
 - f.) Submit fertilization schedule by month for one year cycle.

E. Landscape Tree Management

1. All palm trees will be properly pruned 2 times per year. Pruning of all other tree varieties over eight feet are not included in this contract.
2. Palm Applications:

All palms shall be fertilized 4 times per year. The fertilizer blend applied shall include Magnesium, Manganese and Micro-nutrients necessary for proper health and growth. Sago palms will be treated 3 times a year with pesticide application.
3. Contractor will prune all trees including Pindo Palms, Split-leaf Philodendra and Crepe Myrtles.

F. Weeding/Weed Control:

1. All weeds in shrub beds, groundcover beds, perennial beds and tree rings shall be hand-pulled and treated with post-emergent weed control such as Round-Up each visit.
2. All precautions will be taken to prevent any damage to turf grass areas and plant materials.

G. Mulching

1. **Mulching Applications:**
Two total property pine straw applications in shrub beds, groundcover beds, perennial beds, and “in lawn” trees will be provided per year. Old pine straw build-up will be removed when excessive. Excessive old pine straw needs to be removed normally once every 2 – 3 years depending on the amount of application(s). The new pine straw will be trenched and tucked.

H. Annuals

1. Two annual rotations of approximately 850 plants during the spring and fall are included in this contract.
2. Annual bed shall be amended and raised to proper height for good health and drainage during installation. Beds will be planted, fertilized, mulched, and watered during installation. Area will be cleaned from debris after install.
3. Annual beds will be maintained a total of 26 visits annually. Maintenance involves deadheading, removing all dead foliage, replacing pine park, and chemical application as needed.

I. Irrigation

1. Inspection
 - a. Irrigation systems will be thoroughly inspected on a monthly basis by a highly trained supervisor.
2. Irrigation Repairs
 - a. Irrigation repairs **are not included** in the base bid for this agreement.
 - b. Repairs that are authorized and performed will be billed at \$45 per hour if repaired by an irrigation supervisor and at \$35 per hour if done by irrigation technician assistant and parts and materials will be billed at cost + 12%.
 - c. Billings for irrigation repairs will list the location of the repair, reason for repair, the parts used and the labor cost as separate line items.
 - d. Repairs exceeding \$150.00 need prior approval of the Landscape Committee.
 - e. Damage caused by the contractor shall be repaired at no cost to the Association.
3. Maintenance and repairs of pumps and wells are extra billable.

J. Grounds Improvements

1. **Major Improvements:** Landscape enhancements, such as sod installation, remedial replacement of dead plants and trees, severe pruning of overgrown existing plant material, creation of new planting beds and installation of plant material may be provided at the request of and with written approval by the Board and billed as a separate expense.

K. Other Provisions

1. **Supervision by Contractor:** A competent superintendent with overall supervisory responsibility will be available to respond to the requests and concerns of the Customer. All personnel used will be qualified for the type of work they perform. Any issues brought to the attention of the Contractor will be dealt with in a timely manner.
2. **Uniforms of Personnel:** All workers and senior personnel shall wear uniforms designed by the Contractor satisfactory to the Customer when working on the premises. Reasonable time shall be given to obtain uniforms for new employees.
3. **Reporting by Contractor:** A monthly supervisor's report shall be given, either orally or in writing the status of his work under the contract and his plans for the month ahead. The Contractor shall walk the property periodically with the Customer, at the Customer's convenience, to demonstrate his compliance with the contract and to determine those areas in need of attention. Any issues brought to the attention of the Contractor from time to time will be dealt with on a prompt basis. The Contractor from time to time will be dealt with on a prompt basis. The Contractor will be available to attend the Associations' Board meetings on a quarterly basis.
4. **Interpretation of Contract:** This Agreement shall be construed according to the laws of the State of Florida.
5. **Mediation:** All claims and disputes between parties under this Agreement shall first be subject to mediation. Mediation is required prior to litigation of any disputes between the parties.
6. **Assignment Prohibited:** This contract shall not be assigned to anyone, by either party, without the written consent of the other party.
7. **Indemnity by Contractor:** The Contractor shall indemnify the Association and hold the Association harmless against all claims for personal injury and property damage caused by the Contractor in performance of this contract. The Contractor shall maintain (minimum liability insurance of \$1,000,000 and workers compensation as required by Florida State law) appropriate insurance coverage to insure this position. At the time of the signing of the contract, Contractor shall provide the Association naming Avalon Beach Homeowner's Association as an additional insured for personal injuries and/or property damage caused by the Contractor in the performance of this contract. A copy of the Contractor's declaration page of insurance and/or certificate of insurance shall be attached to the contract. Contractor shall have on file a workman's compensation certificate for any pre-approved subcontractor used in carrying out any work and be responsible for any related liabilities of such Contractor.
8. **Attorney's Fees and Costs:** In connection with any breach, default, collection, or litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled reasonable attorneys' fees and costs.

9. **Notices:** All notices required or appropriate under this contract shall be in writing and shall be sent by Certified U.S. Mail, Return Receipt requested.
10. **Contract Terms and Conditions:** Contract is for the period ending December 2013. Either party may terminate the contract anytime, with or without cause, by presenting written notice to the other party 30 days prior to the desired termination date. Notice shall be properly given when delivered by certified mail to the other party, return receipt requested.
11. **Warranty:** All material and labor is warranted for a period of twelve months from the date that completed work is accepted by the Association (or Landscape Committee as appropriate) as long as Contractor is providing the landscape maintenance on the property.
12. **Payment and Record Keeping:** This agreement is an annual agreement and will be effective June 1, 2011 through December 31, 2013. Customer agrees to pay GPL Landscaping, LLC for the services under this contract the annual sum of \$24,980.00, payable in equal monthly installments of \$2,081.67 due on the 30th of each month. The customer will receive an invoice on or about the 15th day of each month and payment shall be due no later than fifteen (15) days from the date of each invoice. The annual amount will increase by 3% of the total amount of the contract amount every 12 months. The invoice will be mailed to the Treasurer of the Association.

The Association will pay each invoice within 15 days from the day it is received by the Association. All landscaping work, excluding irrigation repairs subject to Section I 2. d., in excess of the base contract requires preapproval by the Landscape Committee to secure payment. Each invoice will show what work was completed and on what days. It will also show in detail any extra work completed pursuant to the pre-approval process.

Services and/or materials required, or requested, that are beyond the scope of the contract, and not a result of damage caused by the Contractor, will be considered extra work and billed not to exceed \$45 per hour for if work is completed by a Supervisor and \$35 per hour if work is completed by an assistant. The cost of parts, materials etc for non-irrigation work will be marked up 12% percent.

A finance charge of 1.5% per month (18% annual percentage rate) will be assessed on any payment which is not made within thirty (30) days of due date, which charge shall continue to accrue until such payment is made. Under no circumstances will the withholding of payment be an acceptable resolution to disputed services or performance.

The Contractor is an Independent Contractor and agrees to pay all insurances, labor, materials, supplies and equipment, unless otherwise stated above, to perform the above described work. Contractor will not be responsible for any replacement of sod, plants, bed liners, or structures unless the damage is caused by the Contractor.

II. Phase One Landscape Proposal

Remove and Install Plant material as specified by Monarch's Phase One plan	\$7,849.00
TOTAL	\$7,849.00

Price includes all material, labor, equipment, and debris disposal.

ACCEPTANCE OF CONTRACT

We, Avalon Beach Estates Owners Association, Inc., hereby agree and accept the above specifications, conditions, and prices as outlined, and hereby authorize work to be performed as specified. Payments will be made as outlined above.

Paul A. Paul _____ 5/1/11 _____
Authorized Customer Signature, President Date

Paul A. Blubek _____ 5/1/11 _____
Authorized Customer Signature, Treasurer Date

Michelle Gillies _____ 5/2/2011 _____
GPL Landscaping Signature Date