


CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY 
DEPUTY CLERK

**FIRST AMENDMENT TO TERM CONTRACT FOR CEDAR RIDGE
LANDSCAPING AND GROUNDS MAINTENANCE
(IFB-600532-09/TLR)**

THIS FIRST AMENDMENT is made and entered into this 25th day of June, 2012 and is to that certain Agreement made and entered into on the 11th day of March, 2009, between **HELPING HAND LAWN CARE, INC.**, whose mailing address is P.O. Box 1704, Sorrento, Florida 32776, hereinafter referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on March 11, 2009, for landscaping and grounds maintenance for the Cedar Ridge MSBU; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Exhibit A of the Agreement is deleted and replaced by the new Scope of Services and Price Schedule as indicated in Exhibit A attached hereto.
2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

HELPING HAND LAWN CARE, INC.

Reginald Pinard
Reginald Pinard, Secretary

By: [Signature]
E. NORMAN RIPPER, President

(CORPORATE SEAL)

Date: 20 June 2012

SEMINOLE COUNTY, FLORIDA

Lisa Spillman
Witness
Lisa Spillman
Print Name

By: [Signature]
For BETSY COHEN, Purchasing Supervisor
Date: 6/25/12

Tammy Roberts
Witness
Tammy Roberts
Print Name



For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

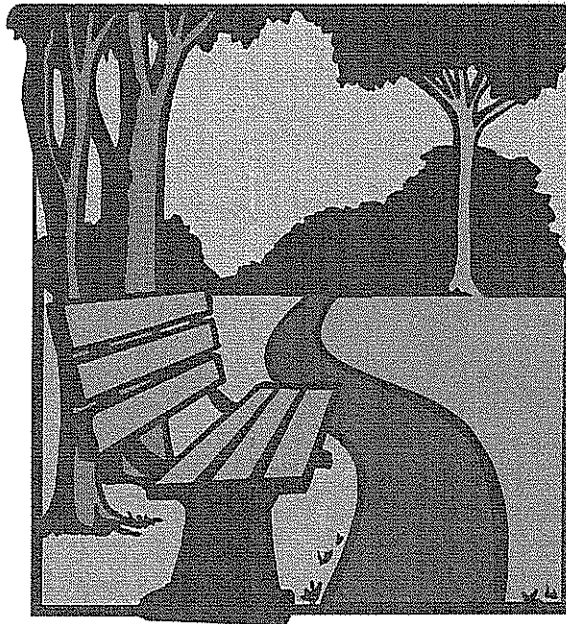
[Signature]

County Attorney
AEC/lpk
6/8/12

P:\Users\Legal Secretary CSB\Purchasing 2012\Agreements\IFB-600532 1am.doc

Attachment:
Exhibit A – Scope of Services and Price Schedule

Scope of Services



CEDAR RIDGE LANDSCAPING AND GROUNDS MAINTENANCE

IFB-600532-09/TLR

Amended June 2012

Table of Contents

| | |
|--|----|
| CEDAR RIDGE INTRODUCTION..... | 2 |
| SCOPE OF SERVICES – CEDAR RIDGE MSBU..... | 3 |
| A. Turf..... | 3 |
| B. Ornamental (ground cover, shrubs, vines and trees less than 12 ft.)..... | 3 |
| C. Trees Greater than 12 Feet in Height | 4 |
| D. Irrigation System | 4 |
| E. Fertilization | 5 |
| F. Weeds | 5 |
| G. Pest Control | 6 |
| H. Grounds Maintenance..... | 6 |
| I. Scheduling for Weekly Services | 6 |
| J. Landscape Replacement..... | 7 |
| K. Site Inspections & Reporting | 7 |
| L. Invoicing and Request for Payment | 7 |
| EXHIBIT A: CEDAR RIDGE MSBU - SERVICE AREAS | 8 |
| EXHIBIT B: SCHEDULE FOR FERTILIZATION & HERBICIDE AND ANNUAL PLANTINGS | 9 |
| Ornamentals and Roses Fertilization | 9 |
| Turf Fertilization and Herbicide Treatment..... | 9 |
| Annual Plantings | 9 |
| EXHIBIT C: INVOICE ATTACHMENT 1 - SERVICE SUMMARY SHEET..... | 10 |
| EXHIBIT D: INVOICE ATTACHMENT 2 - IRRIGATION & LIGHTING SUMMARY SHEET..... | 11 |
| EXHIBIT E: DEFINITIONS | 12 |
| EXHIBIT F: PRICING | 14 |

CEDAR RIDGE INTRODUCTION

The Cedar Ridge Maintenance Municipal Services Benefit Unit [MSBU] was established by the Seminole County Board of County Commissioners via Ordinance No. 97-20 on May 27, 1997 to provide funding for landscaping and grounds maintenance. The Cedar Ridge subdivision is located at the northwest corner of the intersection of Howell Branch Road and Dike Road in Winter Park, Florida.

The specific areas of grounds maintenance are described below and are depicted geographically on Exhibit A:

- **Area A** - The west side of the subdivision entrance at Howell Branch Road and Westdale Avenue consisting of annuals, ornamentals and turf;
- **Area B** - The northwest corner of the Howell Branch and Dike Road intersection consisting of palm trees, annuals, ornamentals and turf;
- **Areas C & D** - The subdivision entrance at Dike Road and Glenshire Way consisting of annuals, ornamentals, trees and turf;
- **Area 1E, 1W** - The area along the entire length of the subdivision wall parallel to Howell Branch Road, both east and west of the subdivision entrance, extending from the wall to the roadway consisting of ornamentals and turf;
- **Area 2A** - The west side of Westdale Avenue from the corner of Howell Branch Road to the end to the retention pond enclosure, extending from the wall to the roadway consisting of ornamentals and turf;
- **Area 2B** - The area immediately behind the wall consisting of trees greater than 12 feet in height;
- **Area 2C** - The east side of the entrance between the sidewalk and the roadway consisting of turf;
- **Area 3N & 3S** - The entire length of the subdivision wall area along Dike Road, both north and south of the Glenshire Way entrance consisting of ornamentals and turf;
- **Area 4 & 4A** - The fencing/easements area by the retention pond and pumping station on Bentwood Drive consisting of ornamentals and turf; and
- **Irrigation System I1-I6** - Consists of all locations and components associated with the complete irrigation system providing water to Cedar Ridge grounds.

The scope of service summarizes specific services to be performed at each of the above locations including mowing, edging, blowing, trimming, irrigation system inspections and minor maintenance/repair, fertilization, weed control, pest control, grounds evaluation, and minor non-electrical maintenance associated with lighting equipment.

The Contractor to whom this contract is awarded is expected to maintain optimal appearance of the common grounds and landscaped areas (see Exhibit "A") at all times. Contractor shall be attentive and timely with all scheduled activities. Contractor will be consulted for landscaping and landscape design recommendations and will be asked to provide price quotes and project coordination for landscape changes at site. Contractor will serve as the primary source for acquisition of new landscaping plants and components.

SCOPE OF SERVICES – CEDAR RIDGE MSBU

A. Turf

1. Mowing - Contractor will mow turf areas once a week March 1 through October 31. For the months November through February, mowing will be done as often as needed, but not less than twice per month, to keep grass from growing more than one inch above cutting height. Total mowing will be approximately 45 mowings per year. Mowing height shall be no less than three inches or more than four inches, as measured on flat, paved surface. In any case, no more than 1/3 of the leaf blades shall be removed at any single mowing. Clippings may be left on the lawn provided no visible clumps remain on the grass 24 hours after mowing. Otherwise, the Contractor will collect and dispose of clippings or leaves. Contractor will monitor blade sharpness of mower to achieve a clean cutting of turf. Areas not accessible to mowing machinery shall be hand clipped.
2. Edging - Contractor will edge along all sidewalks, roadways and parking lots (if applicable) with every mowing. All areas around planting beds and trees shall be edged with every other mowing. Grass growing in concrete will be sprayed with herbicides and removed when it has declined. To avoid damage, “weed eaters” will not be used to trim around trees, shrubs or ground covers.
3. Blowing - Contractor will remove all grass clippings, leaves, and landscaping debris from paved surfaces and sidewalks and deposit on turf. If excessive, resulting piles will be raked, removed and disposed of by Contractor.
4. Power Equipment and Personal Protective Equipment (PPE) – All power equipment shall comply with ANSI B71 safety specifications from the Outdoor Power Equipment Institute found at:
<http://webstore.ansi.org/FindStandards.aspx?SearchString=b71+safety&SearchOption=1&PageNum=0>
All equipment and personal protective equipment (PPE) must meet OSHA requirements:
http://www.osha.gov/pls/oshaweb/searchresults.category?p_text=power%20equipment&p_title=&p_status=CURRENT

B. Ornamental (ground cover, shrubs, vines and trees less than 12 ft.)

1. Trimming- Contractor will trim and/or prune ornamentals at least once per month to accomplish one or more of the following:
 - Maintain size and shape promoting natural growth pattern except where a formal appearance is preferred by community liaisons.
 - Removal of damaged branches, including dead fronds and seed stalks on any palms.
 - Promotion of fruiting or flowering (no pruning if plant is in flower or under stress).
 - Trim ornamental vines on subdivision wall at Howell Branch Rd./Westdale Ave. entrance; remove invasive vines from walls, signage, lights, trees and ornamental bushes and beds.

Note: Due to the potential for disease, the East Palatka Holly trees along Howell Branch Road are not to be trimmed to uniform shape. Trimming is restricted to dead and/or obstructive growth.
2. Guidelines: Contractor shall follow all established trimming and pruning guidelines which may be found at: http://www.na.fs.fed.us/spfo/pubs/howtos/ht_prune/prun001.htm (Forest Service of

the United States Department of Agriculture). Contractor shall dispose of all plant clippings and debris.

3. Annuals- Contractor will install 325 four inch (4") annuals in April, July and November each year. (See Exhibit "B"). Annuals will be allocated appropriately between the entrance on Dike Road, the entrance on Howell Branch Road, and at the intersection of Howell Branch and Dike Roads. Contractor will arrange and monitor irrigation requirements for annuals. The variety of annuals will be discussed and coordinated with the MSBU Program in advance of ordering. Should annuals fail to thrive for a minimum of thirty (30) days, Contractor will replace annuals at no charge.
4. Mulch- Contractor will add a minimum of 20 yards of mulch to existing areas two times per year. Recommendations for scheduling, placement and type of mulch (see Exhibit "F" for approved mulch types) are to be discussed in advance and coordinated with the MSBU Program. Mulch thickness shall be maintained at approximately two (2) inches. Existing mulch shall be removed or aerated with a pitch fork before installation of new mulch to reduce compaction. Mulch shall be placed 3 to 4 inches from the base of trees to avoid rot.

C. Trees Greater than 12 Feet in Height

Contractor will inspect trees and shrubs over 12 feet in height twice annually (winter by March 15 and summer by September 15). Inspection includes limbs or branches obscuring or brushing against signs, wall or street and landscape lights. Canopy of trees at Howell Branch Road entrance and along the west side of Westdale Avenue shall be maintained and trimmed to allow for street light illumination along sidewalks and roadways. Before pruning, Contractor is to provide MSBU Program with pruning recommendations. Contractor will follow current recommended arboriculture practices for pruning (i.e., Forest Service of the USDA [http://www.na.fs.fed.us/spfo/pubs/howtos/ht_prune/prun001.htm]).

Note: Due to the deteriorating condition of the private wall located parallel to Dike Road, tree and shrub trimming requested of Contractor in this vicinity is restricted to trimming that can be accomplished without damage or potential damage to the wall structure.

D. Irrigation System

1. Responsibility: The Contractor will be responsible for any damages by Contractor to the irrigation system. Such damages will be repaired by Contractor without charge to the MSBU. Contractor will ensure irrigation schedule complies with all current water management and governmental water restrictions. The Contractor will be responsible for immediate reporting to the MSBU any deficiencies, damage, vandalism, required adjustments and repairs to any and all components of the irrigation system.
2. Weekly Services: The Contractor will visually check the system weekly for dry turf areas (turf and ornamentals) or damage due to vandalism. The Contractor will physically check irrigation system and irrigation pump schedule, clean out around heads, and make minor repair or adjustments on a weekly service basis. Contractor will monitor and maintain rain sensors for proper functioning. Contractor will provide a monthly summary. (See Exhibit "D") of irrigation system checks to the MSBU Program with noted conditions at time of inspection and corrective measures taken or recommended.
3. Monthly Service: A wet check will be conducted monthly.
4. Minor Repairs: Contractor will make minor repairs up to \$50.00 with replacements being of same type/quality of irrigation equipment being replaced and will provide prompt report of

any deficiencies to the MSBU Program. The MSBU Program will contract separately for more extensive irrigation repairs or replacement needs. A summary of all locations of the repaired/replaced components and description of said components shall be included with submission of invoices (see Exhibit "D"). Charges for irrigation repairs above \$50.00 shall be at time and material with labor cost not to exceed contracted per hour rate (see Exhibit "G").

5. Reporting: Should any components of the irrigation system be deemed deficient in any way and that component is excluded from the responsibility of the Contractor as noted in this Contract and/or any of its Exhibits and/or Addendums, Contractor shall be responsible for immediately reporting such excluded component's deficiency to the MSBU Program for the purpose of obtaining independent contracting for remediation.

E. Fertilization

1. Inspection: The Contractor will visually inspect for signs of disease or nutrient deficiency on a weekly service basis. Upon diagnosis of problem, method of control must be identified and implemented by Contractor. To reduce competition to trees for nutrients by lawn, shrubs or ground cover, a plant-free circle (4 feet diameter) shall be maintained when feasible.
2. Schedule: Contractor will provide fertilization per the schedule noted in Exhibit "B". Turf areas are to be fertilized four times per year [February, April, June and October]. Ornamentals are to be fertilized three times per year (February, May and October). Roses are to be fertilized monthly or as needed. Contractor shall advise MSBU Program of types of fertilizers used if different from fertilization schedule. Slow or controlled release form of fertilizer shall be used. Excess fertilizer shall be swept from curbs, sidewalks, etc. onto turf areas.
3. Miscellaneous: In the event of "streaking", Contractor shall reapply additional fertilizer at no additional cost. Should additional fertilizer or soil amendments be required beyond the fertilization schedule (not including "streaking" remediation), Contractor shall do so on a time (see Exhibit "F") plus materials basis only with prior approval and authorization by the MSBU Program. Contractor shall treat plants showing nutrient deficiencies with supplemental applications of the specific lacking nutrient(s) per the University of Florida Cooperative Extension recommendations (<http://edis.ifas.ufl.edu/EP114>).
4. Records: Contractor shall maintain a comprehensive set of Material Safety Data Sheets (MSDS) for all supplies and chemicals used in performance of fertilization. Upon request, copies of the MSDS and/or product labels for each supply and chemical shall be furnished to the MSBU Program.

F. Weeds

1. Inspection: On a weekly service basis, the Contractor will inspect the turf and ornamental grounds for weeds. The Contractor will chemically control weeds through the use of pre- and post-emergent herbicides where possible. In locations or situations where chemical treatment is not feasible, the Contractor will physically remove weeds. Maintaining a sufficient layer of mulch (maintained at approximately two [2] inches) or other weed control barrier is required to be implemented by Contractor.
2. Records: Contractor shall maintain a comprehensive set of Material Safety Data Sheets (MSDS) for all supplies and chemicals used in performance of weed control. Upon request,

copies of the MSDS and/or product labels for each supply and chemical shall be furnished to the MSBU Program.

G. Pest Control

1. Inspection: The Contractor will visually inspect ornamentals, turf and annuals for signs of insect infestation on a weekly service basis. Upon diagnosis of problem, method of control must be identified and implemented by Contractor. Contractor shall possess a Limited State Certification for pesticide application. Contractor will discuss diagnosis with MSBU Program in advance of any treatment and supply the MSBU Program with a list of treatments applied.
2. Schedule: The Contractor will provide pest control services per the schedule noted in Exhibit "B".
3. Records: Contractor shall maintain a comprehensive set of Material Safety Data Sheets (MSDS) for all supplies and chemicals used in performance of pest control. Upon request, copies of the MSDS and/or product labels for each supply and chemical shall be furnished to the MSBU Program.

H. Grounds Maintenance

1. Debris Removal: Litter and other non-landscape debris removal is a weekly service: Contractor will pick up and remove all litter (such as newspaper, cans, bottles, discarded items, trash, signs, etc.) from landscape, turf, and entrance areas within boundaries of contracted service area with each scheduled mowing before mowing. Should Contractor note any vandalism, theft, hazard or damage, it shall be brought to the attention of the MSBU Program.
2. Lighting Inspection: Lighting Check is a weekly service: Contractor will inspect lighting of landscape and entrance/signage with each scheduled mowing. Contractor will complete minor repairs (such as bulb replacement) up to \$25.00 and will provide prompt report of any deficiencies to the MSBU Program. The MSBU Program will contract separately for more extensive electrical repairs or replacement needs. A summary of all locations of the repaired/replaced components and description of said components shall be included with submission of invoices (see Exhibit "D").

I. Scheduling for Weekly Services

Weather permitting, all weekly services will be conducted on the same day each week. A weekly service day of either Friday or Thursday is expected unless otherwise negotiated with MSBU Program at the end of each quarter of the service year. If service cannot be provided on the expected date of service, alternative arrangements must be discussed with and agreed upon by the MSBU Program to ensure payment for the full monthly service allotment. If weather conditions prohibit providing service in a quality manner on the normally scheduled day (Friday or Thursday), the pending service is expected to be provided on the first weekday on which weather conditions have returned to acceptable conditions. The expectation is for weekly services to be provided in conjunction with scheduled mowing services with a minimum number of 45 weekly services. In the event that a weekly service (other than mowing) is necessitated during a week without scheduled mowing, the Contractor will be expected to conduct the weekly service with no additional cost to the County.

J. Landscape Replacement

Any declining or dead plant(s) shall be brought to the MSBU Program's attention.

- a. If decline is due to Contractor's negligence or carelessness as determined by the MSBU Program, Contractor shall be responsible for replacement of plant. Replacements will be Florida Grade 1 or better and approved/authorized by the MSBU Program.
- b. If decline is within thirty (30) days of installation by Contractor, Contractor shall be responsible for replacement of plant. Replacements will be Florida Grade 1 or better and approved/authorized by the MSBU Program.
- c. If decline is due to natural attrition as determined by the MSBU Program, the Contractor will coordinate replacement with the MSBU Program according to the pricing in Exhibit "G".

K. Site Inspections & Reporting

1. **Summary Evaluation of Service Area:** A quarterly evaluation (March, June, September and December) of turf and ornamentals must be performed by Contractor with a summary presented to the MSBU Program. Summary may be in writing or conducted in person. The summary will include review of service concerns, condition of ornamentals, turf, and entrance areas, with general recommendations for ensuring landscaping results are consistent with maintaining optimal conditions. If requested by the MSBU Program, a walk-through evaluation will be provided quarterly (March, June, September and December).
2. **Annual Audit:** At the discretion of the MSBU Program, an annual audit may be scheduled. If so scheduled, Contractor agrees to comply with the audit and attend any necessary meeting(s) to be scheduled at a mutually convenient time and place.

L. Invoicing and Request for Payment

1. **Payment Request:** Invoices shall be submitted in a timely manner after completion of work.
2. **Invoice:** Each invoice submitted by Contractor to MSBU Program shall have the required invoice attachment sheet ("Service Summary" check-off sheet) included with the invoice (see Exhibit "C"). Dates of completed service shall be clearly marked. If approved by MSBU Program, vendor may provide alternative invoice format.
3. **Attachments:** A required summary and detail of irrigation reviews and description of any repairs completed is also to be included with the invoice. (see Exhibit "D").

EXHIBIT A: CEDAR RIDGE MSBU - SERVICE AREAS

(See following page.)

EXHIBIT B: SCHEDULE FOR FERTILIZATION & HERBICIDE AND ANNUAL PLANTINGS

Ornamentals and Roses Fertilization

Roses - Monthly or as required

Fertilize with 14 -14 -14 with micronutrients; 1# per 100 - square feet. (Sulfur coated urea N; Sulfur coated ammonitic N) Slow release or other appropriate fertilizer specifically for roses

All Other Ornamentals - May/February/October:

Fertilize with 14 -14 -14 with micronutrients; 1# per 100 - square feet. (Sulfur coated urea N; Sulfur coated ammonitic N) Slow release.

Turf Fertilization and Herbicide Treatment

February:

164-825% S.C.U. with pre-emergent herbicide (Atrazine - St Augustine; 2-4-D- Bahia)

April:

17-44-25% - S.C.U. with pre-emergent herbicide (Atrazine - St. Augustine; 2-4-D- Bahia)

June:

29-3-5-25% S.C.U. with Dunban in St. Augustine if insects persistent; with Oftanol in Bahia if insects persistent

October:

164-825% S.C.U. pre-emergent herbicide (Atrazine - St. Augustine; 2-4-D - Bahia)

Annual Plantings

| ITEM | DETAIL OF ANNUALS TO BE PLANTED |
|------|---|
| 1 | By April 1, 325 annuals shall be replaced in annual beds (Areas A, B, C and D on Exhibit "A") with annuals of a variety to be approved by MSBU and liaisons. |
| 2 | By July 15, 325 annuals shall be replaced in annual beds (Areas A, B, C and D on Exhibit "A") with annuals of a variety to be approved by MSBU and liaisons. |
| 3 | By the Monday of the week of Thanksgiving, 325 annuals shall be replaced by red and white petunias (Areas A, B, C and D on Exhibit "A"). Additional holiday plants may be requested by liaisons at additional cost per Exhibit "D". |

EXHIBIT C: INVOICE ATTACHMENT 1 - SERVICE SUMMARY SHEET

| ITEM | SERVICE | FREQUENCY | DATE(S) PERFORMED |
|------------|--|--|-------------------|
| A1 | Mowing (minimum 45 visits/yr) | WEEKLY SERVICE (except NOV - FEB) | |
| A2 | Edging (minimum 45 visits/yr) | WEEKLY SERVICE (except NOV - FEB) | |
| A3 | Blowing/Debris Removal (minimum 45 visits/yr) | WEEKLY SERVICE (except NOV - FEB) | |
| B1 | Trimming/Pruning Ornamentals | MONTHLY | |
| B3 | Annuals – include quantity | SCHEDULED 325 each APR, JULY & NOV | |
| B4 | Mulch – include volume (cubic yards) | SCHEDULED 20 CY MAY & 20 CY SEPT | |
| C | Trimming/Pruning Trees >12 Ft. | SCHEDULED MAR AND SEPT | |
| D1,2, 4 | Irrigation Check & minor repairs up to \$350/yr at no addl. Charge (minimum 45 visits/yr) | WEEKLY SERVICE (except NOV - FEB) | |
| D3 | Irrigation – Wet Check | MONTHLY | |
| E1 | Inspection of Vegetation – nutrients, condition, disease, etc | WEEKLY SERVICE (except NOV - FEB) | |
| E2 | Fertilization - Turf areas | SCHEDULED FEB, APR, JUNE, OCT | |
| E2 | Fertilization - Roses | MONTHLY | |
| E2 | Fertilization - Ornamentals | SCHEDULED FEB, MAY, OCT | |
| F1 | Weed Control (minimum 45 visits/yr) | WEEKLY SERVICE (except Nov. -Feb.) | |
| G1 | Inspect/Treat turf & ornamentals for insect problems (minimum 45 visits/yr) | WEEKLY (except NOV - FEB) | |
| H1 | General Litter & Debris Pick-up (minimum 45 visits/yr) | WEEKLY SERVICE (except NOV - FEB) | |
| H2 | Check landscape lighting (minimum 45 visits/yr; repairs up to \$150.00/yr - no addl. charge) | WEEKLY SERVICE (except NOV - FEB) | |
| K1 | Quarterly Evaluation | QUARTERLY MAR, JUN, SEPT, DEC | |
| K2 | Annual Evaluation | AS DETERMINED BY MSBU PROGRAM | |

EXHIBIT D: INVOICE ATTACHMENT 2 - IRRIGATION & LIGHTING SUMMARY SHEET

(ATTACH TO MONTHLY INVOICE)

| ITEM | SERVICE | FREQUENCY | DATE(S) PERFORMED |
|------|---|--------------------------------------|-------------------|
| 1 | Irrigation: Check for damaged heads or vandalism | WEEKLY SERVICE (except NOV - FEB) | |
| 2 | Irrigation: Check for broken pipes or risers | WEEKLY SERVICE (except NOV - FEB) | |
| 3 | Irrigation: Check for dry turf or planting beds | WEEKLY SERVICE (except NOV - FEB) | |
| 4 | Irrigation: Clean out area round sprinkler heads | WEEKLY SERVICE (except NOV - FEB) | |
| 5 | Irrigation: Check if minor adjustments/repairs needed | WEEKLY SERVICE (except NOV - FEB) | |
| 6 | Irrigation: Check moisture sensor | WEEKLY SERVICE (except NOV - FEB) | |
| 7 | Irrigation: Check compliance with any watering restrictions | WEEKLY SERVICE (except NOV - FEB) | |
| 8 | Irrigation: Complete system wet check | MONTHLY | |
| 9 | Lighting: Check Dike Road entrance landscape lighting, sign lighting | WEEKLY SERVICE (except NOV - FEB) | |
| 10 | Lighting: Check Howell/Westdale entrance landscape lighting, wall lights, sign lighting | WEEKLY SERVICE (except NOV - FEB) | |
| 12 | Lighting: Check Howell/Dike Road Intersection landscape, sign lighting | WEEKLY SERVICE (except NOV - FEB) | |

Comments for the above service checks: _____

| ITEM | DETAIL REPAIR LOCATION AND TYPE(S) OF EQUIPMENT REPLACEMENT | DATE PERFORMED |
|------|--|----------------|
| 1 | | |
| 2 | | |
| 3 | | |

EXHIBIT E: DEFINITIONS

Annuals: Those seasonal plants growing one season or year.

Blowing: To drive by means of a current of air any and all debris from surfaces (i.e., grass from sidewalks).

Edging: To provide an even, sharp line or border at which vegetation terminates (i.e., grass terminating at the sidewalk).

Evaluation: To complete a comprehensive review of all site areas (See Exhibit A) noting condition, treatments, remediation, and recommendations for all turf, ornamentals, annuals and trees and providing thorough detailed report of evaluation.

Fertilization: The process of replacing nutrients lost through use by plants and leaching by water by ensuring the presence of all essential elements supplied by soil is in the right quantities and the right chemical forms for optimum plant use.

Florida Grade 1: A system of procuring strong healthy plant material per Florida Department of Agriculture and Consumer Services, Division of Plant Industry guidelines (<http://www.doacs.state.fl.us/pi/pubs.html>).

Grounds: Landscaped and hardscaped areas containing turf (grass), ground covers, trees, flowers, shrubs, bushes, ornamental grasses, mulches, lighting, irrigation, signage, and sidewalks. (See Exhibit "A".)

Grounds Maintenance: Duties include mowing, edging, trimming, fertilizing, dethatching, watering, and mulching turf and grounds many times during the growing season. It also includes transporting and planting new vegetation, transplanting, mulching, fertilizing, and watering existing plants, trees, and shrubs. Pesticide handling includes the use of sprayers, and applicators, vegetation mix herbicides, fungicides, or insecticides and applying them through sprays, dusts, or vapors into the soil or onto plants. Tree trimmers and pruners cut away dead or excess branches from trees or shrubs to clear roads, sidewalks, or utilities' equipment or to improve the appearance, health, and value of trees. Also included are minor non-electrical repairs associated with lighting equipment (i.e., bulb replacement, globe cover replacement, etc.)

Herbicides: A chemical substance used to destroy or inhibit the growth of plants, especially weeds.

Irrigation System: A means of conveyance and distribution of water to provide moisture to all covered site areas (See Exhibit "A") by utilizing a system of an automatic timer/controller, pump, control valves, polyvinyl chloride (PVC) pipes and risers, moisture sensor technology, and assorted sprinkler heads. The properly programmed timer/controller requires initial site specific set-up, including run times and required cycles, to control water distribution without human intervention.

Landscape/Landscaping: To provide advice, recommendations, care, and implementation of plants.

Lighting: Lighting equipment that accents areas such as signage, specific landscaping features, and entrances.

Litter: General debris and trash such as, but not be limited to, cans, newspapers, bottles, trash, signs, papers, bags, and any other discarded items to be removed from all contracted areas (see Exhibit "A") on a weekly basis.

MSBU: Municipal Service Benefit Unit – a special assessment district created to provide funding for improvements that are authorized through the MSBU Program.

Mowing: To cut turf with properly maintained equipment and sharp blades, maintaining not less than three (3) nor more than four (4) inches in height; further, not cutting more than 1/3 of the turf height at any one cutting.

Mulch: A protective covering of organic material (see Exhibit "C" for approved types) laid over the soil around plants to prevent erosion, retain moisture, and sometimes enrich the soil, while being maintained at approximately two (2) inches.

Negligence: Negligence is a 'legal cause' of damage if it directly and in natural and continuous sequence produces or contributes substantially to producing such damage, so it can reasonably be said that if not for the negligence, the loss, injury or damage would not have occurred. Contractor shall be responsible for all loss, injury or damage caused by Contractor's negligence.

Ornamental Vegetation: Any plants that are not intended for consumption or the harvest of a consumable crop, including plants grown in private gardens. These include, but are not limited to, crape myrtles, green liriopse, impatiens, poinsettias, junipers, etc.

Personal Protective Equipment (PPE): Safety equipment issued to help employees in protecting themselves from the hazards of their work environments. PPE includes fire retardant or chemical-proof clothing, gloves, hard hats, respirators, safety spectacles, ear/hearing protection, etc.

Pest Control: Any of a wide range of environmental interventions that have as their objective the reduction to acceptable levels of insect pests, plant pathogens, and weed populations. Specific control techniques include chemical, physical, and biological mechanisms.

Power Equipment: That equipment utilized to maintain the landscape and powered by gas, gas and oil, or electric and which includes, but is not limited to, blowers, leaf suckers, sprinkler system pump, mowers, lawn tractors, edgers, hedge trimmers (both corded and cordless types), lawn and garden tractors and utility loaders.

Trimming: The act of pruning, cutting or lopping superfluous or undesired twigs, branches, or roots from landscape vegetation such as, but not limited to, trees, shrubs, ornamentals, ground covers, turf, annuals, etc.

Weed Control: To kill, remove or limit the growth of plants (weeds) in places where they are not wanted, usually for economic, health, or aesthetic reasons. Full control shall include the removal and disposal of such weeds.

Weekly Service: Services identified in contract as weekly; to be conducted with each scheduled mowing service. Minimum 45 weeks per year.

EXHIBIT F : PRICING

| ITEM | DESCRIPTION | FREQUENCY | QTY | UNIT RATE June 2012 |
|-------------------------------------|--|--|-----|------------------------|
| A1 | Mowing (minimum 45 visits/yr) | WEEKLY (except NOV – FEB) | 45 | \$ 21.50 |
| A2 | Edging (minimum 45 visits/yr) | WEEKLY (except NOV – FEB) | 45 | \$ 5.50 |
| A3 | Blowing/Debris Removal (minimum 45 visits/yr) | WEEKLY (except NOV – FEB) | 45 | \$ 5.50 |
| B1 | Trimming Ornamentals | MONTHLY | 12 | \$ 107.00 |
| C | Trimming/Pruning Trees >12 Ft. | SCHEDULED MAR AND SEPT | 2 | \$ 107.00 |
| D1 | Check Irrigation System | WEEKLY | 45 | \$ 5.50 |
| D3 | Wet Check Irrigation System | MONTHLY | 12 | \$ 43.00 |
| E1 | Inspect/Treat turf & ornamentals for disease problems | WEEKLY | 45 | \$ 5.50 |
| E2 | Fertilization - Turf | SCHEDULED FEB, APR, JUNE, OCT | 4 | \$ 43.00 |
| E2 | Fertilization - Ornamentals | SCHEDULED FEB, MAY, OCT | 3 | \$ 107.00 |
| F1 | Inspect/Treat weeds | WEEKLY | 45 | \$ 27.00 |
| G1 | Inspect/Treat ornamentals, turf and annuals for insects problems | WEEKLY | 45 | \$ 5.50 |
| H1 | General Litter & Debris Removal | WEEKLY | 45 | \$ 5.50 |
| H2 | Check condition and operation of landscape lighting | WEEKLY | 45 | \$ 5.50 |
| K1,2 | Annual/Quarterly Evaluation | QUARTERLY MAR, JUN, SEPT, DEC | 4 | \$ NA |
| ANCILLARY LABOR AND SUPPLIES | | | | |
| #1 Labor | Design Services | HOURLY RATE | | \$ 60.00 |
| #2 Labor | Landscaping Labor | HOURLY RATE | | \$ 30.00 |
| #3 Labor | Irrigation Repair Labor | HOURLY RATE | | \$ 60.00 |
| | Irrigation Repair | SUPPLIES PRICED AT VENDER COST PLUS 5% | | \$ VARIES |
| #4 Labor | Lighting Repair Labor | HOURLY RATE | | \$ 20.00 |
| | Lighting Repair | SUPPLIES PRICED AT VENDER COST PLUS 5% | | \$ VARIES |

ITEM/PLANT SPECIES PRICING*

| CATEGORY | ITEM | DESCRIPTION | SIZE | COST EACH |
|------------|----------------------------|-------------------|-----------|-----------|
| Annual | Impatiens | | 4" | \$ 2.00 |
| Annual | Marigolds | | 4" | \$ 2.00 |
| Annual | Petunias/ Vinca | | 4" | \$ 2.00 |
| Annual | Unlisted – Annuals | Miscellaneous | 4" | \$ 2.00 |
| Annual | Poinsettia | | 1 gal | \$ 10.00 |
| Annual | Unlisted – Annuals | Miscellaneous | 1 gal | \$ 10.00 |
| Perennial | African Iris | | 1 gal | \$ 7.50 |
| Perennial | Juniper | | 1 gal | \$ 10.50 |
| Perennial | Liriope | | 1 gal | \$ 7.50 |
| Perennial | Unlisted – Perennials | Miscellaneous | 4" | \$ 2.00 |
| Perennial | Unlisted – Perennials | Miscellaneous | 1 gal | \$ TBD* |
| Ornamental | Azalea | | 3 gal | \$ 10.50 |
| Ornamental | Ligustrum | | 3 gal | \$ 10.50 |
| Ornamental | Podocarpus | | 3 gal | \$ 10.50 |
| Ornamental | Roses | Knock Out | 3 gal | \$ 12.00 |
| Ornamental | Misc Unlisted – Ornamental | | 3 gal | \$ TBD* |
| Tree | Crape Myrtle | | 15 gal | \$ 100.00 |
| Tree | Holly | Burford | 15 gal | \$ 100.00 |
| Tree | Holly | (East Palatka | 15 gal | \$ 100.00 |
| Turf | Grass (Turf) | St. Augustine | 500 sq ft | \$ 400.00 |
| Mulch | Shredded | Cypress (brown) | cyd | \$ 50.00 |
| Mulch | Nuggets | Pine Bark (brown) | cyd | \$ 50.00 |
| Mulch | Chips | Eucalyptus | cyd | \$ 53.50 |

***NOTES:**

1. All plant prices will include plant material, ground/soil preparation and amendment, and installation.
2. All plant prices will include a thirty (30) day replacement warranty should any plant fail to thrive.
3. Price to be determined by quote; dependent on availability and type selected.