



## Celebration Residential Owners Association (CROA)

### BOARD OF DIRECTORS' MEETING

*Residents may attend in person or virtually*

<b>To join online:</b> <a href="#">Click here to join the meeting</a> Meeting ID: 213 070 167 534	<b>To join by phone:</b> 689-206-0281 Meeting ID: 296 340 668
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**Wednesday, December 14, 2022 6:00 – 8:00 PM**

### AGENDA

- ❖ **Verify Meeting Properly Noticed**
- ❖ **Verify Quorum**
- ❖ **Pledge of Allegiance**
  - I. Call to Order**
  - II. Owner Comments**
  - III. Adopt Agenda**
  - IV. Approval of Minutes**
    - A. CROA Board Meeting [11-16-2022](#)
  - V. Financials**
    - A. Financials – Updated Financials will be available December 20, 2022
  - VI. President's Update**
  - VII. Action Items**
    - A. Consent Agenda – Landscaping
      - 1. Motion to approve [landscaping improvements at Aquilla Loop Passive Park](#) by Benchmark Landscaping in the amount of \$15,375.00- CROA Replacement Reserve Funds.





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2. Motion to approve [New Landscaping contract for Charleston Place Townhomes](#) in the amount of \$3,821.00 per month with Action Environmental Services – Service Area Operating Fund.
3. Motion to approve [New Landscaping contract for Academy Row/Meeting House Green Townhomes](#) with Trimac Outdoors in the amount of \$2,565.83 – Service Area Operating Fund.
4. Motion to approve [New Landscaping contract for Savannah Square](#) in the amount of \$2,323.00 per month with Exquisite Landscaping – Service Area Operating Fund.
5. Motion to approve [New Landscaping contract for South Village Townhomes](#) with Exquisite Landscaping in the amount of \$4,0775.50- Service Area Operating Fund.
6. Motion to approve [New Landscaping Contract for Roseville Corner](#) with Prince and Sons Landscaping in the amount of \$4915.50 – Service Area Operating Fund.
7. Motion to approve [New Landscaping Contract for Greenlawn Townhomes](#) Landscaping in the amount of \$2032.25 – Service Area Operating Fund.
8. Motion to approve [New Landscaping Contract for East Village Duplexes](#) with Benchmark Landscaping in the amount of \$604.58 – Service Area Operating Fund.
9. Motion to approve [New Landscaping Contract for Oak Pond Townhomes](#) with Benchmark in the amount of \$5,000.00 – Service Area Operating Fund.
10. Motion to approve [New Landscaping Contract for Blue Sage Townhomes](#) with Prince and Sons Landscaping in the amount of \$983.50- Service Area Operating Fund.
11. Motion to approve [New Landscaping Contract for Golden Aster Tri-plex's](#) with Benchmark Landscaping in the amount of \$300.00- Service Area Operating Fund.
12. Motion to approve [New Landscaping Contract for Parkview Townhomes](#) in the amount of \$5,454.16 with Exquisite Landscaping - Service Area Operating Fund.
13. Motion to approve [New Landscaping Contract for Spring Lake Townhomes](#) with Exquisite Landscaping in the amount of \$6,067.33- Service Area Operating Fund.
14. Motion to approve [New Landscaping Contract for Spring Lake Garden Homes](#) with Exquisite Landscaping in the amount of \$14,665.41- Service Area Operating Fund.



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15. Motion to approve [New Landscaping Contract for Spring Lake Common Areas](#) with Exquisite Landscaping in the amount of \$4646.16 Monthly - CROA Operating Fund.
16. Motion to approve [Landscaping Improvements for Savannah Square](#) by Exquisite Landscaping in the amount of \$10,839.00- Service Area Reserve Funds.
17. Motion to approve a [one-year contract Landscaping contract for Island Village Townhomes](#) with Exquisite Landscaping in the amount of \$- Service Area Operating Funds

### B. Consent Agenda – Maintenance / Other

1. Motion to approve [repairs and replacement of pavers at Lutyens Park](#) by Phoenix Works in the amount of \$3,250.00- CROA Replacement Reserve Funds.
2. Motion to approve [repair and replacement of pavers, sidewalk grinding and replacement of arbors at Green Square Park](#) by Phoenix Works in the amount of \$9,650.00- CROA Replacement Reserve Funds.
3. Motion to approve [sidewalk repairs, repairs of pavers replacement of both arbors at Ashbee Park](#) by Phoenix Works in the amount of \$4,150.00- CROA Replacement Reserve Funds.
4. Motion to approve the [repairs of sidewalks and pavers at Oscar Park](#) by Phoenix Works in the amount of \$1,575.00- CROA Replacement Reserve Funds.
5. Motion to approve the [repairs of pavers at Mosaic East Park](#) by Phoenix Works in the amount of \$2,600.00-CROA Replacement Reserve Funds.
6. Motion to approve the [repairs of pavers at Mosaic West Park](#) by Phoenix Works in the amount of \$3,650.00- CROA Replacement Reserve Funds.
7. Motion to approve the [repairs of pavers and sidewalks at Craftsman Park](#) by Phoenix Works in the amount of \$3,975.00- CROA Replacement Reserve Funds.
8. Motion to approve the [repairs of pavers at Tapestry East Park](#) by Phoenix Works in the amount of \$13,750.00- CROA Replacement Reserve Funds.
9. Motion to approve the [repair of pavers at Tapestry West](#) by Phoenix Works in the amount of \$1,100.00- CROA Replacement Reserve Funds.



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10. Motion to approve the [repair of sidewalks and trim replacement on arbor posts at Canne Park](#) by Phoenix Works in the amount of \$2,850.00- CROA Replacement Reserve Funds.
11. Motion to approve [repairs of sidewalks at Greenbrier Park](#) by Phoenix Works in the amount of \$2,975.00- CROA Replacement Reserve Funds.
12. Motion to approve [repairs of sidewalks and pergola replacement at Trumpet Park](#) by Phoenix Works in the amount of \$14,500.00- CROA Replacement Reserve Funds.
13. Motion to approve the [replacement of Acorn globes at Townhall and Lakeside Park](#) by Frontier Lighting in the amount of \$4250.00- CROA Replacement Reserve Funds.
14. Motion to approve [Roofing Repairs/ Dormers at North Village Townhomes](#) by Phoenix Roofing in the amount of \$55,000.00 – Service Reserve Funds.
15. Motion to approve [Roofing Repairs/Dormers at South Village Townhomes](#) by Phoenix Roofing in the amount of \$66,000.00 – Service Area Reserve Funds.
16. Motion to approve [Roofing Repairs/Dormers at Blue Sage Townhomes](#) by Phoenix Roofing in the amount of \$33,000.00- Service Area Reserve Funds.
17. Motion to approve [Roofing Repairs/Dormer at Spring Lake Townhomes](#) by Phoenix Roofing in the amount of \$11,000.00- Service Area Reserve Funds.
18. Motion to approve [Roofing Repairs/ Dormer at Greenlawn Townhomes](#) by Phoenix Roofing in the amount of \$11,000.00- Service Area Reserve Funds
19. Motion to approve [Roofing/Dormer replacement at Academy Row/ Meeting House Green Townhomes](#) by Phoenix Roofing in the amount of \$44,00.000- Service Area Reserve Funds

### C. Action Required

1. Motion to ratify the emergency approval of [Sihle Insurance Group proposal](#).
2. Motion to approve the new member of the [Spring Lake Townhomes Service Area Committee\\*](#)
3. Motion to approve the new members of the [Spring Lake Garden Homes Service Area Committee\\*](#)



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4. Motion to approve the [RFP for the Lot D Project](#)
5. Motion to approve the [2023 contract for Celebration Cyclones](#) as recommended by the Parks and Recreation Committee
6. Motion to approve the [2023 contract for Advantage Tennis](#) as recommended by the Parks and Recreation Committee
7. Motion to approve the [2023 contract for Celebration Soccer Club](#) as recommended by the Parks and Recreation Committee
8. Motion to accept turnover of [Island Village Townhome Buildings 5, 17, 18, 20, 21, and 22](#)
9. Motion to approve the [Condominium Council General Resolution](#)
10. Motion to approve the [Yellowstone settlement offer in the amount of \\$95,000](#) – CROA Operating Fund.
11. [Fee Waiver](#) Requests\*

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### **VIII. Discussion Items**

- A. Management Update
- B. Project Update
- C. Discussion of windows for Artisan Park Condos

### **IX. Board Comments**

### **X. Adjournment**

**\*Details Confidential**



## BOARD OF DIRECTORS' MEETING Wednesday, November 16, 2022 6:00 PM MINUTES

### I. Call to Order

The Board Meeting was called to order at 6:03 PM by Mrs. Cindy Swisher, President. Also present were Mr. David Anderson, Vice President; Mr. Bill Grindl, Treasurer; Mrs. Celia A McFadden, Secretary; and Mr. Jim Hays, Director; Representing GrandManors were Ms. Lauren Gunnyon, Executive Director; Mr. Roger Edwards, Vice President; Ms. Natalie Mower, Community Manager; Ms. Liz Wargo, Director of Lifestyles and Communication; Ms. Rose Vazquez, Service Area Manager; Mr. Brayan Senquis, Maintenance Manager; Ms. Amie Guswiler, Client Service Manager; Mr. Andy Bowman, IT Administrator and Jose Otero, IT Manager. The meeting, having been appropriately noticed, was ready to proceed with business.

### II. Owner Comments

### III. Adopt Agenda

Mr. Anderson motioned to adopt the agenda, Mrs. McFadden seconded, and the motion passed unanimously.

### IV. Approval of Meeting Minutes

Mr. Anderson motioned to approve, as amended, the revised minutes from the October meetings. Mr. Hays seconded, and the motion passed unanimously.

### V. Financials

Mr. Grindl began speaking about the insurance premiums for 2023, and the Board Packet includes a brief memo of the projection having a cost for an overall cost savings of almost \$40,000.00 compared to what was budgeted for 2023. Mr. Grindl explained that we need to prepare for a significant increase in 2024 due to Florida's most recent hurricanes. Mr. Grindl also stated that Umbrella policies don't typically change but that the premiums are increasing due to litigation. We could see a thirty-to-thirty-five percent increase for 2024.

### VI. Action Items

#### A. Consent Agenda

1. Mrs. McFadden motions to approve the emergency evaluation and roof repairs due to hurricane for Academy Row/Meeting House Green Townhomes by Phoenix Roofing Services in the





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amount of \$10,125.00 – Academy Row/Meeting House Green Operating Funds, Mr. Anderson seconds, and the motion passes unanimously.

2. Mrs. McFadden motions to approve the emergency evaluation and roofing repairs due to a hurricane or North Village, Charleston Place Townhomes by Phoenix Roofing Services in the amount of \$6,750.00 – North Village, Charleston Place Service Area Operating Funds, Mr. Anderson seconded, and the motion passes unanimously.
3. Mrs. McFadden motions to approve the emergency evaluation and roof repairs due to the hurricane for South Village Townhomes by Phoenix Roofing Services in the amount of \$9,450.00 – South Village Service Area Reserve Funds, Mr. Anderson seconded, and the motion passes unanimously.
4. Mrs. McFadden motions to approve the emergency hurricane preparation to install boards over windows located at facilities by Phoenix Works in the amount of \$8,742.62 – CROA Operating Funds, Mr. Anderson, seconded, and the motion passes unanimously.

### B. Action Required

1. Mr. Anderson motions to approve to recommend CCS reimburse to CROA Operating Fund in the amount of \$4,591.79 for Falltober Fest, Mr. Grindl seconded, and the motion passes unanimously.
2. Mrs. McFadden motions to approve the rental of a Tent from PRO Em in the amount of \$7,275.65 for the Father Daughter Dance – CROA Operating Fund, Mr. Hays seconded, and the motion passes unanimously.
3. Mr. Anderson motions to approve the purchase of new chairs for events from ZESCO Design in the amount of \$16,817.31 after consultation with the Special Events Committee and allowing management to increase the cost no more than %20 based on that input – CROA Capital Improvement Fund, Mr. Hays seconded, and the motion passes unanimously.
4. Mr. Anderson motions to approve the purchase of new tables for events from Competitive Edge Products Inc. in the amount of \$17,569.80 after consultation with the Special Events Committee and allowing management to increase the cost no more than %20 based on that input – CROA Capital Improvement Fund, Mr. Hays seconded, and the motion passes unanimously.
5. Mr. Hays motions to approve contract extensions for Ballroom Dance, Zumba, and Farmer's Market Partner Program as recommended by the Parks and Recreation Committee; Mr. Grindl seconded, and the motion passes unanimously.



6. Mr. Anderson motions to accept the turnover of Island Village Townhome Buildings 7, 8 & 9, Mr. Grindl seconded, and the motion passes unanimously.
7. Mr. Anderson motions to approve the 2023 Lifelong contract as recommended by the Recreation Committee, Mrs. McFadden seconded, and the motion passes unanimously.
8. Mr. Anderson motions to approve 2023 Thriving in Place contract as recommended by the Recreation Committee, Mrs. McFadden seconded, and the motion passes unanimously.
9. Mr. Hays motions to approve the engagement of Gerstle, Rosen & Goldberg P.A. to provide audit and Tax services in the amount of \$15,000 – CROA Operating Fund, recommended by the Finance Committee Mr. Grindl seconded, and the motion passes unanimously.
10. Mr. Anderson motions to approve the KPMF Lot D 90% Drawings with noted adjustments from the Pickleball SME Group comments. Mrs. McFadden seconded, and the motion passes unanimously.
11. Mr. Grindl motions to approve the Calic Group as the Owner's Representative and RFP Manager for the Lot D Project in the amount of \$33,450.00 – CROA Capital Improvements Funds. Mrs. McFadden seconded, and the motion passes unanimously.
12. Mr. Hays motions to approve the investment recommendation from the Finance Committee and direct Grand Manors to complete the investment transactions – CROA Operating Funds, CROA Replacement Funds, and CROA Capital Funds.
13. Mr. Anderson motions to approve the closing of Town Hall on Saturdays and extend Business hours on Tuesdays and Thursdays from 5:30 pm to 7:00 pm. Mr. Hays opposed, Mrs. McFadden, Ms. Swisher, Mr. Anderson, and Mr. Grindl in favor and the motion passes. This will be re-evaluated in the coming months on an as needed basis to discuss service impacts.

## VII. Discussion Items

### A. Management Update

Ms. Gunnyon began by providing an update on staffing at Town Hall, the new IT Administrator has started and the Community Standards Manger's first day on site will be November 21<sup>st</sup>. Town Hall still has vacancies in Maintenance, Parks and Rec, and in the Finance Manager position.

Ms. Mower stated that there have been a number of projects going on in the service areas due to damages caused by Hurricanes Ian and Nicole. There are also a number of cleaning and repair projects going on in the community.





## B. Committee Liaison Reports

Mrs. McFadden provided updates on the Service Area Landscape RFPs, the Parks and Recreation Committee RFP, and the Special Events Committee upcoming plans and possible changes to Falltober Fest. There is no update from the Condo Council.

Mrs. Swisher provided an update on the Covenants Committee.

Mr. Anderson stated that a Technology Workshop is looking at the week after Thanksgiving to be scheduled, and there are no updates from the Dog Park Committee.

Mr. Grindl provided an update on the ARC Committee and Finance Committee.

Mr. Hays had no updates

## C. Island Village

Ms. Gunnyon noted that single-family homes in Island Village are paying CROA quarterly assessments. CROA is responsible for inspections and processing ARC applications that come out of the single-family Island Village homes. Covenants has been inspecting and sending soft reminder letters to residents of Island Village to provide them with friendly reminders. Formal letters will begin in January with the rest of the community. A good number of ARC applications have already been processed for Island Village residents.

Town Home turnovers are under way. CROA has accepted Buildings 7, 8, and 9. Residents in those buildings will begin paying their service area dues in December. There are six other buildings in varying stages of the turnover process that the Board will be seeing in the future.

The amenity turnover is still in negotiations.

## D. 2023 Election Timeline

Ms. Gunnyon began by stating that the Board has an updated version of the initial draft timeline after some comments received from Mr. Anderson that day. Ms. Gunnyon then reviewed the proposed timeline with the Board. Some discussion was had regarding the candidate forums, their number, and their form.

## E. Celebration News

Mrs. Swisher provides some background as to the Celebration Newspaper prior to the magazine. Mrs. Swisher also addresses the lack of revenue received from the current magazine vendor. She



requests management look for alternative vendors for the Magazine publisher.

## F. Advance Planning

Mr. Anderson noted that he shared a list of potential topics to prioritize over the coming months:

- The RFP for Pickleball and parking are on track to be presented at the next Board Meetings
- Workshop on the Technology Committee we are looking for a meeting on the week after Thanksgiving, Time and place to be determined.
- Workshop on Condo Council. Ms. McFadden confirms that Resolution needs to be approved first, and there is no need for a Workshop.
- Communication Advisory Group: There has been a temporary hold and no needed action or workshop.
- Covenants process: Inspections will begin in January and the letters process has been brought in-house locally to address previous issues and concerns.
- New resident welcome events in collaboration with CCDD and Celebration Foundation: Mrs. McFadden is looking to present in January for residents who do not know how to use the Celebration website and platforms. This will not be part of the Board Meeting.
- Metrics for Management: Employee metrics or performance from Grand Manors, Mr. Edwards will share some templates from corporate.
- Ms. Mower has confirmed that Playgrounds are due for installation in December for Spring Park and Longmeadow Park

## VIII. Board Comments

Mrs. Mcfadden thanks staff for the wonderful Founder's Day concert.

## IX. Adjournment

Mr. Hays motions to adjourn; Mr. Grindl seconded; the motion passes unanimously at 8:00 pm.

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Celia A McFadden, Secretary

# Action Item – Consent Agenda A1

## Benchmark Aquila Loop Park

## Action Item – Consent Agenda A1

<b>Motion Subject:</b>	CROA – Park Landscape Improvements – Aquila Loop Park
<b>Funding Source:</b>	CROA Replacement Reserve Funds- 1.060 Landscape Improvements, Partial Replacements
<b>Budgeted Amount:</b>	2022 - \$82,500
<b>Bids Received:</b>	Benchmark Landscaping \$15,375.00
<b>Rationale:</b>	The current condition of the sod located at Aquila Loop Park is not to standards and needs to be replaced as it is dead. This was not done during the Landscaping Projects earlier in the year. There have also been wild hogs that ripped up the sod. Benchmark is the current Landscaping company that is contracted to maintain the park.
<b>Management Recommendation:</b>	Management recommends approval of Benchmark Landscaping to complete landscaping improvements in the amount of \$15,375.00
<b>Motion on Agenda:</b>	Motion to approve landscaping improvements at Aquilla Loop Passive Park by Benchmark Landscaping in the amount of \$15,375.00- CROA Replacement Reserve Funds

A1

**Benchmark Landscaping**

PO Box 471057  
 Kissimmee, FL 34747  
 407-929-7610  
 service@benchmarklandscapingfl.com  
 www.benchmarklandscapingfl.com



# Estimate

**ADDRESS**

Celebration Residential  
 Owners Association c/o  
 GrandManors  
 P.O. Box 803555  
 Dallas, TX 75380-3555

**SHIP TO**

Celebration Residential  
 Owners Association c/o  
 GrandManors  
 P.O. Box 803555  
 Dallas, TX 75380-3555

**ESTIMATE # 8031**

**DATE 12/01/2022**

**SALES REP**

Jacob Mootz LS

	DESCRIPTION	QTY	RATE	AMOUNT
<b>Sod</b>	Aquilla Loop Passive Park	9,500	1.50	14,250.00
	Palletized Bermuda Turf to replace remaining Passive Park area. Removal and new turf preparation included. Up to not to exceed 9,500 Square Feet.			
<b>Sod</b>	St. Augustine Floratam, per pallet	500	1.25	625.00
<b>Landscaping Labor</b>	Labor description: 3 men x 25 hrs =	75	0.00	0.00
<b>Dump Fee</b>	Haul & dump of all excess debris and materials	1	500.00	500.00
<b>Terms &amp; Conditions</b>	1) Payment Due: Upon signing: \$7,375.00 - Job will be scheduled once this has been received	1	0.00	0.00
	2) Payment Due: Upon Job Completion: \$7,375.00			
	3) Final payment shall be made within thirty (30) days upon completion. After thirty (30) days post-completion, Benchmark Landscaping reserves the right to apply a late fee of three-percent (3%) of the outstanding balance charged every thirty (30) days that the invoice remains outstanding.			
	4) Upon completion of plant material installation, watering becomes the			

DESCRIPTION	QTY	RATE	AMOUNT
responsibility of the owner/management company, unless otherwise specified. Improper irrigation or watering will negate our warranty on plant material.			
5) Plant material is subject to availability at time of installation. Benchmark Landscaping reserves the right to make substitutions if proposed plant material is not available. Substitutions will be made with similar plant material.			
TOTAL			<b>\$15,375.00</b>

Accepted By

Accepted Date

# Action Item – Consent Agenda A2

## Charleston Place Landscaping Contract

## Action Item – Consent Agenda A2

<b>Motion Subject:</b>	New Landscaping contract for Charleston Place Townhomes
<b>Funding Source:</b>	North Village – Charleston Place Townhomes -Service Area Operations Budget
<b>Budgeted Amount:</b>	2023 Budget \$41,160.00 Annual/Monthly \$3,430.00
<b>Bids Received:</b>	Exquisite Landscaping \$43,658.00 Action Environmental Services \$45,862.00/\$3,821.00- Monthly Benchmark Landscaping \$42,089.00 Prince & Sons Inc. \$36,848.00 Trimac Outdoor \$ 32,652.00 Exclusive Landscaping \$ 24,5410.00
<b>Rationale:</b>	The Charleston Place committee has chosen Action Environmental as their landscaping provider, starting 01/01/2023 to 12/31/2026. Even though the vendor the committee has chosen is over by \$4,702.00 annually and \$391.00 monthly, the committee wants to award Action Environmental the contract. When completing the budgets for 2023, mulch was placed separately from the monthly maintenance; all contracts include the mulch.
<b>Management Recommendation:</b>	Management recommends that Action Environmental be awarded the landscaping contract for Charleston Place Townhomes.
<b>Motion on Agenda:</b>	Motion to approve New Landscaping contract for Charleston Place Townhomes in the amount of \$3,821.00 per month with Action Environmental Services – Service Area Operating Fund



**BID RESPONSE FORM**

Company Name: Action Environmental Services FL LLC Contact: Joel Ruy  
Email: \_\_\_\_\_ Phone: 407-861-6702

I Joel Ruy, on behalf of Action Environmental Services FL, submit the following bids as indicated below:

Please provide a bid price for the following items:

- Total price per calendar year of contracted services
- Pricing worksheet (example attached)
- Additional bid sheet to include hand weeding garden beds, sidewalks, and all landscaping areas vs. just spraying treatment to total price per calendar year of contracted services.

**NOTE(S):**

When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in CROA's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.

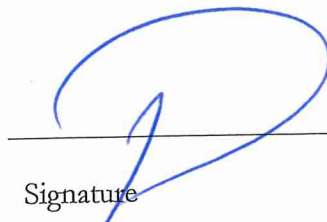
All price information to be used in the RFP evaluation must be on this proposal form.

CROA reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

*"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully regarding all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with CROA in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor, and service necessary to complete the work covered by the RFP and Contract Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.*

*Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP."*

Executed by:

<u>Joel Ruy</u>	<u>manager</u>		<u>11/17/2022</u>
Agent Name	Title	Signature	Date

*This document must be completed and returned with your Submittal*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Hilb Group of Florida - Orlando 5850 TG Lee Boulevard Suite 340 Orlando FL 32822	<b>CONTACT NAME:</b> Karen Walesh <b>PHONE (A/C, No, Ext):</b> (407) 859-3691 <b>E-MAIL ADDRESS:</b> KWalesh@hilbgroup.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Action Environmental Services Florida, LLC 916 Greenlawn Street Celebration FL 34747	<b>INSURER A:</b> Scottsdale Insurance Company <b>NAIC #</b> 41297	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL2292003440                      **REVISION NUMBER:**

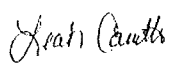
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CPS7586528	05/28/2022	05/28/2023	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY							\$	
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						BODILY INJURY (Per person)	\$	
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						BODILY INJURY (Per accident)	\$	
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						PROPERTY DAMAGE (Per accident)	\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>							\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						PER STATUTE	OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

Celebration Residential Owners Association, Inc 851 Celebration Ave. Celebration FL 34747	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# Celebration Residential Owners Association (CROA)

*This document must be completed and returned with your Submittal*

## CONTRACTOR'S AFFIDAVIT

State of Florida  
County of Osceola

Before me personally appeared Melissa Carcy who (title) is President of (the company described herein) being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by CROA deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known          or Produced Identification Drivers License

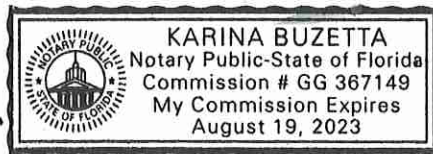
Sworn to and subscribed before me this 17 day of November, 2022

*[Handwritten Signature]*

NOTARY PUBLIC – STATE of FLORIDA  
(Signature of Notary Public)

*[Handwritten Signature]*

(Print Name of Notary Public)



*This document must be completed and returned with your Submittal*

aes

A++



*Celebration Residential Owners Association, Inc. (CROA)*

**REQUEST FOR PROPOSAL FOR  
Landscaping Services  
Artisan Parkview Townhomes**

**RFP # PARK-LAND-20232026**



**Celebration Residential  
Owners Association**

Issued by:

**CELEBRATION RESIDENTIAL OWNERS' ASSOCIATION, INC. (CROA)  
BOARD OF DIRECTORS**

**Natalie Mower Community Manager  
851 Celebration Avenue  
Celebration, FL 34747  
CELEBRATION.FL.US  
407-566-1200**

**Date Issued: Thursday November 3<sup>rd</sup>, 2022**

**Due Date: Thursday November 17<sup>th</sup>, 2022, by 5:00 PM EST.**



**BID RESPONSE FORM - SERVICE AREAS**  
**Celebration Residential Owners Association**

Please note: ALL blanks must be complete for your bid to be considered. If Description of Service does not apply to certain Locations, mark -. Unit costs are per year.

CONTRACTOR Name: ACTION ENVII

DESCRIPTION	Minimum Frequency	LOCATION		
		Greenlawn Townhomes	Parkview Townhomes	Spring Lake Townhomes

**TURF CARE - ST. AUGUSTINE**

Total Area - ft <sup>2</sup>				
Mowing	42	9,500	16,700	16,700
Pest Control	Per Scope	1,700	1,900	1,900
Weed/disease control	Per Scope	1,200	1,600	1,600
Fertilization - Monthly	Per Scope	1,300	2,300	2,300
Sub - Total:		\$ 13,700	22,500	\$ 22,500

**TURF CARE - ZOYSIA**

Total Area - ft <sup>2</sup>				
Mowing	42			
Pest Control	Per Scope			
Weed/disease control	Per Scope			
Fertilization	Per Scope			
Sub - Total:		\$ 0	0	\$ 0

**PLANTS/SHRUBS/GROUND COVER CARE**

Total Area - ft <sup>2</sup>				
Pruning	Per Scope	2,000	2,400	2,400
Fertilization	Per Scope	1,200	1,200	1,200
Weeding	Per Scope	750	1,750	1,750
Pest/disease control	Per Scope	900	900	900
Pine Straw Option	Per Scope			
Mulching	Per Scope	4,200	6,200	6,200
Sub - Total:		\$ 9,050	12,450	\$ 12,450

**TREE CARE**

Pruning	Per Scope	2,300	2,300	2,300
Fertilization	Per Scope	1,800	2,200	2,200
Pest/disease control	Per Scope	750	900	900
Mulching	Per Scope	650	850	850
Sub - Total:		\$ 5,500	6,250	\$ 6,250



**BID RESPONSE FORM - SERVICE AREAS**  
**Celebration Residential Owners Association**

*Please note: ALL blanks must be complete for your bid to be considered. If Description of Service does not apply to certain Locations, mark -. Unit costs are per year.*

CONTRACTOR Name: ACTION ENVII

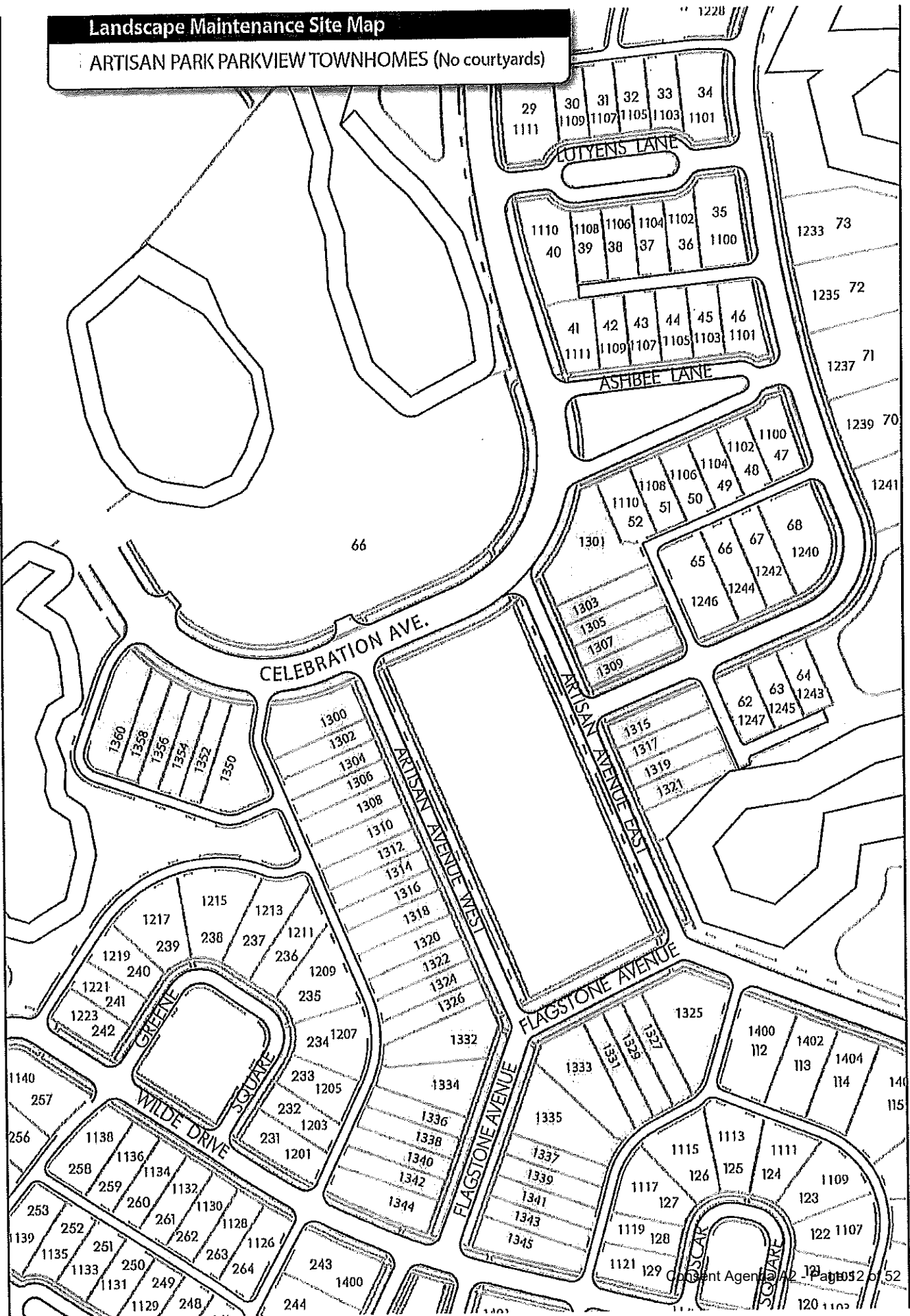
DESCRIPTION	Minimum Frequency	LOCATION		
		Greenlawn Townhomes	Parkview Townhomes	Spring Lake Townhomes
IRRIGATION SYSTEM				
PER SCOPE	19	\$ 1,900	2,400	\$ 2,400
		\$		\$
ANNUALS COUNT				
Installation	0	\$ 1,260	2,262	\$ 2,262
TOTAL:		\$ 31,410 ✓	45,862 ✓	\$ 45,862





# Landscape Maintenance Site Map

ARTISAN PARK PARKVIEW TOWNHOMES (No courtyards)





## GENERAL TERMS & CONDITIONS

### ***PROJECT DESCRIPTION***

This request for proposal is for the Landscaping Maintenance of Artisan Parkview Townhomes located in Celebration Florida. This Service Area "Townhome community" consists of 46 residences.

#### **Park View Townhouses**

##### **Artisan Avenue East**

1321, 1319, 1317, 1315, 1309, 1307, 1305, 1303, 1301

##### **Artisan Avenue West**

1300, 1302, 1304, 1306, 1308, 1310, 1312, 1314, 1316, 1318, 1320, 1322, 1324, 1326, 1328,

##### **Celebration Ave**

1344, 1352, 1354, 1356, 1358

##### **Craftsman Avenue**

1334, 1336, 1337, 1340, 1342, 1344, 1335, 1337, 1339, 1341, 1343, 1345

##### **Flagstone Ave**

1333, 1331, 1329, 1327, 1325

(This RFP consists of providing landscaping services outlines in the attached scope Exhibit A

*(CROA reserves the right to award contracts for all work which requires a separate bid based upon the nature of the work and its anticipated costs.)*

### ***FORMS & SPECIFICATIONS***

Submitters are required to use the official "PROPOSAL FORMS", and all attachments itemized herein are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the PROPOSAL FORMS.

### ***HOW TO SUBMIT A PROPOSAL***

One complete proposal form set (1 original) with all required documents as itemized and included herein are to be submitted in a sealed envelope, on the outside of which shall be prominently marked with the following identification: "PARK-LAND-20232026" with the name and address of the submitter. The RFP should be neat, professional in appearance and bound appropriately for the document's thickness. The original document shall have original signatures and clearly noted with *ORIGINAL* on the cover. All proposals must seal and be hand delivered and/or mailed to CROA at 851 Celebration Ave, Celebration, FL 34747, by the date and time set forth herein. at. Please include the EXCEL unit pricing file.

### ***CONTRACTOR RESPONSIBILITY***

Submitters are fully and completely responsible for the labeling, identification, and delivery of their proposals. CROA will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes, or packages with the sealed



proposal identification.

- Proposals that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of CROA.

### ***PROPOSAL DOCUMENTS REQUIRED***

The following documents and forms in the following arrangement must accompany each proposal or alternate proposal submitted:

- Bid Response Form.
- Signed and acknowledged scope of work all 29 pages.
- Disclosure of Subcontractors, Sub-Consultants and Suppliers and Statement of Subcontractor experience.
- Proposer Certification/Addenda Acknowledgement Form.
- General Terms and Conditions statement must be signed and returned with the proposal form.
- A sworn, notarized Statement of Contractor's Experience, Equipment and Personnel.
- W-9 and Certificate of Insurance for Contractor and all Subcontractors.
- All applicable licenses or certifications must be included. This can also include any additional certifications or education of the organization or of staff who will be performing the actual work.

### ***INSURANCE REQUIREMENTS***

A Certificate of Insurance will be furnished by the successful Contractor upon Notice of Award. The Certificate(s) shall be completed by the Contractor's authorized agent and submitted to CROA, with CROA a named additional insured. The successful Contractor shall not commence any work in connection with the Agreement until it has obtained all the following types of insurance and shall maintain such insurance as will protect him/her from claims which may arise out of or result from the vendor's operations under the terms and conditions of the RFP.

Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:

- a. Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and
- b. Workers' compensation insurance as required by applicable law (or employer's liability insurance with



respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.

All such insurance required in Paragraph a. shall be in companies and on forms acceptable to Owner and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Owner. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to the Owner. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.

Contractor shall defend (if requested by Owner), indemnify and hold Owner and its officers, directors, agents, employees and assigns harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement; or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

CROA reserves the right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

### ***EXAMINATION OF PROPOSAL DOCUMENTS***

- Each Contractor shall carefully examine the Documents & Specifications and other applicable forms and inform himself/herself thoroughly regarding all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the Contract. Ignorance on the part of the Contractor will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a Contractor find discrepancies or ambiguities in, or omissions from the Specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the Operations Manager, in writing.

### ***INTERPRETATIONS, CLARIFICATIONS AND ADDENDA***

In case any Proposer fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be construed as though it had been received and acknowledged and the submission of his/her Proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the Proposal Documents, and each Proposer will be bound by such addenda, whether received by him/her. It is the responsibility of each Proposer to verify that he/she has received all addenda issued before Proposals are opened.

In the case of unit price items, the quantities of work to be done and materials to be furnished under this Proposal/Contract are to be considered as approximate only and are to be used solely for the comparison of Proposals received. CROA does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Proposer plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and other proposal documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices proposal.





**ALTERNATES**

When certain items of equipment and/or materials are specified and/or described as the product of a particular manufacturer together with any required additional information such as model number, size, or catalog number, only such specific items may be used in preparing the Proposal, except as hereinafter provided.

**CHANGES / MODIFICATIONS**

CROA reserves the right to order changes in the scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the unit prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

**GOVERNING LAWS AND REGULATIONS**

The Proposer is required to be familiar with and shall be responsible for complying with CROA Policies and Procedures, CROA rules, all federal, state, and local laws, ordinances, rules and professional standards or regulations that in any manner affect this solicitation, the selection process, protests, award of contract, contract management or any other activity associated with this solicitation and the subsequent work required of the successful Proposer.

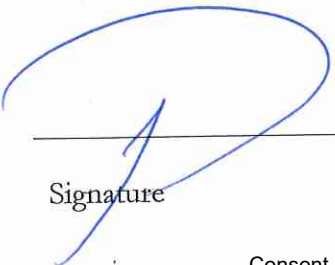
**CONTRACT NEGOTIATION**

The Selection Committee shall rank all received proposals and provide the CROA Representative with the rankings and a recommended Contractor(s). If deemed prudent or necessary, the CROA Representative will be authorized to negotiate with the top ranked firm. The proposal signed by the successful Proposer along with documentation included in the proposal as required by this solicitation and other additional materials submitted by the Proposer and accepted by CROA shall be the basis for negotiation of a contract addressing the requirements of the solicitation. The resulting contract will be approved by CROA Board of Directors.

**ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included with the proposal response shall be evaluated or considered and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

Jorge Ruiz Manger



11/17/2022

Agent Name

Title

Signature

Date





*Celebration Residential Owners Association, Inc. (CROA)*



**Celebration Residential  
Owners Association**  
Landscaping Scope of work Service Areas  
**EXHIBIT A**

Issued by:

**CELEBRATION RESIDENTIAL OWNERS' ASSOCIATION, INC. (CROA)  
BOARD OF DIRECTORS**

851 Celebration Avenue  
Celebration, FL 34747  
CELEBRATION.FL.US  
407-566-1200

**Date Issued: November 3<sup>rd</sup>, 2022**



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*Celebration Residential Owners Association, Inc. (CROA)*

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CONFIDENTIAL

Scope of work consists of complete landscape, turf, irrigation, and specialty maintenance of residential service areas within



## Celebration Residential Owners Association, Inc. (CROA)

Celebration. The work consists of turf maintenance, weeding and edging of ground cover, preventing, and controlling weeds in turf, planters, and hardscape areas, trimming of shrubs, application of pesticides, hardscape areas, litter collection and disposal. A separate document will be attached with the replacement price of materials and labor. The CROA representative that is stated in the below document consists of GrandManors or Management company's Service Area Manager, Service Area Administrative Assistant, Community Manager, Operations Manager and or any other employee of GrandManors or Management company.

**Please sign to acknowledge that you have read item and understand each item in its entirety.**

- CROA reserves the right to award contracts for all work which requires a separate bid process based upon the nature of the work and its anticipated costs.

Please sign acknowledging. Signature: \_\_\_\_\_

- Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of all turf, plant material, beds, planters, hardscape, and irrigation systems. A report listing all items which do not meet the specifications of this Scope of work must submitted to the CROA Service Area Representative of GrandManors.

— Please sign acknowledging. Signature: \_\_\_\_\_

- Deficiencies noted within the report will be reviewed by the CROA Representative for verification and actions required. Upon approval by the CROA Representative, either the deficiencies will be corrected or documented to not become the responsibility of the Contractor to address without additional compensation.

Please sign acknowledging. Signature: \_\_\_\_\_

- After the thirty (30) day audit period has expired and for the duration of the contract, Contractor shall assume responsibility for all unreported maintenance deficiencies, including materials and labor.

Please sign acknowledging. Signature: \_\_\_\_\_

### WORK SCHEDULE

- The Contractor shall accomplish all normal work required under this contract between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday, excluding holidays. The CROA Representative may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions shall be commenced before 8:00 a.m. and after 7:00 p.m. Work will be scheduled so that it will not disrupt the functions and normal day-to-day operations of the parks and the areas located within them. No work will be performed on weekends without prior written approval of the CROA Representative.

Please sign acknowledging. Signature: \_\_\_\_\_

- The Contractor shall provide the CROA Representative with a monthly calendar of work schedules 5 days prior to the 1st day of each month. Schedules must include the name of the Supervisor(s) who will oversee the work performed, and the telephone number(s) by which to contact him/her.

Please sign acknowledging. Signature: \_\_\_\_\_

- The work schedules must reflect adequate time for completion of all routine work activities on a daily, weekly,



# Celebration Residential Owners Association (CROA)

- The Contractor shall provide supervision of all maintenance and or repair work being performed during the time of service” no exceptions”. Supervisors shall be able to communicate problems to the CROA Representative at any time and shall be always easily accessible to the Representative by cell phone. CROA shall be notified of any change in supervisory personnel.

Please sign acknowledging. Signature: \_\_\_\_\_

- A monthly walk through with the CROA Representative and contractor shall be performed to cover work being accomplished, special needs or concerns, and other related information. If needed, additional supervision or a change of supervisory personnel will be requested should contract performance fall below the acceptable standard.

Please sign acknowledging. Signature: \_\_\_\_\_

## ADDITIONAL WORK

- From time-to-time additional work may be requested of the Contractor by the CROA Representative. A cost estimate, schedule, and other determining information may be required before approval of work is granted. Each situation will be considered on a case-by-case basis. All additional work shall be completed according to approved schedule.

Please sign acknowledging. Signature: \_\_\_\_\_

## CHANGES

- It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications, or as amended by the CROA Representative. 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 CROA Representative. CROA does reserve the right to deny 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.

Please sign acknowledging. Signature: \_\_\_\_\_

## SATISFACTORY PERFORMANCE

- It is estimated that the frequency and guidelines set forth in this scope 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.

- 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 may be replaced at the CROA Representatives direction at no additional cost to the Contractor. Any reported damage should be reported to the CROA Representative in the weekly report.

- Any damage to walls, landscape, lighting, fencing, resident belongings, or hardscape features by the Contractor shall be repaired by the appropriate tradesmen initiated though the CROA Representative so all warranties remain effective. All billing for said repairs will be directed to the Contractor responsible for said area and cost of repairs.





# Celebration Residential Owners Association (CROA)

Please sign acknowledging. Signature: \_\_\_\_\_

- The Contractor will be graded on a scale from 1-3 where 0 is "Unacceptable" and 3 is "Excellent". If the Contractor scores below a two on a weekly audit, they have three business days to fix the unacceptable item. If the contractor scores an overall two or lower three times during the contract, an action plan of correction will be required and could lead to cancelation of contract. "Please find the inspection form utilized attached".

Please sign acknowledging. Signature: \_\_\_\_\_

## MAINTENANCE FOR VISIBILITY AND SAFETY

- All landscaping shall be maintained in a manner that allows clear passage of vehicles in all roadways and pedestrians along sidewalks and designated pathways, provides open visibility where necessary for safety, and does not obstruct lighting or signage.

Please sign acknowledging. Signature: \_\_\_\_\_

- Clear visibility in both daytime and nighttime is of the utmost importance for parking areas, driveways, and at intersections of all types.

Please sign acknowledging. Signature: \_\_\_\_\_

- Trees and shrubs shall not be allowed to grow into or over sidewalks, cart paths, public or private streets, driveways, alleyways, or parking areas in any way that conflicts with the safe passage of pedestrians and vehicles.

Please sign acknowledging. Signature: \_\_\_\_\_

- A minimum of ten (10) feet vertical clearance shall be maintained. This shall be increased to fifteen (15) feet on all streets where necessary for the passage of taller vehicles, such as vans, buses, emergency vehicles or trucks-in areas which must be accessed by such vehicles.

Please sign acknowledging. Signature: \_\_\_\_\_

- In general, hedges and shrub masses shall be maintained at a maximum height of three (3) feet in all areas where views must be maintained for safety of vehicular and pedestrian traffic Contractor must visually inspect the site (doing so on a routine basis) to determine whether safe visibility requires maintenance at a lower height, in any given situation.

Please sign acknowledging. Signature: \_\_\_\_\_

- Individual plants or specimens which do not specifically impede safe visibility may conform to the other applicable standards of these specifications provided in the Celebration Landscaping Architectural guidelines. Trees near light poles shall be maintained as they grow to avoid impeding safe light levels, to the greatest extent possible.

Please sign acknowledging. Signature: \_\_\_\_\_

- Pruning of all landscaping shall comply with the proper techniques based on the type of plant material. But in all cases, ensuring safe visibility shall be the prevailing objective.  
Prune and maintain all-natural vegetation back five (5) feet or more from edge of turf, sidewalks, fence lines and parking areas.



## Celebration Residential Owners Association, Inc. (CROA)

and monthly basis, as well as seasonal work activities on an annual basis which comply with the specification requirements indicated throughout this document. **The schedule shall also indicate any special work assignments i.e., pesticide application, tree trimming, plant / turf replacement, mulching, etc.**

Please sign acknowledging. Signature: \_\_\_\_\_

- Failure to submit schedules within the time frame specified shall result in a penalty of \$100 per occurrence, per schedule for each calendar day until schedules are received.

Please sign acknowledging. Signature: \_\_\_\_\_

Contractor shall complete all work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor and approved by the CROA Representative. **All scheduled work NOT completed during the week scheduled shall be reported to the CROA Representative in writing by 4:00 PM Friday of the same week.**

Please sign acknowledging. Signature: \_\_\_\_\_

### TERM OF CONTRACT

- The term of this Agreement shall be January 1, 2023, through December 31, 2026, with the option to renew for two (2) additional one (1) year periods. The prices proposed by the Contractor shall remain fixed and firm for the duration of the Agreement.

Please sign acknowledging. Signature: \_\_\_\_\_

- Prior to each renewal period, Contractor will be evaluated based on their performance.

Please sign acknowledging. Signature: \_\_\_\_\_

- 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 landscaping systems as outlined within this scope.

Please sign acknowledging. Signature: \_\_\_\_\_

- The following specifications are set as the minimums to achieve the desired healthy and attractive landscaping within the community. **“Please find the landscaping guidelines attached”.**

Please sign acknowledging. Signature: \_\_\_\_\_

### OPERATIONS AND COMMUNICATIONS



**SITE CLEANLINESS AND CONDITION**

- 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.
- **Cleanup of trash and debris shall be performed on all workdays throughout the year.**

Please sign acknowledging. Signature: \_\_\_\_\_

**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.

Please sign acknowledging. Signature: \_\_\_\_\_

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

Please sign acknowledging. Signature: \_\_\_\_\_

**MEETINGS**

- **The Contractor shall meet with the CROA Representative on a weekly basis.** Such meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving such issues, review of schedule and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the CROA Representative or the Contractor. **The CROA Representative shall provide the location, date, and time of meeting.**

Please sign acknowledging. Signature: \_\_\_\_\_

- Contractor shall provide a representative to attend the monthly meeting of the CROA Board of Directors meetings and shall be able to respond to any questions the Board may have as to the day-to-day activities at the project site pursuant to this scope of work.

Please sign acknowledging. Signature: \_\_\_\_\_

**QUALITY CONTROL**



## Celebration Residential Owners Association, Inc. (CROA)

- The CROA Representative, or his designated representative, shall be the sole judge as to the adequacy and quality of maintenance. To ensure consistent quality of the work being performed, the **CROA Representative may inspect all areas covered by this contract while or after work is scheduled to be performed.** Any deficiencies shall be recorded and submitted to the Contractor for review and corrective action. Within the three (3) workdays, the CROA Representative shall re-inspect the deficient area and any deficiencies not corrected shall result in the value of the work deducted from the monthly payment to the Contractor. The bid prices quoted by the Contractor unit pricing and/or Extra Work Pricing Sheets shall be used to determine the dollar value of any deficiencies.

Please sign acknowledging. Signature: \_\_\_\_\_

- Within three (3) workdays (72 hours) after being notified by the CROA Representative in writing of defective or unacceptable work, should the Contractor fail to correct such work, CROA may authorize the unacceptable or defective work to be corrected. If CROA corrects the work, CROA shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work including an administration fee per occurrence. If the corrective work cannot reasonably be completed within such three (3) day period, and the Contractor had begun corrective work, and CROA reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, CROA agrees to allow Contractor to complete correction of the defective or unacceptable work beyond the three days.
- As this scope of work is for residential properties, it is required that more attention to detail will be given to each service area.
- The Contractor will make weekly in-person visual reviews of the entire site with focus on current conditions and the Contractor's performance. The Contractor will make any needed repairs and immediately.

Please sign acknowledging. Signature: \_\_\_\_\_

### REPORTS

- A weekly maintenance report shall be generated by the Contractor and submitted via email to the CROA representative outlining potential problem areas and the contractor's proposed corrective action, upcoming work approval requests, coordination, scheduling, etc. **These will be due each Friday by 9:00 AM, so the service area manager can send the report to the community by end of day each Friday.**
- The contractor shall address and respond to all Celeservice postings, as submitted by residents and staff during daily work hours, provide updates utilizing the Celeservice App.

Please sign acknowledging. Signature: \_\_\_\_\_

### SUBCONTRACTING

- The Contractor may subcontract certain procedures or operations only with the written approval of CROA. Proof of proper licensing and insurance must be provided to CROA prior to final approval. The Contractor is held responsible for any work performed by any subcontractor engaged.

Please sign acknowledging. Signature: \_\_\_\_\_

### WORKFORCE



*Celebration Residential Owners Association, Inc. (CROA)*

- The Contractor employees shall be dressed in a uniform fashion with company identification. Vehicles as well should be clearly identified. A professional appearance should be maintained.

Please sign acknowledging. Signature: \_\_\_\_\_

- Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors always.

Please sign acknowledging. Signature: \_\_\_\_\_

- 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 CROA hereby acknowledges that the Contractor only employs individuals who are legally authorized to work in the United States, it is understood that CROA 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.

Please sign acknowledging. Signature: \_\_\_\_\_

**KEYS/ACCESS CARDS**

- CROA will issue such keys and access cards as necessary for access to the work area. Contractor must assume full responsibility for theft or loss of said keys and cards and must pay for re-keying ALL locks operated by these keys or the replacement cost for access cards. Keys must not be duplicated.

Please sign acknowledging. Signature: \_\_\_\_\_

**LOST&FOUND**

- The contractor must ensure that articles found by its employees and/ or sub-contractors are returned to the CROA Representative or Town Hall upon discovery.

Please sign acknowledging. Signature: \_\_\_\_\_

**PARKING**

- Contractors' 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.

Please sign acknowledging. Signature: \_\_\_\_\_

**SUPERVISION**



# Celebration Residential Owners Association (CROA)

Please sign acknowledging. Signature: \_\_\_\_\_

- Where natural wooded areas adjoin the finished turf areas and landscape beds, a buffer zone of at least three (2) feet shall be maintained with herbicide and or mechanical means.

Please sign acknowledging. Signature: \_\_\_\_\_

## TURF MAINTENANCE

- Appropriately sized equipment shall mean the use of 22"– 32" commercial push mower for areas within all fenced yards and for all turf areas which are less than (4') four feet in width. This requirement will be strictly enforced.

Please sign acknowledging. Signature: \_\_\_\_\_

## BAHIA, ST. AUGUSTINE & ZOYSIA TURF

- Mowing of all Bahia, St. Augustine and Zoysia turf areas shall be performed on a weekly basis during the normal growing season (March through October). During the months of November through February 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 always promote healthy and continued growth as well as proper appearance.
- Zoysia grass should be mowed with a walk- behind- mower with a bag to collect clippings which is better and actually quicker in the small spaces than a rider.

Please sign acknowledging. Signature: \_\_\_\_\_

## BERMUDA TURF

- Bermuda turf shall be cut two (2) times per week during the months of March through October and one (1) time per week November through February unless abnormal conditions arise. The turf shall be mowed at a frequency to always promote healthy and continued growth as well as proper appearance.

Please sign acknowledging. Signature: \_\_\_\_\_

- REEL mowers MUST be used to maintain Bermuda Turf. Any exceptions to this requirement must have prior approval if the CROA Representative.

Please sign acknowledging. Signature: \_\_\_\_\_

- Mowing patterns shall be varied to minimize wear areas from tires and slippage.
- Mowing height shall be based on season and what is horticulturally correct for turf type and location. Please see chart below.



# Celebration Residential Owners Association (CROA)

Turf Type	Height (inches)	Frequency (per year)	Mower Type
Bahia grass	3.0 - 4.0	42	Rotary
Bermuda grass	0.5 - 1.5	88	Reel
St. Augustine grass	2.5 - 4.0	42	Rotary
Zoysia grass	1.5 - 2.5	42	Rotary

Please sign acknowledging. Signature: \_\_\_\_\_

- If a change in height of cut is considered, the CROA Representative must approve such change, in writing, prior to any height adjustment.
- 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, and signposts due to the use of line trimmers is not acceptable**
- 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.

Please sign acknowledging. Signature: \_\_\_\_\_

## 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, parking lot islands or residential yards by the mowers.

Please sign acknowledging. Signature: \_\_\_\_\_

- In areas with parking lots associated with the landscape maintenance, leaves and debris are to be either raked or removed with a vacuum. **Leaves are not to be blown into landscape beds or down storm drains.** If the condition of turf declines due to failure to remove accumulated leaves in a timely manner, the Contractor is responsible for replacing the turf.
- Leaves are to be blown away from the structure of the homes and not blown towards the homes causing buildup in the hedges, landscaping beds or on porches.

Please sign acknowledging. Signature: \_\_\_\_\_

## LEAVES -SEASONAL

- The months of December through April leaves, acorns and debris must be removed from all landscape beds, turf, and hardscape at all Service Areas on Friday and Tuesday basis each week. The curbs and streets adjacent to each location are included as part of this scope. Removal by vacuum is preferred however, raking, blowing and manual removal will be allowed. No Leaves are to be left in landscaping beds, turf, sidewalks, and roads.

Please sign acknowledging. Signature: \_\_\_\_\_

## EDGING

- All necessary edging operations shall be performed routinely to trim the turf and maintain a well-groomed appearance for all



## Celebration Residential Owners Association (CROA)

sidewalks, curbs, plant beds, drainage structures, irrigation valve boxes, splice boxes, gate valve boxes, water meter boxes, and other such interfaces between turf and different surfaces.

- Bed lines shall be edged to conform to their original design intent, with adjustments being made periodically for the plant growth.
- Edging shall occur in conjunction with each mowing cycle. Grass runners shall not exceed one inch in length along sidewalks, curbs, pavements, planting beds, and other such edges.
- Upon completion of edging operations, the turf edge shall be neat, clean, and approximately 1/2 inch from the edge of any pavement, with a minimum depth of 2 inches.
- All paved areas and mulched beds shall be free of dirt, clippings, and debris after work is completed.

Please sign acknowledging. Signature: \_\_\_\_\_

### DISEASE AND PEST CONTROL

- All turf varieties shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists. Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.
- Fertilizers and chemicals should be kept off walls of homes to avoid stains

Please sign acknowledging. Signature: \_\_\_\_\_

### WEED CONTROL

- 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 (90%) weed free turf shall be expected.

Please sign acknowledging. Signature: \_\_\_\_\_

- 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.
- If the use of chemicals is not working in landscaping beds, it will be required to hand pull weeds as needed.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

### FERTILIZATION – TURF

- A soil fertility and pH test shall be performed by the Contractor twice a year January and June from several representative areas in the turf and landscape beds at all locations to help determine the analysis of the product to use in the fertilizer application programs. Copies of these test results must be provided to CROA, with tested locations each time they are





# Celebration Residential Owners Association (CROA)

performed.

Please sign acknowledging. Signature: \_\_\_\_\_

## ST. AUGUSTINE & ZOYSIA

- There should be a minimum of four (4) applications of a complete, acid-forming turf fertilizer applied to Zoysia and St. Augustine turf per year.
- February (After February 15th): (Zoysia and St. Augustine) A standard non-burning complete turf fertilizer containing a minimum of 30% to 40% of the Nitrogen in a controlled release form such as sulfur coated, or polymer coated sulfur coated urea. There should be a minimum of 4% Iron, 6% sulfur, and 2% each of Magnesium and Manganese. A lesser amount of Iron will be acceptable if it is in a chelated form. The fertilizer shall be applied at 1 pound of actual Nitrogen per 1000 Square feet of turf.
- May: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- August: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- October: (St. Augustine) Analysis should be determined by soil test results and recommendations.
- November: (Zoysia) Analysis should be determined by soil test results and recommendations.
- If these recommendations fail to keep the turf a consistent acceptable green color, a soil test should be performed, and the fertilizer blend adjusted accordingly. If the fertilizer does not keep the turf an acceptable green color between applications during the growing season, it may be necessary to provide an extra application of Nitrogen and/ or Iron to provide suitable color and may be requested by the owner. This will not be considered an extra to the contract.
- All turf fertilizers should be watered immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Contractor will also be responsible for sweeping or blowing fertilizer off all walkways, parking lots, roadways, and any affected paved area such as residents' porches. Special attention should be taken to ensure that fertilizer does not enter any stormwater retention or drainage feature.

Please sign acknowledging. Signature: \_\_\_\_\_

## BAHIA TURF

- There should be two applications of complete commercial turf fertilizer to Bahia grass areas per year.
- March: A standard, non-burning complete turf fertilizer such as 16-0-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product)
- September: 9-2-24 with 6% iron, 8 to 10% Sulfur, and 2% each of Magnesium and Manganese at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product) This will help with winter cold tolerance.
- If yellowing occurs in between fertilizer applications, a liquid application of 12-0-0 with iron at the label rate, or another chelated iron source should be applied.
- All chemical applications shall be performed by trained, licensed operators in accordance with applicable local, state, and federal regulations, safety standards, and the manufacturer's instructions.
- All fertilizer shall be thoroughly watered in after application.

Please sign acknowledging. Signature: \_\_\_\_\_

## BERMUDA TURF - HIGH" DEMAND MAINTENANCE SCHEDULE



## Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
1	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
2	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
2	0-0-50 Potassium Sulfate	150Lbs/ Acre
2	Pre-Emergent	Per label rate full coverage
3	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
3	Round-up clay areas and fence lines	
3	Weed control post-emergent	Per label rate full coverage
4	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
4	Round-up clay areas and fence lines	2% Solution
4	Deep Tine Aerify	
4	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
4	Verti-cut	3/4" deep with 2" spacing
4	Chelated Iron 12-0-0	
5	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
5	Round-up clay areas and fence lines	2% Solution



# Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
6	0-0-50 Potassium Sulfate	150lbs/Acre
6	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
6	Aerate 3/4" coring tines 3"-4" deep	
6	Weed control post-emergent	Per label rate full coverage
6	Round-up clay areas and fence lines	2% Solution
6	Heritage Application	Per label rate full coverage
7	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
7	Round-up clay areas and fence lines	2% Solution
8	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
8	Round-up clay areas and fence lines	
8	Pre-M	Per label rate full coverage
8	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
9	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
9	0-0-50 Potassium Sulfate	150Lbs/Acre
9	Round-up clay areas and fence lines	2% Solution
9	Aerate 3/4" coring tines 3"-4" deep	
9	Weed control post-emergent	Per label rate full coverage
10	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
10	Round-up clay areas and fence lines	2% Solution
11	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	Round-up clay areas and fence lines	2% Solution
12	Deep Tine Aerify	

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### GROUND COVER AND SHRUB MAINTENANCE

#### SHRUBS

(Indian Hawthorn, Holly, Viburnum, Boxwood, and similar woody ornamentals)

- These shrubs shall be pruned only as necessary to maintain their natural habit and growth at specified heights, to remove excessive growth, and to maintain a natural, informal appearance. Individual plants shall be allowed to grow together into one mass, never shaped as individual plants.
- As the shrubs mature, individual plants should not be apparent; plants shall be allowed to grow together in a “soft”, informal, and un-sheared mass.
- At no time shall any shrubs be allowed to impede safe visibility for pedestrians and vehicles.
- Maintain most shrubs in pedestrian and parking areas for safety and visibility, usually about 36" +/-, but always as dictated by the circumstances in any specific location. Where larger shrubs are used for screening of specific features, their ultimate heights shall be dictated by the purpose for which they have been used in the plan, and they shall be allowed to reach the effective height and density necessary to serve that purpose. In no instance, however, shall any shrub be allowed to obstruct visibility for traffic and pedestrian safety.
- Use hand clippers to remove odd, long, or undesirable branches, keeping the shape natural and uniform. Do not prune masses into geometric forms by hard shearing.
- Per Celebration ARC guidelines, Hedges must be trimmed below the windowsills and below decorative trim along the top of the walls; Exceptions might include garage windows which are too close to the ground.
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- Hedges should be a minimum of 24" wide. Some hedges in Savannah Square and other service areas are as narrow as 12".

Please sign acknowledging. Signature: \_\_\_\_\_

#### HERBACEOUS "GRASSY" SPECIES

(Society Garlic, Lily-of-the-Nile, Liriope, and similar species)

- These groundcovers shall be allowed to grow to their natural height and width; pruning is not necessary. Cultivate to achieve dense mass; maintain separation between groundcover and adjacent plant materials.
- Spent flower heads shall be removed regularly, as required for best appearance.
- If more than 50% of a plant is frost damaged, cut back to remove all dead or damaged foliage after last frost.
- Contee palms, Agapanthus, Liriope, Iris, and other plants that are chosen for the display of their leaves should be thinned to remove excessive growth that encroaches over onto walkways or out of their place in the landscape design and never edged or sheared
- Contractors must not trim buds before they have had a chance to bloom.

Please sign acknowledging. Signature: \_\_\_\_\_

#### WOODY GROUNDCOVERS

(Parson's Juniper, Blue Pacific Juniper, Lantana, and similar species)

- These groundcovers shall be allowed to grow together to form full, natural, informal masses, maintaining separation between adjacent plant materials.
- Prune to maintain height at 18" to 24" or as otherwise appropriate for the species, and to prevent masses from overgrowing curbs, sidewalks, and bed edges. Do not allow masses to become overgrown, requiring extensive pruning.
- Depending on degree of possible cold damage, cut back as required after last frost to achieve intended growth.



# Celebration Residential Owners Association (CROA)

- Do not prune masses into geometric forms by hard shearing.
- Where plants are adjacent to curbs, sidewalks and bed edges, prune edge of mass back in a natural, informal shape; do not shear vertically.
- Contractors must not trim buds before they have had a chance to bloom.

Please sign acknowledging. Signature: \_\_\_\_\_

## GROUNDCOVERS

(Dwarf Confederate Jasmine, English Ivy, and similar species)

- Cultivate vining groundcovers to achieve dense, entwined masses; maintain separation between groundcover and adjacent plant materials, by edging and/ or pruning.
- Some species, such as Dwarf Confederate Jasmine, once grown in to full and dense coverage (which may take 2 or 3 years for some species), may be trimmed at a height of 6" periodically to maintain a dense and consistent level of coverage.
- Do not shear masses vertically where adjacent to curbs, bed edges, drainage structures, valve boxes, meter boxes, and other such interfaces. Prune exposed edge of mass back at a maximum 45-degree angle from horizontal, in a natural, informal shape.

Please sign acknowledging. Signature: \_\_\_\_\_

## ACCENT PLANTS

(African Iris, and similar species used as accents)

- Accent plants should only be trimmed as necessary to remove excessive growth, and shoots, while maintaining a natural, informal appearance. As the plant matures, the plants shall be maintained at the intended height of the accent feature, not allowed to become overgrown or invasive.
- Use hand clippers to remove odd, long, or undesirable shoots, and to remove outer pups or shoots from overgrown clumps, keeping the shape natural, loose, and uniform. Do not shear.
- Accent plants that are damaged by the frost shall have all the damaged foliage removed and in such cases the damage affects the entire plant, it shall be cut back to the ground after the last frost.

Please sign acknowledging. Signature: \_\_\_\_\_

## ORNAMENTAL GRASSES

(Cordgrass, Muhly Grass, Fountain Grass, and similar species)

- Ornamental grasses shall be maintained at their natural height and width.
- To achieve best form and appearance, loose, brown, and dead foliage shall be removed the months of February through March prior to new spring growth. Sever pruning to the ground is not an acceptable practice and as a result will require replacement at the Contractors expense upon discovery.

Please sign acknowledging. Signature: \_\_\_\_\_

## PRUNING OF GROUND COVER AND SHRUBS

- Plant materials and tree limbs must be kept trimmed away from multi-modal transportation paths and sidewalks and at no time should be allowed to encroach on these areas.
- Special attention to areas around landscape lighting fixtures shall be given not only to promote lighting effect, but the protection



# Celebration Residential Owners Association (CROA)

of fixtures themselves from damage.

- Shrubs located under windows should be trimmed to the bottom of the window ledge leaving the window trim detail visible.
- All shrubs around the AC units/ equipment should be trimmed to screen the unit without impeding the use. Shrubs along privacy fences should be maintained to the bottom of the top rail leaving the top rail visible. Shrubs along a picket fence should be maintained to the top rail of the fence leaving the top picket details visible.
- Contractors must not trim buds before they have had a chance to bloom.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12".
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- A Hard pruning of Ligustrums and Burberry trees will be necessary to be kept below 10' and also a hard pruning of camellia bushes.

Please sign acknowledging. Signature: \_\_\_\_\_

## DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- When five (5%) of any individual plant material shows signs of disease, curative action must be taken. Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Non-targeted plant material damaged because of improper chemical applications must be replaced upon discovery at the Contractors expense.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

## FERTILIZATION OF GROUND COVER AND SHRUBS

- Shrubs and groundcovers shall be fertilized four (4) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. This shall be applied in March, May, July, and October at 1/2 cup per small shrub, 1 cup per large shrub, or 15 to 30 pounds per 1000 square feet of plant bed, depending on the spacing, type of plants, and product used. Fertilizer shall be broadcast evenly over the entire root zone, and care shall be taken to avoid accumulation of fertilizer granules on leaves, crowns, etc.
- The fertilizers should be watered in immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Special attention should be taken to prevent any fertilizer from being blown, swept, or otherwise ending up in any parking lot or roadway storm drain. Any fertilizer that ends up upon any non-target area or hard surface shall be removed and applied to a target area.

Please sign acknowledging. Signature: \_\_\_\_\_



# Celebration Residential Owners Association (CROA)

## TREE MAINTENANCE

### CRAPE MYRTLES

- Crape Myrtles shall be maintained with an open, natural crown. The natural branching structure shall be maintained, light pruning only to promote healthy, natural development form, size, and width.
- As trees mature, a clear trunk height of 8.5' minimum shall be maintained.
- Canopies shall in no case be allowed to deter safety and visibility in traffic situations.
- Light pruning should be performed to remove seed pods as they form to promote re-flowering. Contractor should remove most remaining seed pods in Fall/Winter, where overall height allows this to be done safely. No branches larger than 1/2" in diameter, or more than 24" of the current year's growth shall be removed.
- Topping, heading cuts or trimming back to knobs is not permitted. Proper reduction cuts may be made in some instances with the approval from the CROA Representative.
- All Branches shall be pruned that impede pedestrian walkways and all alleyways.
- Pruning shall be completed twice a year, once in the Fall/ Winter and once late spring.

Please sign acknowledging. Signature: \_\_\_\_\_

### PALMS

- Palms shall be pruned once the fronds have dropped to an 8:00 o'clock to 4:00 o'clock angle. The Contractor shall remove the fronds to a maximum 10:00 o'clock to 2:00 o'clock angle and all seed and emerging seed pods will be removed. Pruning of palms shall occur minimum of (3) times per year between the months of March through October.
- All Phoenix species will be pruned to a maximum 9:00 o'clock to 3:00 o'clock angle.
- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

Please sign acknowledging. Signature: \_\_\_\_\_

### LIGUSTRUM TREES

- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

Please sign acknowledging. Signature: \_\_\_\_\_

### NELLIE STEVENS HOLLY AND RELATED SPECIES

- These trees shall be maintained to have thick and dense foliage. They should only be pruned to promote health, and natural development form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### LIVE OAK AND RELATED SPECIES

- Live Oaks and related species are to be maintained to have thick dense foliage. They should only be pruned to promote healthy and natural development form. Pruning shall be kept at a minimum.
- As trees mature, only remove necessary lower branches to maintain the natural normal form of the tree, and to allow for necessary maintenance.
- The tree shall have 2/3 canopy and 1/3 clear trunk.
- All limbs that are pruned back to the main trunk or central leader shall be cut at the collar, but not damaging the collar.

Please sign acknowledging. Signature: \_\_\_\_\_

### MAGNOLIAS

- Magnolias shall be maintained to have thick and dense foliage. They should only be pruned to promote health and natural form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.
- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood. To encourage full and dense foliage, **prune lightly in the fall** or early spring (**before the spring flush**), by removing 6" to 10" of foliage in appropriate areas and trimming leggy branches, to promote natural shape and form. **The central leader shall not be removed.**
- Branches shall be maintained away from structures and maintained to not extend into alleyways, sidewalks and pedestrian areas.

Please sign acknowledging. Signature: \_\_\_\_\_

### ALL TREE SPECIES

- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood, or to provide visibility. Contractor shall be responsible for pruning up to the first fifteen (15) feet of trees as needed to maintain a natural and healthy appearance. All Trees should maintain a (5) feet clearance from any structure or townhome/residence.
- All broken limbs or debris resulting from winds, storms; or other causes shall be removed promptly, or immediately if impeding safety.
- Pruning cuts shall be clean and smooth with no rough or torn bark or wood remaining.
- 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 and will require replacement at the Contractors expense upon discovery.
- Pruning of all trees needs to be maintained year-round to specifications.

Please sign acknowledging. Signature: \_\_\_\_\_





# Celebration Residential Owners Association (CROA)

## DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Areas treated shall have

Please sign acknowledging. Signature: \_\_\_\_\_

## FERTILIZATION OF TREES

- Proper fertilization for the varied trees shall be performed three (3) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. Fertilizer shall be broadcast evenly over the entire root zone out to the drip line. Applications shall be at the labeled rate on the bag, and applied in March, June, and September.
- Palms shall be fertilized three (3) to four (4) times per year with a fertilizer with an analysis of 8-2-12 plus 4% Magnesium (Mg.) and 2% Manganese (MN) and 0.10% to 0.15% Iron (Fe), Zinc (Zn), Boron (B), and Copper (Cu). One hundred percent (100%) of the Nitrogen (N), Potassium (K), and Magnesium (Mg.) should be in controlled release form, while all the micronutrients except Iron (Fe) should be in Sulfate form. Two percent (2%) Iron (Fe) from Iron Sulfate can substitute for 0.15% Iron (Fe) from chelated forms. (EDTA, DTPA, etc.). This product is to be applied at the rate of 1.5 pounds per 100 square feet of palm canopy or bed area, or 15 pounds per 1000 square feet.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

## FLOWER BED MAINTENANCE

- Annual flower beds shall be maintained in a fashion to allow for a full, colorful appearance always throughout the year. Beds shall be kept free of spent flowers, weeds, and debris.
- Shrubs and turf surrounding annual beds must be trimmed to keep them from encroaching on the annual flowers and reducing the bed size. The original size of the beds and the annual flower count as described must remain the same.
- 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 appearance.

Please sign acknowledging. Signature: \_\_\_\_\_



# Celebration Residential Owners Association (CROA)

## WEED CONTROL

Beds are to be kept free of weeds, landscape debris and trash. Hand weeding shall be done as necessary. The use of pre-emergent and selective herbicides is required for all Annual Flower beds.

Please sign acknowledging. Signature: \_\_\_\_\_

## DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

## PESTICIDE USE SPECIFICATIONS

- Contractor shall have extensive knowledge and experience developing and implementing Integrated Pest Management Programs (IP: tvf) and shall develop, implement, and adjust an IPM program for all sites included in this contract.
- All pesticide applications are to be made by or under the supervision of a person or persons with appropriate valid licenses, permits or certificates issued pursuant to all applicable Federal, State, or local laws or regulations. Said person or company is to be currently registered to conduct a pest control business in the State of Florida and the County of Osceola.
- Pesticide applications are to be made in strict compliance with the product label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency.
- Within thirty days of the award of contract, and/ or prior to the actual start of work, Contractor shall supply to the CROA Representative a list of all chemicals proposed to be used in the fulfillment of said contract. No "generic" chemicals shall be allowed for substitution purposes, unless approved by the CROA Representative.
- The most current specimen labels and Safety Data Sheets for all listed chemicals shall be supplied at this time and Copies of both the P.C.A. recommendations and applicable Pest Control Advisor and Qualified Applicator Licenses or Qualified Applicator Certificates, shall be submitted. All above-mentioned items shall be resubmitted in January of each year the Contract is in effect.
- CROA shall be notified in writing of any changes or deviations from the above list. Application of deviated materials shall not be made prior to approval by the CROA Representative.
- A five-working day notice in writing shall be given to CROA prior to any pesticide application so the notice can be communicated to the residents in advance. Notice shall include name of chemical, area to be treated, rate of chemical, method of application, date and time of day application is to be performed. CROA must give written consent prior to application of any Category I, or restricted use, pesticide.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### REFUSE CONTROL

- Areas within the project limits shall be kept free of litter and refuse (trash, cans, paper, bottles, cigarette butts, etc. and accumulations of leaves, dirt, and branches) always.
- Policing and litter pickup shall occur as often as necessary to ensure a clean, litter-free appearance.

Please sign acknowledging. Signature: \_\_\_\_\_

### REPLACEMENT OF PLANTS TO MAINTAIN DESIGN INTENT

- No changes or additions of plant materials, and no changes or additions to the design or layout of the landscaping shall be made without review and approval of CROA.
- Any tree, palm, shrub, or groundcover plantings which die, or which are damaged or decline to the extent of affecting the overall appearance of the project, shall be replaced promptly with the same species in a size which reasonably matches the plant it is replacing, to preserve the design intent and appearance of the landscaping.
- Any tree or plant which is abusively pruned in noncompliance with these specifications shall be replaced by the same species in a size which reasonably matches the plant it's replacing.
- **The Contractor shall be responsible for the full cost of such replacements where required due to incorrect maintenance (abusive pruning, fertilizer burn, etc.) or to inadequate maintenance (disease, pests, fungus, irrigation negligence, etc.). The Service Area/CROA shall be responsible for the full cost of such replacements only due to damaging acts by others, acts of God, and/ or other circumstances not attributable to actions or inactions of the Contractor.**
- If the plan included annuals or perennials, replacements shall be made on a seasonal basis, or whenever required, to maintain an acceptable year-round effect. Conversion of bedding plant areas to other landscape plants shall be subject to review and approval by CROA.

Please sign acknowledging. Signature: \_\_\_\_\_

### PLANT GUARANTEE AND/OR REPLACEMENT POLICY

- Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.
- All replacement plants shall be inspected and approved by CROA prior to installation. All landscape improvements or repairs shall conform to the Celebration Residential Owners Association, Inc. Landscape Specifications and Details.
- The Contractor must assume the maintenance responsibility and warrant future landscape improvements, new installation and refurbishment of existing landscape as specified within this scope.
- The Contractor and the CROA Representative will conduct an inspection of said landscape prior to final acceptance by CROA.
- Contractor shall submit an inspection report to the CROA Representative within 3 days following the inspection which must list all concerns and recommendation to correct. If said inspection report is not submitted as required, Contractor must accept and assume the plant replacement warranty for the remainder of the contract term without consideration of compensation.
- Any issues discovered during the inspection process will be corrected based on plant health.

Please sign acknowledging. Signature: \_\_\_\_\_



# Celebration Residential Owners Association (CROA)

## MULCHING

- All plant beds and tree rings shall be maintained with an adequate and neat layer of Cocoa Brown Hardwood Mulch or Pine Straw if approved by ARC and shall not exceed 3" in depth. **Mulching shall occur twice per year during the months of April and September/ First week of October depending on the request of the individual service area.**
- **(ALL Service Area Mulch must be installed by April 15th and October 1<sup>st</sup>).**
- Contractor will replenish mulch where disturbed due to mowing operations such as edge of landscape beds and tree rings. This shall have performed at no additional cost to CROA.
- Care should be taken during mulching to not cover landscape lighting, valves, junction boxes or other structures and components.
- Care shall be taken to avoid piling mulch around the plant crowns or trunks.

Please sign acknowledging. Signature: \_\_\_\_\_

## IRRIGATION SYSTEMS

- The Irrigation Contractor / Technician(s) shall be Rain Bird Maxicom Certified and must submit proof of a minimum of 3 years' experience with Irrigation installation and maintenance including ESP-LXD Series Two-Wire Decoder Controllers, flow meter, rain gauge, soil moisture sensors and a good understanding of Evapotranspiration and the ability to utilize such knowledge for the benefit of a healthy landscape.
- Irrigation systems and components shall be monitored to ensure that proper coverage is always achieved. Contractor shall provide one dedicated and certified Irrigation Technician for every 300 zones.

Please sign acknowledging. Signature: \_\_\_\_\_

## IRRIGATION REPAIRS

- The Contractor shall be responsible for repair of all site irrigation beginning with the customer service valve; downstream from the water meter, all pressure main lines, or any equipment in line (flow meters, master valves, etc.), through lateral lines and sprinkler heads; including all irrigation controllers, weather stations, rain gauges, control, and communication wiring, wireless and air cards. Contractor shall notify CROA Representative of any main line failure within two (2) hours of occurrence.
- **The CROA Representative shall approve all repairs in advance. The Contractor shall notify the CROA Representative once repairs are completed and prior to back filling any repairs to allow for inspection. Once inspected, the CROA Representative will notify the Contractor to backfill the repair. If the open repair presents a hazard to the public the repair shall be back filled as authorized by the CROA Representative. Photographs of the repairs shall be submitted.**
- **Damage to irrigation systems caused by the Contractor shall be the responsibility of the Contractor to repair within 48 hours of occurrence, self-discovery, or notification by CROA.**
- All replacement parts and materials are to be same type and model as original installation unless a substitute is approved by CROA representative. Failure to do so shall result in a deduction from monthly payments. In addition, a performance deficiency notice shall be issued to the Contractor.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### IRRIGATION SCHEDULING AND WATER MANAGEMENT

- Contractor shall be responsible for the programming and monitoring of irrigation controllers that are part of the Rain Bird centralized systems and any future cloud-based smart irrigation control systems. The Contractor shall be responsible for programming all standalone irrigation controllers.
- For changes to irrigations schedules controlled by the Central Irrigation Computers (Ivfaxicom) and any future cloud-based smart irrigation control systems the Contractor shall submit proposed irrigation schedules or a request to change a. schedule to the CROA Representative and the Celebration Community Development District Representative, two (2) days in advance of the needed change. The CROA Representative, using information provided by the Contractor, shall ensure the schedules are updated by the CCDD by the date requested.
- The Contractor shall perform inspections and repairs of all irrigation systems within contracted sites on the following schedule:

Please sign acknowledging. Signature: \_\_\_\_\_

### Service Areas Inspection/Reports

- Irrigation inspection reports are to be completed **One (1) time per month October - February & two (2) times month March - September.** Detailed inspection report must be emailed to the CROA representative on the date that the inspection is completed.
- **All inspections shall be included in the calendar work schedule submitted monthly.**
- The Contractor shall be responsible for programming each non-centralized irrigation controller to run only on assigned watering days as required by the Enterprise Community Development District (ECDD). Failure to do so shall result in a penalty of \$100 per occurrence per irrigation controller for those observed to not be programed as required.
- CROA shall have final determination as to the appropriate programming of the Irrigation Controllers. Upon discovery, the Contractor shall immediately report any irrigation system malfunctions, vandalism or damage to the CROA representative. The Contractor shall be responsible for necessary repairs to irrigation controllers.
- **The CROA Representative shall inspect and confirm any proposed repairs to irrigation controllers prior to commencement.**
- The Contractor shall furnish CROA with copies of all invoicing and associated inspection report, with location, pricing and quantities listed, for all irrigation system repairs. Invoice and inspection reports must indicate the exact location of the repairs, the controller and valve number to be considered for payment.

### IRRIGATION SPECIAL PROVISIONS - WATER MANAGEMENT

- Contractor shall keep all controllers in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance.
- Contractor shall keep all controller enclosures in good working order. This includes cleaning door panels, vacuuming interiors, pest prevention-eradication, lubrication of hinges, locks, etc. Contractor is responsible for always securing the controller cabinet door.
- **Contractor shall adjust all aspect of the irrigation systems to:**
  - Provide optimum coverage of all landscaped areas.
  - Prevent or minimize runoff and/ or erosion.
  - Prevent or minimize water on roadways.
  - Match precipitation rates of all nozzles/heads.
  - Prevent, eliminate and/ or limit hazardous conditions.
  - Prevent "flood irrigation"; over irrigating one area to account for coverage deficiency in another area.



## Celebration Residential Owners Association (CROA)

- All system malfunctions, damage, and obstructions shall be recorded, and timely corrective action taken in addition to specified routine irrigation system testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported; daily, if needed.
- Contractor shall correct deficient irrigation systems and equipment as necessary following notification from the CROA Representative.
- Contractor shall notify the CROA Representative immediately any time an irrigation system is shut down for any reason.
- The Contractor shall have full responsibility to ensure watering requirements are met within each CROA site. Contractor's forces shall be capable of performing repairs, installations, and modifications of existing irrigation systems to adequately irrigate all landscaped areas.
- The Contractor must ensure that sprinkler heads are in good operational order, filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, nozzle and filter replacements shall be considered as included in the contract price and no additional compensation shall be allowed.
- All electrically operated valves shall close completely at the conclusion of the station-watering program. As needed, valves shall be cleaned, repaired and/ or replaced promptly to restore proper operation. As part of the base bid, valve boxes shall be kept clean of sand, debris, and silt to a depth of 2" below the bottom of the valve.

Please sign acknowledging. Signature: \_\_\_\_\_

### MATERIALS

- All replacement materials shall be original types and model materials unless a substitute is approved by the CROA Representative. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems. Contractor shall implement repairs in accordance with all warranties.
- Cost of materials invoiced to CROA, if not listed on the unit price sheet, shall be the Contractor's actual cost plus a maximum 15% markup. Labor shall be considered as included in total contract price and no additional compensation shall be allowed. All parts and material invoices must include a copy of the irrigation inspection report specific to each project category location.
- The cost of all replacement materials will be broken down and given in the contract that is submitted in the price of the proposal and shall remain the price given during the contract period.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### DISASTER/ EMERGENCY PLAN

- When a Hurricane Warning has been issued for the Central Florida area, the Contractor must turn off all irrigation systems immediately as directed by the CROA Representative. This is to include weekends and holidays. Once the Hurricane threat has passed, the Contractor shall ensure all irrigation systems are fully operational within 48 hours as directed by the CROA Representative.
- In the event of a declared emergency or disaster, Contractor shall provide debris removal services. Prior to mobilization for debris removal activities, Contractor shall provide CROA, in writing, hourly rates for personnel and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. (Contracted hourly rates will be included during the RFP process and effective during the contract period).
- Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- Disaster Recovery Assistance Services shall not exceed seventy (70) hours for each declared emergency/ disaster.
- Contractor shall maintain and supply CROA all the necessary and adequate documentation on all emergency/ disaster-related services to support reimbursement by other local, state, or federal agencies. (Including before and after pictures).
- CROA reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. CROA will not be held responsible for any loss incurred by Contractor because of CROA's election to terminate these activities pursuant to this paragraph.
- Once declared by the county that it is no longer under a hurricane, tropical storm and tornado warning, contractor must communicate with the CROA representative of when work will commence. Any fallen trees/debris that are causing a safety hazard or obstruction must be removed immediately.

Please sign acknowledging. Signature: \_\_\_\_\_

### INSURANCE; INDEMNIFICATION

- Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:
- Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and
- Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.
- All such insurance required shall be in companies and on forms acceptable to CROA and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to CROA. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to CROA. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.



# Celebration Residential Owners Association (CROA)

— Contractor shall defend (if requested by CROA), indemnify and hold CROA and its officers, directors, agents, employees and assigns harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement; or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

Please sign acknowledging. Signature: \_\_\_\_\_

## COURTYARDS

- Some Townhomes in the Service Areas have maintenance that includes all the gated courtyards "unless the homeowner has requested, or the gated area is locked". Many homeowners have installed pavers in most of the yard but any landscape in the ground must be maintained per this scope
- It is of importance that the landscaping crews close all gates once they have completed all service in the courtyards, ensure that the gate has securely latched.

Please sign acknowledging. Signature: \_\_\_\_\_

## HOMEOWNER REQUESTS/INSTRUCTIONS

— Owners may ask for special care at their properties. We generally ask that any requests go through the Service Area Committee or the CROA office so there is maintenance consistency. CROA staff will confirm any requests or concerns for alternate maintenance of a unit.

Please sign acknowledging. Signature: \_\_\_\_\_

I, Jorge Ruiz Have read the scope of work in its entirety and acknowledge and understand the guidelines and specifications that are required.

Signature \_\_\_\_\_

Date 11/17/2022

AES





## NORTH VILLAGE / CHARLESTON PLACE

Vendor	Annual cost Bid
Benchmark Landscaping	\$42,089.00
Greenleaf Landscaping	\$0.00
Prince & Sons Inc.	\$36,848.00
Ground Guys Landscaping	\$0.00
TRIMAC Outdoor	\$32,652.00
Action Environmental Services Florida	\$45,862.00
Exquisite Lawncare	\$43,658.00
Exquisite Lawncare Option #2	\$62,281.00
Exclusive Landscape Group	\$24,510.00
Total Sqft	

Current Contract

**\$31,576**

# Action Item – Consent Agenda A3

## Academy Row and Meeting House Green Landscaping Contract

## Action Item – Consent Agenda A3

<b>Motion Subject:</b>	New Landscaping contract for Academy Row/Meeting House Green Townhomes
<b>Funding Source:</b>	Academy Row and Meeting House Green -Service Area Operations Budget
<b>Budgeted Amount:</b>	2023 \$54,599.00
<b>Bids Received:</b>	Benchmark Landscaping \$43,642.00 Greenleaf Landscaping \$42,900.00 Prince and Sons Landscaping \$51,999.00 Trimac Outdoor \$30,790.00 Annually/Monthly \$2,565.83 Action Environmental Services \$45,862.00 Exquisite Lawncare \$49,243.00
<b>Rationale:</b>	The Academy Row/Meeting House Green committee has chosen Trimac Outdoors as their landscaping provider starting 01/01/2023 to 12/31/2026. When completing the budgets for 2023, mulch was placed separately from the monthly maintenance; all contracts include the mulch.
<b>Management Recommendation:</b>	Management recommends that Trimac Outdoors is awarded the landscaping contract for Academy Row and Meeting House Green Townhomes.
<b>Motion on Agenda:</b>	Motion to approve New Landscaping contract for Academy Row/Meeting House Green Townhomes with Trimac Outdoors in the amount of \$2,565.83 – Service Area Operating Fund.



Natalie Mower &lt;natalie.mower@grandmanors.com&gt;

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## Trimac Outdoor

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**Mike Smith** <mikejustin94@gmail.com>

Thu, Dec 8, 2022 at 6:33 PM

To: Rose Vazquez <rose.vazquez@grandmanors.com>, Natalie Mower <natalie.mower@grandmanors.com>, Lauren Gunnyon <lauren.gunnyon@grandmanors.com>  
Cc: Teri Ann Bajek <teriannahelfrich@yahoo.com>, EJ McNally <EJ@mcnallybuilds.com>, David Romero <daveromero777@gmail.com>, Smithy <smithy@studiosmithy.com>

Rose,

I wanted to let you know that the Academy Row/Meeting House Green Service Area has selected Trimac Outdoor as our new landscape company, pending a successful contract negotiation. It is extremely important that all 5 members have the opportunity to go over our contractual agreement with Trimac before we enter in to any formal agreement. On behalf of the committee Rose, I would like to thank you for all of your hard work in guiding us thru this process. We are excited about Trimac and look forward to making our landscaping second to none!

Regards,

Mike Smith

Sent from my iPad



*Celebration Residential Owners Association, Inc. (CROA)*



**Celebration Residential  
Owners Association**  
Landscaping Scope of work Service Areas  
**EXHIBIT A**

Issued by:

**CELEBRATION RESIDENTIAL OWNERS' ASSOCIATION, INC. (CROA)  
BOARD OF DIRECTORS**

851 Celebration Avenue  
Celebration, FL 34747  
CELEBRATION.FL.US  
407-566-1200

**Date Issued: November 3<sup>rd</sup>, 2022**



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## Celebration Residential Owners Association, Inc. (CROA)

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CONFIDENTIAL

Scope of work consists of complete landscape, turf, irrigation, and specialty maintenance of residential service areas within





## Celebration Residential Owners Association, Inc. (CROA)

Celebration. The work consists of turf maintenance, weeding and edging of ground cover, preventing, and controlling weeds in turf, planters, and hardscape areas, trimming of shrubs, application of pesticides, hardscape areas, litter collection and disposal. A separate document will be attached with the replacement price of materials and labor. The CROA representative that is stated in the below document consists of GrandManors or Management company's Service Area Manager, Service Area Administrative Assistant, Community Manager, Operations Manager and or any other employee of GrandManors or Management company.

**Please sign to acknowledge that you have read item and understand each item in its entirety.**

- CROA reserves the right to award contracts for all work which requires a separate bid process based upon the nature of the work and its anticipated costs.

Please sign acknowledging. Signature: M. J. [Signature]

- Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of all turf, plant material, beds, planters, hardscape, and irrigation systems. A report listing all items which do not meet the specifications of this Scope of work must submitted to the CROA Service Area Representative of GrandManors.

— Please sign acknowledging. Signature: M. J. [Signature]

- Deficiencies noted within the report will be reviewed by the CROA Representative for verification and actions required. Upon approval by the CROA Representative, either the deficiencies will be corrected or documented to not become the responsibility of the Contractor to address without additional compensation.

Please sign acknowledging. Signature: M. J. [Signature]

- After the thirty (30) day audit period has expired and for the duration of the contract, Contractor shall assume responsibility for all unreported maintenance deficiencies, including materials and labor.

Please sign acknowledging. Signature: M. J. [Signature]

### WORK SCHEDULE

- The Contractor shall accomplish all normal work required under this contract between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday, excluding holidays. The CROA Representative may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions shall be commenced before 8:00 a.m. and after 7:00 p.m. Work will be scheduled so that it will not disrupt the functions and normal day-to-day operations of the parks and the areas located within them. No work will be performed on weekends without prior written approval of the CROA Representative.

Please sign acknowledging. Signature: M. J. [Signature]

- The Contractor shall provide the CROA Representative with a monthly calendar of work schedules 5 days prior to the 1st day of each month. Schedules must include the name of the Supervisor(s) who will oversee the work performed, and the telephone number(s) by which to contact him/her.

Please sign acknowledging. Signature: M. J. [Signature]

- The work schedules must reflect adequate time for completion of all routine work activities on a daily, weekly,



# Celebration Residential Owners Association (CROA)

- The Contractor shall provide supervision of all maintenance and or repair work being performed during the time of service” no exceptions”. Supervisors shall be able to communicate problems to the CROA Representative at any time and shall be always easily accessible to the Representative by cell phone. CROA shall be notified of any change in supervisory personnel.

Please sign acknowledging. Signature: \_\_\_\_\_ *[Signature]*

- A monthly walk through with the CROA Representative and contractor shall be performed to cover work being accomplished, special needs or concerns, and other related information. If needed, additional supervision or a change of supervisory personnel will be requested should contract performance fall below the acceptable standard.

Please sign acknowledging. Signature: \_\_\_\_\_ *[Signature]*

## ADDITIONAL WORK

- From time-to-time additional work may be requested of the Contractor by the CROA Representative. A cost estimate, schedule, and other determining information may be required before approval of work is granted. Each situation will be considered on a case-by-case basis. All additional work shall be completed according to approved schedule.

Please sign acknowledging. Signature: \_\_\_\_\_ *[Signature]*

## CHANGES

- It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications, or as amended by the CROA Representative. 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 CROA Representative. CROA does reserve the right to deny 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.

Please sign acknowledging. Signature: \_\_\_\_\_ *[Signature]*

## SATISFACTORY PERFORMANCE

- It is estimated that the frequency and guidelines set forth in this scope 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.

- 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 may be replaced at the CROA Representatives direction at no additional cost to the Contractor. Any reported damage should be reported to the CROA Representative in the weekly report.

- Any damage to walls, landscape, lighting, fencing, resident belongings, or hardscape features by the Contractor shall be repaired by the appropriate tradesmen initiated though the CROA Representative so all warranties remain effective. All billing for said repairs will be directed to the Contractor responsible for said area and cost of repairs.







## Celebration Residential Owners Association, Inc. (CROA)

### SITE CLEANLINESS AND CONDITION

- 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.
- Cleanup of trash and debris shall be performed on all workdays throughout the year.

Please sign acknowledging. Signature: \_\_\_\_\_

### 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.

Please sign acknowledging. Signature: \_\_\_\_\_

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

Please sign acknowledging. Signature: \_\_\_\_\_

### MEETINGS

- **The Contractor shall meet with the CROA Representative on a weekly basis.** Such meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving such issues, review of schedule and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the CROA Representative or the Contractor. **The CROA Representative shall provide the location, date, and time of meeting.**

Please sign acknowledging. Signature: \_\_\_\_\_

- Contractor shall provide a representative to attend the monthly meeting of the CROA Board of Directors meetings and shall be able to respond to any questions the Board may have as to the day-to-day activities at the project site pursuant to this scope of work.

Please sign acknowledging. Signature: \_\_\_\_\_

### QUALITY CONTROL



## Celebration Residential Owners Association, Inc. (CROA)

- The CROA Representative, or his designated representative, shall be the sole judge as to the adequacy and quality of maintenance. To ensure consistent quality of the work being performed, the **CROA Representative may inspect all areas covered by this contract while or after work is scheduled to be performed.** Any deficiencies shall be recorded and submitted to the Contractor for review and corrective action. Within the three (3) workdays, the CROA Representative shall re-inspect the deficient area and any deficiencies not corrected shall result in the value of the work deducted from the monthly payment to the Contractor. The bid prices quoted by the Contractor unit pricing and/or Extra Work Pricing Sheets shall be used to determine the dollar value of any deficiencies.

Please sign acknowledging. Signature: \_\_\_\_\_

- Within three (3) workdays (72 hours) after being notified by the CROA Representative in writing of defective or unacceptable work, should the Contractor fail to correct such work, CROA may authorize the unacceptable or defective work to be corrected. If CROA corrects the work, CROA shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work including an administration fee per occurrence. If the corrective work cannot reasonably be completed within such three (3) day period, and the Contractor had begun corrective work, and CROA reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, CROA agrees to allow Contractor to complete correction of the defective or unacceptable work beyond the three days.
- As this scope of work is for residential properties, it is required that more attention to detail will be given to each service area.
- The Contractor will make weekly in-person visual reviews of the entire site with focus on current conditions and the Contractor's performance. The Contractor will make any needed repairs and immediately.

Please sign acknowledging. Signature: \_\_\_\_\_

### REPORTS

- A weekly maintenance report shall be generated by the Contractor and submitted via email to the CROA representative outlining potential problem areas and the contractor's proposed corrective action, upcoming work approval requests, coordination, scheduling, etc. **These will be due each Friday by 9:00 AM, so the service area manager can send the report to the community by end of day each Friday.**
- The contractor shall address and respond to all Celeservice postings, as submitted by residents and staff during daily work hours, provide updates utilizing the Celeservice App.

Please sign acknowledging. Signature: \_\_\_\_\_

### SUBCONTRACTING

- The Contractor may subcontract certain procedures or operations only with the written approval of CROA. Proof of proper licensing and insurance must be provided to CROA prior to final approval. The Contractor is held responsible for any work performed by any subcontractor engaged.

Please sign acknowledging. Signature: \_\_\_\_\_

### WORKFORCE










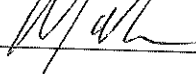
# Celebration Residential Owners Association (CROA)

performed.

Please sign acknowledging. Signature: 

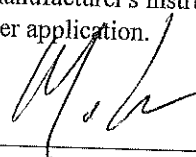
## ST. AUGUSTINE & ZOYSIA

- There should be a minimum of four (4) applications of a complete, acid-forming turf fertilizer applied to Zoysia and St. Augustine turf per year.
- February (After February 15th): (Zoysia and St. Augustine) A standard non-burning complete turf fertilizer containing a minimum of 30% to 40% of the Nitrogen in a controlled release form such as sulfur coated, or polymer coated sulfur coated urea. There should be a minimum of 4% Iron, 6% sulfur, and 2% each of Magnesium and Manganese. A lesser amount of Iron will be acceptable if it is in a chelated form. The fertilizer shall be applied at 1 pound of actual Nitrogen per 1000 Square feet of turf.
- May: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- August: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- October: (St. Augustine) Analysis should be determined by soil test results and recommendations.
- November: (Zoysia) Analysis should be determined by soil test results and recommendations.
- If these recommendations fail to keep the turf a consistent acceptable green color, a soil test should be performed, and the fertilizer blend adjusted accordingly. If the fertilizer does not keep the turf an acceptable green color between applications during the growing season, it may be necessary to provide an extra application of Nitrogen and/ or Iron to provide suitable color and may be requested by the owner. This will not be considered an extra to the contract.
- All turf fertilizers should be watered immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Contractor will also be responsible for sweeping or blowing fertilizer off all walkways, parking lots, roadways, and any affected paved area such as residents' porches. Special attention should be taken to ensure that fertilizer does not enter any stormwater retention or drainage feature.

Please sign acknowledging. Signature: 

## BAHIA TURF

- There should be two applications of complete commercial turf fertilizer to Bahia grass areas per year.
- March: A standard, non-burning complete turf fertilizer such as 16-0-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product)
- September: 9-2-24 with 6% iron, 8 to 10% Sulfur, and 2% each of Magnesium and Manganese at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product) This will help with winter cold tolerance.
- If yellowing occurs in between fertilizer applications, a liquid application of 12-0-0 with iron at the label rate, or another chelated iron source should be applied.
- All chemical applications shall be performed by trained, licensed operators in accordance with applicable local, state, and federal regulations, safety standards, and the manufacturer's instructions.
- All fertilizer shall be thoroughly watered in after application.

Please sign acknowledging. Signature: 

## BERMUDA TURF - HIGH" DEMAND MAINTENANCE SCHEDULE



# Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
1	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
2	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
2	0-0-50 Potassium Sulfate	150Lbs/ Acre
2	Pre-Emergent	Per label rate full coverage
3	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
3	Round-up clay areas and fence lines	Per label rate full coverage
3	Weed control post-emergent	Per label rate full coverage
4	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
4	Round-up clay areas and fence lines	2% Solution
4	Deep Tine Aerify	
4	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
4	Verti-cut	3/4" deep with 2" spacing
4	Chelated Iron 12-0-0	
5	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
5	Round-up clay areas and fence lines	2% Solution



# Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
6	0-0-50 Potassium Sulfate	150lbs/Acre
6	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
6	Aerate 3/4" coring tines 3"-4" deep	
6	Weed control post-emergent	Per label rate full coverage
6	Round-up clay areas and fence lines	2% Solution
6	Heritage Application	Per label rate full coverage
7	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
7	Round-up clay areas and fence lines	2% Solution
8	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
8	Round-up clay areas and fence lines	
8	Pre-M	Per label rate full coverage
8	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
9	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
9	0-0-50 Potassium Sulfate	150Lbs/ Acre
9	Round-up clay areas and fence lines	2% Solution
9	Aerate 3/4" coring tines 3"-4" deep	
9	Weed control post-emergent	Per label rate full coverage
10	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
10	Round-up clay areas and fence lines	2% Solution
11	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	Round-up clay areas and fence lines	2% Solution
12	Deep Tine Aerify	

Please sign acknowledging. Signature: \_\_\_\_\_







## Celebration Residential Owners Association (CROA)

of fixtures themselves from damage.

- Shrubs located under windows should be trimmed to the bottom of the window ledge leaving the window trim detail visible.
- All shrubs around the AC units/ equipment should be trimmed to screen the unit without impeding the use. Shrubs along privacy fences should be maintained to the bottom of the top rail leaving the top rail visible. Shrubs along a picket fence should be maintained to the top rail of the fence leaving the top picket details visible.
- Contractors must not trim buds before they have had a chance to bloom.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12".
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- A Hard pruning of Ligustrums and Burberry trees will be necessary to be kept below 10' and also a hard pruning of camellia bushes.

Please sign acknowledging. Signature: \_\_\_\_\_

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- When five (5%) of any individual plant material shows signs of disease, curative action must be taken. Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Non-targeted plant material damaged because of improper chemical applications must be replaced upon discovery at the Contractors expense.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

### FERTILIZATION OF GROUND COVER AND SHRUBS

- Shrubs and groundcovers shall be fertilized four (4) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. This shall be applied in March, May, July, and October at 1/2 cup per small shrub, 1 cup per large shrub, or 15 to 30 pounds per 1000 square feet of plant bed, depending on the spacing, type of plants, and product used. Fertilizer shall be broadcast evenly over the entire root zone, and care shall be taken to avoid accumulation of fertilizer granules on leaves, crowns, etc.
- The fertilizers should be watered in immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Special attention should be taken to prevent any fertilizer from being blown, swept, or otherwise ending up in any parking lot or roadway storm drain. Any fertilizer that ends up upon any non-target area or hard surface shall be removed and applied to a target area.

Please sign acknowledging. Signature: \_\_\_\_\_





# Celebration Residential Owners Association (CROA)

## LIVE OAK AND RELATED SPECIES

- Live Oaks and related species are to be maintained to have thick dense foliage. They should only be pruned to promote healthy and natural development form. Pruning shall be kept at a minimum.
- As trees mature, only remove necessary lower branches to maintain the natural normal form of the tree, and to allow for necessary maintenance.
- The tree shall have 2/3 canopy and 1/3 clear trunk.
- All limbs that are pruned back to the main trunk or central leader shall be cut at the collar, but not damaging the collar.

Please sign acknowledging. Signature: \_\_\_\_\_

## MAGNOLIAS

- Magnolias shall be maintained to have thick and dense foliage. They should only be pruned to promote health and natural form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.
- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood. To encourage full and dense foliage, prune lightly in the fall or early spring (before the spring flush), by removing 6" to 10" of foliage in appropriate areas and trimming leggy branches, to promote natural shape and form. The central leader shall not be removed.
- Branches shall be maintained away from structures and maintained to not extend into alleyways, sidewalks and pedestrian areas.

Please sign acknowledging. Signature: \_\_\_\_\_

## ALL TREE SPECIES

- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood, or to provide visibility. Contractor shall be responsible for pruning up to the first fifteen (15) feet of trees as needed to maintain a natural and healthy appearance. All Trees should maintain a (5) feet clearance from any structure or townhome/residence.
- All broken limbs or debris resulting from winds, storms; or other causes shall be removed promptly, or immediately if impeding safety.
- Pruning cuts shall be clean and smooth with no rough or torn bark or wood remaining.
- 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 and will require replacement at the Contractors expense upon discovery.
- Pruning of all trees needs to be maintained year-round to specifications.

Please sign acknowledging. Signature: \_\_\_\_\_



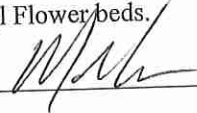




# Celebration Residential Owners Association (CROA)

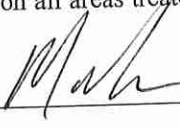
## WEED CONTROL

Beds are to be kept free of weeds, landscape debris and trash. Hand weeding shall be done as necessary. The use of pre-emergent and selective herbicides is required for all Annual Flower beds.

Please sign acknowledging. Signature: 

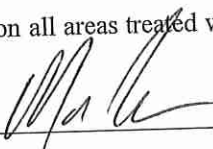
## DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: 

## PESTICIDE USE SPECIFICATIONS

- Contractor shall have extensive knowledge and experience developing and implementing Integrated Pest Management Programs (IP: tvf) and shall develop, implement, and adjust an IPM program for all sites included in this contract.
- All pesticide applications are to be made by or under the supervision of a person or persons with appropriate valid licenses, permits or certificates issued pursuant to all applicable Federal, State, or local laws or regulations. Said person or company is to be currently registered to conduct a pest control business in the State of Florida and the County of Osceola.
- Pesticide applications are to be made in strict compliance with the product label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency.
- Within thirty days of the award of contract, and/ or prior to the actual start of work, Contractor shall supply to the CROA Representative a list of all chemicals proposed to be used in the fulfillment of said contract. No "generic" chemicals shall be allowed for substitution purposes, unless approved by the CROA Representative.
- The most current specimen labels and Safety Data Sheets for all listed chemicals shall be supplied at this time and Copies of both the P.C.A. recommendations and applicable Pest Control Advisor and Qualified Applicator Licenses or Qualified Applicator Certificates, shall be submitted. All above-mentioned items shall be resubmitted in January of each year the Contract is in effect.
- CROA shall be notified in writing of any changes or deviations from the above list. Application of deviated materials shall not be made prior to approval by the CROA Representative.
- A five-working day notice in writing shall be given to CROA prior to any pesticide application so the notice can be communicated to the residents in advance. Notice shall include name of chemical, area to be treated, rate of chemical, method of application, date and time of day application is to be performed. CROA must give written consent prior to application of any Category I, or restricted use, pesticide.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets

Please sign acknowledging. Signature: 







## Celebration Residential Owners Association (CROA)

### IRRIGATION SCHEDULING AND WATER MANAGEMENT

- Contractor shall be responsible for the programming and monitoring of irrigation controllers that are part of the Rain Bird centralized systems and any future cloud-based smart irrigation control systems. The Contractor shall be responsible for programming all standalone irrigation controllers.
- For changes to irrigations schedules controlled by the Central Irrigation Computers (Ivfaxicom) and any future cloud-based smart irrigation control systems the Contractor shall submit proposed irrigation schedules or a request to change a. schedule to the CROA Representative and the Celebration Community Development District Representative, two (2) days in advance of the needed change. The CROA Representative, using information provided by the Contractor, shall ensure the schedules are updated by the CCDD by the date requested.
- The Contractor shall perform inspections and repairs of all irrigation systems within contracted sites on the following schedule:

Please sign acknowledging. Signature: \_\_\_\_\_

### Service Areas Inspection/Reports

- Irrigation inspection reports are to be completed **One (1) time per month October - February & two (2) times month March – September. Detailed inspection report must be emailed to the CROA representative on the date that the inspection is completed.**
- **All inspections shall be included in the calendar work schedule submitted monthly.**
- The Contractor shall be responsible for programming each non-centralized irrigation controller to run only on assigned watering days as required by the Enterprise Community Development District (ECDD). Failure to do so shall result in a penalty of \$100 per occurrence per irrigation controller for those observed to not be programed as required.
- CROA shall have final determination as to the appropriate programming of the Irrigation Controllers. Upon discovery, the Contractor shall immediately report any irrigation system malfunctions, vandalism or damage to the CROA representative. The Contractor shall be responsible for necessary repairs to irrigation controllers.
- **The CROA Representative shall inspect and confirm any proposed repairs to irrigation controllers prior to commencement.**
- The Contractor shall furnish CROA with copies of all invoicing and associated inspection report, with location, pricing and quantities listed, for all irrigation system repairs. Invoice and inspection reports must indicate the exact location of the repairs, the controller and valve number to be considered for payment.

### IRRIGATION SPECIAL PROVISIONS - WATER MANAGEMENT

- Contractor shall keep all controllers in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance.
- Contractor shall keep all controller enclosures in good working order. This includes cleaning door panels, vacuuming interiors, pest prevention-eradication, lubrication of hinges, locks, etc. Contractor is responsible for always securing the controller cabinet door.
- **Contractor shall adjust all aspect of the irrigation systems to:**
  - Provide optimum coverage of all landscaped areas.
  - Prevent or minimize runoff and/ or erosion.
  - Prevent or minimize water on roadways.
  - Match precipitation rates of all nozzles/heads.
  - Prevent, eliminate and/ or limit hazardous conditions.
  - Prevent "flood irrigation"; over irrigating one area to account for coverage deficiency in another area.



## Celebration Residential Owners Association (CROA)

- All system malfunctions, damage, and obstructions shall be recorded, and timely corrective action taken in addition to specified routine irrigation system testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported; daily, if needed.
- Contractor shall correct deficient irrigation systems and equipment as necessary following notification from the CROA Representative.
- Contractor shall notify the CROA Representative immediately any time an irrigation system is shut down for any reason.
- The Contractor shall have full responsibility to ensure watering requirements are met within each CROA site. Contractor's forces shall be capable of performing repairs, installations, and modifications of existing irrigation systems to adequately irrigate all landscaped areas.
- The Contractor must ensure that sprinkler heads are in good operational order, filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, nozzle and filter replacements shall be considered as included in the contract price and no additional compensation shall be allowed.
- All electrically operated valves shall close completely at the conclusion of the station-watering program. As needed, valves shall be cleaned, repaired and/ or replaced promptly to restore proper operation. As part of the base bid, valve boxes shall be kept clean of sand, debris, and silt to a depth of 2" below the bottom of the valve.

Please sign acknowledging. Signature: \_\_\_\_\_

### MATERIALS

- All replacement materials shall be original types and model materials unless a substitute is approved by the CROA Representative. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems. Contractor shall implement repairs in accordance with all warranties.
- Cost of materials invoiced to CROA, if not listed on the unit price sheet, shall be the Contractor's actual cost plus a maximum 15% markup. Labor shall be considered as included in total contract price and no additional compensation shall be allowed. All parts and material invoices must include a copy of the irrigation inspection report specific to each project category location.
- The cost of all replacement materials will be broken down and given in the contract that is submitted in the price of the proposal and shall remain the price given during the contract period.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### DISASTER/ EMERGENCY PLAN

- When a Hurricane Warning has been issued for the Central Florida area, the Contractor must turn off all irrigation systems immediately as directed by the CROA Representative. This is to include weekends and holidays. Once the Hurricane threat has passed, the Contractor shall ensure all irrigation systems are fully operational within 48 hours as directed by the CROA Representative.
- In the event of a declared emergency or disaster, Contractor shall provide debris removal services. Prior to mobilization for debris removal activities, Contractor shall provide CROA, in writing, hourly rates for personnel and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. (Contracted hourly rates will be included during the RFP process and effective during the contract period).
- Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- Disaster Recovery Assistance Services shall not exceed seventy (70) hours for each declared emergency/ disaster.
- Contractor shall maintain and supply CROA all the necessary and adequate documentation on all emergency/ disaster-related services to support reimbursement by other local, state, or federal agencies. (Including before and after pictures).
- CROA reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. CROA will not be held responsible for any loss incurred by Contractor because of CROA's election to terminate these activities pursuant to this paragraph.
- Once declared by the county that it is no longer under a hurricane, tropical storm and tornado warning, contractor must communicate with the CROA representative of when work will commence. Any fallen trees/debris that are causing a safety hazard or obstruction must be removed immediately.

Please sign acknowledging. Signature: \_\_\_\_\_

### INSURANCE; INDEMNIFICATION

- Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:
- Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and
- Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.
- All such insurance required shall be in companies and on forms acceptable to CROA and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to CROA. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to CROA. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.



# Celebration Residential Owners Association (CROA)

— Contractor shall defend (if requested by CROA), indemnify and hold CROA and its officers, directors, agents, employees and assigns harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement; or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

Please sign acknowledging. Signature: Mah

## COURTYARDS

- Some Townhomes in the Service Areas have maintenance that includes all the gated courtyards “unless the homeowner has requested, or the gated area is locked”. Many homeowners have installed pavers in most of the yard but any landscape in the ground must be maintained per this scope
- It is of importance that the landscaping crews close all gates once they have completed all service in the courtyards, ensure that the gate has securely latched.

Please sign acknowledging. Signature: Mah

## HOMEOWNER REQUESTS/INSTRUCTIONS

— Owners may ask for special care at their properties. We generally ask that any requests go through the Service Area Committee or the CROA office so there is maintenance consistency. CROA staff will confirm any requests or concerns for alternate maintenance of a unit.

Please sign acknowledging. Signature: Mah

I Milo Williams Have read the scope of work in its entirety and acknowledge and understand the guidelines and specifications that are required.

Signature Mah

Date 11-16-22





# Celebration Residential Owners Association (CROA)

*This document must be completed and returned with your Submittal*

## CONTRACTOR'S AFFIDAVIT

State of Florida  
County of Orange

Before me personally appeared <sup>MILD</sup> WILLIAMS who (title) is <sup>BUSINESS</sup> DEVELOPER of *(the company described herein)* being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by CROA deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known  or Produced Identification \_\_\_\_\_

Sworn to and subscribed before me this 16<sup>th</sup> day of November, 2022

Shannon V. Leigh

NOTARY PUBLIC – STATE OF FLORIDA  
(Signature of Notary Public)

Shannon V. Leigh  
(Print Name of Notary Public)

*This document must be completed and returned with your Submittal*



**BID RESPONSE FORM**

Company Name: TRIMAC OUTDOOR Contact: MILO WILLIAMS  
Email: MILO@TRIMACOUTDOOR.COM Phone: 904-214-6523

I MILO WILLIAMS, on behalf of TRIMAC OUTDOOR, submit the following bids as indicated below:

Please provide a bid price for the following items:

- Total price per calendar year of contracted services
- Pricing Worksheet (example attached)

**NOTE(S):**

When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in CROA's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.

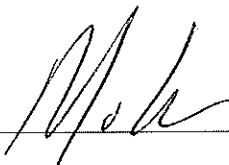
All price information to be used in the RFP evaluation must be on this proposal form.

CROA reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

*"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully regarding all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with CROA in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor, and service necessary to complete the work covered by the RFP and Contract Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.*

*Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP."*

Executed by:

<u>MILO WILLIAMS</u>	<u>BD</u>		<u>11-16-22</u>
Agent Name	Title	Signature	Date

***This document must be completed and returned with your Submittal***



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/01/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER	George A Zellner Co 6950 Philips Hwy Suites 45-48 Bldg 4 Jacksonville FL 32216-	CONTACT NAME: Certificates Desk
		PHONE (A/C, No, Ext): (904)356-1492 FAX (A/C, No): (904)354-4328
		E-MAIL ADDRESS: certificates@zellnerinsurance.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Associated Industries Ins. Co NAIC # 23140
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. INS.	SUBR. WKS.	POLICY NUMBER	POLICY EFF. (MM/DD/YY)	POLICY EXP. (MM/DD/YY)	LIMITS
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			X AWC1181058	03/20/2022	03/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>	AI 000270
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE	



# ACADEMY ROW / MEETING HOUSE GREEN

Vendor	Annual cost Bid
Benchmark Landscaping	\$43,642.00
Greenleaf Landscaping	\$42,900.00
Prince & Sons Inc.	\$51,999.00
Ground Guys Landscaping	\$0.00
TRIMAC Outdoor	\$30,790.00
Action Environmental Services Florida	\$45,862.00
Exquisite Lawncare	\$49,243.00
Exquisite Lawncare Option #2	\$77,137.00

Current Contract  
**\$40,619**

Total Sqft \_\_\_\_\_

# Action Item – Consent Agenda A4

## Savannah Square Landscaping Contract

## Action Item – Consent Agenda A4

<b>Motion Subject:</b>	New Landscaping contract for Savannah Square Townhomes
<b>Funding Source:</b>	Savannah Square Townhomes -Service Area Operations Budget
<b>Budgeted Amount:</b>	2023- \$27,575.00 Annually/Monthly \$2,298.00
<b>Bids Received:</b>	Benchmark Landscaping \$40,785.00 Prince and Sons \$17,499.00 Ground Guys Landscaping \$49,494.00 Trimac Outdoor \$20,094.00 Action Environmental Services \$31,410.00 Exquisite Lawncare \$27,877.00
<b>Rationale:</b>	The Savannah Square committee has chosen Exquisite Lawn care as their landscaping provider, starting 01/01/2023 to 12/31/2026. Even though the vendor the committee has chosen is over by \$300.00 annually and \$25.00monthly, the committee wants to award Exquisite Lawncare the contract. When completing the budgets for 2023, mulch was placed separately from the monthly maintenance; all contracts include the mulch.
<b>Management Recommendation:</b>	Management recommends that Exquisite Lawncare is awarded the landscaping contract for Savannah Square Townhomes.
<b>Motion on Agenda:</b>	Motion to approve New Landscaping contract for Savannah Square in the amount of \$2,298.00 per month with Exquisite Landscaping – Service Area Operating Fund.



Natalie Mower <natalie.mower@grandmanors.com>

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## Landscaping Company

---

Rose Vazquez <rose.vazquez@grandmanors.com>

Thu, Dec 8, 2022 at 11:53 AM

To: James Sunshine <james.sunshine1@gmail.com>

Cc: Stephanie Tiangco <steph@hammediagroup.com>, Paul Rashkind <paul@rashkind.com>, Damon Smith <damon.smith@gmail.com>, SavannahSquareCommittee@townhall.celebration.fl.us, Natalie Mower <natalie.mower@grandmanors.com>, Lauren Gunnyon <lauren.gunnyon@grandmanors.com>

Thank you all!

Confirmed Exquisite Lawn Care.

KInd Regards,

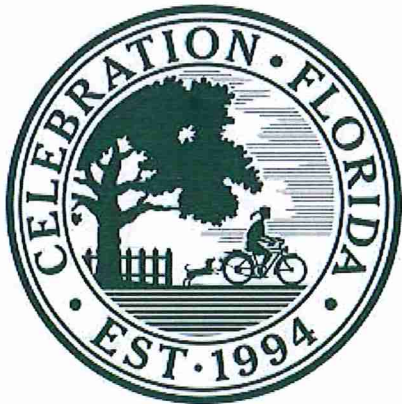
**Rose Vazquez**

*Onsite Service Area Manager*

**851 Celebration Avenue • Celebration, FL 34747**

www.GrandManors.com • www.celebration.fl.us

p: (407) 566-1200 x232 • f: (407) 566-1210



[Quoted text hidden]





Natalie Mower <natalie.mower@grandmanors.com>

---

## Landscaping Company

---

James Sunshine <james.sunshine1@gmail.com>

Thu, Dec 8, 2022 at 11:25 AM

To: Stephanie Tiangco <steph@hammediagroup.com>

Cc: Rose Vazquez <rose.vazquez@grandmanors.com>, Paul Rashkind <paul@rashkind.com>, Damon Smith <damon.smith@gmail.com>, SavannahSquareCommittee@townhall.celebration.fl.us, Natalie Mower <natalie.mower@grandmanors.com>, Lauren Gunnyon <lauren.gunnyon@grandmanors.com>

Yes, I agree.

On Thu, Dec 8, 2022 at 9:21 AM Stephanie Tiangco <steph@hammediagroup.com> wrote:

Agreed

Please make sure in the new agreement/ contract that there are penalties for non performance

As well a very specific scope of work details

Thank you Rose 🍷!

*Kind Regards,*

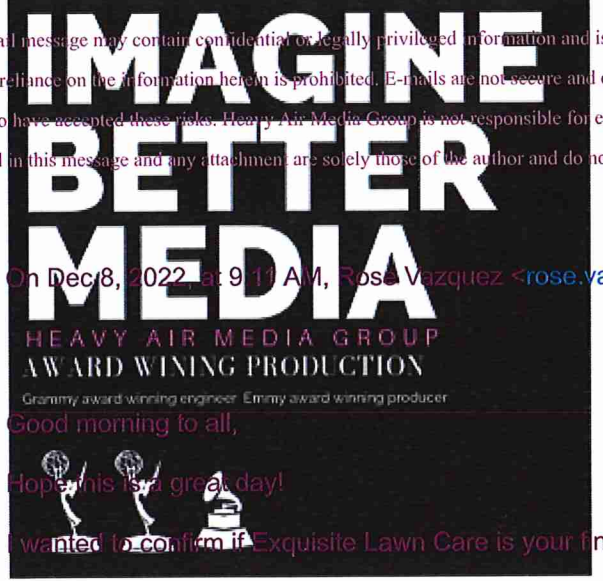
**STEPHANIE TIANGCO**  
**CREATIVE CONSULTANT**

office + 1 786 393 5848 / cell +1 305 606 9122

[WWW.HAMMEDIGROUP.COM](http://WWW.HAMMEDIGROUP.COM)

[steph@hammediagroup.com](mailto:steph@hammediagroup.com)

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On Dec 8, 2022 at 9:11 AM, Rose Vazquez <[rose.vazquez@grandmanors.com](mailto:rose.vazquez@grandmanors.com)> wrote:

Good morning to all,

Hope this is a great day!

I wanted to confirm if Exquisite Lawn Care is your final selection for your Landscaping Company as per previous emails.

Please advise in writing so that we can add this to the Board Packet for next Wednesday.

We are working on this now.

Thank you.

Kind Regards,

**Rose Vazquez**

*Onsite Service Area Manager*

**851 Celebration Avenue • Celebration, FL 34747**

[www.GrandManors.com](http://www.GrandManors.com) • [www.celebration.fl.us](http://www.celebration.fl.us)

**p: (407) 566-1200 x232 • f: (407) 566-1210**





Natalie Mower <natalie.mower@grandmanors.com>

---

## Landscaping Company

---

**Rose Vazquez** <rose.vazquez@grandmanors.com>

Thu, Dec 8, 2022 at 9:11 AM

To: James Sunshine <james.sunshine1@gmail.com>, Paul Rashkind <paul@rashkind.com>, Stephanie Tiangco <steph@hammediagroup.com>, Damon Smith <damon.smith@gmail.com>, SavannahSquareCommittee@townhall.celebration.fl.us

Cc: Natalie Mower <natalie.mower@grandmanors.com>, Lauren Gunnyon <lauren.gunnyon@grandmanors.com>

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Kind Regards,

**Rose Vazquez**

*Onsite Service Area Manager*

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**p:** (407) 566-1200 x232 • **f:** (407) 566-1210

EXQUISITE  
LAWN CARE  
407-719-5944

52 Riley #402  
Celebration, FL 34747  
(407) 719-5944

[brian@exquisitelawncafe.com](mailto:brian@exquisitelawncafe.com)

CROA 11/15/2022

To whom it may concern,

We are pleased to have the opportunity to bid on multiple areas for CROA. We appreciate the opportunity to provide you with information about our company, staff and experience.

We are a family-owned company, and since purchasing Exquisite Lawn Care in 2010 have continually grown the company. I have previously worked for Isleworth, Seaworld, and Universal Studios as a Horticulturist and Lead Horticulturist. I have also held the position of Account Manager with a larger commercial maintenance company. I hold a Trade Certificate with Valencia Community College in Horticulture, am a Certified Florida Friendly Landscape Professional, and also currently certified as a Horticulture Professional with the FNGLA. Most of my experience is with managing larger commercial lawn maintenance accounts and commercial landscaping projects much like the service areas.

We have extensive knowledge in Celebration covenants and requirements. We currently have a healthy mix of commercial and residential properties inside Celebration, the majority with long-standing contracts or agreements as we do not hold contracts with our single-family residence accounts, many we have had since 2010. Our staff and teams are dedicated and knowledgeable and take great pride in their work. We are consistently complimented on their friendly demeanor and polite mannerisms.

Irrigation will be handled by our company. Our irrigation team will be ready to handle any problems that arise quickly and efficiently. Pest control including fertilization will be handled by either TruGreen or Pest Patrol and overseen by their general manager and myself. Both TruGreen and Pest Patrol have been operating in Celebration for many years. Arboriculture will be handled by our team or with PTC Tree Work for larger scale pruning. We introduced PTC to Celebration back in 2010 and their reputation and workload has only grown since then. Recently, both TruGreen and PTC have been helping us turn around the many neighborhood parks in Celebration, and we look forward to continuing to improve these areas over the next 3 – 5 years.

Please feel free to contact me with any questions, comments, or concerns.

Sincerely,



Brian Causey



*Celebration Residential Owners Association, Inc. (CROA)*



**Celebration Residential  
Owners Association**  
Landscaping Scope of work Service Areas  
**EXHIBIT A**

Issued by:

**CELEBRATION RESIDENTIAL OWNERS' ASSOCIATION, INC. (CROA)  
BOARD OF DIRECTORS**

851 Celebration Avenue  
Celebration, FL 34747  
CELEBRATION.FL.US  
407-566-1200

**Date Issued: November 3<sup>rd</sup>, 2022**



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*Celebration Residential Owners Association, Inc. (CROA)*

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CONFIDENTIAL

Scope of work consists of complete landscape, turf, irrigation, and specialty maintenance of residential service areas within



## Celebration Residential Owners Association, Inc. (CROA)

Celebration. The work consists of turf maintenance, weeding and edging of ground cover, preventing, and controlling weeds in turf, planters, and hardscape areas, trimming of shrubs, application of pesticides, hardscape areas, litter collection and disposal. A separate document will be attached with the replacement price of materials and labor. The CROA representative that is stated in the below document consists of GrandManors or Management company's Service Area Manager, Service Area Administrative Assistant, Community Manager, Operations Manager and or any other employee of GrandManors or Management company.

**Please sign to acknowledge that you have read item and understand each item in its entirety.**

- CROA reserves the right to award contracts for all work which requires a separate bid process based upon the nature of the work and its anticipated costs.

Please sign acknowledging. Signature: \_\_\_\_\_

- Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of all turf, plant material, beds, planters, hardscape, and irrigation systems. A report listing all items which do not meet the specifications of this Scope of work must be submitted to the CROA Service Area Representative of GrandManors.

— Please sign acknowledging. Signature: \_\_\_\_\_

- Deficiencies noted within the report will be reviewed by the CROA Representative for verification and actions required. Upon approval by the CROA Representative, either the deficiencies will be corrected or documented to not become the responsibility of the Contractor to address without additional compensation.

Please sign acknowledging. Signature: \_\_\_\_\_

- After the thirty (30) day audit period has expired and for the duration of the contract, Contractor shall assume responsibility for all unreported maintenance deficiencies, including materials and labor.

Please sign acknowledging. Signature: \_\_\_\_\_

### WORK SCHEDULE

- The Contractor shall accomplish all normal work required under this contract between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday, excluding holidays. The CROA Representative may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions shall be commenced before 8:00 a.m. and after 7:00 p.m. Work will be scheduled so that it will not disrupt the functions and normal day-to-day operations of the parks and the areas located within them. No work will be performed on weekends without prior written approval of the CROA Representative.

Please sign acknowledging. Signature: \_\_\_\_\_

- The Contractor shall provide the CROA Representative with a monthly calendar of work schedules 5 days prior to the 1st day of each month. Schedules must include the name of the Supervisor(s) who will oversee the work performed, and the telephone number(s) by which to contact him/her.

Please sign acknowledging. Signature: \_\_\_\_\_

- The work schedules must reflect adequate time for completion of all routine work activities on a daily, weekly,





## Celebration Residential Owners Association, Inc. (CROA)

and monthly basis, as well as seasonal work activities on an annual basis which comply with the specification requirements indicated throughout this document. **The schedule shall also indicate any special work assignments i.e., pesticide application, tree trimming, plant / turf replacement, mulching, etc.**

Please sign acknowledging. Signature: [Signature]

- Failure to submit schedules within the time frame specified shall result in a penalty of \$100 per occurrence, per schedule for each calendar day until schedules are received.

Please sign acknowledging. Signature: [Signature]

Contractor shall complete all work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor and approved by the CROA Representative. **All scheduled work NOT completed during the week scheduled shall be reported to the CROA Representative in writing by 4:00 PM Friday of the same week.**

Please sign acknowledging. Signature: [Signature]

### TERM OF CONTRACT

- The term of this Agreement shall be January 1, 2023, through December 31, 2026, with the option to renew for two (2) additional one (1) year periods. The prices proposed by the Contractor shall remain fixed and firm for the duration of the Agreement.

Please sign acknowledging. Signature: [Signature]

- Prior to each renewal period, Contractor will be evaluated based on their performance.

Please sign acknowledging. Signature: [Signature]

- 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 landscaping systems as outlined within this scope.

Please sign acknowledging. Signature: [Signature]

- The following specifications are set as the minimums to achieve the desired healthy and attractive landscaping within the community. **“Please find the landscaping guidelines attached”.**

Please sign acknowledging. Signature: [Signature]

## OPERATIONS AND COMMUNICATIONS



**SITE CLEANLINESS AND CONDITION**

- 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.
- Cleanup of trash and debris shall be performed on all workdays throughout the year.

Please sign acknowledging. Signature: [Signature]

**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.

Please sign acknowledging. Signature: [Signature]

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

Please sign acknowledging. Signature: [Signature]

**MEETINGS**

- **The Contractor shall meet with the CROA Representative on a weekly basis.** Such meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving such issues, review of schedule and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the CROA Representative or the Contractor. **The CROA Representative shall provide the location, date, and time of meeting.**

Please sign acknowledging. Signature: [Signature]

- Contractor shall provide a representative to attend the monthly meeting of the CROA Board of Directors meetings and shall be able to respond to any questions the Board may have as to the day-to-day activities at the project site pursuant to this scope of work.

Please sign acknowledging. Signature: [Signature]

**QUALITY CONTROL**



## Celebration Residential Owners Association, Inc. (CROA)

- The CROA Representative, or his designated representative, shall be the sole judge as to the adequacy and quality of maintenance. To ensure consistent quality of the work being performed, the **CROA Representative may inspect all areas covered by this contract while or after work is scheduled to be performed.** Any deficiencies shall be recorded and submitted to the Contractor for review and corrective action. Within the three (3) workdays, the CROA Representative shall re-inspect the deficient area and any deficiencies not corrected shall result in the value of the work deducted from the monthly payment to the Contractor. The bid prices quoted by the Contractor unit pricing and/ or Extra Work Pricing Sheets shall be used to determine the dollar value of any deficiencies.

Please sign acknowledging. Signature: \_\_\_\_\_

- Within three (3) workdays (72 hours) after being notified by the CROA Representative in writing of defective or unacceptable work, should the Contractor fail to correct such work, CROA may authorize the unacceptable or defective work to be corrected. If CROA corrects the work, CROA shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work including an administration fee per occurrence. If the corrective work cannot reasonably be completed within such three (3) day period, and the Contractor had begun corrective work, and CROA reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, CROA agrees to allow Contractor to complete correction of the defective or unacceptable work beyond the three days.
- As this scope of work is for residential properties, it is required that more attention to detail will be given to each service area.
- The Contractor will make weekly in-person visual reviews of the entire site with focus on current conditions and the Contractor's performance. The Contractor will make any needed repairs and immediately.

Please sign acknowledging. Signature \_\_\_\_\_

### REPORTS

- A weekly maintenance report shall be generated by the Contractor and submitted via email to the CROA representative outlining potential problem areas and the contractor's proposed corrective action, upcoming work approval requests, coordination, scheduling, etc. **These will be due each Friday by 9:00 AM, so the service area manager can send the report to the community by end of day each Friday.**
- The contractor shall address and respond to all Celeservice postings, as submitted by residents and staff during daily work hours, provide updates utilizing the Celeservice App.

Please sign acknowledging. Signature \_\_\_\_\_

### SUBCONTRACTING

- The Contractor may subcontract certain procedures or operations only with the written approval of CROA. Proof of proper licensing and insurance must be provided to CROA prior to final approval. The Contractor is held responsible for any work performed by any subcontractor engaged.


Please sign acknowledging. Signature \_\_\_\_\_

### WORKFORCE




## Celebration Residential Owners Association, Inc. (CROA)

- The Contractor employees shall be dressed in a uniform fashion with company identification. Vehicles as well should be clearly identified. A professional appearance should be maintained.

Please sign acknowledging. Signature: 

- Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors always.


Please sign acknowledging. Signature: 

- 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 CROA hereby acknowledges that the Contractor only employs individuals who are legally authorized to work in the United States the Contractor employ individuals who are not legally authorized to work in the United States, it is understood that CROA 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.

Please sign acknowledging. Signature: 

### KEYS/ACCESS CARDS

- CROA will issue such keys and access cards as necessary for access to the work area. Contractor must assume full responsibility for theft or loss of said keys and cards and must pay for re-keying ALL locks operated by these keys or the replacement cost for access cards. Keys must not be duplicated.

Please sign acknowledging. Signature: 

### LOST&FOUND

- The contractor must ensure that articles found by its employees and/ or sub-contractors are returned to the CROA Representative or Town Hall upon discovery.

Please sign acknowledging. Signature: 

### PARKING

- Contractors' 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.

Please sign acknowledging. Signature: 

### SUPERVISION



## Celebration Residential Owners Association (CROA)

- The Contractor shall provide supervision of all maintenance and or repair work being performed during the time of service” no exceptions”. Supervisors shall be able to communicate problems to the CROA Representative at any time and shall be always easily accessible to the Representative by cell phone. CROA shall be notified of any change in supervisory personnel.

Please sign acknowledging. Signature: \_\_\_\_\_

- A monthly walk through with the CROA Representative and contractor shall be performed to cover work being accomplished, special needs or concerns, and other related information. If needed, additional supervision or a change of supervisory personnel will be requested should contract performance fall below the acceptable standard.

Please sign acknowledging. Signature: \_\_\_\_\_

### ADDITIONAL WORK

- From time-to-time additional work may be requested of the Contractor by the CROA Representative. A cost estimate, schedule, and other determining information may be required before approval of work is granted. Each situation will be considered on a case-by-case basis. All additional work shall be completed according to approved schedule.

Please sign acknowledging. Signature: \_\_\_\_\_

### CHANGES

- It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications, or as amended by the CROA Representative. 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 CROA Representative. CROA does reserve the right to deny 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.

Please sign acknowledging. Signature: \_\_\_\_\_

### SATISFACTORY PERFORMANCE

- It is estimated that the frequency and guidelines set forth in this scope 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.
- 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 may be replaced at the CROA Representatives direction at no additional cost to the Contractor. Any reported damage should be reported to the CROA Representative in the weekly report.
- Any damage to walls, landscape, lighting, fencing, resident belongings, or hardscape features by the Contractor shall be repaired by the appropriate tradesmen initiated though the CROA Representative so all warranties remain effective. All billing for said repairs will be directed to the Contractor responsible for said area and cost of repairs.



## Celebration Residential Owners Association (CROA)

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- The Contractor will be graded on a scale from 1-3 where 0 is "Unacceptable" and 3 is "Excellent". If the Contractor scores below a two on a weekly audit, they have three business days to fix the unacceptable item. If the contractor scores an overall two or lower three times during the contract, an action plan of correction will be required and could lead to cancelation of contract. "Please find the inspection form utilized attached".

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

### MAINTENANCE FOR VISIBILITY AND SAFETY

- All landscaping shall be maintained in a manner that allows clear passage of vehicles in all roadways and pedestrians along sidewalks and designated pathways, provides open visibility where necessary for safety, and does not obstruct lighting or signage.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- Clear visibility in both daytime and nighttime is of the utmost importance for parking areas, driveways, and at intersections of all types.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- Trees and shrubs shall not be allowed to grow into or over sidewalks, cart paths, public or private streets, driveways, alleyways, or parking areas in any way that conflicts with the safe passage of pedestrians and vehicles.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- A minimum of ten (10) feet vertical clearance shall be maintained. This shall be increased to fifteen (15) feet on all streets where necessary for the passage of taller vehicles, such as vans, buses, emergency vehicles or trucks-in areas which must be accessed by such vehicles.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- In general, hedges and shrub masses shall be maintained at a maximum height of three (3) feet in all areas where views must be maintained for safety of vehicular and pedestrian traffic Contractor must visually inspect the site (doing so on a routine basis) to determine whether safe visibility requires maintenance at a lower height, in any given situation.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- Individual plants or specimens which do not specifically impede safe visibility may conform to the other applicable standards of these specifications provided in the Celebration Landscaping Architectural guidelines. Trees near light poles shall be maintained as they grow to avoid impeding safe light levels, to the greatest extent possible.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- Pruning of all landscaping shall comply with the proper techniques based on the type of plant material. But in all cases, ensuring safe visibility shall be the prevailing objective.  
Prune and maintain all-natural vegetation back five (5) feet or more from edge of turf, sidewalks, fence lines and parking areas.



## Celebration Residential Owners Association (CROA)

Please sign acknowledging. Signature: \_\_\_\_\_



- Where natural wooded areas adjoin the finished turf areas and landscape beds, a buffer zone of at least three (2) feet shall be maintained with herbicide and or mechanical means.

Please sign acknowledging. Signature: \_\_\_\_\_



### TURF MAINTENANCE

- Appropriately sized equipment shall mean the use of 22" – 32" commercial push mower for areas within all fenced yards and for all turf areas which are less than (4') four feet in width. This requirement will be strictly enforced.

Please sign acknowledging. Signature: \_\_\_\_\_



### BAHIA, ST. AUGUSTINE & ZOYSIA TURF

- Mowing of all Bahia, St. Augustine and Zoysia turf areas shall be performed on a weekly basis during the normal growing season (March through October). During the months of November through February 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 always promote healthy and continued growth as well as proper appearance.
- Zoysia grass should be mowed with a walk- behind- mower with a bag to collect clippings which is better and actually quicker in the small spaces than a rider.

Please sign acknowledging. Signature: \_\_\_\_\_



### BERMUDA TURF

- Bermuda turf shall be cut two (2) times per week during the months of March through October and one (1) time per week November through February unless abnormal conditions arise. The turf shall be mowed at a frequency to always promote healthy and continued growth as well as proper appearance.

Please sign acknowledging. Signature: \_\_\_\_\_



- REEL mowers MUST be used to maintain Bermuda Turf. Any exceptions to this requirement must have prior approval if the CROA Representative.

Please sign acknowledging. Signature: \_\_\_\_\_




- Mowing patterns shall be varied to minimize wear areas from tires and slippage.
- Mowing height shall be based on season and what is horticulturally correct for turf type and location. Please see chart below.

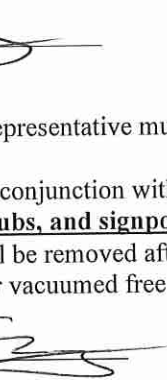


# Celebration Residential Owners Association (CROA)

Turf Type	Height (inches)	Frequency (per year)	Mower Type
Bahia grass	3.0 - 4.0	42	Rotary
Bermuda grass	0.5 - 1.5	88	Reel
St. Augustine grass	2.5 - 4.0	42	Rotary
Zoysia grass	1.5 - 2.5	42	Rotary


Please sign acknowledging, Signature: 

- If a change in height of cut is considered, the CROA Representative must approve such change, in writing, prior to any height adjustment.
- 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, and signposts due to the use of line trimmers is not acceptable**
- 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.


Please sign acknowledging, Signature: 

## 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, parking lot islands or residential yards by the mowers.

Please sign acknowledging, Signature: 

- In areas with parking lots associated with the landscape maintenance, leaves and debris are to be either raked or removed with a vacuum. **Leaves are not to be blown into landscape beds or down storm drains.** If the condition of turf declines due to failure to remove accumulated leaves in a timely manner, the Contractor is responsible for replacing **the turf**.
- Leaves are to be blown away from the structure of the homes and not blown towards the homes causing buildup in the hedges, landscaping beds or on porches.

Please sign acknowledging, Signature: 

## LEAVES -SEASONAL

- The months of **December through April** leaves, acorns and debris must be removed from all landscape beds, turf, and hardscape at all Service Areas on Friday and Tuesday basis each week. The curbs and streets adjacent to each location are included as part of this scope. Removal by vacuum is preferred however, raking, blowing and manual removal will be allowed. No Leaves are to be left in landscaping beds, turf, sidewalks, and roads.

Please sign acknowledging, Signature: 

## EDGING

- All necessary edging operations shall be performed routinely to trim the turf and maintain a well-groomed appearance for all






## Celebration Residential Owners Association (CROA)

sidewalks, curbs, plant beds, drainage structures, irrigation valve boxes, splice boxes, gate valve boxes, water meter boxes, and other such interfaces between turf and different surfaces.

- Bed lines shall be edged to conform to their original design intent, with adjustments being made periodically for the plant growth.
- Edging shall occur in conjunction with each mowing cycle. Grass runners shall not exceed one inch in length along sidewalks, curbs, pavements, planting beds, and other such edges.
- Upon completion of edging operations, the turf edge shall be neat, clean, and approximately 1/2 inch from the edge of any pavement, with a minimum depth of 2 inches.
- All paved areas and mulched beds shall be free of dirt, clippings, and debris after work is completed.

Please sign acknowledging. Signature: 


### DISEASE AND PEST CONTROL

- All turf varieties shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists. Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.
- Fertilizers and chemicals should be kept off walls of homes to avoid stains


Please sign acknowledging. Signature: 

### WEED CONTROL

- 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 (90%) weed free turf shall be expected.

Please sign acknowledging. Signature: 

- 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.
- If the use of chemicals is not working in landscaping beds, it will be required to hand pull weeds as needed.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: 


### FERTILIZATION – TURF

- A soil fertility and pH test shall be performed by the Contractor twice a year January and June from several representative areas in the turf and landscape beds at all locations to help determine the analysis of the product to use in the fertilizer application programs. Copies of these test results must be provided to CROA, with tested locations each time they are




## Celebration Residential Owners Association (CROA)

performed.

Please sign acknowledging. Signature: 

### ST. AUGUSTINE & ZOYSIA

- There should be a minimum of four (4) applications of a complete, acid-forming turf fertilizer applied to Zoysia and St. Augustine turf per year.
- February (After February 15th): (Zoysia and St. Augustine) A standard non-burning complete turf fertilizer containing a minimum of 30% to 40% of the Nitrogen in a controlled release form such as sulfur coated, or polymer coated sulfur coated urea. There should be a minimum of 4% Iron, 6% sulfur, and 2% each of Magnesium and Manganese. A lesser amount of Iron will be acceptable if it is in a chelated form. The fertilizer shall be applied at 1 pound of actual Nitrogen per 1000 Square feet of turf.
- May: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- August: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- October: (St. Augustine) Analysis should be determined by soil test results and recommendations.
- November: (Zoysia) Analysis should be determined by soil test results and recommendations.
- If these recommendations fail to keep the turf a consistent acceptable green color, a soil test should be performed, and the fertilizer blend adjusted accordingly. If the fertilizer does not keep the turf an acceptable green color between applications during the growing season, it may be necessary to provide an extra application of Nitrogen and/ or Iron to provide suitable color and may be requested by the owner. This will not be considered an extra to the contract.
- All turf fertilizers should be watered immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Contractor will also be responsible for sweeping or blowing fertilizer off all walkways, parking lots, roadways, and any affected paved area such as residents' porches. Special attention should be taken to ensure that fertilizer does not enter any stormwater retention or drainage feature.

Please sign acknowledging. Signature: 

### BAHIA TURF

- There should be two applications of complete commercial turf fertilizer to Bahia grass areas per year.
- March: A standard, non-burning complete turf fertilizer such as 16-0-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product)
- September: 9-2-24 with 6% iron, 8 to 10% Sulfur, and 2% each of Magnesium and Manganese at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product) This will help with winter cold tolerance.
- If yellowing occurs in between fertilizer applications, a liquid application of 12-0-0 with iron at the label rate, or another chelated iron source should be applied.
- All chemical applications shall be performed by trained, licensed operators in accordance with applicable local, state, and federal regulations, safety standards, and the manufacturer's instructions.
- All fertilizer shall be thoroughly watered in after application.

Please sign acknowledging. Signature: 

### BERMUDA TURF - HIGH" DEMAND MAINTENANCE SCHEDULE



## Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
1	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
2	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
2	0-0-50 Potassium Sulfate	150Lbs/ Acre
2	Pre-Emergent	Per label rate full coverage
3	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
3	Round-up clay areas and fence lines	
3	Weed control post-emergent	Per label rate full coverage
4	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
4	Round-up clay areas and fence lines	2% Solution
4	Deep Tine Aerify	
4	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
4	Verti-cut	3/4"deep with 2" spacing
4	Chelated Iron 12-0-0	
5	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
5	Round-up clay areas and fence lines	2% Solution



## Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
6	0-0-50 Potassium Sulfate	150lbs/Acre
6	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
6	Aerate 3/4" coring tines 3"-4" deep	
6	Weed control post-emergent	Per label rate full coverage
6	Round-up clay areas and fence lines	2% Solution
6	Heritage Application	Per label rate full coverage
7	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
7	Round-up clay areas and fence lines	2% Solution
8	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
8	Round-up clay areas and fence lines	
8	Pre-M	Per label rate full coverage
8	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
9	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
9	0-0-50 Potassium Sulfate	150Lbs/ Acre
9	Round-up clay areas and fence lines	2% Solution
9	Aerate 3/4" coring tines 3"-4" deep	
9	Weed control post-emergent	Per label rate full coverage
10	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
10	Round-up clay areas and fence lines	2% Solution
11	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	Round-up clay areas and fence lines	2% Solution
12	Deep Tine Aerify	

Please sign acknowledging. Signature: \_\_\_\_\_



# Celebration Residential Owners Association (CROA)

## GROUND COVER AND SHRUB MAINTENANCE

### SHRUBS

(Indian Hawthorn, Holly, Viburnum, Boxwood, and similar woody ornamentals)

- These shrubs shall be pruned only as necessary to maintain their natural habit and growth at specified heights, to remove excessive growth, and to maintain a natural, informal appearance. Individual plants shall be allowed to grow together into one mass, never shaped as individual plants.
- As the shrubs mature, individual plants should not be apparent; plants shall be allowed to grow together in a “soft”, informal, and un-sheared mass.
- At no time shall any shrubs be allowed to impede safe visibility for pedestrians and vehicles.
- Maintain most shrubs in pedestrian and parking areas for safety and visibility, usually about 36" +/-, but always as dictated by the circumstances in any specific location. Where larger shrubs are used for screening of specific features, their ultimate heights shall be dictated by the purpose for which they have been used in the plan, and they shall be allowed to reach the effective height and density necessary to serve that purpose. In no instance, however, shall any shrub be allowed to obstruct visibility for traffic and pedestrian safety.
- Use hand clippers to remove odd, long, or undesirable branches, keeping the shape natural and uniform. Do not prune masses into geometric forms by hard shearing.
- Per Celebration ARC guidelines, Hedges must be trimmed below the windowsills and below decorative trim along the top of the walls; Exceptions might include garage windows which are too close to the ground.
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12”.

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### HERBACEOUS "GRASSY" SPECIES

(Society Garlic, Lily-of-the-Nile, Liriope, and similar species)

- These groundcovers shall be allowed to grow to their natural height and width; pruning is not necessary. Cultivate to achieve dense mass; maintain separation between groundcover and adjacent plant materials.
- Spent flower heads shall be removed regularly, as required for best appearance.
- If more than 50% of a plant is frost damaged, cut back to remove all dead or damaged foliage after last frost.
- Contee palms, Agapanthus, Liriope, Iris, and other plants that are chosen for the display of their leaves should be thinned to remove excessive growth that encroaches over onto walkways or out of their place in the landscape design and never edged or sheared
- Contractors must not trim buds before they have had a chance to bloom.

Please sign acknowledging. Signature: \_\_\_\_\_

### WOODYGROUNDCOVERS

(Parson's Juniper, Blue Pacific Juniper, Lantana, and similar species)

- These groundcovers shall be allowed to grow together to form full, natural, informal masses, maintaining separation between adjacent plant materials.
- Prune to maintain height at 18" to 24" or as otherwise appropriate for the species, and to prevent masses from overgrowing curbs, sidewalks, and bed edges. Do not allow masses to become overgrown, requiring extensive pruning.
- Depending on degree of possible cold damage, cut back as required after last frost to achieve intended growth.



## Celebration Residential Owners Association (CROA)

- Do not prune masses into geometric forms by hard shearing.
- Where plants are adjacent to curbs, sidewalks and bed edges, prune edge of mass back in a natural, informal shape; do not shear vertically.
- Contractors must not trim buds before they have had a chance to bloom.

Please sign acknowledging. Signature: \_\_\_\_\_

### GROUNDCOVERS

(Dwarf Confederate Jasmine, English Ivy, and similar species)

- Cultivate vining groundcovers to achieve dense, entwined masses; maintain separation between groundcover and adjacent plant materials, by edging and/ or pruning.
- Some species, such as Dwarf Confederate Jasmine, once grown in to full and dense coverage (which may take 2 or 3 years for some species), may be trimmed at a height of 6" periodically to maintain a dense and consistent level of coverage.
- Do not shear masses vertically where adjacent to curbs, bed edges, drainage structures, valve boxes, meter boxes, and other such interfaces. Prune exposed edge of mass back at a maximum 45-degree angle from horizontal, in a natural, informal shape.

Please sign acknowledging. Signature: \_\_\_\_\_

### ACCENT PLANTS

(African Iris, and similar species used as accents)

- Accent plants should only be trimmed as necessary to remove excessive growth, and shoots, while maintaining a natural, informal appearance. As the plant matures, the plants shall be maintained at the intended height of the accent feature, not allowed to become overgrown or invasive.
- Use hand clippers to remove odd, long, or undesirable shoots, and to remove outer pups or shoots from overgrown clumps, keeping the shape natural, loose, and uniform. Do not shear.
- Accent plants that are damaged by the frost shall have all the damaged foliage removed and in such cases the damage affects the entire plant, it shall be cut back to the ground after the last frost.

Please sign acknowledging. Signature: \_\_\_\_\_

### ORNAMENTAL GRASSES

(Cordgrass, Muhly Grass, Fountain Grass, and similar species)

- Ornamental grasses shall be maintained at their natural height and width.
- To achieve best form and appearance, loose, brown, and dead foliage shall be removed the months of February through March prior to new spring growth. Sever pruning to the ground is not an acceptable practice and as a result will require replacement at the Contractors expense upon discovery.

Please sign acknowledging. Signature: \_\_\_\_\_

### PRUNING OF GROUND COVER AND SHRUBS


- Plant materials and tree limbs must be kept trimmed away from multi-modal transportation paths and sidewalks and at no time should be allowed to encroach on these areas.
- Special attention to areas around landscape lighting fixtures shall be given not only to promote lighting effect, but the protection



## Celebration Residential Owners Association (CROA)


of fixtures themselves from damage.

- Shrubs located under windows should be trimmed to the bottom of the window ledge leaving the window trim detail visible.
- All shrubs around the AC units/ equipment should be trimmed to screen the unit without impeding the use. Shrubs along privacy fences should be maintained to the bottom of the top rail leaving the top rail visible. Shrubs along a picket fence should be maintained to the top rail of the fence leaving the top picket details visible.
- Contractors must not trim buds before they have had a chance to bloom.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12”.
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- A Hard pruning of Ligustrums and Burberry trees will be necessary to be kept below 10’ and also a hard pruning of camellia bushes.

Please sign acknowledging. Signature: 

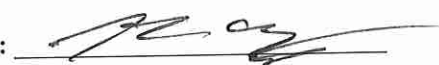
### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- When five (5%) of any individual plant material shows signs of disease, curative action must be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Non-targeted plant material damaged because of improper chemical applications must be replaced upon discovery at the Contractors expense.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: 

### FERTILIZATION OF GROUNDCOVER AND SHRUBS

- Shrubs and groundcovers shall be fertilized four (4) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. This shall be applied in March, May, July, and October at ½ cup per small shrub, 1 cup per large shrub, or 15 to 30 pounds per 1000 square feet of plant bed, depending on the spacing, type of plants, and product used. Fertilizer shall be broadcast evenly over the entire root zone, and care shall be taken to avoid accumulation of fertilizer granules on leaves, crowns, etc.
- The fertilizers should be watered in immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Special attention should be taken to prevent any fertilizer from being blown, swept, or otherwise ending up in any parking lot or roadway storm drain. Any fertilizer that ends up upon any non- target area or hard surface shall be removed and applied to a target area.

Please sign acknowledging. Signature: 



## Celebration Residential Owners Association (CROA)

### TREE MAINTENANCE

#### CRAPE MYRTLES

- Crape Myrtles shall be maintained with an open, natural crown. The natural branching structure shall be maintained, light pruning only to promote healthy, natural development form, size, and width.
- As trees mature, a clear trunk height of 8.5' minimum shall be maintained.
- Canopies shall in no case be allowed to deter safety and visibility in traffic situations.
- Light pruning should be performed to remove seed pods as they form to promote re-flowering. Contractor should remove most remaining seed pods in Fall/Winter, where overall height allows this to be done safely. No branches larger than 1/2" in diameter, or more than 24" of the current year's growth shall be removed.
- Topping, heading cuts or trimming back to knobs is not permitted. Proper reduction cuts may be made in some instances with the approval from the CROA Representative.
- All Branches shall be pruned that impede pedestrian walkways and all alleyways.
- Pruning shall be completed twice a year, once in the Fall/ Winter and once late spring.

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#### PALMS

- Palms shall be pruned once the fronds have dropped to an 8:00 o'clock to 4:00 o'clock angle. The Contractor shall remove the fronds to a maximum 10:00 o'clock to 2:00 o'clock angle and all seed and emerging seed pods will be removed. Pruning of palms shall occur minimum of (3) times per year between the months of March through October.
- All Phoenix species will be pruned to a maximum 9:00 o'clock to 3:00 o'clock angle.
- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

Please sign acknowledging. Signature: \_\_\_\_\_

#### LIGUSTRUM TREES

- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

Please sign acknowledging. Signature: \_\_\_\_\_

#### NELLIE STEVENS HOLLY AND RELATED SPECIES

- These trees shall be maintained to have thick and dense foliage. They should only be pruned to promote health, and natural development form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.

Please sign acknowledging. Signature: \_\_\_\_\_





## Celebration Residential Owners Association (CROA)

### LIVE OAK AND RELATED SPECIES

- Live Oaks and related species are to be maintained to have thick dense foliage. They should only be pruned to promote healthy and natural development form. Pruning shall be kept at a minimum.
- As trees mature, only remove necessary lower branches to maintain the natural normal form of the tree, and to allow for necessary maintenance.
- The tree shall have 2/3 canopy and 1/3 clear trunk.
- All limbs that are pruned back to the main trunk or central leader shall be cut at the collar, but not damaging the collar.

Please sign acknowledging. Signature: \_\_\_\_\_

### MAGNOLIAS

- Magnolias shall be maintained to have thick and dense foliage. They should only be pruned to promote health and natural form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.
- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood. To encourage full and dense foliage, **prune lightly in the fall** or early spring (**before the spring flush**), by removing 6" to 10" of foliage in appropriate areas and trimming leggy branches, to promote natural shape and form. **The central leader shall not be removed.**
- Branches shall be maintained away from structures and maintained to not extend into alleyways, sidewalks and pedestrian areas.

Please sign acknowledging. Signature: \_\_\_\_\_

### ALL TREE SPECIES

- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood, or to provide visibility. Contractor shall be responsible for pruning up to the first fifteen (15) feet of trees as needed to maintain a natural and healthy appearance. All Trees should maintain a (5) feet clearance from any structure or townhome/residence.
- All broken limbs or debris resulting from winds, storms; or other causes shall be removed promptly, or immediately if impeding safety.
- Pruning cuts shall be clean and smooth with no rough or torn bark or wood remaining.
- 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 and will require replacement at the Contractors expense upon discovery.
- Pruning of all trees needs to be maintained year-round to specifications.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Areas treated shall have

Please sign acknowledging. Signature: \_\_\_\_\_

### FERTILIZATION OF TREES

- Proper fertilization for the varied trees shall be performed three (3) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. Fertilizer shall be broadcast evenly over the entire root zone out to the drip line. Applications shall be at the labeled rate on the bag, and applied in March, June, and September.
- Palms shall be fertilized three (3) to four (4) times per year with a fertilizer with an analysis of 8-2-12 plus 4% Magnesium (Mg.) and 2% Manganese (MN) and 0.10% to 0.15% Iron (Fe), Zinc (Zn), Boron (B), and Copper (Cu). One hundred percent (100%) of the Nitrogen (N), Potassium (K), and Magnesium (Mg.) should be in controlled release form, while all the micronutrients except Iron (Fe) should be in Sulfate form. Two percent (2%) Iron (Fe) from Iron Sulfate can substitute for 0.15% Iron (Fe) from chelated forms. (EDTA, DTPA, etc.). This product is to be applied at the rate of 1.5 pounds per 100 square feet of palm canopy or bed area, or 15 pounds per 1000 square feet.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

### FLOWER BED MAINTENANCE

- Annual flower beds shall be maintained in a fashion to allow for a full, colorful appearance always throughout the year. Beds shall be kept free of spent flowers, weeds, and debris.
- Shrubs and turf surrounding annual beds must be trimmed to keep them from encroaching on the annual flowers and reducing the bed size. The original size of the beds and the annual flower count as described must remain the same.
- 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 appearance.


Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)


### WEED CONTROL

Beds are to be kept free of weeds, landscape debris and trash. Hand weeding shall be done as necessary. The use of pre-emergent and selective herbicides is required for all Annual Flower beds.

Please sign acknowledging. Signature: 

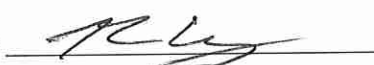
### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: 

### PESTICIDE USE SPECIFICATIONS

- Contractor shall have extensive knowledge and experience developing and implementing Integrated Pest Management Programs (IP: tvf) and shall develop, implement, and adjust an IPM program for all sites included in this contract.
- All pesticide applications are to be made by or under the supervision of a person or persons with appropriate valid licenses, permits or certificates issued pursuant to all applicable Federal, State, or local laws or regulations. Said person or company is to be currently registered to conduct a pest control business in the State of Florida and the County of Osceola.
- Pesticide applications are to be made in strict compliance with the product label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency.
- Within thirty days of the award of contract, and/ or prior to the actual start of work, Contractor shall supply to the CROA Representative a list of all chemicals proposed to be used in the fulfillment of said contract. No "generic" chemicals shall be allowed for substitution purposes, unless approved by the CROA Representative.
- The most current specimen labels and Safety Data Sheets for all listed chemicals shall be supplied at this time and Copies of both the P.C.A. recommendations and applicable Pest Control Advisor and Qualified Applicator Licenses or Qualified Applicator Certificates, shall be submitted. All above-mentioned items shall be resubmitted in January of each year the Contract is in effect.
- CROA shall be notified in writing of any changes or deviations from the above list. Application of deviated materials shall not be made prior to approval by the CROA Representative.
- A five-working day notice in writing shall be given to CROA prior to any pesticide application so the notice can be communicated to the residents in advance. Notice shall include name of chemical, area to be treated, rate of chemical, method of application, date and time of day application is to be performed. CROA must give written consent prior to application of any Category I, or restricted use, pesticide.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets

Please sign acknowledging. Signature: 



## Celebration Residential Owners Association (CROA)

### REFUSE CONTROL

- Areas within the project limits shall be kept free of litter and refuse (trash, cans, paper, bottles, cigarette butts, etc. and accumulations of leaves, dirt, and branches) always.
- Policing and litter pickup shall occur as often as necessary to ensure a clean, litter-free appearance.

Please sign acknowledging. Signature: \_\_\_\_\_

### REPLACEMENT OF PLANTS TO MAINTAIN DESIGN INTENT

- No changes or additions of plant materials, and no changes or additions to the design or layout of the landscaping shall be made without review and approval of CROA.
- Any tree, palm, shrub, or groundcover plantings which die, or which are damaged or decline to the extent of affecting the overall appearance of the project, shall be replaced promptly with the same species in a size which reasonably matches the plant it is replacing, to preserve the design intent and appearance of the landscaping.
- Any tree or plant which is abusively pruned in noncompliance with these specifications shall be replaced by the same species in a size which reasonably matches the plant it's replacing.
- **The Contractor shall be responsible for the full cost of such replacements where required due to incorrect maintenance (abusive pruning, fertilizer burn, etc.) or to inadequate maintenance (disease, pests, fungus, irrigation negligence, etc.). The Service Area/CROA shall be responsible for the full cost of such replacements only due to damaging acts by others, acts of God, and/ or other circumstances not attributable to actions or inactions of the Contractor.**
- If the plan included annuals or perennials, replacements shall be made on a seasonal basis, or whenever required, to maintain an acceptable year-round effect. Conversion of bedding plant areas to other landscape plants shall be subject to review and approval by CROA.

Please sign acknowledging. Signature: \_\_\_\_\_

### PLANT GUARANTEE AND/OR REPLACEMENT POLICY

- Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.
- All replacement plants shall be inspected and approved by CROA prior to installation. All landscape improvements or repairs shall conform to the Celebration Residential Owners Association, Inc. Landscape Specifications and Details.
- The Contractor must assume the maintenance responsibility and warrant future landscape improvements, new installation and refurbishment of existing landscape as specified within this scope.
- The Contractor and the CROA Representative will conduct an inspection of said landscape prior to final acceptance by CROA.
- Contractor shall submit an inspection report to the CROA Representative within 3 days following the inspection which must list all concerns and recommendation to correct. If said inspection report is not submitted as required, Contractor must accept and assume the plant replacement warranty for the remainder of the contract term without consideration of compensation.
- Any issues discovered during the inspection process will be corrected based on plant health.


Please sign acknowledging. Signature: \_\_\_\_\_



# Celebration Residential Owners Association (CROA)


## MULCHING

- All plant beds and tree rings shall be maintained with an adequate and neat layer of Cocoa Brown Hardwood Mulch or Pine Straw if approved by ARC and shall not exceed 3" in depth. **Mulching shall occur twice per year during the months of April and September/ First week of October depending on the request of the individual service area.**
- **(ALL Service Area Mulch must be installed by April 15th and October 1<sup>st</sup>).**
- Contractor will replenish mulch where disturbed due to mowing operations such as edge of landscape beds and tree rings. This shall have performed at no additional cost to CROA.
- Care should be taken during mulching to not cover landscape lighting, valves, junction boxes or other structures and components.
- Care shall be taken to avoid piling mulch around the plant crowns or trunks.

Please sign acknowledging. Signature: 

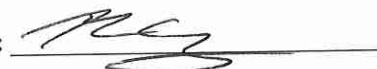
## IRRIGATION SYSTEMS

- The Irrigation Contractor / Technician(s) shall be Rain Bird Maxicom Certified and must submit proof of a minimum of 3 years' experience with Irrigation installation and maintenance including ESP-LXD Series Two-Wire Decoder Controllers, flow meter, rain gauge, soil moisture sensors and a good understanding of Evapotranspiration and the ability to utilize such knowledge for the benefit of a healthy landscape.
- Irrigation systems and components shall be monitored to ensure that proper coverage is always achieved. Contractor shall provide one dedicated and certified Irrigation Technician for every 300 zones.

Please sign acknowledging. Signature:  N/A

## IRRIGATION REPAIRS

- The Contractor shall be responsible for repair of all site irrigation beginning with the customer service valve; downstream from the water meter, all pressure main lines, or any equipment in line (flow meters, master valves, etc.), through lateral lines and sprinkler heads; including all irrigation controllers, weather stations, rain gauges, control, and communication wiring, wireless and air cards. Contractor shall notify CROA Representative of any main line failure within two (2) hours of occurrence.
- **The CROA Representative shall approve all repairs in advance. The Contractor shall notify the CROA Representative once repairs are completed and prior to back filling any repairs to allow for inspection. Once inspected, the CROA Representative will notify the Contractor to backfill the repair. If the open repair presents a hazard to the public the repair shall be back filled as authorized by the CROA Representative. Photographs of the repairs shall be submitted.**
- **Damage to irrigation systems caused by the Contractor shall be the responsibility of the Contractor to repair within 48 hours of occurrence, self-discovery, or notification by CROA.**
- All replacement parts and materials are to be same type and model as original installation unless a substitute is approved by CROA representative. Failure to do so shall result in a deduction from monthly payments. In addition, a performance deficiency notice shall be issued to the Contractor.


Please sign acknowledging. Signature: 



## Celebration Residential Owners Association (CROA)

### IRRIGATION SCHEDULING AND WATER MANAGEMENT

- Contractor shall be responsible for the programming and monitoring of irrigation controllers that are part of the Rain Bird centralized systems and any future cloud-based smart irrigation control systems. The Contractor shall be responsible for programming all standalone irrigation controllers.
- For changes to irrigations schedules controlled by the Central Irrigation Computers (Ivfaxicom) and any future cloud-based smart irrigation control systems the Contractor shall submit proposed irrigation schedules or a request to change a. schedule to the CROA Representative and the Celebration Community Development District Representative, two (2) days in advance of the needed change. The CROA Representative, using information provided by the Contractor, shall ensure the schedules are updated by the CCDD by the date requested.
- The Contractor shall perform inspections and repairs of all irrigation systems within contracted sites on the following schedule:

Please sign acknowledging. Signature: 

### Service Areas Inspection/Reports

- Irrigation inspection reports are to be completed One (1) time per month October - February & two (2) times month March – September. Detailed inspection report must be emailed to the CROA representative on the date that the inspection is completed.
- All inspections shall be included in the calendar work schedule submitted monthly.
- The Contractor shall be responsible for programming each non-centralized irrigation controller to run only on assigned watering days as required by the Enterprise Community Development District (ECDD). Failure to do so shall result in a penalty of \$100 per occurrence per irrigation controller for those observed to not be programed as required.
- CROA shall have final determination as to the appropriate programming of the Irrigation Controllers. Upon discovery, the Contractor shall immediately report any irrigation system malfunctions, vandalism or damage to the CROA representative. The Contractor shall be responsible for necessary repairs to irrigation controllers.
- The CROA Representative shall inspect and confirm any proposed repairs to irrigation controllers prior to commencement.
- The Contractor shall furnish CROA with copies of all invoicing and associated inspection report, with location, pricing and quantities listed, for all irrigation system repairs. Invoice and inspection reports must indicate the exact location of the repairs, the controller and valve number to be considered for payment.

### IRRIGATION SPECIAL PROVISIONS - WATER MANAGEMENT

- Contractor shall keep all controllers in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance.
- Contractor shall keep all controller enclosures in good working order. This includes cleaning door panels, vacuuming interiors, pest prevention-eradication, lubrication of hinges, locks, etc. Contractor is responsible for always securing the controller cabinet door.
- Contractor shall adjust all aspect of the irrigation systems to:
  - Provide optimum coverage of all landscaped areas.
  - Prevent or minimize runoff and/ or erosion.
  - Prevent or minimize water on roadways.
  - Match precipitation rates of all nozzles/heads.
  - Prevent, eliminate and/ or limit hazardous conditions.
  - Prevent "flood irrigation"; over irrigating one area to account for coverage deficiency in another area.



## Celebration Residential Owners Association (CROA)

- All system malfunctions, damage, and obstructions shall be recorded, and timely corrective action taken in addition to specified routine irrigation system testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported; daily, if needed.
- Contractor shall correct deficient irrigation systems and equipment as necessary following notification from the CROA Representative.
- Contractor shall notify the CROA Representative immediately any time an irrigation system is shut down for any reason.
- The Contractor shall have full responsibility to ensure watering requirements are met within each CROA site. Contractor's forces shall be capable of performing repairs, installations, and modifications of existing irrigation systems to adequately irrigate all landscaped areas.
- The Contractor must ensure that sprinkler heads are in good operational order, filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, nozzle and filter replacements shall be considered as included in the contract price and no additional compensation shall be allowed.
- All electrically operated valves shall close completely at the conclusion of the station-watering program. As needed, valves shall be cleaned, repaired and/ or replaced promptly to restore proper operation. As part of the base bid, valve boxes shall be kept clean of sand, debris, and silt to a depth of 2" below the bottom of the valve.

Please sign acknowledging. Signature: \_\_\_\_\_

### MATERIALS

- All replacement materials shall be original types and model materials unless a substitute is approved by the CROA Representative. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems. Contractor shall implement repairs in accordance with all warranties.
- Cost of materials invoiced to CROA, if not listed on the unit price sheet, shall be the Contractor's actual cost plus a maximum 15% markup. Labor shall be considered as included in total contract price and no additional compensation shall be allowed. All parts and material invoices must include a copy of the irrigation inspection report specific to each project category location.
- The cost of all replacement materials will be broken down and given in the contract that is submitted in the price of the proposal and shall remain the price given during the contract period.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### DISASTER/ EMERGENCY PLAN

- When a Hurricane Warning has been issued for the Central Florida area, the Contractor must turn off all irrigation systems immediately as directed by the CROA Representative. This is to include weekends and holidays. Once the Hurricane threat has passed, the Contractor shall ensure all irrigation systems are fully operational within 48 hours as directed by the CROA Representative.
- In the event of a declared emergency or disaster, Contractor shall provide debris removal services. Prior to mobilization for debris removal activities, Contractor shall provide CROA, in writing, hourly rates for personnel and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. (Contracted hourly rates will be included during the RFP process and effective during the contract period).
- Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- Disaster Recovery Assistance Services shall not exceed seventy (70) hours for each declared emergency/ disaster.
- Contractor shall maintain and supply CROA all the necessary and adequate documentation on all emergency/ disaster-related services to support reimbursement by other local, state, or federal agencies. (Including before and after pictures).
- CROA reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. CROA will not be held responsible for any loss incurred by Contractor because of CROA's election to terminate these activities pursuant to this paragraph.
- Once declared by the county that it is no longer under a hurricane, tropical storm and tornado warning, contractor must communicate with the CROA representative of when work will commence. Any fallen trees/debris that are causing a safety hazard or obstruction must be removed immediately.

Please sign acknowledging. Signature: \_\_\_\_\_

### INSURANCE; INDEMNIFICATION

- Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:
- Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and
- Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.
- All such insurance required shall be in companies and on forms acceptable to CROA and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to CROA. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to CROA. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.





## Celebration Residential Owners Association (CROA)

- Contractor shall defend (if requested by CROA), indemnify and hold CROA and its officers, directors, agents, employees and assigns harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement; or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

Please sign acknowledging. Signature: [Signature]

### COURTYARDS

- Some Townhomes in the Service Areas have maintenance that includes all the gated courtyards “unless the homeowner has requested, or the gated area is locked”. Many homeowners have installed pavers in most of the yard but any landscape in the ground must be maintained per this scope
- It is of importance that the landscaping crews close all gates once they have completed all service in the courtyards, ensure that the gate has securely latched.

Please sign acknowledging. Signature: [Signature]

### HOMEOWNER REQUESTS/INSTRUCTIONS

- Owners may ask for special care at their properties. We generally ask that any requests go through the Service Area Committee or the CROA office so there is maintenance consistency. CROA staff will confirm any requests or concerns for alternate maintenance of a unit.

Please sign acknowledging. Signature: [Signature]

I BRYAN CAUSK Have read the scope of work in its entirety and acknowledge and understand the guidelines and specifications that are required.

Signature [Signature]

Date 11/15/2022



# Celebration Residential Owners Association (CROA)

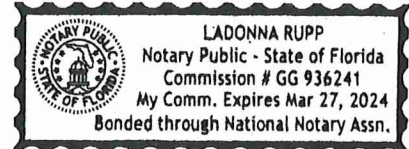
## CONTRACTOR'S AFFIDAVIT

State of Florida  
County of Osceola

Before me personally appeared Brian Causey who (title) is GM of (the company described herein) being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by CROA deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known or Produced Identification Florida Driver License

Sworn to and subscribed before me this 16 day of November, 2022



[Signature]  
NOTARY PUBLIC - STATE of FLORIDA  
(Signature of Notary Public)

Ladonna Rupp  
(Print Name of Notary Public)

*This document must be completed and returned with your Submittal*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Southern Insurance Group, Inc.</b> 1230 Oakley Seaver Drive, Suite 200 Clermont, FL 34711 License #: A133350	CONTACT NAME: <b>Cooper Johnson</b>	FAX (A/C, No): <b>(352)243-7000</b>	
	PHONE (A/C, No, Ext): <b>(352)243-9000</b>	E-MAIL ADDRESS: <b>cooper@insurewithsouthern.com</b>	
INSURED <b>JRSR LLC</b> DBA Exquisite Lawn Care 6905 Greengrove Blvd Clermont, FL 34714-8364	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Auto Owners Insurance</b>	<b>10190</b>	
	INSURER B: <b>Auto Owners Insurance</b>	<b>18988</b>	
	INSURER C:		
	INSURER D:		
	INSURER E:		

## COVERAGES

CERTIFICATE NUMBER: 80262724-781993

REVISION NUMBER: 32

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			<b>72234538</b>	<b>02/27/2022</b>	<b>02/27/2023</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> Hired/Non-Owned \$ <b>1,000,000</b>
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			<b>5164137900</b>	<b>04/26/2022</b>	<b>04/26/2023</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Celebration Residential Owners Associations</b> <b>C/O Grand Manors</b> <b>P.O. Box 803555</b> <b>Dallas, TX 75380</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

(CWJ)

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## BID RESPONSE FORM

Company Name: JRSR LLC DBA Exquisite Lawn Care Contact: Brian Causey  
 Email: brian@exquisitelawncare.com Phone: 407 719 5944

I Brian Causey, on behalf of Exquisite Lawn Care, submit the following bids as indicated below:

Please provide a bid price for the following items:

- Total price per calendar year of contracted services
- Pricing Worksheet (example attached)

**NOTE(S):**

When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in CROA's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.


All price information to be used in the RFP evaluation must be on this proposal form.

CROA reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

*"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully regarding all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with CROA in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor, and service necessary to complete the work covered by the RFP and Contract Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.*

*Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP."*

Executed by:

Brian Causey	General Manager		11/15/2022
Agent Name	Title	Signature	Date

***This document must be completed and returned with your Submittal***

# SAVANNAH SQUARE TOWNHOMES

Vendor	Annual cost Bid
Benchmark Landscaping	\$40,785.00
Greenleaf Landscaping	\$0.00
Prince & Sons Inc.	\$17,499.00
Ground Guys Landscaping	\$49,494.00
TRIMAC Outdoor	\$20,094.00
Action Environmental Services Florida	\$31,410.00
Exquisite Lawncare	\$18,890.00
Exquisite Lawncare Option #2	\$27,877.00

Current Contract  
**\$24,276**

Total Sqft \_\_\_\_\_

# Action Item – Consent Agenda A5

## South Village Landscaping Contract

## Action Item – Consent Agenda A5

<b>Motion Subject:</b>	New Landscaping contract for South Village Townhomes
<b>Funding Source:</b>	South Village Townhomes -Service Area Operations Budget
<b>Budgeted Amount:</b>	2023-\$52,900.00 Annually/ Monthly \$4,408.33
<b>Bids Received:</b>	Benchmark Landscaping \$42,682.00 Prince and Sons \$46,352.00 Ground Guys Landscaping \$ Trimac Outdoor \$44,075.00 Action Environmental Services \$45,862.00 Exquisite Lawncare \$ 48,930.00 Annually/ Monthly \$4,077.50
<b>Rationale:</b>	Management reached out to the Service Area Committee, and we are still awaiting a response to the meeting with the finalists who were interested in Trimac, Prince and Sons, and Exquisite Lawncare. We are past the deadline for a decision.
<b>Management Recommendation:</b>	Management recommends that Exquisite Lawncare is awarded the landscaping contract for South Village Townhomes as we know of the work and customer service they provide.
<b>Motion on Agenda:</b>	Motion to approve New Landscaping contract for South Village Townhomes with Exquisite Landscaping in the amount of \$4,077.50- Service Area Operating Fund





*Celebration Residential Owners Association, Inc. (CROA)*



**Celebration Residential  
Owners Association**  
Landscaping Scope of work Service Areas  
**EXHIBIT A**

Issued by:

**CELEBRATION RESIDENTIAL OWNERS' ASSOCIATION, INC. (CROA)  
BOARD OF DIRECTORS**

851 Celebration Avenue  
Celebration, FL 34747  
CELEBRATION.FL.US  
407-566-1200

**Date Issued: November 3<sup>rd</sup>, 2022**



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*Celebration Residential Owners Association, Inc. (CROA)*

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CONFIDENTIAL

Scope of work consists of complete landscape, turf, irrigation, and specialty maintenance of residential service areas within



## Celebration Residential Owners Association, Inc. (CROA)

Celebration. The work consists of turf maintenance, weeding and edging of ground cover, preventing, and controlling weeds in turf, planters, and hardscape areas, trimming of shrubs, application of pesticides, hardscape areas, litter collection and disposal. A separate document will be attached with the replacement price of materials and labor. The CROA representative that is stated in the below document consists of GrandManors or Management company's Service Area Manager, Service Area Administrative Assistant, Community Manager, Operations Manager and or any other employee of GrandManors or Management company.

**Please sign to acknowledge that you have read item and understand each item in its entirety.**

- CROA reserves the right to award contracts for all work which requires a separate bid process based upon the nature of the work and its anticipated costs.

Please sign acknowledging. Signature: \_\_\_\_\_

- Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of all turf, plant material, beds, planters, hardscape, and irrigation systems. A report listing all items which do not meet the specifications of this Scope of work must be submitted to the CROA Service Area Representative of GrandManors.

— Please sign acknowledging. Signature: \_\_\_\_\_

- Deficiencies noted within the report will be reviewed by the CROA Representative for verification and actions required. Upon approval by the CROA Representative, either the deficiencies will be corrected or documented to not become the responsibility of the Contractor to address without additional compensation.

Please sign acknowledging. Signature: \_\_\_\_\_

- After the thirty (30) day audit period has expired and for the duration of the contract, Contractor shall assume responsibility for all unreported maintenance deficiencies, including materials and labor.

Please sign acknowledging. Signature: \_\_\_\_\_

### WORK SCHEDULE

- The Contractor shall accomplish all normal work required under this contract between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday, excluding holidays. The CROA Representative may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions shall be commenced before 8:00 a.m. and after 7:00 p.m. Work will be scheduled so that it will not disrupt the functions and normal day-to-day operations of the parks and the areas located within them. No work will be performed on weekends without prior written approval of the CROA Representative.

Please sign acknowledging. Signature: \_\_\_\_\_

- The Contractor shall provide the CROA Representative with a monthly calendar of work schedules 5 days prior to the 1st day of each month. Schedules must include the name of the Supervisor(s) who will oversee the work performed, and the telephone number(s) by which to contact him/her.

Please sign acknowledging. Signature: \_\_\_\_\_

- The work schedules must reflect adequate time for completion of all routine work activities on a daily, weekly,



## Celebration Residential Owners Association, Inc. (CROA)

and monthly basis, as well as seasonal work activities on an annual basis which comply with the specification requirements indicated throughout this document. **The schedule shall also indicate any special work assignments i.e., pesticide application, tree trimming, plant / turf replacement, mulching, etc.**

Please sign acknowledging. Signature: [Signature]

- Failure to submit schedules within the time frame specified shall result in a penalty of \$100 per occurrence, per schedule for each calendar day until schedules are received.

Please sign acknowledging. Signature: [Signature]

Contractor shall complete all work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor and approved by the CROA Representative. **All scheduled work NOT completed during the week scheduled shall be reported to the CROA Representative in writing by 4:00 PM Friday of the same week.**

Please sign acknowledging. Signature: [Signature]

### TERM OF CONTRACT

- The term of this Agreement shall be January 1, 2023, through December 31, 2026, with the option to renew for two (2) additional one (1) year periods. The prices proposed by the Contractor shall remain fixed and firm for the duration of the Agreement.

Please sign acknowledging. Signature: [Signature]

- Prior to each renewal period, Contractor will be evaluated based on their performance.

Please sign acknowledging. Signature: [Signature]

- 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 landscaping systems as outlined within this scope.

Please sign acknowledging. Signature: [Signature]

- The following specifications are set as the minimums to achieve the desired healthy and attractive landscaping within the community. **“Please find the landscaping guidelines attached”.**

Please sign acknowledging. Signature: [Signature]

## OPERATIONS AND COMMUNICATIONS



**SITE CLEANLINESS AND CONDITION**

- 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.
- Cleanup of trash and debris shall be performed on all workdays throughout the year.

Please sign acknowledging. Signature: [Signature]

**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.

Please sign acknowledging. Signature: [Signature]

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

Please sign acknowledging. Signature: [Signature]

**MEETINGS**

- **The Contractor shall meet with the CROA Representative on a weekly basis.** Such meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving such issues, review of schedule and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the CROA Representative or the Contractor. **The CROA Representative shall provide the location, date, and time of meeting.**

Please sign acknowledging. Signature: [Signature]

- Contractor shall provide a representative to attend the monthly meeting of the CROA Board of Directors meetings and shall be able to respond to any questions the Board may have as to the day-to-day activities at the project site pursuant to this scope of work.

Please sign acknowledging. Signature: [Signature]

**QUALITY CONTROL**



## Celebration Residential Owners Association, Inc. (CROA)

- The CROA Representative, or his designated representative, shall be the sole judge as to the adequacy and quality of maintenance. To ensure consistent quality of the work being performed, the **CROA Representative may inspect all areas covered by this contract while or after work is scheduled to be performed.** Any deficiencies shall be recorded and submitted to the Contractor for review and corrective action. Within the three (3) workdays, the CROA Representative shall re-inspect the deficient area and any deficiencies not corrected shall result in the value of the work deducted from the monthly payment to the Contractor. The bid prices quoted by the Contractor unit pricing and/ or Extra Work Pricing Sheets shall be used to determine the dollar value of any deficiencies.

Please sign acknowledging. Signature: \_\_\_\_\_

- Within three (3) workdays (72 hours) after being notified by the CROA Representative in writing of defective or unacceptable work, should the Contractor fail to correct such work, CROA may authorize the unacceptable or defective work to be corrected. If CROA corrects the work, CROA shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work including an administration fee per occurrence. If the corrective work cannot reasonably be completed within such three (3) day period, and the Contractor had begun corrective work, and CROA reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, CROA agrees to allow Contractor to complete correction of the defective or unacceptable work beyond the three days.
- As this scope of work is for residential properties, it is required that more attention to detail will be given to each service area.
- The Contractor will make weekly in-person visual reviews of the entire site with focus on current conditions and the Contractor's performance. The Contractor will make any needed repairs and immediately.

Please sign acknowledging. Signature \_\_\_\_\_

### REPORTS

- A weekly maintenance report shall be generated by the Contractor and submitted via email to the CROA representative outlining potential problem areas and the contractor's proposed corrective action, upcoming work approval requests, coordination, scheduling, etc. **These will be due each Friday by 9:00 AM, so the service area manager can send the report to the community by end of day each Friday.**
- The contractor shall address and respond to all Celeservice postings, as submitted by residents and staff during daily work hours, provide updates utilizing the Celeservice App.

Please sign acknowledging. Signature \_\_\_\_\_

### SUBCONTRACTING

- The Contractor may subcontract certain procedures or operations only with the written approval of CROA. Proof of proper licensing and insurance must be provided to CROA prior to final approval. The Contractor is held responsible for any work performed by any subcontractor engaged.

Please sign acknowledging. Signature \_\_\_\_\_

### WORKFORCE




## Celebration Residential Owners Association, Inc. (CROA)


- The Contractor employees shall be dressed in a uniform fashion with company identification. Vehicles as well should be clearly identified. A professional appearance should be maintained.

Please sign acknowledging. Signature: 

- Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors always.

Please sign acknowledging. Signature: 

- 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 CROA hereby acknowledges that the Contractor only employs individuals who are legally authorized to work in the United States the Contractor employ individuals who are not legally authorized to work in the United States, it is understood that CROA 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.

Please sign acknowledging. Signature: 


### KEYS/ACCESS CARDS

- CROA will issue such keys and access cards as necessary for access to the work area. Contractor must assume full responsibility for theft or loss of said keys and cards and must pay for re-keying ALL locks operated by these keys or the replacement cost for access cards. Keys must not be duplicated.

Please sign acknowledging. Signature: 

### LOST&FOUND

- The contractor must ensure that articles found by its employees and/ or sub-contractors are returned to the CROA Representative or Town Hall upon discovery.

Please sign acknowledging. Signature: 

### PARKING

- Contractors' 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.

Please sign acknowledging. Signature: 

### SUPERVISION





## Celebration Residential Owners Association (CROA)

- The Contractor shall provide supervision of all maintenance and or repair work being performed during the time of service” no exceptions”. Supervisors shall be able to communicate problems to the CROA Representative at any time and shall be always easily accessible to the Representative by cell phone. CROA shall be notified of any change in supervisory personnel.

Please sign acknowledging. Signature: \_\_\_\_\_

- A monthly walk through with the CROA Representative and contractor shall be performed to cover work being accomplished, special needs or concerns, and other related information. If needed, additional supervision or a change of supervisory personnel will be requested should contract performance fall below the acceptable standard.

Please sign acknowledging. Signature: \_\_\_\_\_

### ADDITIONAL WORK

- From time-to-time additional work may be requested of the Contractor by the CROA Representative. A cost estimate, schedule, and other determining information may be required before approval of work is granted. Each situation will be considered on a case-by-case basis. All additional work shall be completed according to approved schedule.

Please sign acknowledging. Signature: \_\_\_\_\_

### CHANGES

- It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications, or as amended by the CROA Representative. 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 CROA Representative. CROA does reserve the right to deny 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.

Please sign acknowledging. Signature: \_\_\_\_\_

### SATISFACTORY PERFORMANCE

- It is estimated that the frequency and guidelines set forth in this scope 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.
- 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 may be replaced at the CROA Representatives direction at no additional cost to the Contractor. Any reported damage should be reported to the CROA Representative in the weekly report.
- Any damage to walls, landscape, lighting, fencing, resident belongings, or hardscape features by the Contractor shall be repaired by the appropriate tradesmen initiated though the CROA Representative so all warranties remain effective. All billing for said repairs will be directed to the Contractor responsible for said area and cost of repairs.



## Celebration Residential Owners Association (CROA)

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- The Contractor will be graded on a scale from 1-3 where 0 is "Unacceptable" and 3 is "Excellent". If the Contractor scores below a two on a weekly audit, they have three business days to fix the unacceptable item. If the contractor scores an overall two or lower three times during the contract, an action plan of correction will be required and could lead to cancelation of contract. "Please find the inspection form utilized attached".

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

### MAINTENANCE FOR VISIBILITY AND SAFETY

- All landscaping shall be maintained in a manner that allows clear passage of vehicles in all roadways and pedestrians along sidewalks and designated pathways, provides open visibility where necessary for safety, and does not obstruct lighting or signage.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- Clear visibility in both daytime and nighttime is of the utmost importance for parking areas, driveways, and at intersections of all types.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- Trees and shrubs shall not be allowed to grow into or over sidewalks, cart paths, public or private streets, driveways, alleyways, or parking areas in any way that conflicts with the safe passage of pedestrians and vehicles.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- A minimum of ten (10) feet vertical clearance shall be maintained. This shall be increased to fifteen (15) feet on all streets where necessary for the passage of taller vehicles, such as vans, buses, emergency vehicles or trucks-in areas which must be accessed by such vehicles.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- In general, hedges and shrub masses shall be maintained at a maximum height of three (3) feet in all areas where views must be maintained for safety of vehicular and pedestrian traffic Contractor must visually inspect the site (doing so on a routine basis) to determine whether safe visibility requires maintenance at a lower height, in any given situation.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- Individual plants or specimens which do not specifically impede safe visibility may conform to the other applicable standards of these specifications provided in the Celebration Landscaping Architectural guidelines. Trees near light poles shall be maintained as they grow to avoid impeding safe light levels, to the greatest extent possible.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- Pruning of all landscaping shall comply with the proper techniques based on the type of plant material. But in all cases, ensuring safe visibility shall be the prevailing objective.  
Prune and maintain all-natural vegetation back five (5) feet or more from edge of turf, sidewalks, fence lines and parking areas.



## Celebration Residential Owners Association (CROA)

Please sign acknowledging. Signature: \_\_\_\_\_

- Where natural wooded areas adjoin the finished turf areas and landscape beds, a buffer zone of at least three (2) feet shall be maintained with herbicide and or mechanical means.

Please sign acknowledging. Signature: \_\_\_\_\_

### TURF MAINTENANCE

- Appropriately sized equipment shall mean the use of 22" – 32" commercial push mower for areas within all fenced yards and for all turf areas which are less than (4') four feet in width. This requirement will be strictly enforced.

Please sign acknowledging. Signature: \_\_\_\_\_

### BAHIA, ST. AUGUSTINE & ZOYSIA TURF

- Mowing of all Bahia, St. Augustine and Zoysia turf areas shall be performed on a weekly basis during the normal growing season (March through October). During the months of November through February 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 always promote healthy and continued growth as well as proper appearance.
- Zoysia grass should be mowed with a walk- behind- mower with a bag to collect clippings which is better and actually quicker in the small spaces than a rider.

Please sign acknowledging. Signature: \_\_\_\_\_

### BERMUDA TURF

- Bermuda turf shall be cut two (2) times per week during the months of March through October and one (1) time per week November through February unless abnormal conditions arise. The turf shall be mowed at a frequency to always promote healthy and continued growth as well as proper appearance.

Please sign acknowledging. Signature: \_\_\_\_\_

- REEL mowers MUST be used to maintain Bermuda Turf. Any exceptions to this requirement must have prior approval if the CROA Representative.


Please sign acknowledging. Signature: \_\_\_\_\_

- Mowing patterns shall be varied to minimize wear areas from tires and slippage.
- Mowing height shall be based on season and what is horticulturally correct for turf type and location. Please see chart below.

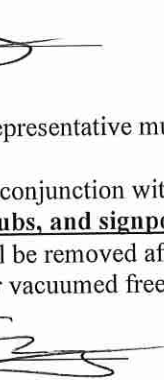


# Celebration Residential Owners Association (CROA)

Turf Type	Height (inches)	Frequency (per year)	Mower Type
Bahia grass	3.0 - 4.0	42	Rotary
Bermuda grass	0.5 - 1.5	88	Reel
St. Augustine grass	2.5 - 4.0	42	Rotary
Zoysia grass	1.5 - 2.5	42	Rotary


Please sign acknowledging, Signature: 

- If a change in height of cut is considered, the CROA Representative must approve such change, in writing, prior to any height adjustment.
- 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, and signposts due to the use of line trimmers is not acceptable**
- 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.


Please sign acknowledging, Signature: 

## 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, parking lot islands or residential yards by the mowers.

Please sign acknowledging, Signature: 

- In areas with parking lots associated with the landscape maintenance, leaves and debris are to be either raked or removed with a vacuum. **Leaves are not to be blown into landscape beds or down storm drains.** If the condition of turf declines due to failure to remove accumulated leaves in a timely manner, the Contractor is responsible for replacing **the turf**.
- Leaves are to be blown away from the structure of the homes and not blown towards the homes causing buildup in the hedges, landscaping beds or on porches.

Please sign acknowledging, Signature: 

## LEAVES -SEASONAL

- The months of **December through April** leaves, acorns and debris must be removed from all landscape beds, turf, and hardscape at all Service Areas on Friday and Tuesday basis each week. The curbs and streets adjacent to each location are included as part of this scope. Removal by vacuum is preferred however, raking, blowing and manual removal will be allowed. No Leaves are to be left in landscaping beds, turf, sidewalks, and roads.

Please sign acknowledging, Signature: 

## EDGING


- All necessary edging operations shall be performed routinely to trim the turf and maintain a well-groomed appearance for all



## Celebration Residential Owners Association (CROA)

sidewalks, curbs, plant beds, drainage structures, irrigation valve boxes, splice boxes, gate valve boxes, water meter boxes, and other such interfaces between turf and different surfaces.

- Bed lines shall be edged to conform to their original design intent, with adjustments being made periodically for the plant growth.
- Edging shall occur in conjunction with each mowing cycle. Grass runners shall not exceed one inch in length along sidewalks, curbs, pavements, planting beds, and other such edges.
- Upon completion of edging operations, the turf edge shall be neat, clean, and approximately 1/2 inch from the edge of any pavement, with a minimum depth of 2 inches.
- All paved areas and mulched beds shall be free of dirt, clippings, and debris after work is completed.

Please sign acknowledging. Signature: 


### DISEASE AND PEST CONTROL

- All turf varieties shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists. Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.
- Fertilizers and chemicals should be kept off walls of homes to avoid stains


Please sign acknowledging. Signature: 

### WEED CONTROL

- 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 (90%) weed free turf shall be expected.

Please sign acknowledging. Signature: 

- 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.
- If the use of chemicals is not working in landscaping beds, it will be required to hand pull weeds as needed.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: 


### FERTILIZATION – TURF

- A soil fertility and pH test shall be performed by the Contractor twice a year January and June from several representative areas in the turf and landscape beds at all locations to help determine the analysis of the product to use in the fertilizer application programs. Copies of these test results must be provided to CROA, with tested locations each time they are




## Celebration Residential Owners Association (CROA)

performed.

Please sign acknowledging. Signature: 

### ST. AUGUSTINE & ZOYSIA

- There should be a minimum of four (4) applications of a complete, acid-forming turf fertilizer applied to Zoysia and St. Augustine turf per year.
- February (After February 15th): (Zoysia and St. Augustine) A standard non-burning complete turf fertilizer containing a minimum of 30% to 40% of the Nitrogen in a controlled release form such as sulfur coated, or polymer coated sulfur coated urea. There should be a minimum of 4% Iron, 6% sulfur, and 2% each of Magnesium and Manganese. A lesser amount of Iron will be acceptable if it is in a chelated form. The fertilizer shall be applied at 1 pound of actual Nitrogen per 1000 Square feet of turf.
- May: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- August: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- October: (St. Augustine) Analysis should be determined by soil test results and recommendations.
- November: (Zoysia) Analysis should be determined by soil test results and recommendations.
- If these recommendations fail to keep the turf a consistent acceptable green color, a soil test should be performed, and the fertilizer blend adjusted accordingly. If the fertilizer does not keep the turf an acceptable green color between applications during the growing season, it may be necessary to provide an extra application of Nitrogen and/ or Iron to provide suitable color and may be requested by the owner. This will not be considered an extra to the contract.
- All turf fertilizers should be watered immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Contractor will also be responsible for sweeping or blowing fertilizer off all walkways, parking lots, roadways, and any affected paved area such as residents' porches. Special attention should be taken to ensure that fertilizer does not enter any stormwater retention or drainage feature.

Please sign acknowledging. Signature: 

### BAHIA TURF

- There should be two applications of complete commercial turf fertilizer to Bahia grass areas per year.
- March: A standard, non-burning complete turf fertilizer such as 16-0-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product)
- September: 9-2-24 with 6% iron, 8 to 10% Sulfur, and 2% each of Magnesium and Manganese at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product) This will help with winter cold tolerance.
- If yellowing occurs in between fertilizer applications, a liquid application of 12-0-0 with iron at the label rate, or another chelated iron source should be applied.
- All chemical applications shall be performed by trained, licensed operators in accordance with applicable local, state, and federal regulations, safety standards, and the manufacturer's instructions.
- All fertilizer shall be thoroughly watered in after application.

Please sign acknowledging. Signature: 

### BERMUDA TURF - HIGH" DEMAND MAINTENANCE SCHEDULE



## Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
1	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
2	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
2	0-0-50 Potassium Sulfate	150Lbs/ Acre
2	Pre-Emergent	Per label rate full coverage
3	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
3	Round-up clay areas and fence lines	
3	Weed control post-emergent	Per label rate full coverage
4	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
4	Round-up clay areas and fence lines	2% Solution
4	Deep Tine Aerify	
4	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
4	Verti-cut	3/4"deep with 2" spacing
4	Chelated Iron 12-0-0	
5	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
5	Round-up clay areas and fence lines	2% Solution



## Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
6	0-0-50 Potassium Sulfate	150lbs/Acre
6	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
6	Aerate 3/4" coring tines 3"-4" deep	
6	Weed control post-emergent	Per label rate full coverage
6	Round-up clay areas and fence lines	2% Solution
6	Heritage Application	Per label rate full coverage
7	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
7	Round-up clay areas and fence lines	2% Solution
8	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
8	Round-up clay areas and fence lines	
8	Pre-M	Per label rate full coverage
8	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
9	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
9	0-0-50 Potassium Sulfate	150Lbs/ Acre
9	Round-up clay areas and fence lines	2% Solution
9	Aerate 3/4" coring tines 3"-4" deep	
9	Weed control post-emergent	Per label rate full coverage
10	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
10	Round-up clay areas and fence lines	2% Solution
11	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	Round-up clay areas and fence lines	2% Solution
12	Deep Tine Aerify	

Please sign acknowledging. Signature: \_\_\_\_\_





## Celebration Residential Owners Association (CROA)

### GROUND COVER AND SHRUB MAINTENANCE

#### SHRUBS

(Indian Hawthorn, Holly, Viburnum, Boxwood, and similar woody ornamentals)

- These shrubs shall be pruned only as necessary to maintain their natural habit and growth at specified heights, to remove excessive growth, and to maintain a natural, informal appearance. Individual plants shall be allowed to grow together into one mass, never shaped as individual plants.
- As the shrubs mature, individual plants should not be apparent; plants shall be allowed to grow together in a “soft”, informal, and un-sheared mass.
- At no time shall any shrubs be allowed to impede safe visibility for pedestrians and vehicles.
- Maintain most shrubs in pedestrian and parking areas for safety and visibility, usually about 36" +/-, but always as dictated by the circumstances in any specific location. Where larger shrubs are used for screening of specific features, their ultimate heights shall be dictated by the purpose for which they have been used in the plan, and they shall be allowed to reach the effective height and density necessary to serve that purpose. In no instance, however, shall any shrub be allowed to obstruct visibility for traffic and pedestrian safety.
- Use hand clippers to remove odd, long, or undesirable branches, keeping the shape natural and uniform. Do not prune masses into geometric forms by hard shearing.
- Per Celebration ARC guidelines, Hedges must be trimmed below the windowsills and below decorative trim along the top of the walls; Exceptions might include garage windows which are too close to the ground.
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12”.

Please sign acknowledging. Signature: \_\_\_\_\_

#### HERBACEOUS "GRASSY" SPECIES

(Society Garlic, Lily-of-the-Nile, Liriope, and similar species)

- These groundcovers shall be allowed to grow to their natural height and width; pruning is not necessary. Cultivate to achieve dense mass; maintain separation between groundcover and adjacent plant materials.
- Spent flower heads shall be removed regularly, as required for best appearance.
- If more than 50% of a plant is frost damaged, cut back to remove all dead or damaged foliage after last frost.
- Contee palms, Agapanthus, Liriope, Iris, and other plants that are chosen for the display of their leaves should be thinned to remove excessive growth that encroaches over onto walkways or out of their place in the landscape design and never edged or sheared
- Contractors must not trim buds before they have had a chance to bloom.

Please sign acknowledging. Signature: \_\_\_\_\_

#### WOODYGROUNDCOVERS

(Parson's Juniper, Blue Pacific Juniper, Lantana, and similar species)

- These groundcovers shall be allowed to grow together to form full, natural, informal masses, maintaining separation between adjacent plant materials.
- Prune to maintain height at 18" to 24" or as otherwise appropriate for the species, and to prevent masses from overgrowing curbs, sidewalks, and bed edges. Do not allow masses to become overgrown, requiring extensive pruning.
- Depending on degree of possible cold damage, cut back as required after last frost to achieve intended growth.



## Celebration Residential Owners Association (CROA)


- Do not prune masses into geometric forms by hard shearing.
- Where plants are adjacent to curbs, sidewalks and bed edges, prune edge of mass back in a natural, informal shape; do not shear vertically.
- Contractors must not trim buds before they have had a chance to bloom.

Please sign acknowledging. Signature: 

### GROUNDCOVERS

(Dwarf Confederate Jasmine, English Ivy, and similar species)


- Cultivate vining groundcovers to achieve dense, entwined masses; maintain separation between groundcover and adjacent plant materials, by edging and/ or pruning.
- Some species, such as Dwarf Confederate Jasmine, once grown in to full and dense coverage (which may take 2 or 3 years for some species), may be trimmed at a height of 6" periodically to maintain a dense and consistent level of coverage.
- Do not shear masses vertically where adjacent to curbs, bed edges, drainage structures, valve boxes, meter boxes, and other such interfaces. Prune exposed edge of mass back at a maximum 45-degree angle from horizontal, in a natural, informal shape.

Please sign acknowledging. Signature: 

### ACCENT PLANTS

(African Iris, and similar species used as accents)


- Accent plants should only be trimmed as necessary to remove excessive growth, and shoots, while maintaining a natural, informal appearance. As the plant matures, the plants shall be maintained at the intended height of the accent feature, not allowed to become overgrown or invasive.
- Use hand clippers to remove odd, long, or undesirable shoots, and to remove outer pups or shoots from overgrown clumps, keeping the shape natural, loose, and uniform. Do not shear.
- Accent plants that are damaged by the frost shall have all the damaged foliage removed and in such cases the damage affects the entire plant, it shall be cut back to the ground after the last frost.

Please sign acknowledging. Signature: 

### ORNAMENTAL GRASSES

(Cordgrass, Muhly Grass, Fountain Grass, and similar species)

- Ornamental grasses shall be maintained at their natural height and width.
- To achieve best form and appearance, loose, brown, and dead foliage shall be removed the months of February through March prior to new spring growth. Sever pruning to the ground is not an acceptable practice and as a result will require replacement at the Contractors expense upon discovery.

Please sign acknowledging. Signature: 

### PRUNING OF GROUND COVER AND SHRUBS


- Plant materials and tree limbs must be kept trimmed away from multi-modal transportation paths and sidewalks and at no time should be allowed to encroach on these areas.
- Special attention to areas around landscape lighting fixtures shall be given not only to promote lighting effect, but the protection



## Celebration Residential Owners Association (CROA)


of fixtures themselves from damage.

- Shrubs located under windows should be trimmed to the bottom of the window ledge leaving the window trim detail visible.
- All shrubs around the AC units/ equipment should be trimmed to screen the unit without impeding the use. Shrubs along privacy fences should be maintained to the bottom of the top rail leaving the top rail visible. Shrubs along a picket fence should be maintained to the top rail of the fence leaving the top picket details visible.
- Contractors must not trim buds before they have had a chance to bloom.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12”.
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- A Hard pruning of Ligustrums and Burberry trees will be necessary to be kept below 10’ and also a hard pruning of camellia bushes.

Please sign acknowledging. Signature: 

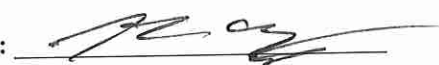
### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- When five (5%) of any individual plant material shows signs of disease, curative action must be taken. Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Non-targeted plant material damaged because of improper chemical applications must be replaced upon discovery at the Contractors expense.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: 

### FERTILIZATION OF GROUND COVER AND SHRUBS

- Shrubs and groundcovers shall be fertilized four (4) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. This shall be applied in March, May, July, and October at ½ cup per small shrub, 1 cup per large shrub, or 15 to 30 pounds per 1000 square feet of plant bed, depending on the spacing, type of plants, and product used. Fertilizer shall be broadcast evenly over the entire root zone, and care shall be taken to avoid accumulation of fertilizer granules on leaves, crowns, etc.
- The fertilizers should be watered in immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Special attention should be taken to prevent any fertilizer from being blown, swept, or otherwise ending up in any parking lot or roadway storm drain. Any fertilizer that ends up upon any non-target area or hard surface shall be removed and applied to a target area.

Please sign acknowledging. Signature: 




# Celebration Residential Owners Association (CROA)

## TREE MAINTENANCE


### CRAPE MYRTLES

- Crape Myrtles shall be maintained with an open, natural crown. The natural branching structure shall be maintained, light pruning only to promote healthy, natural development form, size, and width.
- As trees mature, a clear trunk height of 8.5' minimum shall be maintained.
- Canopies shall in no case be allowed to deter safety and visibility in traffic situations.
- Light pruning should be performed to remove seed pods as they form to promote re-flowering. Contractor should remove most remaining seed pods in Fall/Winter, where overall height allows this to be done safely. No branches larger than 1/2" in diameter, or more than 24" of the current year's growth shall be removed.
- Topping, heading cuts or trimming back to knobs is not permitted. Proper reduction cuts may be made in some instances with the approval from the CROA Representative.
- All Branches shall be pruned that impede pedestrian walkways and all alleyways.
- Pruning shall be completed twice a year, once in the Fall/ Winter and once late spring.

Please sign acknowledging. Signature: 


### PALMS

- Palms shall be pruned once the fronds have dropped to an 8:00 o'clock to 4:00 o'clock angle. The Contractor shall remove the fronds to a maximum 10:00 o'clock to 2:00 o'clock angle and all seed and emerging seed pods will be removed. Pruning of palms shall occur minimum of (3) times per year between the months of March through October.
- All Phoenix species will be pruned to a maximum 9:00 o'clock to 3:00 o'clock angle.
- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

Please sign acknowledging. Signature: 


### LIGUSTRUM TREES

- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

Please sign acknowledging. Signature: 

### NELLIE STEVENS HOLLY AND RELATED SPECIES

- These trees shall be maintained to have thick and dense foliage. They should only be pruned to promote health, and natural development form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.

Please sign acknowledging. Signature: 



## Celebration Residential Owners Association (CROA)

### LIVE OAK AND RELATED SPECIES

- Live Oaks and related species are to be maintained to have thick dense foliage. They should only be pruned to promote healthy and natural development form. Pruning shall be kept at a minimum.
- As trees mature, only remove necessary lower branches to maintain the natural normal form of the tree, and to allow for necessary maintenance.
- The tree shall have 2/3 canopy and 1/3 clear trunk.
- All limbs that are pruned back to the main trunk or central leader shall be cut at the collar, but not damaging the collar.

Please sign acknowledging. Signature: \_\_\_\_\_

### MAGNOLIAS

- Magnolias shall be maintained to have thick and dense foliage. They should only be pruned to promote health and natural form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.
- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood. To encourage full and dense foliage, **prune lightly in the fall** or early spring (**before the spring flush**), by removing 6" to 10" of foliage in appropriate areas and trimming leggy branches, to promote natural shape and form. **The central leader shall not be removed.**
- Branches shall be maintained away from structures and maintained to not extend into alleyways, sidewalks and pedestrian areas.

Please sign acknowledging. Signature: \_\_\_\_\_

### ALL TREE SPECIES

- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood, or to provide visibility. Contractor shall be responsible for pruning up to the first fifteen (15) feet of trees as needed to maintain a natural and healthy appearance. All Trees should maintain a (5) feet clearance from any structure or townhome/residence.
- All broken limbs or debris resulting from winds, storms; or other causes shall be removed promptly, or immediately if impeding safety.
- Pruning cuts shall be clean and smooth with no rough or torn bark or wood remaining.
- 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 and will require replacement at the Contractors expense upon discovery.
- Pruning of all trees needs to be maintained year-round to specifications.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Areas treated shall have

Please sign acknowledging. Signature: \_\_\_\_\_

### FERTILIZATION OF TREES

- Proper fertilization for the varied trees shall be performed three (3) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. Fertilizer shall be broadcast evenly over the entire root zone out to the drip line. Applications shall be at the labeled rate on the bag, and applied in March, June, and September.
- Palms shall be fertilized three (3) to four (4) times per year with a fertilizer with an analysis of 8-2-12 plus 4% Magnesium (Mg.) and 2% Manganese (MN) and 0.10% to 0.15% Iron (Fe), Zinc (Zn), Boron (B), and Copper (Cu). One hundred percent (100%) of the Nitrogen (N), Potassium (K), and Magnesium (Mg.) should be in controlled release form, while all the micronutrients except Iron (Fe) should be in Sulfate form. Two percent (2%) Iron (Fe) from Iron Sulfate can substitute for 0.15% Iron (Fe) from chelated forms. (EDTA, DTPA, etc.). This product is to be applied at the rate of 1.5 pounds per 100 square feet of palm canopy or bed area, or 15 pounds per 1000 square feet.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

### FLOWER BED MAINTENANCE

- Annual flower beds shall be maintained in a fashion to allow for a full, colorful appearance always throughout the year. Beds shall be kept free of spent flowers, weeds, and debris.
- Shrubs and turf surrounding annual beds must be trimmed to keep them from encroaching on the annual flowers and reducing the bed size. The original size of the beds and the annual flower count as described must remain the same.
- 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 appearance.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### WEED CONTROL

Beds are to be kept free of weeds, landscape debris and trash. Hand weeding shall be done as necessary. The use of pre-emergent and selective herbicides is required for all Annual Flower beds.

Please sign acknowledging. Signature: \_\_\_\_\_

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

### PESTICIDE USE SPECIFICATIONS

- Contractor shall have extensive knowledge and experience developing and implementing Integrated Pest Management Programs (IP: tvf) and shall develop, implement, and adjust an IPM program for all sites included in this contract.
- All pesticide applications are to be made by or under the supervision of a person or persons with appropriate valid licenses, permits or certificates issued pursuant to all applicable Federal, State, or local laws or regulations. Said person or company is to be currently registered to conduct a pest control business in the State of Florida and the County of Osceola.
- Pesticide applications are to be made in strict compliance with the product label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency.
- Within thirty days of the award of contract, and/ or prior to the actual start of work, Contractor shall supply to the CROA Representative a list of all chemicals proposed to be used in the fulfillment of said contract. No "generic" chemicals shall be allowed for substitution purposes, unless approved by the CROA Representative.
- The most current specimen labels and Safety Data Sheets for all listed chemicals shall be supplied at this time and Copies of both the P.C.A. recommendations and applicable Pest Control Advisor and Qualified Applicator Licenses or Qualified Applicator Certificates, shall be submitted. All above-mentioned items shall be resubmitted in January of each year the Contract is in effect.
- CROA shall be notified in writing of any changes or deviations from the above list. Application of deviated materials shall not be made prior to approval by the CROA Representative.
- A five-working day notice in writing shall be given to CROA prior to any pesticide application so the notice can be communicated to the residents in advance. Notice shall include name of chemical, area to be treated, rate of chemical, method of application, date and time of day application is to be performed. CROA must give written consent prior to application of any Category I, or restricted use, pesticide.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### REFUSE CONTROL

- Areas within the project limits shall be kept free of litter and refuse (trash, cans, paper, bottles, cigarette butts, etc. and accumulations of leaves, dirt, and branches) always.
- Policing and litter pickup shall occur as often as necessary to ensure a clean, litter-free appearance.

Please sign acknowledging. Signature: \_\_\_\_\_

### REPLACEMENT OF PLANTS TO MAINTAIN DESIGN INTENT

- No changes or additions of plant materials, and no changes or additions to the design or layout of the landscaping shall be made without review and approval of CROA.
- Any tree, palm, shrub, or groundcover plantings which die, or which are damaged or decline to the extent of affecting the overall appearance of the project, shall be replaced promptly with the same species in a size which reasonably matches the plant it is replacing, to preserve the design intent and appearance of the landscaping.
- Any tree or plant which is abusively pruned in noncompliance with these specifications shall be replaced by the same species in a size which reasonably matches the plant it's replacing.
- **The Contractor shall be responsible for the full cost of such replacements where required due to incorrect maintenance (abusive pruning, fertilizer burn, etc.) or to inadequate maintenance (disease, pests, fungus, irrigation negligence, etc.). The Service Area/CROA shall be responsible for the full cost of such replacements only due to damaging acts by others, acts of God, and/ or other circumstances not attributable to actions or inactions of the Contractor.**
- If the plan included annuals or perennials, replacements shall be made on a seasonal basis, or whenever required, to maintain an acceptable year-round effect. Conversion of bedding plant areas to other landscape plants shall be subject to review and approval by CROA.

Please sign acknowledging. Signature: \_\_\_\_\_

### PLANT GUARANTEE AND/OR REPLACEMENT POLICY

- Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.
- All replacement plants shall be inspected and approved by CROA prior to installation. All landscape improvements or repairs shall conform to the Celebration Residential Owners Association, Inc. Landscape Specifications and Details.
- The Contractor must assume the maintenance responsibility and warrant future landscape improvements, new installation and refurbishment of existing landscape as specified within this scope.
- The Contractor and the CROA Representative will conduct an inspection of said landscape prior to final acceptance by CROA.
- Contractor shall submit an inspection report to the CROA Representative within 3 days following the inspection which must list all concerns and recommendation to correct. If said inspection report is not submitted as required, Contractor must accept and assume the plant replacement warranty for the remainder of the contract term without consideration of compensation.
- Any issues discovered during the inspection process will be corrected based on plant health.

Please sign acknowledging. Signature: \_\_\_\_\_






# Celebration Residential Owners Association (CROA)


## MULCHING

- All plant beds and tree rings shall be maintained with an adequate and neat layer of Cocoa Brown Hardwood Mulch or Pine Straw if approved by ARC and shall not exceed 3" in depth. **Mulching shall occur twice per year during the months of April and September/ First week of October depending on the request of the individual service area.**
- **(ALL Service Area Mulch must be installed by April 15th and October 1<sup>st</sup>).**
- Contractor will replenish mulch where disturbed due to mowing operations such as edge of landscape beds and tree rings. This shall have performed at no additional cost to CROA.
- Care should be taken during mulching to not cover landscape lighting, valves, junction boxes or other structures and components.
- Care shall be taken to avoid piling mulch around the plant crowns or trunks.

Please sign acknowledging. Signature: 


## IRRIGATION SYSTEMS

- The Irrigation Contractor / Technician(s) shall be Rain Bird Maxicom Certified and must submit proof of a minimum of 3 years' experience with Irrigation installation and maintenance including ESP-LXD Series Two-Wire Decoder Controllers, flow meter, rain gauge, soil moisture sensors and a good understanding of Evapotranspiration and the ability to utilize such knowledge for the benefit of a healthy landscape.
- Irrigation systems and components shall be monitored to ensure that proper coverage is always achieved. Contractor shall provide one dedicated and certified Irrigation Technician for every 300 zones.

Please sign acknowledging. Signature:  N/A

## IRRIGATION REPAIRS

- The Contractor shall be responsible for repair of all site irrigation beginning with the customer service valve; downstream from the water meter, all pressure main lines, or any equipment in line (flow meters, master valves, etc.), through lateral lines and sprinkler heads; including all irrigation controllers, weather stations, rain gauges, control, and communication wiring, wireless and air cards. Contractor shall notify CROA Representative of any main line failure within two (2) hours of occurrence.
- **The CROA Representative shall approve all repairs in advance. The Contractor shall notify the CROA Representative once repairs are completed and prior to back filling any repairs to allow for inspection. Once inspected, the CROA Representative will notify the Contractor to backfill the repair. If the open repair presents a hazard to the public the repair shall be back filled as authorized by the CROA Representative. Photographs of the repairs shall be submitted.**
- **Damage to irrigation systems caused by the Contractor shall be the responsibility of the Contractor to repair within 48 hours of occurrence, self-discovery, or notification by CROA.**
- All replacement parts and materials are to be same type and model as original installation unless a substitute is approved by CROA representative. Failure to do so shall result in a deduction from monthly payments. In addition, a performance deficiency notice shall be issued to the Contractor.


Please sign acknowledging. Signature: 



## Celebration Residential Owners Association (CROA)

### IRRIGATION SCHEDULING AND WATER MANAGEMENT

- Contractor shall be responsible for the programming and monitoring of irrigation controllers that are part of the Rain Bird centralized systems and any future cloud-based smart irrigation control systems. The Contractor shall be responsible for programming all standalone irrigation controllers.
- For changes to irrigations schedules controlled by the Central Irrigation Computers (Ivfaxicom) and any future cloud-based smart irrigation control systems the Contractor shall submit proposed irrigation schedules or a request to change a. schedule to the CROA Representative and the Celebration Community Development District Representative, two (2) days in advance of the needed change. The CROA Representative, using information provided by the Contractor, shall ensure the schedules are updated by the CCDD by the date requested.
- The Contractor shall perform inspections and repairs of all irrigation systems within contracted sites on the following schedule:

Please sign acknowledging. Signature: 

### Service Areas Inspection/Reports

- Irrigation inspection reports are to be completed One (1) time per month October - February & two (2) times month March – September. Detailed inspection report must be emailed to the CROA representative on the date that the inspection is completed.
- All inspections shall be included in the calendar work schedule submitted monthly.
- The Contractor shall be responsible for programming each non-centralized irrigation controller to run only on assigned watering days as required by the Enterprise Community Development District (ECDD). Failure to do so shall result in a penalty of \$100 per occurrence per irrigation controller for those observed to not be programed as required.
- CROA shall have final determination as to the appropriate programming of the Irrigation Controllers. Upon discovery, the Contractor shall immediately report any irrigation system malfunctions, vandalism or damage to the CROA representative. The Contractor shall be responsible for necessary repairs to irrigation controllers.
- The CROA Representative shall inspect and confirm any proposed repairs to irrigation controllers prior to commencement.
- The Contractor shall furnish CROA with copies of all invoicing and associated inspection report, with location, pricing and quantities listed, for all irrigation system repairs. Invoice and inspection reports must indicate the exact location of the repairs, the controller and valve number to be considered for payment.

### IRRIGATION SPECIAL PROVISIONS - WATER MANAGEMENT

- Contractor shall keep all controllers in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance.
- Contractor shall keep all controller enclosures in good working order. This includes cleaning door panels, vacuuming interiors, pest prevention-eradication, lubrication of hinges, locks, etc. Contractor is responsible for always securing the controller cabinet door.
- Contractor shall adjust all aspect of the irrigation systems to:
  - Provide optimum coverage of all landscaped areas.
  - Prevent or minimize runoff and/ or erosion.
  - Prevent or minimize water on roadways.
  - Match precipitation rates of all nozzles/heads.
  - Prevent, eliminate and/ or limit hazardous conditions.
  - Prevent "flood irrigation"; over irrigating one area to account for coverage deficiency in another area.



## Celebration Residential Owners Association (CROA)

- All system malfunctions, damage, and obstructions shall be recorded, and timely corrective action taken in addition to specified routine irrigation system testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported; daily, if needed.
- Contractor shall correct deficient irrigation systems and equipment as necessary following notification from the CROA Representative.
- Contractor shall notify the CROA Representative immediately any time an irrigation system is shut down for any reason.
- The Contractor shall have full responsibility to ensure watering requirements are met within each CROA site. Contractor's forces shall be capable of performing repairs, installations, and modifications of existing irrigation systems to adequately irrigate all landscaped areas.
- The Contractor must ensure that sprinkler heads are in good operational order, filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, nozzle and filter replacements shall be considered as included in the contract price and no additional compensation shall be allowed.
- All electrically operated valves shall close completely at the conclusion of the station-watering program. As needed, valves shall be cleaned, repaired and/ or replaced promptly to restore proper operation. As part of the base bid, valve boxes shall be kept clean of sand, debris, and silt to a depth of 2" below the bottom of the valve.

Please sign acknowledging. Signature: \_\_\_\_\_

### MATERIALS

- All replacement materials shall be original types and model materials unless a substitute is approved by the CROA Representative. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems. Contractor shall implement repairs in accordance with all warranties.
- Cost of materials invoiced to CROA, if not listed on the unit price sheet, shall be the Contractor's actual cost plus a maximum 15% markup. Labor shall be considered as included in total contract price and no additional compensation shall be allowed. All parts and material invoices must include a copy of the irrigation inspection report specific to each project category location.
- The cost of all replacement materials will be broken down and given in the contract that is submitted in the price of the proposal and shall remain the price given during the contract period.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### DISASTER/ EMERGENCY PLAN

- When a Hurricane Warning has been issued for the Central Florida area, the Contractor must turn off all irrigation systems immediately as directed by the CROA Representative. This is to include weekends and holidays. Once the Hurricane threat has passed, the Contractor shall ensure all irrigation systems are fully operational within 48 hours as directed by the CROA Representative.
- In the event of a declared emergency or disaster, Contractor shall provide debris removal services. Prior to mobilization for debris removal activities, Contractor shall provide CROA, in writing, hourly rates for personnel and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. (Contracted hourly rates will be included during the RFP process and effective during the contract period).
- Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- Disaster Recovery Assistance Services shall not exceed seventy (70) hours for each declared emergency/ disaster.
- Contractor shall maintain and supply CROA all the necessary and adequate documentation on all emergency/ disaster-related services to support reimbursement by other local, state, or federal agencies. (Including before and after pictures).
- CROA reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. CROA will not be held responsible for any loss incurred by Contractor because of CROA's election to terminate these activities pursuant to this paragraph.
- Once declared by the county that it is no longer under a hurricane, tropical storm and tornado warning, contractor must communicate with the CROA representative of when work will commence. Any fallen trees/debris that are causing a safety hazard or obstruction must be removed immediately.

Please sign acknowledging. Signature: \_\_\_\_\_


### INSURANCE; INDEMNIFICATION

- Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:
- Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and
- Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.
- All such insurance required shall be in companies and on forms acceptable to CROA and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to CROA. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to CROA. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.




## Celebration Residential Owners Association (CROA)

- Contractor shall defend (if requested by CROA), indemnify and hold CROA and its officers, directors, agents, employees and assigns harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement; or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

Please sign acknowledging. Signature: 


### **COURTYARDS**

- Some Townhomes in the Service Areas have maintenance that includes all the gated courtyards “unless the homeowner has requested, or the gated area is locked”. Many homeowners have installed pavers in most of the yard but any landscape in the ground must be maintained per this scope
- It is of importance that the landscaping crews close all gates once they have completed all service in the courtyards, ensure that the gate has securely latched.

Please sign acknowledging. Signature: 

### **HOMEOWNER REQUESTS/INSTRUCTIONS**

- Owners may ask for special care at their properties. We generally ask that any requests go through the Service Area Committee or the CROA office so there is maintenance consistency. CROA staff will confirm any requests or concerns for alternate maintenance of a unit.

Please sign acknowledging. Signature: 

I BRYAN CAUSK Have read the scope of work in its entirety and acknowledge and understand the guidelines and specifications that are required.

Signature 

Date 11/15/2022

EXQUISITE  
LAWN CARE  
407-719-5944

52 Riley #402  
Celebration, FL 34747  
(407) 719-5944

[brian@exquisitelawncafe.com](mailto:brian@exquisitelawncafe.com)

CROA 11/15/2022

To whom it may concern,

We are pleased to have the opportunity to bid on multiple areas for CROA. We appreciate the opportunity to provide you with information about our company, staff and experience.

We are a family-owned company, and since purchasing Exquisite Lawn Care in 2010 have continually grown the company. I have previously worked for Isleworth, Seaworld, and Universal Studios as a Horticulturist and Lead Horticulturist. I have also held the position of Account Manager with a larger commercial maintenance company. I hold a Trade Certificate with Valencia Community College in Horticulture, am a Certified Florida Friendly Landscape Professional, and also currently certified as a Horticulture Professional with the FNGLA. Most of my experience is with managing larger commercial lawn maintenance accounts and commercial landscaping projects much like the service areas.

We have extensive knowledge in Celebration covenants and requirements. We currently have a healthy mix of commercial and residential properties inside Celebration, the majority with long-standing contracts or agreements as we do not hold contracts with our single-family residence accounts, many we have had since 2010. Our staff and teams are dedicated and knowledgeable and take great pride in their work. We are consistently complimented on their friendly demeanor and polite mannerisms.

Irrigation will be handled by our company. Our irrigation team will be ready to handle any problems that arise quickly and efficiently. Pest control including fertilization will be handled by either TruGreen or Pest Patrol and overseen by their general manager and myself. Both TruGreen and Pest Patrol have been operating in Celebration for many years. Arboriculture will be handled by our team or with PTC Tree Work for larger scale pruning. We introduced PTC to Celebration back in 2010 and their reputation and workload has only grown since then. Recently, both TruGreen and PTC have been helping us turn around the many neighborhood parks in Celebration, and we look forward to continuing to improve these areas over the next 3 – 5 years.

Please feel free to contact me with any questions, comments, or concerns.

Sincerely,



Brian Causey

## BID RESPONSE FORM

Company Name: JRSR LLC DBA Exquisite Lawn Care Contact: Brian Causey  
 Email: brian@exquisitelawncare.com Phone: 407 719 5944

I Brian Causey, on behalf of Exquisite Lawn Care, submit the following bids as indicated below:

Please provide a bid price for the following items:

- Total price per calendar year of contracted services
- Pricing Worksheet (example attached)

**NOTE(S):**

When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in CROA's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.


All price information to be used in the RFP evaluation must be on this proposal form.

CROA reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

*"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully regarding all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with CROA in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor, and service necessary to complete the work covered by the RFP and Contract Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.*

*Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP."*

Executed by:

Brian Causey	General Manager		11/15/2022
Agent Name	Title	Signature	Date

***This document must be completed and returned with your Submittal***



# Celebration Residential Owners Association (CROA)

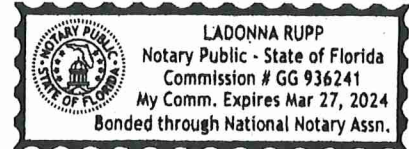
## CONTRACTOR'S AFFIDAVIT

State of Florida  
County of Osceola

Before me personally appeared Brian Causey who (title) is GM of (the company described herein) being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by CROA deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known or Produced Identification Florida Driver License

Sworn to and subscribed before me this 16 day of November, 2022



[Signature]  
NOTARY PUBLIC - STATE of FLORIDA  
(Signature of Notary Public)

Ladonna Rupp  
(Print Name of Notary Public)

*This document must be completed and returned with your Submittal*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Southern Insurance Group, Inc.</b> 1230 Oakley Seaver Drive, Suite 200 Clermont, FL 34711 License #: A133350	CONTACT NAME: <b>Cooper Johnson</b>	FAX (A/C, No): <b>(352)243-7000</b>	
	PHONE (A/C, No, Ext): <b>(352)243-9000</b>	E-MAIL ADDRESS: <b>cooper@insurewithsouthern.com</b>	
INSURED <b>JRSR LLC</b> DBA Exquisite Lawn Care 6905 Greengrove Blvd Clermont, FL 34714-8364	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Auto Owners Insurance</b>	<b>10190</b>	
	INSURER B: <b>Auto Owners Insurance</b>	<b>18988</b>	
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**

CERTIFICATE NUMBER: 80262724-781993

REVISION NUMBER: 32

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			<b>72234538</b>	<b>02/27/2022</b>	<b>02/27/2023</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>Hired/Non-Owned</b> \$ <b>1,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
<b>B</b>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			<b>5164137900</b>	<b>04/26/2022</b>	<b>04/26/2023</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

<b>Celebration Residential Owners Associations</b> C/O Grand Manors P.O. Box 803555 Dallas, TX 75380	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <b>(CWJ)</b>

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## SOUTH VILLAGE TOWNHOMES

Vendor	Annual cost Bid
Benchmark Landscaping	\$42,682.00
Greenleaf Landscaping	\$0.00
Prince & Sons Inc.	\$46,352.00
Ground Guys Landscaping	\$0.00
TRIMAC Outdoor	\$44,075.00
Action Environmental Services Florida	\$45,862.00
Exquisite Lawncare	\$48,930.00
Exquisite Lawncare Option #2	\$70,804.00
Exclusive Landscape Group	\$0.00
Total Sqft	

Current Contract

**\$39,162**

# Action Item – Consent Agenda A6

## Roseville Corner Service Area Landscaping Contract

## Action Item – Consent Agenda A6

<b>Motion Subject:</b>	New Landscaping contract for Charleston Roseville Service Area
<b>Funding Source:</b>	Roseville Corner -Service Area Operations Budget
<b>Budgeted Amount:</b>	2023 \$64,463.00
<b>Bids Received:</b>	Benchmark Landscaping \$56,978.00 Greenleaf Landscaping \$55,580.00 Prince and Sons \$58,986.00 Annually/Monthly \$4,915.50 Trimac Outdoor \$89,196.00 Action Environmental Services \$45,862.00 Exquisite Lawncare \$61,362.00
<b>Rationale:</b>	After Management contacted references and reviewed properties that Prince and Sons currently maintains, Management is confident that they would be a great fit for this community. When completing the budgets for 2023, mulch was placed separately from the monthly maintenance; all contracts include the mulch. This contract also comes in under budget for the year.
<b>Management Recommendation:</b>	Management recommends that Prince and Sons is awarded the landscaping contract for Roseville Corner.
<b>Motion on Agenda:</b>	Motion to approve New Landscaping Contract for Roseville Corner with Prince and Sons Landscaping in the amount of \$4,915.50 – Service Area Operating Fund.



*Celebration Residential Owners Association, Inc. (CROA)*



**Celebration Residential  
Owners Association**  
Landscaping Scope of work Service Areas  
**EXHIBIT A**

Issued by:

**CELEBRATION RESIDENTIAL OWNERS' ASSOCIATION, INC. (CROA)  
BOARD OF DIRECTORS**

851 Celebration Avenue  
Celebration, FL 34747  
CELEBRATION.FL.US  
407-566-1200

**Date Issued: November 3<sup>rd</sup>, 2022**



*Celebration Residential Owners Association, Inc. (CROA)*

Celebration. The work consists of turf maintenance, weeding and edging of ground cover, preventing, and controlling weeds in turf, planters, and hardscape areas, trimming of shrubs, application of pesticides, hardscape areas, litter collection and disposal. A separate document will be attached with the replacement price of materials and labor. The CROA representative that is stated in the below document consists of GrandManors or Management company's Service Area Manager, Service Area Administrative Assistant, Community Manager, Operations Manager and or any other employee of GrandManors or Management company.

**Please sign to acknowledge that you have read item and understand each item in its entirety.**

- CROA reserves the right to award contracts for all work which requires a separate bid process based upon the nature of the work and its anticipated costs.

Please sign acknowledging. Signature: Lucas Martin

- Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of all turf, plant material, beds, planters, hardscape, and irrigation systems. A report listing all items which do not meet the specifications of this Scope of work must submitted to the CROA Service Area Representative of GrandManors.

— Please sign acknowledging. Signature: Lucas Martin

- Deficiencies noted within the report will be reviewed by the CROA Representative for verification and actions required. Upon approval by the CROA Representative, either the deficiencies will be corrected or documented to not become the responsibility of the Contractor to address without additional compensation.

Please sign acknowledging. Signature: Lucas Martin

- After the thirty (30) day audit period has expired and for the duration of the contract, Contractor shall assume responsibility for all unreported maintenance deficiencies, including materials and labor.

Please sign acknowledging. Signature: Lucas Martin

**WORK SCHEDULE**

- The Contractor shall accomplish all normal work required under this contract between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday, excluding holidays. The CROA Representative may grant, on an individual basis, permission to perform contract maintenance at other hours. **No maintenance functions shall be commenced before 8:00 a.m. and after 7:00 p.m.** Work will be scheduled so that it will not disrupt the functions and normal day-to-day operations of the parks and the areas located within them. **No work will be performed on weekends without prior written approval of the CROA Representative.**

Please sign acknowledging. Signature: Lucas Martin

- **The Contractor shall provide the CROA Representative with a monthly calendar of work schedules 5 days prior to the 1st day of each month.** Schedules must include the name of the Supervisor(s) who will oversee the work performed, and the telephone number(s) by which to contact him/her.

Please sign acknowledging. Signature: Lucas Martin

- The work schedules must reflect adequate time for completion of all routine work activities on a daily, weekly,



*Celebration Residential Owners Association, Inc. (CROA)*

and monthly basis, as well as seasonal work activities on an annual basis which comply with the specification requirements indicated throughout this document. **The schedule shall also indicate any special work assignments i.e., pesticide application, tree trimming, plant / turf replacement, mulching, etc.**

Please sign acknowledging. Signature: Lucas Martin

- **Failure to submit schedules within the time frame specified shall result in a penalty of \$100 per occurrence, per schedule for each calendar day until schedules are received.**

Please sign acknowledging. Signature: Lucas Martin

Contractor shall complete all work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor and approved by the CROA Representative. **All scheduled work NOT completed during the week scheduled shall be reported to the CROA Representative in writing by 4:00 PM Friday of the same week.**

Please sign acknowledging. Signature: Lucas Martin

**TERM OF CONTRACT**

- The term of this Agreement shall be January 1, 2023, through December 31, 2026, with the option to renew for two (2) additional one (1) year periods. The prices proposed by the Contractor shall remain fixed and firm for the duration of the Agreement.

Please sign acknowledging. Signature: Lucas Martin

- Prior to each renewal period, Contractor will be evaluated based on their performance.

Please sign acknowledging. Signature: Lucas Martin

- 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 landscaping systems as outlined within this scope.

Please sign acknowledging. Signature: Lucas Martin

- The following specifications are set as the minimums to achieve the desired healthy and attractive landscaping within the community. **"Please find the landscaping guidelines attached".**

Please sign acknowledging. Signature: Lucas Martin

**OPERATIONS AND COMMUNICATIONS**





*Celebration Residential Owners Association, Inc. (CROA)*

**SITE CLEANLINESS AND CONDITION**

- 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.
- **Cleanup of trash and debris shall be performed on all workdays throughout the year.**

Please sign acknowledging. Signature: Lucas Martin

**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.

Please sign acknowledging. Signature: Lucas Martin

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

Please sign acknowledging. Signature: Lucas Martin

**MEETINGS**

- **The Contractor shall meet with the CROA Representative on a weekly basis.** Such meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving such issues, review of schedule and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the CROA Representative or the Contractor. **The CROA Representative shall provide the location, date, and time of meeting.**

Please sign acknowledging. Signature: Lucas Martin

- Contractor shall provide a representative to attend the monthly meeting of the CROA Board of Directors meetings and shall be able to respond to any questions the Board may have as to the day-to-day activities at the project site pursuant to this scope of work.

Please sign acknowledging. Signature: Lucas Martin

**QUALITY CONTROL**



*Celebration Residential Owners Association, Inc. (CROA)*

- The CROA Representative, or his designated representative, shall be the sole judge as to the adequacy and quality of maintenance. To ensure consistent quality of the work being performed, the **CROA Representative may inspect all areas covered by this contract while or after work is scheduled to be performed.** Any deficiencies shall be recorded and submitted to the Contractor for review and corrective action. Within the three (3) workdays, the CROA Representative shall re-inspect the deficient area and any deficiencies not corrected shall result in the value of the work deducted from the monthly payment to the Contractor. The bid prices quoted by the Contractor unit pricing and/or Extra Work Pricing Sheets shall be used to determine the dollar value of any deficiencies.

Please sign acknowledging. Signature: Lucas Martin

- Within three (3) workdays (72 hours) after being notified by the CROA Representative in writing of defective or unacceptable work, should the Contractor fail to correct such work, CROA may authorize the unacceptable or defective work to be corrected. If CROA corrects the work, CROA shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work including an administration fee per occurrence. If the corrective work cannot reasonably be completed within such three (3) day period, and the Contractor had begun corrective work, and CROA reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, CROA agrees to allow Contractor to complete correction of the defective or unacceptable work beyond the three days.
- As this scope of work is for residential properties, it is required that more attention to detail will be given to each service area.
- The Contractor will make weekly in-person visual reviews of the entire site with focus on current conditions and the Contractor's performance. The Contractor will make any needed repairs and immediately.

Please sign acknowledging. Signature Lucas Martin

### REPORTS

- A weekly maintenance report shall be generated by the Contractor and submitted via email to the CROA representative outlining potential problem areas and the contractor's proposed corrective action, upcoming work approval requests, coordination, scheduling, etc. **These will be due each Friday by 9:00 AM, so the service area manager can send the report to the community by end of day each Friday.**
- The contractor shall address and respond to all Celeservice postings, as submitted by residents and staff during daily work hours, provide updates utilizing the Celeservice App.

Please sign acknowledging. Signature Lucas Martin

### SUBCONTRACTING

- The Contractor may subcontract certain procedures or operations only with the written approval of CROA. Proof of proper licensing and insurance must be provided to CROA prior to final approval. The Contractor is held responsible for any work performed by any subcontractor engaged.

Please sign acknowledging. Signature Lucas Martin

### WORKFORCE



*Celebration Residential Owners Association, Inc. (CROA)*

- The Contractor employees shall be dressed in a uniform fashion with company identification. Vehicles as well should be clearly identified. A professional appearance should be maintained.

Please sign acknowledging. Signature: Lucas Martin

- Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors always.

Please sign acknowledging. Signature: Lucas Martin

- 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 CROA hereby acknowledges that the Contractor only employs individuals who are legally authorized to work in the United States the Contractor employ individuals who are not legally authorized to work in the United States, it is understood that CROA 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.

Please sign acknowledging. Signature: Lucas Martin

**KEYS/ACCESS CARDS**

- CROA will issue such keys and access cards as necessary for access to the work area. Contractor must assume full responsibility for theft or loss of said keys and cards and must pay for re-keying ALL locks operated by these keys or the replacement cost for access cards. Keys must not be duplicated.

Please sign acknowledging. Signature: Lucas Martin

**LOST&FOUND**

- The contractor must ensure that articles found by its employees and/ or sub-contractors are returned to the CROA Representative or Town Hall upon discovery.

Please sign acknowledging. Signature: Lucas Martin

**PARKING**

- Contractors' 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.

Please sign acknowledging. Signature: Lucas Martin

**SUPERVISION**



## Celebration Residential Owners Association (CROA)

- The Contractor shall provide supervision of all maintenance and or repair work being performed during the time of service” no exceptions”. Supervisors shall be able to communicate problems to the CROA Representative at any time and shall be always easily accessible to the Representative by cell phone. CROA shall be notified of any change in supervisory personnel.

Please sign acknowledging. Signature: Lucas Martin

- A monthly walk through with the CROA Representative and contractor shall be performed to cover work being accomplished, special needs or concerns, and other related information. If needed, additional supervision or a change of supervisory personnel will be requested should contract performance fall below the acceptable standard.

Please sign acknowledging. Signature: Lucas Martin

### ADDITIONAL WORK

- From time-to-time additional work may be requested of the Contractor by the CROA Representative. A cost estimate, schedule, and other determining information may be required before approval of work is granted. Each situation will be considered on a case-by-case basis. All additional work shall be completed according to approved schedule.

Please sign acknowledging. Signature: Lucas Martin

### CHANGES

- It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications, or as amended by the CROA Representative. 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 CROA Representative. CROA does reserve the right to deny 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.

Please sign acknowledging. Signature: Lucas Martin

### SATISFACTORY PERFORMANCE

- It is estimated that the frequency and guidelines set forth in this scope 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.
- 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 may be replaced at the CROA Representatives direction at no additional cost to the Contractor. Any reported damage should be reported to the CROA Representative in the weekly report.
- Any damage to walls, landscape, lighting, fencing, resident belongings, or hardscape features by the Contractor shall be repaired by the appropriate tradesmen initiated though the CROA Representative so all warranties remain effective. All billing for said repairs will be directed to the Contractor responsible for said area and cost of repairs.



## Celebration Residential Owners Association (CROA)

Please sign acknowledging. Signature: Lucas Martin

- The Contractor will be graded on a scale from 1-3 where 0 is "Unacceptable" and 3 is "Excellent". If the Contractor scores below a two on a weekly audit, they have three business days to fix the unacceptable item. If the contractor scores an overall two or lower three times during the contract, an action plan of correction will be required and could lead to cancelation of contract. "Please find the inspection form utilized attached".

Please sign acknowledging. Signature: Lucas Martin

### MAINTENANCE FOR VISIBILITY AND SAFETY

- All landscaping shall be maintained in a manner that allows clear passage of vehicles in all roadways and pedestrians along sidewalks and designated pathways, provides open visibility where necessary for safety, and does not obstruct lighting or signage.

Please sign acknowledging. Signature: Lucas Martin

- Clear visibility in both daytime and nighttime is of the utmost importance for parking areas, driveways, and at intersections of all types.

Please sign acknowledging. Signature: Lucas Martin

- Trees and shrubs shall not be allowed to grow into or over sidewalks, cart paths, public or private streets, driveways, alleyways, or parking areas in any way that conflicts with the safe passage of pedestrians and vehicles.

Please sign acknowledging. Signature: Lucas Martin

- A minimum of ten (10) feet vertical clearance shall be maintained. This shall be increased to fifteen (15) feet on all streets where necessary for the passage of taller vehicles, such as vans, buses, emergency vehicles or trucks-in areas which must be accessed by such vehicles.

Please sign acknowledging. Signature: Lucas Martin

- In general, hedges and shrub masses shall be maintained at a maximum height of three (3) feet in all areas where views must be maintained for safety of vehicular and pedestrian traffic Contractor must visually inspect the site (doing so on a routine basis) to determine whether safe visibility requires maintenance at a lower height, in any given situation.

Please sign acknowledging. Signature: Lucas Martin

- Individual plants or specimens which do not specifically impede safe visibility may conform to the other applicable standards of these specifications provided in the Celebration Landscaping Architectural guidelines. Trees near light poles shall be maintained as they grow to avoid impeding safe light levels, to the greatest extent possible.

Please sign acknowledging. Signature: Lucas Martin

- Pruning of all landscaping shall comply with the proper techniques based on the type of plant material. But in all cases, ensuring safe visibility shall be the prevailing objective.  
Prune and maintain all-natural vegetation back five (5) feet or more from edge of turf, sidewalks, fence lines and parking areas.



## Celebration Residential Owners Association (CROA)

Please sign acknowledging. Signature: Lucas Martin

- Where natural wooded areas adjoin the finished turf areas and landscape beds, a buffer zone of at least three (2) feet shall be maintained with herbicide and or mechanical means.

Please sign acknowledging. Signature: Lucas Martin

### TURF MAINTENANCE

- Appropriately sized equipment shall mean the use of 22" – 32" commercial push mower for areas within all fenced yards and for all turf areas which are less than (4') four feet in width. This requirement will be strictly enforced.

Please sign acknowledging. Signature: Lucas Martin

### BAHIA, ST. AUGUSTINE & ZOYSIA TURF

- Mowing of all Bahia, St. Augustine and Zoysia turf areas shall be performed on a weekly basis during the normal growing season (March through October). During the months of November through February 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 always promote healthy and continued growth as well as proper appearance.
- Zoysia grass should be mowed with a walk- behind- mower with a bag to collect clippings which is better and actually quicker in the small spaces than a rider.

Please sign acknowledging. Signature: Lucas Martin

### BERMUDA TURF

- Bermuda turf shall be cut two (2) times per week during the months of March through October and one (1) time per week November through February unless abnormal conditions arise. The turf shall be mowed at a frequency to always promote healthy and continued growth as well as proper appearance.

Please sign acknowledging. Signature: Lucas Martin

- **REEL mowers MUST be used to maintain Bermuda Turf. Any exceptions to this requirement must have prior approval if the CROA Representative.**

Please sign acknowledging. Signature: NA

- Mowing patterns shall be varied to minimize wear areas from tires and slippage.
- Mowing height shall be based on season and what is horticulturally correct for turf type and location. Please see chart below.



## Celebration Residential Owners Association (CROA)

Turf Type	Height (inches)	Frequency (per year)	Mower Type
Bahia grass	3.0 - 4.0	42	Rotary
Bermuda grass	0.5 - 1.5	88	Reel
St. Augustine grass	2.5 - 4.0	42	Rotary
Zoysia grass	1.5 - 2.5	42	Rotary

Please sign acknowledging. Signature: Lucas Martin

- If a change in height of cut is considered, the CROA Representative must approve such change, in writing, prior to any height adjustment.
- 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, and signposts due to the use of line trimmers is not acceptable**
- 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.

Please sign acknowledging. Signature: Lucas Martin

### 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, parking lot islands or residential yards by the mowers.

Please sign acknowledging. Signature: Lucas Martin

- In areas with parking lots associated with the landscape maintenance, leaves and debris are to be either raked or removed with a vacuum. Leaves are not to be blown into landscape beds or down storm drains. If the condition of turf declines due to failure to remove accumulated leaves in a timely manner, the Contractor is responsible for replacing **the turf**.
- Leaves are to be blown away from the structure of the homes and not blown towards the homes causing buildup in the hedges, landscaping beds or on porches.

Please sign acknowledging. Signature: Lucas Martin

### LEAVES -SEASONAL

- The months of December through April leaves, acorns and debris must be removed from all landscape beds, turf, and hardscape at all Service Areas on Friday and Tuesday basis each week. The curbs and streets adjacent to each location are included as part of this scope. Removal by vacuum is preferred however, raking, blowing and manual removal will be allowed. No Leaves are to be left in landscaping beds, turf, sidewalks, and roads.

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### EDGING

- All necessary edging operations shall be performed routinely to trim the turf and maintain a well-groomed appearance for all



## Celebration Residential Owners Association (CROA)

sidewalks, curbs, plant beds, drainage structures, irrigation valve boxes, splice boxes, gate valve boxes, water meter boxes, and other such interfaces between turf and different surfaces.

- Bed lines shall be edged to conform to their original design intent, with adjustments being made periodically for the plant growth.
- Edging shall occur in conjunction with each mowing cycle. Grass runners shall not exceed one inch in length along sidewalks, curbs, pavements, planting beds, and other such edges.
- Upon completion of edging operations, the turf edge shall be neat, clean, and approximately 1/2 inch from the edge of any pavement, with a minimum depth of 2 inches.
- All paved areas and mulched beds shall be free of dirt, clippings, and debris after work is completed.

Please sign acknowledging. Signature: Lucas Martin

### DISEASE AND PEST CONTROL

- All turf varieties shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists. Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.
- Fertilizers and chemicals should be kept off walls of homes to avoid stains

Please sign acknowledging. Signature: Lucas Martin

### WEED CONTROL

- 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 (90%) weed free turf shall be expected.

Please sign acknowledging. Signature: Lucas Martin

- 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.
- If the use of chemicals is not working in landscaping beds, it will be required to hand pull weeds as needed.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: Lucas Martin

### FERTILIZATION – TURF

- A soil fertility and pH test shall be performed by the Contractor twice a year January and June from several representative areas in the turf and landscape beds at all locations to help determine the analysis of the product to use in the fertilizer application programs. Copies of these test results must be provided to CROA, with tested locations each time they are





## Celebration Residential Owners Association (CROA)

performed.

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### ST. AUGUSTINE & ZOYSIA

- There should be a minimum of four (4) applications of a complete, acid-forming turf fertilizer applied to Zoysia and St. Augustine turf per year.
- February (After February 15th): (Zoysia and St. Augustine) A standard non-burning complete turf fertilizer containing a minimum of 30% to 40% of the Nitrogen in a controlled release form such as sulfur coated, or polymer coated sulfur coated urea. There should be a minimum of 4% Iron, 6% sulfur, and 2% each of Magnesium and Manganese. A lesser amount of Iron will be acceptable if it is in a chelated form. The fertilizer shall be applied at 1 pound of actual Nitrogen per 1000 Square feet of turf.
- May: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- August: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- October: (St. Augustine) Analysis should be determined by soil test results and recommendations.
- November: (Zoysia) Analysis should be determined by soil test results and recommendations.
- If these recommendations fail to keep the turf a consistent acceptable green color, a soil test should be performed, and the fertilizer blend adjusted accordingly. If the fertilizer does not keep the turf an acceptable green color between applications during the growing season, it may be necessary to provide an extra application of Nitrogen and/ or Iron to provide suitable color and may be requested by the owner. This will not be considered an extra to the contract.
- All turf fertilizers should be watered immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Contractor will also be responsible for sweeping or blowing fertilizer off all walkways, parking lots, roadways, and any affected paved area such as residents' porches. Special attention should be taken to ensure that fertilizer does not enter any stormwater retention or drainage feature.

Please sign acknowledging. Signature: Lucas Martin

### BAHIA TURF

- There should be two applications of complete commercial turf fertilizer to Bahia grass areas per year.
- March: A standard, non-burning complete turf fertilizer such as 16-0-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product)
- September: 9-2-24 with 6% iron, 8 to 10% Sulfur, and 2% each of Magnesium and Manganese at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product) This will help with winter cold tolerance.
- If yellowing occurs in between fertilizer applications, a liquid application of 12-0-0 with iron at the label rate, or another chelated iron source should be applied.
- All chemical applications shall be performed by trained, licensed operators in accordance with applicable local, state, and federal regulations, safety standards, and the manufacturer's instructions.
- All fertilizer shall be thoroughly watered in after application.

Please sign acknowledging. Signature: Lucas Martin

### BERMUDA TURF - HIGH" DEMAND MAINTENANCE SCHEDULE



**Celebration Residential Owners Association (CROA)**

Month	Description/Product	Rate/Acre
1	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
2	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
2	0-0-50 Potassium Sulfate	150Lbs/ Acre
2	Pre-Emergent	Per label rate full coverage
3	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
3	Round-up clay areas and fence lines	
3	Weed control post-emergent	Per label rate full coverage
4	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
4	Round-up clay areas and fence lines	2% Solution
4	Deep Tine Aerify	
4	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
4	Verti-cut	3/4" deep with 2" spacing
4	Chelated Iron 12-0-0	
5	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
5	Round-up clay areas and fence lines	2% Solution



**Celebration Residential Owners Association (CROA)**

Month	Description/Product	Rate/Acre
6	0-0-50 Potassium Sulfate	150lbs/Acre
6	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
6	Aerate 3/4" coring tines 3"-4" deep	
6	Weed control post-emergent	Per label rate full coverage
6	Round-up clay areas and fence lines	2% Solution
6	Heritage Application	Per label rate full coverage
7	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
7	Round-up clay areas and fence lines	2% Solution
8	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
8	Round-up clay areas and fence lines	
8	Pre-M	Per label rate full coverage
8	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
9	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
9	0-0-50 Potassium Sulfate	150Lbs/ Acre
9	Round-up clay areas and fence lines	2% Solution
9	Aerate 3/4" coring tines 3"-4" deep	
9	Weed control post-emergent	Per label rate full coverage
10	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
10	Round-up clay areas and fence lines	2% Solution
11	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	Round-up clay areas and fence lines	2% Solution
12	Deep Tine Aerify	

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## Celebration Residential Owners Association (CROA)

### GROUND COVER AND SHRUB MAINTENANCE

#### SHRUBS

(Indian Hawthorn, Holly, Viburnum, Boxwood, and similar woody ornamentals)

- These shrubs shall be pruned only as necessary to maintain their natural habit and growth at specified heights, to remove excessive growth, and to maintain a natural, informal appearance. Individual plants shall be allowed to grow together into one mass, never shaped as individual plants.
- As the shrubs mature, individual plants should not be apparent; plants shall be allowed to grow together in a "soft", informal, and un-sheared mass.
- At no time shall any shrubs be allowed to impede safe visibility for pedestrians and vehicles.
- Maintain most shrubs in pedestrian and parking areas for safety and visibility, usually about 36" +/-, but always as dictated by the circumstances in any specific location. Where larger shrubs are used for screening of specific features, their ultimate heights shall be dictated by the purpose for which they have been used in the plan, and they shall be allowed to reach the effective height and density necessary to serve that purpose. In no instance, however, shall any shrub be allowed to obstruct visibility for traffic and pedestrian safety.
- Use hand clippers to remove odd, long, or undesirable branches, keeping the shape natural and uniform. Do not prune masses into geometric forms by hard shearing.
- Per Celebration ARC guidelines, Hedges must be trimmed below the windowsills and below decorative trim along the top of the walls; Exceptions might include garage windows which are too close to the ground.
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12".

Please sign acknowledging. Signature: \_\_\_\_\_

*Lucas Martin*

#### HERBACEOUS "GRASSY" SPECIES

(Society Garlic, Lily-of-the-Nile, Liriope, and similar species)

- These groundcovers shall be allowed to grow to their natural height and width; pruning is not necessary. Cultivate to achieve dense mass; maintain separation between groundcover and adjacent plant materials.
- Spent flower heads shall be removed regularly, as required for best appearance.
- If more than 50% of a plant is frost damaged, cut back to remove all dead or damaged foliage after last frost.
- Contee palms, Agapanthus, Liriope, Iris, and other plants that are chosen for the display of their leaves should be thinned to remove excessive growth that encroaches over onto walkways or out of their place in the landscape design and never edged or sheared
- Contractors must not trim buds before they have had a chance to bloom.

Please sign acknowledging. Signature: \_\_\_\_\_

*Lucas Martin*

#### WOODY GROUNDCOVERS

(Parson's Juniper, Blue Pacific Juniper, Lantana, and similar species)

- These groundcovers shall be allowed to grow together to form full, natural, informal masses, maintaining separation between adjacent plant materials.
- Prune to maintain height at 18" to 24" or as otherwise appropriate for the species, and to prevent masses from overgrowing curbs, sidewalks, and bed edges. Do not allow masses to become overgrown, requiring extensive pruning.
- Depending on degree of possible cold damage, cut back as required after last frost to achieve intended growth.



## Celebration Residential Owners Association (CROA)

- Do not prune masses into geometric forms by hard shearing.
- Where plants are adjacent to curbs, sidewalks and bed edges, prune edge of mass back in a natural, informal shape; do not shear vertically.
- Contractors must not trim buds before they have had a chance to bloom.

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### GROUNDCOVERS

(Dwarf Confederate Jasmine, English Ivy, and similar species)

- Cultivate vining groundcovers to achieve dense, entwined masses; maintain separation between groundcover and adjacent plant materials, by edging and/ or pruning.
- Some species, such as Dwarf Confederate Jasmine, once grown in to full and dense coverage (which may take 2 or 3 years for some species), may be trimmed at a height of 6" periodically to maintain a dense and consistent level of coverage.
- Do not shear masses vertically where adjacent to curbs, bed edges, drainage structures, valve boxes, meter boxes, and other such interfaces. Prune exposed edge of mass back at a maximum 45-degree angle from horizontal, in a natural, informal shape.

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### ACCENT PLANTS

(African Iris, and similar species used as accents)

- Accent plants should only be trimmed as necessary to remove excessive growth, and shoots, while maintaining a natural, informal appearance. As the plant matures, the plants shall be maintained at the intended height of the accent feature, not allowed to become overgrown or invasive.
- Use hand clippers to remove odd, long, or undesirable shoots, and to remove outer pups or shoots from overgrown clumps, keeping the shape natural, loose, and uniform. Do not shear.
- Accent plants that are damaged by the frost shall have all the damaged foliage removed and in such cases the damage affects the entire plant, it shall be cut back to the ground after the last frost.

Please sign acknowledging. Signature: Lucas Martin

### ORNAMENTAL GRASSES

(Cordgrass, Muhly Grass, Fountain Grass, and similar species)

- Ornamental grasses shall be maintained at their natural height and width.
- To achieve best form and appearance, loose, brown, and dead foliage shall be removed the months of February through March prior to new spring growth. Sever pruning to the ground is not an acceptable practice and as a result will require replacement at the Contractors expense upon discovery.

Please sign acknowledging. Signature: Lucas Martin

### PRUNING OF GROUND COVER AND SHRUBS

- Plant materials and tree limbs must be kept trimmed away from multi-modal transportation paths and sidewalks and at no time should be allowed to encroach on these areas.
- Special attention to areas around landscape lighting fixtures shall be given not only to promote lighting effect, but the protection



## Celebration Residential Owners Association (CROA)

- of fixtures themselves from damage.
- Shrubs located under windows should be trimmed to the bottom of the window ledge leaving the window trim detail visible.
  - All shrubs around the AC units/ equipment should be trimmed to screen the unit without impeding the use. Shrubs along privacy fences should be maintained to the bottom of the top rail leaving the top rail visible. Shrubs along a picket fence should be maintained to the top rail of the fence leaving the top picket details visible.
  - Contractors must not trim buds before they have had a chance to bloom.
  - Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12".
  - Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
  - A Hard pruning of Ligustrums and Burberry trees will be necessary to be kept below 10' and also a hard pruning of camellia bushes.

Please sign acknowledging. Signature: \_\_\_\_\_

*Lucas Martin*

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- When five (5%) of any individual plant material shows signs of disease, curative action must be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Non-targeted plant material damaged because of improper chemical applications must be replaced upon discovery at the Contractors expense.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

*Lucas Martin*

### FERTILIZATION OF GROUNDCOVER AND SHRUBS

- Shrubs and groundcovers shall be fertilized four (4) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. This shall be applied in March, May, July, and October at ½ cup per small shrub, 1 cup per large shrub, or 15 to 30 pounds per 1000 square feet of plant bed, depending on the spacing, type of plants, and product used. Fertilizer shall be broadcast evenly over the entire root zone, and care shall be taken to avoid accumulation of fertilizer granules on leaves, crowns, etc.
- The fertilizers should be watered in immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Special attention should be taken to prevent any fertilizer from being blown, swept, or otherwise ending up in any parking lot or roadway storm drain. Any fertilizer that ends up upon any non-target area or hard surface shall be removed and applied to a target area.

Please sign acknowledging. Signature: \_\_\_\_\_

*Lucas Martin*



## Celebration Residential Owners Association (CROA)

### TREE MAINTENANCE

#### CRAPE MYRTLES

- Crape Myrtles shall be maintained with an open, natural crown. The natural branching structure shall be maintained, light pruning only to promote healthy, natural development form, size, and width.
- As trees mature, a clear trunk height of 8.5' minimum shall be maintained.
- Canopies shall in no case be allowed to deter safety and visibility in traffic situations.
- Light pruning should be performed to remove seed pods as they form to promote re-flowering. Contractor should remove most remaining seed pods in Fall/Winter, where overall height allows this to be done safely. No branches larger than 1/2" in diameter, or more than 24" of the current year's growth shall be removed.
- Topping, heading cuts or trimming back to knobs is not permitted. Proper reduction cuts may be made in some instances with the approval from the CROA Representative.
- All Branches shall be pruned that impede pedestrian walkways and all alleyways.
- Pruning shall be completed twice a year, once in the Fall/ Winter and once late spring.

Please sign acknowledging. Signature: Lucas Martin

#### PALMS

- Palms shall be pruned once the fronds have dropped to an 8:00 o'clock to 4:00 o'clock angle. The Contractor shall remove the fronds to a maximum 10:00 o'clock to 2:00 o'clock angle and all seed and emerging seed pods will be removed. Pruning of palms shall occur minimum of (3) times per year between the months of March through October.
- All Phoenix species will be pruned to a maximum 9:00 o'clock to 3:00 o'clock angle.
- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

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#### LIGUSTRUM TREES

- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

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#### NELLIE STEVENS HOLLY AND RELATED SPECIES

- These trees shall be maintained to have thick and dense foliage. They should only be pruned to promote health, and natural development form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.

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## Celebration Residential Owners Association (CROA)

### LIVE OAK AND RELATED SPECIES

- Live Oaks and related species are to be maintained to have thick dense foliage. They should only be pruned to promote healthy and natural development form. Pruning shall be kept at a minimum.
- As trees mature, only remove necessary lower branches to maintain the natural normal form of the tree, and to allow for necessary maintenance.
- The tree shall have 2/3 canopy and 1/3 clear trunk.
- All limbs that are pruned back to the main trunk or central leader shall be cut at the collar, but not damaging the collar.

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### MAGNOLIAS

- Magnolias shall be maintained to have thick and dense foliage. They should only be pruned to promote health and natural form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.
- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood. To encourage full and dense foliage, **prune lightly in the fall** or early spring (**before the spring flush**), by removing 6" to 10" of foliage in appropriate areas and trimming leggy branches, to promote natural shape and form. **The central leader shall not be removed.**
- Branches shall be maintained away from structures and maintained to not extend into alleyways, sidewalks and pedestrian areas.

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### ALL TREE SPECIES

- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood, or to provide visibility. Contractor shall be responsible for pruning up to the first fifteen (15) feet of trees as needed to maintain a natural and healthy appearance. All Trees should maintain a (5) feet clearance from any structure or townhome/residence.
- **All broken limbs or debris resulting from winds, storms; or other causes shall be removed promptly, or immediately if impeding safety.**
- Pruning cuts shall be clean and smooth with no rough or torn bark or wood remaining.
- 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 and will require replacement at the Contractors expense upon discovery.
- **Pruning of all trees needs to be maintained year-round to specifications.**

Please sign acknowledging. Signature: Lucas Martin





## Celebration Residential Owners Association (CROA)

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Areas treated shall have

Please sign acknowledging. Signature: Lucas Martin

### FERTILIZATION OF TREES

- Proper fertilization for the varied trees shall be performed three (3) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. Fertilizer shall be broadcast evenly over the entire root zone out to the drip line. Applications shall be at the labeled rate on the bag, and applied in March, June, and September.
- Palms shall be fertilized three (3) to four (4) times per year with a fertilizer with an analysis of 8-2-12 plus 4% Magnesium (Mg.) and 2% Manganese (MN) and 0.10% to 0.15% Iron (Fe), Zinc (Zn), Boron (B), and Copper (Cu). One hundred percent (100%) of the Nitrogen (N), Potassium (K), and Magnesium (Mg.) should be in controlled release form, while all the micronutrients except Iron (Fe) should be in Sulfate form. Two percent (2%) Iron (Fe) from Iron Sulfate can substitute for 0.15% Iron (Fe) from chelated forms. (EDTA, DTPA, etc.). This product is to be applied at the rate of 1.5 pounds per 100 square feet of palm canopy or bed area, or 15 pounds per 1000 square feet.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: Lucas Martin

### FLOWER BED MAINTENANCE

- Annual flower beds shall be maintained in a fashion to allow for a full, colorful appearance always throughout the year. Beds shall be kept free of spent flowers, weeds, and debris.
- Shrubs and turf surrounding annual beds must be trimmed to keep them from encroaching on the annual flowers and reducing the bed size. The original size of the beds and the annual flower count as described must remain the same.
- 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 appearance.

Please sign acknowledging. Signature: Lucas Martin



## Celebration Residential Owners Association (CROA)

### WEED CONTROL

Beds are to be kept free of weeds, landscape debris and trash. Hand weeding shall be done as necessary. The use of pre-emergent and selective herbicides is required for all Annual Flower beds.

Please sign acknowledging. Signature: Lucas Martin

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

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### PESTICIDE USE SPECIFICATIONS

- Contractor shall have extensive knowledge and experience developing and implementing Integrated Pest Management Programs (IP: tvf) and shall develop, implement, and adjust an IPM program for all sites included in this contract.
- All pesticide applications are to be made by or under the supervision of a person or persons with appropriate valid licenses, permits or certificates issued pursuant to all applicable Federal, State, or local laws or regulations. Said person or company is to be currently registered to conduct a pest control business in the State of Florida and the County of Osceola.
- Pesticide applications are to be made in strict compliance with the product label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency.
- Within thirty days of the award of contract, and/ or prior to the actual start of work, Contractor shall supply to the CROA Representative a list of all chemicals proposed to be used in the fulfillment of said contract. No "generic" chemicals shall be allowed for substitution purposes, unless approved by the CROA Representative.
- The most current specimen labels and Safety Data Sheets for all listed chemicals shall be supplied at this time and Copies of both the P.C.A. recommendations and applicable Pest Control Advisor and Qualified Applicator Licenses or Qualified Applicator Certificates, shall be submitted. All above-mentioned items shall be resubmitted in January of each year the Contract is in effect.
- CROA shall be notified in writing of any changes or deviations from the above list. Application of deviated materials shall not be made prior to approval by the CROA Representative.
- A five-working day notice in writing shall be given to CROA prior to any pesticide application so the notice can be communicated to the residents in advance. Notice shall include name of chemical, area to be treated, rate of chemical, method of application, date and time of day application is to be performed. CROA must give written consent prior to application of any Category I, or restricted use, pesticide.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets

Please sign acknowledging. Signature: Lucas Martin



## Celebration Residential Owners Association (CROA)

### REFUSE CONTROL

- Areas within the project limits shall be kept free of litter and refuse (trash, cans, paper, bottles, cigarette butts, etc. and accumulations of leaves, dirt, and branches) always.
- Policing and litter pickup shall occur as often as necessary to ensure a clean, litter-free appearance.

Please sign acknowledging. Signature: \_\_\_\_\_

*Lucas Martin*

### REPLACEMENT OF PLANTS TO MAINTAIN DESIGN INTENT

- No changes or additions of plant materials, and no changes or additions to the design or layout of the landscaping shall be made without review and approval of CROA.
- Any tree, palm, shrub, or groundcover plantings which die, or which are damaged or decline to the extent of affecting the overall appearance of the project, shall be replaced promptly with the same species in a size which reasonably matches the plant it is replacing, to preserve the design intent and appearance of the landscaping.
- Any tree or plant which is abusively pruned in noncompliance with these specifications shall be replaced by the same species in a size which reasonably matches the plant it's replacing.
- **The Contractor shall be responsible for the full cost of such replacements where required due to incorrect maintenance (abusive pruning, fertilizer burn, etc.) or to inadequate maintenance (disease, pests, fungus, irrigation negligence, etc.). The Service Area/CROA shall be responsible for the full cost of such replacements only due to damaging acts by others, acts of God, and/ or other circumstances not attributable to actions or inactions of the Contractor.**
- If the plan included annuals or perennials, replacements shall be made on a seasonal basis, or whenever required, to maintain an acceptable year-round effect. Conversion of bedding plant areas to other landscape plants shall be subject to review and approval by CROA.

Please sign acknowledging. Signature: \_\_\_\_\_

*Lucas Martin*

### PLANT GUARANTEE AND/OR REPLACEMENT POLICY

- Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.
- All replacement plants shall be inspected and approved by CROA prior to installation. All landscape improvements or repairs shall conform to the Celebration Residential Owners Association, Inc. Landscape Specifications and Details.
- The Contractor must assume the maintenance responsibility and warrant future landscape improvements, new installation and refurbishment of existing landscape as specified within this scope.
- The Contractor and the CROA Representative will conduct an inspection of said landscape prior to final acceptance by CROA.
- Contractor shall submit an inspection report to the CROA Representative within 3 days following the inspection which must list all concerns and recommendation to correct. If said inspection report is not submitted as required, Contractor must accept and assume the plant replacement warranty for the remainder of the contract term without consideration of compensation.
- Any issues discovered during the inspection process will be corrected based on plant health.

Please sign acknowledging. Signature: \_\_\_\_\_

*Lucas Martin*



## Celebration Residential Owners Association (CROA)

### MULCHING

- All plant beds and tree rings shall be maintained with an adequate and neat layer of Cocoa Brown Hardwood Mulch or Pine Straw if approved by ARC and shall not exceed 3" in depth. **Mulching shall occur twice per year during the months of April and September/ First week of October depending on the request of the individual service area.**
- (ALL Service Area Mulch must be installed by April 15th and October 1<sup>st</sup>).
- Contractor will replenish mulch where disturbed due to mowing operations such as edge of landscape beds and tree rings. This shall have performed at no additional cost to CROA.
- Care should be taken during mulching to not cover landscape lighting, valves, junction boxes or other structures and components.
- Care shall be taken to avoid piling mulch around the plant crowns or trunks.

Please sign acknowledging. Signature: Lucas Martin

### IRRIGATION SYSTEMS

- The Irrigation Contractor / Technician(s) shall be Rain Bird Maxicom Certified and must submit proof of a minimum of 3 years' experience with Irrigation installation and maintenance including ESP-LXD Series Two-Wire Decoder Controllers, flow meter, rain gauge, soil moisture sensors and a good understanding of Evapotranspiration and the ability to utilize such knowledge for the benefit of a healthy landscape.
- Irrigation systems and components shall be monitored to ensure that proper coverage is always achieved. Contractor shall provide one dedicated and certified Irrigation Technician for every 300 zones.

Please sign acknowledging. Signature: Lucas Martin

### IRRIGATION REPAIRS

- The Contractor shall be responsible for repair of all site irrigation beginning with the customer service valve; downstream from the water meter, all pressure main lines, or any equipment in line (flow meters, master valves, etc.), through lateral lines and sprinkler heads; including all irrigation controllers, weather stations, rain gauges, control, and communication wiring, wireless and air cards. Contractor shall notify CROA Representative of any main line failure within two (2) hours of occurrence.
- **The CROA Representative shall approve all repairs in advance. The Contractor shall notify the CROA Representative once repairs are completed and prior to back filling any repairs to allow for inspection. Once inspected, the CROA Representative will notify the Contractor to backfill the repair. If the open repair presents a hazard to the public the repair shall be back filled as authorized by the CROA Representative. Photographs of the repairs shall be submitted.**
- **Damage to irrigation systems caused by the Contractor shall be the responsibility of the Contractor to repair within 48 hours of occurrence, self-discovery, or notification by CROA.**
- All replacement parts and materials are to be same type and model as original installation unless a substitute is approved by CROA representative. Failure to do so shall result in a deduction from monthly payments. In addition, a performance deficiency notice shall be issued to the Contractor.

Please sign acknowledging. Signature: Lucas Martin



## Celebration Residential Owners Association (CROA)

### IRRIGATION SCHEDULING AND WATER MANAGEMENT

- Contractor shall be responsible for the programming and monitoring of irrigation controllers that are part of the Rain Bird centralized systems and any future cloud-based smart irrigation control systems. The Contractor shall be responsible for programming all standalone irrigation controllers.
- For changes to irrigations schedules controlled by the Central Irrigation Computers (Ivfaxicom) and any future cloud-based smart irrigation control systems the Contractor shall submit proposed irrigation schedules or a request to change a. schedule to the CROA Representative and the Celebration Community Development District Representative, two (2) days in advance of the needed change. The CROA Representative, using information provided by the Contractor, shall ensure the schedules are updated by the CCDD by the date requested.
- The Contractor shall perform inspections and repairs of all irrigation systems within contracted sites on the following schedule:

Please sign acknowledging. Signature: Lucas Martin

### Service Areas Inspection/Reports

- Irrigation inspection reports are to be completed **One (1) time per month October - February & two (2) times month March – September. Detailed inspection report must be emailed to the CROA representative on the date that the inspection is completed.**
- **All inspections shall be included in the calendar work schedule submitted monthly.**
- The Contractor shall be responsible for programming each non-centralized irrigation controller to run only on assigned watering days as required by the Enterprise Community Development District (ECDD). Failure to do so shall result in a penalty of \$100 per occurrence per irrigation controller for those observed to not be programed as required.
- CROA shall have final determination as to the appropriate programming of the Irrigation Controllers. Upon discovery, the Contractor shall immediately report any irrigation system malfunctions, vandalism or damage to the CROA representative. The Contractor shall be responsible for necessary repairs to irrigation controllers.
- **The CROA Representative shall inspect and confirm any proposed repairs to irrigation controllers prior to commencement.**
- The Contractor shall furnish CROA with copies of all invoicing and associated inspection report, with location, pricing and quantities listed, for all irrigation system repairs. Invoice and inspection reports must indicate the exact location of the repairs, the controller and valve number to be considered for payment.

### IRRIGATION SPECIAL PROVISIONS - WATER MANAGEMENT

- Contractor shall keep all controllers in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance.
- Contractor shall keep all controller enclosures in good working order. This includes cleaning door panels, vacuuming interiors, pest prevention-eradication, lubrication of hinges, locks, etc. Contractor is responsible for always securing the controller cabinet door.
- **Contractor shall adjust all aspect of the irrigation systems to:**
  - Provide optimum coverage of all landscaped areas.
  - Prevent or minimize runoff and/ or erosion.
  - Prevent or minimize water on roadways.
  - Match precipitation rates of all nozzles/heads.
  - Prevent, eliminate and/ or limit hazardous conditions.
  - Prevent "flood irrigation"; over irrigating one area to account for coverage deficiency in another area.



## Celebration Residential Owners Association (CROA)

- All system malfunctions, damage, and obstructions shall be recorded, and timely corrective action taken in addition to specified routine irrigation system testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported; daily, if needed.
- Contractor shall correct deficient irrigation systems and equipment as necessary following notification from the CROA Representative.
- Contractor shall notify the CROA Representative immediately any time an irrigation system is shut down for any reason.
- The Contractor shall have full responsibility to ensure watering requirements are met within each CROA site. Contractor's forces shall be capable of performing repairs, installations, and modifications of existing irrigation systems to adequately irrigate all landscaped areas.
- The Contractor must ensure that sprinkler heads are in good operational order, filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, nozzle and filter replacements shall be considered as included in the contract price and no additional compensation shall be allowed.
- All electrically operated valves shall close completely at the conclusion of the station-watering program. As needed, valves shall be cleaned, repaired and/ or replaced promptly to restore proper operation. As part of the base bid, valve boxes shall be kept clean of sand, debris, and silt to a depth of 2" below the bottom of the valve.

Please sign acknowledging. Signature: Lucas Martin

### MATERIALS

- All replacement materials shall be original types and model materials unless a substitute is approved by the CROA Representative. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems. Contractor shall implement repairs in accordance with all warranties.
- Cost of materials invoiced to CROA, if not listed on the unit price sheet, shall be the Contractor's actual cost plus a maximum 15% markup. Labor shall be considered as included in total contract price and no additional compensation shall be allowed. All parts and material invoices must include a copy of the irrigation inspection report specific to each project category location.
- The cost of all replacement materials will be broken down and given in the contract that is submitted in the price of the proposal and shall remain the price given during the contract period.

Please sign acknowledging. Signature: Lucas Martin



## Celebration Residential Owners Association (CROA)

### DISASTER/ EMERGENCY PLAN

- When a Hurricane Warning has been issued for the Central Florida area, the Contractor must turn off all irrigation systems immediately as directed by the CROA Representative. This is to include weekends and holidays. Once the Hurricane threat has passed, the Contractor shall ensure all irrigation systems are fully operational within 48 hours as directed by the CROA Representative.
- **In the event of a declared emergency or disaster, Contractor shall provide debris removal services. Prior to mobilization for debris removal activities, Contractor shall provide CROA, in writing, hourly rates for personnel and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. (Contracted hourly rates will be included during the RFP process and effective during the contract period).**
- **Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.**
- Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- **Disaster Recovery Assistance Services shall not exceed seventy (70) hours for each declared emergency/ disaster.**
- **Contractor shall maintain and supply CROA all the necessary and adequate documentation on all emergency/ disaster-related services to support reimbursement by other local, state, or federal agencies. (Including before and after pictures).**
- CROA reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. CROA will not be held responsible for any loss incurred by Contractor because of CROA's election to terminate these activities pursuant to this paragraph.
- **Once declared by the county that it is no longer under a hurricane, tropical storm and tornado warning, contractor must communicate with the CROA representative of when work will commence. Any fallen trees/debris that are causing a safety hazard or obstruction must be removed immediately.**

Please sign acknowledging. Signature: \_\_\_\_\_

*Lucas Martin*

### INSURANCE; INDEMNIFICATION

- Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:
- Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and
- Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.
- All such insurance required shall be in companies and on forms acceptable to CROA and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to CROA. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to CROA. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.



## Celebration Residential Owners Association (CROA)

- Contractor shall defend (if requested by CROA), indemnify and hold CROA and its officers, directors, agents, employees and assigns harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement; or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

Please sign acknowledging. Signature: Lucas Martin

### COURTYARDS

- Some Townhomes in the Service Areas have maintenance that includes all the gated courtyards "unless the homeowner has requested, or the gated area is locked". Many homeowners have installed pavers in most of the yard but any landscape in the ground must be maintained per this scope
- It is of importance that the landscaping crews close all gates once they have completed all service in the courtyards, ensure that the gate has securely latched.

Please sign acknowledging. Signature: Lucas Martin

### HOMEOWNER REQUESTS/INSTRUCTIONS

- Owners may ask for special care at their properties. We generally ask that any requests go through the Service Area Committee or the CROA office so there is maintenance consistency. CROA staff will confirm any requests or concerns for alternate maintenance of a unit.

Please sign acknowledging. Signature: Lucas Martin

I Lucas Martin Have read the scope of work in its entirety and acknowledge and understand the guidelines and specifications that are required.

Signature Lucas Martin

Date November 16, 2022





BID RESPONSE FORM

Company Name: Prince and Sons, Inc. Contact: Lucas Martin
Email: lmartin@princeandsonsin.com Phone: (863) 422-5207

I Lucas Martin, on behalf of Prince and Sons, Inc., submit the following bids as indicated below:

Please provide a bid price for the following items:

- Total price per calendar year of contracted services
Pricing Worksheet (example attached)

NOTE(S):

When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in CROA's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.

All price information to be used in the RFP evaluation must be on this proposal form.

CROA reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully regarding all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with CROA in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor, and service necessary to complete the work covered by the RFP and Contract Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP.

Executed by:

Lucas Martin Vice President Lucas Martin 11/16/2022
Agent Name Title Signature Date

This document must be completed and returned with your Submittal



# Celebration Residential Owners Association (CROA)

*This document must be completed and returned with your Submittal*

## CONTRACTOR'S AFFIDAVIT

State of Florida  
County of Osceola

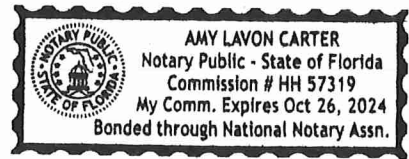
Before me personally appeared Lucas Martin who (title) is Vice President of *(the company described herein)* being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by CROA deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known  or Produced Identification \_\_\_\_\_

Sworn to and subscribed before me this 16th day of November, 2022

Amy Lavon Carter  
NOTARY PUBLIC – STATE of FLORIDA  
(Signature of Notary Public)

Amy Lavon Carter  
(Print Name of Notary Public)



*This document must be completed and returned with your Submittal*

# ROSEVILLE CORNER

Vendor	Annual cost Bid
Benchmark Landscaping	\$56,978.00
Greenleaf Landscaping	\$55,580.00
Prince & Sons Inc.	\$58,986.00
Ground Guys Landscaping	\$0.00
TRIMAC Outdoor	\$89,196.00
Action Environmental Services Florida	\$45,862.00
Exquisite Lawncare	\$61,362.00
Exquisite Lawncare Option #2	\$89,213.00
Exclusive Landscape Group	\$0.00
Total Sqft	

Current Contract  
**\$43,157**

# Action Item – Consent Agenda A7

## Greenlawn Townhomes Landscaping Contract

## Action Item – Consent Agenda A7

<b>Motion Subject:</b>	New Landscaping contract for Greenlawn Townhomes
<b>Funding Source:</b>	Greenlawn Townhomes -Service Area Operations Budget
<b>Budgeted Amount:</b>	2023 \$20,186.00 Annually/Monthly \$1,682.16
<b>Bids Received:</b>	Benchmark Landscaping \$24,000.00 Prince and Sons \$30,579.00 Trimac Outdoor \$44,075.00 Action Environmental Services \$31,410.00 Exquisite Lawncare \$24,387.00 Annually/Monthly\$2,032.25
<b>Rationale:</b>	Exquisite and Benchmark came in close and over budget by \$4,201.00 annually and \$ 350.00 monthly. When completing the budgets for 2023, mulch was placed separately from the monthly maintenance; all contracts include the mulch. At the request of management and residents, we'd like to ask that the contract be awarded as Management recommends.
<b>Management Recommendation:</b>	Management recommends that Exquisite Landscaping is awarded the landscaping contract for Greenlawn Townhomes.
<b>Motion on Agenda:</b>	Motion to approve New Landscaping Contract for Greenlawn Townhomes with Exquisite Landscaping in the amount of \$2,032.25 – Service Area Operating Fund.

EXQUISITE  
LAWN CARE  
407-719-5944

52 Riley #402  
Celebration, FL 34747  
(407) 719-5944

[brian@exquisitelawncafe.com](mailto:brian@exquisitelawncafe.com)

CROA 11/15/2022

To whom it may concern,

We are pleased to have the opportunity to bid on multiple areas for CROA. We appreciate the opportunity to provide you with information about our company, staff and experience.

We are a family-owned company, and since purchasing Exquisite Lawn Care in 2010 have continually grown the company. I have previously worked for Isleworth, Seaworld, and Universal Studios as a Horticulturist and Lead Horticulturist. I have also held the position of Account Manager with a larger commercial maintenance company. I hold a Trade Certificate with Valencia Community College in Horticulture, am a Certified Florida Friendly Landscape Professional, and also currently certified as a Horticulture Professional with the FNGLA. Most of my experience is with managing larger commercial lawn maintenance accounts and commercial landscaping projects much like the service areas.

We have extensive knowledge in Celebration covenants and requirements. We currently have a healthy mix of commercial and residential properties inside Celebration, the majority with long-standing contracts or agreements as we do not hold contracts with our single-family residence accounts, many we have had since 2010. Our staff and teams are dedicated and knowledgeable and take great pride in their work. We are consistently complimented on their friendly demeanor and polite mannerisms.

Irrigation will be handled by our company. Our irrigation team will be ready to handle any problems that arise quickly and efficiently. Pest control including fertilization will be handled by either TruGreen or Pest Patrol and overseen by their general manager and myself. Both TruGreen and Pest Patrol have been operating in Celebration for many years. Arboriculture will be handled by our team or with PTC Tree Work for larger scale pruning. We introduced PTC to Celebration back in 2010 and their reputation and workload has only grown since then. Recently, both TruGreen and PTC have been helping us turn around the many neighborhood parks in Celebration, and we look forward to continuing to improve these areas over the next 3 – 5 years.

Please feel free to contact me with any questions, comments, or concerns.

Sincerely,



Brian Causey



*Celebration Residential Owners Association, Inc. (CROA)*



**Celebration Residential  
Owners Association**  
Landscaping Scope of work Service Areas  
**EXHIBIT A**

Issued by:

**CELEBRATION RESIDENTIAL OWNERS' ASSOCIATION, INC. (CROA)  
BOARD OF DIRECTORS**

851 Celebration Avenue  
Celebration, FL 34747  
CELEBRATION.FL.US  
407-566-1200

**Date Issued: November 3<sup>rd</sup>, 2022**



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*Celebration Residential Owners Association, Inc. (CROA)*

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CONFIDENTIAL

Scope of work consists of complete landscape, turf, irrigation, and specialty maintenance of residential service areas within



## Celebration Residential Owners Association, Inc. (CROA)

Celebration. The work consists of turf maintenance, weeding and edging of ground cover, preventing, and controlling weeds in turf, planters, and hardscape areas, trimming of shrubs, application of pesticides, hardscape areas, litter collection and disposal. A separate document will be attached with the replacement price of materials and labor. The CROA representative that is stated in the below document consists of GrandManors or Management company's Service Area Manager, Service Area Administrative Assistant, Community Manager, Operations Manager and or any other employee of GrandManors or Management company.

**Please sign to acknowledge that you have read item and understand each item in its entirety.**

- CROA reserves the right to award contracts for all work which requires a separate bid process based upon the nature of the work and its anticipated costs.

Please sign acknowledging. Signature: \_\_\_\_\_

- Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of all turf, plant material, beds, planters, hardscape, and irrigation systems. A report listing all items which do not meet the specifications of this Scope of work must be submitted to the CROA Service Area Representative of GrandManors.

— Please sign acknowledging. Signature: \_\_\_\_\_

- Deficiencies noted within the report will be reviewed by the CROA Representative for verification and actions required. Upon approval by the CROA Representative, either the deficiencies will be corrected or documented to not become the responsibility of the Contractor to address without additional compensation.

Please sign acknowledging. Signature: \_\_\_\_\_

- After the thirty (30) day audit period has expired and for the duration of the contract, Contractor shall assume responsibility for all unreported maintenance deficiencies, including materials and labor.

Please sign acknowledging. Signature: \_\_\_\_\_

### WORK SCHEDULE

- The Contractor shall accomplish all normal work required under this contract between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday, excluding holidays. The CROA Representative may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions shall be commenced before 8:00 a.m. and after 7:00 p.m. Work will be scheduled so that it will not disrupt the functions and normal day-to-day operations of the parks and the areas located within them. No work will be performed on weekends without prior written approval of the CROA Representative.

Please sign acknowledging. Signature: \_\_\_\_\_

- The Contractor shall provide the CROA Representative with a monthly calendar of work schedules 5 days prior to the 1st day of each month. Schedules must include the name of the Supervisor(s) who will oversee the work performed, and the telephone number(s) by which to contact him/her.

Please sign acknowledging. Signature: \_\_\_\_\_

- The work schedules must reflect adequate time for completion of all routine work activities on a daily, weekly,



## Celebration Residential Owners Association, Inc. (CROA)

and monthly basis, as well as seasonal work activities on an annual basis which comply with the specification requirements indicated throughout this document. **The schedule shall also indicate any special work assignments i.e., pesticide application, tree trimming, plant / turf replacement, mulching, etc.**

Please sign acknowledging. Signature: \_\_\_\_\_

- Failure to submit schedules within the time frame specified shall result in a penalty of \$100 per occurrence, per schedule for each calendar day until schedules are received.

Please sign acknowledging. Signature: \_\_\_\_\_

Contractor shall complete all work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor and approved by the CROA Representative. **All scheduled work NOT completed during the week scheduled shall be reported to the CROA Representative in writing by 4:00 PM Friday of the same week.**

Please sign acknowledging. Signature: \_\_\_\_\_

### TERM OF CONTRACT

- The term of this Agreement shall be January 1, 2023, through December 31, 2026, with the option to renew for two (2) additional one (1) year periods. The prices proposed by the Contractor shall remain fixed and firm for the duration of the Agreement.

Please sign acknowledging. Signature: \_\_\_\_\_

- Prior to each renewal period, Contractor will be evaluated based on their performance.

Please sign acknowledging. Signature: \_\_\_\_\_

- 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 landscaping systems as outlined within this scope.

Please sign acknowledging. Signature: \_\_\_\_\_

- The following specifications are set as the minimums to achieve the desired healthy and attractive landscaping within the community. **“Please find the landscaping guidelines attached”.**

Please sign acknowledging. Signature: \_\_\_\_\_

## OPERATIONS AND COMMUNICATIONS



**SITE CLEANLINESS AND CONDITION**

- 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.
- Cleanup of trash and debris shall be performed on all workdays throughout the year.

Please sign acknowledging. Signature: [Signature]

**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.

Please sign acknowledging. Signature: [Signature]

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

Please sign acknowledging. Signature: [Signature]

**MEETINGS**

- **The Contractor shall meet with the CROA Representative on a weekly basis.** Such meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving such issues, review of schedule and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the CROA Representative or the Contractor. **The CROA Representative shall provide the location, date, and time of meeting.**

Please sign acknowledging. Signature: [Signature]

- Contractor shall provide a representative to attend the monthly meeting of the CROA Board of Directors meetings and shall be able to respond to any questions the Board may have as to the day-to-day activities at the project site pursuant to this scope of work.

Please sign acknowledging. Signature: [Signature]

**QUALITY CONTROL**



## Celebration Residential Owners Association, Inc. (CROA)

- The CROA Representative, or his designated representative, shall be the sole judge as to the adequacy and quality of maintenance. To ensure consistent quality of the work being performed, the **CROA Representative may inspect all areas covered by this contract while or after work is scheduled to be performed.** Any deficiencies shall be recorded and submitted to the Contractor for review and corrective action. Within the three (3) workdays, the CROA Representative shall re-inspect the deficient area and any deficiencies not corrected shall result in the value of the work deducted from the monthly payment to the Contractor. The bid prices quoted by the Contractor unit pricing and/ or Extra Work Pricing Sheets shall be used to determine the dollar value of any deficiencies.

Please sign acknowledging. Signature: \_\_\_\_\_

- Within three (3) workdays (72 hours) after being notified by the CROA Representative in writing of defective or unacceptable work, should the Contractor fail to correct such work, CROA may authorize the unacceptable or defective work to be corrected. If CROA corrects the work, CROA shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work including an administration fee per occurrence. If the corrective work cannot reasonably be completed within such three (3) day period, and the Contractor had begun corrective work, and CROA reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, CROA agrees to allow Contractor to complete correction of the defective or unacceptable work beyond the three days.
- As this scope of work is for residential properties, it is required that more attention to detail will be given to each service area.
- The Contractor will make weekly in-person visual reviews of the entire site with focus on current conditions and the Contractor's performance. The Contractor will make any needed repairs and immediately.

Please sign acknowledging. Signature \_\_\_\_\_

### REPORTS

- A weekly maintenance report shall be generated by the Contractor and submitted via email to the CROA representative outlining potential problem areas and the contractor's proposed corrective action, upcoming work approval requests, coordination, scheduling, etc. **These will be due each Friday by 9:00 AM, so the service area manager can send the report to the community by end of day each Friday.**
- The contractor shall address and respond to all Celeservice postings, as submitted by residents and staff during daily work hours, provide updates utilizing the Celeservice App.

Please sign acknowledging. Signature \_\_\_\_\_

### SUBCONTRACTING

- The Contractor may subcontract certain procedures or operations only with the written approval of CROA. Proof of proper licensing and insurance must be provided to CROA prior to final approval. The Contractor is held responsible for any work performed by any subcontractor engaged.


Please sign acknowledging. Signature \_\_\_\_\_

### WORKFORCE




## Celebration Residential Owners Association, Inc. (CROA)

- The Contractor employees shall be dressed in a uniform fashion with company identification. Vehicles as well should be clearly identified. A professional appearance should be maintained.

Please sign acknowledging. Signature: 

- Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors always.


Please sign acknowledging. Signature: 

- 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 CROA hereby acknowledges that the Contractor only employs individuals who are legally authorized to work in the United States the Contractor employ individuals who are not legally authorized to work in the United States, it is understood that CROA 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.

Please sign acknowledging. Signature: 

### KEYS/ACCESS CARDS

- CROA will issue such keys and access cards as necessary for access to the work area. Contractor must assume full responsibility for theft or loss of said keys and cards and must pay for re-keying ALL locks operated by these keys or the replacement cost for access cards. Keys must not be duplicated.

Please sign acknowledging. Signature: 

### LOST&FOUND

- The contractor must ensure that articles found by its employees and/ or sub-contractors are returned to the CROA Representative or Town Hall upon discovery.

Please sign acknowledging. Signature: 

### PARKING

- Contractors' 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.

Please sign acknowledging. Signature: 

### SUPERVISION



## Celebration Residential Owners Association (CROA)

- The Contractor shall provide supervision of all maintenance and or repair work being performed during the time of service” no exceptions”. Supervisors shall be able to communicate problems to the CROA Representative at any time and shall be always easily accessible to the Representative by cell phone. CROA shall be notified of any change in supervisory personnel.

Please sign acknowledging. Signature: \_\_\_\_\_

- A monthly walk through with the CROA Representative and contractor shall be performed to cover work being accomplished, special needs or concerns, and other related information. If needed, additional supervision or a change of supervisory personnel will be requested should contract performance fall below the acceptable standard.

Please sign acknowledging. Signature: \_\_\_\_\_

### ADDITIONAL WORK

- From time-to-time additional work may be requested of the Contractor by the CROA Representative. A cost estimate, schedule, and other determining information may be required before approval of work is granted. Each situation will be considered on a case-by-case basis. All additional work shall be completed according to approved schedule.

Please sign acknowledging. Signature: \_\_\_\_\_

### CHANGES

- It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications, or as amended by the CROA Representative. 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 CROA Representative. CROA does reserve the right to deny 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.


Please sign acknowledging. Signature: \_\_\_\_\_

### SATISFACTORY PERFORMANCE

- It is estimated that the frequency and guidelines set forth in this scope 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.
- 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 may be replaced at the CROA Representatives direction at no additional cost to the Contractor. Any reported damage should be reported to the CROA Representative in the weekly report.
- Any damage to walls, landscape, lighting, fencing, resident belongings, or hardscape features by the Contractor shall be repaired by the appropriate tradesmen initiated though the CROA Representative so all warranties remain effective. All billing for said repairs will be directed to the Contractor responsible for said area and cost of repairs.



## Celebration Residential Owners Association (CROA)


Please sign acknowledging. Signature: 

- The Contractor will be graded on a scale from 1-3 where 0 is "Unacceptable" and 3 is "Excellent". If the Contractor scores below a two on a weekly audit, they have three business days to fix the unacceptable item. If the contractor scores an overall two or lower three times during the contract, an action plan of correction will be required and could lead to cancelation of contract. "Please find the inspection form utilized attached".


Please sign acknowledging. Signature: 

### MAINTENANCE FOR VISIBILITY AND SAFETY


- All landscaping shall be maintained in a manner that allows clear passage of vehicles in all roadways and pedestrians along sidewalks and designated pathways, provides open visibility where necessary for safety, and does not obstruct lighting or signage.

Please sign acknowledging. Signature: 


- Clear visibility in both daytime and nighttime is of the utmost importance for parking areas, driveways, and at intersections of all types.

Please sign acknowledging. Signature: 

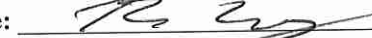
- Trees and shrubs shall not be allowed to grow into or over sidewalks, cart paths, public or private streets, driveways, alleyways, or parking areas in any way that conflicts with the safe passage of pedestrians and vehicles.

Please sign acknowledging. Signature: 

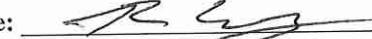
- A minimum of ten (10) feet vertical clearance shall be maintained. This shall be increased to fifteen (15) feet on all streets where necessary for the passage of taller vehicles, such as vans, buses, emergency vehicles or trucks-in areas which must be accessed by such vehicles.

Please sign acknowledging. Signature: 

- In general, hedges and shrub masses shall be maintained at a maximum height of three (3) feet in all areas where views must be maintained for safety of vehicular and pedestrian traffic Contractor must visually inspect the site (doing so on a routine basis) to determine whether safe visibility requires maintenance at a lower height, in any given situation.

Please sign acknowledging. Signature: 

- Individual plants or specimens which do not specifically impede safe visibility may conform to the other applicable standards of these specifications provided in the Celebration Landscaping Architectural guidelines. Trees near light poles shall be maintained as they grow to avoid impeding safe light levels, to the greatest extent possible.


Please sign acknowledging. Signature: 

- Pruning of all landscaping shall comply with the proper techniques based on the type of plant material. But in all cases, ensuring safe visibility shall be the prevailing objective.  
Prune and maintain all-natural vegetation back five (5) feet or more from edge of turf, sidewalks, fence lines and parking areas.






## Celebration Residential Owners Association (CROA)


Please sign acknowledging. Signature: 

- Where natural wooded areas adjoin the finished turf areas and landscape beds, a buffer zone of at least three (2) feet shall be maintained with herbicide and or mechanical means.

Please sign acknowledging. Signature: 


### TURF MAINTENANCE

- Appropriately sized equipment shall mean the use of 22" – 32" commercial push mower for areas within all fenced yards and for all turf areas which are less than (4') four feet in width. This requirement will be strictly enforced.

Please sign acknowledging. Signature: 


### BAHIA, ST. AUGUSTINE & ZOYSIA TURF

- Mowing of all Bahia, St. Augustine and Zoysia turf areas shall be performed on a weekly basis during the normal growing season (March through October). During the months of November through February 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 always promote healthy and continued growth as well as proper appearance.
- Zoysia grass should be mowed with a walk- behind- mower with a bag to collect clippings which is better and actually quicker in the small spaces than a rider.


Please sign acknowledging. Signature: 

### BERMUDA TURF

- Bermuda turf shall be cut two (2) times per week during the months of March through October and one (1) time per week November through February unless abnormal conditions arise. The turf shall be mowed at a frequency to always promote healthy and continued growth as well as proper appearance.

Please sign acknowledging. Signature: 

- REEL mowers MUST be used to maintain Bermuda Turf. Any exceptions to this requirement must have prior approval if the CROA Representative.


Please sign acknowledging. Signature: 

- Mowing patterns shall be varied to minimize wear areas from tires and slippage.
- Mowing height shall be based on season and what is horticulturally correct for turf type and location. Please see chart below.

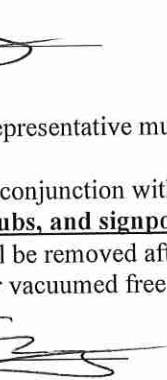


# Celebration Residential Owners Association (CROA)

Turf Type	Height (inches)	Frequency (per year)	Mower Type
Bahia grass	3.0 - 4.0	42	Rotary
Bermuda grass	0.5 - 1.5	88	Reel
St. Augustine grass	2.5 - 4.0	42	Rotary
Zoysia grass	1.5 - 2.5	42	Rotary


Please sign acknowledging, Signature: 

- If a change in height of cut is considered, the CROA Representative must approve such change, in writing, prior to any height adjustment.
- 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, and signposts due to the use of line trimmers is not acceptable**
- 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.


Please sign acknowledging, Signature: 

## 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, parking lot islands or residential yards by the mowers.

Please sign acknowledging, Signature: 

- In areas with parking lots associated with the landscape maintenance, leaves and debris are to be either raked or removed with a vacuum. **Leaves are not to be blown into landscape beds or down storm drains.** If the condition of turf declines due to failure to remove accumulated leaves in a timely manner, the Contractor is responsible for replacing **the turf**.
- Leaves are to be blown away from the structure of the homes and not blown towards the homes causing buildup in the hedges, landscaping beds or on porches.

Please sign acknowledging, Signature: 

## LEAVES -SEASONAL

- The months of **December through April** leaves, acorns and debris must be removed from all landscape beds, turf, and hardscape at all Service Areas on Friday and Tuesday basis each week. The curbs and streets adjacent to each location are included as part of this scope. Removal by vacuum is preferred however, raking, blowing and manual removal will be allowed. No Leaves are to be left in landscaping beds, turf, sidewalks, and roads.

Please sign acknowledging, Signature: 

## EDGING

- All necessary edging operations shall be performed routinely to trim the turf and maintain a well-groomed appearance for all



## Celebration Residential Owners Association (CROA)

sidewalks, curbs, plant beds, drainage structures, irrigation valve boxes, splice boxes, gate valve boxes, water meter boxes, and other such interfaces between turf and different surfaces.

- Bed lines shall be edged to conform to their original design intent, with adjustments being made periodically for the plant growth.
- Edging shall occur in conjunction with each mowing cycle. Grass runners shall not exceed one inch in length along sidewalks, curbs, pavements, planting beds, and other such edges.
- Upon completion of edging operations, the turf edge shall be neat, clean, and approximately 1/2 inch from the edge of any pavement, with a minimum depth of 2 inches.
- All paved areas and mulched beds shall be free of dirt, clippings, and debris after work is completed.

Please sign acknowledging. Signature: [Signature]

### DISEASE AND PEST CONTROL

- All turf varieties shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists. Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.
- Fertilizers and chemicals should be kept off walls of homes to avoid stains

Please sign acknowledging. Signature: [Signature]

### WEED CONTROL

- 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 (90%) weed free turf shall be expected.

Please sign acknowledging. Signature: [Signature]

- 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.
- If the use of chemicals is not working in landscaping beds, it will be required to hand pull weeds as needed.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: [Signature]


### FERTILIZATION – TURF

- A soil fertility and pH test shall be performed by the Contractor twice a year January and June from several representative areas in the turf and landscape beds at all locations to help determine the analysis of the product to use in the fertilizer application programs. Copies of these test results must be provided to CROA, with tested locations each time they are




## Celebration Residential Owners Association (CROA)

performed.

Please sign acknowledging. Signature: 

### ST. AUGUSTINE & ZOYSIA

- There should be a minimum of four (4) applications of a complete, acid-forming turf fertilizer applied to Zoysia and St. Augustine turf per year.
- February (After February 15th): (Zoysia and St. Augustine) A standard non-burning complete turf fertilizer containing a minimum of 30% to 40% of the Nitrogen in a controlled release form such as sulfur coated, or polymer coated sulfur coated urea. There should be a minimum of 4% Iron, 6% sulfur, and 2% each of Magnesium and Manganese. A lesser amount of Iron will be acceptable if it is in a chelated form. The fertilizer shall be applied at 1 pound of actual Nitrogen per 1000 Square feet of turf.
- May: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- August: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- October: (St. Augustine) Analysis should be determined by soil test results and recommendations.
- November: (Zoysia) Analysis should be determined by soil test results and recommendations.
- If these recommendations fail to keep the turf a consistent acceptable green color, a soil test should be performed, and the fertilizer blend adjusted accordingly. If the fertilizer does not keep the turf an acceptable green color between applications during the growing season, it may be necessary to provide an extra application of Nitrogen and/ or Iron to provide suitable color and may be requested by the owner. This will not be considered an extra to the contract.
- All turf fertilizers should be watered immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Contractor will also be responsible for sweeping or blowing fertilizer off all walkways, parking lots, roadways, and any affected paved area such as residents' porches. Special attention should be taken to ensure that fertilizer does not enter any stormwater retention or drainage feature.

Please sign acknowledging. Signature: 

### BAHIA TURF

- There should be two applications of complete commercial turf fertilizer to Bahia grass areas per year.
- March: A standard, non-burning complete turf fertilizer such as 16-0-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product)
- September: 9-2-24 with 6% iron, 8 to 10% Sulfur, and 2% each of Magnesium and Manganese at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product) This will help with winter cold tolerance.
- If yellowing occurs in between fertilizer applications, a liquid application of 12-0-0 with iron at the label rate, or another chelated iron source should be applied.
- All chemical applications shall be performed by trained, licensed operators in accordance with applicable local, state, and federal regulations, safety standards, and the manufacturer's instructions.
- All fertilizer shall be thoroughly watered in after application.

Please sign acknowledging. Signature: 

### BERMUDA TURF - HIGH" DEMAND MAINTENANCE SCHEDULE



## Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
1	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
2	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
2	0-0-50 Potassium Sulfate	150Lbs/ Acre
2	Pre-Emergent	Per label rate full coverage
3	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
3	Round-up clay areas and fence lines	
3	Weed control post-emergent	Per label rate full coverage
4	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
4	Round-up clay areas and fence lines	2% Solution
4	Deep Tine Aerify	
4	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
4	Verti-cut	3/4"deep with 2" spacing
4	Chelated Iron 12-0-0	
5	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
5	Round-up clay areas and fence lines	2% Solution



## Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
6	0-0-50 Potassium Sulfate	150lbs/Acre
6	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
6	Aerate 3/4" coring tines 3"-4" deep	
6	Weed control post-emergent	Per label rate full coverage
6	Round-up clay areas and fence lines	2% Solution
6	Heritage Application	Per label rate full coverage
7	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
7	Round-up clay areas and fence lines	2% Solution
8	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
8	Round-up clay areas and fence lines	
8	Pre-M	Per label rate full coverage
8	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
9	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
9	0-0-50 Potassium Sulfate	150Lbs/ Acre
9	Round-up clay areas and fence lines	2% Solution
9	Aerate 3/4" coring tines 3"-4" deep	
9	Weed control post-emergent	Per label rate full coverage
10	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
10	Round-up clay areas and fence lines	2% Solution
11	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	Round-up clay areas and fence lines	2% Solution
12	Deep Tine Aerify	

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### GROUND COVER AND SHRUB MAINTENANCE

#### SHRUBS

(Indian Hawthorn, Holly, Viburnum, Boxwood, and similar woody ornamentals)

- These shrubs shall be pruned only as necessary to maintain their natural habit and growth at specified heights, to remove excessive growth, and to maintain a natural, informal appearance. Individual plants shall be allowed to grow together into one mass, never shaped as individual plants.
- As the shrubs mature, individual plants should not be apparent; plants shall be allowed to grow together in a “soft”, informal, and un-sheared mass.
- At no time shall any shrubs be allowed to impede safe visibility for pedestrians and vehicles.
- Maintain most shrubs in pedestrian and parking areas for safety and visibility, usually about 36" +/-, but always as dictated by the circumstances in any specific location. Where larger shrubs are used for screening of specific features, their ultimate heights shall be dictated by the purpose for which they have been used in the plan, and they shall be allowed to reach the effective height and density necessary to serve that purpose. In no instance, however, shall any shrub be allowed to obstruct visibility for traffic and pedestrian safety.
- Use hand clippers to remove odd, long, or undesirable branches, keeping the shape natural and uniform. Do not prune masses into geometric forms by hard shearing.
- Per Celebration ARC guidelines, Hedges must be trimmed below the windowsills and below decorative trim along the top of the walls; Exceptions might include garage windows which are too close to the ground.
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12”.

Please sign acknowledging. Signature: \_\_\_\_\_

#### HERBACEOUS "GRASSY" SPECIES

(Society Garlic, Lily-of-the-Nile, Liriope, and similar species)

- These groundcovers shall be allowed to grow to their natural height and width; pruning is not necessary. Cultivate to achieve dense mass; maintain separation between groundcover and adjacent plant materials.
- Spent flower heads shall be removed regularly, as required for best appearance.
- If more than 50% of a plant is frost damaged, cut back to remove all dead or damaged foliage after last frost.
- Contee palms, Agapanthus, Liriope, Iris, and other plants that are chosen for the display of their leaves should be thinned to remove excessive growth that encroaches over onto walkways or out of their place in the landscape design and never edged or sheared
- Contractors must not trim buds before they have had a chance to bloom.

Please sign acknowledging. Signature: \_\_\_\_\_

#### WOODYGROUNDCOVERS

(Parson's Juniper, Blue Pacific Juniper, Lantana, and similar species)

- These groundcovers shall be allowed to grow together to form full, natural, informal masses, maintaining separation between adjacent plant materials.
- Prune to maintain height at 18" to 24" or as otherwise appropriate for the species, and to prevent masses from overgrowing curbs, sidewalks, and bed edges. Do not allow masses to become overgrown, requiring extensive pruning.
- Depending on degree of possible cold damage, cut back as required after last frost to achieve intended growth.



## Celebration Residential Owners Association (CROA)


- Do not prune masses into geometric forms by hard shearing.
- Where plants are adjacent to curbs, sidewalks and bed edges, prune edge of mass back in a natural, informal shape; do not shear vertically.
- Contractors must not trim buds before they have had a chance to bloom.

Please sign acknowledging. Signature: 

### GROUNDCOVERS

(Dwarf Confederate Jasmine, English Ivy, and similar species)


- Cultivate vining groundcovers to achieve dense, entwined masses; maintain separation between groundcover and adjacent plant materials, by edging and/ or pruning.
- Some species, such as Dwarf Confederate Jasmine, once grown in to full and dense coverage (which may take 2 or 3 years for some species), may be trimmed at a height of 6" periodically to maintain a dense and consistent level of coverage.
- Do not shear masses vertically where adjacent to curbs, bed edges, drainage structures, valve boxes, meter boxes, and other such interfaces. Prune exposed edge of mass back at a maximum 45-degree angle from horizontal, in a natural, informal shape.

Please sign acknowledging. Signature: 

### ACCENT PLANTS

(African Iris, and similar species used as accents)


- Accent plants should only be trimmed as necessary to remove excessive growth, and shoots, while maintaining a natural, informal appearance. As the plant matures, the plants shall be maintained at the intended height of the accent feature, not allowed to become overgrown or invasive.
- Use hand clippers to remove odd, long, or undesirable shoots, and to remove outer pups or shoots from overgrown clumps, keeping the shape natural, loose, and uniform. Do not shear.
- Accent plants that are damaged by the frost shall have all the damaged foliage removed and in such cases the damage affects the entire plant, it shall be cut back to the ground after the last frost.

Please sign acknowledging. Signature: 

### ORNAMENTAL GRASSES

(Cordgrass, Muhly Grass, Fountain Grass, and similar species)

- Ornamental grasses shall be maintained at their natural height and width.
- To achieve best form and appearance, loose, brown, and dead foliage shall be removed the months of February through March prior to new spring growth. Sever pruning to the ground is not an acceptable practice and as a result will require replacement at the Contractors expense upon discovery.

Please sign acknowledging. Signature: 

### PRUNING OF GROUND COVER AND SHRUBS

- Plant materials and tree limbs must be kept trimmed away from multi-modal transportation paths and sidewalks and at no time should be allowed to encroach on these areas.
- Special attention to areas around landscape lighting fixtures shall be given not only to promote lighting effect, but the protection






## Celebration Residential Owners Association (CROA)


of fixtures themselves from damage.

- Shrubs located under windows should be trimmed to the bottom of the window ledge leaving the window trim detail visible.
- All shrubs around the AC units/ equipment should be trimmed to screen the unit without impeding the use. Shrubs along privacy fences should be maintained to the bottom of the top rail leaving the top rail visible. Shrubs along a picket fence should be maintained to the top rail of the fence leaving the top picket details visible.
- Contractors must not trim buds before they have had a chance to bloom.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12”.
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- A Hard pruning of Ligustrums and Burberry trees will be necessary to be kept below 10’ and also a hard pruning of camellia bushes.

Please sign acknowledging. Signature: 

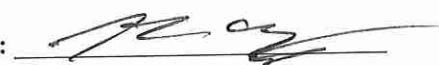
### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- When five (5%) of any individual plant material shows signs of disease, curative action must be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Non-targeted plant material damaged because of improper chemical applications must be replaced upon discovery at the Contractors expense.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: 

### FERTILIZATION OF GROUNDCOVER AND SHRUBS

- Shrubs and groundcovers shall be fertilized four (4) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. This shall be applied in March, May, July, and October at ½ cup per small shrub, 1 cup per large shrub, or 15 to 30 pounds per 1000 square feet of plant bed, depending on the spacing, type of plants, and product used. Fertilizer shall be broadcast evenly over the entire root zone, and care shall be taken to avoid accumulation of fertilizer granules on leaves, crowns, etc.
- The fertilizers should be watered in immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Special attention should be taken to prevent any fertilizer from being blown, swept, or otherwise ending up in any parking lot or roadway storm drain. Any fertilizer that ends up upon any non- target area or hard surface shall be removed and applied to a target area.

Please sign acknowledging. Signature: 




## Celebration Residential Owners Association (CROA)

### TREE MAINTENANCE


#### CRAPE MYRTLES

- Crape Myrtles shall be maintained with an open, natural crown. The natural branching structure shall be maintained, light pruning only to promote healthy, natural development form, size, and width.
- As trees mature, a clear trunk height of 8.5' minimum shall be maintained.
- Canopies shall in no case be allowed to deter safety and visibility in traffic situations.
- Light pruning should be performed to remove seed pods as they form to promote re-flowering. Contractor should remove most remaining seed pods in Fall/Winter, where overall height allows this to be done safely. No branches larger than 1/2" in diameter, or more than 24" of the current year's growth shall be removed.
- Topping, heading cuts or trimming back to knobs is not permitted. Proper reduction cuts may be made in some instances with the approval from the CROA Representative.
- All Branches shall be pruned that impede pedestrian walkways and all alleyways.
- Pruning shall be completed twice a year, once in the Fall/ Winter and once late spring.

Please sign acknowledging. Signature: 


#### PALMS

- Palms shall be pruned once the fronds have dropped to an 8:00 o'clock to 4:00 o'clock angle. The Contractor shall remove the fronds to a maximum 10:00 o'clock to 2:00 o'clock angle and all seed and emerging seed pods will be removed. Pruning of palms shall occur minimum of (3) times per year between the months of March through October.
- All Phoenix species will be pruned to a maximum 9:00 o'clock to 3:00 o'clock angle.
- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

Please sign acknowledging. Signature: 


#### LIGUSTRUM TREES

- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

Please sign acknowledging. Signature: 

#### NELLIE STEVENS HOLLY AND RELATED SPECIES

- These trees shall be maintained to have thick and dense foliage. They should only be pruned to promote health, and natural development form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.

Please sign acknowledging. Signature: 



## Celebration Residential Owners Association (CROA)

### LIVE OAK AND RELATED SPECIES

- Live Oaks and related species are to be maintained to have thick dense foliage. They should only be pruned to promote healthy and natural development form. Pruning shall be kept at a minimum.
- As trees mature, only remove necessary lower branches to maintain the natural normal form of the tree, and to allow for necessary maintenance.
- The tree shall have 2/3 canopy and 1/3 clear trunk.
- All limbs that are pruned back to the main trunk or central leader shall be cut at the collar, but not damaging the collar.

Please sign acknowledging. Signature: \_\_\_\_\_

### MAGNOLIAS

- Magnolias shall be maintained to have thick and dense foliage. They should only be pruned to promote health and natural form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.
- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood. To encourage full and dense foliage, **prune lightly in the fall** or early spring (**before the spring flush**), by removing 6" to 10" of foliage in appropriate areas and trimming leggy branches, to promote natural shape and form. **The central leader shall not be removed.**
- Branches shall be maintained away from structures and maintained to not extend into alleyways, sidewalks and pedestrian areas.

Please sign acknowledging. Signature: \_\_\_\_\_

### ALL TREE SPECIES

- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood, or to provide visibility. Contractor shall be responsible for pruning up to the first fifteen (15) feet of trees as needed to maintain a natural and healthy appearance. All Trees should maintain a (5) feet clearance from any structure or townhome/residence.
- All broken limbs or debris resulting from winds, storms; or other causes shall be removed promptly, or immediately if impeding safety.
- Pruning cuts shall be clean and smooth with no rough or torn bark or wood remaining.
- 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 and will require replacement at the Contractors expense upon discovery.
- Pruning of all trees needs to be maintained year-round to specifications.


Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)


### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Areas treated shall have

Please sign acknowledging. Signature: 

### FERTILIZATION OF TREES

- Proper fertilization for the varied trees shall be performed three (3) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. Fertilizer shall be broadcast evenly over the entire root zone out to the drip line. Applications shall be at the labeled rate on the bag, and applied in March, June, and September.
- Palms shall be fertilized three (3) to four (4) times per year with a fertilizer with an analysis of 8-2-12 plus 4% Magnesium (Mg.) and 2% Manganese (MN) and 0.10% to 0.15% Iron (Fe), Zinc (Zn), Boron (B), and Copper (Cu). One hundred percent (100%) of the Nitrogen (N), Potassium (K), and Magnesium (Mg.) should be in controlled release form, while all the micronutrients except Iron (Fe) should be in Sulfate form. Two percent (2%) Iron (Fe) from Iron Sulfate can substitute for 0.15% Iron (Fe) from chelated forms. (EDTA, DTPA, etc.). This product is to be applied at the rate of 1.5 pounds per 100 square feet of palm canopy or bed area, or 15 pounds per 1000 square feet.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: 

### FLOWER BED MAINTENANCE

- Annual flower beds shall be maintained in a fashion to allow for a full, colorful appearance always throughout the year. Beds shall be kept free of spent flowers, weeds, and debris.
- Shrubs and turf surrounding annual beds must be trimmed to keep them from encroaching on the annual flowers and reducing the bed size. The original size of the beds and the annual flower count as described must remain the same.
- 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 appearance.

Please sign acknowledging. Signature: 



## Celebration Residential Owners Association (CROA)

### WEED CONTROL

Beds are to be kept free of weeds, landscape debris and trash. Hand weeding shall be done as necessary. The use of pre-emergent and selective herbicides is required for all Annual Flower beds.

Please sign acknowledging. Signature: \_\_\_\_\_

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

### PESTICIDE USE SPECIFICATIONS

- Contractor shall have extensive knowledge and experience developing and implementing Integrated Pest Management Programs (IP: tvf) and shall develop, implement, and adjust an IPM program for all sites included in this contract.
- All pesticide applications are to be made by or under the supervision of a person or persons with appropriate valid licenses, permits or certificates issued pursuant to all applicable Federal, State, or local laws or regulations. Said person or company is to be currently registered to conduct a pest control business in the State of Florida and the County of Osceola.
- Pesticide applications are to be made in strict compliance with the product label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency.
- Within thirty days of the award of contract, and/ or prior to the actual start of work, Contractor shall supply to the CROA Representative a list of all chemicals proposed to be used in the fulfillment of said contract. No "generic" chemicals shall be allowed for substitution purposes, unless approved by the CROA Representative.
- The most current specimen labels and Safety Data Sheets for all listed chemicals shall be supplied at this time and Copies of both the P.C.A. recommendations and applicable Pest Control Advisor and Qualified Applicator Licenses or Qualified Applicator Certificates, shall be submitted. All above-mentioned items shall be resubmitted in January of each year the Contract is in effect.
- CROA shall be notified in writing of any changes or deviations from the above list. Application of deviated materials shall not be made prior to approval by the CROA Representative.
- A five-working day notice in writing shall be given to CROA prior to any pesticide application so the notice can be communicated to the residents in advance. Notice shall include name of chemical, area to be treated, rate of chemical, method of application, date and time of day application is to be performed. CROA must give written consent prior to application of any Category I, or restricted use, pesticide.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets


Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### REFUSE CONTROL

- Areas within the project limits shall be kept free of litter and refuse (trash, cans, paper, bottles, cigarette butts, etc. and accumulations of leaves, dirt, and branches) always.
- Policing and litter pickup shall occur as often as necessary to ensure a clean, litter-free appearance.

Please sign acknowledging. Signature: 


### REPLACEMENT OF PLANTS TO MAINTAIN DESIGN INTENT

- No changes or additions of plant materials, and no changes or additions to the design or layout of the landscaping shall be made without review and approval of CROA.
- Any tree, palm, shrub, or groundcover plantings which die, or which are damaged or decline to the extent of affecting the overall appearance of the project, shall be replaced promptly with the same species in a size which reasonably matches the plant it is replacing, to preserve the design intent and appearance of the landscaping.
- Any tree or plant which is abusively pruned in noncompliance with these specifications shall be replaced by the same species in a size which reasonably matches the plant it's replacing.
- **The Contractor shall be responsible for the full cost of such replacements where required due to incorrect maintenance (abusive pruning, fertilizer burn, etc.) or to inadequate maintenance (disease, pests, fungus, irrigation negligence, etc.). The Service Area/CROA shall be responsible for the full cost of such replacements only due to damaging acts by others, acts of God, and/ or other circumstances not attributable to actions or inactions of the Contractor.**
- If the plan included annuals or perennials, replacements shall be made on a seasonal basis, or whenever required, to maintain an acceptable year-round effect. Conversion of bedding plant areas to other landscape plants shall be subject to review and approval by CROA.

Please sign acknowledging. Signature: 

### PLANT GUARANTEE AND/OR REPLACEMENT POLICY

- Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.
- All replacement plants shall be inspected and approved by CROA prior to installation. All landscape improvements or repairs shall conform to the Celebration Residential Owners Association, Inc. Landscape Specifications and Details.
- The Contractor must assume the maintenance responsibility and warrant future landscape improvements, new installation and refurbishment of existing landscape as specified within this scope.
- The Contractor and the CROA Representative will conduct an inspection of said landscape prior to final acceptance by CROA.
- Contractor shall submit an inspection report to the CROA Representative within 3 days following the inspection which must list all concerns and recommendation to correct. If said inspection report is not submitted as required, Contractor must accept and assume the plant replacement warranty for the remainder of the contract term without consideration of compensation.
- Any issues discovered during the inspection process will be corrected based on plant health.


Please sign acknowledging. Signature: 



# Celebration Residential Owners Association (CROA)


## MULCHING

- All plant beds and tree rings shall be maintained with an adequate and neat layer of Cocoa Brown Hardwood Mulch or Pine Straw if approved by ARC and shall not exceed 3" in depth. **Mulching shall occur twice per year during the months of April and September/ First week of October depending on the request of the individual service area.**
- **(ALL Service Area Mulch must be installed by April 15th and October 1<sup>st</sup>).**
- Contractor will replenish mulch where disturbed due to mowing operations such as edge of landscape beds and tree rings. This shall have performed at no additional cost to CROA.
- Care should be taken during mulching to not cover landscape lighting, valves, junction boxes or other structures and components.
- Care shall be taken to avoid piling mulch around the plant crowns or trunks.

Please sign acknowledging. Signature: 

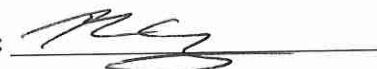
## IRRIGATION SYSTEMS

- The Irrigation Contractor / Technician(s) shall be Rain Bird Maxicom Certified and must submit proof of a minimum of 3 years' experience with Irrigation installation and maintenance including ESP-LXD Series Two-Wire Decoder Controllers, flow meter, rain gauge, soil moisture sensors and a good understanding of Evapotranspiration and the ability to utilize such knowledge for the benefit of a healthy landscape.
- Irrigation systems and components shall be monitored to ensure that proper coverage is always achieved. Contractor shall provide one dedicated and certified Irrigation Technician for every 300 zones.

Please sign acknowledging. Signature:  N/A

## IRRIGATION REPAIRS

- The Contractor shall be responsible for repair of all site irrigation beginning with the customer service valve; downstream from the water meter, all pressure main lines, or any equipment in line (flow meters, master valves, etc.), through lateral lines and sprinkler heads; including all irrigation controllers, weather stations, rain gauges, control, and communication wiring, wireless and air cards. Contractor shall notify CROA Representative of any main line failure within two (2) hours of occurrence.
- **The CROA Representative shall approve all repairs in advance. The Contractor shall notify the CROA Representative once repairs are completed and prior to back filling any repairs to allow for inspection. Once inspected, the CROA Representative will notify the Contractor to backfill the repair. If the open repair presents a hazard to the public the repair shall be back filled as authorized by the CROA Representative. Photographs of the repairs shall be submitted.**
- **Damage to irrigation systems caused by the Contractor shall be the responsibility of the Contractor to repair within 48 hours of occurrence, self-discovery, or notification by CROA.**
- All replacement parts and materials are to be same type and model as original installation unless a substitute is approved by CROA representative. Failure to do so shall result in a deduction from monthly payments. In addition, a performance deficiency notice shall be issued to the Contractor.


Please sign acknowledging. Signature: 



## Celebration Residential Owners Association (CROA)

### IRRIGATION SCHEDULING AND WATER MANAGEMENT

- Contractor shall be responsible for the programming and monitoring of irrigation controllers that are part of the Rain Bird centralized systems and any future cloud-based smart irrigation control systems. The Contractor shall be responsible for programming all standalone irrigation controllers.
- For changes to irrigations schedules controlled by the Central Irrigation Computers (Ivfaxicom) and any future cloud-based smart irrigation control systems the Contractor shall submit proposed irrigation schedules or a request to change a. schedule to the CROA Representative and the Celebration Community Development District Representative, two (2) days in advance of the needed change. The CROA Representative, using information provided by the Contractor, shall ensure the schedules are updated by the CCDD by the date requested.
- The Contractor shall perform inspections and repairs of all irrigation systems within contracted sites on the following schedule:

Please sign acknowledging. Signature: 

### Service Areas Inspection/Reports

- Irrigation inspection reports are to be completed One (1) time per month October - February & two (2) times month March – September. Detailed inspection report must be emailed to the CROA representative on the date that the inspection is completed.
- All inspections shall be included in the calendar work schedule submitted monthly.
- The Contractor shall be responsible for programming each non-centralized irrigation controller to run only on assigned watering days as required by the Enterprise Community Development District (ECDD). Failure to do so shall result in a penalty of \$100 per occurrence per irrigation controller for those observed to not be programed as required.
- CROA shall have final determination as to the appropriate programming of the Irrigation Controllers. Upon discovery, the Contractor shall immediately report any irrigation system malfunctions, vandalism or damage to the CROA representative. The Contractor shall be responsible for necessary repairs to irrigation controllers.
- The CROA Representative shall inspect and confirm any proposed repairs to irrigation controllers prior to commencement.
- The Contractor shall furnish CROA with copies of all invoicing and associated inspection report, with location, pricing and quantities listed, for all irrigation system repairs. Invoice and inspection reports must indicate the exact location of the repairs, the controller and valve number to be considered for payment.

### IRRIGATION SPECIAL PROVISIONS - WATER MANAGEMENT

- Contractor shall keep all controllers in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance.
- Contractor shall keep all controller enclosures in good working order. This includes cleaning door panels, vacuuming interiors, pest prevention-eradication, lubrication of hinges, locks, etc. Contractor is responsible for always securing the controller cabinet door.
- Contractor shall adjust all aspect of the irrigation systems to:
  - Provide optimum coverage of all landscaped areas.
  - Prevent or minimize runoff and/ or erosion.
  - Prevent or minimize water on roadways.
  - Match precipitation rates of all nozzles/heads.
  - Prevent, eliminate and/ or limit hazardous conditions.
  - Prevent "flood irrigation"; over irrigating one area to account for coverage deficiency in another area.





## Celebration Residential Owners Association (CROA)

- All system malfunctions, damage, and obstructions shall be recorded, and timely corrective action taken in addition to specified routine irrigation system testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported; daily, if needed.
- Contractor shall correct deficient irrigation systems and equipment as necessary following notification from the CROA Representative.
- Contractor shall notify the CROA Representative immediately any time an irrigation system is shut down for any reason.
- The Contractor shall have full responsibility to ensure watering requirements are met within each CROA site. Contractor's forces shall be capable of performing repairs, installations, and modifications of existing irrigation systems to adequately irrigate all landscaped areas.
- The Contractor must ensure that sprinkler heads are in good operational order, filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, nozzle and filter replacements shall be considered as included in the contract price and no additional compensation shall be allowed.
- All electrically operated valves shall close completely at the conclusion of the station-watering program. As needed, valves shall be cleaned, repaired and/ or replaced promptly to restore proper operation. As part of the base bid, valve boxes shall be kept clean of sand, debris, and silt to a depth of 2" below the bottom of the valve.

Please sign acknowledging. Signature: \_\_\_\_\_

### MATERIALS

- All replacement materials shall be original types and model materials unless a substitute is approved by the CROA Representative. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems. Contractor shall implement repairs in accordance with all warranties.
- Cost of materials invoiced to CROA, if not listed on the unit price sheet, shall be the Contractor's actual cost plus a maximum 15% markup. Labor shall be considered as included in total contract price and no additional compensation shall be allowed. All parts and material invoices must include a copy of the irrigation inspection report specific to each project category location.
- The cost of all replacement materials will be broken down and given in the contract that is submitted in the price of the proposal and shall remain the price given during the contract period.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### DISASTER/ EMERGENCY PLAN

- When a Hurricane Warning has been issued for the Central Florida area, the Contractor must turn off all irrigation systems immediately as directed by the CROA Representative. This is to include weekends and holidays. Once the Hurricane threat has passed, the Contractor shall ensure all irrigation systems are fully operational within 48 hours as directed by the CROA Representative.
- In the event of a declared emergency or disaster, Contractor shall provide debris removal services. Prior to mobilization for debris removal activities, Contractor shall provide CROA, in writing, hourly rates for personnel and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. (Contracted hourly rates will be included during the RFP process and effective during the contract period).
- Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- Disaster Recovery Assistance Services shall not exceed seventy (70) hours for each declared emergency/ disaster.
- Contractor shall maintain and supply CROA all the necessary and adequate documentation on all emergency/ disaster-related services to support reimbursement by other local, state, or federal agencies. (Including before and after pictures).
- CROA reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. CROA will not be held responsible for any loss incurred by Contractor because of CROA's election to terminate these activities pursuant to this paragraph.
- Once declared by the county that it is no longer under a hurricane, tropical storm and tornado warning, contractor must communicate with the CROA representative of when work will commence. Any fallen trees/debris that are causing a safety hazard or obstruction must be removed immediately.

Please sign acknowledging. Signature: \_\_\_\_\_


### INSURANCE; INDEMNIFICATION

- Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:
- Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and
- Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.
- All such insurance required shall be in companies and on forms acceptable to CROA and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to CROA. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to CROA. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.




## Celebration Residential Owners Association (CROA)

- Contractor shall defend (if requested by CROA), indemnify and hold CROA and its officers, directors, agents, employees and assigns harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement; or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

Please sign acknowledging. Signature: 


### COURTYARDS

- Some Townhomes in the Service Areas have maintenance that includes all the gated courtyards “unless the homeowner has requested, or the gated area is locked”. Many homeowners have installed pavers in most of the yard but any landscape in the ground must be maintained per this scope
- It is of importance that the landscaping crews close all gates once they have completed all service in the courtyards, ensure that the gate has securely latched.


Please sign acknowledging. Signature: 

### HOMEOWNER REQUESTS/INSTRUCTIONS

- Owners may ask for special care at their properties. We generally ask that any requests go through the Service Area Committee or the CROA office so there is maintenance consistency. CROA staff will confirm any requests or concerns for alternate maintenance of a unit.

Please sign acknowledging. Signature: 

I BRYAN CAUSK Have read the scope of work in its entirety and acknowledge and understand the guidelines and specifications that are required.

Signature 

Date 11/15/2022

## BID RESPONSE FORM

Company Name: JRSR LLC DBA Exquisite Lawn Care Contact: Brian Causey  
Email: brian@exquisitelawncare.com Phone: 407 719 5944

I Brian Causey, on behalf of Exquisite Lawn Care, submit the following bids as indicated below:

Please provide a bid price for the following items:

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Total price per calendar year of contracted services |
| <input type="checkbox"/> | Pricing Worksheet (example attached)                 |

**NOTE(S):**

When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in CROA's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.


All price information to be used in the RFP evaluation must be on this proposal form.

CROA reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

*"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully regarding all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with CROA in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor, and service necessary to complete the work covered by the RFP and Contract Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.*

*Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP."*

Executed by:

<u>Brian Causey</u>	<u>General Manager</u>		<u>11/15/2022</u>
Agent Name	Title	Signature	Date

***This document must be completed and returned with your Submittal***



# Celebration Residential Owners Association (CROA)

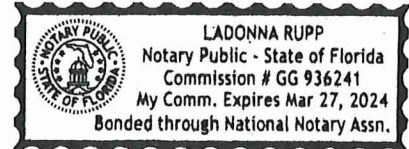
## CONTRACTOR'S AFFIDAVIT

State of Florida  
County of Osceola

Before me personally appeared Brian Causey who (title) is GM of (the company described herein) being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by CROA deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known or Produced Identification Florida Driver License

Sworn to and subscribed before me this 16 day of November, 2022



[Signature]  
NOTARY PUBLIC - STATE of FLORIDA  
(Signature of Notary Public)

Ladonna Rupp  
(Print Name of Notary Public)

*This document must be completed and returned with your Submittal*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Southern Insurance Group, Inc.</b> 1230 Oakley Seaver Drive, Suite 200 Clermont, FL 34711 License #: A133350	CONTACT NAME: <b>Cooper Johnson</b>	FAX (A/C, No): <b>(352)243-7000</b>	
	PHONE (A/C, No, Ext): <b>(352)243-9000</b>	E-MAIL ADDRESS: <b>cooper@insurewithsouthern.com</b>	
INSURED <b>JRSR LLC</b> DBA Exquisite Lawn Care 6905 Greengrove Blvd Clermont, FL 34714-8364	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Auto Owners Insurance</b>	<b>10190</b>	
	INSURER B: <b>Auto Owners Insurance</b>	<b>18988</b>	
	INSURER C:		
	INSURER D:		
	INSURER E:		

## COVERAGES

CERTIFICATE NUMBER: 80262724-781993

REVISION NUMBER: 32

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			72234538	02/27/2022	02/27/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> Hired/Non-Owned \$ <b>1,000,000</b>
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			5164137900	04/26/2022	04/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Celebration Residential Owners Associations</b> <b>C/O Grand Manors</b> <b>P.O. Box 803555</b> <b>Dallas, TX 75380</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

(CWJ)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/15/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> AP INTEGO INSURANCE GROUP 375 Woodcliff Drive Suite 103 Fairport, NY 14450	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No. Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> NorGUARD Insurance Company		31470
<b>INSURER B:</b> _____		
<b>INSURER C:</b> _____		
<b>INSURER D:</b> _____		
<b>INSURER E:</b> _____		
<b>INSURER F:</b> _____		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 0	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	JRWC302749	07/19/2022	07/19/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Employees: Full Time: 6; Part Time: 6 Governing Class Description: LAWN MAINTENANCE-COM'L OR DOMESTIC  
 Exclusions:  
 Sven Rasmussen, Member;

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
---------------------------	---------------------

Celebration Residential Owners Association C/O Grand Manors P.O. Box 803555 Dallas, TX 75380-3555	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE:
--	--

# GREENLAWN TOWNHOMES

Vendor	Annual cost Bid
Benchmark Landscaping	\$24,000.00
Greenleaf Landscaping	\$0.00
Prince & Sons Inc.	\$30,579.00
Ground Guys Landscaping	\$0.00
TRIMAC Outdoor	\$44,075.00
Action Environmental Services Florida	\$31,410.00
Exquisite Lawncare	\$24,387.00
Exquisite Lawncare Option #2	\$37,248.00
Exclusive Landscape Group	
Total Sqft	

Current Contract  
**\$15,753**



# Action Item – Consent Agenda A8

## East Village Duplexes Landscaping Contract

## Action Item – Consent Agenda A8

<b>Motion Subject:</b>	New Landscaping contract for East Village Duplexes
<b>Funding Source:</b>	East Village Duplexes -Service Area Operations Budget
<b>Budgeted Amount:</b>	2023 \$7,507.00 Annually/Monthly \$625.58
<b>Bids Received:</b>	Exquisite Landscaping \$10,044.00 Benchmark Landscaping \$7,255.00 Action Environmental Services \$9,566.00 Prince and Sons Landscaping \$9,364.00
<b>Rationale:</b>	When completing the budgets for 2023, mulch was placed separately from the monthly maintenance; all contracts include the mulch. At the request of management and residents, we request that the contract be awarded as Management recommends.
<b>Management Recommendation:</b>	Management recommends that Benchmark Landscaping is awarded the landscaping contract for Greenlawn Townhomes.
<b>Motion on Agenda:</b>	Motion to approve New Landscaping Contract for East Village Duplexes with Benchmark Landscaping in the amount of \$604.58 – Service Area Operating Fund



ORIGINAL

*Celebration Residential Owners Association, Inc. (CROA)*



**Celebration Residential  
Owners Association  
Landscaping Scope of work Service Areas  
EXHIBIT A**

Issued by:

**CELEBRATION RESIDENTIAL OWNERS' ASSOCIATION, INC. (CROA)  
BOARD OF DIRECTORS**

851 Celebration Avenue  
Celebration, FL 34747  
CELEBRATION.FL.US  
407-566-1200

**Date Issued: November 3<sup>rd</sup>, 2022**



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*Celebration Residential Owners Association, Inc. (CROA)*

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Scope of work consists of complete landscape, turf, irrigation, and specialty maintenance of residential service areas within




*Celebration Residential Owners Association, Inc. (CROA)*

Celebration. The work consists of turf maintenance, weeding and edging of ground cover, preventing, and controlling weeds in turf, planters, and hardscape areas, trimming of shrubs, application of pesticides, hardscape areas, litter collection and disposal. A separate document will be attached with the replacement price of materials and labor. The CROA representative that is stated in the below document consists of GrandManors or Management company's Service Area Manager, Service Area Administrative Assistant, Community Manager, Operations Manager and or any other employee of GrandManors or Management company.

**Please sign to acknowledge that you have read item and understand each item in its entirety.**

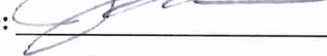
- CROA reserves the right to award contracts for all work which requires a separate bid process based upon the nature of the work and its anticipated costs.

Please sign acknowledging. Signature: 


- Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of all turf, plant material, beds, planters, hardscape, and irrigation systems. A report listing all items which do not meet the specifications of this Scope of work must submitted to the CROA Service Area Representative of GrandManors.

Please sign acknowledging. Signature: 

- Deficiencies noted within the report will be reviewed by the CROA Representative for verification and actions required. Upon approval by the CROA Representative, either the deficiencies will be corrected or documented to not become the responsibility of the Contractor to address without additional compensation.


Please sign acknowledging. Signature: 

- After the thirty (30) day audit period has expired and for the duration of the contract, Contractor shall assume responsibility for all unreported maintenance deficiencies, including materials and labor.


Please sign acknowledging. Signature: 

**WORK SCHEDULE**

- The Contractor shall accomplish all normal work required under this contract between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday, excluding holidays. The CROA Representative may grant, on an individual basis, permission to perform contract maintenance at other hours. **No maintenance functions shall be commenced before 8:00 a.m. and after 7:00 p.m.** Work will be scheduled so that it will not disrupt the functions and normal day-to-day operations of the parks and the areas located within them. **No work will be performed on weekends without prior written approval of the CROA Representative.**

Please sign acknowledging. Signature: 

- **The Contractor shall provide the CROA Representative with a monthly calendar of work schedules 5 days prior to the 1st day of each month.** Schedules must include the name of the Supervisor(s) who will oversee the work performed, and the telephone number(s) by which to contact him/her.

Please sign acknowledging. Signature: 

- The work schedules must reflect adequate time for completion of all routine work activities on a daily, weekly,



*Celebration Residential Owners Association, Inc. (CROA)*

and monthly basis, as well as seasonal work activities on an annual basis which comply with the specification requirements indicated throughout this document. **The schedule shall also indicate any special work assignments i.e., pesticide application, tree trimming, plant / turf replacement, mulching, etc.**

Please sign acknowledging. Signature: \_\_\_\_\_

— **Failure to submit schedules within the time frame specified shall result in a penalty of \$100 per occurrence, per schedule for each calendar day until schedules are received.**

Please sign acknowledging. Signature: \_\_\_\_\_

Contractor shall complete all work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor and approved by the CROA Representative. **All scheduled work NOT completed during the week scheduled shall be reported to the CROA Representative in writing by 4:00 PM Friday of the same week.**

Please sign acknowledging. Signature: \_\_\_\_\_

**TERM OF CONTRACT**

— The term of this Agreement shall be January 1, 2023, through December 31, 2026, with the option to renew for two (2) additional one (1) year periods. The prices proposed by the Contractor shall remain fixed and firm for the duration of the Agreement.

Please sign acknowledging. Signature: \_\_\_\_\_

— Prior to each renewal period, Contractor will be evaluated based on their performance.

Please sign acknowledging. Signature: \_\_\_\_\_

— 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 landscaping systems as outlined within this scope.

Please sign acknowledging. Signature: \_\_\_\_\_

— The following specifications are set as the minimums to achieve the desired healthy and attractive landscaping within the community. **“Please find the landscaping guidelines attached”.**

Please sign acknowledging. Signature: \_\_\_\_\_

**OPERATIONS AND COMMUNICATIONS**



**SITE CLEANLINESS AND CONDITION**

- 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.
- **Cleanup of trash and debris shall be performed on all workdays throughout the year.**

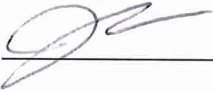
Please sign acknowledging. Signature:  \_\_\_\_\_

**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.

Please sign acknowledging. Signature:  \_\_\_\_\_

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

Please sign acknowledging. Signature:  \_\_\_\_\_

**MEETINGS**

- **The Contractor shall meet with the CROA Representative on a weekly basis.** Such meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving such issues, review of schedule and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the CROA Representative or the Contractor. **The CROA Representative shall provide the location, date, and time of meeting.**

Please sign acknowledging. Signature:  \_\_\_\_\_

- Contractor shall provide a representative to attend the monthly meeting of the CROA Board of Directors meetings and shall be able to respond to any questions the Board may have as to the day-to-day activities at the project site pursuant to this scope of work.

Please sign acknowledging. Signature:  \_\_\_\_\_

**QUALITY CONTROL**





*Celebration Residential Owners Association, Inc. (CROA)*

- The CROA Representative, or his designated representative, shall be the sole judge as to the adequacy and quality of maintenance. To ensure consistent quality of the work being performed, the **CROA Representative may inspect all areas covered by this contract while or after work is scheduled to be performed.** Any deficiencies shall be recorded and submitted to the Contractor for review and corrective action. Within the three (3) workdays, the CROA Representative shall re-inspect the deficient area and any deficiencies not corrected shall result in the value of the work deducted from the monthly payment to the Contractor. The bid prices quoted by the Contractor unit pricing and/or Extra Work Pricing Sheets shall be used to determine the dollar value of any deficiencies.

Please sign acknowledging. Signature:  \_\_\_\_\_

- Within three (3) workdays (72 hours) after being notified by the CROA Representative in writing of defective or unacceptable work, should the Contractor fail to correct such work, CROA may authorize the unacceptable or defective work to be corrected. If CROA corrects the work, CROA shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work including an administration fee per occurrence. If the corrective work cannot reasonably be completed within such three (3) day period, and the Contractor had begun corrective work, and CROA reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, CROA agrees to allow Contractor to complete correction of the defective or unacceptable work beyond the three days.
- As this scope of work is for residential properties, it is required that more attention to detail will be given to each service area.
- The Contractor will make weekly in-person visual reviews of the entire site with focus on current conditions and the Contractor's performance. The Contractor will make any needed repairs and immediately.

Please sign acknowledging. Signature  \_\_\_\_\_

**REPORTS**

- A weekly maintenance report shall be generated by the Contractor and submitted via email to the CROA representative outlining potential problem areas and the contractor's proposed corrective action, upcoming work approval requests, coordination, scheduling, etc. **These will be due each Friday by 9:00 AM, so the service area manager can send the report to the community by end of day each Friday.**
- The contractor shall address and respond to all Celeservice postings, as submitted by residents and staff during daily work hours, provide updates utilizing the Celeservice App.

Please sign acknowledging. Signature  \_\_\_\_\_

**SUBCONTRACTING**

- The Contractor may subcontract certain procedures or operations only with the written approval of CROA. Proof of proper licensing and insurance must be provided to CROA prior to final approval. The Contractor is held responsible for any work performed by any subcontractor engaged.

Please sign acknowledging. Signature  \_\_\_\_\_

**WORKFORCE**



- The Contractor employees shall be dressed in a uniform fashion with company identification. Vehicles as well should be clearly identified. A professional appearance should be maintained.

Please sign acknowledging. Signature: \_\_\_\_\_

- Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors always.

Please sign acknowledging. Signature: \_\_\_\_\_

- 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 CROA hereby acknowledges that the Contractor only employs individuals who are legally authorized to work in the United States the Contractor employ individuals who are not legally authorized to work in the United States, it is understood that CROA 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.

Please sign acknowledging. Signature: \_\_\_\_\_

**KEYS/ACCESS CARDS**

- CROA will issue such keys and access cards as necessary for access to the work area. Contractor must assume full responsibility for theft or loss of said keys and cards and must pay for re-keying ALL locks operated by these keys or the replacement cost for access cards. Keys must not be duplicated.

Please sign acknowledging. Signature: \_\_\_\_\_

**LOST&FOUND**

- The contractor must ensure that articles found by its employees and/ or sub-contractors are returned to the CROA Representative or Town Hall upon discovery.

Please sign acknowledging. Signature: \_\_\_\_\_

**PARKING**

- Contractors' 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.


Please sign acknowledging. Signature: \_\_\_\_\_

**SUPERVISION**

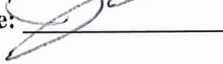


# Celebration Residential Owners Association (CROA)

- The Contractor shall provide supervision of all maintenance and or repair work being performed during the time of service” no exceptions”. Supervisors shall be able to communicate problems to the CROA Representative at any time and shall be always easily accessible to the Representative by cell phone. CROA shall be notified of any change in supervisory personnel.

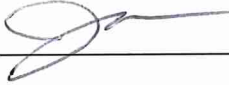
Please sign acknowledging. Signature: 

- A monthly walk through with the CROA Representative and contractor shall be performed to cover work being accomplished, special needs or concerns, and other related information. If needed, additional supervision or a change of supervisory personnel will be requested should contract performance fall below the acceptable standard.

Please sign acknowledging. Signature: 

## ADDITIONAL WORK

- From time-to-time additional work may be requested of the Contractor by the CROA Representative. A cost estimate, schedule, and other determining information may be required before approval of work is granted. Each situation will be considered on a case-by-case basis. All additional work shall be completed according to approved schedule.

Please sign acknowledging. Signature: 

## CHANGES

- It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications, or as amended by the CROA Representative. 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 CROA Representative. CROA does reserve the right to deny 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.


Please sign acknowledging. Signature: 

## SATISFACTORY PERFORMANCE

- It is estimated that the frequency and guidelines set forth in this scope 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.
- 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 may be replaced at the CROA Representatives direction at no additional cost to the Contractor. Any reported damage should be reported to the CROA Representative in the weekly report.
- Any damage to walls, landscape, lighting, fencing, resident belongings, or hardscape features by the Contractor shall be repaired by the appropriate tradesmen initiated though the CROA Representative so all warranties remain effective. All billing for said repairs will be directed to the Contractor responsible for said area and cost of repairs.



# Celebration Residential Owners Association (CROA)

Please sign acknowledging. Signature: 

- The Contractor will be graded on a scale from 1-3 where 0 is "Unacceptable" and 3 is "Excellent". If the Contractor scores below a two on a weekly audit, they have three business days to fix the unacceptable item. If the contractor scores an overall two or lower three times during the contract, an action plan of correction will be required and could lead to cancellation of contract. "Please find the inspection form utilized attached".

Please sign acknowledging. Signature: 

## MAINTENANCE FOR VISIBILITY AND SAFETY

- All landscaping shall be maintained in a manner that allows clear passage of vehicles in all roadways and pedestrians along sidewalks and designated pathways, provides open visibility where necessary for safety, and does not obstruct lighting or signage.

Please sign acknowledging. Signature: 

- Clear visibility in both daytime and nighttime is of the utmost importance for parking areas, driveways, and at intersections of all types.

Please sign acknowledging. Signature: 

- Trees and shrubs shall not be allowed to grow into or over sidewalks, cart paths, public or private streets, driveways, alleyways, or parking areas in any way that conflicts with the safe passage of pedestrians and vehicles.

Please sign acknowledging. Signature: 


- A minimum of ten (10) feet vertical clearance shall be maintained. This shall be increased to fifteen (15) feet on all streets where necessary for the passage of taller vehicles, such as vans, buses, emergency vehicles or trucks-in areas which must be accessed by such vehicles.

Please sign acknowledging. Signature: 

- In general, hedges and shrub masses shall be maintained at a maximum height of three (3) feet in all areas where views must be maintained for safety of vehicular and pedestrian traffic Contractor must visually inspect the site (doing so on a routine basis) to determine whether safe visibility requires maintenance at a lower height, in any given situation.

Please sign acknowledging. Signature: 

- Individual plants or specimens which do not specifically impede safe visibility may conform to the other applicable standards of these specifications provided in the Celebration Landscaping Architectural guidelines. Trees near light poles shall be maintained as they grow to avoid impeding safe light levels, to the greatest extent possible.

Please sign acknowledging. Signature: 

- Pruning of all landscaping shall comply with the proper techniques based on the type of plant material. But in all cases, ensuring safe visibility shall be the prevailing objective.  
Prune and maintain all-natural vegetation back five (5) feet or more from edge of turf, sidewalks, fence lines and parking areas.



# Celebration Residential Owners Association (CROA)

Please sign acknowledging. Signature: [Signature]

- Where natural wooded areas adjoin the finished turf areas and landscape beds, a buffer zone of at least three (3) feet shall be maintained with herbicide and or mechanical means.

Please sign acknowledging. Signature: [Signature]

## TURF MAINTENANCE

- Appropriately sized equipment shall mean the use of 22” – 32” commercial push mower for areas within all fenced yards and for all turf areas which are less than (4’) four feet in width. This requirement will be strictly enforced.

Please sign acknowledging. Signature: [Signature]

## BAHIA, ST. AUGUSTINE & ZOYSIA TURF

- Mowing of all Bahia, St. Augustine and Zoysia turf areas shall be performed on a weekly basis during the normal growing season (March through October). During the months of November through February 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 always promote healthy and continued growth as well as proper appearance.
- Zoysia grass should be mowed with a walk- behind- mower with a bag to collect clippings which is better and actually quicker in the small spaces than a rider.

Please sign acknowledging. Signature: [Signature]

## BERMUDA TURF

- Bermuda turf shall be cut two (2) times per week during the months of March through October and one (1) time per week November through February unless abnormal conditions arise. The turf shall be mowed at a frequency to always promote healthy and continued growth as well as proper appearance.

Please sign acknowledging. Signature: N/A

- **REEL mowers MUST be used to maintain Bermuda Turf. Any exceptions to this requirement must have prior approval if the CROA Representative.**


Please sign acknowledging. Signature: N/A

- Mowing patterns shall be varied to minimize wear areas from tires and slippage.
- Mowing height shall be based on season and what is horticulturally correct for turf type and location. Please see chart below.

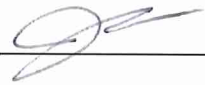


# Celebration Residential Owners Association (CROA)

Turf Type	Height (inches)	Frequency (per year)	Mower Type
Bahia grass	3.0 - 4.0	42	Rotary
Bermuda grass	0.5 - 1.5	88	Reel
St. Augustine grass	2.5 - 4.0	42	Rotary
Zoysia grass	1.5 - 2.5	42	Rotary


Please sign acknowledging. Signature: 

- If a change in height of cut is considered, the CROA Representative must approve such change, in writing, prior to any height adjustment.
- 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, and signposts due to the use of line trimmers is not acceptable**
- 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.

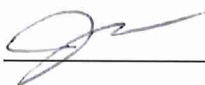
Please sign acknowledging. Signature: 

## 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, parking lot islands or residential yards by the mowers.


Please sign acknowledging. Signature: 

- In areas with parking lots associated with the landscape maintenance, leaves and debris are to be either raked or removed with a vacuum. Leaves are not to be blown into landscape beds or down storm drains. If the condition of turf declines due to failure to remove accumulated leaves in a timely manner, the Contractor is responsible for replacing **the turf**.
- Leaves are to be blown away from the structure of the homes and not blown towards the homes causing buildup in the hedges, landscaping beds or on porches.

Please sign acknowledging. Signature: 

## LEAVES -SEASONAL

- The months of December through April leaves, acorns and debris must be removed from all landscape beds, turf, and hardscape at all Service Areas on Friday and Tuesday basis each week. The curbs and streets adjacent to each location are included as part of this scope. Removal by vacuum is preferred however, raking, blowing and manual removal will be allowed. No Leaves are to be left in landscaping beds, turf, sidewalks, and roads.

Please sign acknowledging. Signature: 

## EDGING

- All necessary edging operations shall be performed routinely to trim the turf and maintain a well-groomed appearance for all



# Celebration Residential Owners Association (CROA)

sidewalks, curbs, plant beds, drainage structures, irrigation valve boxes, splice boxes, gate valve boxes, water meter boxes, and other such interfaces between turf and different surfaces.

- Bed lines shall be edged to conform to their original design intent, with adjustments being made periodically for the plant growth.
- Edging shall occur in conjunction with each mowing cycle. Grass runners shall not exceed one inch in length along sidewalks, curbs, pavements, planting beds, and other such edges.
- Upon completion of edging operations, the turf edge shall be neat, clean, and approximately 1/2 inch from the edge of any pavement, with a minimum depth of 2 inches.
- All paved areas and mulched beds shall be free of dirt, clippings, and debris after work is completed.

Please sign acknowledging. Signature:  \_\_\_\_\_

## DISEASE AND PEST CONTROL

- All turf varieties shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists. Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.
- Fertilizers and chemicals should be kept off walls of homes to avoid stains

Please sign acknowledging. Signature:  \_\_\_\_\_

## WEED CONTROL

- 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 shall be expected.

Please sign acknowledging. Signature:  \_\_\_\_\_

- 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.
- If the use of chemicals is not working in landscaping beds, it will be required to hand pull weeds as needed.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature:  \_\_\_\_\_

## FERTILIZATION – TURF

- A soil fertility and pH test shall be performed by the Contractor twice a year January and June from several representative areas in the turf and landscape beds at all locations to help determine the analysis of the product to use in the fertilizer application programs. Copies of these test results must be provided to CROA, with tested locations each time they are



## Celebration Residential Owners Association (CROA)

performed.

Please sign acknowledging. Signature: \_\_\_\_\_

### ST. AUGUSTINE & ZOYSIA

- There should be a minimum of four (4) applications of a complete, acid-forming turf fertilizer applied to Zoysia and St. Augustine turf per year.
- February (After February 15th): (Zoysia and St. Augustine) A standard non-burning complete turf fertilizer containing a minimum of 30% to 40% of the Nitrogen in a controlled release form such as sulfur coated, or polymer coated sulfur coated urea. There should be a minimum of 4% Iron, 6% sulfur, and 2% each of Magnesium and Manganese. A lesser amount of Iron will be acceptable if it is in a chelated form. The fertilizer shall be applied at 1 pound of actual Nitrogen per 1000 Square feet of turf.
- May: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- August: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- October: (St. Augustine) Analysis should be determined by soil test results and recommendations.
- November: (Zoysia) Analysis should be determined by soil test results and recommendations.
- If these recommendations fail to keep the turf a consistent acceptable green color, a soil test should be performed, and the fertilizer blend adjusted accordingly. If the fertilizer does not keep the turf an acceptable green color between applications during the growing season, it may be necessary to provide an extra application of Nitrogen and/or Iron to provide suitable color and may be requested by the owner. This will not be considered an extra to the contract.
- All turf fertilizers should be watered immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Contractor will also be responsible for sweeping or blowing fertilizer off all walkways, parking lots, roadways, and any affected paved area such as residents' porches. Special attention should be taken to ensure that fertilizer does not enter any stormwater retention or drainage feature.

Please sign acknowledging. Signature: \_\_\_\_\_

### BAHIA TURF

- There should be two applications of complete commercial turf fertilizer to Bahia grass areas per year.
- March: A standard, non-burning complete turf fertilizer such as 16-0-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product)
- September: 9-2-24 with 6% iron, 8 to 10% Sulfur, and 2% each of Magnesium and Manganese at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product) This will help with winter cold tolerance.
- If yellowing occurs in between fertilizer applications, a liquid application of 12-0-0 with iron at the label rate, or another chelated iron source should be applied.
- All chemical applications shall be performed by trained, licensed operators in accordance with applicable local, state, and federal regulations, safety standards, and the manufacturer's instructions.
- All fertilizer shall be thoroughly watered in after application.

Please sign acknowledging. Signature: \_\_\_\_\_

### BERMUDA TURF - HIGH" DEMAND MAINTENANCE SCHEDULE





## Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
1	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
2	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
2	0-0-50 Potassium Sulfate	150Lbs/ Acre
2	Pre-Emergent	Per label rate full coverage
3	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
3	Round-up clay areas and fence lines	
3	Weed control post-emergent	Per label rate full coverage
4	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
4	Round-up clay areas and fence lines	2% Solution
4	Deep Tine Aerify	
4	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
4	Verti-cut	3/4" deep with 2" spacing
4	Chelated Iron 12-0-0	
5	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
5	Round-up clay areas and fence lines	2% Solution



## Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
6	0-0-50 Potassium Sulfate	150lbs/Acre
6	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
6	Aerate 3/4" coring tines 3"-4" deep	
6	Weed control post-emergent	Per label rate full coverage
6	Round-up clay areas and fence lines	2% Solution
6	Heritage Application	Per label rate full coverage
7	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
7	Round-up clay areas and fence lines	2% Solution
8	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
8	Round-up clay areas and fence lines	
8	Pre-M	Per label rate full coverage
8	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
9	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
9	0-0-50 Potassium Sulfate	150Lbs/Acre
9	Round-up clay areas and fence lines	2% Solution
9	Aerate 3/4" coring tines 3"-4" deep	
9	Weed control post-emergent	Per label rate full coverage
10	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
10	Round-up clay areas and fence lines	2% Solution
11	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	Round-up clay areas and fence lines	2% Solution
12	Deep Tine Aerify	

Please sign acknowledging. Signature: N/A



**GROUND COVER AND SHRUB MAINTENANCE**

**SHRUBS**

(Indian Hawthorn, Holly, Viburnum, Boxwood, and similar woody ornamentals)


- These shrubs shall be pruned only as necessary to maintain their natural habit and growth at specified heights, to remove excessive growth, and to maintain a natural, informal appearance. Individual plants shall be allowed to grow together into one mass, never shaped as individual plants.
- As the shrubs mature, individual plants should not be apparent; plants shall be allowed to grow together in a “soft”, informal, and un-sheared mass.
- At no time shall any shrubs be allowed to impede safe visibility for pedestrians and vehicles.
- Maintain most shrubs in pedestrian and parking areas for safety and visibility, usually about 36" +/-, but always as dictated by the circumstances in any specific location. Where larger shrubs are used for screening of specific features, their ultimate heights shall be dictated by the purpose for which they have been used in the plan, and they shall be allowed to reach the effective height and density necessary to serve that purpose. In no instance, however, shall any shrub be allowed to obstruct visibility for traffic and pedestrian safety.
- Use hand clippers to remove odd, long, or undesirable branches, keeping the shape natural and uniform. Do not prune masses into geometric forms by hard shearing.
- Per Celebration ARC guidelines, Hedges must be trimmed below the windowsills and below decorative trim along the top of the walls; Exceptions might include garage windows which are too close to the ground.
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12”.

Please sign acknowledging. Signature:  \_\_\_\_\_

**HERBACEOUS "GRASSY" SPECIES**

(Society Garlic, Lily-of-the-Nile, Liriope, and similar species)

- These groundcovers shall be allowed to grow to their natural height and width; pruning is not necessary. Cultivate to achieve dense mass; maintain separation between groundcover and adjacent plant materials.
- Spent flower heads shall be removed regularly, as required for best appearance.
- If more than 50% of a plant is frost damaged, cut back to remove all dead or damaged foliage after last frost.
- Contee palms, Agapanthus, Liriope, Iris, and other plants that are chosen for the display of their leaves should be thinned to remove excessive growth that encroaches over onto walkways or out of their place in the landscape design and never edged or sheared
- Contractors must not trim buds before they have had a chance to bloom.

Please sign acknowledging. Signature:  \_\_\_\_\_

**WOODYGROUNDCOVERS**

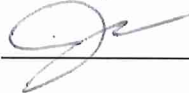
(Parson's Juniper, Blue Pacific Juniper, Lantana, and similar species)

- These groundcovers shall be allowed to grow together to form full, natural, informal masses, maintaining separation between adjacent plant materials.
- Prune to maintain height at 18" to 24" or as otherwise appropriate for the species, and to prevent masses from overgrowing curbs, sidewalks, and bed edges. Do not allow masses to become overgrown, requiring extensive pruning.
- Depending on degree of possible cold damage, cut back as required after last frost to achieve intended growth.



# Celebration Residential Owners Association (CROA)


- Do not prune masses into geometric forms by hard shearing.
- Where plants are adjacent to curbs, sidewalks and bed edges, prune edge of mass back in a natural, informal shape; do not shear vertically.
- Contractors must not trim buds before they have had a chance to bloom.

Please sign acknowledging. Signature: 

## GROUNDCOVERS

(Dwarf Confederate Jasmine, English Ivy, and similar species)


- Cultivate vining groundcovers to achieve dense, entwined masses; maintain separation between groundcover and adjacent plant materials, by edging and/ or pruning.
- Some species, such as Dwarf Confederate Jasmine, once grown in to full and dense coverage (which may take 2 or 3 years for some species), may be trimmed at a height of 6" periodically to maintain a dense and consistent level of coverage.
- Do not shear masses vertically where adjacent to curbs, bed edges, drainage structures, valve boxes, meter boxes, and other such interfaces. Prune exposed edge of mass back at a maximum 45-degree angle from horizontal, in a natural, informal shape.

Please sign acknowledging. Signature: 

## ACCENT PLANTS

(African Iris, and similar species used as accents)


- Accent plants should only be trimmed as necessary to remove excessive growth, and shoots, while maintaining a natural, informal appearance. As the plant matures, the plants shall be maintained at the intended height of the accent feature, not allowed to become overgrown or invasive.
- Use hand clippers to remove odd, long, or undesirable shoots, and to remove outer pups or shoots from overgrown clumps, keeping the shape natural, loose, and uniform. Do not shear.
- Accent plants that are damaged by the frost shall have all the damaged foliage removed and in such cases the damage affects the entire plant, it shall be cut back to the ground after the last frost.

Please sign acknowledging. Signature: 

## ORNAMENTAL GRASSES

(Cordgrass, Muhly Grass, Fountain Grass, and similar species)

- Ornamental grasses shall be maintained at their natural height and width.
- To achieve best form and appearance, loose, brown, and dead foliage shall be removed the months of February through March prior to new spring growth. Sever pruning to the ground is not an acceptable practice and as a result will require replacement at the Contractors expense upon discovery.

Please sign acknowledging. Signature: 

## PRUNING OF GROUND COVER AND SHRUBS

- Plant materials and tree limbs must be kept trimmed away from multi-modal transportation paths and sidewalks and at no time should be allowed to encroach on these areas.
- Special attention to areas around landscape lighting fixtures shall be given not only to promote lighting effect, but the protection



## Celebration Residential Owners Association (CROA)

of fixtures themselves from damage.

- Shrubs located under windows should be trimmed to the bottom of the window ledge leaving the window trim detail visible.
- All shrubs around the AC units/ equipment should be trimmed to screen the unit without impeding the use. Shrubs along privacy fences should be maintained to the bottom of the top rail leaving the top rail visible. Shrubs along a picket fence should be maintained to the top rail of the fence leaving the top picket details visible.
- Contractors must not trim buds before they have had a chance to bloom.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12".
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- A Hard pruning of Ligustrums and Burberry trees will be necessary to be kept below 10' and also a hard pruning of camellia bushes.

Please sign acknowledging. Signature: \_\_\_\_\_

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- When five (5%) of any individual plant material shows signs of disease, curative action must be taken. Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Non-targeted plant material damaged because of improper chemical applications must be replaced upon discovery at the Contractors expense.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

### FERTILIZATION OF GROUNDCOVER AND SHRUBS

- Shrubs and groundcovers shall be fertilized four (4) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. This shall be applied in March, May, July, and October at 1/2 cup per small shrub, 1 cup per large shrub, or 15 to 30 pounds per 1000 square feet of plant bed, depending on the spacing, type of plants, and product used. Fertilizer shall be broadcast evenly over the entire root zone, and care shall be taken to avoid accumulation of fertilizer granules on leaves, crowns, etc.
- The fertilizers should be watered in immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Special attention should be taken to prevent any fertilizer from being blown, swept, or otherwise ending up in any parking lot or roadway storm drain. Any fertilizer that ends up upon any non-target area or hard surface shall be removed and applied to a target area.

Please sign acknowledging. Signature: \_\_\_\_\_




# Celebration Residential Owners Association (CROA)

## TREE MAINTENANCE


### CRAPE MYRTLES

- Crape Myrtles shall be maintained with an open, natural crown. The natural branching structure shall be maintained, light pruning only to promote healthy, natural development form, size, and width.
- As trees mature, a clear trunk height of 8.5' minimum shall be maintained.
- Canopies shall in no case be allowed to deter safety and visibility in traffic situations.
- Light pruning should be performed to remove seed pods as they form to promote re-flowering. Contractor should remove most remaining seed pods in Fall/Winter, where overall height allows this to be done safely. No branches larger than 1/2" in diameter, or more than 24" of the current year's growth shall be removed.
- Topping, heading cuts or trimming back to knobs is not permitted. Proper reduction cuts may be made in some instances with the approval from the CROA Representative.
- All Branches shall be pruned that impede pedestrian walkways and all alleyways.
- Pruning shall be completed twice a year, once in the Fall/ Winter and once late spring.

Please sign acknowledging. Signature:  \_\_\_\_\_

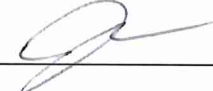
### PALMS

- Palms shall be pruned once the fronds have dropped to an 8:00 o'clock to 4:00 o'clock angle. The Contractor shall remove the fronds to a maximum 10:00 o'clock to 2:00 o'clock angle and all seed and emerging seed pods will be removed. Pruning of palms shall occur minimum of (3) times per year between the months of March through October.
- All Phoenix species will be pruned to a maximum 9:00 o'clock to 3:00 o'clock angle.
- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

Please sign acknowledging. Signature:  \_\_\_\_\_


### LIGUSTRUM TREES

- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

Please sign acknowledging. Signature:  \_\_\_\_\_

### NELLIE STEVENS HOLLY AND RELATED SPECIES

- These trees shall be maintained to have thick and dense foliage. They should only be pruned to promote health, and natural development form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.

Please sign acknowledging. Signature:  \_\_\_\_\_



# Celebration Residential Owners Association (CROA)


## LIVE OAK AND RELATED SPECIES

- Live Oaks and related species are to be maintained to have thick dense foliage. They should only be pruned to promote healthy and natural development form. Pruning shall be kept at a minimum.
- As trees mature, only remove necessary lower branches to maintain the natural normal form of the tree, and to allow for necessary maintenance.
- The tree shall have 2/3 canopy and 1/3 clear trunk.
- All limbs that are pruned back to the main trunk or central leader shall be cut at the collar, but not damaging the collar.

Please sign acknowledging. Signature:  \_\_\_\_\_

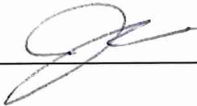
## MAGNOLIAS

- Magnolias shall be maintained to have thick and dense foliage. They should only be pruned to promote health and natural form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.
- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood. To encourage full and dense foliage, **prune lightly in the fall** or early spring (**before the spring flush**), by removing 6" to 10" of foliage in appropriate areas and trimming leggy branches, to promote natural shape and form. **The central leader shall not be removed.**
- Branches shall be maintained away from structures and maintained to not extend into alleyways, sidewalks and pedestrian areas.

Please sign acknowledging. Signature:  \_\_\_\_\_

## ALL TREE SPECIES

- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood, or to provide visibility. Contractor shall be responsible for pruning up to the first fifteen (15) feet of trees as needed to maintain a natural and healthy appearance. All Trees should maintain a (5) feet clearance from any structure or townhome/residence.
- All broken limbs or debris resulting from winds, storms; or other causes shall be removed promptly, or immediately if impeding safety.
- Pruning cuts shall be clean and smooth with no rough or torn bark or wood remaining.
- 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 and will require replacement at the Contractors expense upon discovery.
- **Pruning of all trees needs to be maintained year-round to specifications.**

Please sign acknowledging. Signature:  \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Areas treated shall have

Please sign acknowledging. Signature: \_\_\_\_\_

### FERTILIZATION OF TREES

- Proper fertilization for the varied trees shall be performed three (3) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. Fertilizer shall be broadcast evenly over the entire root zone out to the drip line. Applications shall be at the labeled rate on the bag, and applied in March, June, and September.
- Palms shall be fertilized three (3) to four (4) times per year with a fertilizer with an analysis of 8-2-12 plus 4% Magnesium (Mg.) and 2% Manganese (MN) and 0.10% to 0.15% Iron (Fe), Zinc (Zn), Boron (B), and Copper (Cu). One hundred percent (100%) of the Nitrogen (N), Potassium (K), and Magnesium (Mg.) should be in controlled release form, while all the micronutrients except Iron (Fe) should be in Sulfate form. Two percent (2%) Iron (Fe) from Iron Sulfate can substitute for 0.15% Iron (Fe) from chelated forms. (EDTA, DTPA, etc.). This product is to be applied at the rate of 1.5 pounds per 100 square feet of palm canopy or bed area, or 15 pounds per 1000 square feet.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

### FLOWER BED MAINTENANCE

- Annual flower beds shall be maintained in a fashion to allow for a full, colorful appearance always throughout the year. Beds shall be kept free of spent flowers, weeds, and debris.
- Shrubs and turf surrounding annual beds must be trimmed to keep them from encroaching on the annual flowers and reducing the bed size. The original size of the beds and the annual flower count as described must remain the same.
- 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 appearance.

Please sign acknowledging. Signature: \_\_\_\_\_

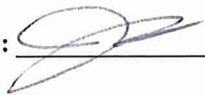




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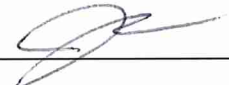
## WEED CONTROL

Beds are to be kept free of weeds, landscape debris and trash. Hand weeding shall be done as necessary. The use of pre-emergent and selective herbicides is required for all Annual Flower beds.

Please sign acknowledging. Signature:  \_\_\_\_\_

## DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature:  \_\_\_\_\_

## PESTICIDE USE SPECIFICATIONS

- Contractor shall have extensive knowledge and experience developing and implementing Integrated Pest Management Programs (IP: tvf) and shall develop, implement, and adjust an IPM program for all sites included in this contract.
- All pesticide applications are to be made by or under the supervision of a person or persons with appropriate valid licenses, permits or certificates issued pursuant to all applicable Federal, State, or local laws or regulations. Said person or company is to be currently registered to conduct a pest control business in the State of Florida and the County of Osceola.
- Pesticide applications are to be made in strict compliance with the product label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency.
- Within thirty days of the award of contract, and/ or prior to the actual start of work, Contractor shall supply to the CROA Representative a list of all chemicals proposed to be used in the fulfillment of said contract. No "generic" chemicals shall be allowed for substitution purposes, unless approved by the CROA Representative.
- The most current specimen labels and Safety Data Sheets for all listed chemicals shall be supplied at this time and Copies of both the P.C.A. recommendations and applicable Pest Control Advisor and Qualified Applicator Licenses or Qualified Applicator Certificates, shall be submitted. All above-mentioned items shall be resubmitted in January of each year the Contract is in effect.
- CROA shall be notified in writing of any changes or deviations from the above list. Application of deviated materials shall not be made prior to approval by the CROA Representative.
- A five-working day notice in writing shall be given to CROA prior to any pesticide application so the notice can be communicated to the residents in advance. Notice shall include name of chemical, area to be treated, rate of chemical, method of application, date and time of day application is to be performed. CROA must give written consent prior to application of any Category I, or restricted use, pesticide.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets

Please sign acknowledging. Signature:  \_\_\_\_\_



# Celebration Residential Owners Association (CROA)


## REFUSE CONTROL

- Areas within the project limits shall be kept free of litter and refuse (trash, cans, paper, bottles, cigarette butts, etc. and accumulations of leaves, dirt, and branches) always.
- Policing and litter pickup shall occur as often as necessary to ensure a clean, litter-free appearance.

Please sign acknowledging. Signature:  \_\_\_\_\_

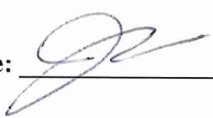
## REPLACEMENT OF PLANTS TO MAINTAIN DESIGN INTENT

- No changes or additions of plant materials, and no changes or additions to the design or layout of the landscaping shall be made without review and approval of CROA.
- Any tree, palm, shrub, or groundcover plantings which die, or which are damaged or decline to the extent of affecting the overall appearance of the project, shall be replaced promptly with the same species in a size which reasonably matches the plant it is replacing, to preserve the design intent and appearance of the landscaping.
- Any tree or plant which is abusively pruned in noncompliance with these specifications shall be replaced by the same species in a size which reasonably matches the plant it's replacing.
- **The Contractor shall be responsible for the full cost of such replacements where required due to incorrect maintenance (abusive pruning, fertilizer burn, etc.) or to inadequate maintenance (disease, pests, fungus, irrigation negligence, etc.). The Service Area/CROA shall be responsible for the full cost of such replacements only due to damaging acts by others, acts of God, and/ or other circumstances not attributable to actions or inactions of the Contractor.**
- If the plan included annuals or perennials, replacements shall be made on a seasonal basis, or whenever required, to maintain an acceptable year-round effect. Conversion of bedding plant areas to other landscape plants shall be subject to review and approval by CROA.

Please sign acknowledging. Signature:  \_\_\_\_\_

## PLANT GUARANTEE AND/OR REPLACEMENT POLICY

- Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.
- All replacement plants shall be inspected and approved by CROA prior to installation. All landscape improvements or repairs shall conform to the Celebration Residential Owners Association, Inc. Landscape Specifications and Details.
- The Contractor must assume the maintenance responsibility and warrant future landscape improvements, new installation and refurbishment of existing landscape as specified within this scope.
- The Contractor and the CROA Representative will conduct an inspection of said landscape prior to final acceptance by CROA.
- Contractor shall submit an inspection report to the CROA Representative within 3 days following the inspection which must list all concerns and recommendation to correct. If said inspection report is not submitted as required, Contractor must accept and assume the plant replacement warranty for the remainder of the contract term without consideration of compensation.
- Any issues discovered during the inspection process will be corrected based on plant health.

Please sign acknowledging. Signature:  \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### MULCHING

- All plant beds and tree rings shall be maintained with an adequate and neat layer of Cocoa Brown Hardwood Mulch or Pine Straw if approved by ARC and shall not exceed 3" in depth. **Mulching shall occur twice per year during the months of April and September/ First week of October depending on the request of the individual service area.**
- **(ALL Service Area Mulch must be installed by April 15th and October 1<sup>st</sup>).**
- Contractor will replenish mulch where disturbed due to mowing operations such as edge of landscape beds and tree rings. This shall have performed at no additional cost to CROA.
- Care should be taken during mulching to not cover landscape lighting, valves, junction boxes or other structures and components.
- Care shall be taken to avoid piling mulch around the plant crowns or trunks.

Please sign acknowledging. Signature: \_\_\_\_\_

### IRRIGATION SYSTEMS

- The Irrigation Contractor / Technician(s) shall be Rain Bird Maxicom Certified and must submit proof of a minimum of 3 years' experience with Irrigation installation and maintenance including ESP-LXD Series Two-Wire Decoder Controllers, flow meter, rain gauge, soil moisture sensors and a good understanding of Evapotranspiration and the ability to utilize such knowledge for the benefit of a healthy landscape.
- Irrigation systems and components shall be monitored to ensure that proper coverage is always achieved. Contractor shall provide one dedicated and certified Irrigation Technician for every 300 zones.

Please sign acknowledging. Signature: \_\_\_\_\_

### IRRIGATION REPAIRS

- The Contractor shall be responsible for repair of all site irrigation beginning with the customer service valve; downstream from the water meter, all pressure main lines, or any equipment in line (flow meters, master valves, etc.), through lateral lines and sprinkler heads; including all irrigation controllers, weather stations, rain gauges, control, and communication wiring, wireless and air cards. Contractor shall notify CROA Representative of any main line failure within two (2) hours of occurrence.
- **The CROA Representative shall approve all repairs in advance. The Contractor shall notify the CROA Representative once repairs are completed and prior to back filling any repairs to allow for inspection. Once inspected, the CROA Representative will notify the Contractor to backfill the repair. If the open repair presents a hazard to the public the repair shall be back filled as authorized by the CROA Representative. Photographs of the repairs shall be submitted.**
- **Damage to irrigation systems caused by the Contractor shall be the responsibility of the Contractor to repair within 48 hours of occurrence, self-discovery, or notification by CROA.**
- All replacement parts and materials are to be same type and model as original installation unless a substitute is approved by CROA representative. Failure to do so shall result in a deduction from monthly payments. In addition, a performance deficiency notice shall be issued to the Contractor.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### IRRIGATION SCHEDULING AND WATER MANAGEMENT

- Contractor shall be responsible for the programming and monitoring of irrigation controllers that are part of the Rain Bird centralized systems and any future cloud-based smart irrigation control systems. The Contractor shall be responsible for programming all standalone irrigation controllers.
- For changes to irrigations schedules controlled by the Central Irrigation Computers (Ivfaxicom) and any future cloud-based smart irrigation control systems the Contractor shall submit proposed irrigation schedules or a request to change a. schedule to the CROA Representative and the Celebration Community Development District Representative, two (2) days in advance of the needed change. The CROA Representative, using information provided by the Contractor, shall ensure the schedules are updated by the CCDD by the date requested.
- The Contractor shall perform inspections and repairs of all irrigation systems within contracted sites on the following schedule:

Please sign acknowledging. Signature: \_\_\_\_\_

### Service Areas Inspection/Reports

- **Irrigation inspection reports are to be completed One (1) time per month October - February & two (2) times month March – September. Detailed inspection report must be emailed to the CROA representative on the date that the inspection is completed.**
- **All inspections shall be included in the calendar work schedule submitted monthly.**
- The Contractor shall be responsible for programming each non-centralized irrigation controller to run only on assigned watering days as required by the Enterprise Community Development District (ECDD). Failure to do so shall result in a penalty of \$100 per occurrence per irrigation controller for those observed to not be programed as required.
- CROA shall have final determination as to the appropriate programming of the Irrigation Controllers. Upon discovery, the Contractor shall immediately report any irrigation system malfunctions, vandalism or damage to the CROA representative. The Contractor shall be responsible for necessary repairs to irrigation controllers.
- **The CROA Representative shall inspect and confirm any proposed repairs to irrigation controllers prior to commencement.**
- The Contractor shall furnish CROA with copies of all invoicing and associated inspection report, with location, pricing and quantities listed, for all irrigation system repairs. Invoice and inspection reports must indicate the exact location of the repairs, the controller and valve number to be considered for payment.

### IRRIGATION SPECIAL PROVISIONS - WATER MANAGEMENT

- Contractor shall keep all controllers in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance.
- Contractor shall keep all controller enclosures in good working order. This includes cleaning door panels, vacuuming interiors, pest prevention-eradication, lubrication of hinges, locks, etc. Contractor is responsible for always securing the controller cabinet door.
- **Contractor shall adjust all aspect of the irrigation systems to:**
  - Provide optimum coverage of all landscaped areas.
  - Prevent or minimize runoff and/ or erosion.
  - Prevent or minimize water on roadways.
  - Match precipitation rates of all nozzles/heads.
  - Prevent, eliminate and/ or limit hazardous conditions.
  - Prevent "flood irrigation"; over irrigating one area to account for coverage deficiency in another area.



## Celebration Residential Owners Association (CROA)

- All system malfunctions, damage, and obstructions shall be recorded, and timely corrective action taken in addition to specified routine irrigation system testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported; daily, if needed.
- Contractor shall correct deficient irrigation systems and equipment as necessary following notification from the CROA Representative.
- Contractor shall notify the CROA Representative immediately any time an irrigation system is shut down for any reason.
- The Contractor shall have full responsibility to ensure watering requirements are met within each CROA site. Contractor's forces shall be capable of performing repairs, installations, and modifications of existing irrigation systems to adequately irrigate all landscaped areas.
- The Contractor must ensure that sprinkler heads are in good operational order, filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, nozzle and filter replacements shall be considered as included in the contract price and no additional compensation shall be allowed.
- All electrically operated valves shall close completely at the conclusion of the station-watering program. As needed, valves shall be cleaned, repaired and/ or replaced promptly to restore proper operation. As part of the base bid, valve boxes shall be kept clean of sand, debris, and silt to a depth of 2" below the bottom of the valve.

Please sign acknowledging. Signature: \_\_\_\_\_

### MATERIALS

- All replacement materials shall be original types and model materials unless a substitute is approved by the CROA Representative. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems. Contractor shall implement repairs in accordance with all warranties.
- Cost of materials invoiced to CROA, if not listed on the unit price sheet, shall be the Contractor's actual cost plus a maximum 15% markup. Labor shall be considered as included in total contract price and no additional compensation shall be allowed. All parts and material invoices must include a copy of the irrigation inspection report specific to each project category location.
- The cost of all replacement materials will be broken down and given in the contract that is submitted in the price of the proposal and shall remain the price given during the contract period.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### DISASTER/ EMERGENCY PLAN

- When a Hurricane Warning has been issued for the Central Florida area, the Contractor must turn off all irrigation systems immediately as directed by the CROA Representative. This is to include weekends and holidays. Once the Hurricane threat has passed, the Contractor shall ensure all irrigation systems are fully operational within 48 hours as directed by the CROA Representative.
- **In the event of a declared emergency or disaster, Contractor shall provide debris removal services. Prior to mobilization for debris removal activities, Contractor shall provide CROA, in writing, hourly rates for personnel and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. (Contracted hourly rates will be included during the RFP process and effective during the contract period).**
- **Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.**
- Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- **Disaster Recovery Assistance Services shall not exceed seventy (70) hours for each declared emergency/ disaster.**
- **Contractor shall maintain and supply CROA all the necessary and adequate documentation on all emergency/ disaster-related services to support reimbursement by other local, state, or federal agencies. (Including before and after pictures).**
- CROA reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. CROA will not be held responsible for any loss incurred by Contractor because of CROA's election to terminate these activities pursuant to this paragraph.
- **Once declared by the county that it is no longer under a hurricane, tropical storm and tornado warning, contractor must communicate with the CROA representative of when work will commence. Any fallen trees/debris that are causing a safety hazard or obstruction must be removed immediately.**

Please sign acknowledging. Signature: \_\_\_\_\_

### INSURANCE; INDEMNIFICATION

- Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:
- Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and
- Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.
- All such insurance required shall be in companies and on forms acceptable to CROA and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to CROA. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to CROA. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.



## Celebration Residential Owners Association (CROA)

- Contractor shall defend (if requested by CROA), indemnify and hold CROA and its officers, directors, agents, employees and assigns harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement; or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

Please sign acknowledging. Signature:  \_\_\_\_\_

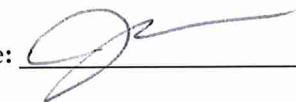
### COURTYARDS

- Some Townhomes in the Service Areas have maintenance that includes all the gated courtyards “unless the homeowner has requested, or the gated area is locked”. Many homeowners have installed pavers in most of the yard but any landscape in the ground must be maintained per this scope
- It is of importance that the landscaping crews close all gates once they have completed all service in the courtyards, ensure that the gate has securely latched.

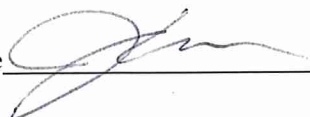
Please sign acknowledging. Signature:  \_\_\_\_\_

### HOMEOWNER REQUESTS/INSTRUCTIONS

- Owners may ask for special care at their properties. We generally ask that any requests go through the Service Area Committee or the CROA office so there is maintenance consistency. CROA staff will confirm any requests or concerns for alternate maintenance of a unit.

Please sign acknowledging. Signature:  \_\_\_\_\_

I JACOB MOOTZ Have read the scope of work in its entirety and acknowledge and understand the guidelines and specifications that are required.

Signature  \_\_\_\_\_

Date 11/16/2022







# Celebration Residential Owners Association (CROA)

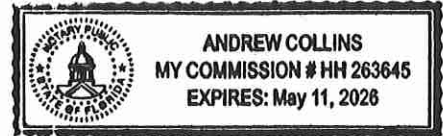
## CONTRACTOR'S AFFIDAVIT

State of Florida  
County of Osceola

Before me personally appeared Jacob Mott who (title) is Director of *(the company described herein)* being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by CROA deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known          or Produced Identification FI DL

Sworn to and subscribed before me this 17 day of November, 2022



*Andrew Collins*  
NOTARY PUBLIC – STATE of FLORIDA  
(Signature of Notary Public)

Andrew Collins  
(Print Name of Notary Public)

*This document must be completed and returned with your Submittal*

## BID RESPONSE FORM

Company Name: Benchmark Landscaping Contact: Jacob Mootz, Director of Business Development  
 Email: Jmootz@benchmarklandscapingfl.com Phone: 407-929-7610

I Jacob Mootz, on behalf of Benchmark Landscaping, submit the following bids as indicated below:

Please provide a bid price for the following items:

- Total price per calendar year of contracted services
- Pricing Worksheet (example attached)

**NOTE(S):**

When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in CROA's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.

All price information to be used in the RFP evaluation must be on this proposal form.

CROA reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

*"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully regarding all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with CROA in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor, and service necessary to complete the work covered by the RFP and Contract Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.*

*Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP."*

Executed by:

Jacob Mootz	Director of Business Development		11/16/2022
Agent Name	Title	Signature	Date

*This document must be completed and returned with your Submittal*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 2290 Lucien Way Suite 400 Maitland FL 32751	<b>CONTACT NAME:</b> Tambi Hasanbik <b>PHONE (A/C, No, Ext):</b> (407) 660-8282 <b>E-MAIL ADDRESS:</b> Tambi.Hasanbik@bbrown.com	<b>FAX (A/C, No):</b> (407) 660-2012
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Benchmark Landscaping, LLC PO Box 471057 Kissimmee FL 34747	<b>INSURER A:</b> Southern-Owners Insurance Company	<b>NAIC #</b> 10190
	<b>INSURER B:</b> Auto-Owners Insurance Company	18988
	<b>INSURER C:</b> Bridgefield Casualty Insurance Company	10335
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

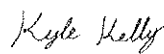
**COVERAGES**      **CERTIFICATE NUMBER:** CL2293046587      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			72556623	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COM/OP AGG \$ 2,000,000	
							\$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			53-556623-00	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$	
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			53-556684-00	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 5,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			196-53781	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*\*FOR INFORMATION PURPOSES ONLY\*\*

<b>CERTIFICATE HOLDER</b> **Benchmark Landscaping, LLC BPRI ES Holding Company, LLC PO Box 471057 Kissimmee FL 34747-9057	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## EAST VILLAGE DUPLEX

Vendor	Annual cost Bid
Benchmark Landscaping	\$7,255.00
Greenleaf Landscaping	\$0.00
Prince & Sons Inc.	\$9,364.00
Ground Guys Landscaping	\$0.00
TRIMAC Outdoor	\$0.00
Action Environmental Services Florida	\$9,556.00
Exquisite Lawncare	\$10,444.00
Exquisite Lawncare Option #2	\$14,965.00
Exclusive Landscape Group	\$0.00
Total Sqft	

Current Contract

**\$6,327**

# Action Item – Consent Agenda A9

## Oak Pond Townhomes Landscaping Contract

## Action Item – Consent Agenda A9

<b>Motion Subject:</b>	New Landscaping contract for Oak Pond Townhomes
<b>Funding Source:</b>	Oak Pond Townhomes -Service Area Operations Budget
<b>Budgeted Amount:</b>	2023 \$6,324.00 Annually/ Monthly \$527.00
<b>Bids Received:</b>	Exquisite Landscaping \$7,351.00 Benchmark Landscaping \$6,000.00 Action Environmental Services \$12,892.00 Prince and Sons Landscaping \$8,364.00
<b>Rationale:</b>	Benchmark came in the closest to budget. When completing the budgets for 2023, mulch was placed separately from the monthly maintenance; all contracts include the mulch. At the request of management and residents, we are requesting that the contract is awarded as Management recommends
<b>Management Recommendation:</b>	Management recommends that Benchmark Landscaping is awarded the landscaping contract for Oak Pond Townhomes
<b>Motion on Agenda:</b>	Motion to approve New Landscaping Contract for Oak Pond Townhomes with Benchmark in the amount of \$500.00 – Service Area Operating Fund



ORIGINAL

*Celebration Residential Owners Association, Inc. (CROA)*



**Celebration Residential  
Owners Association  
Landscaping Scope of work Service Areas  
EXHIBIT A**

Issued by:

**CELEBRATION RESIDENTIAL OWNERS' ASSOCIATION, INC. (CROA)  
BOARD OF DIRECTORS**

851 Celebration Avenue  
Celebration, FL 34747  
CELEBRATION.FL.US  
407-566-1200

**Date Issued: November 3<sup>rd</sup>, 2022**



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*Celebration Residential Owners Association, Inc. (CROA)*

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Scope of work consists of complete landscape, turf, irrigation, and specialty maintenance of residential service areas within



Celebration. The work consists of turf maintenance, weeding and edging of ground cover, preventing, and controlling weeds in turf, planters, and hardscape areas, trimming of shrubs, application of pesticides, hardscape areas, litter collection and disposal. A separate document will be attached with the replacement price of materials and labor. The CROA representative that is stated in the below document consists of GrandManors or Management company's Service Area Manager, Service Area Administrative Assistant, Community Manager, Operations Manager and or any other employee of GrandManors or Management company.

**Please sign to acknowledge that you have read item and understand each item in its entirety.**

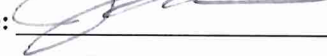
- CROA reserves the right to award contracts for all work which requires a separate bid process based upon the nature of the work and its anticipated costs.

Please sign acknowledging. Signature: 


- Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of all turf, plant material, beds, planters, hardscape, and irrigation systems. A report listing all items which do not meet the specifications of this Scope of work must submitted to the CROA Service Area Representative of GrandManors.

Please sign acknowledging. Signature: 

- Deficiencies noted within the report will be reviewed by the CROA Representative for verification and actions required. Upon approval by the CROA Representative, either the deficiencies will be corrected or documented to not become the responsibility of the Contractor to address without additional compensation.


Please sign acknowledging. Signature: 

- After the thirty (30) day audit period has expired and for the duration of the contract, Contractor shall assume responsibility for all unreported maintenance deficiencies, including materials and labor.


Please sign acknowledging. Signature: 

**WORK SCHEDULE**

- The Contractor shall accomplish all normal work required under this contract between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday, excluding holidays. The CROA Representative may grant, on an individual basis, permission to perform contract maintenance at other hours. **No maintenance functions shall be commenced before 8:00 a.m. and after 7:00 p.m.** Work will be scheduled so that it will not disrupt the functions and normal day-to-day operations of the parks and the areas located within them. **No work will be performed on weekends without prior written approval of the CROA Representative.**

Please sign acknowledging. Signature: 

- **The Contractor shall provide the CROA Representative with a monthly calendar of work schedules 5 days prior to the 1st day of each month.** Schedules must include the name of the Supervisor(s) who will oversee the work performed, and the telephone number(s) by which to contact him/her.

Please sign acknowledging. Signature: 

- The work schedules must reflect adequate time for completion of all routine work activities on a daily, weekly,



Celebration Residential Owners Association, Inc. (CROA)

and monthly basis, as well as seasonal work activities on an annual basis which comply with the specification requirements indicated throughout this document. **The schedule shall also indicate any special work assignments i.e., pesticide application, tree trimming, plant / turf replacement, mulching, etc.**

Please sign acknowledging. Signature: [Signature]

— Failure to submit schedules within the time frame specified shall result in a penalty of \$100 per occurrence, per schedule for each calendar day until schedules are received.

Please sign acknowledging. Signature: [Signature]

Contractor shall complete all work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor and approved by the CROA Representative. **All scheduled work NOT completed during the week scheduled shall be reported to the CROA Representative in writing by 4:00 PM Friday of the same week.**

Please sign acknowledging. Signature: [Signature]

**TERM OF CONTRACT**

— The term of this Agreement shall be January 1, 2023, through December 31, 2026, with the option to renew for two (2) additional one (1) year periods. The prices proposed by the Contractor shall remain fixed and firm for the duration of the Agreement.

Please sign acknowledging. Signature: [Signature]

— Prior to each renewal period, Contractor will be evaluated based on their performance.

Please sign acknowledging. Signature: [Signature]

— 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 landscaping systems as outlined within this scope.

Please sign acknowledging. Signature: [Signature]

— The following specifications are set as the minimums to achieve the desired healthy and attractive landscaping within the community. **“Please find the landscaping guidelines attached”.**

Please sign acknowledging. Signature: [Signature]

**OPERATIONS AND COMMUNICATIONS**



**SITE CLEANLINESS AND CONDITION**

- 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.
- **Cleanup of trash and debris shall be performed on all workdays throughout the year.**

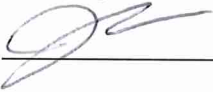
Please sign acknowledging. Signature: 

**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.

Please sign acknowledging. Signature: 

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

Please sign acknowledging. Signature: 

**MEETINGS**

- **The Contractor shall meet with the CROA Representative on a weekly basis.** Such meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving such issues, review of schedule and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the CROA Representative or the Contractor. **The CROA Representative shall provide the location, date, and time of meeting.**

Please sign acknowledging. Signature: 

- Contractor shall provide a representative to attend the monthly meeting of the CROA Board of Directors meetings and shall be able to respond to any questions the Board may have as to the day-to-day activities at the project site pursuant to this scope of work.


Please sign acknowledging. Signature: 

**QUALITY CONTROL**

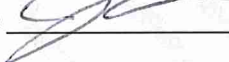


*Celebration Residential Owners Association, Inc. (CROA)*

- The CROA Representative, or his designated representative, shall be the sole judge as to the adequacy and quality of maintenance. To ensure consistent quality of the work being performed, the **CROA Representative may inspect all areas covered by this contract while or after work is scheduled to be performed.** Any deficiencies shall be recorded and submitted to the Contractor for review and corrective action. Within the three (3) workdays, the CROA Representative shall re-inspect the deficient area and any deficiencies not corrected shall result in the value of the work deducted from the monthly payment to the Contractor. The bid prices quoted by the Contractor unit pricing and/or Extra Work Pricing Sheets shall be used to determine the dollar value of any deficiencies.


Please sign acknowledging. Signature:  \_\_\_\_\_

- Within three (3) workdays (72 hours) after being notified by the CROA Representative in writing of defective or unacceptable work, should the Contractor fail to correct such work, CROA may authorize the unacceptable or defective work to be corrected. If CROA corrects the work, CROA shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work including an administration fee per occurrence. If the corrective work cannot reasonably be completed within such three (3) day period, and the Contractor had begun corrective work, and CROA reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, CROA agrees to allow Contractor to complete correction of the defective or unacceptable work beyond the three days.
- As this scope of work is for residential properties, it is required that more attention to detail will be given to each service area.
- The Contractor will make weekly in-person visual reviews of the entire site with focus on current conditions and the Contractor's performance. The Contractor will make any needed repairs and immediately.

Please sign acknowledging. Signature  \_\_\_\_\_


**REPORTS**

- A weekly maintenance report shall be generated by the Contractor and submitted via email to the CROA representative outlining potential problem areas and the contractor's proposed corrective action, upcoming work approval requests, coordination, scheduling, etc. **These will be due each Friday by 9:00 AM, so the service area manager can send the report to the community by end of day each Friday.**
- The contractor shall address and respond to all Celeservice postings, as submitted by residents and staff during daily work hours, provide updates utilizing the Celeservice App.

Please sign acknowledging. Signature  \_\_\_\_\_

**SUBCONTRACTING**

- The Contractor may subcontract certain procedures or operations only with the written approval of CROA. Proof of proper licensing and insurance must be provided to CROA prior to final approval. The Contractor is held responsible for any work performed by any subcontractor engaged.

Please sign acknowledging. Signature  \_\_\_\_\_

**WORKFORCE**



- The Contractor employees shall be dressed in a uniform fashion with company identification. Vehicles as well should be clearly identified. A professional appearance should be maintained.

Please sign acknowledging. Signature: \_\_\_\_\_

- Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors always.

Please sign acknowledging. Signature: \_\_\_\_\_

- 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 CROA hereby acknowledges that the Contractor only employs individuals who are legally authorized to work in the United States the Contractor employ individuals who are not legally authorized to work in the United States, it is understood that CROA 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.

Please sign acknowledging. Signature: \_\_\_\_\_

**KEYS/ACCESS CARDS**

- CROA will issue such keys and access cards as necessary for access to the work area. Contractor must assume full responsibility for theft or loss of said keys and cards and must pay for re-keying ALL locks operated by these keys or the replacement cost for access cards. Keys must not be duplicated.

Please sign acknowledging. Signature: \_\_\_\_\_

**LOST&FOUND**

- The contractor must ensure that articles found by its employees and/ or sub-contractors are returned to the CROA Representative or Town Hall upon discovery.

Please sign acknowledging. Signature: \_\_\_\_\_

**PARKING**

- Contractors' 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.

Please sign acknowledging. Signature: \_\_\_\_\_

**SUPERVISION**



## Celebration Residential Owners Association (CROA)

- The Contractor shall provide supervision of all maintenance and or repair work being performed during the time of service” no exceptions”. Supervisors shall be able to communicate problems to the CROA Representative at any time and shall be always easily accessible to the Representative by cell phone. CROA shall be notified of any change in supervisory personnel.

Please sign acknowledging. Signature: \_\_\_\_\_

- A monthly walk through with the CROA Representative and contractor shall be performed to cover work being accomplished, special needs or concerns, and other related information. If needed, additional supervision or a change of supervisory personnel will be requested should contract performance fall below the acceptable standard.

Please sign acknowledging. Signature: \_\_\_\_\_

### ADDITIONAL WORK

- From time-to-time additional work may be requested of the Contractor by the CROA Representative. A cost estimate, schedule, and other determining information may be required before approval of work is granted. Each situation will be considered on a case-by-case basis. All additional work shall be completed according to approved schedule.

Please sign acknowledging. Signature: \_\_\_\_\_

### CHANGES

- It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications, or as amended by the CROA Representative. 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 CROA Representative. CROA does reserve the right to deny 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.


Please sign acknowledging. Signature: \_\_\_\_\_

### SATISFACTORY PERFORMANCE

- It is estimated that the frequency and guidelines set forth in this scope 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.
- 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 may be replaced at the CROA Representatives direction at no additional cost to the Contractor. Any reported damage should be reported to the CROA Representative in the weekly report.
- Any damage to walls, landscape, lighting, fencing, resident belongings, or hardscape features by the Contractor shall be repaired by the appropriate tradesmen initiated though the CROA Representative so all warranties remain effective. All billing for said repairs will be directed to the Contractor responsible for said area and cost of repairs.



# Celebration Residential Owners Association (CROA)


Please sign acknowledging. Signature: 

- The Contractor will be graded on a scale from 1-3 where 0 is "Unacceptable" and 3 is "Excellent". If the Contractor scores below a two on a weekly audit, they have three business days to fix the unacceptable item. If the contractor scores an overall two or lower three times during the contract, an action plan of correction will be required and could lead to cancellation of contract. "Please find the inspection form utilized attached".

Please sign acknowledging. Signature: 

## MAINTENANCE FOR VISIBILITY AND SAFETY

- All landscaping shall be maintained in a manner that allows clear passage of vehicles in all roadways and pedestrians along sidewalks and designated pathways, provides open visibility where necessary for safety, and does not obstruct lighting or signage.

Please sign acknowledging. Signature: 

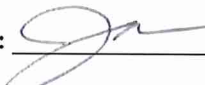
- Clear visibility in both daytime and nighttime is of the utmost importance for parking areas, driveways, and at intersections of all types.

Please sign acknowledging. Signature: 


- Trees and shrubs shall not be allowed to grow into or over sidewalks, cart paths, public or private streets, driveways, alleyways, or parking areas in any way that conflicts with the safe passage of pedestrians and vehicles.

Please sign acknowledging. Signature: 


- A minimum of ten (10) feet vertical clearance shall be maintained. This shall be increased to fifteen (15) feet on all streets where necessary for the passage of taller vehicles, such as vans, buses, emergency vehicles or trucks-in areas which must be accessed by such vehicles.

Please sign acknowledging. Signature: 

- In general, hedges and shrub masses shall be maintained at a maximum height of three (3) feet in all areas where views must be maintained for safety of vehicular and pedestrian traffic Contractor must visually inspect the site (doing so on a routine basis) to determine whether safe visibility requires maintenance at a lower height, in any given situation.

Please sign acknowledging. Signature: 

- Individual plants or specimens which do not specifically impede safe visibility may conform to the other applicable standards of these specifications provided in the Celebration Landscaping Architectural guidelines. Trees near light poles shall be maintained as they grow to avoid impeding safe light levels, to the greatest extent possible.

Please sign acknowledging. Signature: 

- Pruning of all landscaping shall comply with the proper techniques based on the type of plant material. But in all cases, ensuring safe visibility shall be the prevailing objective.  
Prune and maintain all-natural vegetation back five (5) feet or more from edge of turf, sidewalks, fence lines and parking areas.





# Celebration Residential Owners Association (CROA)

Please sign acknowledging. Signature: [Signature]

- Where natural wooded areas adjoin the finished turf areas and landscape beds, a buffer zone of at least three (3) feet shall be maintained with herbicide and or mechanical means.

Please sign acknowledging. Signature: [Signature]

## TURF MAINTENANCE

- Appropriately sized equipment shall mean the use of 22” – 32” commercial push mower for areas within all fenced yards and for all turf areas which are less than (4’) four feet in width. This requirement will be strictly enforced.

Please sign acknowledging. Signature: [Signature]

## BAHIA, ST. AUGUSTINE & ZOYSIA TURF

- Mowing of all Bahia, St. Augustine and Zoysia turf areas shall be performed on a weekly basis during the normal growing season (March through October). During the months of November through February 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 always promote healthy and continued growth as well as proper appearance.
- Zoysia grass should be mowed with a walk- behind- mower with a bag to collect clippings which is better and actually quicker in the small spaces than a rider.

Please sign acknowledging. Signature: [Signature]

## BERMUDA TURF

- Bermuda turf shall be cut two (2) times per week during the months of March through October and one (1) time per week November through February unless abnormal conditions arise. The turf shall be mowed at a frequency to always promote healthy and continued growth as well as proper appearance.

Please sign acknowledging. Signature: N/A

- **REEL mowers MUST be used to maintain Bermuda Turf. Any exceptions to this requirement must have prior approval if the CROA Representative.**


Please sign acknowledging. Signature: N/A

- Mowing patterns shall be varied to minimize wear areas from tires and slippage.
- Mowing height shall be based on season and what is horticulturally correct for turf type and location. Please see chart below.



# Celebration Residential Owners Association (CROA)

Turf Type	Height (inches)	Frequency (per year)	Mower Type
Bahia grass	3.0 - 4.0	42	Rotary
Bermuda grass	0.5 - 1.5	88	Reel
St. Augustine grass	2.5 - 4.0	42	Rotary
Zoysia grass	1.5 - 2.5	42	Rotary

Please sign acknowledging. Signature: 

- If a change in height of cut is considered, the CROA Representative must approve such change, in writing, prior to any height adjustment.
- 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, and signposts due to the use of line trimmers is not acceptable**
- 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.

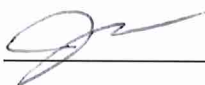
Please sign acknowledging. Signature: 

## 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, parking lot islands or residential yards by the mowers.


Please sign acknowledging. Signature: 

- In areas with parking lots associated with the landscape maintenance, leaves and debris are to be either raked or removed with a vacuum. **Leaves are not to be blown into landscape beds or down storm drains.** If the condition of turf declines due to failure to remove accumulated leaves in a timely manner, the Contractor is responsible for replacing **the turf**.
- Leaves are to be blown away from the structure of the homes and not blown towards the homes causing buildup in the hedges, landscaping beds or on porches.

Please sign acknowledging. Signature: 

## LEAVES -SEASONAL

- The months of **December through April** leaves, acorns and debris must be removed from all landscape beds, turf, and hardscape at all Service Areas on Friday and Tuesday basis each week. The curbs and streets adjacent to each location are included as part of this scope. Removal by vacuum is preferred however, raking, blowing and manual removal will be allowed. No Leaves are to be left in landscaping beds, turf, sidewalks, and roads.

Please sign acknowledging. Signature: 

## EDGING

- All necessary edging operations shall be performed routinely to trim the turf and maintain a well-groomed appearance for all



# Celebration Residential Owners Association (CROA)

sidewalks, curbs, plant beds, drainage structures, irrigation valve boxes, splice boxes, gate valve boxes, water meter boxes, and other such interfaces between turf and different surfaces.

- Bed lines shall be edged to conform to their original design intent, with adjustments being made periodically for the plant growth.
- Edging shall occur in conjunction with each mowing cycle. Grass runners shall not exceed one inch in length along sidewalks, curbs, pavements, planting beds, and other such edges.
- Upon completion of edging operations, the turf edge shall be neat, clean, and approximately 1/2 inch from the edge of any pavement, with a minimum depth of 2 inches.
- All paved areas and mulched beds shall be free of dirt, clippings, and debris after work is completed.

Please sign acknowledging. Signature:  \_\_\_\_\_

## DISEASE AND PEST CONTROL

- All turf varieties shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists. Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.
- Fertilizers and chemicals should be kept off walls of homes to avoid stains

Please sign acknowledging. Signature:  \_\_\_\_\_

## WEED CONTROL

- 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 shall be expected.

Please sign acknowledging. Signature:  \_\_\_\_\_

- 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.
- If the use of chemicals is not working in landscaping beds, it will be required to hand pull weeds as needed.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature:  \_\_\_\_\_

## FERTILIZATION – TURF

- A soil fertility and pH test shall be performed by the Contractor twice a year January and June from several representative areas in the turf and landscape beds at all locations to help determine the analysis of the product to use in the fertilizer application programs. Copies of these test results must be provided to CROA, with tested locations each time they are



## Celebration Residential Owners Association (CROA)

performed.

Please sign acknowledging. Signature: \_\_\_\_\_

### ST. AUGUSTINE & ZOYSIA

- There should be a minimum of four (4) applications of a complete, acid-forming turf fertilizer applied to Zoysia and St. Augustine turf per year.
- February (After February 15th): (Zoysia and St. Augustine) A standard non-burning complete turf fertilizer containing a minimum of 30% to 40% of the Nitrogen in a controlled release form such as sulfur coated, or polymer coated sulfur coated urea. There should be a minimum of 4% Iron, 6% sulfur, and 2% each of Magnesium and Manganese. A lesser amount of Iron will be acceptable if it is in a chelated form. The fertilizer shall be applied at 1 pound of actual Nitrogen per 1000 Square feet of turf.
- May: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- August: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- October: (St. Augustine) Analysis should be determined by soil test results and recommendations.
- November: (Zoysia) Analysis should be determined by soil test results and recommendations.
- If these recommendations fail to keep the turf a consistent acceptable green color, a soil test should be performed, and the fertilizer blend adjusted accordingly. If the fertilizer does not keep the turf an acceptable green color between applications during the growing season, it may be necessary to provide an extra application of Nitrogen and/or Iron to provide suitable color and may be requested by the owner. This will not be considered an extra to the contract.
- All turf fertilizers should be watered immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Contractor will also be responsible for sweeping or blowing fertilizer off all walkways, parking lots, roadways, and any affected paved area such as residents' porches. Special attention should be taken to ensure that fertilizer does not enter any stormwater retention or drainage feature.

Please sign acknowledging. Signature: \_\_\_\_\_

### BAHIA TURF

- There should be two applications of complete commercial turf fertilizer to Bahia grass areas per year.
- March: A standard, non-burning complete turf fertilizer such as 16-0-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product)
- September: 9-2-24 with 6% iron, 8 to 10% Sulfur, and 2% each of Magnesium and Manganese at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product) This will help with winter cold tolerance.
- If yellowing occurs in between fertilizer applications, a liquid application of 12-0-0 with iron at the label rate, or another chelated iron source should be applied.
- All chemical applications shall be performed by trained, licensed operators in accordance with applicable local, state, and federal regulations, safety standards, and the manufacturer's instructions.
- All fertilizer shall be thoroughly watered in after application.

Please sign acknowledging. Signature: \_\_\_\_\_

### BERMUDA TURF - HIGH" DEMAND MAINTENANCE SCHEDULE



## Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
1	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
2	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
2	0-0-50 Potassium Sulfate	150Lbs/ Acre
2	Pre-Emergent	Per label rate full coverage
3	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
3	Round-up clay areas and fence lines	
3	Weed control post-emergent	Per label rate full coverage
4	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
4	Round-up clay areas and fence lines	2% Solution
4	Deep Tine Aerify	
4	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
4	Verti-cut	3/4" deep with 2" spacing
4	Chelated Iron 12-0-0	
5	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
5	Round-up clay areas and fence lines	2% Solution



## Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
6	0-0-50 Potassium Sulfate	150lbs/Acre
6	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
6	Aerate ¾" coring tines 3"-4" deep	
6	Weed control post-emergent	Per label rate full coverage
6	Round-up clay areas and fence lines	2% Solution
6	Heritage Application	Per label rate full coverage
7	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
7	Round-up clay areas and fence lines	2% Solution
8	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
8	Round-up clay areas and fence lines	
8	Pre-M	Per label rate full coverage
8	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
9	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
9	0-0-50 Potassium Sulfate	150Lbs/Acre
9	Round-up clay areas and fence lines	2% Solution
9	Aerate ¾" coring tines 3"-4" deep	
9	Weed control post-emergent	Per label rate full coverage
10	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
10	Round-up clay areas and fence lines	2% Solution
11	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	Round-up clay areas and fence lines	2% Solution
12	Deep Tine Aerify	

Please sign acknowledging. Signature: N/A



**GROUND COVER AND SHRUB MAINTENANCE**

**SHRUBS**

(Indian Hawthorn, Holly, Viburnum, Boxwood, and similar woody ornamentals)

- These shrubs shall be pruned only as necessary to maintain their natural habit and growth at specified heights, to remove excessive growth, and to maintain a natural, informal appearance. Individual plants shall be allowed to grow together into one mass, never shaped as individual plants.
- As the shrubs mature, individual plants should not be apparent; plants shall be allowed to grow together in a “soft”, informal, and un-sheared mass.
- At no time shall any shrubs be allowed to impede safe visibility for pedestrians and vehicles.
- Maintain most shrubs in pedestrian and parking areas for safety and visibility, usually about 36" +/-, but always as dictated by the circumstances in any specific location. Where larger shrubs are used for screening of specific features, their ultimate heights shall be dictated by the purpose for which they have been used in the plan, and they shall be allowed to reach the effective height and density necessary to serve that purpose. In no instance, however, shall any shrub be allowed to obstruct visibility for traffic and pedestrian safety.
- Use hand clippers to remove odd, long, or undesirable branches, keeping the shape natural and uniform. Do not prune masses into geometric forms by hard shearing.
- Per Celebration ARC guidelines, Hedges must be trimmed below the windowsills and below decorative trim along the top of the walls; Exceptions might include garage windows which are too close to the ground.
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12”.

Please sign acknowledging. Signature: \_\_\_\_\_

**HERBACEOUS "GRASSY" SPECIES**

(Society Garlic, Lily-of-the-Nile, Liriope, and similar species)

- These groundcovers shall be allowed to grow to their natural height and width; pruning is not necessary. Cultivate to achieve dense mass; maintain separation between groundcover and adjacent plant materials.
- Spent flower heads shall be removed regularly, as required for best appearance.
- If more than 50% of a plant is frost damaged, cut back to remove all dead or damaged foliage after last frost.
- Contee palms, Agapanthus, Liriope, Iris, and other plants that are chosen for the display of their leaves should be thinned to remove excessive growth that encroaches over onto walkways or out of their place in the landscape design and never edged or sheared
- Contractors must not trim buds before they have had a chance to bloom.

Please sign acknowledging. Signature: \_\_\_\_\_

**WOODYGROUNDCOVERS**

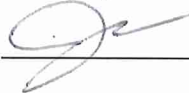
(Parson's Juniper, Blue Pacific Juniper, Lantana, and similar species)

- These groundcovers shall be allowed to grow together to form full, natural, informal masses, maintaining separation between adjacent plant materials.
- Prune to maintain height at 18" to 24" or as otherwise appropriate for the species, and to prevent masses from overgrowing curbs, sidewalks, and bed edges. Do not allow masses to become overgrown, requiring extensive pruning.
- Depending on degree of possible cold damage, cut back as required after last frost to achieve intended growth.



# Celebration Residential Owners Association (CROA)


- Do not prune masses into geometric forms by hard shearing.
- Where plants are adjacent to curbs, sidewalks and bed edges, prune edge of mass back in a natural, informal shape; do not shear vertically.
- Contractors must not trim buds before they have had a chance to bloom.

Please sign acknowledging. Signature: 

## GROUNDCOVERS

(Dwarf Confederate Jasmine, English Ivy, and similar species)


- Cultivate vining groundcovers to achieve dense, entwined masses; maintain separation between groundcover and adjacent plant materials, by edging and/ or pruning.
- Some species, such as Dwarf Confederate Jasmine, once grown in to full and dense coverage (which may take 2 or 3 years for some species), may be trimmed at a height of 6" periodically to maintain a dense and consistent level of coverage.
- Do not shear masses vertically where adjacent to curbs, bed edges, drainage structures, valve boxes, meter boxes, and other such interfaces. Prune exposed edge of mass back at a maximum 45-degree angle from horizontal, in a natural, informal shape.

Please sign acknowledging. Signature: 

## ACCENT PLANTS

(African Iris, and similar species used as accents)

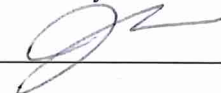
- Accent plants should only be trimmed as necessary to remove excessive growth, and shoots, while maintaining a natural, informal appearance. As the plant matures, the plants shall be maintained at the intended height of the accent feature, not allowed to become overgrown or invasive.
- Use hand clippers to remove odd, long, or undesirable shoots, and to remove outer pups or shoots from overgrown clumps, keeping the shape natural, loose, and uniform. Do not shear.
- Accent plants that are damaged by the frost shall have all the damaged foliage removed and in such cases the damage affects the entire plant, it shall be cut back to the ground after the last frost.

Please sign acknowledging. Signature: 

## ORNAMENTAL GRASSES

(Cordgrass, Muhly Grass, Fountain Grass, and similar species)

- Ornamental grasses shall be maintained at their natural height and width.
- To achieve best form and appearance, loose, brown, and dead foliage shall be removed the months of February through March prior to new spring growth. Sever pruning to the ground is not an acceptable practice and as a result will require replacement at the Contractors expense upon discovery.

Please sign acknowledging. Signature: 

## PRUNING OF GROUND COVER AND SHRUBS

- Plant materials and tree limbs must be kept trimmed away from multi-modal transportation paths and sidewalks and at no time should be allowed to encroach on these areas.
- Special attention to areas around landscape lighting fixtures shall be given not only to promote lighting effect, but the protection





## Celebration Residential Owners Association (CROA)

of fixtures themselves from damage.

- Shrubs located under windows should be trimmed to the bottom of the window ledge leaving the window trim detail visible.
- All shrubs around the AC units/ equipment should be trimmed to screen the unit without impeding the use. Shrubs along privacy fences should be maintained to the bottom of the top rail leaving the top rail visible. Shrubs along a picket fence should be maintained to the top rail of the fence leaving the top picket details visible.
- Contractors must not trim buds before they have had a chance to bloom.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12".
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- A Hard pruning of Ligustrums and Burberry trees will be necessary to be kept below 10' and also a hard pruning of camellia bushes.

Please sign acknowledging. Signature: \_\_\_\_\_

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- When five (5%) of any individual plant material shows signs of disease, curative action must be taken. Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Non-targeted plant material damaged because of improper chemical applications must be replaced upon discovery at the Contractors expense.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

### FERTILIZATION OF GROUNDCOVER AND SHRUBS

- Shrubs and groundcovers shall be fertilized four (4) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. This shall be applied in March, May, July, and October at 1/2 cup per small shrub, 1 cup per large shrub, or 15 to 30 pounds per 1000 square feet of plant bed, depending on the spacing, type of plants, and product used. Fertilizer shall be broadcast evenly over the entire root zone, and care shall be taken to avoid accumulation of fertilizer granules on leaves, crowns, etc.
- The fertilizers should be watered in immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Special attention should be taken to prevent any fertilizer from being blown, swept, or otherwise ending up in any parking lot or roadway storm drain. Any fertilizer that ends up upon any non-target area or hard surface shall be removed and applied to a target area.

Please sign acknowledging. Signature: \_\_\_\_\_



**TREE MAINTENANCE**


**CRAPE MYRTLES**

- Crape Myrtles shall be maintained with an open, natural crown. The natural branching structure shall be maintained, light pruning only to promote healthy, natural development form, size, and width.
- As trees mature, a clear trunk height of 8.5' minimum shall be maintained.
- Canopies shall in no case be allowed to deter safety and visibility in traffic situations.
- Light pruning should be performed to remove seed pods as they form to promote re-flowering. Contractor should remove most remaining seed pods in Fall/Winter, where overall height allows this to be done safely. No branches larger than 1/2" in diameter, or more than 24" of the current year's growth shall be removed.
- Topping, heading cuts or trimming back to knobs is not permitted. Proper reduction cuts may be made in some instances with the approval from the CROA Representative.
- All Branches shall be pruned that impede pedestrian walkways and all alleyways.
- Pruning shall be completed twice a year, once in the Fall/ Winter and once late spring.

Please sign acknowledging. Signature:  \_\_\_\_\_

**PALMS**

- Palms shall be pruned once the fronds have dropped to an 8:00 o'clock to 4:00 o'clock angle. The Contractor shall remove the fronds to a maximum 10:00 o'clock to 2:00 o'clock angle and all seed and emerging seed pods will be removed. Pruning of palms shall occur minimum of (3) times per year between the months of March through October.
- All Phoenix species will be pruned to a maximum 9:00 o'clock to 3:00 o'clock angle.
- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

Please sign acknowledging. Signature:  \_\_\_\_\_

**LIGUSTRUM TREES**

- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

Please sign acknowledging. Signature:  \_\_\_\_\_

**NELLIE STEVENS HOLLY AND RELATED SPECIES**

- These trees shall be maintained to have thick and dense foliage. They should only be pruned to promote health, and natural development form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.

Please sign acknowledging. Signature:  \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

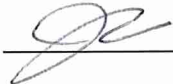
### LIVE OAK AND RELATED SPECIES

- Live Oaks and related species are to be maintained to have thick dense foliage. They should only be pruned to promote healthy and natural development form. Pruning shall be kept at a minimum.
- As trees mature, only remove necessary lower branches to maintain the natural normal form of the tree, and to allow for necessary maintenance.
- The tree shall have 2/3 canopy and 1/3 clear trunk.
- All limbs that are pruned back to the main trunk or central leader shall be cut at the collar, but not damaging the collar.

Please sign acknowledging. Signature:  \_\_\_\_\_

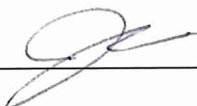
### MAGNOLIAS

- Magnolias shall be maintained to have thick and dense foliage. They should only be pruned to promote health and natural form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.
- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood. To encourage full and dense foliage, **prune lightly in the fall** or early spring (**before the spring flush**), by removing 6" to 10" of foliage in appropriate areas and trimming leggy branches, to promote natural shape and form. **The central leader shall not be removed.**
- Branches shall be maintained away from structures and maintained to not extend into alleyways, sidewalks and pedestrian areas.

Please sign acknowledging. Signature:  \_\_\_\_\_

### ALL TREE SPECIES


- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood, or to provide visibility. Contractor shall be responsible for pruning up to the first fifteen (15) feet of trees as needed to maintain a natural and healthy appearance. All Trees should maintain a (5) feet clearance from any structure or townhome/residence.
- All broken limbs or debris resulting from winds, storms; or other causes shall be removed promptly, or immediately if impeding safety.
- Pruning cuts shall be clean and smooth with no rough or torn bark or wood remaining.
- 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 and will require replacement at the Contractors expense upon discovery.
- **Pruning of all trees needs to be maintained year-round to specifications.**

Please sign acknowledging. Signature:  \_\_\_\_\_



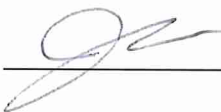
**DISEASE AND PEST CONTROL**

- All plant material shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Areas treated shall have

Please sign acknowledging. Signature:  \_\_\_\_\_

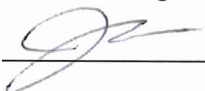
**FERTILIZATION OF TREES**

- Proper fertilization for the varied trees shall be performed three (3) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. Fertilizer shall be broadcast evenly over the entire root zone out to the drip line. Applications shall be at the labeled rate on the bag, and applied in March, June, and September.
- Palms shall be fertilized three (3) to four (4) times per year with a fertilizer with an analysis of 8-2-12 plus 4% Magnesium (Mg.) and 2% Manganese (MN) and 0.10% to 0.15% Iron (Fe), Zinc (Zn), Boron (B), and Copper (Cu). One hundred percent (100%) of the Nitrogen (N), Potassium (K), and Magnesium (Mg.) should be in controlled release form, while all the micronutrients except Iron (Fe) should be in Sulfate form. Two percent (2%) Iron (Fe) from Iron Sulfate can substitute for 0.15% Iron (Fe) from chelated forms. (EDTA, DTPA, etc.). This product is to be applied at the rate of 1.5 pounds per 100 square feet of palm canopy or bed area, or 15 pounds per 1000 square feet.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature:  \_\_\_\_\_

**FLOWER BED MAINTENANCE**

- Annual flower beds shall be maintained in a fashion to allow for a full, colorful appearance always throughout the year. Beds shall be kept free of spent flowers, weeds, and debris.
- Shrubs and turf surrounding annual beds must be trimmed to keep them from encroaching on the annual flowers and reducing the bed size. The original size of the beds and the annual flower count as described must remain the same.
- 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 appearance.

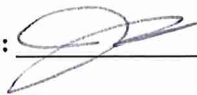
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## Celebration Residential Owners Association (CROA)

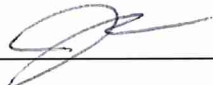
### WEED CONTROL

Beds are to be kept free of weeds, landscape debris and trash. Hand weeding shall be done as necessary. The use of pre-emergent and selective herbicides is required for all Annual Flower beds.

Please sign acknowledging. Signature:  \_\_\_\_\_

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature:  \_\_\_\_\_

### PESTICIDE USE SPECIFICATIONS

- Contractor shall have extensive knowledge and experience developing and implementing Integrated Pest Management Programs (IP: tvf) and shall develop, implement, and adjust an IPM program for all sites included in this contract.
- All pesticide applications are to be made by or under the supervision of a person or persons with appropriate valid licenses, permits or certificates issued pursuant to all applicable Federal, State, or local laws or regulations. Said person or company is to be currently registered to conduct a pest control business in the State of Florida and the County of Osceola.
- Pesticide applications are to be made in strict compliance with the product label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency.
- Within thirty days of the award of contract, and/ or prior to the actual start of work, Contractor shall supply to the CROA Representative a list of all chemicals proposed to be used in the fulfillment of said contract. No "generic" chemicals shall be allowed for substitution purposes, unless approved by the CROA Representative.
- The most current specimen labels and Safety Data Sheets for all listed chemicals shall be supplied at this time and Copies of both the P.C.A. recommendations and applicable Pest Control Advisor and Qualified Applicator Licenses or Qualified Applicator Certificates, shall be submitted. All above-mentioned items shall be resubmitted in January of each year the Contract is in effect.
- CROA shall be notified in writing of any changes or deviations from the above list. Application of deviated materials shall not be made prior to approval by the CROA Representative.
- A five-working day notice in writing shall be given to CROA prior to any pesticide application so the notice can be communicated to the residents in advance. Notice shall include name of chemical, area to be treated, rate of chemical, method of application, date and time of day application is to be performed. CROA must give written consent prior to application of any Category I, or restricted use, pesticide.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets

Please sign acknowledging. Signature:  \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### REFUSE CONTROL

- Areas within the project limits shall be kept free of litter and refuse (trash, cans, paper, bottles, cigarette butts, etc. and accumulations of leaves, dirt, and branches) always.
- Policing and litter pickup shall occur as often as necessary to ensure a clean, litter-free appearance.

Please sign acknowledging. Signature: \_\_\_\_\_

### REPLACEMENT OF PLANTS TO MAINTAIN DESIGN INTENT

- No changes or additions of plant materials, and no changes or additions to the design or layout of the landscaping shall be made without review and approval of CROA.
- Any tree, palm, shrub, or groundcover plantings which die, or which are damaged or decline to the extent of affecting the overall appearance of the project, shall be replaced promptly with the same species in a size which reasonably matches the plant it is replacing, to preserve the design intent and appearance of the landscaping.
- Any tree or plant which is abusively pruned in noncompliance with these specifications shall be replaced by the same species in a size which reasonably matches the plant it's replacing.
- **The Contractor shall be responsible for the full cost of such replacements where required due to incorrect maintenance (abusive pruning, fertilizer burn, etc.) or to inadequate maintenance (disease, pests, fungus, irrigation negligence, etc.). The Service Area/CROA shall be responsible for the full cost of such replacements only due to damaging acts by others, acts of God, and/ or other circumstances not attributable to actions or inactions of the Contractor.**
- If the plan included annuals or perennials, replacements shall be made on a seasonal basis, or whenever required, to maintain an acceptable year-round effect. Conversion of bedding plant areas to other landscape plants shall be subject to review and approval by CROA.

Please sign acknowledging. Signature: \_\_\_\_\_

### PLANT GUARANTEE AND/OR REPLACEMENT POLICY

- Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.
- All replacement plants shall be inspected and approved by CROA prior to installation. All landscape improvements or repairs shall conform to the Celebration Residential Owners Association, Inc. Landscape Specifications and Details.
- The Contractor must assume the maintenance responsibility and warrant future landscape improvements, new installation and refurbishment of existing landscape as specified within this scope.
- The Contractor and the CROA Representative will conduct an inspection of said landscape prior to final acceptance by CROA.
- Contractor shall submit an inspection report to the CROA Representative within 3 days following the inspection which must list all concerns and recommendation to correct. If said inspection report is not submitted as required, Contractor must accept and assume the plant replacement warranty for the remainder of the contract term without consideration of compensation.
- Any issues discovered during the inspection process will be corrected based on plant health.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### MULCHING

- All plant beds and tree rings shall be maintained with an adequate and neat layer of Cocoa Brown Hardwood Mulch or Pine Straw if approved by ARC and shall not exceed 3" in depth. **Mulching shall occur twice per year during the months of April and September/ First week of October depending on the request of the individual service area.**
- **(ALL Service Area Mulch must be installed by April 15th and October 1<sup>st</sup>).**
- Contractor will replenish mulch where disturbed due to mowing operations such as edge of landscape beds and tree rings. This shall have performed at no additional cost to CROA.
- Care should be taken during mulching to not cover landscape lighting, valves, junction boxes or other structures and components.
- Care shall be taken to avoid piling mulch around the plant crowns or trunks.

Please sign acknowledging. Signature: \_\_\_\_\_

### IRRIGATION SYSTEMS

- The Irrigation Contractor / Technician(s) shall be Rain Bird Maxicom Certified and must submit proof of a minimum of 3 years' experience with Irrigation installation and maintenance including ESP-LXD Series Two-Wire Decoder Controllers, flow meter, rain gauge, soil moisture sensors and a good understanding of Evapotranspiration and the ability to utilize such knowledge for the benefit of a healthy landscape.
- Irrigation systems and components shall be monitored to ensure that proper coverage is always achieved. Contractor shall provide one dedicated and certified Irrigation Technician for every 300 zones.

Please sign acknowledging. Signature: \_\_\_\_\_

### IRRIGATION REPAIRS

- The Contractor shall be responsible for repair of all site irrigation beginning with the customer service valve; downstream from the water meter, all pressure main lines, or any equipment in line (flow meters, master valves, etc.), through lateral lines and sprinkler heads; including all irrigation controllers, weather stations, rain gauges, control, and communication wiring, wireless and air cards. Contractor shall notify CROA Representative of any main line failure within two (2) hours of occurrence.
- **The CROA Representative shall approve all repairs in advance. The Contractor shall notify the CROA Representative once repairs are completed and prior to back filling any repairs to allow for inspection. Once inspected, the CROA Representative will notify the Contractor to backfill the repair. If the open repair presents a hazard to the public the repair shall be back filled as authorized by the CROA Representative. Photographs of the repairs shall be submitted.**
- **Damage to irrigation systems caused by the Contractor shall be the responsibility of the Contractor to repair within 48 hours of occurrence, self-discovery, or notification by CROA.**
- All replacement parts and materials are to be same type and model as original installation unless a substitute is approved by CROA representative. Failure to do so shall result in a deduction from monthly payments. In addition, a performance deficiency notice shall be issued to the Contractor.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### IRRIGATION SCHEDULING AND WATER MANAGEMENT

- Contractor shall be responsible for the programming and monitoring of irrigation controllers that are part of the Rain Bird centralized systems and any future cloud-based smart irrigation control systems. The Contractor shall be responsible for programming all standalone irrigation controllers.
- For changes to irrigations schedules controlled by the Central Irrigation Computers (Ivfaxicom) and any future cloud-based smart irrigation control systems the Contractor shall submit proposed irrigation schedules or a request to change a. schedule to the CROA Representative and the Celebration Community Development District Representative, two (2) days in advance of the needed change. The CROA Representative, using information provided by the Contractor, shall ensure the schedules are updated by the CCDD by the date requested.
- The Contractor shall perform inspections and repairs of all irrigation systems within contracted sites on the following schedule:

Please sign acknowledging. Signature: \_\_\_\_\_

### Service Areas Inspection/Reports

- **Irrigation inspection reports are to be completed One (1) time per month October - February & two (2) times month March – September. Detailed inspection report must be emailed to the CROA representative on the date that the inspection is completed.**
- **All inspections shall be included in the calendar work schedule submitted monthly.**
- The Contractor shall be responsible for programming each non-centralized irrigation controller to run only on assigned watering days as required by the Enterprise Community Development District (ECDD). Failure to do so shall result in a penalty of \$100 per occurrence per irrigation controller for those observed to not be programed as required.
- CROA shall have final determination as to the appropriate programming of the Irrigation Controllers. Upon discovery, the Contractor shall immediately report any irrigation system malfunctions, vandalism or damage to the CROA representative. The Contractor shall be responsible for necessary repairs to irrigation controllers.
- **The CROA Representative shall inspect and confirm any proposed repairs to irrigation controllers prior to commencement.**
- The Contractor shall furnish CROA with copies of all invoicing and associated inspection report, with location, pricing and quantities listed, for all irrigation system repairs. Invoice and inspection reports must indicate the exact location of the repairs, the controller and valve number to be considered for payment.

### IRRIGATION SPECIAL PROVISIONS - WATER MANAGEMENT

- Contractor shall keep all controllers in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance.
- Contractor shall keep all controller enclosures in good working order. This includes cleaning door panels, vacuuming interiors, pest prevention-eradication, lubrication of hinges, locks, etc. Contractor is responsible for always securing the controller cabinet door.
- **Contractor shall adjust all aspect of the irrigation systems to:**
  - Provide optimum coverage of all landscaped areas.
  - Prevent or minimize runoff and/ or erosion.
  - Prevent or minimize water on roadways.
  - Match precipitation rates of all nozzles/heads.
  - Prevent, eliminate and/ or limit hazardous conditions.
  - Prevent "flood irrigation"; over irrigating one area to account for coverage deficiency in another area.





## Celebration Residential Owners Association (CROA)

- All system malfunctions, damage, and obstructions shall be recorded, and timely corrective action taken in addition to specified routine irrigation system testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported; daily, if needed.
- Contractor shall correct deficient irrigation systems and equipment as necessary following notification from the CROA Representative.
- Contractor shall notify the CROA Representative immediately any time an irrigation system is shut down for any reason.
- The Contractor shall have full responsibility to ensure watering requirements are met within each CROA site. Contractor's forces shall be capable of performing repairs, installations, and modifications of existing irrigation systems to adequately irrigate all landscaped areas.
- The Contractor must ensure that sprinkler heads are in good operational order, filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, nozzle and filter replacements shall be considered as included in the contract price and no additional compensation shall be allowed.
- All electrically operated valves shall close completely at the conclusion of the station-watering program. As needed, valves shall be cleaned, repaired and/ or replaced promptly to restore proper operation. As part of the base bid, valve boxes shall be kept clean of sand, debris, and silt to a depth of 2" below the bottom of the valve.

Please sign acknowledging. Signature: \_\_\_\_\_

### MATERIALS

- All replacement materials shall be original types and model materials unless a substitute is approved by the CROA Representative. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems. Contractor shall implement repairs in accordance with all warranties.
- Cost of materials invoiced to CROA, if not listed on the unit price sheet, shall be the Contractor's actual cost plus a maximum 15% markup. Labor shall be considered as included in total contract price and no additional compensation shall be allowed. All parts and material invoices must include a copy of the irrigation inspection report specific to each project category location.
- The cost of all replacement materials will be broken down and given in the contract that is submitted in the price of the proposal and shall remain the price given during the contract period.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### DISASTER/ EMERGENCY PLAN

- When a Hurricane Warning has been issued for the Central Florida area, the Contractor must turn off all irrigation systems immediately as directed by the CROA Representative. This is to include weekends and holidays. Once the Hurricane threat has passed, the Contractor shall ensure all irrigation systems are fully operational within 48 hours as directed by the CROA Representative.
- **In the event of a declared emergency or disaster, Contractor shall provide debris removal services. Prior to mobilization for debris removal activities, Contractor shall provide CROA, in writing, hourly rates for personnel and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. (Contracted hourly rates will be included during the RFP process and effective during the contract period).**
- **Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.**
- Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- **Disaster Recovery Assistance Services shall not exceed seventy (70) hours for each declared emergency/ disaster.**
- **Contractor shall maintain and supply CROA all the necessary and adequate documentation on all emergency/ disaster-related services to support reimbursement by other local, state, or federal agencies. (Including before and after pictures).**
- CROA reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. CROA will not be held responsible for any loss incurred by Contractor because of CROA's election to terminate these activities pursuant to this paragraph.
- **Once declared by the county that it is no longer under a hurricane, tropical storm and tornado warning, contractor must communicate with the CROA representative of when work will commence. Any fallen trees/debris that are causing a safety hazard or obstruction must be removed immediately.**

Please sign acknowledging. Signature: \_\_\_\_\_

### INSURANCE; INDEMNIFICATION

- Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:
- Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and
- Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.
- All such insurance required shall be in companies and on forms acceptable to CROA and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to CROA. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to CROA. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.



## Celebration Residential Owners Association (CROA)

- Contractor shall defend (if requested by CROA), indemnify and hold CROA and its officers, directors, agents, employees and assigns harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement; or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

Please sign acknowledging. Signature:  \_\_\_\_\_

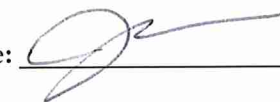
### **COURTYARDS**

- Some Townhomes in the Service Areas have maintenance that includes all the gated courtyards “unless the homeowner has requested, or the gated area is locked”. Many homeowners have installed pavers in most of the yard but any landscape in the ground must be maintained per this scope
- It is of importance that the landscaping crews close all gates once they have completed all service in the courtyards, ensure that the gate has securely latched.

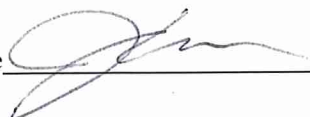
Please sign acknowledging. Signature:  \_\_\_\_\_

### **HOMEOWNER REQUESTS/INSTRUCTIONS**

- Owners may ask for special care at their properties. We generally ask that any requests go through the Service Area Committee or the CROA office so there is maintenance consistency. CROA staff will confirm any requests or concerns for alternate maintenance of a unit.

Please sign acknowledging. Signature:  \_\_\_\_\_

I JACOB MOOTZ Have read the scope of work in its entirety and acknowledge and understand the guidelines and specifications that are required.

Signature  \_\_\_\_\_

Date 11/16/2022





# Celebration Residential Owners Association (CROA)

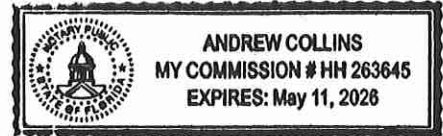
## CONTRACTOR'S AFFIDAVIT

State of Florida  
County of Osceola

Before me personally appeared Jacob Mott who (title) is Director of *(the company described herein)* being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by CROA deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known          or Produced Identification FI DL

Sworn to and subscribed before me this 17 day of November, 2022



[Signature]  
NOTARY PUBLIC – STATE of FLORIDA  
(Signature of Notary Public)

Andrew Collins  
(Print Name of Notary Public)

*This document must be completed and returned with your Submittal*

## BID RESPONSE FORM

Company Name: Benchmark Landscaping Contact: Jacob Mootz, Director of Business Development  
 Email: Jmootz@benchmarklandscapingfl.com Phone: 407-929-7610

I Jacob Mootz, on behalf of Benchmark Landscaping, submit the following bids as indicated below:

Please provide a bid price for the following items:

- Total price per calendar year of contracted services
- Pricing Worksheet (example attached)

**NOTE(S):**

When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in CROA's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.

All price information to be used in the RFP evaluation must be on this proposal form.

CROA reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

*"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully regarding all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with CROA in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor, and service necessary to complete the work covered by the RFP and Contract Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.*

*Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP."*

Executed by:

Jacob Mootz	Director of Business Development		11/16/2022
Agent Name	Title	Signature	Date

*This document must be completed and returned with your Submittal*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 2290 Lucien Way Suite 400 Maitland FL 32751	<b>CONTACT NAME:</b> Tambi Hasanbik <b>PHONE (A/C, No, Ext):</b> (407) 660-8282 <b>E-MAIL ADDRESS:</b> Tambi.Hasanbik@bbrown.com	<b>FAX (A/C, No):</b> (407) 660-2012
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Benchmark Landscaping, LLC PO Box 471057 Kissimmee FL 34747	<b>INSURER A:</b> Southern-Owners Insurance Company	<b>NAIC #</b> 10190
	<b>INSURER B:</b> Auto-Owners Insurance Company	18988
	<b>INSURER C:</b> Bridgefield Casualty Insurance Company	10335
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL2293046587      **REVISION NUMBER:**

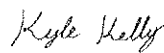
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			72556623	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMPI/OP AGG \$ 2,000,000	
							\$	
B	<b>AUTOMOBILE LIABILITY</b>			53-556623-00	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$	
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			53-556684-00	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 5,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			196-53781	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*\*FOR INFORMATION PURPOSES ONLY\*\*

**CERTIFICATE HOLDER****CANCELLATION**

<b>CERTIFICATE HOLDER</b> **Benchmark Landscaping, LLC BPRI ES Holding Company, LLC PO Box 471057 Kissimmee FL 34747-9057	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## OAK POND TOWNHOMES

Vendor	Annual cost Bid
Benchmark Landscaping	\$6,000.00
Greenleaf Landscaping	\$0.00
Prince & Sons Inc.	\$8,364.00
Ground Guys Landscaping	\$0.00
TRIMAC Outdoor	\$0.00
Action Environmental Services Florida	\$12,892.00
Exquisite Lawncare	\$7,351.00
Exquisite Lawncare Option #2	\$9,911.00
Exclusive Landscape Group	\$0.00
Total Sqft	

Current Contract

**\$5,499**



# Action Item – Consent Agenda A10

## Blue Sage Townhomes Landscaping Contract

## Action Item – Consent Agenda A10

<b>Motion Subject:</b>	New Landscaping contract for Blue Sage Townhomes
<b>Funding Source:</b>	Blue Sage -Service Area Operations Budget
<b>Budgeted Amount:</b>	2023-\$11,390.76
<b>Bids Received:</b>	Exquisite Landscaping \$11,745.00 Benchmark \$15,000.00 Action Environmental Services \$9,567.00 Trimac Landscaping \$30,790.00 Prince and Sons \$11,802.00 Annually/ Monthly \$983.50
<b>Rationale:</b>	The Blue Sage Service Area Committee has chosen Prince and Sons Landscaping as their landscaping provider starting 01/01/2023 to 12/31/2026.
<b>Management Recommendation:</b>	Management recommends that Prince and Sons Landscaping is awarded the landscaping contract for Blue Sage Townhomes
<b>Motion on Agenda:</b>	Motion to approve New Landscaping contract for Blue Sage Townhomes in the amount of \$983.50 per month with Prince and Sons Landscaping – Service Area Operating Fund.



*Celebration Residential Owners Association, Inc. (CROA)*



**Celebration Residential  
Owners Association**  
Landscaping Scope of work Service Areas  
**EXHIBIT A**

Issued by:

**CELEBRATION RESIDENTIAL OWNERS' ASSOCIATION, INC. (CROA)  
BOARD OF DIRECTORS**

851 Celebration Avenue  
Celebration, FL 34747  
CELEBRATION.FL.US  
407-566-1200

**Date Issued: November 3<sup>rd</sup>, 2022**



*Celebration Residential Owners Association, Inc. (CROA)*

Celebration. The work consists of turf maintenance, weeding and edging of ground cover, preventing, and controlling weeds in turf, planters, and hardscape areas, trimming of shrubs, application of pesticides, hardscape areas, litter collection and disposal. A separate document will be attached with the replacement price of materials and labor. The CROA representative that is stated in the below document consists of GrandManors or Management company's Service Area Manager, Service Area Administrative Assistant, Community Manager, Operations Manager and or any other employee of GrandManors or Management company.

**Please sign to acknowledge that you have read item and understand each item in its entirety.**

- CROA reserves the right to award contracts for all work which requires a separate bid process based upon the nature of the work and its anticipated costs.

Please sign acknowledging. Signature: Lucas Martin

- Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of all turf, plant material, beds, planters, hardscape, and irrigation systems. A report listing all items which do not meet the specifications of this Scope of work must submitted to the CROA Service Area Representative of GrandManors.

— Please sign acknowledging. Signature: Lucas Martin

- Deficiencies noted within the report will be reviewed by the CROA Representative for verification and actions required. Upon approval by the CROA Representative, either the deficiencies will be corrected or documented to not become the responsibility of the Contractor to address without additional compensation.

Please sign acknowledging. Signature: Lucas Martin

- After the thirty (30) day audit period has expired and for the duration of the contract, Contractor shall assume responsibility for all unreported maintenance deficiencies, including materials and labor.

Please sign acknowledging. Signature: Lucas Martin

**WORK SCHEDULE**

- The Contractor shall accomplish all normal work required under this contract between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday, excluding holidays. The CROA Representative may grant, on an individual basis, permission to perform contract maintenance at other hours. **No maintenance functions shall be commenced before 8:00 a.m. and after 7:00 p.m.** Work will be scheduled so that it will not disrupt the functions and normal day-to-day operations of the parks and the areas located within them. **No work will be performed on weekends without prior written approval of the CROA Representative.**

Please sign acknowledging. Signature: Lucas Martin

- **The Contractor shall provide the CROA Representative with a monthly calendar of work schedules 5 days prior to the 1st day of each month.** Schedules must include the name of the Supervisor(s) who will oversee the work performed, and the telephone number(s) by which to contact him/her.

Please sign acknowledging. Signature: Lucas Martin

- The work schedules must reflect adequate time for completion of all routine work activities on a daily, weekly,



*Celebration Residential Owners Association, Inc. (CROA)*

and monthly basis, as well as seasonal work activities on an annual basis which comply with the specification requirements indicated throughout this document. **The schedule shall also indicate any special work assignments i.e., pesticide application, tree trimming, plant / turf replacement, mulching, etc.**

Please sign acknowledging. Signature: Lucas Martin

- **Failure to submit schedules within the time frame specified shall result in a penalty of \$100 per occurrence, per schedule for each calendar day until schedules are received.**

Please sign acknowledging. Signature: Lucas Martin

Contractor shall complete all work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor and approved by the CROA Representative. **All scheduled work NOT completed during the week scheduled shall be reported to the CROA Representative in writing by 4:00 PM Friday of the same week.**

Please sign acknowledging. Signature: Lucas Martin

**TERM OF CONTRACT**

- The term of this Agreement shall be January 1, 2023, through December 31, 2026, with the option to renew for two (2) additional one (1) year periods. The prices proposed by the Contractor shall remain fixed and firm for the duration of the Agreement.

Please sign acknowledging. Signature: Lucas Martin

- Prior to each renewal period, Contractor will be evaluated based on their performance.

Please sign acknowledging. Signature: Lucas Martin

- 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 landscaping systems as outlined within this scope.

Please sign acknowledging. Signature: Lucas Martin

- The following specifications are set as the minimums to achieve the desired healthy and attractive landscaping within the community. **"Please find the landscaping guidelines attached".**

Please sign acknowledging. Signature: Lucas Martin

**OPERATIONS AND COMMUNICATIONS**



*Celebration Residential Owners Association, Inc. (CROA)*

**SITE CLEANLINESS AND CONDITION**

- 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.
- **Cleanup of trash and debris shall be performed on all workdays throughout the year.**

Please sign acknowledging. Signature: Lucas Martin

**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.

Please sign acknowledging. Signature: Lucas Martin

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

Please sign acknowledging. Signature: Lucas Martin

**MEETINGS**

- **The Contractor shall meet with the CROA Representative on a weekly basis.** Such meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving such issues, review of schedule and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the CROA Representative or the Contractor. **The CROA Representative shall provide the location, date, and time of meeting.**

Please sign acknowledging. Signature: Lucas Martin

- Contractor shall provide a representative to attend the monthly meeting of the CROA Board of Directors meetings and shall be able to respond to any questions the Board may have as to the day-to-day activities at the project site pursuant to this scope of work.

Please sign acknowledging. Signature: Lucas Martin

**QUALITY CONTROL**



*Celebration Residential Owners Association, Inc. (CROA)*

- The CROA Representative, or his designated representative, shall be the sole judge as to the adequacy and quality of maintenance. To ensure consistent quality of the work being performed, the **CROA Representative may inspect all areas covered by this contract while or after work is scheduled to be performed.** Any deficiencies shall be recorded and submitted to the Contractor for review and corrective action. Within the three (3) workdays, the CROA Representative shall re-inspect the deficient area and any deficiencies not corrected shall result in the value of the work deducted from the monthly payment to the Contractor. The bid prices quoted by the Contractor unit pricing and/or Extra Work Pricing Sheets shall be used to determine the dollar value of any deficiencies.

Please sign acknowledging. Signature: Lucas Martin

- Within three (3) workdays (72 hours) after being notified by the CROA Representative in writing of defective or unacceptable work, should the Contractor fail to correct such work, CROA may authorize the unacceptable or defective work to be corrected. If CROA corrects the work, CROA shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work including an administration fee per occurrence. If the corrective work cannot reasonably be completed within such three (3) day period, and the Contractor had begun corrective work, and CROA reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, CROA agrees to allow Contractor to complete correction of the defective or unacceptable work beyond the three days.
- As this scope of work is for residential properties, it is required that more attention to detail will be given to each service area.
- The Contractor will make weekly in-person visual reviews of the entire site with focus on current conditions and the Contractor's performance. The Contractor will make any needed repairs and immediately.

Please sign acknowledging. Signature Lucas Martin

**REPORTS**

- A weekly maintenance report shall be generated by the Contractor and submitted via email to the CROA representative outlining potential problem areas and the contractor's proposed corrective action, upcoming work approval requests, coordination, scheduling, etc. **These will be due each Friday by 9:00 AM, so the service area manager can send the report to the community by end of day each Friday.**
- The contractor shall address and respond to all Celeservice postings, as submitted by residents and staff during daily work hours, provide updates utilizing the Celeservice App.

Please sign acknowledging. Signature Lucas Martin

**SUBCONTRACTING**

- The Contractor may subcontract certain procedures or operations only with the written approval of CROA. Proof of proper licensing and insurance must be provided to CROA prior to final approval. The Contractor is held responsible for any work performed by any subcontractor engaged.

Please sign acknowledging. Signature Lucas Martin

**WORKFORCE**



*Celebration Residential Owners Association, Inc. (CROA)*

- The Contractor employees shall be dressed in a uniform fashion with company identification. Vehicles as well should be clearly identified. A professional appearance should be maintained.

Please sign acknowledging. Signature: Lucas Martin

- Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors always.

Please sign acknowledging. Signature: Lucas Martin

- 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 CROA hereby acknowledges that the Contractor only employs individuals who are legally authorized to work in the United States the Contractor employ individuals who are not legally authorized to work in the United States, it is understood that CROA 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.

Please sign acknowledging. Signature: Lucas Martin

**KEYS/ACCESS CARDS**

- CROA will issue such keys and access cards as necessary for access to the work area. Contractor must assume full responsibility for theft or loss of said keys and cards and must pay for re-keying ALL locks operated by these keys or the replacement cost for access cards. Keys must not be duplicated.

Please sign acknowledging. Signature: Lucas Martin

**LOST&FOUND**

- The contractor must ensure that articles found by its employees and/ or sub-contractors are returned to the CROA Representative or Town Hall upon discovery.

Please sign acknowledging. Signature: Lucas Martin

**PARKING**

- Contractors' 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.

Please sign acknowledging. Signature: Lucas Martin

**SUPERVISION**





## Celebration Residential Owners Association (CROA)

- The Contractor shall provide supervision of all maintenance and or repair work being performed during the time of service” no exceptions”. Supervisors shall be able to communicate problems to the CROA Representative at any time and shall be always easily accessible to the Representative by cell phone. CROA shall be notified of any change in supervisory personnel.

Please sign acknowledging. Signature: Lucas Martin

- A monthly walk through with the CROA Representative and contractor shall be performed to cover work being accomplished, special needs or concerns, and other related information. If needed, additional supervision or a change of supervisory personnel will be requested should contract performance fall below the acceptable standard.

Please sign acknowledging. Signature: Lucas Martin

### ADDITIONAL WORK

- From time-to-time additional work may be requested of the Contractor by the CROA Representative. A cost estimate, schedule, and other determining information may be required before approval of work is granted. Each situation will be considered on a case-by-case basis. All additional work shall be completed according to approved schedule.

Please sign acknowledging. Signature: Lucas Martin

### CHANGES

- It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications, or as amended by the CROA Representative. 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 CROA Representative. CROA does reserve the right to deny 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.

Please sign acknowledging. Signature: Lucas Martin

### SATISFACTORY PERFORMANCE

- It is estimated that the frequency and guidelines set forth in this scope 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.
- 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 may be replaced at the CROA Representatives direction at no additional cost to the Contractor. Any reported damage should be reported to the CROA Representative in the weekly report.
- Any damage to walls, landscape, lighting, fencing, resident belongings, or hardscape features by the Contractor shall be repaired by the appropriate tradesmen initiated though the CROA Representative so all warranties remain effective. All billing for said repairs will be directed to the Contractor responsible for said area and cost of repairs.



**Celebration Residential Owners Association (CROA)**

**Please sign acknowledging. Signature:** Lucas Martin

- The Contractor will be graded on a scale from 1-3 where 0 is "Unacceptable" and 3 is "Excellent". If the Contractor scores below a two on a weekly audit, they have three business days to fix the unacceptable item. If the contractor scores an overall two or lower three times during the contract, an action plan of correction will be required and could lead to cancelation of contract. "Please find the inspection form utilized attached".

**Please sign acknowledging. Signature:** Lucas Martin

**MAINTENANCE FOR VISIBILITY AND SAFETY**

- All landscaping shall be maintained in a manner that allows clear passage of vehicles in all roadways and pedestrians along sidewalks and designated pathways, provides open visibility where necessary for safety, and does not obstruct lighting or signage.

**Please sign acknowledging. Signature:** Lucas Martin

- Clear visibility in both daytime and nighttime is of the utmost importance for parking areas, driveways, and at intersections of all types.

**Please sign acknowledging. Signature:** Lucas Martin

- Trees and shrubs shall not be allowed to grow into or over sidewalks, cart paths, public or private streets, driveways, alleyways, or parking areas in any way that conflicts with the safe passage of pedestrians and vehicles.

**Please sign acknowledging. Signature:** Lucas Martin

- A minimum of ten (10) feet vertical clearance shall be maintained. This shall be increased to fifteen (15) feet on all streets where necessary for the passage of taller vehicles, such as vans, buses, emergency vehicles or trucks-in areas which must be accessed by such vehicles.

**Please sign acknowledging. Signature:** Lucas Martin

- In general, hedges and shrub masses shall be maintained at a maximum height of three (3) feet in all areas where views must be maintained for safety of vehicular and pedestrian traffic Contractor must visually inspect the site (doing so on a routine basis) to determine whether safe visibility requires maintenance at a lower height, in any given situation.

**Please sign acknowledging. Signature:** Lucas Martin

- Individual plants or specimens which do not specifically impede safe visibility may conform to the other applicable standards of these specifications provided in the Celebration Landscaping Architectural guidelines. Trees near light poles shall be maintained as they grow to avoid impeding safe light levels, to the greatest extent possible.

**Please sign acknowledging. Signature:** Lucas Martin

- Pruning of all landscaping shall comply with the proper techniques based on the type of plant material. But in all cases, ensuring safe visibility shall be the prevailing objective. Prune and maintain all-natural vegetation back five (5) feet or more from edge of turf, sidewalks, fence lines and parking areas.



## Celebration Residential Owners Association (CROA)

Please sign acknowledging. Signature: Lucas Martin

- Where natural wooded areas adjoin the finished turf areas and landscape beds, a buffer zone of at least three (2) feet shall be maintained with herbicide and or mechanical means.

Please sign acknowledging. Signature: Lucas Martin

### TURF MAINTENANCE

- Appropriately sized equipment shall mean the use of 22" – 32" commercial push mower for areas within all fenced yards and for all turf areas which are less than (4') four feet in width. This requirement will be strictly enforced.

Please sign acknowledging. Signature: Lucas Martin

### BAHIA, ST. AUGUSTINE & ZOYSIA TURF

- Mowing of all Bahia, St. Augustine and Zoysia turf areas shall be performed on a weekly basis during the normal growing season (March through October). During the months of November through February 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 always promote healthy and continued growth as well as proper appearance.
- Zoysia grass should be mowed with a walk- behind- mower with a bag to collect clippings which is better and actually quicker in the small spaces than a rider.

Please sign acknowledging. Signature: Lucas Martin

### BERMUDA TURF

- Bermuda turf shall be cut two (2) times per week during the months of March through October and one (1) time per week November through February unless abnormal conditions arise. The turf shall be mowed at a frequency to always promote healthy and continued growth as well as proper appearance.

Please sign acknowledging. Signature: Lucas Martin

- **REEL mowers MUST be used to maintain Bermuda Turf. Any exceptions to this requirement must have prior approval if the CROA Representative.**

Please sign acknowledging. Signature: NA

- Mowing patterns shall be varied to minimize wear areas from tires and slippage.
- Mowing height shall be based on season and what is horticulturally correct for turf type and location. Please see chart below.



## Celebration Residential Owners Association (CROA)

Turf Type	Height (inches)	Frequency (per year)	Mower Type
Bahia grass	3.0 - 4.0	42	Rotary
Bermuda grass	0.5 - 1.5	88	Reel
St. Augustine grass	2.5 - 4.0	42	Rotary
Zoysia grass	1.5 - 2.5	42	Rotary

Please sign acknowledging. Signature: Lucas Martin

- If a change in height of cut is considered, the CROA Representative must approve such change, in writing, prior to any height adjustment.
- 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, and signposts due to the use of line trimmers is not acceptable**
- 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.

Please sign acknowledging. Signature: Lucas Martin

### 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, parking lot islands or residential yards by the mowers.

Please sign acknowledging. Signature: Lucas Martin

- In areas with parking lots associated with the landscape maintenance, leaves and debris are to be either raked or removed with a vacuum. Leaves are not to be blown into landscape beds or down storm drains. If the condition of turf declines due to failure to remove accumulated leaves in a timely manner, the Contractor is responsible for replacing **the turf**.
- Leaves are to be blown away from the structure of the homes and not blown towards the homes causing buildup in the hedges, landscaping beds or on porches.

Please sign acknowledging. Signature: Lucas Martin

### LEAVES -SEASONAL

- The months of December through April leaves, acorns and debris must be removed from all landscape beds, turf, and hardscape at all Service Areas on Friday and Tuesday basis each week. The curbs and streets adjacent to each location are included as part of this scope. Removal by vacuum is preferred however, raking, blowing and manual removal will be allowed. No Leaves are to be left in landscaping beds, turf, sidewalks, and roads.

Please sign acknowledging. Signature: Lucas Martin

### EDGING

- All necessary edging operations shall be performed routinely to trim the turf and maintain a well-groomed appearance for all



## Celebration Residential Owners Association (CROA)

sidewalks, curbs, plant beds, drainage structures, irrigation valve boxes, splice boxes, gate valve boxes, water meter boxes, and other such interfaces between turf and different surfaces.

- Bed lines shall be edged to conform to their original design intent, with adjustments being made periodically for the plant growth.
- Edging shall occur in conjunction with each mowing cycle. Grass runners shall not exceed one inch in length along sidewalks, curbs, pavements, planting beds, and other such edges.
- Upon completion of edging operations, the turf edge shall be neat, clean, and approximately ½ inch from the edge of any pavement, with a minimum depth of 2 inches.
- All paved areas and mulched beds shall be free of dirt, clippings, and debris after work is completed.

Please sign acknowledging. Signature: Lucas Martin

### DISEASE AND PEST CONTROL

- All turf varieties shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists. Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.
- Fertilizers and chemicals should be kept off walls of homes to avoid stains

Please sign acknowledging. Signature: Lucas Martin

### WEED CONTROL

- 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 (90%) weed free turf shall be expected.

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- 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.
- If the use of chemicals is not working in landscaping beds, it will be required to hand pull weeds as needed.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: Lucas Martin

### FERTILIZATION – TURF

- A soil fertility and pH test shall be performed by the Contractor twice a year January and June from several representative areas in the turf and landscape beds at all locations to help determine the analysis of the product to use in the fertilizer application programs. Copies of these test results must be provided to CROA, with tested locations each time they are



## Celebration Residential Owners Association (CROA)

performed.

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### ST. AUGUSTINE & ZOYSIA

- There should be a minimum of four (4) applications of a complete, acid-forming turf fertilizer applied to Zoysia and St. Augustine turf per year.
- February (After February 15th): (Zoysia and St. Augustine) A standard non-burning complete turf fertilizer containing a minimum of 30% to 40% of the Nitrogen in a controlled release form such as sulfur coated, or polymer coated sulfur coated urea. There should be a minimum of 4% Iron, 6% sulfur, and 2% each of Magnesium and Manganese. A lesser amount of Iron will be acceptable if it is in a chelated form. The fertilizer shall be applied at 1 pound of actual Nitrogen per 1000 Square feet of turf.
- May: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- August: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- October: (St. Augustine) Analysis should be determined by soil test results and recommendations.
- November: (Zoysia) Analysis should be determined by soil test results and recommendations.
- If these recommendations fail to keep the turf a consistent acceptable green color, a soil test should be performed, and the fertilizer blend adjusted accordingly. If the fertilizer does not keep the turf an acceptable green color between applications during the growing season, it may be necessary to provide an extra application of Nitrogen and/ or Iron to provide suitable color and may be requested by the owner. This will not be considered an extra to the contract.
- All turf fertilizers should be watered immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Contractor will also be responsible for sweeping or blowing fertilizer off all walkways, parking lots, roadways, and any affected paved area such as residents' porches. Special attention should be taken to ensure that fertilizer does not enter any stormwater retention or drainage feature.

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### BAHIA TURF

- There should be two applications of complete commercial turf fertilizer to Bahia grass areas per year.
- March: A standard, non-burning complete turf fertilizer such as 16-0-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product)
- September: 9-2-24 with 6% iron, 8 to 10% Sulfur, and 2% each of Magnesium and Manganese at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product) This will help with winter cold tolerance.
- If yellowing occurs in between fertilizer applications, a liquid application of 12-0-0 with iron at the label rate, or another chelated iron source should be applied.
- All chemical applications shall be performed by trained, licensed operators in accordance with applicable local, state, and federal regulations, safety standards, and the manufacturer's instructions.
- All fertilizer shall be thoroughly watered in after application.

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### BERMUDA TURF - HIGH" DEMAND MAINTENANCE SCHEDULE



**Celebration Residential Owners Association (CROA)**

Month	Description/Product	Rate/Acre
1	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
2	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
2	0-0-50 Potassium Sulfate	150Lbs/ Acre
2	Pre-Emergent	Per label rate full coverage
3	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
3	Round-up clay areas and fence lines	
3	Weed control post-emergent	Per label rate full coverage
4	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
4	Round-up clay areas and fence lines	2% Solution
4	Deep Tine Aerify	
4	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
4	Verti-cut	3/4" deep with 2" spacing
4	Chelated Iron 12-0-0	
5	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
5	Round-up clay areas and fence lines	2% Solution



**Celebration Residential Owners Association (CROA)**

Month	Description/Product	Rate/Acre
6	0-0-50 Potassium Sulfate	150lbs/Acre
6	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
6	Aerate 3/4" coring tines 3"-4" deep	
6	Weed control post-emergent	Per label rate full coverage
6	Round-up clay areas and fence lines	2% Solution
6	Heritage Application	Per label rate full coverage
7	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
7	Round-up clay areas and fence lines	2% Solution
8	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
8	Round-up clay areas and fence lines	
8	Pre-M	Per label rate full coverage
8	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
9	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
9	0-0-50 Potassium Sulfate	150Lbs/ Acre
9	Round-up clay areas and fence lines	2% Solution
9	Aerate 3/4" coring tines 3"-4" deep	
9	Weed control post-emergent	Per label rate full coverage
10	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
10	Round-up clay areas and fence lines	2% Solution
11	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	Round-up clay areas and fence lines	2% Solution
12	Deep Tine Aerify	

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## Celebration Residential Owners Association (CROA)

### GROUND COVER AND SHRUB MAINTENANCE

#### SHRUBS

(Indian Hawthorn, Holly, Viburnum, Boxwood, and similar woody ornamentals)

- These shrubs shall be pruned only as necessary to maintain their natural habit and growth at specified heights, to remove excessive growth, and to maintain a natural, informal appearance. Individual plants shall be allowed to grow together into one mass, never shaped as individual plants.
- As the shrubs mature, individual plants should not be apparent; plants shall be allowed to grow together in a "soft", informal, and un-sheared mass.
- At no time shall any shrubs be allowed to impede safe visibility for pedestrians and vehicles.
- Maintain most shrubs in pedestrian and parking areas for safety and visibility, usually about 36" +/-, but always as dictated by the circumstances in any specific location. Where larger shrubs are used for screening of specific features, their ultimate heights shall be dictated by the purpose for which they have been used in the plan, and they shall be allowed to reach the effective height and density necessary to serve that purpose. In no instance, however, shall any shrub be allowed to obstruct visibility for traffic and pedestrian safety.
- Use hand clippers to remove odd, long, or undesirable branches, keeping the shape natural and uniform. Do not prune masses into geometric forms by hard shearing.
- Per Celebration ARC guidelines, Hedges must be trimmed below the windowsills and below decorative trim along the top of the walls; Exceptions might include garage windows which are too close to the ground.
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12".

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#### HERBACEOUS "GRASSY" SPECIES

(Society Garlic, Lily-of-the-Nile, Liriope, and similar species)

- These groundcovers shall be allowed to grow to their natural height and width; pruning is not necessary. Cultivate to achieve dense mass; maintain separation between groundcover and adjacent plant materials.
- Spent flower heads shall be removed regularly, as required for best appearance.
- If more than 50% of a plant is frost damaged, cut back to remove all dead or damaged foliage after last frost.
- Contee palms, Agapanthus, Liriope, Iris, and other plants that are chosen for the display of their leaves should be thinned to remove excessive growth that encroaches over onto walkways or out of their place in the landscape design and never edged or sheared
- Contractors must not trim buds before they have had a chance to bloom.

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#### WOODY GROUNDCOVERS

(Parson's Juniper, Blue Pacific Juniper, Lantana, and similar species)

- These groundcovers shall be allowed to grow together to form full, natural, informal masses, maintaining separation between adjacent plant materials.
- Prune to maintain height at 18" to 24" or as otherwise appropriate for the species, and to prevent masses from overgrowing curbs, sidewalks, and bed edges. Do not allow masses to become overgrown, requiring extensive pruning.
- Depending on degree of possible cold damage, cut back as required after last frost to achieve intended growth.



## Celebration Residential Owners Association (CROA)

- Do not prune masses into geometric forms by hard shearing.
- Where plants are adjacent to curbs, sidewalks and bed edges, prune edge of mass back in a natural, informal shape; do not shear vertically.
- Contractors must not trim buds before they have had a chance to bloom.

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### GROUNDCOVERS

(Dwarf Confederate Jasmine, English Ivy, and similar species)

- Cultivate vining groundcovers to achieve dense, entwined masses; maintain separation between groundcover and adjacent plant materials, by edging and/ or pruning.
- Some species, such as Dwarf Confederate Jasmine, once grown in to full and dense coverage (which may take 2 or 3 years for some species), may be trimmed at a height of 6" periodically to maintain a dense and consistent level of coverage.
- Do not shear masses vertically where adjacent to curbs, bed edges, drainage structures, valve boxes, meter boxes, and other such interfaces. Prune exposed edge of mass back at a maximum 45-degree angle from horizontal, in a natural, informal shape.

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### ACCENT PLANTS

(African Iris, and similar species used as accents)

- Accent plants should only be trimmed as necessary to remove excessive growth, and shoots, while maintaining a natural, informal appearance. As the plant matures, the plants shall be maintained at the intended height of the accent feature, not allowed to become overgrown or invasive.
- Use hand clippers to remove odd, long, or undesirable shoots, and to remove outer pups or shoots from overgrown clumps, keeping the shape natural, loose, and uniform. Do not shear.
- Accent plants that are damaged by the frost shall have all the damaged foliage removed and in such cases the damage affects the entire plant, it shall be cut back to the ground after the last frost.

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### ORNAMENTAL GRASSES

(Cordgrass, Muhly Grass, Fountain Grass, and similar species)

- Ornamental grasses shall be maintained at their natural height and width.
- To achieve best form and appearance, loose, brown, and dead foliage shall be removed the months of February through March prior to new spring growth. Sever pruning to the ground is not an acceptable practice and as a result will require replacement at the Contractors expense upon discovery.

Please sign acknowledging. Signature: Lucas Martin

### PRUNING OF GROUND COVER AND SHRUBS

- Plant materials and tree limbs must be kept trimmed away from multi-modal transportation paths and sidewalks and at no time should be allowed to encroach on these areas.
- Special attention to areas around landscape lighting fixtures shall be given not only to promote lighting effect, but the protection



## Celebration Residential Owners Association (CROA)

- of fixtures themselves from damage.
- Shrubs located under windows should be trimmed to the bottom of the window ledge leaving the window trim detail visible.
  - All shrubs around the AC units/ equipment should be trimmed to screen the unit without impeding the use. Shrubs along privacy fences should be maintained to the bottom of the top rail leaving the top rail visible. Shrubs along a picket fence should be maintained to the top rail of the fence leaving the top picket details visible.
  - Contractors must not trim buds before they have had a chance to bloom.
  - Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12".
  - Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
  - A Hard pruning of Ligustrums and Burberry trees will be necessary to be kept below 10' and also a hard pruning of camellia bushes.

Please sign acknowledging. Signature: \_\_\_\_\_

*Lucas Martin*

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- When five (5%) of any individual plant material shows signs of disease, curative action must be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Non-targeted plant material damaged because of improper chemical applications must be replaced upon discovery at the Contractors expense.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

*Lucas Martin*

### FERTILIZATION OF GROUND COVER AND SHRUBS

- Shrubs and groundcovers shall be fertilized four (4) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. This shall be applied in March, May, July, and October at 1/2 cup per small shrub, 1 cup per large shrub, or 15 to 30 pounds per 1000 square feet of plant bed, depending on the spacing, type of plants, and product used. Fertilizer shall be broadcast evenly over the entire root zone, and care shall be taken to avoid accumulation of fertilizer granules on leaves, crowns, etc.
- The fertilizers should be watered in immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Special attention should be taken to prevent any fertilizer from being blown, swept, or otherwise ending up in any parking lot or roadway storm drain. Any fertilizer that ends up upon any non-target area or hard surface shall be removed and applied to a target area.

Please sign acknowledging. Signature: \_\_\_\_\_

*Lucas Martin*



## Celebration Residential Owners Association (CROA)

### TREE MAINTENANCE

#### CRAPE MYRTLES

- Crape Myrtles shall be maintained with an open, natural crown. The natural branching structure shall be maintained, light pruning only to promote healthy, natural development form, size, and width.
- As trees mature, a clear trunk height of 8.5' minimum shall be maintained.
- Canopies shall in no case be allowed to deter safety and visibility in traffic situations.
- Light pruning should be performed to remove seed pods as they form to promote re-flowering. Contractor should remove most remaining seed pods in Fall/Winter, where overall height allows this to be done safely. No branches larger than 1/2" in diameter, or more than 24" of the current year's growth shall be removed.
- Topping, heading cuts or trimming back to knobs is not permitted. Proper reduction cuts may be made in some instances with the approval from the CROA Representative.
- All Branches shall be pruned that impede pedestrian walkways and all alleyways.
- Pruning shall be completed twice a year, once in the Fall/ Winter and once late spring.

Please sign acknowledging. Signature: Lucas Martin

#### PALMS

- Palms shall be pruned once the fronds have dropped to an 8:00 o'clock to 4:00 o'clock angle. The Contractor shall remove the fronds to a maximum 10:00 o'clock to 2:00 o'clock angle and all seed and emerging seed pods will be removed. Pruning of palms shall occur minimum of (3) times per year between the months of March through October.
- All Phoenix species will be pruned to a maximum 9:00 o'clock to 3:00 o'clock angle.
- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

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#### LIGUSTRUM TREES

- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

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#### NELLIE STEVENS HOLLY AND RELATED SPECIES

- These trees shall be maintained to have thick and dense foliage. They should only be pruned to promote health, and natural development form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.

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## Celebration Residential Owners Association (CROA)

### LIVE OAK AND RELATED SPECIES

- Live Oaks and related species are to be maintained to have thick dense foliage. They should only be pruned to promote healthy and natural development form. Pruning shall be kept at a minimum.
- As trees mature, only remove necessary lower branches to maintain the natural normal form of the tree, and to allow for necessary maintenance.
- The tree shall have 2/3 canopy and 1/3 clear trunk.
- All limbs that are pruned back to the main trunk or central leader shall be cut at the collar, but not damaging the collar.

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### MAGNOLIAS

- Magnolias shall be maintained to have thick and dense foliage. They should only be pruned to promote health and natural form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.
- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood. To encourage full and dense foliage, **prune lightly in the fall** or early spring (**before the spring flush**), by removing 6" to 10" of foliage in appropriate areas and trimming leggy branches, to promote natural shape and form. **The central leader shall not be removed.**
- Branches shall be maintained away from structures and maintained to not extend into alleyways, sidewalks and pedestrian areas.

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### ALL TREE SPECIES

- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood, or to provide visibility. Contractor shall be responsible for pruning up to the first fifteen (15) feet of trees as needed to maintain a natural and healthy appearance. All Trees should maintain a (5) feet clearance from any structure or townhome/residence.
- **All broken limbs or debris resulting from winds, storms; or other causes shall be removed promptly, or immediately if impeding safety.**
- Pruning cuts shall be clean and smooth with no rough or torn bark or wood remaining.
- 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 and will require replacement at the Contractors expense upon discovery.
- **Pruning of all trees needs to be maintained year-round to specifications.**

Please sign acknowledging. Signature: Lucas Martin



## Celebration Residential Owners Association (CROA)

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Areas treated shall have

Please sign acknowledging. Signature: Lucas Martin

### FERTILIZATION OF TREES

- Proper fertilization for the varied trees shall be performed three (3) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. Fertilizer shall be broadcast evenly over the entire root zone out to the drip line. Applications shall be at the labeled rate on the bag, and applied in March, June, and September.
- Palms shall be fertilized three (3) to four (4) times per year with a fertilizer with an analysis of 8-2-12 plus 4% Magnesium (Mg.) and 2% Manganese (MN) and 0.10% to 0.15% Iron (Fe), Zinc (Zn), Boron (B), and Copper (Cu). One hundred percent (100%) of the Nitrogen (N), Potassium (K), and Magnesium (Mg.) should be in controlled release form, while all the micronutrients except Iron (Fe) should be in Sulfate form. Two percent (2%) Iron (Fe) from Iron Sulfate can substitute for 0.15% Iron (Fe) from chelated forms. (EDTA, DTPA, etc.). This product is to be applied at the rate of 1.5 pounds per 100 square feet of palm canopy or bed area, or 15 pounds per 1000 square feet.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: Lucas Martin

### FLOWER BED MAINTENANCE

- Annual flower beds shall be maintained in a fashion to allow for a full, colorful appearance always throughout the year. Beds shall be kept free of spent flowers, weeds, and debris.
- Shrubs and turf surrounding annual beds must be trimmed to keep them from encroaching on the annual flowers and reducing the bed size. The original size of the beds and the annual flower count as described must remain the same.
- 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 appearance.

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## Celebration Residential Owners Association (CROA)

### WEED CONTROL

Beds are to be kept free of weeds, landscape debris and trash. Hand weeding shall be done as necessary. The use of pre-emergent and selective herbicides is required for all Annual Flower beds.

Please sign acknowledging. Signature: Lucas Martin

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

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### PESTICIDE USE SPECIFICATIONS

- Contractor shall have extensive knowledge and experience developing and implementing Integrated Pest Management Programs (IP: tvf) and shall develop, implement, and adjust an IPM program for all sites included in this contract.
- All pesticide applications are to be made by or under the supervision of a person or persons with appropriate valid licenses, permits or certificates issued pursuant to all applicable Federal, State, or local laws or regulations. Said person or company is to be currently registered to conduct a pest control business in the State of Florida and the County of Osceola.
- Pesticide applications are to be made in strict compliance with the product label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency.
- Within thirty days of the award of contract, and/ or prior to the actual start of work, Contractor shall supply to the CROA Representative a list of all chemicals proposed to be used in the fulfillment of said contract. No "generic" chemicals shall be allowed for substitution purposes, unless approved by the CROA Representative.
- The most current specimen labels and Safety Data Sheets for all listed chemicals shall be supplied at this time and Copies of both the P.C.A. recommendations and applicable Pest Control Advisor and Qualified Applicator Licenses or Qualified Applicator Certificates, shall be submitted. All above-mentioned items shall be resubmitted in January of each year the Contract is in effect.
- CROA shall be notified in writing of any changes or deviations from the above list. Application of deviated materials shall not be made prior to approval by the CROA Representative.
- A five-working day notice in writing shall be given to CROA prior to any pesticide application so the notice can be communicated to the residents in advance. Notice shall include name of chemical, area to be treated, rate of chemical, method of application, date and time of day application is to be performed. CROA must give written consent prior to application of any Category I, or restricted use, pesticide.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets

Please sign acknowledging. Signature: Lucas Martin



## Celebration Residential Owners Association (CROA)

### REFUSE CONTROL

- Areas within the project limits shall be kept free of litter and refuse (trash, cans, paper, bottles, cigarette butts, etc. and accumulations of leaves, dirt, and branches) always.
- Policing and litter pickup shall occur as often as necessary to ensure a clean, litter-free appearance.

Please sign acknowledging. Signature: Lucas Martin

### REPLACEMENT OF PLANTS TO MAINTAIN DESIGN INTENT

- No changes or additions of plant materials, and no changes or additions to the design or layout of the landscaping shall be made without review and approval of CROA.
- Any tree, palm, shrub, or groundcover plantings which die, or which are damaged or decline to the extent of affecting the overall appearance of the project, shall be replaced promptly with the same species in a size which reasonably matches the plant it is replacing, to preserve the design intent and appearance of the landscaping.
- Any tree or plant which is abusively pruned in noncompliance with these specifications shall be replaced by the same species in a size which reasonably matches the plant it's replacing.
- **The Contractor shall be responsible for the full cost of such replacements where required due to incorrect maintenance (abusive pruning, fertilizer burn, etc.) or to inadequate maintenance (disease, pests, fungus, irrigation negligence, etc.). The Service Area/CROA shall be responsible for the full cost of such replacements only due to damaging acts by others, acts of God, and/ or other circumstances not attributable to actions or inactions of the Contractor.**
- If the plan included annuals or perennials, replacements shall be made on a seasonal basis, or whenever required, to maintain an acceptable year-round effect. Conversion of bedding plant areas to other landscape plants shall be subject to review and approval by CROA.

Please sign acknowledging. Signature: Lucas Martin

### PLANT GUARANTEE AND/OR REPLACEMENT POLICY

- Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.
- All replacement plants shall be inspected and approved by CROA prior to installation. All landscape improvements or repairs shall conform to the Celebration Residential Owners Association, Inc. Landscape Specifications and Details.
- The Contractor must assume the maintenance responsibility and warrant future landscape improvements, new installation and refurbishment of existing landscape as specified within this scope.
- The Contractor and the CROA Representative will conduct an inspection of said landscape prior to final acceptance by CROA.
- Contractor shall submit an inspection report to the CROA Representative within 3 days following the inspection which must list all concerns and recommendation to correct. If said inspection report is not submitted as required, Contractor must accept and assume the plant replacement warranty for the remainder of the contract term without consideration of compensation.
- Any issues discovered during the inspection process will be corrected based on plant health.

Please sign acknowledging. Signature: Lucas Martin





## Celebration Residential Owners Association (CROA)

### MULCHING

- All plant beds and tree rings shall be maintained with an adequate and neat layer of Cocoa Brown Hardwood Mulch or Pine Straw if approved by ARC and shall not exceed 3" in depth. **Mulching shall occur twice per year during the months of April and September/ First week of October depending on the request of the individual service area.**
- **(ALL Service Area Mulch must be installed by April 15th and October 1<sup>st</sup>).**
- Contractor will replenish mulch where disturbed due to mowing operations such as edge of landscape beds and tree rings. This shall have performed at no additional cost to CROA.
- Care should be taken during mulching to not cover landscape lighting, valves, junction boxes or other structures and components.
- Care shall be taken to avoid piling mulch around the plant crowns or trunks.

Please sign acknowledging. Signature: Lucas Martin

### IRRIGATION SYSTEMS

- The Irrigation Contractor / Technician(s) shall be Rain Bird Maxicom Certified and must submit proof of a minimum of 3 years' experience with Irrigation installation and maintenance including ESP-LXD Series Two-Wire Decoder Controllers, flow meter, rain gauge, soil moisture sensors and a good understanding of Evapotranspiration and the ability to utilize such knowledge for the benefit of a healthy landscape.
- Irrigation systems and components shall be monitored to ensure that proper coverage is always achieved. Contractor shall provide one dedicated and certified Irrigation Technician for every 300 zones.

Please sign acknowledging. Signature: Lucas Martin

### IRRIGATION REPAIRS

- The Contractor shall be responsible for repair of all site irrigation beginning with the customer service valve; downstream from the water meter, all pressure main lines, or any equipment in line (flow meters, master valves, etc.), through lateral lines and sprinkler heads; including all irrigation controllers, weather stations, rain gauges, control, and communication wiring, wireless and air cards. Contractor shall notify CROA Representative of any main line failure within two (2) hours of occurrence.
- **The CROA Representative shall approve all repairs in advance. The Contractor shall notify the CROA Representative once repairs are completed and prior to back filling any repairs to allow for inspection. Once inspected, the CROA Representative will notify the Contractor to backfill the repair. If the open repair presents a hazard to the public the repair shall be back filled as authorized by the CROA Representative. Photographs of the repairs shall be submitted.**
- **Damage to irrigation systems caused by the Contractor shall be the responsibility of the Contractor to repair within 48 hours of occurrence, self-discovery, or notification by CROA.**
- All replacement parts and materials are to be same type and model as original installation unless a substitute is approved by CROA representative. Failure to do so shall result in a deduction from monthly payments. In addition, a performance deficiency notice shall be issued to the Contractor.

Please sign acknowledging. Signature: Lucas Martin



## Celebration Residential Owners Association (CROA)

### IRRIGATION SCHEDULING AND WATER MANAGEMENT

- Contractor shall be responsible for the programming and monitoring of irrigation controllers that are part of the Rain Bird centralized systems and any future cloud-based smart irrigation control systems. The Contractor shall be responsible for programming all standalone irrigation controllers.
- For changes to irrigations schedules controlled by the Central Irrigation Computers (Ivfaxicom) and any future cloud-based smart irrigation control systems the Contractor shall submit proposed irrigation schedules or a request to change a. schedule to the CROA Representative and the Celebration Community Development District Representative, two (2) days in advance of the needed change. The CROA Representative, using information provided by the Contractor, shall ensure the schedules are updated by the CCDD by the date requested.
- The Contractor shall perform inspections and repairs of all irrigation systems within contracted sites on the following schedule:

Please sign acknowledging. Signature: Lucas Martin

### Service Areas Inspection/Reports

- **Irrigation inspection reports are to be completed One (1) time per month October - February & two (2) times month March - September. Detailed inspection report must be emailed to the CROA representative on the date that the inspection is completed.**
- **All inspections shall be included in the calendar work schedule submitted monthly.**
- The Contractor shall be responsible for programming each non-centralized irrigation controller to run only on assigned watering days as required by the Enterprise Community Development District (ECDD). Failure to do so shall result in a penalty of \$100 per occurrence per irrigation controller for those observed to not be programed as required.
- CROA shall have final determination as to the appropriate programming of the Irrigation Controllers. Upon discovery, the Contractor shall immediately report any irrigation system malfunctions, vandalism or damage to the CROA representative. The Contractor shall be responsible for necessary repairs to irrigation controllers.
- **The CROA Representative shall inspect and confirm any proposed repairs to irrigation controllers prior to commencement.**
- The Contractor shall furnish CROA with copies of all invoicing and associated inspection report, with location, pricing and quantities listed, for all irrigation system repairs. Invoice and inspection reports must indicate the exact location of the repairs, the controller and valve number to be considered for payment.

### IRRIGATION SPECIAL PROVISIONS - WATER MANAGEMENT

- Contractor shall keep all controllers in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance.
- Contractor shall keep all controller enclosures in good working order. This includes cleaning door panels, vacuuming interiors, pest prevention-eradication, lubrication of hinges, locks, etc. Contractor is responsible for always securing the controller cabinet door.
- **Contractor shall adjust all aspect of the irrigation systems to:**
  - Provide optimum coverage of all landscaped areas.
  - Prevent or minimize runoff and/ or erosion.
  - Prevent or minimize water on roadways.
  - Match precipitation rates of all nozzles/heads.
  - Prevent, eliminate and/ or limit hazardous conditions.
  - Prevent "flood irrigation"; over irrigating one area to account for coverage deficiency in another area.



## Celebration Residential Owners Association (CROA)

- All system malfunctions, damage, and obstructions shall be recorded, and timely corrective action taken in addition to specified routine irrigation system testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported; daily, if needed.
- Contractor shall correct deficient irrigation systems and equipment as necessary following notification from the CROA Representative.
- Contractor shall notify the CROA Representative immediately any time an irrigation system is shut down for any reason.
- The Contractor shall have full responsibility to ensure watering requirements are met within each CROA site. Contractor's forces shall be capable of performing repairs, installations, and modifications of existing irrigation systems to adequately irrigate all landscaped areas.
- The Contractor must ensure that sprinkler heads are in good operational order, filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, nozzle and filter replacements shall be considered as included in the contract price and no additional compensation shall be allowed.
- All electrically operated valves shall close completely at the conclusion of the station-watering program. As needed, valves shall be cleaned, repaired and/ or replaced promptly to restore proper operation. As part of the base bid, valve boxes shall be kept clean of sand, debris, and silt to a depth of 2" below the bottom of the valve.

Please sign acknowledging. Signature: Lucas Martin

### MATERIALS

- All replacement materials shall be original types and model materials unless a substitute is approved by the CROA Representative. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems. Contractor shall implement repairs in accordance with all warranties.
- Cost of materials invoiced to CROA, if not listed on the unit price sheet, shall be the Contractor's actual cost plus a maximum 15% markup. Labor shall be considered as included in total contract price and no additional compensation shall be allowed. All parts and material invoices must include a copy of the irrigation inspection report specific to each project category location.
- The cost of all replacement materials will be broken down and given in the contract that is submitted in the price of the proposal and shall remain the price given during the contract period.

Please sign acknowledging. Signature: Lucas Martin



## Celebration Residential Owners Association (CROA)

### DISASTER/ EMERGENCY PLAN

- When a Hurricane Warning has been issued for the Central Florida area, the Contractor must turn off all irrigation systems immediately as directed by the CROA Representative. This is to include weekends and holidays. Once the Hurricane threat has passed, the Contractor shall ensure all irrigation systems are fully operational within 48 hours as directed by the CROA Representative.
- **In the event of a declared emergency or disaster, Contractor shall provide debris removal services. Prior to mobilization for debris removal activities, Contractor shall provide CROA, in writing, hourly rates for personnel and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. (Contracted hourly rates will be included during the RFP process and effective during the contract period).**
- **Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.**
- Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- **Disaster Recovery Assistance Services shall not exceed seventy (70) hours for each declared emergency/ disaster.**
- **Contractor shall maintain and supply CROA all the necessary and adequate documentation on all emergency/ disaster-related services to support reimbursement by other local, state, or federal agencies. (Including before and after pictures).**
- CROA reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. CROA will not be held responsible for any loss incurred by Contractor because of CROA's election to terminate these activities pursuant to this paragraph.
- **Once declared by the county that it is no longer under a hurricane, tropical storm and tornado warning, contractor must communicate with the CROA representative of when work will commence. Any fallen trees/debris that are causing a safety hazard or obstruction must be removed immediately.**

Please sign acknowledging. Signature: \_\_\_\_\_

*Lucas Martin*

### INSURANCE; INDEMNIFICATION

- Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:
- Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and
- Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.
- All such insurance required shall be in companies and on forms acceptable to CROA and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to CROA. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to CROA. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.



## Celebration Residential Owners Association (CROA)

- Contractor shall defend (if requested by CROA), indemnify and hold CROA and its officers, directors, agents, employees and assigns harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement; or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

Please sign acknowledging. Signature: Lucas Martin

### COURTYARDS

- Some Townhomes in the Service Areas have maintenance that includes all the gated courtyards "unless the homeowner has requested, or the gated area is locked". Many homeowners have installed pavers in most of the yard but any landscape in the ground must be maintained per this scope
- It is of importance that the landscaping crews close all gates once they have completed all service in the courtyards, ensure that the gate has securely latched.

Please sign acknowledging. Signature: Lucas Martin

### HOMEOWNER REQUESTS/INSTRUCTIONS

- Owners may ask for special care at their properties. We generally ask that any requests go through the Service Area Committee or the CROA office so there is maintenance consistency. CROA staff will confirm any requests or concerns for alternate maintenance of a unit.

Please sign acknowledging. Signature: Lucas Martin

I Lucas Martin Have read the scope of work in its entirety and acknowledge and understand the guidelines and specifications that are required.

Signature Lucas Martin

Date November 16, 2022



# Celebration Residential Owners Association (CROA)

*This document must be completed and returned with your Submittal*

## CONTRACTOR'S AFFIDAVIT

State of Florida  
County of Osceola

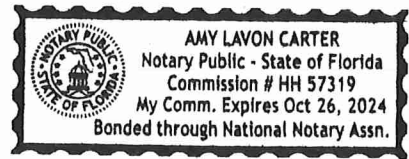
Before me personally appeared Lucas Martin who (title) is Vice President of *(the company described herein)* being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by CROA deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known  or Produced Identification \_\_\_\_\_

Sworn to and subscribed before me this 16th day of November, 2022

Amy Lavon Carter  
NOTARY PUBLIC – STATE of FLORIDA  
(Signature of Notary Public)

Amy Lavon Carter  
(Print Name of Notary Public)



*This document must be completed and returned with your Submittal*



BID RESPONSE FORM

Company Name: Prince and Sons, Inc. Contact: Lucas Martin
Email: lmartin@princeandsonsin.com Phone: (863) 422-5207

I Lucas Martin, on behalf of Prince and Sons, Inc., submit the following bids as indicated below:

Please provide a bid price for the following items:

- Total price per calendar year of contracted services
Pricing Worksheet (example attached)

NOTE(S):

When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in CROA's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.

All price information to be used in the RFP evaluation must be on this proposal form.

CROA reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully regarding all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with CROA in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor, and service necessary to complete the work covered by the RFP and Contract Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP.

Executed by:

Lucas Martin Vice President Lucas Martin 11/16/2022
Agent Name Title Signature Date

This document must be completed and returned with your Submittal

## BLUE SAGE TOWNHOMES

Vendor	Annual cost Bid
Benchmark Landscaping	\$15,000.00
Greenleaf Landscaping	\$0.00
Prince & Sons Inc.	\$11,802.00
Ground Guys Landscaping	\$0.00
TRIMAC Outdoor	\$30,730.00
Action Environmental Services Florida	\$9,567.00
Exquisite Lawncare	\$11,745.00
Exquisite Lawncare Option #2	\$14,189.00
Exclusive Landscape Group	\$0.00
Total Sqft	

Current Contract

**\$11,059**



# Action Item – Consent Agenda A11

## Golden Aster Tri-Plex Landscaping Contract

## Action Item – Consent Agenda A11

<b>Motion Subject:</b>	New Landscaping contract for Golden Aster Tri- Plex
<b>Funding Source:</b>	Golden Aster -Service Area Operations Budget
<b>Budgeted Amount:</b>	2023 \$3192.00
<b>Bids Received:</b>	Exquisite Lawn Care \$3,841.00 Benchmark Landscaping \$3,600.00 Action Environmental Services \$12,942.00 Trimac Landscaping \$30,790.00 Prince and Sons Landscaping \$5,133.00
<b>Rationale:</b>	To maintain with in budget, Benchmark came in the closest to budget. Golden Aster already had an increase of \$17.76 per month per household.
<b>Management Recommendation:</b>	Management recommends that Benchmark Landscaping is awarded the landscaping contract for Golden Aster Service Area
<b>Motion on Agenda:</b>	Motion to approve New Landscaping Contract for Golden Aster Tri-plex’s with Benchmark Landscaping in the amount of \$300.00- Service Area Operating Fund.



ORIGINAL

*Celebration Residential Owners Association, Inc. (CROA)*



**Celebration Residential  
Owners Association  
Landscaping Scope of work Service Areas  
EXHIBIT A**

Issued by:

**CELEBRATION RESIDENTIAL OWNERS' ASSOCIATION, INC. (CROA)  
BOARD OF DIRECTORS**

851 Celebration Avenue  
Celebration, FL 34747  
CELEBRATION.FL.US  
407-566-1200

**Date Issued: November 3<sup>rd</sup>, 2022**



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*Celebration Residential Owners Association, Inc. (CROA)*

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Scope of work consists of complete landscape, turf, irrigation, and specialty maintenance of residential service areas within




*Celebration Residential Owners Association, Inc. (CROA)*

Celebration. The work consists of turf maintenance, weeding and edging of ground cover, preventing, and controlling weeds in turf, planters, and hardscape areas, trimming of shrubs, application of pesticides, hardscape areas, litter collection and disposal. A separate document will be attached with the replacement price of materials and labor. The CROA representative that is stated in the below document consists of GrandManors or Management company's Service Area Manager, Service Area Administrative Assistant, Community Manager, Operations Manager and or any other employee of GrandManors or Management company.

**Please sign to acknowledge that you have read item and understand each item in its entirety.**

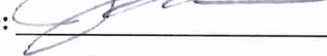
- CROA reserves the right to award contracts for all work which requires a separate bid process based upon the nature of the work and its anticipated costs.

Please sign acknowledging. Signature: 

- Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of all turf, plant material, beds, planters, hardscape, and irrigation systems. A report listing all items which do not meet the specifications of this Scope of work must submitted to the CROA Service Area Representative of GrandManors.

Please sign acknowledging. Signature: 

- Deficiencies noted within the report will be reviewed by the CROA Representative for verification and actions required. Upon approval by the CROA Representative, either the deficiencies will be corrected or documented to not become the responsibility of the Contractor to address without additional compensation.

Please sign acknowledging. Signature: 

- After the thirty (30) day audit period has expired and for the duration of the contract, Contractor shall assume responsibility for all unreported maintenance deficiencies, including materials and labor.

Please sign acknowledging. Signature: 

**WORK SCHEDULE**

- The Contractor shall accomplish all normal work required under this contract between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday, excluding holidays. The CROA Representative may grant, on an individual basis, permission to perform contract maintenance at other hours. **No maintenance functions shall be commenced before 8:00 a.m. and after 7:00 p.m.** Work will be scheduled so that it will not disrupt the functions and normal day-to-day operations of the parks and the areas located within them. **No work will be performed on weekends without prior written approval of the CROA Representative.**

Please sign acknowledging. Signature: 

- **The Contractor shall provide the CROA Representative with a monthly calendar of work schedules 5 days prior to the 1st day of each month.** Schedules must include the name of the Supervisor(s) who will oversee the work performed, and the telephone number(s) by which to contact him/her.

Please sign acknowledging. Signature: 

- The work schedules must reflect adequate time for completion of all routine work activities on a daily, weekly,



Celebration Residential Owners Association, Inc. (CROA)

and monthly basis, as well as seasonal work activities on an annual basis which comply with the specification requirements indicated throughout this document. The schedule shall also indicate any special work assignments i.e., pesticide application, tree trimming, plant / turf replacement, mulching, etc.

Please sign acknowledging. Signature: [Signature]

Failure to submit schedules within the time frame specified shall result in a penalty of \$100 per occurrence, per schedule for each calendar day until schedules are received.

Please sign acknowledging. Signature: [Signature]

Contractor shall complete all work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor and approved by the CROA Representative. All scheduled work NOT completed during the week scheduled shall be reported to the CROA Representative in writing by 4:00 PM Friday of the same week.

Please sign acknowledging. Signature: [Signature]

TERM OF CONTRACT

The term of this Agreement shall be January 1, 2023, through December 31, 2026, with the option to renew for two (2) additional one (1) year periods. The prices proposed by the Contractor shall remain fixed and firm for the duration of the Agreement.

Please sign acknowledging. Signature: [Signature]

Prior to each renewal period, Contractor will be evaluated based on their performance.

Please sign acknowledging. Signature: [Signature]

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 landscaping systems as outlined within this scope.

Please sign acknowledging. Signature: [Signature]

The following specifications are set as the minimums to achieve the desired healthy and attractive landscaping within the community. Please find the landscaping guidelines attached.

Please sign acknowledging. Signature: [Signature]

OPERATIONS AND COMMUNICATIONS



**SITE CLEANLINESS AND CONDITION**

- 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.
- **Cleanup of trash and debris shall be performed on all workdays throughout the year.**

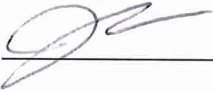
Please sign acknowledging. Signature:  \_\_\_\_\_

**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.

Please sign acknowledging. Signature:  \_\_\_\_\_

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

Please sign acknowledging. Signature:  \_\_\_\_\_

**MEETINGS**

- **The Contractor shall meet with the CROA Representative on a weekly basis.** Such meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving such issues, review of schedule and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the CROA Representative or the Contractor. **The CROA Representative shall provide the location, date, and time of meeting.**

Please sign acknowledging. Signature:  \_\_\_\_\_

- Contractor shall provide a representative to attend the monthly meeting of the CROA Board of Directors meetings and shall be able to respond to any questions the Board may have as to the day-to-day activities at the project site pursuant to this scope of work.

Please sign acknowledging. Signature:  \_\_\_\_\_


**QUALITY CONTROL**





*Celebration Residential Owners Association, Inc. (CROA)*

- The CROA Representative, or his designated representative, shall be the sole judge as to the adequacy and quality of maintenance. To ensure consistent quality of the work being performed, the **CROA Representative may inspect all areas covered by this contract while or after work is scheduled to be performed.** Any deficiencies shall be recorded and submitted to the Contractor for review and corrective action. Within the three (3) workdays, the CROA Representative shall re-inspect the deficient area and any deficiencies not corrected shall result in the value of the work deducted from the monthly payment to the Contractor. The bid prices quoted by the Contractor unit pricing and/or Extra Work Pricing Sheets shall be used to determine the dollar value of any deficiencies.

Please sign acknowledging. Signature:  \_\_\_\_\_

- Within three (3) workdays (72 hours) after being notified by the CROA Representative in writing of defective or unacceptable work, should the Contractor fail to correct such work, CROA may authorize the unacceptable or defective work to be corrected. If CROA corrects the work, CROA shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work including an administration fee per occurrence. If the corrective work cannot reasonably be completed within such three (3) day period, and the Contractor had begun corrective work, and CROA reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, CROA agrees to allow Contractor to complete correction of the defective or unacceptable work beyond the three days.
- As this scope of work is for residential properties, it is required that more attention to detail will be given to each service area.
- The Contractor will make weekly in-person visual reviews of the entire site with focus on current conditions and the Contractor's performance. The Contractor will make any needed repairs and immediately.

Please sign acknowledging. Signature  \_\_\_\_\_


**REPORTS**

- A weekly maintenance report shall be generated by the Contractor and submitted via email to the CROA representative outlining potential problem areas and the contractor's proposed corrective action, upcoming work approval requests, coordination, scheduling, etc. **These will be due each Friday by 9:00 AM, so the service area manager can send the report to the community by end of day each Friday.**
- The contractor shall address and respond to all Celeservice postings, as submitted by residents and staff during daily work hours, provide updates utilizing the Celeservice App.

Please sign acknowledging. Signature  \_\_\_\_\_

**SUBCONTRACTING**

- The Contractor may subcontract certain procedures or operations only with the written approval of CROA. Proof of proper licensing and insurance must be provided to CROA prior to final approval. The Contractor is held responsible for any work performed by any subcontractor engaged.

Please sign acknowledging. Signature  \_\_\_\_\_

**WORKFORCE**



- The Contractor employees shall be dressed in a uniform fashion with company identification. Vehicles as well should be clearly identified. A professional appearance should be maintained.

Please sign acknowledging. Signature: \_\_\_\_\_

- Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors always.

Please sign acknowledging. Signature: \_\_\_\_\_

- 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 CROA hereby acknowledges that the Contractor only employs individuals who are legally authorized to work in the United States the Contractor employ individuals who are not legally authorized to work in the United States, it is understood that CROA 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.

Please sign acknowledging. Signature: \_\_\_\_\_

**KEYS/ACCESS CARDS**

- CROA will issue such keys and access cards as necessary for access to the work area. Contractor must assume full responsibility for theft or loss of said keys and cards and must pay for re-keying ALL locks operated by these keys or the replacement cost for access cards. Keys must not be duplicated.

Please sign acknowledging. Signature: \_\_\_\_\_

**LOST&FOUND**

- The contractor must ensure that articles found by its employees and/ or sub-contractors are returned to the CROA Representative or Town Hall upon discovery.

Please sign acknowledging. Signature: \_\_\_\_\_

**PARKING**

- Contractors' 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.


Please sign acknowledging. Signature: \_\_\_\_\_

**SUPERVISION**

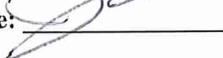


# Celebration Residential Owners Association (CROA)

- The Contractor shall provide supervision of all maintenance and or repair work being performed during the time of service” no exceptions”. Supervisors shall be able to communicate problems to the CROA Representative at any time and shall be always easily accessible to the Representative by cell phone. CROA shall be notified of any change in supervisory personnel.

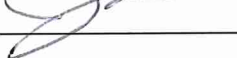
Please sign acknowledging. Signature: 

- A monthly walk through with the CROA Representative and contractor shall be performed to cover work being accomplished, special needs or concerns, and other related information. If needed, additional supervision or a change of supervisory personnel will be requested should contract performance fall below the acceptable standard.

Please sign acknowledging. Signature: 


## ADDITIONAL WORK

- From time-to-time additional work may be requested of the Contractor by the CROA Representative. A cost estimate, schedule, and other determining information may be required before approval of work is granted. Each situation will be considered on a case-by-case basis. All additional work shall be completed according to approved schedule.

Please sign acknowledging. Signature: 

## CHANGES

- It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications, or as amended by the CROA Representative. 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 CROA Representative. CROA does reserve the right to deny 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.


Please sign acknowledging. Signature: 

## SATISFACTORY PERFORMANCE

- It is estimated that the frequency and guidelines set forth in this scope 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.
- 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 may be replaced at the CROA Representatives direction at no additional cost to the Contractor. Any reported damage should be reported to the CROA Representative in the weekly report.
- Any damage to walls, landscape, lighting, fencing, resident belongings, or hardscape features by the Contractor shall be repaired by the appropriate tradesmen initiated though the CROA Representative so all warranties remain effective. All billing for said repairs will be directed to the Contractor responsible for said area and cost of repairs.



# Celebration Residential Owners Association (CROA)


Please sign acknowledging. Signature: 

- The Contractor will be graded on a scale from 1-3 where 0 is "Unacceptable" and 3 is "Excellent". If the Contractor scores below a two on a weekly audit, they have three business days to fix the unacceptable item. If the contractor scores an overall two or lower three times during the contract, an action plan of correction will be required and could lead to cancellation of contract. "Please find the inspection form utilized attached".

Please sign acknowledging. Signature: 

## MAINTENANCE FOR VISIBILITY AND SAFETY

- All landscaping shall be maintained in a manner that allows clear passage of vehicles in all roadways and pedestrians along sidewalks and designated pathways, provides open visibility where necessary for safety, and does not obstruct lighting or signage.

Please sign acknowledging. Signature: 

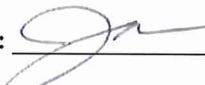
- Clear visibility in both daytime and nighttime is of the utmost importance for parking areas, driveways, and at intersections of all types.

Please sign acknowledging. Signature: 

- Trees and shrubs shall not be allowed to grow into or over sidewalks, cart paths, public or private streets, driveways, alleyways, or parking areas in any way that conflicts with the safe passage of pedestrians and vehicles.

Please sign acknowledging. Signature: 


- A minimum of ten (10) feet vertical clearance shall be maintained. This shall be increased to fifteen (15) feet on all streets where necessary for the passage of taller vehicles, such as vans, buses, emergency vehicles or trucks-in areas which must be accessed by such vehicles.

Please sign acknowledging. Signature: 

- In general, hedges and shrub masses shall be maintained at a maximum height of three (3) feet in all areas where views must be maintained for safety of vehicular and pedestrian traffic Contractor must visually inspect the site (doing so on a routine basis) to determine whether safe visibility requires maintenance at a lower height, in any given situation.

Please sign acknowledging. Signature: 


- Individual plants or specimens which do not specifically impede safe visibility may conform to the other applicable standards of these specifications provided in the Celebration Landscaping Architectural guidelines. Trees near light poles shall be maintained as they grow to avoid impeding safe light levels, to the greatest extent possible.

Please sign acknowledging. Signature: 


- Pruning of all landscaping shall comply with the proper techniques based on the type of plant material. But in all cases, ensuring safe visibility shall be the prevailing objective. Prune and maintain all-natural vegetation back five (5) feet or more from edge of turf, sidewalks, fence lines and parking areas.



# Celebration Residential Owners Association (CROA)


Please sign acknowledging. Signature: 

- Where natural wooded areas adjoin the finished turf areas and landscape beds, a buffer zone of at least three (3) feet shall be maintained with herbicide and or mechanical means.

Please sign acknowledging. Signature: 

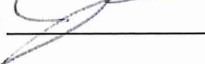
## TURF MAINTENANCE

- Appropriately sized equipment shall mean the use of 22” – 32” commercial push mower for areas within all fenced yards and for all turf areas which are less than (4’) four feet in width. This requirement will be strictly enforced.

Please sign acknowledging. Signature: 

## BAHIA, ST. AUGUSTINE & ZOYSIA TURF

- Mowing of all Bahia, St. Augustine and Zoysia turf areas shall be performed on a weekly basis during the normal growing season (March through October). During the months of November through February 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 always promote healthy and continued growth as well as proper appearance.
- Zoysia grass should be mowed with a walk- behind- mower with a bag to collect clippings which is better and actually quicker in the small spaces than a rider.

Please sign acknowledging. Signature: 

## BERMUDA TURF

- Bermuda turf shall be cut two (2) times per week during the months of March through October and one (1) time per week November through February unless abnormal conditions arise. The turf shall be mowed at a frequency to always promote healthy and continued growth as well as proper appearance.

Please sign acknowledging. Signature: N/A

- **REEL mowers MUST be used to maintain Bermuda Turf. Any exceptions to this requirement must have prior approval if the CROA Representative.**


Please sign acknowledging. Signature: N/A

- Mowing patterns shall be varied to minimize wear areas from tires and slippage.
- Mowing height shall be based on season and what is horticulturally correct for turf type and location. Please see chart below.




# Celebration Residential Owners Association (CROA)

Turf Type	Height (inches)	Frequency (per year)	Mower Type
Bahia grass	3.0 - 4.0	42	Rotary
Bermuda grass	0.5 - 1.5	88	Reel
St. Augustine grass	2.5 - 4.0	42	Rotary
Zoysia grass	1.5 - 2.5	42	Rotary

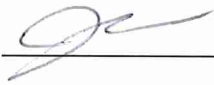
Please sign acknowledging. Signature: 

- If a change in height of cut is considered, the CROA Representative must approve such change, in writing, prior to any height adjustment.
- 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, and signposts due to the use of line trimmers is not acceptable**
- 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.

Please sign acknowledging. Signature: 

## 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, parking lot islands or residential yards by the mowers.


Please sign acknowledging. Signature: 

- In areas with parking lots associated with the landscape maintenance, leaves and debris are to be either raked or removed with a vacuum. **Leaves are not to be blown into landscape beds or down storm drains.** If the condition of turf declines due to failure to remove accumulated leaves in a timely manner, the Contractor is responsible for replacing **the turf**.
- Leaves are to be blown away from the structure of the homes and not blown towards the homes causing buildup in the hedges, landscaping beds or on porches.

Please sign acknowledging. Signature: 

## LEAVES -SEASONAL

- The months of **December through April** leaves, acorns and debris must be removed from all landscape beds, turf, and hardscape at all Service Areas on Friday and Tuesday basis each week. The curbs and streets adjacent to each location are included as part of this scope. Removal by vacuum is preferred however, raking, blowing and manual removal will be allowed. No Leaves are to be left in landscaping beds, turf, sidewalks, and roads.

Please sign acknowledging. Signature: 

## EDGING

- All necessary edging operations shall be performed routinely to trim the turf and maintain a well-groomed appearance for all



# Celebration Residential Owners Association (CROA)

sidewalks, curbs, plant beds, drainage structures, irrigation valve boxes, splice boxes, gate valve boxes, water meter boxes, and other such interfaces between turf and different surfaces.

- Bed lines shall be edged to conform to their original design intent, with adjustments being made periodically for the plant growth.
- Edging shall occur in conjunction with each mowing cycle. Grass runners shall not exceed one inch in length along sidewalks, curbs, pavements, planting beds, and other such edges.
- Upon completion of edging operations, the turf edge shall be neat, clean, and approximately 1/2 inch from the edge of any pavement, with a minimum depth of 2 inches.
- All paved areas and mulched beds shall be free of dirt, clippings, and debris after work is completed.

Please sign acknowledging. Signature: \_\_\_\_\_

## DISEASE AND PEST CONTROL

- All turf varieties shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists. Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.
- Fertilizers and chemicals should be kept off walls of homes to avoid stains

Please sign acknowledging. Signature: \_\_\_\_\_

## WEED CONTROL

- 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 shall be expected.

Please sign acknowledging. Signature: \_\_\_\_\_

- 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.
- If the use of chemicals is not working in landscaping beds, it will be required to hand pull weeds as needed.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

## FERTILIZATION – TURF

- A soil fertility and pH test shall be performed by the Contractor twice a year January and June from several representative areas in the turf and landscape beds at all locations to help determine the analysis of the product to use in the fertilizer application programs. Copies of these test results must be provided to CROA, with tested locations each time they are



## Celebration Residential Owners Association (CROA)

performed.

Please sign acknowledging. Signature: \_\_\_\_\_

### ST. AUGUSTINE & ZOYSIA

- There should be a minimum of four (4) applications of a complete, acid-forming turf fertilizer applied to Zoysia and St. Augustine turf per year.
- February (After February 15th): (Zoysia and St. Augustine) A standard non-burning complete turf fertilizer containing a minimum of 30% to 40% of the Nitrogen in a controlled release form such as sulfur coated, or polymer coated sulfur coated urea. There should be a minimum of 4% Iron, 6% sulfur, and 2% each of Magnesium and Manganese. A lesser amount of Iron will be acceptable if it is in a chelated form. The fertilizer shall be applied at 1 pound of actual Nitrogen per 1000 Square feet of turf.
- May: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- August: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- October: (St. Augustine) Analysis should be determined by soil test results and recommendations.
- November: (Zoysia) Analysis should be determined by soil test results and recommendations.
- If these recommendations fail to keep the turf a consistent acceptable green color, a soil test should be performed, and the fertilizer blend adjusted accordingly. If the fertilizer does not keep the turf an acceptable green color between applications during the growing season, it may be necessary to provide an extra application of Nitrogen and/or Iron to provide suitable color and may be requested by the owner. This will not be considered an extra to the contract.
- All turf fertilizers should be watered immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Contractor will also be responsible for sweeping or blowing fertilizer off all walkways, parking lots, roadways, and any affected paved area such as residents' porches. Special attention should be taken to ensure that fertilizer does not enter any stormwater retention or drainage feature.

Please sign acknowledging. Signature: \_\_\_\_\_

### BAHIA TURF

- There should be two applications of complete commercial turf fertilizer to Bahia grass areas per year.
- March: A standard, non-burning complete turf fertilizer such as 16-0-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product)
- September: 9-2-24 with 6% iron, 8 to 10% Sulfur, and 2% each of Magnesium and Manganese at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product) This will help with winter cold tolerance.
- If yellowing occurs in between fertilizer applications, a liquid application of 12-0-0 with iron at the label rate, or another chelated iron source should be applied.
- All chemical applications shall be performed by trained, licensed operators in accordance with applicable local, state, and federal regulations, safety standards, and the manufacturer's instructions.
- All fertilizer shall be thoroughly watered in after application.

Please sign acknowledging. Signature: \_\_\_\_\_

### BERMUDA TURF - HIGH" DEMAND MAINTENANCE SCHEDULE





## Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
1	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
2	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
2	0-0-50 Potassium Sulfate	150Lbs/ Acre
2	Pre-Emergent	Per label rate full coverage
3	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
3	Round-up clay areas and fence lines	
3	Weed control post-emergent	Per label rate full coverage
4	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
4	Round-up clay areas and fence lines	2% Solution
4	Deep Tine Aerify	
4	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
4	Verti-cut	3/4" deep with 2" spacing
4	Chelated Iron 12-0-0	
5	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
5	Round-up clay areas and fence lines	2% Solution



## Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
6	0-0-50 Potassium Sulfate	150lbs/Acre
6	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
6	Aerate ¾" coring tines 3"-4" deep	
6	Weed control post-emergent	Per label rate full coverage
6	Round-up clay areas and fence lines	2% Solution
6	Heritage Application	Per label rate full coverage
7	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
7	Round-up clay areas and fence lines	2% Solution
8	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
8	Round-up clay areas and fence lines	
8	Pre-M	Per label rate full coverage
8	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
9	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
9	0-0-50 Potassium Sulfate	150Lbs/Acre
9	Round-up clay areas and fence lines	2% Solution
9	Aerate ¾" coring tines 3"-4" deep	
9	Weed control post-emergent	Per label rate full coverage
10	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
10	Round-up clay areas and fence lines	2% Solution
11	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	Round-up clay areas and fence lines	2% Solution
12	Deep Tine Aerify	

Please sign acknowledging. Signature:   N/A



# Celebration Residential Owners Association (CROA)

## GROUND COVER AND SHRUB MAINTENANCE

### SHRUBS

(Indian Hawthorn, Holly, Viburnum, Boxwood, and similar woody ornamentals)

- These shrubs shall be pruned only as necessary to maintain their natural habit and growth at specified heights, to remove excessive growth, and to maintain a natural, informal appearance. Individual plants shall be allowed to grow together into one mass, never shaped as individual plants.
- As the shrubs mature, individual plants should not be apparent; plants shall be allowed to grow together in a “soft”, informal, and un-sheared mass.
- At no time shall any shrubs be allowed to impede safe visibility for pedestrians and vehicles.
- Maintain most shrubs in pedestrian and parking areas for safety and visibility, usually about 36" +/-, but always as dictated by the circumstances in any specific location. Where larger shrubs are used for screening of specific features, their ultimate heights shall be dictated by the purpose for which they have been used in the plan, and they shall be allowed to reach the effective height and density necessary to serve that purpose. In no instance, however, shall any shrub be allowed to obstruct visibility for traffic and pedestrian safety.
- Use hand clippers to remove odd, long, or undesirable branches, keeping the shape natural and uniform. Do not prune masses into geometric forms by hard shearing.
- Per Celebration ARC guidelines, Hedges must be trimmed below the windowsills and below decorative trim along the top of the walls; Exceptions might include garage windows which are too close to the ground.
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12”.

Please sign acknowledging. Signature: \_\_\_\_\_

### HERBACEOUS "GRASSY" SPECIES

(Society Garlic, Lily-of-the-Nile, Liriope, and similar species)

- These groundcovers shall be allowed to grow to their natural height and width; pruning is not necessary. Cultivate to achieve dense mass; maintain separation between groundcover and adjacent plant materials.
- Spent flower heads shall be removed regularly, as required for best appearance.
- If more than 50% of a plant is frost damaged, cut back to remove all dead or damaged foliage after last frost.
- Contee palms, Agapanthus, Liriope, Iris, and other plants that are chosen for the display of their leaves should be thinned to remove excessive growth that encroaches over onto walkways or out of their place in the landscape design and never edged or sheared
- Contractors must not trim buds before they have had a chance to bloom.

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### WOODYGROUNDCOVERS

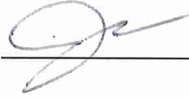
(Parson's Juniper, Blue Pacific Juniper, Lantana, and similar species)

- These groundcovers shall be allowed to grow together to form full, natural, informal masses, maintaining separation between adjacent plant materials.
- Prune to maintain height at 18" to 24" or as otherwise appropriate for the species, and to prevent masses from overgrowing curbs, sidewalks, and bed edges. Do not allow masses to become overgrown, requiring extensive pruning.
- Depending on degree of possible cold damage, cut back as required after last frost to achieve intended growth.



# Celebration Residential Owners Association (CROA)


- Do not prune masses into geometric forms by hard shearing.
- Where plants are adjacent to curbs, sidewalks and bed edges, prune edge of mass back in a natural, informal shape; do not shear vertically.
- Contractors must not trim buds before they have had a chance to bloom.

Please sign acknowledging. Signature: 

## GROUNDCOVERS

(Dwarf Confederate Jasmine, English Ivy, and similar species)


- Cultivate vining groundcovers to achieve dense, entwined masses; maintain separation between groundcover and adjacent plant materials, by edging and/ or pruning.
- Some species, such as Dwarf Confederate Jasmine, once grown in to full and dense coverage (which may take 2 or 3 years for some species), may be trimmed at a height of 6" periodically to maintain a dense and consistent level of coverage.
- Do not shear masses vertically where adjacent to curbs, bed edges, drainage structures, valve boxes, meter boxes, and other such interfaces. Prune exposed edge of mass back at a maximum 45-degree angle from horizontal, in a natural, informal shape.

Please sign acknowledging. Signature: 

## ACCENT PLANTS

(African Iris, and similar species used as accents)

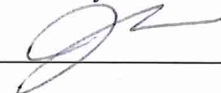
- Accent plants should only be trimmed as necessary to remove excessive growth, and shoots, while maintaining a natural, informal appearance. As the plant matures, the plants shall be maintained at the intended height of the accent feature, not allowed to become overgrown or invasive.
- Use hand clippers to remove odd, long, or undesirable shoots, and to remove outer pups or shoots from overgrown clumps, keeping the shape natural, loose, and uniform. Do not shear.
- Accent plants that are damaged by the frost shall have all the damaged foliage removed and in such cases the damage affects the entire plant, it shall be cut back to the ground after the last frost.

Please sign acknowledging. Signature: 

## ORNAMENTAL GRASSES

(Cordgrass, Muhly Grass, Fountain Grass, and similar species)

- Ornamental grasses shall be maintained at their natural height and width.
- To achieve best form and appearance, loose, brown, and dead foliage shall be removed the months of February through March prior to new spring growth. Sever pruning to the ground is not an acceptable practice and as a result will require replacement at the Contractors expense upon discovery.

Please sign acknowledging. Signature: 

## PRUNING OF GROUND COVER AND SHRUBS

- Plant materials and tree limbs must be kept trimmed away from multi-modal transportation paths and sidewalks and at no time should be allowed to encroach on these areas.
- Special attention to areas around landscape lighting fixtures shall be given not only to promote lighting effect, but the protection



## Celebration Residential Owners Association (CROA)

of fixtures themselves from damage.

- Shrubs located under windows should be trimmed to the bottom of the window ledge leaving the window trim detail visible.
- All shrubs around the AC units/ equipment should be trimmed to screen the unit without impeding the use. Shrubs along privacy fences should be maintained to the bottom of the top rail leaving the top rail visible. Shrubs along a picket fence should be maintained to the top rail of the fence leaving the top picket details visible.
- Contractors must not trim buds before they have had a chance to bloom.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12".
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- A Hard pruning of Ligustrums and Burberry trees will be necessary to be kept below 10' and also a hard pruning of camellia bushes.

Please sign acknowledging. Signature: \_\_\_\_\_

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- When five (5%) of any individual plant material shows signs of disease, curative action must be taken. Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Non-targeted plant material damaged because of improper chemical applications must be replaced upon discovery at the Contractors expense.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

### FERTILIZATION OF GROUNDCOVER AND SHRUBS

- Shrubs and groundcovers shall be fertilized four (4) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. This shall be applied in March, May, July, and October at 1/2 cup per small shrub, 1 cup per large shrub, or 15 to 30 pounds per 1000 square feet of plant bed, depending on the spacing, type of plants, and product used. Fertilizer shall be broadcast evenly over the entire root zone, and care shall be taken to avoid accumulation of fertilizer granules on leaves, crowns, etc.
- The fertilizers should be watered in immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Special attention should be taken to prevent any fertilizer from being blown, swept, or otherwise ending up in any parking lot or roadway storm drain. Any fertilizer that ends up upon any non-target area or hard surface shall be removed and applied to a target area.

Please sign acknowledging. Signature: \_\_\_\_\_



# Celebration Residential Owners Association (CROA)

## TREE MAINTENANCE


### CRAPE MYRTLES

- Crape Myrtles shall be maintained with an open, natural crown. The natural branching structure shall be maintained, light pruning only to promote healthy, natural development form, size, and width.
- As trees mature, a clear trunk height of 8.5' minimum shall be maintained.
- Canopies shall in no case be allowed to deter safety and visibility in traffic situations.
- Light pruning should be performed to remove seed pods as they form to promote re-flowering. Contractor should remove most remaining seed pods in Fall/Winter, where overall height allows this to be done safely. No branches larger than 1/2" in diameter, or more than 24" of the current year's growth shall be removed.
- Topping, heading cuts or trimming back to knobs is not permitted. Proper reduction cuts may be made in some instances with the approval from the CROA Representative.
- All Branches shall be pruned that impede pedestrian walkways and all alleyways.
- Pruning shall be completed twice a year, once in the Fall/ Winter and once late spring.

Please sign acknowledging. Signature:  \_\_\_\_\_

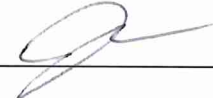
### PALMS

- Palms shall be pruned once the fronds have dropped to an 8:00 o'clock to 4:00 o'clock angle. The Contractor shall remove the fronds to a maximum 10:00 o'clock to 2:00 o'clock angle and all seed and emerging seed pods will be removed. Pruning of palms shall occur minimum of (3) times per year between the months of March through October.
- All Phoenix species will be pruned to a maximum 9:00 o'clock to 3:00 o'clock angle.
- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

Please sign acknowledging. Signature:  \_\_\_\_\_


### LIGUSTRUM TREES

- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

Please sign acknowledging. Signature:  \_\_\_\_\_

### NELLIE STEVENS HOLLY AND RELATED SPECIES

- These trees shall be maintained to have thick and dense foliage. They should only be pruned to promote health, and natural development form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.

Please sign acknowledging. Signature:  \_\_\_\_\_



## Celebration Residential Owners Association (CROA)


### LIVE OAK AND RELATED SPECIES

- Live Oaks and related species are to be maintained to have thick dense foliage. They should only be pruned to promote healthy and natural development form. Pruning shall be kept at a minimum.
- As trees mature, only remove necessary lower branches to maintain the natural normal form of the tree, and to allow for necessary maintenance.
- The tree shall have 2/3 canopy and 1/3 clear trunk.
- All limbs that are pruned back to the main trunk or central leader shall be cut at the collar, but not damaging the collar.

Please sign acknowledging. Signature:  \_\_\_\_\_

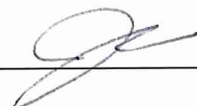
### MAGNOLIAS

- Magnolias shall be maintained to have thick and dense foliage. They should only be pruned to promote health and natural form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.
- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood. To encourage full and dense foliage, **prune lightly in the fall** or early spring (**before the spring flush**), by removing 6" to 10" of foliage in appropriate areas and trimming leggy branches, to promote natural shape and form. **The central leader shall not be removed.**
- Branches shall be maintained away from structures and maintained to not extend into alleyways, sidewalks and pedestrian areas.

Please sign acknowledging. Signature:  \_\_\_\_\_

### ALL TREE SPECIES

- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood, or to provide visibility. Contractor shall be responsible for pruning up to the first fifteen (15) feet of trees as needed to maintain a natural and healthy appearance. All Trees should maintain a (5) feet clearance from any structure or townhome/residence.
- All broken limbs or debris resulting from winds, storms; or other causes shall be removed promptly, or immediately if impeding safety.
- Pruning cuts shall be clean and smooth with no rough or torn bark or wood remaining.
- 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 and will require replacement at the Contractors expense upon discovery.
- **Pruning of all trees needs to be maintained year-round to specifications.**

Please sign acknowledging. Signature:  \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Areas treated shall have

Please sign acknowledging. Signature: \_\_\_\_\_

### FERTILIZATION OF TREES

- Proper fertilization for the varied trees shall be performed three (3) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. Fertilizer shall be broadcast evenly over the entire root zone out to the drip line. Applications shall be at the labeled rate on the bag, and applied in March, June, and September.
- Palms shall be fertilized three (3) to four (4) times per year with a fertilizer with an analysis of 8-2-12 plus 4% Magnesium (Mg.) and 2% Manganese (MN) and 0.10% to 0.15% Iron (Fe), Zinc (Zn), Boron (B), and Copper (Cu). One hundred percent (100%) of the Nitrogen (N), Potassium (K), and Magnesium (Mg.) should be in controlled release form, while all the micronutrients except Iron (Fe) should be in Sulfate form. Two percent (2%) Iron (Fe) from Iron Sulfate can substitute for 0.15% Iron (Fe) from chelated forms. (EDTA, DTPA, etc.). This product is to be applied at the rate of 1.5 pounds per 100 square feet of palm canopy or bed area, or 15 pounds per 1000 square feet.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

### FLOWER BED MAINTENANCE

- Annual flower beds shall be maintained in a fashion to allow for a full, colorful appearance always throughout the year. Beds shall be kept free of spent flowers, weeds, and debris.
- Shrubs and turf surrounding annual beds must be trimmed to keep them from encroaching on the annual flowers and reducing the bed size. The original size of the beds and the annual flower count as described must remain the same.
- 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 appearance.

Please sign acknowledging. Signature: \_\_\_\_\_





## Celebration Residential Owners Association (CROA)

### WEED CONTROL

Beds are to be kept free of weeds, landscape debris and trash. Hand weeding shall be done as necessary. The use of pre-emergent and selective herbicides is required for all Annual Flower beds.

Please sign acknowledging. Signature: \_\_\_\_\_

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

### PESTICIDE USE SPECIFICATIONS

- Contractor shall have extensive knowledge and experience developing and implementing Integrated Pest Management Programs (IP: tvf) and shall develop, implement, and adjust an IPM program for all sites included in this contract.
- All pesticide applications are to be made by or under the supervision of a person or persons with appropriate valid licenses, permits or certificates issued pursuant to all applicable Federal, State, or local laws or regulations. Said person or company is to be currently registered to conduct a pest control business in the State of Florida and the County of Osceola.
- Pesticide applications are to be made in strict compliance with the product label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency.
- Within thirty days of the award of contract, and/ or prior to the actual start of work, Contractor shall supply to the CROA Representative a list of all chemicals proposed to be used in the fulfillment of said contract. No "generic" chemicals shall be allowed for substitution purposes, unless approved by the CROA Representative.
- The most current specimen labels and Safety Data Sheets for all listed chemicals shall be supplied at this time and Copies of both the P.C.A. recommendations and applicable Pest Control Advisor and Qualified Applicator Licenses or Qualified Applicator Certificates, shall be submitted. All above-mentioned items shall be resubmitted in January of each year the Contract is in effect.
- CROA shall be notified in writing of any changes or deviations from the above list. Application of deviated materials shall not be made prior to approval by the CROA Representative.
- A five-working day notice in writing shall be given to CROA prior to any pesticide application so the notice can be communicated to the residents in advance. Notice shall include name of chemical, area to be treated, rate of chemical, method of application, date and time of day application is to be performed. CROA must give written consent prior to application of any Category I, or restricted use, pesticide.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets

Please sign acknowledging. Signature: \_\_\_\_\_



# Celebration Residential Owners Association (CROA)


## REFUSE CONTROL

- Areas within the project limits shall be kept free of litter and refuse (trash, cans, paper, bottles, cigarette butts, etc. and accumulations of leaves, dirt, and branches) always.
- Policing and litter pickup shall occur as often as necessary to ensure a clean, litter-free appearance.

Please sign acknowledging. Signature:  \_\_\_\_\_

## REPLACEMENT OF PLANTS TO MAINTAIN DESIGN INTENT

- No changes or additions of plant materials, and no changes or additions to the design or layout of the landscaping shall be made without review and approval of CROA.
- Any tree, palm, shrub, or groundcover plantings which die, or which are damaged or decline to the extent of affecting the overall appearance of the project, shall be replaced promptly with the same species in a size which reasonably matches the plant it is replacing, to preserve the design intent and appearance of the landscaping.
- Any tree or plant which is abusively pruned in noncompliance with these specifications shall be replaced by the same species in a size which reasonably matches the plant it's replacing.
- **The Contractor shall be responsible for the full cost of such replacements where required due to incorrect maintenance (abusive pruning, fertilizer burn, etc.) or to inadequate maintenance (disease, pests, fungus, irrigation negligence, etc.). The Service Area/CROA shall be responsible for the full cost of such replacements only due to damaging acts by others, acts of God, and/ or other circumstances not attributable to actions or inactions of the Contractor.**
- If the plan included annuals or perennials, replacements shall be made on a seasonal basis, or whenever required, to maintain an acceptable year-round effect. Conversion of bedding plant areas to other landscape plants shall be subject to review and approval by CROA.

Please sign acknowledging. Signature:  \_\_\_\_\_

## PLANT GUARANTEE AND/OR REPLACEMENT POLICY

- Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.
- All replacement plants shall be inspected and approved by CROA prior to installation. All landscape improvements or repairs shall conform to the Celebration Residential Owners Association, Inc. Landscape Specifications and Details.
- The Contractor must assume the maintenance responsibility and warrant future landscape improvements, new installation and refurbishment of existing landscape as specified within this scope.
- The Contractor and the CROA Representative will conduct an inspection of said landscape prior to final acceptance by CROA.
- Contractor shall submit an inspection report to the CROA Representative within 3 days following the inspection which must list all concerns and recommendation to correct. If said inspection report is not submitted as required, Contractor must accept and assume the plant replacement warranty for the remainder of the contract term without consideration of compensation.
- Any issues discovered during the inspection process will be corrected based on plant health.

Please sign acknowledging. Signature:  \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### MULCHING

- All plant beds and tree rings shall be maintained with an adequate and neat layer of Cocoa Brown Hardwood Mulch or Pine Straw if approved by ARC and shall not exceed 3" in depth. **Mulching shall occur twice per year during the months of April and September/ First week of October depending on the request of the individual service area.**
- **(ALL Service Area Mulch must be installed by April 15th and October 1<sup>st</sup>).**
- Contractor will replenish mulch where disturbed due to mowing operations such as edge of landscape beds and tree rings. This shall have performed at no additional cost to CROA.
- Care should be taken during mulching to not cover landscape lighting, valves, junction boxes or other structures and components.
- Care shall be taken to avoid piling mulch around the plant crowns or trunks.

Please sign acknowledging. Signature: \_\_\_\_\_

### IRRIGATION SYSTEMS

- The Irrigation Contractor / Technician(s) shall be Rain Bird Maxicom Certified and must submit proof of a minimum of 3 years' experience with Irrigation installation and maintenance including ESP-LXD Series Two-Wire Decoder Controllers, flow meter, rain gauge, soil moisture sensors and a good understanding of Evapotranspiration and the ability to utilize such knowledge for the benefit of a healthy landscape.
- Irrigation systems and components shall be monitored to ensure that proper coverage is always achieved. Contractor shall provide one dedicated and certified Irrigation Technician for every 300 zones.

Please sign acknowledging. Signature: \_\_\_\_\_

### IRRIGATION REPAIRS

- The Contractor shall be responsible for repair of all site irrigation beginning with the customer service valve; downstream from the water meter, all pressure main lines, or any equipment in line (flow meters, master valves, etc.), through lateral lines and sprinkler heads; including all irrigation controllers, weather stations, rain gauges, control, and communication wiring, wireless and air cards. Contractor shall notify CROA Representative of any main line failure within two (2) hours of occurrence.
- **The CROA Representative shall approve all repairs in advance. The Contractor shall notify the CROA Representative once repairs are completed and prior to back filling any repairs to allow for inspection. Once inspected, the CROA Representative will notify the Contractor to backfill the repair. If the open repair presents a hazard to the public the repair shall be back filled as authorized by the CROA Representative. Photographs of the repairs shall be submitted.**
- **Damage to irrigation systems caused by the Contractor shall be the responsibility of the Contractor to repair within 48 hours of occurrence, self-discovery, or notification by CROA.**
- All replacement parts and materials are to be same type and model as original installation unless a substitute is approved by CROA representative. Failure to do so shall result in a deduction from monthly payments. In addition, a performance deficiency notice shall be issued to the Contractor.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### IRRIGATION SCHEDULING AND WATER MANAGEMENT

- Contractor shall be responsible for the programming and monitoring of irrigation controllers that are part of the Rain Bird centralized systems and any future cloud-based smart irrigation control systems. The Contractor shall be responsible for programming all standalone irrigation controllers.
- For changes to irrigations schedules controlled by the Central Irrigation Computers (Ivfaxicom) and any future cloud-based smart irrigation control systems the Contractor shall submit proposed irrigation schedules or a request to change a. schedule to the CROA Representative and the Celebration Community Development District Representative, two (2) days in advance of the needed change. The CROA Representative, using information provided by the Contractor, shall ensure the schedules are updated by the CCDD by the date requested.
- The Contractor shall perform inspections and repairs of all irrigation systems within contracted sites on the following schedule:

Please sign acknowledging. Signature: \_\_\_\_\_

### Service Areas Inspection/Reports

- **Irrigation inspection reports are to be completed One (1) time per month October - February & two (2) times month March – September. Detailed inspection report must be emailed to the CROA representative on the date that the inspection is completed.**
- **All inspections shall be included in the calendar work schedule submitted monthly.**
- The Contractor shall be responsible for programming each non-centralized irrigation controller to run only on assigned watering days as required by the Enterprise Community Development District (ECDD). Failure to do so shall result in a penalty of \$100 per occurrence per irrigation controller for those observed to not be programed as required.
- CROA shall have final determination as to the appropriate programming of the Irrigation Controllers. Upon discovery, the Contractor shall immediately report any irrigation system malfunctions, vandalism or damage to the CROA representative. The Contractor shall be responsible for necessary repairs to irrigation controllers.
- **The CROA Representative shall inspect and confirm any proposed repairs to irrigation controllers prior to commencement.**
- The Contractor shall furnish CROA with copies of all invoicing and associated inspection report, with location, pricing and quantities listed, for all irrigation system repairs. Invoice and inspection reports must indicate the exact location of the repairs, the controller and valve number to be considered for payment.

### IRRIGATION SPECIAL PROVISIONS - WATER MANAGEMENT

- Contractor shall keep all controllers in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance.
- Contractor shall keep all controller enclosures in good working order. This includes cleaning door panels, vacuuming interiors, pest prevention-eradication, lubrication of hinges, locks, etc. Contractor is responsible for always securing the controller cabinet door.
- **Contractor shall adjust all aspect of the irrigation systems to:**
  - Provide optimum coverage of all landscaped areas.
  - Prevent or minimize runoff and/ or erosion.
  - Prevent or minimize water on roadways.
  - Match precipitation rates of all nozzles/heads.
  - Prevent, eliminate and/ or limit hazardous conditions.
  - Prevent "flood irrigation"; over irrigating one area to account for coverage deficiency in another area.



## Celebration Residential Owners Association (CROA)

- All system malfunctions, damage, and obstructions shall be recorded, and timely corrective action taken in addition to specified routine irrigation system testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported; daily, if needed.
- Contractor shall correct deficient irrigation systems and equipment as necessary following notification from the CROA Representative.
- Contractor shall notify the CROA Representative immediately any time an irrigation system is shut down for any reason.
- The Contractor shall have full responsibility to ensure watering requirements are met within each CROA site. Contractor's forces shall be capable of performing repairs, installations, and modifications of existing irrigation systems to adequately irrigate all landscaped areas.
- The Contractor must ensure that sprinkler heads are in good operational order, filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, nozzle and filter replacements shall be considered as included in the contract price and no additional compensation shall be allowed.
- All electrically operated valves shall close completely at the conclusion of the station-watering program. As needed, valves shall be cleaned, repaired and/ or replaced promptly to restore proper operation. As part of the base bid, valve boxes shall be kept clean of sand, debris, and silt to a depth of 2" below the bottom of the valve.

Please sign acknowledging. Signature: \_\_\_\_\_

### MATERIALS

- All replacement materials shall be original types and model materials unless a substitute is approved by the CROA Representative. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems. Contractor shall implement repairs in accordance with all warranties.
- Cost of materials invoiced to CROA, if not listed on the unit price sheet, shall be the Contractor's actual cost plus a maximum 15% markup. Labor shall be considered as included in total contract price and no additional compensation shall be allowed. All parts and material invoices must include a copy of the irrigation inspection report specific to each project category location.
- The cost of all replacement materials will be broken down and given in the contract that is submitted in the price of the proposal and shall remain the price given during the contract period.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### DISASTER/ EMERGENCY PLAN

- When a Hurricane Warning has been issued for the Central Florida area, the Contractor must turn off all irrigation systems immediately as directed by the CROA Representative. This is to include weekends and holidays. Once the Hurricane threat has passed, the Contractor shall ensure all irrigation systems are fully operational within 48 hours as directed by the CROA Representative.
- **In the event of a declared emergency or disaster, Contractor shall provide debris removal services. Prior to mobilization for debris removal activities, Contractor shall provide CROA, in writing, hourly rates for personnel and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. (Contracted hourly rates will be included during the RFP process and effective during the contract period).**
- **Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.**
- Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- **Disaster Recovery Assistance Services shall not exceed seventy (70) hours for each declared emergency/ disaster.**
- **Contractor shall maintain and supply CROA all the necessary and adequate documentation on all emergency/ disaster-related services to support reimbursement by other local, state, or federal agencies. (Including before and after pictures).**
- CROA reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. CROA will not be held responsible for any loss incurred by Contractor because of CROA's election to terminate these activities pursuant to this paragraph.
- **Once declared by the county that it is no longer under a hurricane, tropical storm and tornado warning, contractor must communicate with the CROA representative of when work will commence. Any fallen trees/debris that are causing a safety hazard or obstruction must be removed immediately.**

Please sign acknowledging. Signature: \_\_\_\_\_

### INSURANCE; INDEMNIFICATION

- Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:
- Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and
- Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.
- All such insurance required shall be in companies and on forms acceptable to CROA and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to CROA. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to CROA. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.



## Celebration Residential Owners Association (CROA)

- Contractor shall defend (if requested by CROA), indemnify and hold CROA and its officers, directors, agents, employees and assigns harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement; or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

Please sign acknowledging. Signature:  \_\_\_\_\_

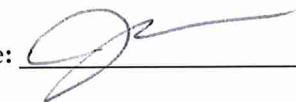
### COURTYARDS

- Some Townhomes in the Service Areas have maintenance that includes all the gated courtyards “unless the homeowner has requested, or the gated area is locked”. Many homeowners have installed pavers in most of the yard but any landscape in the ground must be maintained per this scope
- It is of importance that the landscaping crews close all gates once they have completed all service in the courtyards, ensure that the gate has securely latched.

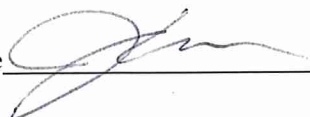
Please sign acknowledging. Signature:  \_\_\_\_\_

### HOMEOWNER REQUESTS/INSTRUCTIONS

- Owners may ask for special care at their properties. We generally ask that any requests go through the Service Area Committee or the CROA office so there is maintenance consistency. CROA staff will confirm any requests or concerns for alternate maintenance of a unit.

Please sign acknowledging. Signature:  \_\_\_\_\_

I JACOB MOOTZ Have read the scope of work in its entirety and acknowledge and understand the guidelines and specifications that are required.

Signature  \_\_\_\_\_

Date 11/16/2022







# Celebration Residential Owners Association (CROA)

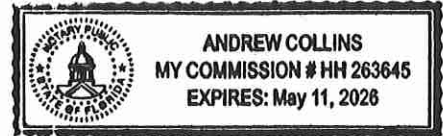
## CONTRACTOR'S AFFIDAVIT

State of Florida  
County of Osceola

Before me personally appeared Jacob Mott who (title) is Director of *(the company described herein)* being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by CROA deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known          or Produced Identification FI DL

Sworn to and subscribed before me this 17 day of November, 2022



*Andrew Collins*  
NOTARY PUBLIC – STATE of FLORIDA  
(Signature of Notary Public)

Andrew Collins  
(Print Name of Notary Public)

*This document must be completed and returned with your Submittal*

## BID RESPONSE FORM

Company Name: Benchmark Landscaping Contact: Jacob Mootz, Director of Business Development  
 Email: Jmootz@benchmarklandscapingfl.com Phone: 407-929-7610

I Jacob Mootz, on behalf of Benchmark Landscaping, submit the following bids as indicated below:

Please provide a bid price for the following items:

- Total price per calendar year of contracted services
- Pricing Worksheet (example attached)

**NOTE(S):**

When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in CROA's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.

All price information to be used in the RFP evaluation must be on this proposal form.

CROA reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

*"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully regarding all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with CROA in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor, and service necessary to complete the work covered by the RFP and Contract Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.*

*Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP."*

Executed by:

Jacob Mootz	Director of Business Development		11/16/2022
Agent Name	Title	Signature	Date

*This document must be completed and returned with your Submittal*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 2290 Lucien Way Suite 400 Maitland FL 32751	<b>CONTACT NAME:</b> Tambi Hasanbik <b>PHONE (A/C, No, Ext):</b> (407) 660-8282 <b>E-MAIL ADDRESS:</b> Tambi.Hasanbik@bbrown.com	<b>FAX (A/C, No):</b> (407) 660-2012
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Benchmark Landscaping, LLC PO Box 471057 Kissimmee FL 34747	<b>INSURER A:</b> Southern-Owners Insurance Company	<b>NAIC #</b> 10190
	<b>INSURER B:</b> Auto-Owners Insurance Company	18988
	<b>INSURER C:</b> Bridgefield Casualty Insurance Company	10335
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

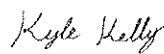
**COVERAGES**      **CERTIFICATE NUMBER:** CL2293046587      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			72556623	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMPI/OP AGG \$ 2,000,000	
							\$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			53-556623-00	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$	
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			53-556684-00	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 5,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			196-53781	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*\*FOR INFORMATION PURPOSES ONLY\*\*

<b>CERTIFICATE HOLDER</b> **Benchmark Landscaping, LLC BPRI ES Holding Company, LLC PO Box 471057 Kissimmee FL 34747-9057	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# GOLDEN ASTER TRI-PLEX

Vendor	Annual cost Bid
Benchmark Landscaping	\$3,600.00
Greenleaf Landscaping	\$0.00
Prince & Sons Inc.	\$5,133.00
Ground Guys Landscaping	\$0.00
TRIMAC Outdoor	\$0.00
Action Environmental Services Florida	\$12,942.00
Exquisite Lawncare	\$3,841.00
Exquisite Lawncare Option #2	\$4,925.00
Exclusive Landscape Group	\$0.00
Total Sqft	

Current Contract  
**\$2,778**

# Action Item – Consent Agenda A12

## Parkview Landscaping Contract

## Action Item – Consent Agenda A12

<b>Motion Subject:</b>	New Landscaping contract for Parkview Townhomes
<b>Funding Source:</b>	Parkview Townhomes -Service Area Operations Budget
<b>Budgeted Amount:</b>	2023 \$63,495.00 Annually/Monthly \$5,291.25
<b>Bids Received:</b>	Benchmark Landscaping \$54,000.00 Greenleaf Landscaping \$52,980.00 Prince and Sons Landscaping \$38,410.00 Trimac Outdoor \$56,410.00 Action Environmental Services \$45,862.00 Exquisite Lawncare \$65,450.00 Annually/Monthly \$5,454.16
<b>Rationale:</b>	The Parkview Townhome committee has chosen Exquisite Lawncare as their landscaping provider starting 01/01/2023 to 12/31/2026. Even though the vendor the committee has chosen is over by \$1,955.00 annually and \$162.91 monthly, the committee is wanting to award Exquisite Lawncare the contract. When completing the budgets for 2023, mulch was placed separate from the monthly maintenance, all contracts include the mulch.
<b>Management Recommendation:</b>	Management recommends that Exquisite Lawncare is awarded the landscaping contract for Parkview Townhomes.
<b>Motion on Agenda:</b>	Motion to approve New Landscaping Contract for Parkview Townhomes in the amount of \$5,454.16 with Exquisite Landscaping - Service Area Operating Fund



Rose Vazquez &lt;rose.vazquez@grandmanors.com&gt;

**Selection for Landscaping**

2 messages

A handwritten signature in cursive that reads 'Parkman'.

**John Wiegand** <john.wiegand@oracle.com>

Thu, Dec 8, 2022 at 4:03 PM

To: Rose Vazquez &lt;rose.vazquez@grandmanors.com&gt;

Cc: Brian Granica &lt;bgranica@gmail.com&gt;, John Court &lt;jrcourt13@gmail.com&gt;, Martin Yecies &lt;yecies@yahoo.com&gt;

Hi Rose,

Brian, John, and I had a brief chat as we made our way back home and we have collectively decided to move ahead with Exquisite Lawn Care. We are hoping that Brian will take into account (as per our chat today), that we will not be negotiating on the upfront price of the contracted maintenance service, but he will provide a 'reduced' rate for additional / supplemental items that we'll probably need going forward with them, such as new plants/trees/sprinkler/etc. In addition, we know this is a 3-year contract, but we were wondering if there would be a annual review clause with Exquisite that allows us to terminate if we're not satisfied with their service – regardless of reason.

Brian/John – feel free to chime in if I missed anything.

Thanks,

John

**John Court** <jrcourt13@gmail.com>

Thu, Dec 8, 2022 at 4:17 PM

To: John Wiegand &lt;john.wiegand@oracle.com&gt;

Cc: Rose Vazquez &lt;rose.vazquez@grandmanors.com&gt;, Brian Granica &lt;bgranica@gmail.com&gt;, Martin Yecies &lt;yecies@yahoo.com&gt;

Hi Rose,

Probably obvious, but we are going with his lower price quote, and adjusted, as do not need both mulch and pine straw.

\$55,490 (\$64,450 -\$9,960)

Correct me if I am wrong John and Brian.

John

Sent from my iPad

On Dec 8, 2022, at 4:03 PM, John Wiegand &lt;john.wiegand@oracle.com&gt; wrote:

[Quoted text hidden]



*Celebration Residential Owners Association, Inc. (CROA)*



**Celebration Residential  
Owners Association**  
Landscaping Scope of work Service Areas  
**EXHIBIT A**

Issued by:

**CELEBRATION RESIDENTIAL OWNERS' ASSOCIATION, INC. (CROA)  
BOARD OF DIRECTORS**

851 Celebration Avenue  
Celebration, FL 34747  
CELEBRATION.FL.US  
407-566-1200

**Date Issued: November 3<sup>rd</sup>, 2022**





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*Celebration Residential Owners Association, Inc. (CROA)*

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CONFIDENTIAL

Scope of work consists of complete landscape, turf, irrigation, and specialty maintenance of residential service areas within



## Celebration Residential Owners Association, Inc. (CROA)

Celebration. The work consists of turf maintenance, weeding and edging of ground cover, preventing, and controlling weeds in turf, planters, and hardscape areas, trimming of shrubs, application of pesticides, hardscape areas, litter collection and disposal. A separate document will be attached with the replacement price of materials and labor. The CROA representative that is stated in the below document consists of GrandManors or Management company's Service Area Manager, Service Area Administrative Assistant, Community Manager, Operations Manager and or any other employee of GrandManors or Management company.

**Please sign to acknowledge that you have read item and understand each item in its entirety.**

- CROA reserves the right to award contracts for all work which requires a separate bid process based upon the nature of the work and its anticipated costs.

Please sign acknowledging. Signature: \_\_\_\_\_

- Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of all turf, plant material, beds, planters, hardscape, and irrigation systems. A report listing all items which do not meet the specifications of this Scope of work must submitted to the CROA Service Area Representative of GrandManors.

— Please sign acknowledging. Signature: \_\_\_\_\_

- Deficiencies noted within the report will be reviewed by the CROA Representative for verification and actions required. Upon approval by the CROA Representative, either the deficiencies will be corrected or documented to not become the responsibility of the Contractor to address without additional compensation.

Please sign acknowledging. Signature: \_\_\_\_\_

- After the thirty (30) day audit period has expired and for the duration of the contract, Contractor shall assume responsibility for all unreported maintenance deficiencies, including materials and labor.

Please sign acknowledging. Signature: \_\_\_\_\_

### WORK SCHEDULE

- The Contractor shall accomplish all normal work required under this contract between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday, excluding holidays The CROA Representative may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions shall be commenced before 8:00 a.m. and after 7:00 p.m. Work will be scheduled so that it will not disrupt the functions and normal day-to-day operations of the parks and the areas located within them. No work will be performed on weekends without prior written approval of the CROA Representative.

Please sign acknowledging. Signature: \_\_\_\_\_

- The Contractor shall provide the CROA Representative with a monthly calendar of work schedules 5 days prior to the 1st day of each month. Schedules must include the name of the Supervisor(s) who will oversee the work performed, and the telephone number(s) by which to contact him/her.

Please sign acknowledging. Signature: \_\_\_\_\_

- The work schedules must reflect adequate time for completion of all routine work activities on a daily, weekly,



## Celebration Residential Owners Association, Inc. (CROA)

and monthly basis, as well as seasonal work activities on an annual basis which comply with the specification requirements indicated throughout this document. **The schedule shall also indicate any special work assignments i.e., pesticide application, tree trimming, plant / turf replacement, mulching, etc.**

Please sign acknowledging. Signature: [Signature]

- Failure to submit schedules within the time frame specified shall result in a penalty of \$100 per occurrence, per schedule for each calendar day until schedules are received.

Please sign acknowledging. Signature: [Signature]

Contractor shall complete all work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor and approved by the CROA Representative. **All scheduled work NOT completed during the week scheduled shall be reported to the CROA Representative in writing by 4:00 PM Friday of the same week.**

Please sign acknowledging. Signature: [Signature]

### TERM OF CONTRACT

- The term of this Agreement shall be January 1, 2023, through December 31, 2026, with the option to renew for two (2) additional one (1) year periods. The prices proposed by the Contractor shall remain fixed and firm for the duration of the Agreement.

Please sign acknowledging. Signature: [Signature]

- Prior to each renewal period, Contractor will be evaluated based on their performance.

Please sign acknowledging. Signature: [Signature]

- 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 landscaping systems as outlined within this scope.

Please sign acknowledging. Signature: [Signature]

- The following specifications are set as the minimums to achieve the desired healthy and attractive landscaping within the community. **“Please find the landscaping guidelines attached”.**

Please sign acknowledging. Signature: [Signature]

## OPERATIONS AND COMMUNICATIONS



**SITE CLEANLINESS AND CONDITION**

- 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.
- Cleanup of trash and debris shall be performed on all workdays throughout the year.

Please sign acknowledging. Signature: [Signature]

**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.

Please sign acknowledging. Signature: [Signature]

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

Please sign acknowledging. Signature: [Signature]

**MEETINGS**

- **The Contractor shall meet with the CROA Representative on a weekly basis.** Such meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving such issues, review of schedule and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the CROA Representative or the Contractor. **The CROA Representative shall provide the location, date, and time of meeting.**

Please sign acknowledging. Signature: [Signature]

- Contractor shall provide a representative to attend the monthly meeting of the CROA Board of Directors meetings and shall be able to respond to any questions the Board may have as to the day-to-day activities at the project site pursuant to this scope of work.

Please sign acknowledging. Signature: [Signature]

**QUALITY CONTROL**



## Celebration Residential Owners Association, Inc. (CROA)

- The CROA Representative, or his designated representative, shall be the sole judge as to the adequacy and quality of maintenance. To ensure consistent quality of the work being performed, the **CROA Representative may inspect all areas covered by this contract while or after work is scheduled to be performed.** Any deficiencies shall be recorded and submitted to the Contractor for review and corrective action. Within the three (3) workdays, the CROA Representative shall re-inspect the deficient area and any deficiencies not corrected shall result in the value of the work deducted from the monthly payment to the Contractor. The bid prices quoted by the Contractor unit pricing and/ or Extra Work Pricing Sheets shall be used to determine the dollar value of any deficiencies.

Please sign acknowledging. Signature: \_\_\_\_\_

- Within three (3) workdays (72 hours) after being notified by the CROA Representative in writing of defective or unacceptable work, should the Contractor fail to correct such work, CROA may authorize the unacceptable or defective work to be corrected. If CROA corrects the work, CROA shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work including an administration fee per occurrence. If the corrective work cannot reasonably be completed within such three (3) day period, and the Contractor had begun corrective work, and CROA reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, CROA agrees to allow Contractor to complete correction of the defective or unacceptable work beyond the three days.
- As this scope of work is for residential properties, it is required that more attention to detail will be given to each service area.
- The Contractor will make weekly in-person visual reviews of the entire site with focus on current conditions and the Contractor's performance. The Contractor will make any needed repairs and immediately.

Please sign acknowledging. Signature \_\_\_\_\_

### REPORTS

- A weekly maintenance report shall be generated by the Contractor and submitted via email to the CROA representative outlining potential problem areas and the contractor's proposed corrective action, upcoming work approval requests, coordination, scheduling, etc. **These will be due each Friday by 9:00 AM, so the service area manager can send the report to the community by end of day each Friday.**
- The contractor shall address and respond to all Celeservice postings, as submitted by residents and staff during daily work hours, provide updates utilizing the Celeservice App.

Please sign acknowledging. Signature \_\_\_\_\_

### SUBCONTRACTING

- The Contractor may subcontract certain procedures or operations only with the written approval of CROA. Proof of proper licensing and insurance must be provided to CROA prior to final approval. The Contractor is held responsible for any work performed by any subcontractor engaged.


Please sign acknowledging. Signature \_\_\_\_\_

### WORKFORCE




## Celebration Residential Owners Association, Inc. (CROA)

- The Contractor employees shall be dressed in a uniform fashion with company identification. Vehicles as well should be clearly identified. A professional appearance should be maintained.

Please sign acknowledging. Signature: 

- Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors always.

Please sign acknowledging. Signature: 

- 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 CROA hereby acknowledges that the Contractor only employs individuals who are legally authorized to work in the United States the Contractor employ individuals who are not legally authorized to work in the United States, it is understood that CROA 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.

Please sign acknowledging. Signature: 


### KEYS/ACCESS CARDS

- CROA will issue such keys and access cards as necessary for access to the work area. Contractor must assume full responsibility for theft or loss of said keys and cards and must pay for re-keying ALL locks operated by these keys or the replacement cost for access cards. Keys must not be duplicated.

Please sign acknowledging. Signature: 

### LOST&FOUND

- The contractor must ensure that articles found by its employees and/ or sub-contractors are returned to the CROA Representative or Town Hall upon discovery.

Please sign acknowledging. Signature: 

### PARKING

- Contractors' 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.

Please sign acknowledging. Signature: 

### SUPERVISION



## Celebration Residential Owners Association (CROA)

- The Contractor shall provide supervision of all maintenance and or repair work being performed during the time of service” no exceptions”. Supervisors shall be able to communicate problems to the CROA Representative at any time and shall be always easily accessible to the Representative by cell phone. CROA shall be notified of any change in supervisory personnel.

Please sign acknowledging. Signature: \_\_\_\_\_

- A monthly walk through with the CROA Representative and contractor shall be performed to cover work being accomplished, special needs or concerns, and other related information. If needed, additional supervision or a change of supervisory personnel will be requested should contract performance fall below the acceptable standard.

Please sign acknowledging. Signature: \_\_\_\_\_

### ADDITIONAL WORK

- From time-to-time additional work may be requested of the Contractor by the CROA Representative. A cost estimate, schedule, and other determining information may be required before approval of work is granted. Each situation will be considered on a case-by-case basis. All additional work shall be completed according to approved schedule.

Please sign acknowledging. Signature: \_\_\_\_\_

### CHANGES

- It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications, or as amended by the CROA Representative. 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 CROA Representative. CROA does reserve the right to deny 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.

Please sign acknowledging. Signature: \_\_\_\_\_

### SATISFACTORY PERFORMANCE

- It is estimated that the frequency and guidelines set forth in this scope 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.
- 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 may be replaced at the CROA Representatives direction at no additional cost to the Contractor. Any reported damage should be reported to the CROA Representative in the weekly report.
- Any damage to walls, landscape, lighting, fencing, resident belongings, or hardscape features by the Contractor shall be repaired by the appropriate tradesmen initiated though the CROA Representative so all warranties remain effective. All billing for said repairs will be directed to the Contractor responsible for said area and cost of repairs.





# Celebration Residential Owners Association (CROA)

Please sign acknowledging. Signature: [Signature]

- The Contractor will be graded on a scale from 1-3 where 0 is "Unacceptable" and 3 is "Excellent". If the Contractor scores below a two on a weekly audit, they have three business days to fix the unacceptable item. If the contractor scores an overall two or lower three times during the contract, an action plan of correction will be required and could lead to cancelation of contract. "Please find the inspection form utilized attached".

Please sign acknowledging. Signature: [Signature]

## MAINTENANCE FOR VISIBILITY AND SAFETY

- All landscaping shall be maintained in a manner that allows clear passage of vehicles in all roadways and pedestrians along sidewalks and designated pathways, provides open visibility where necessary for safety, and does not obstruct lighting or signage.

Please sign acknowledging. Signature: [Signature]

- Clear visibility in both daytime and nighttime is of the utmost importance for parking areas, driveways, and at intersections of all types.

Please sign acknowledging. Signature: [Signature]

- Trees and shrubs shall not be allowed to grow into or over sidewalks, cart paths, public or private streets, driveways, alleyways, or parking areas in any way that conflicts with the safe passage of pedestrians and vehicles.

Please sign acknowledging. Signature: [Signature]

- A minimum of ten (10) feet vertical clearance shall be maintained. This shall be increased to fifteen (15) feet on all streets where necessary for the passage of taller vehicles, such as vans, buses, emergency vehicles or trucks-in areas which must be accessed by such vehicles.

Please sign acknowledging. Signature: [Signature]

- In general, hedges and shrub masses shall be maintained at a maximum height of three (3) feet in all areas where views must be maintained for safety of vehicular and pedestrian traffic Contractor must visually inspect the site (doing so on a routine basis) to determine whether safe visibility requires maintenance at a lower height, in any given situation.

Please sign acknowledging. Signature: [Signature]

- Individual plants or specimens which do not specifically impede safe visibility may conform to the other applicable standards of these specifications provided in the Celebration Landscaping Architectural guidelines. Trees near light poles shall be maintained as they grow to avoid impeding safe light levels, to the greatest extent possible.

Please sign acknowledging. Signature: [Signature]

- Pruning of all landscaping shall comply with the proper techniques based on the type of plant material. But in all cases, ensuring safe visibility shall be the prevailing objective. Prune and maintain all-natural vegetation back five (5) feet or more from edge of turf, sidewalks, fence lines and parking areas.



## Celebration Residential Owners Association (CROA)

Please sign acknowledging. Signature: \_\_\_\_\_



- Where natural wooded areas adjoin the finished turf areas and landscape beds, a buffer zone of at least three (2) feet shall be maintained with herbicide and or mechanical means.

Please sign acknowledging. Signature: \_\_\_\_\_



### TURF MAINTENANCE

- Appropriately sized equipment shall mean the use of 22" – 32" commercial push mower for areas within all fenced yards and for all turf areas which are less than (4') four feet in width. This requirement will be strictly enforced.

Please sign acknowledging. Signature: \_\_\_\_\_



### BAHIA, ST. AUGUSTINE & ZOYSIA TURF

- Mowing of all Bahia, St. Augustine and Zoysia turf areas shall be performed on a weekly basis during the normal growing season (March through October). During the months of November through February 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 always promote healthy and continued growth as well as proper appearance.
- Zoysia grass should be mowed with a walk- behind- mower with a bag to collect clippings which is better and actually quicker in the small spaces than a rider.

Please sign acknowledging. Signature: \_\_\_\_\_



### BERMUDA TURF

- Bermuda turf shall be cut two (2) times per week during the months of March through October and one (1) time per week November through February unless abnormal conditions arise. The turf shall be mowed at a frequency to always promote healthy and continued growth as well as proper appearance.

Please sign acknowledging. Signature: \_\_\_\_\_



- REEL mowers MUST be used to maintain Bermuda Turf. Any exceptions to this requirement must have prior approval if the CROA Representative.

Please sign acknowledging. Signature: \_\_\_\_\_




- Mowing patterns shall be varied to minimize wear areas from tires and slippage.
- Mowing height shall be based on season and what is horticulturally correct for turf type and location. Please see chart below.

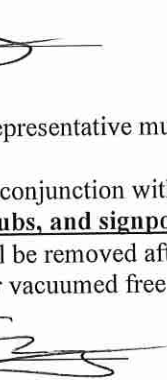


# Celebration Residential Owners Association (CROA)

Turf Type	Height (inches)	Frequency (per year)	Mower Type
Bahia grass	3.0 - 4.0	42	Rotary
Bermuda grass	0.5 - 1.5	88	Reel
St. Augustine grass	2.5 - 4.0	42	Rotary
Zoysia grass	1.5 - 2.5	42	Rotary


Please sign acknowledging. Signature: 

- If a change in height of cut is considered, the CROA Representative must approve such change, in writing, prior to any height adjustment.
- 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, and signposts due to the use of line trimmers is not acceptable**
- 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.


Please sign acknowledging. Signature: 

## 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, parking lot islands or residential yards by the mowers.


Please sign acknowledging. Signature: 

- In areas with parking lots associated with the landscape maintenance, leaves and debris are to be either raked or removed with a vacuum. **Leaves are not to be blown into landscape beds or down storm drains.** If the condition of turf declines due to failure to remove accumulated leaves in a timely manner, the Contractor is responsible for replacing **the turf**.
- Leaves are to be blown away from the structure of the homes and not blown towards the homes causing buildup in the hedges, landscaping beds or on porches.

Please sign acknowledging. Signature: 

## LEAVES -SEASONAL

- The months of **December through April** leaves, acorns and debris must be removed from all landscape beds, turf, and hardscape at all Service Areas on Friday and Tuesday basis each week. The curbs and streets adjacent to each location are included as part of this scope. Removal by vacuum is preferred however, raking, blowing and manual removal will be allowed. No Leaves are to be left in landscaping beds, turf, sidewalks, and roads.

Please sign acknowledging. Signature: 

## EDGING


- All necessary edging operations shall be performed routinely to trim the turf and maintain a well-groomed appearance for all



## Celebration Residential Owners Association (CROA)

sidewalks, curbs, plant beds, drainage structures, irrigation valve boxes, splice boxes, gate valve boxes, water meter boxes, and other such interfaces between turf and different surfaces.

- Bed lines shall be edged to conform to their original design intent, with adjustments being made periodically for the plant growth.
- Edging shall occur in conjunction with each mowing cycle. Grass runners shall not exceed one inch in length along sidewalks, curbs, pavements, planting beds, and other such edges.
- Upon completion of edging operations, the turf edge shall be neat, clean, and approximately 1/2 inch from the edge of any pavement, with a minimum depth of 2 inches.
- All paved areas and mulched beds shall be free of dirt, clippings, and debris after work is completed.

Please sign acknowledging. Signature: 


### DISEASE AND PEST CONTROL

- All turf varieties shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists. Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.
- Fertilizers and chemicals should be kept off walls of homes to avoid stains


Please sign acknowledging. Signature: 

### WEED CONTROL

- 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 (90%) weed free turf shall be expected.

Please sign acknowledging. Signature: 

- 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.
- If the use of chemicals is not working in landscaping beds, it will be required to hand pull weeds as needed.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: 


### FERTILIZATION – TURF

- A soil fertility and pH test shall be performed by the Contractor twice a year January and June from several representative areas in the turf and landscape beds at all locations to help determine the analysis of the product to use in the fertilizer application programs. Copies of these test results must be provided to CROA, with tested locations each time they are




## Celebration Residential Owners Association (CROA)

performed.

Please sign acknowledging. Signature: 

### ST. AUGUSTINE & ZOYSIA

- There should be a minimum of four (4) applications of a complete, acid-forming turf fertilizer applied to Zoysia and St. Augustine turf per year.
- February (After February 15th): (Zoysia and St. Augustine) A standard non-burning complete turf fertilizer containing a minimum of 30% to 40% of the Nitrogen in a controlled release form such as sulfur coated, or polymer coated sulfur coated urea. There should be a minimum of 4% Iron, 6% sulfur, and 2% each of Magnesium and Manganese. A lesser amount of Iron will be acceptable if it is in a chelated form. The fertilizer shall be applied at 1 pound of actual Nitrogen per 1000 Square feet of turf.
- May: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- August: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- October: (St. Augustine) Analysis should be determined by soil test results and recommendations.
- November: (Zoysia) Analysis should be determined by soil test results and recommendations.
- If these recommendations fail to keep the turf a consistent acceptable green color, a soil test should be performed, and the fertilizer blend adjusted accordingly. If the fertilizer does not keep the turf an acceptable green color between applications during the growing season, it may be necessary to provide an extra application of Nitrogen and/ or Iron to provide suitable color and may be requested by the owner. This will not be considered an extra to the contract.
- All turf fertilizers should be watered immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Contractor will also be responsible for sweeping or blowing fertilizer off all walkways, parking lots, roadways, and any affected paved area such as residents' porches. Special attention should be taken to ensure that fertilizer does not enter any stormwater retention or drainage feature.

Please sign acknowledging. Signature: 

### BAHIA TURF

- There should be two applications of complete commercial turf fertilizer to Bahia grass areas per year.
- March: A standard, non-burning complete turf fertilizer such as 16-0-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product)
- September: 9-2-24 with 6% iron, 8 to 10% Sulfur, and 2% each of Magnesium and Manganese at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product) This will help with winter cold tolerance.
- If yellowing occurs in between fertilizer applications, a liquid application of 12-0-0 with iron at the label rate, or another chelated iron source should be applied.
- All chemical applications shall be performed by trained, licensed operators in accordance with applicable local, state, and federal regulations, safety standards, and the manufacturer's instructions.
- All fertilizer shall be thoroughly watered in after application.

Please sign acknowledging. Signature: 

### BERMUDA TURF - HIGH" DEMAND MAINTENANCE SCHEDULE



## Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
1	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
2	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
2	0-0-50 Potassium Sulfate	150Lbs/ Acre
2	Pre-Emergent	Per label rate full coverage
3	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
3	Round-up clay areas and fence lines	
3	Weed control post-emergent	Per label rate full coverage
4	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
4	Round-up clay areas and fence lines	2% Solution
4	Deep Tine Aerify	
4	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
4	Verti-cut	3/4"deep with 2" spacing
4	Chelated Iron 12-0-0	
5	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
5	Round-up clay areas and fence lines	2% Solution



## Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
6	0-0-50 Potassium Sulfate	150lbs/Acre
6	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
6	Aerate 3/4" coring tines 3"-4" deep	
6	Weed control post-emergent	Per label rate full coverage
6	Round-up clay areas and fence lines	2% Solution
6	Heritage Application	Per label rate full coverage
7	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
7	Round-up clay areas and fence lines	2% Solution
8	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
8	Round-up clay areas and fence lines	
8	Pre-M	Per label rate full coverage
8	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
9	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
9	0-0-50 Potassium Sulfate	150Lbs/ Acre
9	Round-up clay areas and fence lines	2% Solution
9	Aerate 3/4" coring tines 3"-4" deep	
9	Weed control post-emergent	Per label rate full coverage
10	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
10	Round-up clay areas and fence lines	2% Solution
11	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	Round-up clay areas and fence lines	2% Solution
12	Deep Tine Aerify	

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### GROUND COVER AND SHRUB MAINTENANCE

#### SHRUBS

(Indian Hawthorn, Holly, Viburnum, Boxwood, and similar woody ornamentals)

- These shrubs shall be pruned only as necessary to maintain their natural habit and growth at specified heights, to remove excessive growth, and to maintain a natural, informal appearance. Individual plants shall be allowed to grow together into one mass, never shaped as individual plants.
- As the shrubs mature, individual plants should not be apparent; plants shall be allowed to grow together in a “soft”, informal, and un-sheared mass.
- At no time shall any shrubs be allowed to impede safe visibility for pedestrians and vehicles.
- Maintain most shrubs in pedestrian and parking areas for safety and visibility, usually about 36" +/-, but always as dictated by the circumstances in any specific location. Where larger shrubs are used for screening of specific features, their ultimate heights shall be dictated by the purpose for which they have been used in the plan, and they shall be allowed to reach the effective height and density necessary to serve that purpose. In no instance, however, shall any shrub be allowed to obstruct visibility for traffic and pedestrian safety.
- Use hand clippers to remove odd, long, or undesirable branches, keeping the shape natural and uniform. Do not prune masses into geometric forms by hard shearing.
- Per Celebration ARC guidelines, Hedges must be trimmed below the windowsills and below decorative trim along the top of the walls; Exceptions might include garage windows which are too close to the ground.
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12”.

Please sign acknowledging. Signature: \_\_\_\_\_

#### HERBACEOUS "GRASSY" SPECIES

(Society Garlic, Lily-of-the-Nile, Liriope, and similar species)

- These groundcovers shall be allowed to grow to their natural height and width; pruning is not necessary. Cultivate to achieve dense mass; maintain separation between groundcover and adjacent plant materials.
- Spent flower heads shall be removed regularly, as required for best appearance.
- If more than 50% of a plant is frost damaged, cut back to remove all dead or damaged foliage after last frost.
- Contee palms, Agapanthus, Liriope, Iris, and other plants that are chosen for the display of their leaves should be thinned to remove excessive growth that encroaches over onto walkways or out of their place in the landscape design and never edged or sheared
- Contractors must not trim buds before they have had a chance to bloom.

Please sign acknowledging. Signature: \_\_\_\_\_

#### WOODYGROUNDCOVERS

(Parson's Juniper, Blue Pacific Juniper, Lantana, and similar species)

- These groundcovers shall be allowed to grow together to form full, natural, informal masses, maintaining separation between adjacent plant materials.
- Prune to maintain height at 18" to 24" or as otherwise appropriate for the species, and to prevent masses from overgrowing curbs, sidewalks, and bed edges. Do not allow masses to become overgrown, requiring extensive pruning.
- Depending on degree of possible cold damage, cut back as required after last frost to achieve intended growth.





## Celebration Residential Owners Association (CROA)


- Do not prune masses into geometric forms by hard shearing.
- Where plants are adjacent to curbs, sidewalks and bed edges, prune edge of mass back in a natural, informal shape; do not shear vertically.
- Contractors must not trim buds before they have had a chance to bloom.

Please sign acknowledging. Signature: 

### GROUNDCOVERS

(Dwarf Confederate Jasmine, English Ivy, and similar species)


- Cultivate vining groundcovers to achieve dense, entwined masses; maintain separation between groundcover and adjacent plant materials, by edging and/ or pruning.
- Some species, such as Dwarf Confederate Jasmine, once grown in to full and dense coverage (which may take 2 or 3 years for some species), may be trimmed at a height of 6" periodically to maintain a dense and consistent level of coverage.
- Do not shear masses vertically where adjacent to curbs, bed edges, drainage structures, valve boxes, meter boxes, and other such interfaces. Prune exposed edge of mass back at a maximum 45-degree angle from horizontal, in a natural, informal shape.

Please sign acknowledging. Signature: 

### ACCENT PLANTS

(African Iris, and similar species used as accents)

- Accent plants should only be trimmed as necessary to remove excessive growth, and shoots, while maintaining a natural, informal appearance. As the plant matures, the plants shall be maintained at the intended height of the accent feature, not allowed to become overgrown or invasive.
- Use hand clippers to remove odd, long, or undesirable shoots, and to remove outer pups or shoots from overgrown clumps, keeping the shape natural, loose, and uniform. Do not shear.
- Accent plants that are damaged by the frost shall have all the damaged foliage removed and in such cases the damage affects the entire plant, it shall be cut back to the ground after the last frost.

Please sign acknowledging. Signature: 

### ORNAMENTAL GRASSES

(Cordgrass, Muhly Grass, Fountain Grass, and similar species)

- Ornamental grasses shall be maintained at their natural height and width.
- To achieve best form and appearance, loose, brown, and dead foliage shall be removed the months of February through March prior to new spring growth. Sever pruning to the ground is not an acceptable practice and as a result will require replacement at the Contractors expense upon discovery.

Please sign acknowledging. Signature: 

### PRUNING OF GROUND COVER AND SHRUBS

- Plant materials and tree limbs must be kept trimmed away from multi-modal transportation paths and sidewalks and at no time should be allowed to encroach on these areas.
- Special attention to areas around landscape lighting fixtures shall be given not only to promote lighting effect, but the protection



## Celebration Residential Owners Association (CROA)

of fixtures themselves from damage.

- Shrubs located under windows should be trimmed to the bottom of the window ledge leaving the window trim detail visible.
- All shrubs around the AC units/ equipment should be trimmed to screen the unit without impeding the use. Shrubs along privacy fences should be maintained to the bottom of the top rail leaving the top rail visible. Shrubs along a picket fence should be maintained to the top rail of the fence leaving the top picket details visible.
- Contractors must not trim buds before they have had a chance to bloom.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12”.
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- A Hard pruning of Ligustrums and Burberry trees will be necessary to be kept below 10’ and also a hard pruning of camellia bushes.

Please sign acknowledging. Signature: \_\_\_\_\_

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- When five (5%) of any individual plant material shows signs of disease, curative action must be taken. Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Non-targeted plant material damaged because of improper chemical applications must be replaced upon discovery at the Contractors expense.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

### FERTILIZATION OF GROUNDCOVER AND SHRUBS

- Shrubs and groundcovers shall be fertilized four (4) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. This shall be applied in March, May, July, and October at ½ cup per small shrub, 1 cup per large shrub, or 15 to 30 pounds per 1000 square feet of plant bed, depending on the spacing, type of plants, and product used. Fertilizer shall be broadcast evenly over the entire root zone, and care shall be taken to avoid accumulation of fertilizer granules on leaves, crowns, etc.
- The fertilizers should be watered in immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Special attention should be taken to prevent any fertilizer from being blown, swept, or otherwise ending up in any parking lot or roadway storm drain. Any fertilizer that ends up upon any non- target area or hard surface shall be removed and applied to a target area.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### TREE MAINTENANCE

#### CRAPE MYRTLES

- Crape Myrtles shall be maintained with an open, natural crown. The natural branching structure shall be maintained, light pruning only to promote healthy, natural development form, size, and width.
- As trees mature, a clear trunk height of 8.5' minimum shall be maintained.
- Canopies shall in no case be allowed to deter safety and visibility in traffic situations.
- Light pruning should be performed to remove seed pods as they form to promote re-flowering. Contractor should remove most remaining seed pods in Fall/Winter, where overall height allows this to be done safely. No branches larger than 1/2" in diameter, or more than 24" of the current year's growth shall be removed.
- Topping, heading cuts or trimming back to knobs is not permitted. Proper reduction cuts may be made in some instances with the approval from the CROA Representative.
- All Branches shall be pruned that impede pedestrian walkways and all alleyways.
- Pruning shall be completed twice a year, once in the Fall/ Winter and once late spring.

Please sign acknowledging. Signature: \_\_\_\_\_

#### PALMS

- Palms shall be pruned once the fronds have dropped to an 8:00 o'clock to 4:00 o'clock angle. The Contractor shall remove the fronds to a maximum 10:00 o'clock to 2:00 o'clock angle and all seed and emerging seed pods will be removed. Pruning of palms shall occur minimum of (3) times per year between the months of March through October.
- All Phoenix species will be pruned to a maximum 9:00 o'clock to 3:00 o'clock angle.
- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

Please sign acknowledging. Signature: \_\_\_\_\_

#### LIGUSTRUM TREES

- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

Please sign acknowledging. Signature: \_\_\_\_\_

#### NELLIE STEVENS HOLLY AND RELATED SPECIES

- These trees shall be maintained to have thick and dense foliage. They should only be pruned to promote health, and natural development form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### LIVE OAK AND RELATED SPECIES

- Live Oaks and related species are to be maintained to have thick dense foliage. They should only be pruned to promote healthy and natural development form. Pruning shall be kept at a minimum.
- As trees mature, only remove necessary lower branches to maintain the natural normal form of the tree, and to allow for necessary maintenance.
- The tree shall have 2/3 canopy and 1/3 clear trunk.
- All limbs that are pruned back to the main trunk or central leader shall be cut at the collar, but not damaging the collar.

Please sign acknowledging. Signature: \_\_\_\_\_

### MAGNOLIAS

- Magnolias shall be maintained to have thick and dense foliage. They should only be pruned to promote health and natural form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.
- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood. To encourage full and dense foliage, **prune lightly in the fall** or early spring (**before the spring flush**), by removing 6" to 10" of foliage in appropriate areas and trimming leggy branches, to promote natural shape and form. **The central leader shall not be removed.**
- Branches shall be maintained away from structures and maintained to not extend into alleyways, sidewalks and pedestrian areas.

Please sign acknowledging. Signature: \_\_\_\_\_

### ALL TREE SPECIES

- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood, or to provide visibility. Contractor shall be responsible for pruning up to the first fifteen (15) feet of trees as needed to maintain a natural and healthy appearance. All Trees should maintain a (5) feet clearance from any structure or townhome/residence.
- All broken limbs or debris resulting from winds, storms; or other causes shall be removed promptly, or immediately if impeding safety.
- Pruning cuts shall be clean and smooth with no rough or torn bark or wood remaining.
- 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 and will require replacement at the Contractors expense upon discovery.
- Pruning of all trees needs to be maintained year-round to specifications.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Areas treated shall have

Please sign acknowledging. Signature: \_\_\_\_\_

### FERTILIZATION OF TREES

- Proper fertilization for the varied trees shall be performed three (3) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. Fertilizer shall be broadcast evenly over the entire root zone out to the drip line. Applications shall be at the labeled rate on the bag, and applied in March, June, and September.
- Palms shall be fertilized three (3) to four (4) times per year with a fertilizer with an analysis of 8-2-12 plus 4% Magnesium (Mg.) and 2% Manganese (MN) and 0.10% to 0.15% Iron (Fe), Zinc (Zn), Boron (B), and Copper (Cu). One hundred percent (100%) of the Nitrogen (N), Potassium (K), and Magnesium (Mg.) should be in controlled release form, while all the micronutrients except Iron (Fe) should be in Sulfate form. Two percent (2%) Iron (Fe) from Iron Sulfate can substitute for 0.15% Iron (Fe) from chelated forms. (EDTA, DTPA, etc.). This product is to be applied at the rate of 1.5 pounds per 100 square feet of palm canopy or bed area, or 15 pounds per 1000 square feet.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

### FLOWER BED MAINTENANCE

- Annual flower beds shall be maintained in a fashion to allow for a full, colorful appearance always throughout the year. Beds shall be kept free of spent flowers, weeds, and debris.
- Shrubs and turf surrounding annual beds must be trimmed to keep them from encroaching on the annual flowers and reducing the bed size. The original size of the beds and the annual flower count as described must remain the same.
- 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 appearance.


Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### WEED CONTROL

Beds are to be kept free of weeds, landscape debris and trash. Hand weeding shall be done as necessary. The use of pre-emergent and selective herbicides is required for all Annual Flower beds.

Please sign acknowledging. Signature: 

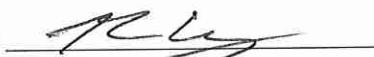
### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: 

### PESTICIDE USE SPECIFICATIONS

- Contractor shall have extensive knowledge and experience developing and implementing Integrated Pest Management Programs (IP: tvf) and shall develop, implement, and adjust an IPM program for all sites included in this contract.
- All pesticide applications are to be made by or under the supervision of a person or persons with appropriate valid licenses, permits or certificates issued pursuant to all applicable Federal, State, or local laws or regulations. Said person or company is to be currently registered to conduct a pest control business in the State of Florida and the County of Osceola.
- Pesticide applications are to be made in strict compliance with the product label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency.
- Within thirty days of the award of contract, and/ or prior to the actual start of work, Contractor shall supply to the CROA Representative a list of all chemicals proposed to be used in the fulfillment of said contract. No "generic" chemicals shall be allowed for substitution purposes, unless approved by the CROA Representative.
- The most current specimen labels and Safety Data Sheets for all listed chemicals shall be supplied at this time and Copies of both the P.C.A. recommendations and applicable Pest Control Advisor and Qualified Applicator Licenses or Qualified Applicator Certificates, shall be submitted. All above-mentioned items shall be resubmitted in January of each year the Contract is in effect.
- CROA shall be notified in writing of any changes or deviations from the above list. Application of deviated materials shall not be made prior to approval by the CROA Representative.
- A five-working day notice in writing shall be given to CROA prior to any pesticide application so the notice can be communicated to the residents in advance. Notice shall include name of chemical, area to be treated, rate of chemical, method of application, date and time of day application is to be performed. CROA must give written consent prior to application of any Category I, or restricted use, pesticide.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets

Please sign acknowledging. Signature: 



## Celebration Residential Owners Association (CROA)

### REFUSE CONTROL

- Areas within the project limits shall be kept free of litter and refuse (trash, cans, paper, bottles, cigarette butts, etc. and accumulations of leaves, dirt, and branches) always.
- Policing and litter pickup shall occur as often as necessary to ensure a clean, litter-free appearance.

Please sign acknowledging. Signature: \_\_\_\_\_

### REPLACEMENT OF PLANTS TO MAINTAIN DESIGN INTENT

- No changes or additions of plant materials, and no changes or additions to the design or layout of the landscaping shall be made without review and approval of CROA.
- Any tree, palm, shrub, or groundcover plantings which die, or which are damaged or decline to the extent of affecting the overall appearance of the project, shall be replaced promptly with the same species in a size which reasonably matches the plant it is replacing, to preserve the design intent and appearance of the landscaping.
- Any tree or plant which is abusively pruned in noncompliance with these specifications shall be replaced by the same species in a size which reasonably matches the plant it's replacing.
- **The Contractor shall be responsible for the full cost of such replacements where required due to incorrect maintenance (abusive pruning, fertilizer burn, etc.) or to inadequate maintenance (disease, pests, fungus, irrigation negligence, etc.). The Service Area/CROA shall be responsible for the full cost of such replacements only due to damaging acts by others, acts of God, and/ or other circumstances not attributable to actions or inactions of the Contractor.**
- If the plan included annuals or perennials, replacements shall be made on a seasonal basis, or whenever required, to maintain an acceptable year-round effect. Conversion of bedding plant areas to other landscape plants shall be subject to review and approval by CROA.

Please sign acknowledging. Signature: \_\_\_\_\_

### PLANT GUARANTEE AND/OR REPLACEMENT POLICY

- Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.
- All replacement plants shall be inspected and approved by CROA prior to installation. All landscape improvements or repairs shall conform to the Celebration Residential Owners Association, Inc. Landscape Specifications and Details.
- The Contractor must assume the maintenance responsibility and warrant future landscape improvements, new installation and refurbishment of existing landscape as specified within this scope.
- The Contractor and the CROA Representative will conduct an inspection of said landscape prior to final acceptance by CROA.
- Contractor shall submit an inspection report to the CROA Representative within 3 days following the inspection which must list all concerns and recommendation to correct. If said inspection report is not submitted as required, Contractor must accept and assume the plant replacement warranty for the remainder of the contract term without consideration of compensation.
- Any issues discovered during the inspection process will be corrected based on plant health.


Please sign acknowledging. Signature: \_\_\_\_\_



# Celebration Residential Owners Association (CROA)


## MULCHING

- All plant beds and tree rings shall be maintained with an adequate and neat layer of Cocoa Brown Hardwood Mulch or Pine Straw if approved by ARC and shall not exceed 3" in depth. **Mulching shall occur twice per year during the months of April and September/ First week of October depending on the request of the individual service area.**
- **(ALL Service Area Mulch must be installed by April 15th and October 1<sup>st</sup>).**
- Contractor will replenish mulch where disturbed due to mowing operations such as edge of landscape beds and tree rings. This shall have performed at no additional cost to CROA.
- Care should be taken during mulching to not cover landscape lighting, valves, junction boxes or other structures and components.
- Care shall be taken to avoid piling mulch around the plant crowns or trunks.

Please sign acknowledging. Signature: 


## IRRIGATION SYSTEMS

- The Irrigation Contractor / Technician(s) shall be Rain Bird Maxicom Certified and must submit proof of a minimum of 3 years' experience with Irrigation installation and maintenance including ESP-LXD Series Two-Wire Decoder Controllers, flow meter, rain gauge, soil moisture sensors and a good understanding of Evapotranspiration and the ability to utilize such knowledge for the benefit of a healthy landscape.
- Irrigation systems and components shall be monitored to ensure that proper coverage is always achieved. Contractor shall provide one dedicated and certified Irrigation Technician for every 300 zones.

Please sign acknowledging. Signature:  N/A

## IRRIGATION REPAIRS

- The Contractor shall be responsible for repair of all site irrigation beginning with the customer service valve; downstream from the water meter, all pressure main lines, or any equipment in line (flow meters, master valves, etc.), through lateral lines and sprinkler heads; including all irrigation controllers, weather stations, rain gauges, control, and communication wiring, wireless and air cards. Contractor shall notify CROA Representative of any main line failure within two (2) hours of occurrence.
- **The CROA Representative shall approve all repairs in advance. The Contractor shall notify the CROA Representative once repairs are completed and prior to back filling any repairs to allow for inspection. Once inspected, the CROA Representative will notify the Contractor to backfill the repair. If the open repair presents a hazard to the public the repair shall be back filled as authorized by the CROA Representative. Photographs of the repairs shall be submitted.**
- **Damage to irrigation systems caused by the Contractor shall be the responsibility of the Contractor to repair within 48 hours of occurrence, self-discovery, or notification by CROA.**
- All replacement parts and materials are to be same type and model as original installation unless a substitute is approved by CROA representative. Failure to do so shall result in a deduction from monthly payments. In addition, a performance deficiency notice shall be issued to the Contractor.

Please sign acknowledging. Signature: 






## Celebration Residential Owners Association (CROA)

### IRRIGATION SCHEDULING AND WATER MANAGEMENT

- Contractor shall be responsible for the programming and monitoring of irrigation controllers that are part of the Rain Bird centralized systems and any future cloud-based smart irrigation control systems. The Contractor shall be responsible for programming all standalone irrigation controllers.
- For changes to irrigations schedules controlled by the Central Irrigation Computers (Ivfaxicom) and any future cloud-based smart irrigation control systems the Contractor shall submit proposed irrigation schedules or a request to change a. schedule to the CROA Representative and the Celebration Community Development District Representative, two (2) days in advance of the needed change. The CROA Representative, using information provided by the Contractor, shall ensure the schedules are updated by the CCDD by the date requested.
- The Contractor shall perform inspections and repairs of all irrigation systems within contracted sites on the following schedule:

Please sign acknowledging. Signature: 

### Service Areas Inspection/Reports

- Irrigation inspection reports are to be completed One (1) time per month October - February & two (2) times month March – September. Detailed inspection report must be emailed to the CROA representative on the date that the inspection is completed.
- All inspections shall be included in the calendar work schedule submitted monthly.
- The Contractor shall be responsible for programming each non-centralized irrigation controller to run only on assigned watering days as required by the Enterprise Community Development District (ECDD). Failure to do so shall result in a penalty of \$100 per occurrence per irrigation controller for those observed to not be programed as required.
- CROA shall have final determination as to the appropriate programming of the Irrigation Controllers. Upon discovery, the Contractor shall immediately report any irrigation system malfunctions, vandalism or damage to the CROA representative. The Contractor shall be responsible for necessary repairs to irrigation controllers.
- The CROA Representative shall inspect and confirm any proposed repairs to irrigation controllers prior to commencement.
- The Contractor shall furnish CROA with copies of all invoicing and associated inspection report, with location, pricing and quantities listed, for all irrigation system repairs. Invoice and inspection reports must indicate the exact location of the repairs, the controller and valve number to be considered for payment.

### IRRIGATION SPECIAL PROVISIONS - WATER MANAGEMENT

- Contractor shall keep all controllers in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance.
- Contractor shall keep all controller enclosures in good working order. This includes cleaning door panels, vacuuming interiors, pest prevention-eradication, lubrication of hinges, locks, etc. Contractor is responsible for always securing the controller cabinet door.
- Contractor shall adjust all aspect of the irrigation systems to:
  - Provide optimum coverage of all landscaped areas.
  - Prevent or minimize runoff and/ or erosion.
  - Prevent or minimize water on roadways.
  - Match precipitation rates of all nozzles/heads.
  - Prevent, eliminate and/ or limit hazardous conditions.
  - Prevent "flood irrigation"; over irrigating one area to account for coverage deficiency in another area.



## Celebration Residential Owners Association (CROA)

- All system malfunctions, damage, and obstructions shall be recorded, and timely corrective action taken in addition to specified routine irrigation system testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported; daily, if needed.
- Contractor shall correct deficient irrigation systems and equipment as necessary following notification from the CROA Representative.
- Contractor shall notify the CROA Representative immediately any time an irrigation system is shut down for any reason.
- The Contractor shall have full responsibility to ensure watering requirements are met within each CROA site. Contractor's forces shall be capable of performing repairs, installations, and modifications of existing irrigation systems to adequately irrigate all landscaped areas.
- The Contractor must ensure that sprinkler heads are in good operational order, filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, nozzle and filter replacements shall be considered as included in the contract price and no additional compensation shall be allowed.
- All electrically operated valves shall close completely at the conclusion of the station-watering program. As needed, valves shall be cleaned, repaired and/ or replaced promptly to restore proper operation. As part of the base bid, valve boxes shall be kept clean of sand, debris, and silt to a depth of 2" below the bottom of the valve.

Please sign acknowledging. Signature: \_\_\_\_\_

### MATERIALS

- All replacement materials shall be original types and model materials unless a substitute is approved by the CROA Representative. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems. Contractor shall implement repairs in accordance with all warranties.
- Cost of materials invoiced to CROA, if not listed on the unit price sheet, shall be the Contractor's actual cost plus a maximum 15% markup. Labor shall be considered as included in total contract price and no additional compensation shall be allowed. All parts and material invoices must include a copy of the irrigation inspection report specific to each project category location.
- The cost of all replacement materials will be broken down and given in the contract that is submitted in the price of the proposal and shall remain the price given during the contract period.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### DISASTER/ EMERGENCY PLAN

- When a Hurricane Warning has been issued for the Central Florida area, the Contractor must turn off all irrigation systems immediately as directed by the CROA Representative. This is to include weekends and holidays. Once the Hurricane threat has passed, the Contractor shall ensure all irrigation systems are fully operational within 48 hours as directed by the CROA Representative.
- In the event of a declared emergency or disaster, Contractor shall provide debris removal services. Prior to mobilization for debris removal activities, Contractor shall provide CROA, in writing, hourly rates for personnel and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. (Contracted hourly rates will be included during the RFP process and effective during the contract period).
- Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- Disaster Recovery Assistance Services shall not exceed seventy (70) hours for each declared emergency/ disaster.
- Contractor shall maintain and supply CROA all the necessary and adequate documentation on all emergency/ disaster-related services to support reimbursement by other local, state, or federal agencies. (Including before and after pictures).
- CROA reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. CROA will not be held responsible for any loss incurred by Contractor because of CROA's election to terminate these activities pursuant to this paragraph.
- Once declared by the county that it is no longer under a hurricane, tropical storm and tornado warning, contractor must communicate with the CROA representative of when work will commence. Any fallen trees/debris that are causing a safety hazard or obstruction must be removed immediately.

Please sign acknowledging. Signature: \_\_\_\_\_


### INSURANCE; INDEMNIFICATION

- Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:
- Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and
- Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.
- All such insurance required shall be in companies and on forms acceptable to CROA and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to CROA. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to CROA. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.




## Celebration Residential Owners Association (CROA)

- Contractor shall defend (if requested by CROA), indemnify and hold CROA and its officers, directors, agents, employees and assigns harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement; or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

Please sign acknowledging. Signature: 


### **COURTYARDS**

- Some Townhomes in the Service Areas have maintenance that includes all the gated courtyards “unless the homeowner has requested, or the gated area is locked”. Many homeowners have installed pavers in most of the yard but any landscape in the ground must be maintained per this scope
- It is of importance that the landscaping crews close all gates once they have completed all service in the courtyards, ensure that the gate has securely latched.


Please sign acknowledging. Signature: 

### **HOMEOWNER REQUESTS/INSTRUCTIONS**

- Owners may ask for special care at their properties. We generally ask that any requests go through the Service Area Committee or the CROA office so there is maintenance consistency. CROA staff will confirm any requests or concerns for alternate maintenance of a unit.

Please sign acknowledging. Signature: 

I BRYAN CAUSK Have read the scope of work in its entirety and acknowledge and understand the guidelines and specifications that are required.

Signature 

Date 11/15/2022

EXQUISITE  
LAWN CARE  
407-719-5944

52 Riley #402  
Celebration, FL 34747  
(407) 719-5944

[brian@exquisitelawncafe.com](mailto:brian@exquisitelawncafe.com)

CROA 11/15/2022

To whom it may concern,

We are pleased to have the opportunity to bid on multiple areas for CROA. We appreciate the opportunity to provide you with information about our company, staff and experience.

We are a family-owned company, and since purchasing Exquisite Lawn Care in 2010 have continually grown the company. I have previously worked for Isleworth, Seaworld, and Universal Studios as a Horticulturist and Lead Horticulturist. I have also held the position of Account Manager with a larger commercial maintenance company. I hold a Trade Certificate with Valencia Community College in Horticulture, am a Certified Florida Friendly Landscape Professional, and also currently certified as a Horticulture Professional with the FNGLA. Most of my experience is with managing larger commercial lawn maintenance accounts and commercial landscaping projects much like the service areas.

We have extensive knowledge in Celebration covenants and requirements. We currently have a healthy mix of commercial and residential properties inside Celebration, the majority with long-standing contracts or agreements as we do not hold contracts with our single-family residence accounts, many we have had since 2010. Our staff and teams are dedicated and knowledgeable and take great pride in their work. We are consistently complimented on their friendly demeanor and polite mannerisms.

Irrigation will be handled by our company. Our irrigation team will be ready to handle any problems that arise quickly and efficiently. Pest control including fertilization will be handled by either TruGreen or Pest Patrol and overseen by their general manager and myself. Both TruGreen and Pest Patrol have been operating in Celebration for many years. Arboriculture will be handled by our team or with PTC Tree Work for larger scale pruning. We introduced PTC to Celebration back in 2010 and their reputation and workload has only grown since then. Recently, both TruGreen and PTC have been helping us turn around the many neighborhood parks in Celebration, and we look forward to continuing to improve these areas over the next 3 – 5 years.

Please feel free to contact me with any questions, comments, or concerns.

Sincerely,



Brian Causey



# Celebration Residential Owners Association (CROA)

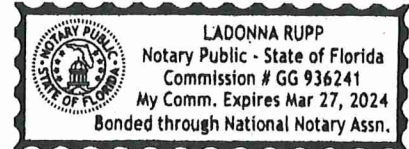
## CONTRACTOR'S AFFIDAVIT

State of Florida  
County of Osceola

Before me personally appeared Brian Causey who (title) is GM of (the company described herein) being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by CROA deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known or Produced Identification Florida Driver License

Sworn to and subscribed before me this 16 day of November, 2022



[Signature]  
NOTARY PUBLIC - STATE of FLORIDA  
(Signature of Notary Public)

Ladonna Rupp  
(Print Name of Notary Public)

*This document must be completed and returned with your Submittal*

## BID RESPONSE FORM

Company Name: JRSR LLC DBA Exquisite Lawn Care Contact: Brian Causey  
 Email: brian@exquisitelawncare.com Phone: 407 719 5944

I Brian Causey, on behalf of Exquisite Lawn Care, submit the following bids as indicated below:

Please provide a bid price for the following items:

- Total price per calendar year of contracted services
- Pricing Worksheet (example attached)

**NOTE(S):**

When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in CROA's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.


All price information to be used in the RFP evaluation must be on this proposal form.

CROA reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

*"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully regarding all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with CROA in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor, and service necessary to complete the work covered by the RFP and Contract Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.*

*Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP."*

Executed by:

Brian Causey	General Manager		11/15/2022
Agent Name	Title	Signature	Date

***This document must be completed and returned with your Submittal***

## PARKVIEW TOWNHOMES

Vendor	Annual cost Bid
Benchmark Landscaping	\$54,000.00
Greenleaf Landscaping	\$52,980.00
Prince & Sons Inc.	\$38,410.00
Ground Guys Landscaping	\$0.00
TRIMAC Outdoor	\$56,410.00
Action Environmental Services Florida	\$45,862.00
Exquisite Lawncare	\$65,450.00
Exquisite Lawncare Option #2	\$105,002.00
Exclusive Landscape Group	\$30,730.00
Total Sqft	

Current Contract

**\$49,898**



# Action Item – Consent Agenda A13

## Spring Lake Townhomes Landscaping Contract

## Action Item – Consent Agenda A13

<b>Motion Subject:</b>	New Landscaping contract for Spring Lake Townhomes
<b>Funding Source:</b>	Spring Lake Townhomes -Service Area Operations Budget
<b>Budgeted Amount:</b>	2023- \$101,563.00 Annually/Monthly \$8,463.58
<b>Bids Received:</b>	Benchmark Landscaping \$84,280.00 Prince and Sons \$ 102,072.00 Trimac Outdoor \$98,396.00 Action Environmental Services \$45,862.00 Exquisite Lawncare \$ 78,808.00 Annually/Monthly \$6,567.33 Exclusive Landscaping \$59,955.00 Greenleaf Landscaping \$81,500.00
<b>Rationale:</b>	The Spring Lake Townhomes committee has chosen Exquisite Lawncare as their landscaping provider starting 01/01/2023 to 12/31/2026. When completing the budgets for 2023, mulch was placed separate from the monthly maintenance, all contracts include the mulch.
<b>Management Recommendation:</b>	Management recommends that Exquisite Lawncare is awarded the landscaping contract for Spring Lake Townhomes.
<b>Motion on Agenda:</b>	Motion to approve New Landscaping Contract for Spring Lake Townhomes with Exquisite Landscaping in the amount of \$6,567.33- Service Area Operating Fund

Thank you all for attending your meetings.  
 I am glad you are happy with your selection.  
 Please confirm in writing that you have decided for Exquisite Lawn Care.  
 We will have them stop by to sign the service agreement on Tuesday.

Great job! I appreciate you all.

Kind Regards,

**Rose Vazquez**

*Onsite Service Area Manager*

851 Celebration Avenue • Celebration, FL 34747

www.GrandManors.com • www.celebration.fl.us

p: (407) 566-1200 x232 • f: (407) 566-1210



[Quoted text hidden]

**Bill Silberman** <bsilberman@icloud.com>

Thu, Dec 8, 2022 at 5:43 PM

To: Rose Vazquez <rose.vazquez@grandmanors.com>

Cc: Mark Davies <mark@nodavies.com>, thomasbogucki <thomasbogucki@aol.com>, Jennifer Reese <jreese1500@gmail.com>, Craig Grace <craig.grace58@gmail.com>

Hi Rose - As you know, Craig, Jennifer, and I huddled after the meeting and agreed on Exquisite Lawn Care as our landscaper of choice for 2023.

**Mark, would you kindly send Rose a note indicating your agreement with that choice?**

It feels like we have a good choice to do the landscape work, well within our planned budget.

Good meetings and a good process - thanks neighbors and friends!

Mr. Bill

[Quoted text hidden]

**Rose Vazquez** <rose.vazquez@grandmanors.com>

Thu, Dec 8, 2022 at 5:47 PM

To: Bill Silberman <bsilberman@icloud.com>

Cc: Mark Davies <mark@nodavies.com>, thomasbogucki <thomasbogucki@aol.com>, Jennifer Reese <jreese1500@gmail.com>, Craig Grace <craig.grace58@gmail.com>

Thank you.

Kindly,

**Rose Vazquez**

*Onsite Service Area Manager*

851 Celebration Avenue • Celebration, FL 34747

www.GrandManors.com • www.celebration.fl.us

p: (407) 566-1200 x232 • f: (407) 566-1210



[Quoted text hidden]



*Celebration Residential Owners Association, Inc. (CROA)*



**Celebration Residential  
Owners Association**  
Landscaping Scope of work Service Areas  
**EXHIBIT A**

Issued by:

**CELEBRATION RESIDENTIAL OWNERS' ASSOCIATION, INC. (CROA)  
BOARD OF DIRECTORS**

851 Celebration Avenue  
Celebration, FL 34747  
CELEBRATION.FL.US  
407-566-1200

**Date Issued: November 3<sup>rd</sup>, 2022**



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*Celebration Residential Owners Association, Inc. (CROA)*

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CONFIDENTIAL

Scope of work consists of complete landscape, turf, irrigation, and specialty maintenance of residential service areas within



## Celebration Residential Owners Association, Inc. (CROA)

Celebration. The work consists of turf maintenance, weeding and edging of ground cover, preventing, and controlling weeds in turf, planters, and hardscape areas, trimming of shrubs, application of pesticides, hardscape areas, litter collection and disposal. A separate document will be attached with the replacement price of materials and labor. The CROA representative that is stated in the below document consists of GrandManors or Management company's Service Area Manager, Service Area Administrative Assistant, Community Manager, Operations Manager and or any other employee of GrandManors or Management company.

**Please sign to acknowledge that you have read item and understand each item in its entirety.**

- CROA reserves the right to award contracts for all work which requires a separate bid process based upon the nature of the work and its anticipated costs.

Please sign acknowledging. Signature: \_\_\_\_\_

- Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of all turf, plant material, beds, planters, hardscape, and irrigation systems. A report listing all items which do not meet the specifications of this Scope of work must be submitted to the CROA Service Area Representative of GrandManors.

— Please sign acknowledging. Signature: \_\_\_\_\_

- Deficiencies noted within the report will be reviewed by the CROA Representative for verification and actions required. Upon approval by the CROA Representative, either the deficiencies will be corrected or documented to not become the responsibility of the Contractor to address without additional compensation.

Please sign acknowledging. Signature: \_\_\_\_\_

- After the thirty (30) day audit period has expired and for the duration of the contract, Contractor shall assume responsibility for all unreported maintenance deficiencies, including materials and labor.

Please sign acknowledging. Signature: \_\_\_\_\_

### WORK SCHEDULE

- The Contractor shall accomplish all normal work required under this contract between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday, excluding holidays. The CROA Representative may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions shall be commenced before 8:00 a.m. and after 7:00 p.m. Work will be scheduled so that it will not disrupt the functions and normal day-to-day operations of the parks and the areas located within them. No work will be performed on weekends without prior written approval of the CROA Representative.

Please sign acknowledging. Signature: \_\_\_\_\_

- The Contractor shall provide the CROA Representative with a monthly calendar of work schedules 5 days prior to the 1st day of each month. Schedules must include the name of the Supervisor(s) who will oversee the work performed, and the telephone number(s) by which to contact him/her.

Please sign acknowledging. Signature: \_\_\_\_\_

- The work schedules must reflect adequate time for completion of all routine work activities on a daily, weekly,





## Celebration Residential Owners Association, Inc. (CROA)

and monthly basis, as well as seasonal work activities on an annual basis which comply with the specification requirements indicated throughout this document. **The schedule shall also indicate any special work assignments i.e., pesticide application, tree trimming, plant / turf replacement, mulching, etc.**

Please sign acknowledging. Signature: [Signature]

- **Failure to submit schedules within the time frame specified shall result in a penalty of \$100 per occurrence, per schedule for each calendar day until schedules are received.**

Please sign acknowledging. Signature: [Signature]

Contractor shall complete all work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor and approved by the CROA Representative. **All scheduled work NOT completed during the week scheduled shall be reported to the CROA Representative in writing by 4:00 PM Friday of the same week.**

Please sign acknowledging. Signature: [Signature]

### **TERM OF CONTRACT**

- The term of this Agreement shall be January 1, 2023, through December 31, 2026, with the option to renew for two (2) additional one (1) year periods. The prices proposed by the Contractor shall remain fixed and firm for the duration of the Agreement.

Please sign acknowledging. Signature: [Signature]

- Prior to each renewal period, Contractor will be evaluated based on their performance.

Please sign acknowledging. Signature: [Signature]

- 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 landscaping systems as outlined within this scope.

Please sign acknowledging. Signature: [Signature]

- The following specifications are set as the minimums to achieve the desired healthy and attractive landscaping within the community. **“Please find the landscaping guidelines attached”.**

Please sign acknowledging. Signature: [Signature]

## **OPERATIONS AND COMMUNICATIONS**



**SITE CLEANLINESS AND CONDITION**

- 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.
- Cleanup of trash and debris shall be performed on all workdays throughout the year.

Please sign acknowledging. Signature: [Signature]

**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.

Please sign acknowledging. Signature: [Signature]

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

Please sign acknowledging. Signature: [Signature]

**MEETINGS**

- **The Contractor shall meet with the CROA Representative on a weekly basis.** Such meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving such issues, review of schedule and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the CROA Representative or the Contractor. **The CROA Representative shall provide the location, date, and time of meeting.**

Please sign acknowledging. Signature: [Signature]

- Contractor shall provide a representative to attend the monthly meeting of the CROA Board of Directors meetings and shall be able to respond to any questions the Board may have as to the day-to-day activities at the project site pursuant to this scope of work.

Please sign acknowledging. Signature: [Signature]

**QUALITY CONTROL**



## Celebration Residential Owners Association, Inc. (CROA)

- The CROA Representative, or his designated representative, shall be the sole judge as to the adequacy and quality of maintenance. To ensure consistent quality of the work being performed, the **CROA Representative may inspect all areas covered by this contract while or after work is scheduled to be performed.** Any deficiencies shall be recorded and submitted to the Contractor for review and corrective action. Within the three (3) workdays, the CROA Representative shall re-inspect the deficient area and any deficiencies not corrected shall result in the value of the work deducted from the monthly payment to the Contractor. The bid prices quoted by the Contractor unit pricing and/ or Extra Work Pricing Sheets shall be used to determine the dollar value of any deficiencies.

Please sign acknowledging. Signature: \_\_\_\_\_

- Within three (3) workdays (72 hours) after being notified by the CROA Representative in writing of defective or unacceptable work, should the Contractor fail to correct such work, CROA may authorize the unacceptable or defective work to be corrected. If CROA corrects the work, CROA shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work including an administration fee per occurrence. If the corrective work cannot reasonably be completed within such three (3) day period, and the Contractor had begun corrective work, and CROA reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, CROA agrees to allow Contractor to complete correction of the defective or unacceptable work beyond the three days.
- As this scope of work is for residential properties, it is required that more attention to detail will be given to each service area.
- The Contractor will make weekly in-person visual reviews of the entire site with focus on current conditions and the Contractor's performance. The Contractor will make any needed repairs and immediately.

Please sign acknowledging. Signature \_\_\_\_\_

### REPORTS

- A weekly maintenance report shall be generated by the Contractor and submitted via email to the CROA representative outlining potential problem areas and the contractor's proposed corrective action, upcoming work approval requests, coordination, scheduling, etc. **These will be due each Friday by 9:00 AM, so the service area manager can send the report to the community by end of day each Friday.**
- The contractor shall address and respond to all Celeservice postings, as submitted by residents and staff during daily work hours, provide updates utilizing the Celeservice App.

Please sign acknowledging. Signature \_\_\_\_\_

### SUBCONTRACTING

- The Contractor may subcontract certain procedures or operations only with the written approval of CROA. Proof of proper licensing and insurance must be provided to CROA prior to final approval. The Contractor is held responsible for any work performed by any subcontractor engaged.

Please sign acknowledging. Signature \_\_\_\_\_

### WORKFORCE




## Celebration Residential Owners Association, Inc. (CROA)


- The Contractor employees shall be dressed in a uniform fashion with company identification. Vehicles as well should be clearly identified. A professional appearance should be maintained.

Please sign acknowledging. Signature: 

- Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors always.


Please sign acknowledging. Signature: 

- 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 CROA hereby acknowledges that the Contractor only employs individuals who are legally authorized to work in the United States the Contractor employ individuals who are not legally authorized to work in the United States, it is understood that CROA 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.

Please sign acknowledging. Signature: 

### KEYS/ACCESS CARDS

- CROA will issue such keys and access cards as necessary for access to the work area. Contractor must assume full responsibility for theft or loss of said keys and cards and must pay for re-keying ALL locks operated by these keys or the replacement cost for access cards. Keys must not be duplicated.

Please sign acknowledging. Signature: 

### LOST&FOUND

- The contractor must ensure that articles found by its employees and/ or sub-contractors are returned to the CROA Representative or Town Hall upon discovery.

Please sign acknowledging. Signature: 

### PARKING

- Contractors' 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.

Please sign acknowledging. Signature: 

### SUPERVISION



## Celebration Residential Owners Association (CROA)

- The Contractor shall provide supervision of all maintenance and or repair work being performed during the time of service” no exceptions”. Supervisors shall be able to communicate problems to the CROA Representative at any time and shall be always easily accessible to the Representative by cell phone. CROA shall be notified of any change in supervisory personnel.

Please sign acknowledging. Signature: \_\_\_\_\_

- A monthly walk through with the CROA Representative and contractor shall be performed to cover work being accomplished, special needs or concerns, and other related information. If needed, additional supervision or a change of supervisory personnel will be requested should contract performance fall below the acceptable standard.

Please sign acknowledging. Signature: \_\_\_\_\_

### ADDITIONAL WORK

- From time-to-time additional work may be requested of the Contractor by the CROA Representative. A cost estimate, schedule, and other determining information may be required before approval of work is granted. Each situation will be considered on a case-by-case basis. All additional work shall be completed according to approved schedule.

Please sign acknowledging. Signature: \_\_\_\_\_

### CHANGES

- It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications, or as amended by the CROA Representative. 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 CROA Representative. CROA does reserve the right to deny 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.


Please sign acknowledging. Signature: \_\_\_\_\_

### SATISFACTORY PERFORMANCE


- It is estimated that the frequency and guidelines set forth in this scope 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.
- 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 may be replaced at the CROA Representatives direction at no additional cost to the Contractor. Any reported damage should be reported to the CROA Representative in the weekly report.
- Any damage to walls, landscape, lighting, fencing, resident belongings, or hardscape features by the Contractor shall be repaired by the appropriate tradesmen initiated though the CROA Representative so all warranties remain effective. All billing for said repairs will be directed to the Contractor responsible for said area and cost of repairs.



## Celebration Residential Owners Association (CROA)


Please sign acknowledging. Signature: 

- The Contractor will be graded on a scale from 1-3 where 0 is "Unacceptable" and 3 is "Excellent". If the Contractor scores below a two on a weekly audit, they have three business days to fix the unacceptable item. If the contractor scores an overall two or lower three times during the contract, an action plan of correction will be required and could lead to cancelation of contract. "Please find the inspection form utilized attached".


Please sign acknowledging. Signature: 

### MAINTENANCE FOR VISIBILITY AND SAFETY


- All landscaping shall be maintained in a manner that allows clear passage of vehicles in all roadways and pedestrians along sidewalks and designated pathways, provides open visibility where necessary for safety, and does not obstruct lighting or signage.

Please sign acknowledging. Signature: 


- Clear visibility in both daytime and nighttime is of the utmost importance for parking areas, driveways, and at intersections of all types.

Please sign acknowledging. Signature: 

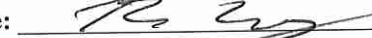
- Trees and shrubs shall not be allowed to grow into or over sidewalks, cart paths, public or private streets, driveways, alleyways, or parking areas in any way that conflicts with the safe passage of pedestrians and vehicles.

Please sign acknowledging. Signature: 

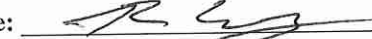
- A minimum of ten (10) feet vertical clearance shall be maintained. This shall be increased to fifteen (15) feet on all streets where necessary for the passage of taller vehicles, such as vans, buses, emergency vehicles or trucks-in areas which must be accessed by such vehicles.

Please sign acknowledging. Signature: 

- In general, hedges and shrub masses shall be maintained at a maximum height of three (3) feet in all areas where views must be maintained for safety of vehicular and pedestrian traffic Contractor must visually inspect the site (doing so on a routine basis) to determine whether safe visibility requires maintenance at a lower height, in any given situation.

Please sign acknowledging. Signature: 

- Individual plants or specimens which do not specifically impede safe visibility may conform to the other applicable standards of these specifications provided in the Celebration Landscaping Architectural guidelines. Trees near light poles shall be maintained as they grow to avoid impeding safe light levels, to the greatest extent possible.

Please sign acknowledging. Signature: 

- Pruning of all landscaping shall comply with the proper techniques based on the type of plant material. But in all cases, ensuring safe visibility shall be the prevailing objective.  
Prune and maintain all-natural vegetation back five (5) feet or more from edge of turf, sidewalks, fence lines and parking areas.



## Celebration Residential Owners Association (CROA)

Please sign acknowledging. Signature: \_\_\_\_\_



- Where natural wooded areas adjoin the finished turf areas and landscape beds, a buffer zone of at least three (2) feet shall be maintained with herbicide and or mechanical means.

Please sign acknowledging. Signature: \_\_\_\_\_



### TURF MAINTENANCE

- Appropriately sized equipment shall mean the use of 22" – 32" commercial push mower for areas within all fenced yards and for all turf areas which are less than (4') four feet in width. This requirement will be strictly enforced.

Please sign acknowledging. Signature: \_\_\_\_\_



### BAHIA, ST. AUGUSTINE & ZOYSIA TURF

- Mowing of all Bahia, St. Augustine and Zoysia turf areas shall be performed on a weekly basis during the normal growing season (March through October). During the months of November through February 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 always promote healthy and continued growth as well as proper appearance.
- Zoysia grass should be mowed with a walk- behind- mower with a bag to collect clippings which is better and actually quicker in the small spaces than a rider.

Please sign acknowledging. Signature: \_\_\_\_\_



### BERMUDA TURF

- Bermuda turf shall be cut two (2) times per week during the months of March through October and one (1) time per week November through February unless abnormal conditions arise. The turf shall be mowed at a frequency to always promote healthy and continued growth as well as proper appearance.

Please sign acknowledging. Signature: \_\_\_\_\_



- REEL mowers MUST be used to maintain Bermuda Turf. Any exceptions to this requirement must have prior approval if the CROA Representative.

Please sign acknowledging. Signature: \_\_\_\_\_




- Mowing patterns shall be varied to minimize wear areas from tires and slippage.
- Mowing height shall be based on season and what is horticulturally correct for turf type and location. Please see chart below.

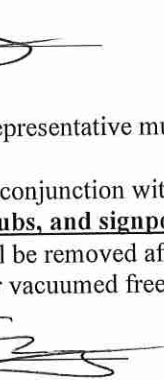


# Celebration Residential Owners Association (CROA)

Turf Type	Height (inches)	Frequency (per year)	Mower Type
Bahia grass	3.0 - 4.0	42	Rotary
Bermuda grass	0.5 - 1.5	88	Reel
St. Augustine grass	2.5 - 4.0	42	Rotary
Zoysia grass	1.5 - 2.5	42	Rotary


Please sign acknowledging, Signature: 

- If a change in height of cut is considered, the CROA Representative must approve such change, in writing, prior to any height adjustment.
- 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, and signposts due to the use of line trimmers is not acceptable**
- 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.


Please sign acknowledging, Signature: 

## 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, parking lot islands or residential yards by the mowers.

Please sign acknowledging, Signature: 

- In areas with parking lots associated with the landscape maintenance, leaves and debris are to be either raked or removed with a vacuum. **Leaves are not to be blown into landscape beds or down storm drains.** If the condition of turf declines due to failure to remove accumulated leaves in a timely manner, the Contractor is responsible for replacing **the turf**.
- Leaves are to be blown away from the structure of the homes and not blown towards the homes causing buildup in the hedges, landscaping beds or on porches.

Please sign acknowledging, Signature: 

## LEAVES -SEASONAL

- The months of **December through April** leaves, acorns and debris must be removed from all landscape beds, turf, and hardscape at all Service Areas on Friday and Tuesday basis each week. The curbs and streets adjacent to each location are included as part of this scope. Removal by vacuum is preferred however, raking, blowing and manual removal will be allowed. No Leaves are to be left in landscaping beds, turf, sidewalks, and roads.

Please sign acknowledging, Signature: 

## EDGING

- All necessary edging operations shall be performed routinely to trim the turf and maintain a well-groomed appearance for all






## Celebration Residential Owners Association (CROA)

sidewalks, curbs, plant beds, drainage structures, irrigation valve boxes, splice boxes, gate valve boxes, water meter boxes, and other such interfaces between turf and different surfaces.

- Bed lines shall be edged to conform to their original design intent, with adjustments being made periodically for the plant growth.
- Edging shall occur in conjunction with each mowing cycle. Grass runners shall not exceed one inch in length along sidewalks, curbs, pavements, planting beds, and other such edges.
- Upon completion of edging operations, the turf edge shall be neat, clean, and approximately 1/2 inch from the edge of any pavement, with a minimum depth of 2 inches.
- All paved areas and mulched beds shall be free of dirt, clippings, and debris after work is completed.

Please sign acknowledging. Signature: 


### DISEASE AND PEST CONTROL

- All turf varieties shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists. Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.
- Fertilizers and chemicals should be kept off walls of homes to avoid stains


Please sign acknowledging. Signature: 

### WEED CONTROL

- 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 (90%) weed free turf shall be expected.

Please sign acknowledging. Signature: 

- 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.
- If the use of chemicals is not working in landscaping beds, it will be required to hand pull weeds as needed.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: 


### FERTILIZATION – TURF

- A soil fertility and pH test shall be performed by the Contractor twice a year January and June from several representative areas in the turf and landscape beds at all locations to help determine the analysis of the product to use in the fertilizer application programs. Copies of these test results must be provided to CROA, with tested locations each time they are




## Celebration Residential Owners Association (CROA)

performed.

Please sign acknowledging. Signature: 

### ST. AUGUSTINE & ZOYSIA

- There should be a minimum of four (4) applications of a complete, acid-forming turf fertilizer applied to Zoysia and St. Augustine turf per year.
- February (After February 15th): (Zoysia and St. Augustine) A standard non-burning complete turf fertilizer containing a minimum of 30% to 40% of the Nitrogen in a controlled release form such as sulfur coated, or polymer coated sulfur coated urea. There should be a minimum of 4% Iron, 6% sulfur, and 2% each of Magnesium and Manganese. A lesser amount of Iron will be acceptable if it is in a chelated form. The fertilizer shall be applied at 1 pound of actual Nitrogen per 1000 Square feet of turf.
- May: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- August: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- October: (St. Augustine) Analysis should be determined by soil test results and recommendations.
- November: (Zoysia) Analysis should be determined by soil test results and recommendations.
- If these recommendations fail to keep the turf a consistent acceptable green color, a soil test should be performed, and the fertilizer blend adjusted accordingly. If the fertilizer does not keep the turf an acceptable green color between applications during the growing season, it may be necessary to provide an extra application of Nitrogen and/ or Iron to provide suitable color and may be requested by the owner. This will not be considered an extra to the contract.
- All turf fertilizers should be watered immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Contractor will also be responsible for sweeping or blowing fertilizer off all walkways, parking lots, roadways, and any affected paved area such as residents' porches. Special attention should be taken to ensure that fertilizer does not enter any stormwater retention or drainage feature.

Please sign acknowledging. Signature: 

### BAHIA TURF

- There should be two applications of complete commercial turf fertilizer to Bahia grass areas per year.
- March: A standard, non-burning complete turf fertilizer such as 16-0-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product)
- September: 9-2-24 with 6% iron, 8 to 10% Sulfur, and 2% each of Magnesium and Manganese at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product) This will help with winter cold tolerance.
- If yellowing occurs in between fertilizer applications, a liquid application of 12-0-0 with iron at the label rate, or another chelated iron source should be applied.
- All chemical applications shall be performed by trained, licensed operators in accordance with applicable local, state, and federal regulations, safety standards, and the manufacturer's instructions.
- All fertilizer shall be thoroughly watered in after application.

Please sign acknowledging. Signature: 

### BERMUDA TURF - HIGH" DEMAND MAINTENANCE SCHEDULE



## Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
1	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
2	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
2	0-0-50 Potassium Sulfate	150Lbs/ Acre
2	Pre-Emergent	Per label rate full coverage
3	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
3	Round-up clay areas and fence lines	
3	Weed control post-emergent	Per label rate full coverage
4	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
4	Round-up clay areas and fence lines	2% Solution
4	Deep Tine Aerify	
4	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
4	Verti-cut	3/4"deep with 2" spacing
4	Chelated Iron 12-0-0	
5	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
5	Round-up clay areas and fence lines	2% Solution



## Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
6	0-0-50 Potassium Sulfate	150lbs/Acre
6	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
6	Aerate 3/4" coring tines 3"-4" deep	
6	Weed control post-emergent	Per label rate full coverage
6	Round-up clay areas and fence lines	2% Solution
6	Heritage Application	Per label rate full coverage
7	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
7	Round-up clay areas and fence lines	2% Solution
8	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
8	Round-up clay areas and fence lines	
8	Pre-M	Per label rate full coverage
8	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
9	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
9	0-0-50 Potassium Sulfate	150Lbs/ Acre
9	Round-up clay areas and fence lines	2% Solution
9	Aerate 3/4" coring tines 3"-4" deep	
9	Weed control post-emergent	Per label rate full coverage
10	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
10	Round-up clay areas and fence lines	2% Solution
11	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	Round-up clay areas and fence lines	2% Solution
12	Deep Tine Aerify	

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### GROUND COVER AND SHRUB MAINTENANCE

#### SHRUBS

(Indian Hawthorn, Holly, Viburnum, Boxwood, and similar woody ornamentals)

- These shrubs shall be pruned only as necessary to maintain their natural habit and growth at specified heights, to remove excessive growth, and to maintain a natural, informal appearance. Individual plants shall be allowed to grow together into one mass, never shaped as individual plants.
- As the shrubs mature, individual plants should not be apparent; plants shall be allowed to grow together in a “soft”, informal, and un-sheared mass.
- At no time shall any shrubs be allowed to impede safe visibility for pedestrians and vehicles.
- Maintain most shrubs in pedestrian and parking areas for safety and visibility, usually about 36" +/-, but always as dictated by the circumstances in any specific location. Where larger shrubs are used for screening of specific features, their ultimate heights shall be dictated by the purpose for which they have been used in the plan, and they shall be allowed to reach the effective height and density necessary to serve that purpose. In no instance, however, shall any shrub be allowed to obstruct visibility for traffic and pedestrian safety.
- Use hand clippers to remove odd, long, or undesirable branches, keeping the shape natural and uniform. Do not prune masses into geometric forms by hard shearing.
- Per Celebration ARC guidelines, Hedges must be trimmed below the windowsills and below decorative trim along the top of the walls; Exceptions might include garage windows which are too close to the ground.
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12”.

Please sign acknowledging. Signature: \_\_\_\_\_

#### HERBACEOUS "GRASSY" SPECIES

(Society Garlic, Lily-of-the-Nile, Liriope, and similar species)

- These groundcovers shall be allowed to grow to their natural height and width; pruning is not necessary. Cultivate to achieve dense mass; maintain separation between groundcover and adjacent plant materials.
- Spent flower heads shall be removed regularly, as required for best appearance.
- If more than 50% of a plant is frost damaged, cut back to remove all dead or damaged foliage after last frost.
- Contee palms, Agapanthus, Liriope, Iris, and other plants that are chosen for the display of their leaves should be thinned to remove excessive growth that encroaches over onto walkways or out of their place in the landscape design and never edged or sheared
- Contractors must not trim buds before they have had a chance to bloom.

Please sign acknowledging. Signature: \_\_\_\_\_

#### WOODYGROUNDCOVERS

(Parson's Juniper, Blue Pacific Juniper, Lantana, and similar species)

- These groundcovers shall be allowed to grow together to form full, natural, informal masses, maintaining separation between adjacent plant materials.
- Prune to maintain height at 18" to 24" or as otherwise appropriate for the species, and to prevent masses from overgrowing curbs, sidewalks, and bed edges. Do not allow masses to become overgrown, requiring extensive pruning.
- Depending on degree of possible cold damage, cut back as required after last frost to achieve intended growth.



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- Do not prune masses into geometric forms by hard shearing.
- Where plants are adjacent to curbs, sidewalks and bed edges, prune edge of mass back in a natural, informal shape; do not shear vertically.
- Contractors must not trim buds before they have had a chance to bloom.

Please sign acknowledging. Signature: \_\_\_\_\_

### GROUNDCOVERS

(Dwarf Confederate Jasmine, English Ivy, and similar species)

- Cultivate vining groundcovers to achieve dense, entwined masses; maintain separation between groundcover and adjacent plant materials, by edging and/ or pruning.
- Some species, such as Dwarf Confederate Jasmine, once grown in to full and dense coverage (which may take 2 or 3 years for some species), may be trimmed at a height of 6" periodically to maintain a dense and consistent level of coverage.
- Do not shear masses vertically where adjacent to curbs, bed edges, drainage structures, valve boxes, meter boxes, and other such interfaces. Prune exposed edge of mass back at a maximum 45-degree angle from horizontal, in a natural, informal shape.

Please sign acknowledging. Signature: \_\_\_\_\_

### ACCENT PLANTS

(African Iris, and similar species used as accents)

- Accent plants should only be trimmed as necessary to remove excessive growth, and shoots, while maintaining a natural, informal appearance. As the plant matures, the plants shall be maintained at the intended height of the accent feature, not allowed to become overgrown or invasive.
- Use hand clippers to remove odd, long, or undesirable shoots, and to remove outer pups or shoots from overgrown clumps, keeping the shape natural, loose, and uniform. Do not shear.
- Accent plants that are damaged by the frost shall have all the damaged foliage removed and in such cases the damage affects the entire plant, it shall be cut back to the ground after the last frost.

Please sign acknowledging. Signature: \_\_\_\_\_

### ORNAMENTAL GRASSES

(Cordgrass, Muhly Grass, Fountain Grass, and similar species)

- Ornamental grasses shall be maintained at their natural height and width.
- To achieve best form and appearance, loose, brown, and dead foliage shall be removed the months of February through March prior to new spring growth. Sever pruning to the ground is not an acceptable practice and as a result will require replacement at the Contractors expense upon discovery.

Please sign acknowledging. Signature: \_\_\_\_\_

### PRUNING OF GROUND COVER AND SHRUBS

- Plant materials and tree limbs must be kept trimmed away from multi-modal transportation paths and sidewalks and at no time should be allowed to encroach on these areas.
- Special attention to areas around landscape lighting fixtures shall be given not only to promote lighting effect, but the protection



## Celebration Residential Owners Association (CROA)

of fixtures themselves from damage.

- Shrubs located under windows should be trimmed to the bottom of the window ledge leaving the window trim detail visible.
- All shrubs around the AC units/ equipment should be trimmed to screen the unit without impeding the use. Shrubs along privacy fences should be maintained to the bottom of the top rail leaving the top rail visible. Shrubs along a picket fence should be maintained to the top rail of the fence leaving the top picket details visible.
- Contractors must not trim buds before they have had a chance to bloom.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12”.
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- A Hard pruning of Ligustrums and Burberry trees will be necessary to be kept below 10’ and also a hard pruning of camellia bushes.

Please sign acknowledging. Signature: \_\_\_\_\_

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- When five (5%) of any individual plant material shows signs of disease, curative action must be taken. Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Non-targeted plant material damaged because of improper chemical applications must be replaced upon discovery at the Contractors expense.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

### FERTILIZATION OF GROUNDCOVER AND SHRUBS

- Shrubs and groundcovers shall be fertilized four (4) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. This shall be applied in March, May, July, and October at ½ cup per small shrub, 1 cup per large shrub, or 15 to 30 pounds per 1000 square feet of plant bed, depending on the spacing, type of plants, and product used. Fertilizer shall be broadcast evenly over the entire root zone, and care shall be taken to avoid accumulation of fertilizer granules on leaves, crowns, etc.
- The fertilizers should be watered in immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Special attention should be taken to prevent any fertilizer from being blown, swept, or otherwise ending up in any parking lot or roadway storm drain. Any fertilizer that ends up upon any non- target area or hard surface shall be removed and applied to a target area.

Please sign acknowledging. Signature: \_\_\_\_\_




# Celebration Residential Owners Association (CROA)

## TREE MAINTENANCE


### CRAPE MYRTLES

- Crape Myrtles shall be maintained with an open, natural crown. The natural branching structure shall be maintained, light pruning only to promote healthy, natural development form, size, and width.
- As trees mature, a clear trunk height of 8.5' minimum shall be maintained.
- Canopies shall in no case be allowed to deter safety and visibility in traffic situations.
- Light pruning should be performed to remove seed pods as they form to promote re-flowering. Contractor should remove most remaining seed pods in Fall/Winter, where overall height allows this to be done safely. No branches larger than 1/2" in diameter, or more than 24" of the current year's growth shall be removed.
- Topping, heading cuts or trimming back to knobs is not permitted. Proper reduction cuts may be made in some instances with the approval from the CROA Representative.
- All Branches shall be pruned that impede pedestrian walkways and all alleyways.
- Pruning shall be completed twice a year, once in the Fall/ Winter and once late spring.

Please sign acknowledging. Signature: 


### PALMS

- Palms shall be pruned once the fronds have dropped to an 8:00 o'clock to 4:00 o'clock angle. The Contractor shall remove the fronds to a maximum 10:00 o'clock to 2:00 o'clock angle and all seed and emerging seed pods will be removed. Pruning of palms shall occur minimum of (3) times per year between the months of March through October.
- All Phoenix species will be pruned to a maximum 9:00 o'clock to 3:00 o'clock angle.
- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

Please sign acknowledging. Signature: 


### LIGUSTRUM TREES

- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

Please sign acknowledging. Signature: 

### NELLIE STEVENS HOLLY AND RELATED SPECIES

- These trees shall be maintained to have thick and dense foliage. They should only be pruned to promote health, and natural development form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.

Please sign acknowledging. Signature: 





## Celebration Residential Owners Association (CROA)

### LIVE OAK AND RELATED SPECIES

- Live Oaks and related species are to be maintained to have thick dense foliage. They should only be pruned to promote healthy and natural development form. Pruning shall be kept at a minimum.
- As trees mature, only remove necessary lower branches to maintain the natural normal form of the tree, and to allow for necessary maintenance.
- The tree shall have 2/3 canopy and 1/3 clear trunk.
- All limbs that are pruned back to the main trunk or central leader shall be cut at the collar, but not damaging the collar.

Please sign acknowledging. Signature: \_\_\_\_\_

### MAGNOLIAS

- Magnolias shall be maintained to have thick and dense foliage. They should only be pruned to promote health and natural form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.
- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood. To encourage full and dense foliage, **prune lightly in the fall** or early spring (**before the spring flush**), by removing 6" to 10" of foliage in appropriate areas and trimming leggy branches, to promote natural shape and form. **The central leader shall not be removed.**
- Branches shall be maintained away from structures and maintained to not extend into alleyways, sidewalks and pedestrian areas.

Please sign acknowledging. Signature: \_\_\_\_\_

### ALL TREE SPECIES

- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood, or to provide visibility. Contractor shall be responsible for pruning up to the first fifteen (15) feet of trees as needed to maintain a natural and healthy appearance. All Trees should maintain a (5) feet clearance from any structure or townhome/residence.
- All broken limbs or debris resulting from winds, storms; or other causes shall be removed promptly, or immediately if impeding safety.
- Pruning cuts shall be clean and smooth with no rough or torn bark or wood remaining.
- 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 and will require replacement at the Contractors expense upon discovery.
- Pruning of all trees needs to be maintained year-round to specifications.


Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)


### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Areas treated shall have

Please sign acknowledging. Signature: 

### FERTILIZATION OF TREES

- Proper fertilization for the varied trees shall be performed three (3) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. Fertilizer shall be broadcast evenly over the entire root zone out to the drip line. Applications shall be at the labeled rate on the bag, and applied in March, June, and September.
- Palms shall be fertilized three (3) to four (4) times per year with a fertilizer with an analysis of 8-2-12 plus 4% Magnesium (Mg.) and 2% Manganese (MN) and 0.10% to 0.15% Iron (Fe), Zinc (Zn), Boron (B), and Copper (Cu). One hundred percent (100%) of the Nitrogen (N), Potassium (K), and Magnesium (Mg.) should be in controlled release form, while all the micronutrients except Iron (Fe) should be in Sulfate form. Two percent (2%) Iron (Fe) from Iron Sulfate can substitute for 0.15% Iron (Fe) from chelated forms. (EDTA, DTPA, etc.). This product is to be applied at the rate of 1.5 pounds per 100 square feet of palm canopy or bed area, or 15 pounds per 1000 square feet.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: 

### FLOWER BED MAINTENANCE

- Annual flower beds shall be maintained in a fashion to allow for a full, colorful appearance always throughout the year. Beds shall be kept free of spent flowers, weeds, and debris.
- Shrubs and turf surrounding annual beds must be trimmed to keep them from encroaching on the annual flowers and reducing the bed size. The original size of the beds and the annual flower count as described must remain the same.
- 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 appearance.


Please sign acknowledging. Signature: 



## Celebration Residential Owners Association (CROA)

### WEED CONTROL

Beds are to be kept free of weeds, landscape debris and trash. Hand weeding shall be done as necessary. The use of pre-emergent and selective herbicides is required for all Annual Flower beds.

Please sign acknowledging. Signature: 

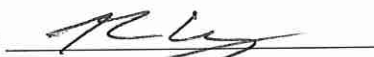
### DISEASE AND PEST CONTROL

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- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: 

### PESTICIDE USE SPECIFICATIONS

- Contractor shall have extensive knowledge and experience developing and implementing Integrated Pest Management Programs (IP: tvf) and shall develop, implement, and adjust an IPM program for all sites included in this contract.
- All pesticide applications are to be made by or under the supervision of a person or persons with appropriate valid licenses, permits or certificates issued pursuant to all applicable Federal, State, or local laws or regulations. Said person or company is to be currently registered to conduct a pest control business in the State of Florida and the County of Osceola.
- Pesticide applications are to be made in strict compliance with the product label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency.
- Within thirty days of the award of contract, and/ or prior to the actual start of work, Contractor shall supply to the CROA Representative a list of all chemicals proposed to be used in the fulfillment of said contract. No "generic" chemicals shall be allowed for substitution purposes, unless approved by the CROA Representative.
- The most current specimen labels and Safety Data Sheets for all listed chemicals shall be supplied at this time and Copies of both the P.C.A. recommendations and applicable Pest Control Advisor and Qualified Applicator Licenses or Qualified Applicator Certificates, shall be submitted. All above-mentioned items shall be resubmitted in January of each year the Contract is in effect.
- CROA shall be notified in writing of any changes or deviations from the above list. Application of deviated materials shall not be made prior to approval by the CROA Representative.
- A five-working day notice in writing shall be given to CROA prior to any pesticide application so the notice can be communicated to the residents in advance. Notice shall include name of chemical, area to be treated, rate of chemical, method of application, date and time of day application is to be performed. CROA must give written consent prior to application of any Category I, or restricted use, pesticide.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets

Please sign acknowledging. Signature: 



## Celebration Residential Owners Association (CROA)

### REFUSE CONTROL

- Areas within the project limits shall be kept free of litter and refuse (trash, cans, paper, bottles, cigarette butts, etc. and accumulations of leaves, dirt, and branches) always.
- Policing and litter pickup shall occur as often as necessary to ensure a clean, litter-free appearance.

Please sign acknowledging. Signature: \_\_\_\_\_

### REPLACEMENT OF PLANTS TO MAINTAIN DESIGN INTENT

- No changes or additions of plant materials, and no changes or additions to the design or layout of the landscaping shall be made without review and approval of CROA.
- Any tree, palm, shrub, or groundcover plantings which die, or which are damaged or decline to the extent of affecting the overall appearance of the project, shall be replaced promptly with the same species in a size which reasonably matches the plant it is replacing, to preserve the design intent and appearance of the landscaping.
- Any tree or plant which is abusively pruned in noncompliance with these specifications shall be replaced by the same species in a size which reasonably matches the plant it's replacing.
- **The Contractor shall be responsible for the full cost of such replacements where required due to incorrect maintenance (abusive pruning, fertilizer burn, etc.) or to inadequate maintenance (disease, pests, fungus, irrigation negligence, etc.). The Service Area/CROA shall be responsible for the full cost of such replacements only due to damaging acts by others, acts of God, and/ or other circumstances not attributable to actions or inactions of the Contractor.**
- If the plan included annuals or perennials, replacements shall be made on a seasonal basis, or whenever required, to maintain an acceptable year-round effect. Conversion of bedding plant areas to other landscape plants shall be subject to review and approval by CROA.

Please sign acknowledging. Signature: \_\_\_\_\_

### PLANT GUARANTEE AND/OR REPLACEMENT POLICY

- Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.
- All replacement plants shall be inspected and approved by CROA prior to installation. All landscape improvements or repairs shall conform to the Celebration Residential Owners Association, Inc. Landscape Specifications and Details.
- The Contractor must assume the maintenance responsibility and warrant future landscape improvements, new installation and refurbishment of existing landscape as specified within this scope.
- The Contractor and the CROA Representative will conduct an inspection of said landscape prior to final acceptance by CROA.
- Contractor shall submit an inspection report to the CROA Representative within 3 days following the inspection which must list all concerns and recommendation to correct. If said inspection report is not submitted as required, Contractor must accept and assume the plant replacement warranty for the remainder of the contract term without consideration of compensation.
- Any issues discovered during the inspection process will be corrected based on plant health.


Please sign acknowledging. Signature: \_\_\_\_\_



# Celebration Residential Owners Association (CROA)


## MULCHING

- All plant beds and tree rings shall be maintained with an adequate and neat layer of Cocoa Brown Hardwood Mulch or Pine Straw if approved by ARC and shall not exceed 3" in depth. **Mulching shall occur twice per year during the months of April and September/ First week of October depending on the request of the individual service area.**
- **(ALL Service Area Mulch must be installed by April 15th and October 1<sup>st</sup>).**
- Contractor will replenish mulch where disturbed due to mowing operations such as edge of landscape beds and tree rings. This shall have performed at no additional cost to CROA.
- Care should be taken during mulching to not cover landscape lighting, valves, junction boxes or other structures and components.
- Care shall be taken to avoid piling mulch around the plant crowns or trunks.

Please sign acknowledging. Signature: 


## IRRIGATION SYSTEMS

- The Irrigation Contractor / Technician(s) shall be Rain Bird Maxicom Certified and must submit proof of a minimum of 3 years' experience with Irrigation installation and maintenance including ESP-LXD Series Two-Wire Decoder Controllers, flow meter, rain gauge, soil moisture sensors and a good understanding of Evapotranspiration and the ability to utilize such knowledge for the benefit of a healthy landscape.
- Irrigation systems and components shall be monitored to ensure that proper coverage is always achieved. Contractor shall provide one dedicated and certified Irrigation Technician for every 300 zones.

Please sign acknowledging. Signature:  N/A

## IRRIGATION REPAIRS

- The Contractor shall be responsible for repair of all site irrigation beginning with the customer service valve; downstream from the water meter, all pressure main lines, or any equipment in line (flow meters, master valves, etc.), through lateral lines and sprinkler heads; including all irrigation controllers, weather stations, rain gauges, control, and communication wiring, wireless and air cards. Contractor shall notify CROA Representative of any main line failure within two (2) hours of occurrence.
- **The CROA Representative shall approve all repairs in advance. The Contractor shall notify the CROA Representative once repairs are completed and prior to back filling any repairs to allow for inspection. Once inspected, the CROA Representative will notify the Contractor to backfill the repair. If the open repair presents a hazard to the public the repair shall be back filled as authorized by the CROA Representative. Photographs of the repairs shall be submitted.**
- **Damage to irrigation systems caused by the Contractor shall be the responsibility of the Contractor to repair within 48 hours of occurrence, self-discovery, or notification by CROA.**
- All replacement parts and materials are to be same type and model as original installation unless a substitute is approved by CROA representative. Failure to do so shall result in a deduction from monthly payments. In addition, a performance deficiency notice shall be issued to the Contractor.


Please sign acknowledging. Signature: 



## Celebration Residential Owners Association (CROA)

### IRRIGATION SCHEDULING AND WATER MANAGEMENT

- Contractor shall be responsible for the programming and monitoring of irrigation controllers that are part of the Rain Bird centralized systems and any future cloud-based smart irrigation control systems. The Contractor shall be responsible for programming all standalone irrigation controllers.
- For changes to irrigations schedules controlled by the Central Irrigation Computers (Ivfaxicom) and any future cloud-based smart irrigation control systems the Contractor shall submit proposed irrigation schedules or a request to change a. schedule to the CROA Representative and the Celebration Community Development District Representative, two (2) days in advance of the needed change. The CROA Representative, using information provided by the Contractor, shall ensure the schedules are updated by the CCDD by the date requested.
- The Contractor shall perform inspections and repairs of all irrigation systems within contracted sites on the following schedule:

Please sign acknowledging. Signature: 

### Service Areas Inspection/Reports

- Irrigation inspection reports are to be completed One (1) time per month October - February & two (2) times month March – September. Detailed inspection report must be emailed to the CROA representative on the date that the inspection is completed.
- All inspections shall be included in the calendar work schedule submitted monthly.
- The Contractor shall be responsible for programming each non-centralized irrigation controller to run only on assigned watering days as required by the Enterprise Community Development District (ECDD). Failure to do so shall result in a penalty of \$100 per occurrence per irrigation controller for those observed to not be programed as required.
- CROA shall have final determination as to the appropriate programming of the Irrigation Controllers. Upon discovery, the Contractor shall immediately report any irrigation system malfunctions, vandalism or damage to the CROA representative. The Contractor shall be responsible for necessary repairs to irrigation controllers.
- The CROA Representative shall inspect and confirm any proposed repairs to irrigation controllers prior to commencement.
- The Contractor shall furnish CROA with copies of all invoicing and associated inspection report, with location, pricing and quantities listed, for all irrigation system repairs. Invoice and inspection reports must indicate the exact location of the repairs, the controller and valve number to be considered for payment.

### IRRIGATION SPECIAL PROVISIONS - WATER MANAGEMENT

- Contractor shall keep all controllers in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance.
- Contractor shall keep all controller enclosures in good working order. This includes cleaning door panels, vacuuming interiors, pest prevention-eradication, lubrication of hinges, locks, etc. Contractor is responsible for always securing the controller cabinet door.
- Contractor shall adjust all aspect of the irrigation systems to:
  - Provide optimum coverage of all landscaped areas.
  - Prevent or minimize runoff and/ or erosion.
  - Prevent or minimize water on roadways.
  - Match precipitation rates of all nozzles/heads.
  - Prevent, eliminate and/ or limit hazardous conditions.
  - Prevent "flood irrigation"; over irrigating one area to account for coverage deficiency in another area.



## Celebration Residential Owners Association (CROA)

- All system malfunctions, damage, and obstructions shall be recorded, and timely corrective action taken in addition to specified routine irrigation system testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported; daily, if needed.
- Contractor shall correct deficient irrigation systems and equipment as necessary following notification from the CROA Representative.
- Contractor shall notify the CROA Representative immediately any time an irrigation system is shut down for any reason.
- The Contractor shall have full responsibility to ensure watering requirements are met within each CROA site. Contractor's forces shall be capable of performing repairs, installations, and modifications of existing irrigation systems to adequately irrigate all landscaped areas.
- The Contractor must ensure that sprinkler heads are in good operational order, filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, nozzle and filter replacements shall be considered as included in the contract price and no additional compensation shall be allowed.
- All electrically operated valves shall close completely at the conclusion of the station-watering program. As needed, valves shall be cleaned, repaired and/ or replaced promptly to restore proper operation. As part of the base bid, valve boxes shall be kept clean of sand, debris, and silt to a depth of 2" below the bottom of the valve.

Please sign acknowledging. Signature: \_\_\_\_\_

### MATERIALS

- All replacement materials shall be original types and model materials unless a substitute is approved by the CROA Representative. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems. Contractor shall implement repairs in accordance with all warranties.
- Cost of materials invoiced to CROA, if not listed on the unit price sheet, shall be the Contractor's actual cost plus a maximum 15% markup. Labor shall be considered as included in total contract price and no additional compensation shall be allowed. All parts and material invoices must include a copy of the irrigation inspection report specific to each project category location.
- The cost of all replacement materials will be broken down and given in the contract that is submitted in the price of the proposal and shall remain the price given during the contract period.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### DISASTER/ EMERGENCY PLAN

- When a Hurricane Warning has been issued for the Central Florida area, the Contractor must turn off all irrigation systems immediately as directed by the CROA Representative. This is to include weekends and holidays. Once the Hurricane threat has passed, the Contractor shall ensure all irrigation systems are fully operational within 48 hours as directed by the CROA Representative.
- In the event of a declared emergency or disaster, Contractor shall provide debris removal services. Prior to mobilization for debris removal activities, Contractor shall provide CROA, in writing, hourly rates for personnel and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. (Contracted hourly rates will be included during the RFP process and effective during the contract period).
- Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- Disaster Recovery Assistance Services shall not exceed seventy (70) hours for each declared emergency/ disaster.
- Contractor shall maintain and supply CROA all the necessary and adequate documentation on all emergency/ disaster-related services to support reimbursement by other local, state, or federal agencies. (Including before and after pictures).
- CROA reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. CROA will not be held responsible for any loss incurred by Contractor because of CROA's election to terminate these activities pursuant to this paragraph.
- Once declared by the county that it is no longer under a hurricane, tropical storm and tornado warning, contractor must communicate with the CROA representative of when work will commence. Any fallen trees/debris that are causing a safety hazard or obstruction must be removed immediately.

Please sign acknowledging. Signature: \_\_\_\_\_

### INSURANCE; INDEMNIFICATION

- Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:
- Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and
- Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.
- All such insurance required shall be in companies and on forms acceptable to CROA and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to CROA. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to CROA. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.





## Celebration Residential Owners Association (CROA)

- Contractor shall defend (if requested by CROA), indemnify and hold CROA and its officers, directors, agents, employees and assigns harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement; or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

Please sign acknowledging. Signature: 

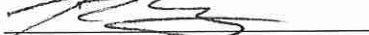
### **COURTYARDS**

- Some Townhomes in the Service Areas have maintenance that includes all the gated courtyards “unless the homeowner has requested, or the gated area is locked”. Many homeowners have installed pavers in most of the yard but any landscape in the ground must be maintained per this scope
- It is of importance that the landscaping crews close all gates once they have completed all service in the courtyards, ensure that the gate has securely latched.

Please sign acknowledging. Signature: 

### **HOMEOWNER REQUESTS/INSTRUCTIONS**

- Owners may ask for special care at their properties. We generally ask that any requests go through the Service Area Committee or the CROA office so there is maintenance consistency. CROA staff will confirm any requests or concerns for alternate maintenance of a unit.

Please sign acknowledging. Signature: 

I BRYAN CAUSK Have read the scope of work in its entirety and acknowledge and understand the guidelines and specifications that are required.

Signature 

Date 11/15/2022

EXQUISITE  
LAWN CARE  
407-719-5944

52 Riley #402  
Celebration, FL 34747  
(407) 719-5944

[brian@exquisitelawncafe.com](mailto:brian@exquisitelawncafe.com)

CROA 11/15/2022

To whom it may concern,

We are pleased to have the opportunity to bid on multiple areas for CROA. We appreciate the opportunity to provide you with information about our company, staff and experience.

We are a family-owned company, and since purchasing Exquisite Lawn Care in 2010 have continually grown the company. I have previously worked for Isleworth, Seaworld, and Universal Studios as a Horticulturist and Lead Horticulturist. I have also held the position of Account Manager with a larger commercial maintenance company. I hold a Trade Certificate with Valencia Community College in Horticulture, am a Certified Florida Friendly Landscape Professional, and also currently certified as a Horticulture Professional with the FNGLA. Most of my experience is with managing larger commercial lawn maintenance accounts and commercial landscaping projects much like the service areas.

We have extensive knowledge in Celebration covenants and requirements. We currently have a healthy mix of commercial and residential properties inside Celebration, the majority with long-standing contracts or agreements as we do not hold contracts with our single-family residence accounts, many we have had since 2010. Our staff and teams are dedicated and knowledgeable and take great pride in their work. We are consistently complimented on their friendly demeanor and polite mannerisms.

Irrigation will be handled by our company. Our irrigation team will be ready to handle any problems that arise quickly and efficiently. Pest control including fertilization will be handled by either TruGreen or Pest Patrol and overseen by their general manager and myself. Both TruGreen and Pest Patrol have been operating in Celebration for many years. Arboriculture will be handled by our team or with PTC Tree Work for larger scale pruning. We introduced PTC to Celebration back in 2010 and their reputation and workload has only grown since then. Recently, both TruGreen and PTC have been helping us turn around the many neighborhood parks in Celebration, and we look forward to continuing to improve these areas over the next 3 – 5 years.

Please feel free to contact me with any questions, comments, or concerns.

Sincerely,



Brian Causey



# Celebration Residential Owners Association (CROA)

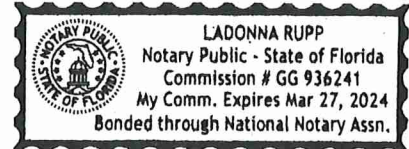
## CONTRACTOR'S AFFIDAVIT

State of Florida  
County of Osceola

Before me personally appeared Brian Causey who (title) is GM of (the company described herein) being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by CROA deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known or Produced Identification Florida Driver License

Sworn to and subscribed before me this 16 day of November, 2022



[Signature]  
NOTARY PUBLIC - STATE of FLORIDA  
(Signature of Notary Public)

Ladonna Rupp  
(Print Name of Notary Public)

*This document must be completed and returned with your Submittal*

## BID RESPONSE FORM

Company Name: JRSR LLC DBA Exquisite Lawn Care Contact: Brian Causey  
 Email: brian@exquisitelawncare.com Phone: 407 719 5944

I Brian Causey, on behalf of Exquisite Lawn Care, submit the following bids as indicated below:

Please provide a bid price for the following items:

- Total price per calendar year of contracted services
- Pricing Worksheet (example attached)

**NOTE(S):**

When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in CROA's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.


All price information to be used in the RFP evaluation must be on this proposal form.

CROA reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

*"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully regarding all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with CROA in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor, and service necessary to complete the work covered by the RFP and Contract Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.*

*Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP."*

Executed by:

Brian Causey	General Manager		11/15/2022
Agent Name	Title	Signature	Date

***This document must be completed and returned with your Submittal***



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Southern Insurance Group, Inc.</b> 1230 Oakley Seaver Drive, Suite 200 Clermont, FL 34711 License #: A133350	CONTACT NAME: <b>Cooper Johnson</b>	FAX (A/C, No): <b>(352)243-7000</b>	
	PHONE (A/C, No, Ext): <b>(352)243-9000</b>	E-MAIL ADDRESS: <b>cooper@insurewithsouthern.com</b>	
INSURED <b>JRSR LLC</b> DBA Exquisite Lawn Care 6905 Greengrove Blvd Clermont, FL 34714-8364	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Auto Owners Insurance</b>	<b>10190</b>	
	INSURER B: <b>Auto Owners Insurance</b>	<b>18988</b>	
	INSURER C:		
	INSURER D:		
	INSURER E:		

## COVERAGES

CERTIFICATE NUMBER: 80262724-781993

REVISION NUMBER: 32

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			72234538	02/27/2022	02/27/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> Hired/Non-Owned \$ <b>1,000,000</b>
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5164137900	04/26/2022	04/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Celebration Residential Owners Associations</b> <b>C/O Grand Manors</b> <b>P.O. Box 803555</b> <b>Dallas, TX 75380</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

(CWJ)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/15/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER AP INTEGO INSURANCE GROUP 375 Woodcliff Drive Suite 103 Fairport, NY 14450	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A : NorGUARD Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Exquisite Lawn Care Exquisite Lawn Care 52 Riley Rd # 402 Celebration, FL 34747-5420		

**COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 0 \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	JRWC302749	07/19/2022	07/19/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Employees: Full Time: 6; Part Time: 6    Governing Class Description: LAWN MAINTENANCE-COM'L OR DOMESTIC  
 Exclusions:  
 Sven Rasmussen, Member;

**CERTIFICATE HOLDER**

Celebration Residential Owners Association  
 C/O Grand Manors  
 P.O. Box 803555  
 Dallas, TX 75380-3555

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: *David H. Smith*

## SPRING LAKE TOWNHOMES

Vendor	Annual cost Bid
Benchmark Landscaping	\$84,280.00
Greenleaf Landscaping	\$81,500.00
Prince & Sons Inc.	\$102,072.00
Ground Guys Landscaping	\$0.00
TRIMAC Outdoor	\$98,396.00
Action Environmental Services Florida	\$45,862.00
Exquisite Lawncare	\$78,808.00
Exquisite Lawncare Option #2	\$112,140.00
Exclusive Landscape Group	\$59,955.00
Total Sqft	

Current Contract

# Action Item – Consent Agenda A14

## Spring Lake Gardens Landscaping Contract



## Action Item – Consent Agenda A14

<b>Motion Subject:</b>	New Landscaping contract for Spring Lake Gardens
<b>Funding Source:</b>	Spring Lake Gardens -Service Area Operations Budget
<b>Budgeted Amount:</b>	2023 \$172,297.36
<b>Bids Received:</b>	Benchmark Landscaping \$121,250.00 Prince and Sons \$191,829.00 Trimac Outdoor \$122,006.00 Action Environmental Services \$45,862.00 Exquisite Lawncare \$175,985.00 Annually/Monthly \$14,665.41 Greenleaf Landscaping \$120,500.00 Exclusive Landscaping \$149,800.00
<b>Rationale:</b>	The Spring Lake Gardens committee has chosen Exquisite Lawncare as their landscaping provider starting 01/01/2023 to 12/31/2026. When completing the budgets for 2023, mulch was placed separate from the monthly maintenance, all contracts include the mulch.
<b>Management Recommendation:</b>	Management recommends that Exquisite Lawncare is awarded the landscaping contract for Spring Lake Gardens
<b>Motion on Agenda:</b>	Motion to approve New Landscaping Contract for Spring Lake Garden Homes with Exquisite Landscaping in the amount of \$14,665.41- Service Area Operating Fund.



Natalie Mower &lt;natalie.mower@grandmanors.com&gt;

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## Spring Lake Garden Homes Response to RFP

---

**Bette Zippin** <bzippin@gmail.com>

Thu, Dec 8, 2022 at 6:48 PM

To: Rose Vazquez &lt;rose.vazquez@grandmanors.com&gt;, natalie mower &lt;natalie.mower@grandmanors.com&gt;

Cc: Joe Silva &lt;jssilvajr@comcast.net&gt;, Celia McFadden &lt;celia.mcfadden@townhall.celebration.fl.us&gt;

Rose and Natalie,

I guess it is only reasonable for us to go along with the other areas in Spring Lake.

Spring Lake Garden Homes chooses **Bid #1 for \$175,985** with the following to be included in the contract price:

### MULCH

1. All plant beds and tree rings shall be maintained with an adequate and neat layer of Cocoa Brown Hardwood Mulch and shall not exceed 3" in depth. Mulching shall occur during the months of October/November .
2. Contractor shall replenish mulch to above guidelines during April/May at specific locations in need.
3. Contractor will replenish mulch where disturbed due to mowing operations such as edge of landscape beds and tree rings. This shall have performed at no additional cost to CROA.
4. Care should be taken during mulching to not cover landscape lighting, valves, junction boxes or other structures and components.
5. Care shall be taken to avoid piling mulch around the plant crowns or trunks.

### PLANT BED CARE

1. Hand weeding of garden beds around home and in patio areas in April, September and December.
2. Spraying for weeds at least once per month in January, February, March, May, June, July, August, October and November.
3. At no time should weeds be allowed to grow higher than the plants around it.

These two additions would address the major concerns of our residents and would keep us within our proposed budget. We look forward to the plant palette under development by Brian Causey and the improvements it will bring to all of Spring Lake.

Thank you for all your hard work in getting the best landscaping solution for our Service Area. With all three areas under the same contractor, all three areas will have a coordinated approach to the landscaping for Spring Lake. We look forward to welcoming two new member of the Spring Lake Garden Homes Service Area Committee.

Bette Zippin

**Bette H. Zippin**  
**1557 Resolute Street**

**Celebration, FL 34747**  
954 328-9484  
[bzipin@gmail.com](mailto:bzipin@gmail.com)

On Dec 8, 2022, at 5:57 PM, Rose Vazquez <[rose.vazquez@grandmanors.com](mailto:rose.vazquez@grandmanors.com)> wrote:

Hi Betty, sorry I missed your call.  
I was at the meetings with the Landscapers.

I wanted to let you know that Spring Lake Townhomes have selected Brian Causey ( Exquisite Lawn Care) as their new Landscaping Company.  
We have chosen him for the Common Areas.

Thank you.

Have a great evening.

Respectfully,

**Rose Vazquez**

*Onsite Service Area Manager*

851 Celebration Avenue • Celebration, FL 34747

[www.GrandManors.com](http://www.GrandManors.com) • [www.celebration.fl.us](http://www.celebration.fl.us)

p: (407) 566-1200 x232 • f: (407) 566-1210





On Thu, Dec 8, 2022 at 3:30 PM Natalie Mower <[natalie.mower@grandmanors.com](mailto:natalie.mower@grandmanors.com)> wrote:

**Natalie Mower**

*Celebration Community Manager*  
851 Celebration Ave. • Celebration, FL 34747  
[www.celebration.fl.us](http://www.celebration.fl.us)  
p: (407) 566-1200 x205 • f: (407) 566-1210



On Thu, Dec 8, 2022 at 3:24 PM Bette Zippin <[bzippin@gmail.com](mailto:bzippin@gmail.com)> wrote:

Bette  
954-328-9484



*Celebration Residential Owners Association, Inc. (CROA)*



**Celebration Residential  
Owners Association**  
Landscaping Scope of work Service Areas  
**EXHIBIT A**

Issued by:

**CELEBRATION RESIDENTIAL OWNERS' ASSOCIATION, INC. (CROA)  
BOARD OF DIRECTORS**

851 Celebration Avenue  
Celebration, FL 34747  
CELEBRATION.FL.US  
407-566-1200

**Date Issued: November 3<sup>rd</sup>, 2022**



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*Celebration Residential Owners Association, Inc. (CROA)*

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CONFIDENTIAL

Scope of work consists of complete landscape, turf, irrigation, and specialty maintenance of residential service areas within



## Celebration Residential Owners Association, Inc. (CROA)

Celebration. The work consists of turf maintenance, weeding and edging of ground cover, preventing, and controlling weeds in turf, planters, and hardscape areas, trimming of shrubs, application of pesticides, hardscape areas, litter collection and disposal. A separate document will be attached with the replacement price of materials and labor. The CROA representative that is stated in the below document consists of GrandManors or Management company's Service Area Manager, Service Area Administrative Assistant, Community Manager, Operations Manager and or any other employee of GrandManors or Management company.

**Please sign to acknowledge that you have read item and understand each item in its entirety.**

- CROA reserves the right to award contracts for all work which requires a separate bid process based upon the nature of the work and its anticipated costs.

Please sign acknowledging. Signature: \_\_\_\_\_

- Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of all turf, plant material, beds, planters, hardscape, and irrigation systems. A report listing all items which do not meet the specifications of this Scope of work must be submitted to the CROA Service Area Representative of GrandManors.

— Please sign acknowledging. Signature: \_\_\_\_\_

- Deficiencies noted within the report will be reviewed by the CROA Representative for verification and actions required. Upon approval by the CROA Representative, either the deficiencies will be corrected or documented to not become the responsibility of the Contractor to address without additional compensation.

Please sign acknowledging. Signature: \_\_\_\_\_

- After the thirty (30) day audit period has expired and for the duration of the contract, Contractor shall assume responsibility for all unreported maintenance deficiencies, including materials and labor.

Please sign acknowledging. Signature: \_\_\_\_\_

### WORK SCHEDULE

- The Contractor shall accomplish all normal work required under this contract between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday, excluding holidays. The CROA Representative may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions shall be commenced before 8:00 a.m. and after 7:00 p.m. Work will be scheduled so that it will not disrupt the functions and normal day-to-day operations of the parks and the areas located within them. No work will be performed on weekends without prior written approval of the CROA Representative.

Please sign acknowledging. Signature: \_\_\_\_\_

- The Contractor shall provide the CROA Representative with a monthly calendar of work schedules 5 days prior to the 1st day of each month. Schedules must include the name of the Supervisor(s) who will oversee the work performed, and the telephone number(s) by which to contact him/her.

Please sign acknowledging. Signature: \_\_\_\_\_

- The work schedules must reflect adequate time for completion of all routine work activities on a daily, weekly,





## Celebration Residential Owners Association, Inc. (CROA)

and monthly basis, as well as seasonal work activities on an annual basis which comply with the specification requirements indicated throughout this document. **The schedule shall also indicate any special work assignments i.e., pesticide application, tree trimming, plant / turf replacement, mulching, etc.**

Please sign acknowledging. Signature: [Signature]

- Failure to submit schedules within the time frame specified shall result in a penalty of \$100 per occurrence, per schedule for each calendar day until schedules are received.

Please sign acknowledging. Signature: [Signature]

Contractor shall complete all work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor and approved by the CROA Representative. **All scheduled work NOT completed during the week scheduled shall be reported to the CROA Representative in writing by 4:00 PM Friday of the same week.**

Please sign acknowledging. Signature: [Signature]

### TERM OF CONTRACT

- The term of this Agreement shall be January 1, 2023, through December 31, 2026, with the option to renew for two (2) additional one (1) year periods. The prices proposed by the Contractor shall remain fixed and firm for the duration of the Agreement.

Please sign acknowledging. Signature: [Signature]

- Prior to each renewal period, Contractor will be evaluated based on their performance.

Please sign acknowledging. Signature: [Signature]

- 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 landscaping systems as outlined within this scope.

Please sign acknowledging. Signature: [Signature]

- The following specifications are set as the minimums to achieve the desired healthy and attractive landscaping within the community. **“Please find the landscaping guidelines attached”.**

Please sign acknowledging. Signature: [Signature]

## OPERATIONS AND COMMUNICATIONS



**SITE CLEANLINESS AND CONDITION**

- 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.
- Cleanup of trash and debris shall be performed on all workdays throughout the year.

Please sign acknowledging. Signature: [Signature]

**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.

Please sign acknowledging. Signature: [Signature]

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

Please sign acknowledging. Signature: [Signature]

**MEETINGS**

- **The Contractor shall meet with the CROA Representative on a weekly basis.** Such meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving such issues, review of schedule and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the CROA Representative or the Contractor. **The CROA Representative shall provide the location, date, and time of meeting.**

Please sign acknowledging. Signature: [Signature]

- Contractor shall provide a representative to attend the monthly meeting of the CROA Board of Directors meetings and shall be able to respond to any questions the Board may have as to the day-to-day activities at the project site pursuant to this scope of work.

Please sign acknowledging. Signature: [Signature]

**QUALITY CONTROL**



## Celebration Residential Owners Association, Inc. (CROA)

- The CROA Representative, or his designated representative, shall be the sole judge as to the adequacy and quality of maintenance. To ensure consistent quality of the work being performed, the **CROA Representative may inspect all areas covered by this contract while or after work is scheduled to be performed.** Any deficiencies shall be recorded and submitted to the Contractor for review and corrective action. Within the three (3) workdays, the CROA Representative shall re-inspect the deficient area and any deficiencies not corrected shall result in the value of the work deducted from the monthly payment to the Contractor. The bid prices quoted by the Contractor unit pricing and/ or Extra Work Pricing Sheets shall be used to determine the dollar value of any deficiencies.

Please sign acknowledging. Signature: \_\_\_\_\_

- Within three (3) workdays (72 hours) after being notified by the CROA Representative in writing of defective or unacceptable work, should the Contractor fail to correct such work, CROA may authorize the unacceptable or defective work to be corrected. If CROA corrects the work, CROA shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work including an administration fee per occurrence. If the corrective work cannot reasonably be completed within such three (3) day period, and the Contractor had begun corrective work, and CROA reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, CROA agrees to allow Contractor to complete correction of the defective or unacceptable work beyond the three days.
- As this scope of work is for residential properties, it is required that more attention to detail will be given to each service area.
- The Contractor will make weekly in-person visual reviews of the entire site with focus on current conditions and the Contractor's performance. The Contractor will make any needed repairs and immediately.

Please sign acknowledging. Signature \_\_\_\_\_

### REPORTS

- A weekly maintenance report shall be generated by the Contractor and submitted via email to the CROA representative outlining potential problem areas and the contractor's proposed corrective action, upcoming work approval requests, coordination, scheduling, etc. **These will be due each Friday by 9:00 AM, so the service area manager can send the report to the community by end of day each Friday.**
- The contractor shall address and respond to all Celeservice postings, as submitted by residents and staff during daily work hours, provide updates utilizing the Celeservice App.

Please sign acknowledging. Signature \_\_\_\_\_

### SUBCONTRACTING

- The Contractor may subcontract certain procedures or operations only with the written approval of CROA. Proof of proper licensing and insurance must be provided to CROA prior to final approval. The Contractor is held responsible for any work performed by any subcontractor engaged.

Please sign acknowledging. Signature \_\_\_\_\_

### WORKFORCE



**Celebration Residential Owners Association, Inc. (CROA)**

- The Contractor employees shall be dressed in a uniform fashion with company identification. Vehicles as well should be clearly identified. A professional appearance should be maintained.

Please sign acknowledging. Signature: [Signature]

- Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors always.

Please sign acknowledging. Signature: [Signature]

- 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 CROA hereby acknowledges that the Contractor only employs individuals who are legally authorized to work in the United States the Contractor employ individuals who are not legally authorized to work in the United States, it is understood that CROA 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.

Please sign acknowledging. Signature: [Signature]

**KEYS/ACCESS CARDS**

- CROA will issue such keys and access cards as necessary for access to the work area. Contractor must assume full responsibility for theft or loss of said keys and cards and must pay for re-keying ALL locks operated by these keys or the replacement cost for access cards. Keys must not be duplicated.

Please sign acknowledging. Signature: [Signature]

**LOST&FOUND**

- The contractor must ensure that articles found by its employees and/ or sub-contractors are returned to the CROA Representative or Town Hall upon discovery.

Please sign acknowledging. Signature: [Signature]

**PARKING**

- Contractors' 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.

Please sign acknowledging. Signature: [Signature]

**SUPERVISION**



## Celebration Residential Owners Association (CROA)

- The Contractor shall provide supervision of all maintenance and or repair work being performed during the time of service” no exceptions”. Supervisors shall be able to communicate problems to the CROA Representative at any time and shall be always easily accessible to the Representative by cell phone. CROA shall be notified of any change in supervisory personnel.

Please sign acknowledging. Signature: \_\_\_\_\_

- A monthly walk through with the CROA Representative and contractor shall be performed to cover work being accomplished, special needs or concerns, and other related information. If needed, additional supervision or a change of supervisory personnel will be requested should contract performance fall below the acceptable standard.

Please sign acknowledging. Signature: \_\_\_\_\_

### ADDITIONAL WORK

- From time-to-time additional work may be requested of the Contractor by the CROA Representative. A cost estimate, schedule, and other determining information may be required before approval of work is granted. Each situation will be considered on a case-by-case basis. All additional work shall be completed according to approved schedule.

Please sign acknowledging. Signature: \_\_\_\_\_

### CHANGES

- It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications, or as amended by the CROA Representative. 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 CROA Representative. CROA does reserve the right to deny 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.

Please sign acknowledging. Signature: \_\_\_\_\_

### SATISFACTORY PERFORMANCE

- It is estimated that the frequency and guidelines set forth in this scope 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.
- 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 may be replaced at the CROA Representatives direction at no additional cost to the Contractor. Any reported damage should be reported to the CROA Representative in the weekly report.
- Any damage to walls, landscape, lighting, fencing, resident belongings, or hardscape features by the Contractor shall be repaired by the appropriate tradesmen initiated though the CROA Representative so all warranties remain effective. All billing for said repairs will be directed to the Contractor responsible for said area and cost of repairs.



## Celebration Residential Owners Association (CROA)

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- The Contractor will be graded on a scale from 1-3 where 0 is "Unacceptable" and 3 is "Excellent". If the Contractor scores below a two on a weekly audit, they have three business days to fix the unacceptable item. If the contractor scores an overall two or lower three times during the contract, an action plan of correction will be required and could lead to cancelation of contract. "Please find the inspection form utilized attached".

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

### MAINTENANCE FOR VISIBILITY AND SAFETY

- All landscaping shall be maintained in a manner that allows clear passage of vehicles in all roadways and pedestrians along sidewalks and designated pathways, provides open visibility where necessary for safety, and does not obstruct lighting or signage.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- Clear visibility in both daytime and nighttime is of the utmost importance for parking areas, driveways, and at intersections of all types.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- Trees and shrubs shall not be allowed to grow into or over sidewalks, cart paths, public or private streets, driveways, alleyways, or parking areas in any way that conflicts with the safe passage of pedestrians and vehicles.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- A minimum of ten (10) feet vertical clearance shall be maintained. This shall be increased to fifteen (15) feet on all streets where necessary for the passage of taller vehicles, such as vans, buses, emergency vehicles or trucks-in areas which must be accessed by such vehicles.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- In general, hedges and shrub masses shall be maintained at a maximum height of three (3) feet in all areas where views must be maintained for safety of vehicular and pedestrian traffic Contractor must visually inspect the site (doing so on a routine basis) to determine whether safe visibility requires maintenance at a lower height, in any given situation.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- Individual plants or specimens which do not specifically impede safe visibility may conform to the other applicable standards of these specifications provided in the Celebration Landscaping Architectural guidelines. Trees near light poles shall be maintained as they grow to avoid impeding safe light levels, to the greatest extent possible.


Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*


- Pruning of all landscaping shall comply with the proper techniques based on the type of plant material. But in all cases, ensuring safe visibility shall be the prevailing objective.  
Prune and maintain all-natural vegetation back five (5) feet or more from edge of turf, sidewalks, fence lines and parking areas.



## Celebration Residential Owners Association (CROA)


Please sign acknowledging. Signature: 

- Where natural wooded areas adjoin the finished turf areas and landscape beds, a buffer zone of at least three (2) feet shall be maintained with herbicide and or mechanical means.

Please sign acknowledging. Signature: 

### TURF MAINTENANCE

- Appropriately sized equipment shall mean the use of 22" – 32" commercial push mower for areas within all fenced yards and for all turf areas which are less than (4') four feet in width. This requirement will be strictly enforced.

Please sign acknowledging. Signature: 

### BAHIA, ST. AUGUSTINE & ZOYSIA TURF

- Mowing of all Bahia, St. Augustine and Zoysia turf areas shall be performed on a weekly basis during the normal growing season (March through October). During the months of November through February 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 always promote healthy and continued growth as well as proper appearance.
- Zoysia grass should be mowed with a walk- behind- mower with a bag to collect clippings which is better and actually quicker in the small spaces than a rider.


Please sign acknowledging. Signature: 

### BERMUDA TURF

- Bermuda turf shall be cut two (2) times per week during the months of March through October and one (1) time per week November through February unless abnormal conditions arise. The turf shall be mowed at a frequency to always promote healthy and continued growth as well as proper appearance.

Please sign acknowledging. Signature: 

- **REEL mowers MUST be used to maintain Bermuda Turf. Any exceptions to this requirement must have prior approval if the CROA Representative.**


Please sign acknowledging. Signature: 

- Mowing patterns shall be varied to minimize wear areas from tires and slippage.
- Mowing height shall be based on season and what is horticulturally correct for turf type and location. Please see chart below.

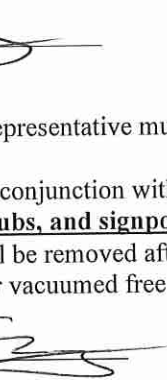


# Celebration Residential Owners Association (CROA)

Turf Type	Height (inches)	Frequency (per year)	Mower Type
Bahia grass	3.0 - 4.0	42	Rotary
Bermuda grass	0.5 - 1.5	88	Reel
St. Augustine grass	2.5 - 4.0	42	Rotary
Zoysia grass	1.5 - 2.5	42	Rotary


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- If a change in height of cut is considered, the CROA Representative must approve such change, in writing, prior to any height adjustment.
- 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, and signposts due to the use of line trimmers is not acceptable**
- 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.


Please sign acknowledging. Signature: 

## 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, parking lot islands or residential yards by the mowers.


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- In areas with parking lots associated with the landscape maintenance, leaves and debris are to be either raked or removed with a vacuum. **Leaves are not to be blown into landscape beds or down storm drains.** If the condition of turf declines due to failure to remove accumulated leaves in a timely manner, the Contractor is responsible for replacing **the turf**.
- Leaves are to be blown away from the structure of the homes and not blown towards the homes causing buildup in the hedges, landscaping beds or on porches.

Please sign acknowledging. Signature: 

## LEAVES -SEASONAL

- The months of **December through April** leaves, acorns and debris must be removed from all landscape beds, turf, and hardscape at all Service Areas on Friday and Tuesday basis each week. The curbs and streets adjacent to each location are included as part of this scope. Removal by vacuum is preferred however, raking, blowing and manual removal will be allowed. No Leaves are to be left in landscaping beds, turf, sidewalks, and roads.

Please sign acknowledging. Signature: 

## EDGING

- All necessary edging operations shall be performed routinely to trim the turf and maintain a well-groomed appearance for all






## Celebration Residential Owners Association (CROA)

sidewalks, curbs, plant beds, drainage structures, irrigation valve boxes, splice boxes, gate valve boxes, water meter boxes, and other such interfaces between turf and different surfaces.

- Bed lines shall be edged to conform to their original design intent, with adjustments being made periodically for the plant growth.
- Edging shall occur in conjunction with each mowing cycle. Grass runners shall not exceed one inch in length along sidewalks, curbs, pavements, planting beds, and other such edges.
- Upon completion of edging operations, the turf edge shall be neat, clean, and approximately 1/2 inch from the edge of any pavement, with a minimum depth of 2 inches.
- All paved areas and mulched beds shall be free of dirt, clippings, and debris after work is completed.

Please sign acknowledging. Signature: 


### DISEASE AND PEST CONTROL

- All turf varieties shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists. Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.
- Fertilizers and chemicals should be kept off walls of homes to avoid stains


Please sign acknowledging. Signature: 

### WEED CONTROL

- 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 (90%) weed free turf shall be expected.

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- 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.
- If the use of chemicals is not working in landscaping beds, it will be required to hand pull weeds as needed.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

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### FERTILIZATION – TURF

- A soil fertility and pH test shall be performed by the Contractor twice a year January and June from several representative areas in the turf and landscape beds at all locations to help determine the analysis of the product to use in the fertilizer application programs. Copies of these test results must be provided to CROA, with tested locations each time they are




## Celebration Residential Owners Association (CROA)

performed.

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### ST. AUGUSTINE & ZOYSIA

- There should be a minimum of four (4) applications of a complete, acid-forming turf fertilizer applied to Zoysia and St. Augustine turf per year.
- February (After February 15th): (Zoysia and St. Augustine) A standard non-burning complete turf fertilizer containing a minimum of 30% to 40% of the Nitrogen in a controlled release form such as sulfur coated, or polymer coated sulfur coated urea. There should be a minimum of 4% Iron, 6% sulfur, and 2% each of Magnesium and Manganese. A lesser amount of Iron will be acceptable if it is in a chelated form. The fertilizer shall be applied at 1 pound of actual Nitrogen per 1000 Square feet of turf.
- May: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- August: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- October: (St. Augustine) Analysis should be determined by soil test results and recommendations.
- November: (Zoysia) Analysis should be determined by soil test results and recommendations.
- If these recommendations fail to keep the turf a consistent acceptable green color, a soil test should be performed, and the fertilizer blend adjusted accordingly. If the fertilizer does not keep the turf an acceptable green color between applications during the growing season, it may be necessary to provide an extra application of Nitrogen and/ or Iron to provide suitable color and may be requested by the owner. This will not be considered an extra to the contract.
- All turf fertilizers should be watered immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Contractor will also be responsible for sweeping or blowing fertilizer off all walkways, parking lots, roadways, and any affected paved area such as residents' porches. Special attention should be taken to ensure that fertilizer does not enter any stormwater retention or drainage feature.

Please sign acknowledging. Signature: 

### BAHIA TURF

- There should be two applications of complete commercial turf fertilizer to Bahia grass areas per year.
- March: A standard, non-burning complete turf fertilizer such as 16-0-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product)
- September: 9-2-24 with 6% iron, 8 to 10% Sulfur, and 2% each of Magnesium and Manganese at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product) This will help with winter cold tolerance.
- If yellowing occurs in between fertilizer applications, a liquid application of 12-0-0 with iron at the label rate, or another chelated iron source should be applied.
- All chemical applications shall be performed by trained, licensed operators in accordance with applicable local, state, and federal regulations, safety standards, and the manufacturer's instructions.
- All fertilizer shall be thoroughly watered in after application.

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### BERMUDA TURF - HIGH" DEMAND MAINTENANCE SCHEDULE



## Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
1	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
2	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
2	0-0-50 Potassium Sulfate	150Lbs/ Acre
2	Pre-Emergent	Per label rate full coverage
3	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
3	Round-up clay areas and fence lines	
3	Weed control post-emergent	Per label rate full coverage
4	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
4	Round-up clay areas and fence lines	2% Solution
4	Deep Tine Aerify	
4	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
4	Verti-cut	3/4"deep with 2" spacing
4	Chelated Iron 12-0-0	
5	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
5	Round-up clay areas and fence lines	2% Solution



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Month	Description/Product	Rate/Acre
6	0-0-50 Potassium Sulfate	150lbs/Acre
6	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
6	Aerate 3/4" coring tines 3"-4" deep	
6	Weed control post-emergent	Per label rate full coverage
6	Round-up clay areas and fence lines	2% Solution
6	Heritage Application	Per label rate full coverage
7	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
7	Round-up clay areas and fence lines	2% Solution
8	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
8	Round-up clay areas and fence lines	
8	Pre-M	Per label rate full coverage
8	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
9	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
9	0-0-50 Potassium Sulfate	150Lbs/ Acre
9	Round-up clay areas and fence lines	2% Solution
9	Aerate 3/4" coring tines 3"-4" deep	
9	Weed control post-emergent	Per label rate full coverage
10	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
10	Round-up clay areas and fence lines	2% Solution
11	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	Round-up clay areas and fence lines	2% Solution
12	Deep Tine Aerify	

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## Celebration Residential Owners Association (CROA)

### GROUND COVER AND SHRUB MAINTENANCE

#### SHRUBS

(Indian Hawthorn, Holly, Viburnum, Boxwood, and similar woody ornamentals)

- These shrubs shall be pruned only as necessary to maintain their natural habit and growth at specified heights, to remove excessive growth, and to maintain a natural, informal appearance. Individual plants shall be allowed to grow together into one mass, never shaped as individual plants.
- As the shrubs mature, individual plants should not be apparent; plants shall be allowed to grow together in a “soft”, informal, and un-sheared mass.
- At no time shall any shrubs be allowed to impede safe visibility for pedestrians and vehicles.
- Maintain most shrubs in pedestrian and parking areas for safety and visibility, usually about 36" +/-, but always as dictated by the circumstances in any specific location. Where larger shrubs are used for screening of specific features, their ultimate heights shall be dictated by the purpose for which they have been used in the plan, and they shall be allowed to reach the effective height and density necessary to serve that purpose. In no instance, however, shall any shrub be allowed to obstruct visibility for traffic and pedestrian safety.
- Use hand clippers to remove odd, long, or undesirable branches, keeping the shape natural and uniform. Do not prune masses into geometric forms by hard shearing.
- Per Celebration ARC guidelines, Hedges must be trimmed below the windowsills and below decorative trim along the top of the walls; Exceptions might include garage windows which are too close to the ground.
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12”.

Please sign acknowledging. Signature: \_\_\_\_\_

#### HERBACEOUS "GRASSY" SPECIES

(Society Garlic, Lily-of-the-Nile, Liriope, and similar species)

- These groundcovers shall be allowed to grow to their natural height and width; pruning is not necessary. Cultivate to achieve dense mass; maintain separation between groundcover and adjacent plant materials.
- Spent flower heads shall be removed regularly, as required for best appearance.
- If more than 50% of a plant is frost damaged, cut back to remove all dead or damaged foliage after last frost.
- Contee palms, Agapanthus, Liriope, Iris, and other plants that are chosen for the display of their leaves should be thinned to remove excessive growth that encroaches over onto walkways or out of their place in the landscape design and never edged or sheared
- Contractors must not trim buds before they have had a chance to bloom.

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#### WOODYGROUNDCOVERS


(Parson's Juniper, Blue Pacific Juniper, Lantana, and similar species)

- These groundcovers shall be allowed to grow together to form full, natural, informal masses, maintaining separation between adjacent plant materials.
- Prune to maintain height at 18" to 24" or as otherwise appropriate for the species, and to prevent masses from overgrowing curbs, sidewalks, and bed edges. Do not allow masses to become overgrown, requiring extensive pruning.
- Depending on degree of possible cold damage, cut back as required after last frost to achieve intended growth.



## Celebration Residential Owners Association (CROA)

- Do not prune masses into geometric forms by hard shearing.
- Where plants are adjacent to curbs, sidewalks and bed edges, prune edge of mass back in a natural, informal shape; do not shear vertically.
- Contractors must not trim buds before they have had a chance to bloom.

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### GROUNDCOVERS

(Dwarf Confederate Jasmine, English Ivy, and similar species)

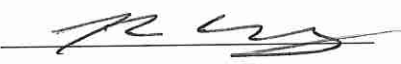
- Cultivate vining groundcovers to achieve dense, entwined masses; maintain separation between groundcover and adjacent plant materials, by edging and/ or pruning.
- Some species, such as Dwarf Confederate Jasmine, once grown in to full and dense coverage (which may take 2 or 3 years for some species), may be trimmed at a height of 6" periodically to maintain a dense and consistent level of coverage.
- Do not shear masses vertically where adjacent to curbs, bed edges, drainage structures, valve boxes, meter boxes, and other such interfaces. Prune exposed edge of mass back at a maximum 45-degree angle from horizontal, in a natural, informal shape.

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### ACCENT PLANTS

(African Iris, and similar species used as accents)


- Accent plants should only be trimmed as necessary to remove excessive growth, and shoots, while maintaining a natural, informal appearance. As the plant matures, the plants shall be maintained at the intended height of the accent feature, not allowed to become overgrown or invasive.
- Use hand clippers to remove odd, long, or undesirable shoots, and to remove outer pups or shoots from overgrown clumps, keeping the shape natural, loose, and uniform. Do not shear.
- Accent plants that are damaged by the frost shall have all the damaged foliage removed and in such cases the damage affects the entire plant, it shall be cut back to the ground after the last frost.

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### ORNAMENTAL GRASSES

(Cordgrass, Muhly Grass, Fountain Grass, and similar species)

- Ornamental grasses shall be maintained at their natural height and width.
- To achieve best form and appearance, loose, brown, and dead foliage shall be removed the months of February through March prior to new spring growth. Sever pruning to the ground is not an acceptable practice and as a result will require replacement at the Contractors expense upon discovery.

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### PRUNING OF GROUND COVER AND SHRUBS

- Plant materials and tree limbs must be kept trimmed away from multi-modal transportation paths and sidewalks and at no time should be allowed to encroach on these areas.
- Special attention to areas around landscape lighting fixtures shall be given not only to promote lighting effect, but the protection



## Celebration Residential Owners Association (CROA)

of fixtures themselves from damage.

- Shrubs located under windows should be trimmed to the bottom of the window ledge leaving the window trim detail visible.
- All shrubs around the AC units/ equipment should be trimmed to screen the unit without impeding the use. Shrubs along privacy fences should be maintained to the bottom of the top rail leaving the top rail visible. Shrubs along a picket fence should be maintained to the top rail of the fence leaving the top picket details visible.
- Contractors must not trim buds before they have had a chance to bloom.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12".
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- A Hard pruning of Ligustrums and Burberry trees will be necessary to be kept below 10' and also a hard pruning of camellia bushes.

Please sign acknowledging. Signature: \_\_\_\_\_

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- When five (5%) of any individual plant material shows signs of disease, curative action must be taken. Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Non-targeted plant material damaged because of improper chemical applications must be replaced upon discovery at the Contractors expense.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

### FERTILIZATION OF GROUND COVER AND SHRUBS

- Shrubs and groundcovers shall be fertilized four (4) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. This shall be applied in March, May, July, and October at 1/2 cup per small shrub, 1 cup per large shrub, or 15 to 30 pounds per 1000 square feet of plant bed, depending on the spacing, type of plants, and product used. Fertilizer shall be broadcast evenly over the entire root zone, and care shall be taken to avoid accumulation of fertilizer granules on leaves, crowns, etc.
- The fertilizers should be watered in immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Special attention should be taken to prevent any fertilizer from being blown, swept, or otherwise ending up in any parking lot or roadway storm drain. Any fertilizer that ends up upon any non-target area or hard surface shall be removed and applied to a target area.

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# Celebration Residential Owners Association (CROA)

## TREE MAINTENANCE


### CRAPE MYRTLES

- Crape Myrtles shall be maintained with an open, natural crown. The natural branching structure shall be maintained, light pruning only to promote healthy, natural development form, size, and width.
- As trees mature, a clear trunk height of 8.5' minimum shall be maintained.
- Canopies shall in no case be allowed to deter safety and visibility in traffic situations.
- Light pruning should be performed to remove seed pods as they form to promote re-flowering. Contractor should remove most remaining seed pods in Fall/Winter, where overall height allows this to be done safely. No branches larger than 1/2" in diameter, or more than 24" of the current year's growth shall be removed.
- Topping, heading cuts or trimming back to knobs is not permitted. Proper reduction cuts may be made in some instances with the approval from the CROA Representative.
- All Branches shall be pruned that impede pedestrian walkways and all alleyways.
- Pruning shall be completed twice a year, once in the Fall/ Winter and once late spring.

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### PALMS

- Palms shall be pruned once the fronds have dropped to an 8:00 o'clock to 4:00 o'clock angle. The Contractor shall remove the fronds to a maximum 10:00 o'clock to 2:00 o'clock angle and all seed and emerging seed pods will be removed. Pruning of palms shall occur minimum of (3) times per year between the months of March through October.
- All Phoenix species will be pruned to a maximum 9:00 o'clock to 3:00 o'clock angle.
- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

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### LIGUSTRUM TREES

- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

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### NELLIE STEVENS HOLLY AND RELATED SPECIES

- These trees shall be maintained to have thick and dense foliage. They should only be pruned to promote health, and natural development form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.

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## Celebration Residential Owners Association (CROA)

### LIVE OAK AND RELATED SPECIES

- Live Oaks and related species are to be maintained to have thick dense foliage. They should only be pruned to promote healthy and natural development form. Pruning shall be kept at a minimum.
- As trees mature, only remove necessary lower branches to maintain the natural normal form of the tree, and to allow for necessary maintenance.
- The tree shall have 2/3 canopy and 1/3 clear trunk.
- All limbs that are pruned back to the main trunk or central leader shall be cut at the collar, but not damaging the collar.

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### MAGNOLIAS

- Magnolias shall be maintained to have thick and dense foliage. They should only be pruned to promote health and natural form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.
- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood. To encourage full and dense foliage, **prune lightly in the fall** or early spring (**before the spring flush**), by removing 6" to 10" of foliage in appropriate areas and trimming leggy branches, to promote natural shape and form. **The central leader shall not be removed.**
- Branches shall be maintained away from structures and maintained to not extend into alleyways, sidewalks and pedestrian areas.

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### ALL TREE SPECIES

- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood, or to provide visibility. Contractor shall be responsible for pruning up to the first fifteen (15) feet of trees as needed to maintain a natural and healthy appearance. All Trees should maintain a (5) feet clearance from any structure or townhome/residence.
- All broken limbs or debris resulting from winds, storms; or other causes shall be removed promptly, or immediately if impeding safety.
- Pruning cuts shall be clean and smooth with no rough or torn bark or wood remaining.
- 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 and will require replacement at the Contractors expense upon discovery.
- Pruning of all trees needs to be maintained year-round to specifications.


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## Celebration Residential Owners Association (CROA)


### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Areas treated shall have

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### FERTILIZATION OF TREES

- Proper fertilization for the varied trees shall be performed three (3) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. Fertilizer shall be broadcast evenly over the entire root zone out to the drip line. Applications shall be at the labeled rate on the bag, and applied in March, June, and September.
- Palms shall be fertilized three (3) to four (4) times per year with a fertilizer with an analysis of 8-2-12 plus 4% Magnesium (Mg.) and 2% Manganese (MN) and 0.10% to 0.15% Iron (Fe), Zinc (Zn), Boron (B), and Copper (Cu). One hundred percent (100%) of the Nitrogen (N), Potassium (K), and Magnesium (Mg.) should be in controlled release form, while all the micronutrients except Iron (Fe) should be in Sulfate form. Two percent (2%) Iron (Fe) from Iron Sulfate can substitute for 0.15% Iron (Fe) from chelated forms. (EDTA, DTPA, etc.). This product is to be applied at the rate of 1.5 pounds per 100 square feet of palm canopy or bed area, or 15 pounds per 1000 square feet.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: 

### FLOWER BED MAINTENANCE

- Annual flower beds shall be maintained in a fashion to allow for a full, colorful appearance always throughout the year. Beds shall be kept free of spent flowers, weeds, and debris.
- Shrubs and turf surrounding annual beds must be trimmed to keep them from encroaching on the annual flowers and reducing the bed size. The original size of the beds and the annual flower count as described must remain the same.
- 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 appearance.


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## Celebration Residential Owners Association (CROA)

### WEED CONTROL

Beds are to be kept free of weeds, landscape debris and trash. Hand weeding shall be done as necessary. The use of pre-emergent and selective herbicides is required for all Annual Flower beds.

Please sign acknowledging. Signature: 

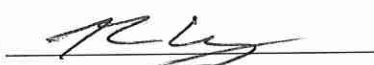
### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: 

### PESTICIDE USE SPECIFICATIONS

- Contractor shall have extensive knowledge and experience developing and implementing Integrated Pest Management Programs (IP: tvf) and shall develop, implement, and adjust an IPM program for all sites included in this contract.
- All pesticide applications are to be made by or under the supervision of a person or persons with appropriate valid licenses, permits or certificates issued pursuant to all applicable Federal, State, or local laws or regulations. Said person or company is to be currently registered to conduct a pest control business in the State of Florida and the County of Osceola.
- Pesticide applications are to be made in strict compliance with the product label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency.
- Within thirty days of the award of contract, and/ or prior to the actual start of work, Contractor shall supply to the CROA Representative a list of all chemicals proposed to be used in the fulfillment of said contract. No "generic" chemicals shall be allowed for substitution purposes, unless approved by the CROA Representative.
- The most current specimen labels and Safety Data Sheets for all listed chemicals shall be supplied at this time and Copies of both the P.C.A. recommendations and applicable Pest Control Advisor and Qualified Applicator Licenses or Qualified Applicator Certificates, shall be submitted. All above-mentioned items shall be resubmitted in January of each year the Contract is in effect.
- CROA shall be notified in writing of any changes or deviations from the above list. Application of deviated materials shall not be made prior to approval by the CROA Representative.
- A five-working day notice in writing shall be given to CROA prior to any pesticide application so the notice can be communicated to the residents in advance. Notice shall include name of chemical, area to be treated, rate of chemical, method of application, date and time of day application is to be performed. CROA must give written consent prior to application of any Category I, or restricted use, pesticide.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets

Please sign acknowledging. Signature: 



## Celebration Residential Owners Association (CROA)

### REFUSE CONTROL

- Areas within the project limits shall be kept free of litter and refuse (trash, cans, paper, bottles, cigarette butts, etc. and accumulations of leaves, dirt, and branches) always.
- Policing and litter pickup shall occur as often as necessary to ensure a clean, litter-free appearance.

Please sign acknowledging. Signature: \_\_\_\_\_

### REPLACEMENT OF PLANTS TO MAINTAIN DESIGN INTENT

- No changes or additions of plant materials, and no changes or additions to the design or layout of the landscaping shall be made without review and approval of CROA.
- Any tree, palm, shrub, or groundcover plantings which die, or which are damaged or decline to the extent of affecting the overall appearance of the project, shall be replaced promptly with the same species in a size which reasonably matches the plant it is replacing, to preserve the design intent and appearance of the landscaping.
- Any tree or plant which is abusively pruned in noncompliance with these specifications shall be replaced by the same species in a size which reasonably matches the plant it's replacing.
- **The Contractor shall be responsible for the full cost of such replacements where required due to incorrect maintenance (abusive pruning, fertilizer burn, etc.) or to inadequate maintenance (disease, pests, fungus, irrigation negligence, etc.). The Service Area/CROA shall be responsible for the full cost of such replacements only due to damaging acts by others, acts of God, and/ or other circumstances not attributable to actions or inactions of the Contractor.**
- If the plan included annuals or perennials, replacements shall be made on a seasonal basis, or whenever required, to maintain an acceptable year-round effect. Conversion of bedding plant areas to other landscape plants shall be subject to review and approval by CROA.

Please sign acknowledging. Signature: \_\_\_\_\_

### PLANT GUARANTEE AND/OR REPLACEMENT POLICY

- Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.
- All replacement plants shall be inspected and approved by CROA prior to installation. All landscape improvements or repairs shall conform to the Celebration Residential Owners Association, Inc. Landscape Specifications and Details.
- The Contractor must assume the maintenance responsibility and warrant future landscape improvements, new installation and refurbishment of existing landscape as specified within this scope.
- The Contractor and the CROA Representative will conduct an inspection of said landscape prior to final acceptance by CROA.
- Contractor shall submit an inspection report to the CROA Representative within 3 days following the inspection which must list all concerns and recommendation to correct. If said inspection report is not submitted as required, Contractor must accept and assume the plant replacement warranty for the remainder of the contract term without consideration of compensation.
- Any issues discovered during the inspection process will be corrected based on plant health.


Please sign acknowledging. Signature: \_\_\_\_\_



# Celebration Residential Owners Association (CROA)


## MULCHING

- All plant beds and tree rings shall be maintained with an adequate and neat layer of Cocoa Brown Hardwood Mulch or Pine Straw if approved by ARC and shall not exceed 3" in depth. **Mulching shall occur twice per year during the months of April and September/ First week of October depending on the request of the individual service area.**
- **(ALL Service Area Mulch must be installed by April 15th and October 1<sup>st</sup>).**
- Contractor will replenish mulch where disturbed due to mowing operations such as edge of landscape beds and tree rings. This shall have performed at no additional cost to CROA.
- Care should be taken during mulching to not cover landscape lighting, valves, junction boxes or other structures and components.
- Care shall be taken to avoid piling mulch around the plant crowns or trunks.

Please sign acknowledging. Signature: 

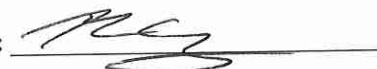
## IRRIGATION SYSTEMS

- The Irrigation Contractor / Technician(s) shall be Rain Bird Maxicom Certified and must submit proof of a minimum of 3 years' experience with Irrigation installation and maintenance including ESP-LXD Series Two-Wire Decoder Controllers, flow meter, rain gauge, soil moisture sensors and a good understanding of Evapotranspiration and the ability to utilize such knowledge for the benefit of a healthy landscape.
- Irrigation systems and components shall be monitored to ensure that proper coverage is always achieved. Contractor shall provide one dedicated and certified Irrigation Technician for every 300 zones.

Please sign acknowledging. Signature:  N/A

## IRRIGATION REPAIRS

- The Contractor shall be responsible for repair of all site irrigation beginning with the customer service valve; downstream from the water meter, all pressure main lines, or any equipment in line (flow meters, master valves, etc.), through lateral lines and sprinkler heads; including all irrigation controllers, weather stations, rain gauges, control, and communication wiring, wireless and air cards. Contractor shall notify CROA Representative of any main line failure within two (2) hours of occurrence.
- **The CROA Representative shall approve all repairs in advance. The Contractor shall notify the CROA Representative once repairs are completed and prior to back filling any repairs to allow for inspection. Once inspected, the CROA Representative will notify the Contractor to backfill the repair. If the open repair presents a hazard to the public the repair shall be back filled as authorized by the CROA Representative. Photographs of the repairs shall be submitted.**
- **Damage to irrigation systems caused by the Contractor shall be the responsibility of the Contractor to repair within 48 hours of occurrence, self-discovery, or notification by CROA.**
- All replacement parts and materials are to be same type and model as original installation unless a substitute is approved by CROA representative. Failure to do so shall result in a deduction from monthly payments. In addition, a performance deficiency notice shall be issued to the Contractor.


Please sign acknowledging. Signature: 



## Celebration Residential Owners Association (CROA)

### IRRIGATION SCHEDULING AND WATER MANAGEMENT

- Contractor shall be responsible for the programming and monitoring of irrigation controllers that are part of the Rain Bird centralized systems and any future cloud-based smart irrigation control systems. The Contractor shall be responsible for programming all standalone irrigation controllers.
- For changes to irrigations schedules controlled by the Central Irrigation Computers (Ivfaxicom) and any future cloud-based smart irrigation control systems the Contractor shall submit proposed irrigation schedules or a request to change a. schedule to the CROA Representative and the Celebration Community Development District Representative, two (2) days in advance of the needed change. The CROA Representative, using information provided by the Contractor, shall ensure the schedules are updated by the CCDD by the date requested.
- The Contractor shall perform inspections and repairs of all irrigation systems within contracted sites on the following schedule:

Please sign acknowledging. Signature: 

### Service Areas Inspection/Reports

- Irrigation inspection reports are to be completed One (1) time per month October - February & two (2) times month March – September. Detailed inspection report must be emailed to the CROA representative on the date that the inspection is completed.
- All inspections shall be included in the calendar work schedule submitted monthly.
- The Contractor shall be responsible for programming each non-centralized irrigation controller to run only on assigned watering days as required by the Enterprise Community Development District (ECDD). Failure to do so shall result in a penalty of \$100 per occurrence per irrigation controller for those observed to not be programed as required.
- CROA shall have final determination as to the appropriate programming of the Irrigation Controllers. Upon discovery, the Contractor shall immediately report any irrigation system malfunctions, vandalism or damage to the CROA representative. The Contractor shall be responsible for necessary repairs to irrigation controllers.
- The CROA Representative shall inspect and confirm any proposed repairs to irrigation controllers prior to commencement.
- The Contractor shall furnish CROA with copies of all invoicing and associated inspection report, with location, pricing and quantities listed, for all irrigation system repairs. Invoice and inspection reports must indicate the exact location of the repairs, the controller and valve number to be considered for payment.

### IRRIGATION SPECIAL PROVISIONS - WATER MANAGEMENT

- Contractor shall keep all controllers in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance.
- Contractor shall keep all controller enclosures in good working order. This includes cleaning door panels, vacuuming interiors, pest prevention-eradication, lubrication of hinges, locks, etc. Contractor is responsible for always securing the controller cabinet door.
- Contractor shall adjust all aspect of the irrigation systems to:
  - Provide optimum coverage of all landscaped areas.
  - Prevent or minimize runoff and/ or erosion.
  - Prevent or minimize water on roadways.
  - Match precipitation rates of all nozzles/heads.
  - Prevent, eliminate and/ or limit hazardous conditions.
  - Prevent "flood irrigation"; over irrigating one area to account for coverage deficiency in another area.



## Celebration Residential Owners Association (CROA)

- All system malfunctions, damage, and obstructions shall be recorded, and timely corrective action taken in addition to specified routine irrigation system testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported; daily, if needed.
- Contractor shall correct deficient irrigation systems and equipment as necessary following notification from the CROA Representative.
- Contractor shall notify the CROA Representative immediately any time an irrigation system is shut down for any reason.
- The Contractor shall have full responsibility to ensure watering requirements are met within each CROA site. Contractor's forces shall be capable of performing repairs, installations, and modifications of existing irrigation systems to adequately irrigate all landscaped areas.
- The Contractor must ensure that sprinkler heads are in good operational order, filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, nozzle and filter replacements shall be considered as included in the contract price and no additional compensation shall be allowed.
- All electrically operated valves shall close completely at the conclusion of the station-watering program. As needed, valves shall be cleaned, repaired and/ or replaced promptly to restore proper operation. As part of the base bid, valve boxes shall be kept clean of sand, debris, and silt to a depth of 2" below the bottom of the valve.

Please sign acknowledging. Signature: \_\_\_\_\_

### MATERIALS

- All replacement materials shall be original types and model materials unless a substitute is approved by the CROA Representative. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems. Contractor shall implement repairs in accordance with all warranties.
- Cost of materials invoiced to CROA, if not listed on the unit price sheet, shall be the Contractor's actual cost plus a maximum 15% markup. Labor shall be considered as included in total contract price and no additional compensation shall be allowed. All parts and material invoices must include a copy of the irrigation inspection report specific to each project category location.
- The cost of all replacement materials will be broken down and given in the contract that is submitted in the price of the proposal and shall remain the price given during the contract period.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### DISASTER/ EMERGENCY PLAN

- When a Hurricane Warning has been issued for the Central Florida area, the Contractor must turn off all irrigation systems immediately as directed by the CROA Representative. This is to include weekends and holidays. Once the Hurricane threat has passed, the Contractor shall ensure all irrigation systems are fully operational within 48 hours as directed by the CROA Representative.
- In the event of a declared emergency or disaster, Contractor shall provide debris removal services. Prior to mobilization for debris removal activities, Contractor shall provide CROA, in writing, hourly rates for personnel and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. (Contracted hourly rates will be included during the RFP process and effective during the contract period).
- Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- Disaster Recovery Assistance Services shall not exceed seventy (70) hours for each declared emergency/ disaster.
- Contractor shall maintain and supply CROA all the necessary and adequate documentation on all emergency/ disaster-related services to support reimbursement by other local, state, or federal agencies. (Including before and after pictures).
- CROA reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. CROA will not be held responsible for any loss incurred by Contractor because of CROA's election to terminate these activities pursuant to this paragraph.
- Once declared by the county that it is no longer under a hurricane, tropical storm and tornado warning, contractor must communicate with the CROA representative of when work will commence. Any fallen trees/debris that are causing a safety hazard or obstruction must be removed immediately.

Please sign acknowledging. Signature: \_\_\_\_\_

### INSURANCE; INDEMNIFICATION


- Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:
- Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and
- Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.
- All such insurance required shall be in companies and on forms acceptable to CROA and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to CROA. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to CROA. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.






## Celebration Residential Owners Association (CROA)

- Contractor shall defend (if requested by CROA), indemnify and hold CROA and its officers, directors, agents, employees and assigns harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement; or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

Please sign acknowledging. Signature: 


### COURTYARDS

- Some Townhomes in the Service Areas have maintenance that includes all the gated courtyards “unless the homeowner has requested, or the gated area is locked”. Many homeowners have installed pavers in most of the yard but any landscape in the ground must be maintained per this scope
- It is of importance that the landscaping crews close all gates once they have completed all service in the courtyards, ensure that the gate has securely latched.


Please sign acknowledging. Signature: 

### HOMEOWNER REQUESTS/INSTRUCTIONS

- Owners may ask for special care at their properties. We generally ask that any requests go through the Service Area Committee or the CROA office so there is maintenance consistency. CROA staff will confirm any requests or concerns for alternate maintenance of a unit.

Please sign acknowledging. Signature: 

I BRYAN CAUSK Have read the scope of work in its entirety and acknowledge and understand the guidelines and specifications that are required.

Signature 

Date 11/15/2022

EXQUISITE  
LAWN CARE  
407-719-5944

52 Riley #402  
Celebration, FL 34747  
(407) 719-5944

[brian@exquisitelawncafe.com](mailto:brian@exquisitelawncafe.com)

CROA 11/15/2022

To whom it may concern,

We are pleased to have the opportunity to bid on multiple areas for CROA. We appreciate the opportunity to provide you with information about our company, staff and experience.

We are a family-owned company, and since purchasing Exquisite Lawn Care in 2010 have continually grown the company. I have previously worked for Isleworth, Seaworld, and Universal Studios as a Horticulturist and Lead Horticulturist. I have also held the position of Account Manager with a larger commercial maintenance company. I hold a Trade Certificate with Valencia Community College in Horticulture, am a Certified Florida Friendly Landscape Professional, and also currently certified as a Horticulture Professional with the FNGLA. Most of my experience is with managing larger commercial lawn maintenance accounts and commercial landscaping projects much like the service areas.

We have extensive knowledge in Celebration covenants and requirements. We currently have a healthy mix of commercial and residential properties inside Celebration, the majority with long-standing contracts or agreements as we do not hold contracts with our single-family residence accounts, many we have had since 2010. Our staff and teams are dedicated and knowledgeable and take great pride in their work. We are consistently complimented on their friendly demeanor and polite mannerisms.

Irrigation will be handled by our company. Our irrigation team will be ready to handle any problems that arise quickly and efficiently. Pest control including fertilization will be handled by either TruGreen or Pest Patrol and overseen by their general manager and myself. Both TruGreen and Pest Patrol have been operating in Celebration for many years. Arboriculture will be handled by our team or with PTC Tree Work for larger scale pruning. We introduced PTC to Celebration back in 2010 and their reputation and workload has only grown since then. Recently, both TruGreen and PTC have been helping us turn around the many neighborhood parks in Celebration, and we look forward to continuing to improve these areas over the next 3 – 5 years.

Please feel free to contact me with any questions, comments, or concerns.

Sincerely,



Brian Causey



# Celebration Residential Owners Association (CROA)

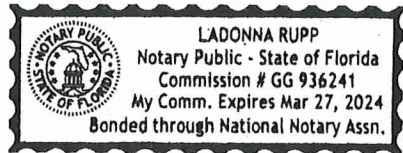
## CONTRACTOR'S AFFIDAVIT

State of Florida  
County of Osceola

Before me personally appeared Brian Causey who (title) is GM of (the company described herein) being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by CROA deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known or Produced Identification Florida Driver License

Sworn to and subscribed before me this 16 day of November, 2022



*[Handwritten Signature]*

NOTARY PUBLIC - STATE of FLORIDA  
(Signature of Notary Public)

*[Handwritten Signature]*

(Print Name of Notary Public)

*This document must be completed and returned with your Submittal*

## BID RESPONSE FORM

Company Name: JRSR LLC DBA Exquisite Lawn Care Contact: Brian Causey  
Email: brian@exquisitelawncare.com Phone: 407 719 5944

I Brian Causey, on behalf of Exquisite Lawn Care, submit the following bids as indicated below:

Please provide a bid price for the following items:

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Total price per calendar year of contracted services |
| <input type="checkbox"/> | Pricing Worksheet (example attached)                 |

**NOTE(S):**

When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in CROA's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.


All price information to be used in the RFP evaluation must be on this proposal form.

CROA reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

*"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully regarding all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with CROA in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor, and service necessary to complete the work covered by the RFP and Contract Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.*

*Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP."*

Executed by:

<u>Brian Causey</u>	<u>General Manager</u>		<u>11/15/2022</u>
Agent Name	Title	Signature	Date

***This document must be completed and returned with your Submittal***



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Southern Insurance Group, Inc.</b> 1230 Oakley Seaver Drive, Suite 200 Clermont, FL 34711 License #: A133350	CONTACT NAME: <b>Cooper Johnson</b>	FAX (A/C, No): <b>(352)243-7000</b>	
	PHONE (A/C, No, Ext): <b>(352)243-9000</b>	E-MAIL ADDRESS: <b>cooper@insurewithsouthern.com</b>	
INSURED <b>JRSR LLC</b> DBA Exquisite Lawn Care 6905 Greengrove Blvd Clermont, FL 34714-8364	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Auto Owners Insurance</b>		<b>10190</b>
	INSURER B: <b>Auto Owners Insurance</b>		<b>18988</b>
	INSURER C:		
	INSURER D:		
	INSURER E:		

## COVERAGES

CERTIFICATE NUMBER: 80262724-781993

REVISION NUMBER: 32

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			72234538	02/27/2022	02/27/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> Hired/Non-Owned \$ <b>1,000,000</b>
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			5164137900	04/26/2022	04/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Celebration Residential Owners Associations</b> <b>C/O Grand Manors</b> <b>P.O. Box 803555</b> <b>Dallas, TX 75380</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

(CWJ)

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## SPRING LAKE GARDEN HOMES

Vendor	Annual cost Bid
Benchmark Landscaping	\$121,250.00
Greenleaf Landscaping	\$120,500.00
Prince & Sons Inc.	\$191,829.00
Ground Guys Landscaping	\$0.00
TRIMAC Outdoor	\$122,006.00
Action Environmental Services Florida	\$45,862.00
Exquisite Lawncare	\$175,985.00
Exquisite Lawncare Option #2	\$284,045.00
Exclusive Landscape Group	\$149,800.00
Total Sqft	

Current Contract

# Action Item – Consent Agenda A15

## Spring Lake Common Areas Landscaping Contract



## Action Item – Consent Agenda A15

<b>Motion Subject:</b>	Spring Lake Common Areas Landscaping Contract
<b>Funding Source:</b>	CROA- Spring Lake Landscaping – Operating Funds
<b>Budgeted Amount:</b>	Spring Lake Mews \$24,720.00 Spring Park \$24,720.00
<b>Bids Received:</b>	Benchmark Landscaping \$58,825.00 Exquisite Lawncare \$55,754.00
<b>Rationale:</b>	Our Landscaping contract that consists of all the Mews, Spring Lake Pool and Park are up for renewal as of 12/31/2022. Exquisite Landscaping was chosen by both Spring Lake Service Area Committees to service both Service Areas. With we feel it is beneficial for one company to maintain all of Spring Lake including the common areas.
<b>Management Recommendation:</b>	Management recommends that Exquisite Landscaping maintains the landscaping of the Mews and Parks in Spring Lake.
<b>Motion on Agenda:</b>	Motion to approve New Landscaping Contract for Spring Lake Common Areas with Exquisite Landscaping in the amount of \$4646.16 Monthly - CROA Operating Fund.



*Celebration Residential Owners Association, Inc. (CROA)*



**Celebration Residential  
Owners Association**  
Landscaping Scope of work Service Areas  
**EXHIBIT A**

Issued by:

**CELEBRATION RESIDENTIAL OWNERS' ASSOCIATION, INC. (CROA)  
BOARD OF DIRECTORS**

851 Celebration Avenue  
Celebration, FL 34747  
CELEBRATION.FL.US  
407-566-1200

**Date Issued: November 3<sup>rd</sup>, 2022**



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*Celebration Residential Owners Association, Inc. (CROA)*

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CONFIDENTIAL

Scope of work consists of complete landscape, turf, irrigation, and specialty maintenance of residential service areas within



## Celebration Residential Owners Association, Inc. (CROA)

Celebration. The work consists of turf maintenance, weeding and edging of ground cover, preventing, and controlling weeds in turf, planters, and hardscape areas, trimming of shrubs, application of pesticides, hardscape areas, litter collection and disposal. A separate document will be attached with the replacement price of materials and labor. The CROA representative that is stated in the below document consists of GrandManors or Management company's Service Area Manager, Service Area Administrative Assistant, Community Manager, Operations Manager and or any other employee of GrandManors or Management company.

**Please sign to acknowledge that you have read item and understand each item in its entirety.**

- CROA reserves the right to award contracts for all work which requires a separate bid process based upon the nature of the work and its anticipated costs.

Please sign acknowledging. Signature: \_\_\_\_\_

- Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of all turf, plant material, beds, planters, hardscape, and irrigation systems. A report listing all items which do not meet the specifications of this Scope of work must be submitted to the CROA Service Area Representative of GrandManors.

— Please sign acknowledging. Signature: \_\_\_\_\_

- Deficiencies noted within the report will be reviewed by the CROA Representative for verification and actions required. Upon approval by the CROA Representative, either the deficiencies will be corrected or documented to not become the responsibility of the Contractor to address without additional compensation.

Please sign acknowledging. Signature: \_\_\_\_\_

- After the thirty (30) day audit period has expired and for the duration of the contract, Contractor shall assume responsibility for all unreported maintenance deficiencies, including materials and labor.

Please sign acknowledging. Signature: \_\_\_\_\_

### WORK SCHEDULE

- The Contractor shall accomplish all normal work required under this contract between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday, excluding holidays. The CROA Representative may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions shall be commenced before 8:00 a.m. and after 7:00 p.m. Work will be scheduled so that it will not disrupt the functions and normal day-to-day operations of the parks and the areas located within them. No work will be performed on weekends without prior written approval of the CROA Representative.

Please sign acknowledging. Signature: \_\_\_\_\_

- The Contractor shall provide the CROA Representative with a monthly calendar of work schedules 5 days prior to the 1st day of each month. Schedules must include the name of the Supervisor(s) who will oversee the work performed, and the telephone number(s) by which to contact him/her.

Please sign acknowledging. Signature: \_\_\_\_\_

- The work schedules must reflect adequate time for completion of all routine work activities on a daily, weekly,



## Celebration Residential Owners Association, Inc. (CROA)

and monthly basis, as well as seasonal work activities on an annual basis which comply with the specification requirements indicated throughout this document. **The schedule shall also indicate any special work assignments i.e., pesticide application, tree trimming, plant / turf replacement, mulching, etc.**

Please sign acknowledging. Signature: [Signature]

- Failure to submit schedules within the time frame specified shall result in a penalty of \$100 per occurrence, per schedule for each calendar day until schedules are received.

Please sign acknowledging. Signature: [Signature]

Contractor shall complete all work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor and approved by the CROA Representative. **All scheduled work NOT completed during the week scheduled shall be reported to the CROA Representative in writing by 4:00 PM Friday of the same week.**

Please sign acknowledging. Signature: [Signature]

### TERM OF CONTRACT

- The term of this Agreement shall be January 1, 2023, through December 31, 2026, with the option to renew for two (2) additional one (1) year periods. The prices proposed by the Contractor shall remain fixed and firm for the duration of the Agreement.

Please sign acknowledging. Signature: [Signature]

- Prior to each renewal period, Contractor will be evaluated based on their performance.

Please sign acknowledging. Signature: [Signature]

- 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 landscaping systems as outlined within this scope.

Please sign acknowledging. Signature: [Signature]

- The following specifications are set as the minimums to achieve the desired healthy and attractive landscaping within the community. **“Please find the landscaping guidelines attached”.**

Please sign acknowledging. Signature: [Signature]

## OPERATIONS AND COMMUNICATIONS



**SITE CLEANLINESS AND CONDITION**

- 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.
- Cleanup of trash and debris shall be performed on all workdays throughout the year.

Please sign acknowledging. Signature: [Signature]

**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.

Please sign acknowledging. Signature: [Signature]

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

Please sign acknowledging. Signature: [Signature]

**MEETINGS**

- **The Contractor shall meet with the CROA Representative on a weekly basis.** Such meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving such issues, review of schedule and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the CROA Representative or the Contractor. **The CROA Representative shall provide the location, date, and time of meeting.**

Please sign acknowledging. Signature: [Signature]

- Contractor shall provide a representative to attend the monthly meeting of the CROA Board of Directors meetings and shall be able to respond to any questions the Board may have as to the day-to-day activities at the project site pursuant to this scope of work.

Please sign acknowledging. Signature: [Signature]

**QUALITY CONTROL**



## Celebration Residential Owners Association, Inc. (CROA)

- The CROA Representative, or his designated representative, shall be the sole judge as to the adequacy and quality of maintenance. To ensure consistent quality of the work being performed, the **CROA Representative may inspect all areas covered by this contract while or after work is scheduled to be performed.** Any deficiencies shall be recorded and submitted to the Contractor for review and corrective action. Within the three (3) workdays, the CROA Representative shall re-inspect the deficient area and any deficiencies not corrected shall result in the value of the work deducted from the monthly payment to the Contractor. The bid prices quoted by the Contractor unit pricing and/ or Extra Work Pricing Sheets shall be used to determine the dollar value of any deficiencies.

Please sign acknowledging. Signature: \_\_\_\_\_

- Within three (3) workdays (72 hours) after being notified by the CROA Representative in writing of defective or unacceptable work, should the Contractor fail to correct such work, CROA may authorize the unacceptable or defective work to be corrected. If CROA corrects the work, CROA shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work including an administration fee per occurrence. If the corrective work cannot reasonably be completed within such three (3) day period, and the Contractor had begun corrective work, and CROA reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, CROA agrees to allow Contractor to complete correction of the defective or unacceptable work beyond the three days.
- As this scope of work is for residential properties, it is required that more attention to detail will be given to each service area.
- The Contractor will make weekly in-person visual reviews of the entire site with focus on current conditions and the Contractor's performance. The Contractor will make any needed repairs and immediately.

Please sign acknowledging. Signature \_\_\_\_\_

### REPORTS

- A weekly maintenance report shall be generated by the Contractor and submitted via email to the CROA representative outlining potential problem areas and the contractor's proposed corrective action, upcoming work approval requests, coordination, scheduling, etc. **These will be due each Friday by 9:00 AM, so the service area manager can send the report to the community by end of day each Friday.**
- The contractor shall address and respond to all Celeservice postings, as submitted by residents and staff during daily work hours, provide updates utilizing the Celeservice App.

Please sign acknowledging. Signature \_\_\_\_\_

### SUBCONTRACTING

- The Contractor may subcontract certain procedures or operations only with the written approval of CROA. Proof of proper licensing and insurance must be provided to CROA prior to final approval. The Contractor is held responsible for any work performed by any subcontractor engaged.

Please sign acknowledging. Signature \_\_\_\_\_

### WORKFORCE






## Celebration Residential Owners Association, Inc. (CROA)


- The Contractor employees shall be dressed in a uniform fashion with company identification. Vehicles as well should be clearly identified. A professional appearance should be maintained.

Please sign acknowledging. Signature: 

- Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors always.

Please sign acknowledging. Signature: 

- 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 CROA hereby acknowledges that the Contractor only employs individuals who are legally authorized to work in the United States the Contractor employ individuals who are not legally authorized to work in the United States, it is understood that CROA 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.

Please sign acknowledging. Signature: 

### KEYS/ACCESS CARDS

- CROA will issue such keys and access cards as necessary for access to the work area. Contractor must assume full responsibility for theft or loss of said keys and cards and must pay for re-keying ALL locks operated by these keys or the replacement cost for access cards. Keys must not be duplicated.

Please sign acknowledging. Signature: 

### LOST&FOUND

- The contractor must ensure that articles found by its employees and/ or sub-contractors are returned to the CROA Representative or Town Hall upon discovery.

Please sign acknowledging. Signature: 

### PARKING

- Contractors' 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.

Please sign acknowledging. Signature: 

### SUPERVISION



## Celebration Residential Owners Association (CROA)

- The Contractor shall provide supervision of all maintenance and or repair work being performed during the time of service” no exceptions”. Supervisors shall be able to communicate problems to the CROA Representative at any time and shall be always easily accessible to the Representative by cell phone. CROA shall be notified of any change in supervisory personnel.

Please sign acknowledging. Signature: \_\_\_\_\_

- A monthly walk through with the CROA Representative and contractor shall be performed to cover work being accomplished, special needs or concerns, and other related information. If needed, additional supervision or a change of supervisory personnel will be requested should contract performance fall below the acceptable standard.

Please sign acknowledging. Signature: \_\_\_\_\_

### ADDITIONAL WORK

- From time-to-time additional work may be requested of the Contractor by the CROA Representative. A cost estimate, schedule, and other determining information may be required before approval of work is granted. Each situation will be considered on a case-by-case basis. All additional work shall be completed according to approved schedule.

Please sign acknowledging. Signature: \_\_\_\_\_

### CHANGES

- It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications, or as amended by the CROA Representative. 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 CROA Representative. CROA does reserve the right to deny 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.

Please sign acknowledging. Signature: \_\_\_\_\_

### SATISFACTORY PERFORMANCE

- It is estimated that the frequency and guidelines set forth in this scope 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.
- 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 may be replaced at the CROA Representatives direction at no additional cost to the Contractor. Any reported damage should be reported to the CROA Representative in the weekly report.
- Any damage to walls, landscape, lighting, fencing, resident belongings, or hardscape features by the Contractor shall be repaired by the appropriate tradesmen initiated though the CROA Representative so all warranties remain effective. All billing for said repairs will be directed to the Contractor responsible for said area and cost of repairs.



## Celebration Residential Owners Association (CROA)

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- The Contractor will be graded on a scale from 1-3 where 0 is "Unacceptable" and 3 is "Excellent". If the Contractor scores below a two on a weekly audit, they have three business days to fix the unacceptable item. If the contractor scores an overall two or lower three times during the contract, an action plan of correction will be required and could lead to cancelation of contract. "Please find the inspection form utilized attached".

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

### MAINTENANCE FOR VISIBILITY AND SAFETY

- All landscaping shall be maintained in a manner that allows clear passage of vehicles in all roadways and pedestrians along sidewalks and designated pathways, provides open visibility where necessary for safety, and does not obstruct lighting or signage.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- Clear visibility in both daytime and nighttime is of the utmost importance for parking areas, driveways, and at intersections of all types.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- Trees and shrubs shall not be allowed to grow into or over sidewalks, cart paths, public or private streets, driveways, alleyways, or parking areas in any way that conflicts with the safe passage of pedestrians and vehicles.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- A minimum of ten (10) feet vertical clearance shall be maintained. This shall be increased to fifteen (15) feet on all streets where necessary for the passage of taller vehicles, such as vans, buses, emergency vehicles or trucks-in areas which must be accessed by such vehicles.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- In general, hedges and shrub masses shall be maintained at a maximum height of three (3) feet in all areas where views must be maintained for safety of vehicular and pedestrian traffic Contractor must visually inspect the site (doing so on a routine basis) to determine whether safe visibility requires maintenance at a lower height, in any given situation.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- Individual plants or specimens which do not specifically impede safe visibility may conform to the other applicable standards of these specifications provided in the Celebration Landscaping Architectural guidelines. Trees near light poles shall be maintained as they grow to avoid impeding safe light levels, to the greatest extent possible.

Please sign acknowledging. Signature: \_\_\_\_\_

*[Handwritten Signature]*

- Pruning of all landscaping shall comply with the proper techniques based on the type of plant material. But in all cases, ensuring safe visibility shall be the prevailing objective.  
Prune and maintain all-natural vegetation back five (5) feet or more from edge of turf, sidewalks, fence lines and parking areas.



## Celebration Residential Owners Association (CROA)

Please sign acknowledging. Signature: \_\_\_\_\_

- Where natural wooded areas adjoin the finished turf areas and landscape beds, a buffer zone of at least three (2) feet shall be maintained with herbicide and or mechanical means.

Please sign acknowledging. Signature: \_\_\_\_\_

### TURF MAINTENANCE

- Appropriately sized equipment shall mean the use of 22" – 32" commercial push mower for areas within all fenced yards and for all turf areas which are less than (4') four feet in width. This requirement will be strictly enforced.

Please sign acknowledging. Signature: \_\_\_\_\_

### BAHIA, ST. AUGUSTINE & ZOYSIA TURF

- Mowing of all Bahia, St. Augustine and Zoysia turf areas shall be performed on a weekly basis during the normal growing season (March through October). During the months of November through February 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 always promote healthy and continued growth as well as proper appearance.
- Zoysia grass should be mowed with a walk- behind- mower with a bag to collect clippings which is better and actually quicker in the small spaces than a rider.

Please sign acknowledging. Signature: \_\_\_\_\_

### BERMUDA TURF

- Bermuda turf shall be cut two (2) times per week during the months of March through October and one (1) time per week November through February unless abnormal conditions arise. The turf shall be mowed at a frequency to always promote healthy and continued growth as well as proper appearance.

Please sign acknowledging. Signature: \_\_\_\_\_

- REEL mowers MUST be used to maintain Bermuda Turf. Any exceptions to this requirement must have prior approval if the CROA Representative.


Please sign acknowledging. Signature: \_\_\_\_\_

- Mowing patterns shall be varied to minimize wear areas from tires and slippage.
- Mowing height shall be based on season and what is horticulturally correct for turf type and location. Please see chart below.

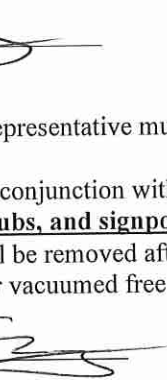


# Celebration Residential Owners Association (CROA)

Turf Type	Height (inches)	Frequency (per year)	Mower Type
Bahia grass	3.0 - 4.0	42	Rotary
Bermuda grass	0.5 - 1.5	88	Reel
St. Augustine grass	2.5 - 4.0	42	Rotary
Zoysia grass	1.5 - 2.5	42	Rotary


Please sign acknowledging, Signature: 

- If a change in height of cut is considered, the CROA Representative must approve such change, in writing, prior to any height adjustment.
- 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, and signposts due to the use of line trimmers is not acceptable**
- 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.


Please sign acknowledging, Signature: 

## 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, parking lot islands or residential yards by the mowers.

Please sign acknowledging, Signature: 

- In areas with parking lots associated with the landscape maintenance, leaves and debris are to be either raked or removed with a vacuum. **Leaves are not to be blown into landscape beds or down storm drains.** If the condition of turf declines due to failure to remove accumulated leaves in a timely manner, the Contractor is responsible for replacing **the turf**.
- Leaves are to be blown away from the structure of the homes and not blown towards the homes causing buildup in the hedges, landscaping beds or on porches.

Please sign acknowledging, Signature: 

## LEAVES -SEASONAL

- The months of **December through April** leaves, acorns and debris must be removed from all landscape beds, turf, and hardscape at all Service Areas on Friday and Tuesday basis each week. The curbs and streets adjacent to each location are included as part of this scope. Removal by vacuum is preferred however, raking, blowing and manual removal will be allowed. No Leaves are to be left in landscaping beds, turf, sidewalks, and roads.

Please sign acknowledging, Signature: 

## EDGING


- All necessary edging operations shall be performed routinely to trim the turf and maintain a well-groomed appearance for all



## Celebration Residential Owners Association (CROA)

sidewalks, curbs, plant beds, drainage structures, irrigation valve boxes, splice boxes, gate valve boxes, water meter boxes, and other such interfaces between turf and different surfaces.

- Bed lines shall be edged to conform to their original design intent, with adjustments being made periodically for the plant growth.
- Edging shall occur in conjunction with each mowing cycle. Grass runners shall not exceed one inch in length along sidewalks, curbs, pavements, planting beds, and other such edges.
- Upon completion of edging operations, the turf edge shall be neat, clean, and approximately 1/2 inch from the edge of any pavement, with a minimum depth of 2 inches.
- All paved areas and mulched beds shall be free of dirt, clippings, and debris after work is completed.

Please sign acknowledging. Signature: 


### DISEASE AND PEST CONTROL

- All turf varieties shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists. Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.
- Fertilizers and chemicals should be kept off walls of homes to avoid stains


Please sign acknowledging. Signature: 

### WEED CONTROL

- 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 (90%) weed free turf shall be expected.

Please sign acknowledging. Signature: 

- 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.
- If the use of chemicals is not working in landscaping beds, it will be required to hand pull weeds as needed.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: 


### FERTILIZATION – TURF

- A soil fertility and pH test shall be performed by the Contractor twice a year January and June from several representative areas in the turf and landscape beds at all locations to help determine the analysis of the product to use in the fertilizer application programs. Copies of these test results must be provided to CROA, with tested locations each time they are




## Celebration Residential Owners Association (CROA)

performed.

Please sign acknowledging. Signature: 

### ST. AUGUSTINE & ZOYSIA

- There should be a minimum of four (4) applications of a complete, acid-forming turf fertilizer applied to Zoysia and St. Augustine turf per year.
- February (After February 15th): (Zoysia and St. Augustine) A standard non-burning complete turf fertilizer containing a minimum of 30% to 40% of the Nitrogen in a controlled release form such as sulfur coated, or polymer coated sulfur coated urea. There should be a minimum of 4% Iron, 6% sulfur, and 2% each of Magnesium and Manganese. A lesser amount of Iron will be acceptable if it is in a chelated form. The fertilizer shall be applied at 1 pound of actual Nitrogen per 1000 Square feet of turf.
- May: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- August: (Zoysia and St. Augustine) Analysis should be determined by soil test results and recommendations.
- October: (St. Augustine) Analysis should be determined by soil test results and recommendations.
- November: (Zoysia) Analysis should be determined by soil test results and recommendations.
- If these recommendations fail to keep the turf a consistent acceptable green color, a soil test should be performed, and the fertilizer blend adjusted accordingly. If the fertilizer does not keep the turf an acceptable green color between applications during the growing season, it may be necessary to provide an extra application of Nitrogen and/ or Iron to provide suitable color and may be requested by the owner. This will not be considered an extra to the contract.
- All turf fertilizers should be watered immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Contractor will also be responsible for sweeping or blowing fertilizer off all walkways, parking lots, roadways, and any affected paved area such as residents' porches. Special attention should be taken to ensure that fertilizer does not enter any stormwater retention or drainage feature.

Please sign acknowledging. Signature: 

### BAHIA TURF

- There should be two applications of complete commercial turf fertilizer to Bahia grass areas per year.
- March: A standard, non-burning complete turf fertilizer such as 16-0-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product)
- September: 9-2-24 with 6% iron, 8 to 10% Sulfur, and 2% each of Magnesium and Manganese at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product) This will help with winter cold tolerance.
- If yellowing occurs in between fertilizer applications, a liquid application of 12-0-0 with iron at the label rate, or another chelated iron source should be applied.
- All chemical applications shall be performed by trained, licensed operators in accordance with applicable local, state, and federal regulations, safety standards, and the manufacturer's instructions.
- All fertilizer shall be thoroughly watered in after application.

Please sign acknowledging. Signature: 

### BERMUDA TURF - HIGH" DEMAND MAINTENANCE SCHEDULE



## Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
1	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
2	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
2	0-0-50 Potassium Sulfate	150Lbs/ Acre
2	Pre-Emergent	Per label rate full coverage
3	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
3	Round-up clay areas and fence lines	
3	Weed control post-emergent	Per label rate full coverage
4	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
4	Round-up clay areas and fence lines	2% Solution
4	Deep Tine Aerify	
4	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
4	Verti-cut	3/4"deep with 2" spacing
4	Chelated Iron 12-0-0	
5	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
5	Round-up clay areas and fence lines	2% Solution





## Celebration Residential Owners Association (CROA)

Month	Description/Product	Rate/Acre
6	0-0-50 Potassium Sulfate	150lbs/Acre
6	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
6	Aerate 3/4" coring tines 3"-4" deep	
6	Weed control post-emergent	Per label rate full coverage
6	Round-up clay areas and fence lines	2% Solution
6	Heritage Application	Per label rate full coverage
7	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
7	Round-up clay areas and fence lines	2% Solution
8	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
8	Round-up clay areas and fence lines	
8	Pre-M	Per label rate full coverage
8	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
9	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
9	0-0-50 Potassium Sulfate	150Lbs/ Acre
9	Round-up clay areas and fence lines	2% Solution
9	Aerate 3/4" coring tines 3"-4" deep	
9	Weed control post-emergent	Per label rate full coverage
10	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
10	Round-up clay areas and fence lines	2% Solution
11	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	Round-up clay areas and fence lines	2% Solution
12	Deep Tine Aerify	

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### GROUND COVER AND SHRUB MAINTENANCE

#### SHRUBS

(Indian Hawthorn, Holly, Viburnum, Boxwood, and similar woody ornamentals)

- These shrubs shall be pruned only as necessary to maintain their natural habit and growth at specified heights, to remove excessive growth, and to maintain a natural, informal appearance. Individual plants shall be allowed to grow together into one mass, never shaped as individual plants.
- As the shrubs mature, individual plants should not be apparent; plants shall be allowed to grow together in a “soft”, informal, and un-sheared mass.
- At no time shall any shrubs be allowed to impede safe visibility for pedestrians and vehicles.
- Maintain most shrubs in pedestrian and parking areas for safety and visibility, usually about 36" +/-, but always as dictated by the circumstances in any specific location. Where larger shrubs are used for screening of specific features, their ultimate heights shall be dictated by the purpose for which they have been used in the plan, and they shall be allowed to reach the effective height and density necessary to serve that purpose. In no instance, however, shall any shrub be allowed to obstruct visibility for traffic and pedestrian safety.
- Use hand clippers to remove odd, long, or undesirable branches, keeping the shape natural and uniform. Do not prune masses into geometric forms by hard shearing.
- Per Celebration ARC guidelines, Hedges must be trimmed below the windowsills and below decorative trim along the top of the walls; Exceptions might include garage windows which are too close to the ground.
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12”.

Please sign acknowledging. Signature: \_\_\_\_\_

#### HERBACEOUS "GRASSY" SPECIES

(Society Garlic, Lily-of-the-Nile, Liriope, and similar species)

- These groundcovers shall be allowed to grow to their natural height and width; pruning is not necessary. Cultivate to achieve dense mass; maintain separation between groundcover and adjacent plant materials.
- Spent flower heads shall be removed regularly, as required for best appearance.
- If more than 50% of a plant is frost damaged, cut back to remove all dead or damaged foliage after last frost.
- Contee palms, Agapanthus, Liriope, Iris, and other plants that are chosen for the display of their leaves should be thinned to remove excessive growth that encroaches over onto walkways or out of their place in the landscape design and never edged or sheared
- Contractors must not trim buds before they have had a chance to bloom.

Please sign acknowledging. Signature: \_\_\_\_\_

#### WOODYGROUNDCOVERS

(Parson's Juniper, Blue Pacific Juniper, Lantana, and similar species)

- These groundcovers shall be allowed to grow together to form full, natural, informal masses, maintaining separation between adjacent plant materials.
- Prune to maintain height at 18" to 24" or as otherwise appropriate for the species, and to prevent masses from overgrowing curbs, sidewalks, and bed edges. Do not allow masses to become overgrown, requiring extensive pruning.
- Depending on degree of possible cold damage, cut back as required after last frost to achieve intended growth.



## Celebration Residential Owners Association (CROA)

- Do not prune masses into geometric forms by hard shearing.
- Where plants are adjacent to curbs, sidewalks and bed edges, prune edge of mass back in a natural, informal shape; do not shear vertically.
- Contractors must not trim buds before they have had a chance to bloom.

Please sign acknowledging. Signature: \_\_\_\_\_

### GROUNDCOVERS

(Dwarf Confederate Jasmine, English Ivy, and similar species)

- Cultivate vining groundcovers to achieve dense, entwined masses; maintain separation between groundcover and adjacent plant materials, by edging and/ or pruning.
- Some species, such as Dwarf Confederate Jasmine, once grown in to full and dense coverage (which may take 2 or 3 years for some species), may be trimmed at a height of 6" periodically to maintain a dense and consistent level of coverage.
- Do not shear masses vertically where adjacent to curbs, bed edges, drainage structures, valve boxes, meter boxes, and other such interfaces. Prune exposed edge of mass back at a maximum 45-degree angle from horizontal, in a natural, informal shape.

Please sign acknowledging. Signature: \_\_\_\_\_

### ACCENT PLANTS

(African Iris, and similar species used as accents)

- Accent plants should only be trimmed as necessary to remove excessive growth, and shoots, while maintaining a natural, informal appearance. As the plant matures, the plants shall be maintained at the intended height of the accent feature, not allowed to become overgrown or invasive.
- Use hand clippers to remove odd, long, or undesirable shoots, and to remove outer pups or shoots from overgrown clumps, keeping the shape natural, loose, and uniform. Do not shear.
- Accent plants that are damaged by the frost shall have all the damaged foliage removed and in such cases the damage affects the entire plant, it shall be cut back to the ground after the last frost.

Please sign acknowledging. Signature: \_\_\_\_\_

### ORNAMENTAL GRASSES

(Cordgrass, Muhly Grass, Fountain Grass, and similar species)

- Ornamental grasses shall be maintained at their natural height and width.
- To achieve best form and appearance, loose, brown, and dead foliage shall be removed the months of February through March prior to new spring growth. Sever pruning to the ground is not an acceptable practice and as a result will require replacement at the Contractors expense upon discovery.

Please sign acknowledging. Signature: \_\_\_\_\_

### PRUNING OF GROUND COVER AND SHRUBS


- Plant materials and tree limbs must be kept trimmed away from multi-modal transportation paths and sidewalks and at no time should be allowed to encroach on these areas.
- Special attention to areas around landscape lighting fixtures shall be given not only to promote lighting effect, but the protection



## Celebration Residential Owners Association (CROA)


of fixtures themselves from damage.

- Shrubs located under windows should be trimmed to the bottom of the window ledge leaving the window trim detail visible.
- All shrubs around the AC units/ equipment should be trimmed to screen the unit without impeding the use. Shrubs along privacy fences should be maintained to the bottom of the top rail leaving the top rail visible. Shrubs along a picket fence should be maintained to the top rail of the fence leaving the top picket details visible.
- Contractors must not trim buds before they have had a chance to bloom.
- Hedges should be a minimum of 24 wide. Some hedges in Savannah Square and other service areas are as narrow as 12”.
- Best horticultural practice is for hedges to be pruned wider at bottom and narrower at top, this practice must be followed.
- A Hard pruning of Ligustrums and Burberry trees will be necessary to be kept below 10’ and also a hard pruning of camellia bushes.

Please sign acknowledging. Signature: 

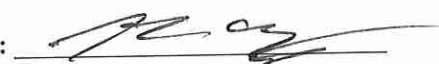
### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions.
- When five (5%) of any individual plant material shows signs of disease, curative action must be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Non-targeted plant material damaged because of improper chemical applications must be replaced upon discovery at the Contractors expense.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: 

### FERTILIZATION OF GROUNDCOVER AND SHRUBS

- Shrubs and groundcovers shall be fertilized four (4) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. This shall be applied in March, May, July, and October at ½ cup per small shrub, 1 cup per large shrub, or 15 to 30 pounds per 1000 square feet of plant bed, depending on the spacing, type of plants, and product used. Fertilizer shall be broadcast evenly over the entire root zone, and care shall be taken to avoid accumulation of fertilizer granules on leaves, crowns, etc.
- The fertilizers should be watered in immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration. Special attention should be taken to prevent any fertilizer from being blown, swept, or otherwise ending up in any parking lot or roadway storm drain. Any fertilizer that ends up upon any non- target area or hard surface shall be removed and applied to a target area.

Please sign acknowledging. Signature: 




# Celebration Residential Owners Association (CROA)

## TREE MAINTENANCE


### CRAPE MYRTLES

- Crape Myrtles shall be maintained with an open, natural crown. The natural branching structure shall be maintained, light pruning only to promote healthy, natural development form, size, and width.
- As trees mature, a clear trunk height of 8.5' minimum shall be maintained.
- Canopies shall in no case be allowed to deter safety and visibility in traffic situations.
- Light pruning should be performed to remove seed pods as they form to promote re-flowering. Contractor should remove most remaining seed pods in Fall/Winter, where overall height allows this to be done safely. No branches larger than 1 1/2" in diameter, or more than 24" of the current year's growth shall be removed.
- Topping, heading cuts or trimming back to knobs is not permitted. Proper reduction cuts may be made in some instances with the approval from the CROA Representative.
- All Branches shall be pruned that impede pedestrian walkways and all alleyways.
- Pruning shall be completed twice a year, once in the Fall/ Winter and once late spring.

Please sign acknowledging. Signature: 


### PALMS

- Palms shall be pruned once the fronds have dropped to an 8:00 o'clock to 4:00 o'clock angle. The Contractor shall remove the fronds to a maximum 10:00 o'clock to 2:00 o'clock angle and all seed and emerging seed pods will be removed. Pruning of palms shall occur minimum of (3) times per year between the months of March through October.
- All Phoenix species will be pruned to a maximum 9:00 o'clock to 3:00 o'clock angle.
- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

Please sign acknowledging. Signature: 


### LIGUSTRUM TREES

- Ligustrum Trees shall be maintained to have full natural heads, trimming the long runners, but keeping a loose rather than a sheared form.
- The tree should be limbed up proportionally with the size of the tree and to allow visibility, where required for safety.

Please sign acknowledging. Signature: 

### NELLIE STEVENS HOLLY AND RELATED SPECIES

- These trees shall be maintained to have thick and dense foliage. They should only be pruned to promote health, and natural development form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.

Please sign acknowledging. Signature: 



## Celebration Residential Owners Association (CROA)

### LIVE OAK AND RELATED SPECIES

- Live Oaks and related species are to be maintained to have thick dense foliage. They should only be pruned to promote healthy and natural development form. Pruning shall be kept at a minimum.
- As trees mature, only remove necessary lower branches to maintain the natural normal form of the tree, and to allow for necessary maintenance.
- The tree shall have 2/3 canopy and 1/3 clear trunk.
- All limbs that are pruned back to the main trunk or central leader shall be cut at the collar, but not damaging the collar.

Please sign acknowledging. Signature: \_\_\_\_\_

### MAGNOLIAS

- Magnolias shall be maintained to have thick and dense foliage. They should only be pruned to promote health and natural form.
- The lower limbs and foliage should never be removed. These trees are intended to obtain their natural shape with the foliage full to the ground.
- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood. To encourage full and dense foliage, **prune lightly in the fall** or early spring (**before the spring flush**), by removing 6" to 10" of foliage in appropriate areas and trimming leggy branches, to promote natural shape and form. **The central leader shall not be removed.**
- Branches shall be maintained away from structures and maintained to not extend into alleyways, sidewalks and pedestrian areas.

Please sign acknowledging. Signature: \_\_\_\_\_

### ALL TREE SPECIES

- Pruning shall not be done routinely, but mainly to remove diseased, damaged, or dead wood, or to provide visibility. Contractor shall be responsible for pruning up to the first fifteen (15) feet of trees as needed to maintain a natural and healthy appearance. All Trees should maintain a (5) feet clearance from any structure or townhome/residence.
- All broken limbs or debris resulting from winds, storms; or other causes shall be removed promptly, or immediately if impeding safety.
- Pruning cuts shall be clean and smooth with no rough or torn bark or wood remaining.
- 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 and will require replacement at the Contractors expense upon discovery.
- Pruning of all trees needs to be maintained year-round to specifications.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease. Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems. All use of chemicals shall comply with all applicable regulatory and safety standards and shall be applied by appropriately trained and licensed pest control specialists.
- Areas treated shall have

Please sign acknowledging. Signature: \_\_\_\_\_

### FERTILIZATION OF TREES

- Proper fertilization for the varied trees shall be performed three (3) times per year with a complete commercial fertilizer such as 8-2-12, 12-2-14, or 13-3-13 containing a minimum of 25% slow-release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. Fertilizer shall be broadcast evenly over the entire root zone out to the drip line. Applications shall be at the labeled rate on the bag, and applied in March, June, and September.
- Palms shall be fertilized three (3) to four (4) times per year with a fertilizer with an analysis of 8-2-12 plus 4% Magnesium (Mg.) and 2% Manganese (MN) and 0.10% to 0.15% Iron (Fe), Zinc (Zn), Boron (B), and Copper (Cu). One hundred percent (100%) of the Nitrogen (N), Potassium (K), and Magnesium (Mg.) should be in controlled release form, while all the micronutrients except Iron (Fe) should be in Sulfate form. Two percent (2%) Iron (Fe) from Iron Sulfate can substitute for 0.15% Iron (Fe) from chelated forms. (EDTA, DTPA, etc.). This product is to be applied at the rate of 1.5 pounds per 100 square feet of palm canopy or bed area, or 15 pounds per 1000 square feet.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: \_\_\_\_\_

### FLOWER BED MAINTENANCE

- Annual flower beds shall be maintained in a fashion to allow for a full, colorful appearance always throughout the year. Beds shall be kept free of spent flowers, weeds, and debris.
- Shrubs and turf surrounding annual beds must be trimmed to keep them from encroaching on the annual flowers and reducing the bed size. The original size of the beds and the annual flower count as described must remain the same.
- 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 appearance.


Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### WEED CONTROL

Beds are to be kept free of weeds, landscape debris and trash. Hand weeding shall be done as necessary. The use of pre-emergent and selective herbicides is required for all Annual Flower beds.

Please sign acknowledging. Signature: 

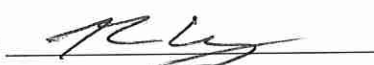
### DISEASE AND PEST CONTROL

- All plant material shall be reasonably free of pest infestations, fungus, and disease.
- Regular inspections during normal maintenance operations shall be undertaken by qualified individuals to identify and respond to such conditions. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.
- Proper fertilization, proper watering, and proper drainage shall be practiced promoting plant vigor and resistance to pests and disease.
- Chemical application shall be used as appropriate to prevent damage, promote healthy and continued growth, and to treat and cure identified problems.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets.

Please sign acknowledging. Signature: 

### PESTICIDE USE SPECIFICATIONS

- Contractor shall have extensive knowledge and experience developing and implementing Integrated Pest Management Programs (IP: tvf) and shall develop, implement, and adjust an IPM program for all sites included in this contract.
- All pesticide applications are to be made by or under the supervision of a person or persons with appropriate valid licenses, permits or certificates issued pursuant to all applicable Federal, State, or local laws or regulations. Said person or company is to be currently registered to conduct a pest control business in the State of Florida and the County of Osceola.
- Pesticide applications are to be made in strict compliance with the product label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state, or federal regulatory agency.
- Within thirty days of the award of contract, and/ or prior to the actual start of work, Contractor shall supply to the CROA Representative a list of all chemicals proposed to be used in the fulfillment of said contract. No "generic" chemicals shall be allowed for substitution purposes, unless approved by the CROA Representative.
- The most current specimen labels and Safety Data Sheets for all listed chemicals shall be supplied at this time and Copies of both the P.C.A. recommendations and applicable Pest Control Advisor and Qualified Applicator Licenses or Qualified Applicator Certificates, shall be submitted. All above-mentioned items shall be resubmitted in January of each year the Contract is in effect.
- CROA shall be notified in writing of any changes or deviations from the above list. Application of deviated materials shall not be made prior to approval by the CROA Representative.
- A five-working day notice in writing shall be given to CROA prior to any pesticide application so the notice can be communicated to the residents in advance. Notice shall include name of chemical, area to be treated, rate of chemical, method of application, date and time of day application is to be performed. CROA must give written consent prior to application of any Category I, or restricted use, pesticide.
- Areas treated shall have signs posted on all areas treated with chemicals to alert residents, especially those with children and pets

Please sign acknowledging. Signature: 





## Celebration Residential Owners Association (CROA)

### REFUSE CONTROL

- Areas within the project limits shall be kept free of litter and refuse (trash, cans, paper, bottles, cigarette butts, etc. and accumulations of leaves, dirt, and branches) always.
- Policing and litter pickup shall occur as often as necessary to ensure a clean, litter-free appearance.

Please sign acknowledging. Signature: \_\_\_\_\_

### REPLACEMENT OF PLANTS TO MAINTAIN DESIGN INTENT

- No changes or additions of plant materials, and no changes or additions to the design or layout of the landscaping shall be made without review and approval of CROA.
- Any tree, palm, shrub, or groundcover plantings which die, or which are damaged or decline to the extent of affecting the overall appearance of the project, shall be replaced promptly with the same species in a size which reasonably matches the plant it is replacing, to preserve the design intent and appearance of the landscaping.
- Any tree or plant which is abusively pruned in noncompliance with these specifications shall be replaced by the same species in a size which reasonably matches the plant it's replacing.
- **The Contractor shall be responsible for the full cost of such replacements where required due to incorrect maintenance (abusive pruning, fertilizer burn, etc.) or to inadequate maintenance (disease, pests, fungus, irrigation negligence, etc.). The Service Area/CROA shall be responsible for the full cost of such replacements only due to damaging acts by others, acts of God, and/ or other circumstances not attributable to actions or inactions of the Contractor.**
- If the plan included annuals or perennials, replacements shall be made on a seasonal basis, or whenever required, to maintain an acceptable year-round effect. Conversion of bedding plant areas to other landscape plants shall be subject to review and approval by CROA.

Please sign acknowledging. Signature: \_\_\_\_\_

### PLANT GUARANTEE AND/OR REPLACEMENT POLICY

- Existing plants shall be replaced by Contractor if they die due to Contractor's negligence.
- All replacement plants shall be inspected and approved by CROA prior to installation. All landscape improvements or repairs shall conform to the Celebration Residential Owners Association, Inc. Landscape Specifications and Details.
- The Contractor must assume the maintenance responsibility and warrant future landscape improvements, new installation and refurbishment of existing landscape as specified within this scope.
- The Contractor and the CROA Representative will conduct an inspection of said landscape prior to final acceptance by CROA.
- Contractor shall submit an inspection report to the CROA Representative within 3 days following the inspection which must list all concerns and recommendation to correct. If said inspection report is not submitted as required, Contractor must accept and assume the plant replacement warranty for the remainder of the contract term without consideration of compensation.
- Any issues discovered during the inspection process will be corrected based on plant health.


Please sign acknowledging. Signature: \_\_\_\_\_



# Celebration Residential Owners Association (CROA)


## MULCHING

- All plant beds and tree rings shall be maintained with an adequate and neat layer of Cocoa Brown Hardwood Mulch or Pine Straw if approved by ARC and shall not exceed 3" in depth. **Mulching shall occur twice per year during the months of April and September/ First week of October depending on the request of the individual service area.**
- **(ALL Service Area Mulch must be installed by April 15th and October 1<sup>st</sup>).**
- Contractor will replenish mulch where disturbed due to mowing operations such as edge of landscape beds and tree rings. This shall have performed at no additional cost to CROA.
- Care should be taken during mulching to not cover landscape lighting, valves, junction boxes or other structures and components.
- Care shall be taken to avoid piling mulch around the plant crowns or trunks.

Please sign acknowledging. Signature: 


## IRRIGATION SYSTEMS

- The Irrigation Contractor / Technician(s) shall be Rain Bird Maxicom Certified and must submit proof of a minimum of 3 years' experience with Irrigation installation and maintenance including ESP-LXD Series Two-Wire Decoder Controllers, flow meter, rain gauge, soil moisture sensors and a good understanding of Evapotranspiration and the ability to utilize such knowledge for the benefit of a healthy landscape.
- Irrigation systems and components shall be monitored to ensure that proper coverage is always achieved. Contractor shall provide one dedicated and certified Irrigation Technician for every 300 zones.

Please sign acknowledging. Signature:  N/A

## IRRIGATION REPAIRS

- The Contractor shall be responsible for repair of all site irrigation beginning with the customer service valve; downstream from the water meter, all pressure main lines, or any equipment in line (flow meters, master valves, etc.), through lateral lines and sprinkler heads; including all irrigation controllers, weather stations, rain gauges, control, and communication wiring, wireless and air cards. Contractor shall notify CROA Representative of any main line failure within two (2) hours of occurrence.
- **The CROA Representative shall approve all repairs in advance. The Contractor shall notify the CROA Representative once repairs are completed and prior to back filling any repairs to allow for inspection. Once inspected, the CROA Representative will notify the Contractor to backfill the repair. If the open repair presents a hazard to the public the repair shall be back filled as authorized by the CROA Representative. Photographs of the repairs shall be submitted.**
- **Damage to irrigation systems caused by the Contractor shall be the responsibility of the Contractor to repair within 48 hours of occurrence, self-discovery, or notification by CROA.**
- All replacement parts and materials are to be same type and model as original installation unless a substitute is approved by CROA representative. Failure to do so shall result in a deduction from monthly payments. In addition, a performance deficiency notice shall be issued to the Contractor.


Please sign acknowledging. Signature: 



## Celebration Residential Owners Association (CROA)

### IRRIGATION SCHEDULING AND WATER MANAGEMENT

- Contractor shall be responsible for the programming and monitoring of irrigation controllers that are part of the Rain Bird centralized systems and any future cloud-based smart irrigation control systems. The Contractor shall be responsible for programming all standalone irrigation controllers.
- For changes to irrigations schedules controlled by the Central Irrigation Computers (Ivfaxicom) and any future cloud-based smart irrigation control systems the Contractor shall submit proposed irrigation schedules or a request to change a. schedule to the CROA Representative and the Celebration Community Development District Representative, two (2) days in advance of the needed change. The CROA Representative, using information provided by the Contractor, shall ensure the schedules are updated by the CCDD by the date requested.
- The Contractor shall perform inspections and repairs of all irrigation systems within contracted sites on the following schedule:

Please sign acknowledging. Signature: 

### Service Areas Inspection/Reports

- Irrigation inspection reports are to be completed One (1) time per month October - February & two (2) times month March – September. Detailed inspection report must be emailed to the CROA representative on the date that the inspection is completed.
- All inspections shall be included in the calendar work schedule submitted monthly.
- The Contractor shall be responsible for programming each non-centralized irrigation controller to run only on assigned watering days as required by the Enterprise Community Development District (ECDD). Failure to do so shall result in a penalty of \$100 per occurrence per irrigation controller for those observed to not be programed as required.
- CROA shall have final determination as to the appropriate programming of the Irrigation Controllers. Upon discovery, the Contractor shall immediately report any irrigation system malfunctions, vandalism or damage to the CROA representative. The Contractor shall be responsible for necessary repairs to irrigation controllers.
- The CROA Representative shall inspect and confirm any proposed repairs to irrigation controllers prior to commencement.
- The Contractor shall furnish CROA with copies of all invoicing and associated inspection report, with location, pricing and quantities listed, for all irrigation system repairs. Invoice and inspection reports must indicate the exact location of the repairs, the controller and valve number to be considered for payment.

### IRRIGATION SPECIAL PROVISIONS - WATER MANAGEMENT

- Contractor shall keep all controllers in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance.
- Contractor shall keep all controller enclosures in good working order. This includes cleaning door panels, vacuuming interiors, pest prevention-eradication, lubrication of hinges, locks, etc. Contractor is responsible for always securing the controller cabinet door.
- Contractor shall adjust all aspect of the irrigation systems to:
  - Provide optimum coverage of all landscaped areas.
  - Prevent or minimize runoff and/ or erosion.
  - Prevent or minimize water on roadways.
  - Match precipitation rates of all nozzles/heads.
  - Prevent, eliminate and/ or limit hazardous conditions.
  - Prevent "flood irrigation"; over irrigating one area to account for coverage deficiency in another area.



## Celebration Residential Owners Association (CROA)

- All system malfunctions, damage, and obstructions shall be recorded, and timely corrective action taken in addition to specified routine irrigation system testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported; daily, if needed.
- Contractor shall correct deficient irrigation systems and equipment as necessary following notification from the CROA Representative.
- Contractor shall notify the CROA Representative immediately any time an irrigation system is shut down for any reason.
- The Contractor shall have full responsibility to ensure watering requirements are met within each CROA site. Contractor's forces shall be capable of performing repairs, installations, and modifications of existing irrigation systems to adequately irrigate all landscaped areas.
- The Contractor must ensure that sprinkler heads are in good operational order, filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, nozzle and filter replacements shall be considered as included in the contract price and no additional compensation shall be allowed.
- All electrically operated valves shall close completely at the conclusion of the station-watering program. As needed, valves shall be cleaned, repaired and/ or replaced promptly to restore proper operation. As part of the base bid, valve boxes shall be kept clean of sand, debris, and silt to a depth of 2" below the bottom of the valve.

Please sign acknowledging. Signature: \_\_\_\_\_

### MATERIALS

- All replacement materials shall be original types and model materials unless a substitute is approved by the CROA Representative. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems. Contractor shall implement repairs in accordance with all warranties.
- Cost of materials invoiced to CROA, if not listed on the unit price sheet, shall be the Contractor's actual cost plus a maximum 15% markup. Labor shall be considered as included in total contract price and no additional compensation shall be allowed. All parts and material invoices must include a copy of the irrigation inspection report specific to each project category location.
- The cost of all replacement materials will be broken down and given in the contract that is submitted in the price of the proposal and shall remain the price given during the contract period.

Please sign acknowledging. Signature: \_\_\_\_\_



## Celebration Residential Owners Association (CROA)

### DISASTER/ EMERGENCY PLAN

- When a Hurricane Warning has been issued for the Central Florida area, the Contractor must turn off all irrigation systems immediately as directed by the CROA Representative. This is to include weekends and holidays. Once the Hurricane threat has passed, the Contractor shall ensure all irrigation systems are fully operational within 48 hours as directed by the CROA Representative.
- In the event of a declared emergency or disaster, Contractor shall provide debris removal services. Prior to mobilization for debris removal activities, Contractor shall provide CROA, in writing, hourly rates for personnel and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. (Contracted hourly rates will be included during the RFP process and effective during the contract period).
- Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- Disaster Recovery Assistance Services shall not exceed seventy (70) hours for each declared emergency/ disaster.
- Contractor shall maintain and supply CROA all the necessary and adequate documentation on all emergency/ disaster-related services to support reimbursement by other local, state, or federal agencies. (Including before and after pictures).
- CROA reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. CROA will not be held responsible for any loss incurred by Contractor because of CROA's election to terminate these activities pursuant to this paragraph.
- Once declared by the county that it is no longer under a hurricane, tropical storm and tornado warning, contractor must communicate with the CROA representative of when work will commence. Any fallen trees/debris that are causing a safety hazard or obstruction must be removed immediately.

Please sign acknowledging. Signature: \_\_\_\_\_


### INSURANCE; INDEMNIFICATION

- Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:
- Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and
- Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.
- All such insurance required shall be in companies and on forms acceptable to CROA and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to CROA. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to CROA. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.




## Celebration Residential Owners Association (CROA)

- Contractor shall defend (if requested by CROA), indemnify and hold CROA and its officers, directors, agents, employees and assigns harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement; or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

Please sign acknowledging. Signature: 


### COURTYARDS

- Some Townhomes in the Service Areas have maintenance that includes all the gated courtyards “unless the homeowner has requested, or the gated area is locked”. Many homeowners have installed pavers in most of the yard but any landscape in the ground must be maintained per this scope
- It is of importance that the landscaping crews close all gates once they have completed all service in the courtyards, ensure that the gate has securely latched.

Please sign acknowledging. Signature: 

### HOMEOWNER REQUESTS/INSTRUCTIONS

- Owners may ask for special care at their properties. We generally ask that any requests go through the Service Area Committee or the CROA office so there is maintenance consistency. CROA staff will confirm any requests or concerns for alternate maintenance of a unit.

Please sign acknowledging. Signature: 

I BRYAN CAUSK Have read the scope of work in its entirety and acknowledge and understand the guidelines and specifications that are required.

Signature 

Date 11/15/2022

EXQUISITE  
LAWN CARE  
407-719-5944

52 Riley #402  
Celebration, FL 34747  
(407) 719-5944

[brian@exquisitelawncafe.com](mailto:brian@exquisitelawncafe.com)

CROA 11/15/2022

To whom it may concern,

We are pleased to have the opportunity to bid on multiple areas for CROA. We appreciate the opportunity to provide you with information about our company, staff and experience.

We are a family-owned company, and since purchasing Exquisite Lawn Care in 2010 have continually grown the company. I have previously worked for Isleworth, Seaworld, and Universal Studios as a Horticulturist and Lead Horticulturist. I have also held the position of Account Manager with a larger commercial maintenance company. I hold a Trade Certificate with Valencia Community College in Horticulture, am a Certified Florida Friendly Landscape Professional, and also currently certified as a Horticulture Professional with the FNGLA. Most of my experience is with managing larger commercial lawn maintenance accounts and commercial landscaping projects much like the service areas.

We have extensive knowledge in Celebration covenants and requirements. We currently have a healthy mix of commercial and residential properties inside Celebration, the majority with long-standing contracts or agreements as we do not hold contracts with our single-family residence accounts, many we have had since 2010. Our staff and teams are dedicated and knowledgeable and take great pride in their work. We are consistently complimented on their friendly demeanor and polite mannerisms.

Irrigation will be handled by our company. Our irrigation team will be ready to handle any problems that arise quickly and efficiently. Pest control including fertilization will be handled by either TruGreen or Pest Patrol and overseen by their general manager and myself. Both TruGreen and Pest Patrol have been operating in Celebration for many years. Arboriculture will be handled by our team or with PTC Tree Work for larger scale pruning. We introduced PTC to Celebration back in 2010 and their reputation and workload has only grown since then. Recently, both TruGreen and PTC have been helping us turn around the many neighborhood parks in Celebration, and we look forward to continuing to improve these areas over the next 3 – 5 years.

Please feel free to contact me with any questions, comments, or concerns.

Sincerely,



Brian Causey



# Celebration Residential Owners Association (CROA)

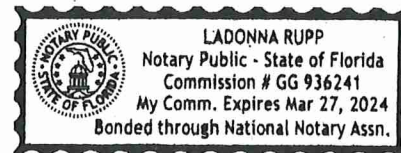
## CONTRACTOR'S AFFIDAVIT

State of Florida  
County of Osceola

Before me personally appeared Brian Causey who (title) is GM of (the company described herein) being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by CROA deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known or Produced Identification Florida Driver License

Sworn to and subscribed before me this 16 day of November, 2022



NOTARY PUBLIC - STATE of FLORIDA  
(Signature of Notary Public)

(Print Name of Notary Public)

*This document must be completed and returned with your Submittal*



## BID RESPONSE FORM

Company Name: JRSR LLC DBA Exquisite Lawn Care Contact: Brian Causey  
 Email: brian@exquisitelawncare.com Phone: 407 719 5944

I Brian Causey, on behalf of Exquisite Lawn Care, submit the following bids as indicated below:

Please provide a bid price for the following items:

- Total price per calendar year of contracted services
- Pricing Worksheet (example attached)

**NOTE(S):**

When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in CROA's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.


All price information to be used in the RFP evaluation must be on this proposal form.

CROA reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

*"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully regarding all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with CROA in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor, and service necessary to complete the work covered by the RFP and Contract Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.*

*Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP."*

Executed by:

Brian Causey	General Manager		11/15/2022
Agent Name	Title	Signature	Date

***This document must be completed and returned with your Submittal***



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Southern Insurance Group, Inc.</b> 1230 Oakley Seaver Drive, Suite 200 Clermont, FL 34711 License #: A133350	CONTACT NAME: <b>Cooper Johnson</b>	FAX (A/C, No): <b>(352)243-7000</b>	
	PHONE (A/C, No, Ext): <b>(352)243-9000</b>	E-MAIL ADDRESS: <b>cooper@insurewithsouthern.com</b>	
INSURED <b>JRSR LLC</b> DBA Exquisite Lawn Care 6905 Greengrove Blvd Clermont, FL 34714-8364	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Auto Owners Insurance</b>		<b>10190</b>
	INSURER B: <b>Auto Owners Insurance</b>		<b>18988</b>
	INSURER C:		
	INSURER D:		
	INSURER E:		

## COVERAGES

CERTIFICATE NUMBER: 80262724-781993

REVISION NUMBER: 32

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			72234538	02/27/2022	02/27/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> Hired/Non-Owned \$ <b>1,000,000</b>
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			5164137900	04/26/2022	04/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Celebration Residential Owners Associations</b> <b>C/O Grand Manors</b> <b>P.O. Box 803555</b> <b>Dallas, TX 75380</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

(CWJ)

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## SPRING LAKE PARK (1581 Castile St)

Vendor	Annual cost Bid
Benchmark Landscaping	\$58,825.00
Greenleaf Landscaping	\$0.00
Prince & Sons Inc.	\$28,329.00
Ground Guys Landscaping	\$0.00
TRIMAC Outdoor	\$0.00
Action Environmental Services Florida	\$0.00
Exquisite Lawncare	\$55,754.00
Exquisite Lawncare Option #2	\$84,245.00
Exclusive Landscape Group	\$0.00
Total Sqft	

Current Contract

# Action Item – Consent Agenda A16

## Savannah Square Landscaping Contract

## Action Item – Consent Agenda A16

<b>Motion Subject:</b>	
<b>Funding Source:</b>	Savannah Square Service Area Reserve Funds
<b>Budgeted Amount:</b>	Landscape Improvements – Line Item 5.018 2022- Reserve Study \$1,759.00 2021- Reserves \$1,700.00 – 2022 Reserves \$1700.00 a total of \$5,159.00
<b>Bids Received:</b>	Exquisite Landscaping \$10,839.00
<b>Rationale:</b>	Savannah Square Townhomes has not completed any Landscaping upgrades for the last three years. Now that the painting has been completed, the Homeowners are requesting the work to be completed to bring the service area up to standards. The bid is over the budgeted amount for the past three years; however, they had a savings by not replacing the shutters of \$33,200.00.
<b>Management Recommendation:</b>	Management recommends that Exquisite Lawncare completes the landscaping improvements needed at Savannah Square Townhomes as it was approved by the Service Area Committee.
<b>Motion on Agenda:</b>	Motion to approve Landscaping Improvements for Savannah Square by Exquisite Landscaping in the amount of \$10,839.00- Service Area Reserve Funds.

**Exquisite Lawn Care**  
 52 Riley Rd #402  
 Celebration, FL 34747 US  
 +1 4077195944  
 billing@exquisitelawncare.com  
 www.exquisitelawncare.com



## Estimate

### ADDRESS

CROA  
 Celebration Residential  
 Owner's Assc  
 851 Ave  
 Celebration,  
 Celebration, FL 34747

**ESTIMATE # 2163**

**DATE 12/04/2022**

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	<b>SAVANNAH SQUARE</b> PLEASE NOTE: The quantities do not match between the list and the drawings on some items. I have used the quantities from the drawings			
	<b>Demo &amp; Site Prep</b> Demolition & Site Preparation	40	55.00	2,200.00
	<b>Plant Installation</b> HOA- 1 Gallon Asiatic Jasmine installed	66	8.00	528.00
	<b>Plant Installation</b> HOA- 4" Asiatic Jasmine installed	100	5.50	550.00
	<b>Plant Installation</b> HOA- 3 Gallon Dwarf Red Ixora installed	24	20.00	480.00
	<b>Plant Installation</b> HOA- 1 Gallon Society Garlic installed	30	8.00	240.00
	<b>Sod</b> HOA- sod installation for 730	1	350.00	350.00
	<b>Mulch</b> HOA- Mulch	32	8.00	256.00
	<b>Plant Installation</b> 4" Mondo installed	246	5.50	1,353.00
	<b>Plant Installation</b> 1 Gallon Asiatic Jasmine installed	242	8.00	1,936.00
	<b>Plant Installation</b> 1 Gallon Society Garlic installed	66	8.00	528.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT	
	Plant Installation	1 Gallon Orange Bulbine installed	74	8.00	592.00
	Plant Installation	3 Gallon Dwarf Red Ixora	34	20.00	680.00
	Mulch	Mulch	112	8.00	896.00
	Irrigation Repair	Irrigation adjustments	1	250.00	250.00

SAVANNAH SQUARE

SUBTOTAL 10,839.00  
TAX 0.00  
**TOTAL \$10,839.00**

Accepted By

Accepted Date



# Action Item – Consent Agenda A17

## Island Village Townhomes Landscaping Service Agreement

## Action Item – Consent Agenda A17

<b>Motion Subject:</b>	New Landscaping Service Agreement for Island Village Townhomes
<b>Funding Source:</b>	Island Village-Service Area Operations Budget
<b>Budgeted Amount:</b>	2023-\$57,100.00 Annually
<b>Bids Received:</b>	Exquisite Lawn Care \$21,990.00 Annually/ Monthly \$1,832.50
<b>Rationale:</b>	CROA is taking over buildings 5,7,8,9,17,18,20, 21, and 22 from the Developer. CROA will continue to take over other buildings within the next year. Exquisite Landscaping has started maintaining buildings 7,8 and 9, effective December 1st, 2022. Management is requesting that we have a service agreement with Exquisite Landscaping for a term of one year from January 1, 2023, to December 31st, 2023, until all buildings are turned over and management can create an accurate request for proposals for future years
<b>Management Recommendation:</b>	Management recommends that Exquisite Landscaping services Island Village Townhomes Service Area for the year of 2023.
<b>Motion on Agenda:</b>	Motion to approve New Landscaping Contract for Island Village with Exquisite Landscaping in the amount of \$1,832.50 per month- Service Area Operating Fund.

**Exquisite Lawn Care**  
 52 Riley Rd #402  
 Celebration, FL 34747 US  
 +1 4077195944  
 billing@exquisitelawncare.com  
 www.exquisitelawncare.com



## Estimate

**ADDRESS**

CROA  
 Celebration Residential  
 Owner's Assc  
 851 Ave  
 Celebration,  
 Celebration, FL 34747

**ESTIMATE # 2169**

**DATE 12/08/2022**

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	ISLAND VILLAGE SERVICE AREA BUILDINGS 17, 18, 20			
	<b>Lawn Care</b> Monthly lawn maintenance	1	330.00	330.00
	<b>Irrigation</b> Monthly Irrigation Inspection	1	170.00	170.00
	<b>Pest control</b> Monthly Pest Control	1	150.00	150.00
SUBTOTAL				650.00
TAX				0.00
<b>TOTAL</b>				<b>\$650.00</b>

Accepted By

Accepted Date

**Exquisite Lawn Care**  
 52 Riley Rd #402  
 Celebration, FL 34747 US  
 +1 4077195944  
 billing@exquisitelawncare.com  
 www.exquisitelawncare.com



## Estimate

**ADDRESS**

CROA  
 Celebration Residential  
 Owner's Assc  
 851 Ave  
 Celebration,  
 Celebration, FL 34747

**ESTIMATE # 2167**

**DATE 12/06/2022**

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	ISLAND VILLAGE SERVICE AREA BUILDINGS 5, 21, 22	0	0.00	0.00
<b>Lawn Care</b>	Monthly lawn maintenance	12	452.00	5,424.00
<b>Irrigation</b>	Monthly Irrigation Inspection	12	255.00	3,060.00
<b>Pest control</b>	Monthly Pest Control	12	150.00	1,800.00
SUBTOTAL				10,284.00
TAX				0.00
<b>TOTAL</b>				<b>\$10,284.00</b>

Accepted By

Accepted Date

**Exquisite Lawn Care**  
 52 Riley Rd #402  
 Celebration, FL 34747 US  
 +1 4077195944  
 billing@exquisitelawncare.com  
 www.exquisitelawncare.com



## Estimate

**ADDRESS**

CROA  
 Celebration Residential  
 Owner's Assc  
 851 Ave  
 Celebration,  
 Celebration, FL 34747

**ESTIMATE # 2168**

**DATE 12/06/2022**

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	ISLAND VILLAGE SERVICE AREA BUILDINGS 5, 21, 22			
	<b>Lawn Care</b> Monthly lawn maintenance	1	452.00	452.00
	<b>Irrigation</b> Monthly Irrigation Inspection	1	255.00	255.00
	<b>Pest control</b> Monthly Pest Control	1	150.00	150.00
SUBTOTAL				857.00
TAX				0.00
TOTAL				<b>\$857.00</b>

Accepted By

Accepted Date

# Action Item – Consent Agenda B1

## Replacement/ Repair of pavers at Lutyens Park

## Action Item – Consent Agenda B1

<b>Motion Subject:</b>	Replacement and Repair of Pavers at Lutyens Passive Park
<b>Funding Source:</b>	CROA Passive and Active Parks Reserve Funds
<b>Budgeted Amount:</b>	1.021 Brick Pavers, Phased 2022 \$43,875.00
<b>Bids Received:</b>	Phoenix Works \$3,250.00
<b>Rationale:</b>	Some of the pavers have lifted and are causing a potential trip hazard.
<b>Management Recommendation:</b>	Management recommends replacing and repairing the pavers at Lutyens Park, as some of the pavers have lifted and are causing a potential trip hazard.
<b>Motion on Agenda:</b>	Motion to approve repairs and replacement of pavers at Lutyens Park by Phoenix Works in the amount of \$3,250.00- CROA Replacement Reserve Funds.

Phoenix Works  
5500 Commerce Dr Ste 1  
FL US



## Estimate

### ADDRESS

Inc. Celebration Residential  
Owner's Association  
Celebration Residential  
Owner's Association, Inc.  
C/O Grand Manors  
851 Celebration Ave,  
Celebration, FL 34747

ESTIMATE # 2036

DATE 11/03/2022

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### ACTIVITY

#### Services

At Lutyens Park (#48) supply labor, material and equipment to complete the following scope of work (1) repair low areas of pavers in main circle and rectangle at opposite end; (2) repair approximately 8 LF of border pavers; (3) pressure wash , sand and seal all areas; (4) prep, prime and paint 2 sign poles with Sherwin Williams DTM paint in color to match existing; (5) remove debris and clean work areas upon completion.

QTY	RATE	AMOUNT
1	3,250.00	3,250.00

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TOTAL

**\$3,250.00**

Accepted By

Accepted Date















# Action Item – Consent Agenda B2

## Replacement and Repair of Pavers at Green Square Passive Park

<b>Motion Subject:</b>	Replacement and Repair of Pavers at Green Square Passive Park
<b>Funding Source:</b>	CROA Passive and Active Parks Reserve Funds
<b>Budgeted Amount:</b>	1.021 Brick Pavers, Phased 2022 \$43,875.00 1.252 – Green Park Arbors Paint finishes and repairs \$3,105.00 budgeted for 2023
<b>Bids Received:</b>	Phoenix Works \$9,650.00
<b>Rationale:</b>	Some of the pavers have lifted and are causing a potential trip hazard. Some areas of the sidewalks are not even and have lifted, also causing a safety issue. The arbors are in bad condition and need to be replaced.
<b>Management Recommendation:</b>	Management recommends replacing and repairing the pavers at Green Square Park, as some of the pavers have lifted and are causing a potential trip hazard. Also, replacement of the arbors.
<b>Motion on Agenda:</b>	Motion to approve repair and replacement of pavers, sidewalk grinding and arbor replacement at Green Square Park by Phoenix Works in the amount of \$4,150.00- CROA Replacement Reserve Funds.



B3



Phoenix Works  
5500 Commerce Dr Ste 1  
FL US

# Estimate

## ADDRESS

Inc. Celebration Residential  
Owner's Association  
Celebration Residential  
Owner's Association, Inc.  
C/O Grand Manors  
851 Celebration Ave,  
Celebration, FL 34747

ESTIMATE # 2038

DATE 11/03/2022

### ACTIVITY

QTY

RATE

AMOUNT

#### Services

1

9,650.00

9,650.00

At Green Square (#50) supply labor, material and equipment to complete the following scope of work: (1) grind 3-5 lifted sections of sidewalk; (2) remove and replace 1 section of damaged sidewalk; (3) remove, level, and reset pavers underneath benches approximately (125 sf); (4) remove, repair, and/or replace (as needed) landscape pavers (approximately 800 LF); (5) pressure wash all paver and concrete areas; (6) sand and seal pavers; (7) remove and dispose of both existing arbors; (8) rebuild both arbors with new PT lumber to in same style and configuration as existing; (8) prep, prime and paint both arbors in color selected by Client or to match existing; (9) remove debris and clean work areas upon completion.

TOTAL

**\$9,650.00**

Accepted By

Accepted Date

## Action Item – Consent Agenda B3

Replacement/ Repair of pavers  
and grinding of sidewalks at  
Ashbee Park

<b>Motion Subject:</b>	Replacement Repair of pavers and grinding of sidewalks at Ashbee Park
<b>Funding Source:</b>	CROA Passive and Active Parks Reserve Funds
<b>Budgeted Amount:</b>	1.021 Brick Pavers, Phased 2022 \$43,875.00/ 1.036 Concrete sidewalks partial 2022 \$22,310.00
<b>Bids Received:</b>	Phoenix Works \$4,150.00
<b>Rationale:</b>	Some of the pavers have lifted and are causing a potential trip hazard. Also, several areas of the sidewalks have lifted, causing an additional tripping hazard
<b>Management Recommendation:</b>	Management recommends replacing and repairing pavers at Ashbee Park, as some of the pavers have lifted and are causing a potential trip hazard. In addition, sidewalk grinding is needed, and multiple areas have been raised.
<b>Motion on Agenda:</b>	Motion to approve sidewalk repairs, repairs of pavers replacement of both arbors at Ashbee Park by Phoenix Works in the amount of \$4,150.00- CROA Replacement Reserve Funds.

# BZ



Phoenix Works  
5500 Commerce Dr Ste 1  
FL US

## Estimate

### ADDRESS

Inc. Celebration Residential  
Owner's Association  
Celebration Residential  
Owner's Association, Inc.  
C/O Grand Manors  
851 Celebration Ave,  
Celebration, FL 34747

ESTIMATE # 2037

DATE 11/03/2022



### ACTIVITY

#### Services

At Ashby Park (#49) supply labor, material and equipment to complete the following scope of work (1) remove, repair and reset pavers (as needed); (2) refresh mortar border (as needed); (3) repair landscape paver border (remove pavers, extract or grind roots, install fines, reset paver); (4) grind 4-7 lifted sections of concrete sidewalk; (5) gap, crack, and fill 1-3 areas of sidewalk needing repair; (6) pressure wash pavers and monument; (7) sand and seal all pavers; (8) remove debris and clean work areas upon completion.

QTY	RATE	AMOUNT
1	4,150.00	4,150.00

TOTAL

**\$4,150.00**

Accepted By

Accepted Date

# Action Item – Consent Agenda B4

## Repairs of Sidewalks and Pavers at Oscar Passive Park

<b>Motion Subject:</b>	Repairs of Sidewalks and Pavers at Oscar Passive Park
<b>Funding Source:</b>	CROA Passive and Active Parks Reserve Funds
<b>Budgeted Amount:</b>	1.021 Brick Pavers, Phased 2022 \$43,875.00/ 1.036 Concrete sidewalks partial 2022 \$22,310.00
<b>Bids Received:</b>	Phoenix Works \$1,575.00
<b>Rationale:</b>	Some of the pavers have lifted and are causing a potential trip hazard. Also, several areas of the sidewalks have been raised, causing an additional tripping hazard.
<b>Management Recommendation:</b>	Management recommends replacing and repairing pavers at Oscar Park, as some of the pavers have lifted and are causing a potential trip hazard. In addition, sidewalk grinding is needed, and multiple areas have been raised.
<b>Motion on Agenda:</b>	Motion to approve the repairs of sidewalks and pavers at Oscar Park by Phoenix Works in the amount of \$1,575.00- CROA Replacement Reserve Funds.

B4



Phoenix Works  
5500 Commerce Dr Ste 1  
FL US

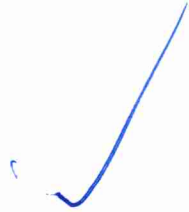
## Estimate

**ADDRESS**

Inc. Celebration Residential  
Owner's Association  
Celebration Residential  
Owner's Association, Inc.  
C/O Grand Manors  
851 Celebration Ave,  
Celebration, FL 34747

ESTIMATE # 2039

DATE 11/03/2022



**ACTIVITY**

QTY

RATE

AMOUNT

**Services**

1

1,575.00

1,575.00

At Oscar Park (#51) supply labor, material, and equipment to complete the following scope of work: (1) gap, crack, and fill 3 area of damaged sidewalk; (2) pressure wash sidewalk and paver pads under benches; (3) sand and seal paver pads under benches; (4) remove debris and clean work areas upon completion.

TOTAL

**\$1,575.00**

Accepted By

Accepted Date











# Action Item – Consent Agenda B5

## Repair of Pavers at Mosaic East Park

<b>Motion Subject:</b>	Repair of pavers at Mosaic East Park
<b>Funding Source:</b>	CROA Passive and Active Parks Reserve Funds
<b>Budgeted Amount:</b>	1.021 Brick Pavers, Phased 2022 \$43,875.00
<b>Bids Received:</b>	Phoenix Works \$2,600.00
<b>Rationale:</b>	Some of the pavers have lifted and are causing a potential trip hazard.
<b>Management Recommendation:</b>	Management recommends replacing and repairing pavers at Mosaic East Passive Park, as some of the pavers have lifted and are causing a potential trip hazard.
<b>Motion on Agenda:</b>	Motion to approve the repairs of pavers at Mosaic East Park by Phoenix Works in the amount of \$2,600.00-CROA Replacement Reserve Funds

# B5



Phoenix Works  
5500 Commerce Dr Ste 1  
FL US

## Estimate

### ADDRESS

Inc. Celebration Residential  
Owner's Association  
Celebration Residential  
Owner's Association, Inc.  
C/O Grand Manors  
851 Celebration Ave,  
Celebration, FL 34747

ESTIMATE # 2040

DATE 11/03/2022

---

ACTIVITY	QTY	RATE	AMOUNT
<b>Services</b> At Mosaic East (#52) supply labor, material, and equipment to complete the following scope of work: (1) remove, level and reset pavers in locations (3 to 4); (2) refresh or replace mortar along border by park; (3) prep, prime, and paint 2 sign posts and 4 lamps with Sherwin Williams DTM in color to match existing; (4) pressure wash, sand and seal pavers; (5) remove debris and clean work areas upon completion.	1	2,600.00	2,600.00

---

TOTAL **\$2,600.00**

Accepted By

Accepted Date















# Action Item – Consent Agenda B6

## Replacement and Repairs of Pavers at Mosaic West Passive Park

<b>Motion Subject:</b>	Replacement and Repairs of pavers at Mosaic West passive Park
<b>Funding Source:</b>	CROA Passive and Active Parks Reserve Funds
<b>Budgeted Amount:</b>	1.021 Brick Pavers, Phased 2022 \$43,875.00
<b>Bids Received:</b>	Phoenix Works \$3,650.00
<b>Rationale:</b>	Some of the pavers have lifted and are causing a potential trip hazard
<b>Management Recommendation:</b>	Management recommends replacing and repairing pavers at Mosaic Park West, as some of the pavers have lifted and are causing a potential trip hazard.
<b>Motion on Agenda:</b>	Motion to approve the repairs of pavers at Mosaic West Park by Phoenix Works in the amount of \$3,650.00- CROA Replacement Reserve Funds.

BLP



Phoenix Works  
5500 Commerce Dr Ste 1  
FL US

# Estimate

**ADDRESS**

Inc. Celebration Residential  
Owner's Association  
Celebration Residential  
Owner's Association, Inc.  
C/O Grand Manors  
851 Celebration Ave,  
Celebration, FL 34747

ESTIMATE # 2041

DATE 11/03/2022

ACTIVITY

**Services**

At Mosaic West (#53) supply labor, material, and equipment to complete the following scope of work: (1) remove, level and reset pavers in locations (as needed); (2) prep, prime, and paint 2 sign posts and 4 bird houses with posts in colors to match existing; (4) pressure wash, sand and seal pavers; (5) remove debris and clean work areas upon completion.

QTY	RATE	AMOUNT
1	3,650.00	3,650.00

TOTAL

**\$3,650.00**

Accepted By

Accepted Date



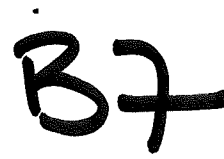




# Action Item – Consent Agenda B7

## Replacement Repair of Pavers and Grinding of Sidewalks at Craftsman Park

<b>Motion Subject:</b>	Replacement Repair of pavers and grinding of sidewalks at Craftsman Park
<b>Funding Source:</b>	CROA Passive and Active Parks Reserve Funds
<b>Budgeted Amount:</b>	1.021 Brick Pavers, Phased 2022 \$43,875.00/ 1.036 Concrete sidewalks partial 2022 \$22,310.00
<b>Bids Received:</b>	Phoenix Works \$3,975.00
<b>Rationale:</b>	Some of the pavers have lifted and are causing a potential trip hazard. Also, several areas of the sidewalks have been raised, causing an additional tripping hazard
<b>Management Recommendation:</b>	Management recommends replacing and repairing pavers at Craftsman Park, as some of the pavers have lifted and are causing a potential trip hazard. In addition, sidewalk grinding is needed, and multiple areas have lifted.
<b>Motion on Agenda:</b>	Motion to approve the repairs of pavers and sidewalks at Craftsman Park by Phoenix Works in the amount of \$3,975.00- CROA Replacement Reserve Funds.



Phoenix Works  
 5500 Commerce Dr Ste 1  
 FL US

# Estimate

**ADDRESS**

Inc. Celebration Residential  
 Owner's Association  
 Celebration Residential  
 Owner's Association, Inc.  
 C/O Grand Manors  
 851 Celebration Ave,  
 Celebration, FL 34747

ESTIMATE # 2042

DATE 11/03/2022



**ACTIVITY**

**Services**

At Craftsman Park (#54) supply labor, material and equipment to complete the following scope of work (1) remove, repair, level, and reset pavers (as needed); (2) refresh mortar border (as needed); (3) grind 3-5 lifted sections of concrete sidewalk; (4) gap, crack, and fill 1-3 areas of sidewalk needing repair; (5) pressure wash sidewalk and pavers; (6) sand and seal all pavers; (8) remove debris and clean work areas upon completion.

QTY	RATE	AMOUNT
1	3,975.00	3,975.00

TOTAL **\$3,975.00**

Accepted By

Accepted Date











# Action Item – Consent Agenda B8

## Replacement of Pavers at Tapestry East Park

<b>Motion Subject:</b>	Replacement of Pavers at Tapestry East Park
<b>Funding Source:</b>	CROA Passive and Active Parks Reserve Funds
<b>Budgeted Amount:</b>	1.021 Brick Pavers, Phased 2022 \$43,875.00
<b>Bids Received:</b>	Phoenix Works \$13,750.00
<b>Rationale:</b>	950 Square Feet of pavers have lifted and are causing a potential trip hazard.
<b>Management Recommendation:</b>	Management recommends replacing and repairing pavers at Tapestry East Park, as 950 Square feet of pavers have lifted and are causing a potential trip hazard.
<b>Motion on Agenda:</b>	Motion to approve the repairs of pavers at Tapestry East Park by Phoenix Works in the amount of \$13,750.00- CROA Replacement Reserve Funds

B8



Phoenix Works  
5500 Commerce Dr Ste 1  
FL US

# Estimate

**ADDRESS**

Inc. Celebration Residential  
Owner's Association  
Celebration Residential  
Owner's Association, Inc.  
C/O Grand Manors  
851 Celebration Ave,  
Celebration, FL 34747

ESTIMATE # 2043

DATE 11/03/2022

ACTIVITY

QTY	RATE	AMOUNT
1	13,750.00	13,750.00

**Services**

At Tapestry East (#56) supply labor, material and equipment to complete the following scope of work (1) remove, repair, level and reset all pavers (approximately 950 SF) ; (2) refresh mortar border (as needed); (3) pressure wash, sand and seal all pavers; (4) prep, prime and paint 2 sign posts in color to match existing with Sherwin Williams DTM; (5) remove debris and clean work areas upon completion.

TOTAL

**\$13,750.00**



Accepted By

Accepted Date



















# Action Item – Consent Agenda B9

## Replacement of Pavers at Tapestry West Park

<b>Motion Subject:</b>	Replacement of Pavers at Tapestry West Park
<b>Funding Source:</b>	CROA Passive and Active Parks Reserve Funds
<b>Budgeted Amount:</b>	1.021 Brick Pavers, Phased 2022 \$43,875.00
<b>Bids Received:</b>	Phoenix Works \$1,100.00
<b>Rationale:</b>	Pavers have lifted and are causing a potential trip hazard.
<b>Management Recommendation:</b>	Management recommends replacing and repairing pavers at Tapestry West Park, as the pavers have lifted and are causing a potential trip hazard.
<b>Motion on Agenda:</b>	Motion to approve the repair of pavers at Tapestry West by Phoenix Works in the amount of \$1,100.00- CROA Replacement Reserve Funds.



Phoenix Works  
5500 Commerce Dr Ste 1  
FL US

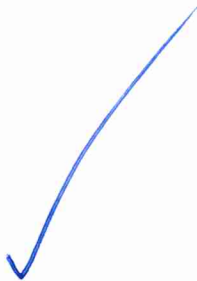
## Estimate

### ADDRESS

Inc. Celebration Residential  
Owner's Association  
Celebration Residential  
Owner's Association, Inc.  
C/O Grand Manors  
851 Celebration Ave,  
Celebration, FL 34747

ESTIMATE # 2044

DATE 11/03/2022



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### ACTIVITY

#### Services

At Tapestry West (#57) supply labor, material and equipment to complete the following scope of work (1) pressure wash, sand and seal all pavers; (2) prep, prime and paint 2 sign posts in color to match existing with Sherwin Williams DTM; (3) remove debris and clean work areas upon completion.

QTY	RATE	AMOUNT
1	1,100.00	1,100.00

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TOTAL

**\$1,100.00**

Accepted By

Accepted Date











## Action Item – Consent Agenda B10

Replacement Repair of Pavers  
and Grinding of Sidewalks at  
Canne Park and Replacement of  
Arbors

<b>Motion Subject:</b>	Replacement Repair of pavers and grinding of sidewalks at Canne Park and replacement of arbors
<b>Funding Source:</b>	CROA Passive and Active Parks Reserve Funds
<b>Budgeted Amount:</b>	1.021 Brick Pavers, Phased 2022 \$43,875.00/ 1.036 Concrete sidewalks partial 2022 \$22,310.00
<b>Bids Received:</b>	Phoenix Works \$2,850.00
<b>Rationale:</b>	Some of the pavers have lifted and are causing a potential trip hazard. Also, several areas of the sidewalks have been lifted, causing an additional tripping hazard. Arbors need to be replaced as they are rotted.
<b>Management Recommendation:</b>	Management recommends replacing and repairing pavers at Canne Park, as some of the pavers have lifted and are causing a potential trip hazard. In addition, sidewalk grinding is needed, and multiple areas have lifted. Also, arbors need replacement as they have wood rot.
<b>Motion on Agenda:</b>	Motion to approve the repair sidewalks, replace trim on arbor posts at Canne Park by Phoenix Works in the amount of \$2,850.00- CROA Replacement Reserve Funds.

Phoenix Works  
5500 Commerce Dr Ste 1  
FL US



## Estimate

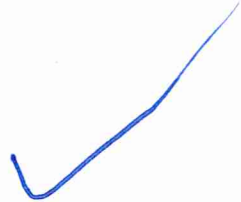
### ADDRESS

Inc. Celebration Residential  
Owner's Association  
Celebration Residential  
Owner's Association, Inc.  
C/O Grand Manors  
851 Celebration Ave,  
Celebration, FL 34747

ESTIMATE # 2045

DATE 11/03/2022

ACTIVITY	QTY	RATE	AMOUNT
<b>Services</b> At Canne (#14) supply labor, material and equipment to complete the following scope of work (1) grind 5 to 6 lifted sections of sidewalk; (2) prep, prime and paint 2 sign posts in color to match existing with Sherwin Williams DTM; (3) remove and replace rotten trim on all 4 arbor post bases; (4) caulk, prep, prime and paint arbor to match existing; (5) pressure wash and clean all; (6) remove debris and clean work areas upon completion.	1	2,850.00	2,850.00



TOTAL

**\$2,850.00**

Accepted By

Accepted Date













# Action Item – Consent Agenda B11

## Repairs of Sidewalks at Greenbrier Park

<b>Motion Subject:</b>	Repairs of Sidewalks at Greenbrier Park
<b>Funding Source:</b>	CROA Passive and Active Parks Reserve Funds
<b>Budgeted Amount:</b>	1.036 Concrete sidewalks partial 2022 \$22,310.00
<b>Bids Received:</b>	Phoenix Works \$2,975.00
<b>Rationale:</b>	Several areas of the sidewalks have lifted, causing tripping hazards.
<b>Management Recommendation:</b>	Management recommends making the replacement and repairs located at Greenbrier Park. Sidewalk grinding is needed as multiple areas have been lifted.
<b>Motion on Agenda:</b>	Motion to approve repairs of sidewalks at Greenbrier Park by Phoenix Works in the amount of \$2,975.00- CROA Replacement Reserve Funds

Phoenix Works  
5500 Commerce Dr Ste 1  
FL US



## Estimate

### ADDRESS

Inc. Celebration Residential  
Owner's Association  
Celebration Residential  
Owner's Association, Inc.  
C/O Grand Manors  
851 Celebration Ave,  
Celebration, FL 34747

ESTIMATE # 2046

DATE 11/03/2022

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ACTIVITY	QTY	RATE	AMOUNT
<b>Services</b> At Greenbriar (#15) supply labor, material and equipment to complete the following scope of work (1) grind 7 to 8 lifted sections of sidewalk; (2) remove existing concrete and prep, form, pour, and finish 2 corners and 1 bench pad; (3) gap, crack and fill 3 locations; (4) pressure wash and clean sidewalks; (5) remove debris and clean work areas upon completion.	1	2,975.00	2,975.00

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TOTAL

**\$2,975.00**

Accepted By

Accepted Date









## Action Item – Consent Agenda B12

# Repairs of Sidewalks, and Replacement of Pergolas at Trumpet Park

<b>Motion Subject:</b>	Repairs of sidewalks, and Replacement of Pergolas at Trumpet Park
<b>Funding Source:</b>	CROA Passive and Active Parks Reserve Funds
<b>Budgeted Amount:</b>	1.282 – Trumpet Park Arbors, Replacement 2023 \$16,974.00- 1.036 Concrete sidewalks partial 2022 \$22,310.00
<b>Bids Received:</b>	Phoenix Works \$14,500.00
<b>Rationale:</b>	Several areas of sidewalks have been lifted and need grinding. The pergolas show visible wood rot on the trellises and need to be replaced.
<b>Management Recommendation:</b>	Management recommends the grinding of sidewalks to prevent any potential safety concerns. In addition, the pergolas are showing visible signs of rot and need replacement.
<b>Motion on Agenda:</b>	Motion to approve repairs of sidewalks, Replacement of pergolas at Trumpet Park by Phoenix Works in the amount of \$14,500.00- CROA Replacement Reserve Funds.

Phoenix Works  
5500 Commerce Dr Ste 1  
FL US



## Estimate

### ADDRESS

Inc. Celebration Residential  
Owner's Association  
Celebration Residential  
Owner's Association, Inc.  
C/O Grand Manors  
851 Celebration Ave,  
Celebration, FL 34747

ESTIMATE # 2047

DATE 11/03/2022

### ACTIVITY

#### Services

At Trumpet (#17) supply labor, material and equipment to complete the following scope of work: (1) grind 13-15 lifted sections of sidewalk; (2) gap, crack, and fill 3 to 4 damaged sections of sidewalk; (3) prep, prime and paint 2 planters and bases in color to match existing; (4) install clips on rafters, remove and replace rotten trellis wood and base trim (as needed) on 2 pergolas; (5) caulk, prep, prime and paint both pergolas to match existing; (5) pressure wash and clean all; (6) remove debris and clean work areas upon completion.

QTY	RATE	AMOUNT
1	14,500.00	14,500.00

TOTAL

**\$14,500.00**

Accepted By

Accepted Date







## Action Item – Consent Agenda B13

Replacement of 50 total Acorn  
Yellowed and Cracked Acorn  
Light Covers

## Action Item – Consent Agenda B13

<b>Motion Subject:</b>	Replacement of 50 total Acorn yellowed and cracked Acorn light covers
<b>Funding Source:</b>	CROA Passive and Active Parks Reserve Funds
<b>Budgeted Amount:</b>	1.063 Light fixtures and poles
<b>Bids Received:</b>	Frontier Lighting \$4,250.00
<b>Rationale:</b>	We have over 50 Acorn light covers in our parks that are yellowed, cracked, and broken. We have several located at Lakeside Park, Townhall, and several other parks.
<b>Management Recommendation:</b>	Management recommends replacing the Acorn light covers as some are broken and mismatched from newly replaced lights at Townhall.
<b>Motion on Agenda:</b>	Motion to approve the replacement of Acorn globes at Townhall and Lakeside Park by Frontier Lighting in the amount of \$4250.00- CROA Replacement Reserve Funds.





# FRONTIER LIGHTING™

Florida's Number One Supplier of Lighting!™

2090 PALMETTO STREET  
CLEARWATER, FL 33765



# B13 Quotation

QUOTE DATE	QUOTE NUMBER
08/09/22	S2081718
CUSTOMER PO#	RELEASE#
PLEASE REMIT PAYMENT TO	FRONTIER LIGHTING, INC. 2090 PALMETTO STREET CLEARWATER, FL 33765

QUOTE TO:  
TOWN OF CELEBRATION  
851 CELEBRATION AVE  
CELEBRATION, FL 34747

SHIP TO:  
TOWN OF CELEBRATION  
851 CELEBRATION AVE  
CELEBRATION, FL 34747

CUSTOMER NUMBER	ORDERED BY	QUOTE DATE	SHIP DATE	TERMS	
47972		08/09/22		NET 30 DAYS	
WRITER	SALESPERSON	SHIP VIA			
MATT MYERS	JMAC2022	OT OUR TRUCK			
LN	Order Quantity	Id#	Part# / Description	NET PRICE	EXT PRICE
1	50ea	44665	88064-05-8F 23" CLEAR POLYCARBONATE POINTED TOP ACORN GLOBE WITH 8" FITTER NECK ** Non Stock Not Returnable ** TAXES NOT INCLUDED	85.00/ea	4250.00

**THIS IS A QUOTATION**  
Prices are firm for 30 days, subject to change without notice after 30 days.  
**APPLICABLE TAXES EXTRA!**

Subtotal	4250.00
S&H CHGS	0.00
Amount Due	4250.00

# Action Item – Consent Agenda B14

## Permanent Replacement of Dormers

<b>Motion Subject:</b>	Permanent Replacement of Dormers
<b>Funding Source:</b>	North Village Charleston Place – Service Area Reserve Funds
<b>Budgeted Amount:</b>	Not currently budgeted for a full roof replacement until 2027
<b>Bids Received:</b>	Phoenix Roofing \$55,000.00
<b>Rationale:</b>	After Hurricane Ian, management received several reports of water intrusion resulting from damaged underlayment due to faulty flashing surrounding the dormers of several townhome units. The vendor completed a full assessment and made temporary repairs to prevent water intrusion. During Hurricane Nicole, the temporary repairs failed and need to be completely replaced at this time. Currently, we have 5 units where replacement is necessary. Cost includes stucco replacement and repair where stucco removal is necessary for repairs and painting of affected areas.
<b>Management Recommendation:</b>	Management recommends entirely replacing the underlayment, flashing, and shingles on the units affected and having water intrusion to remedy the issues caused by faulty workmanship in the past and was part of the roofing litigation.
<b>Motion on Agenda:</b>	Motion to approve Roofing Repairs/ Dormers at North Village Townhomes by Phoenix Roofing in the amount of \$55,000.00 – Service Reserve Funds.

Phoenix Works  
5500 Commerce Dr Ste 1  
FL US



## Estimate

### ADDRESS

Inc. Celebration Residential  
Owner's Association  
Celebration Residential  
Owner's Association, Inc.  
C/O Grand Manors  
851 Celebration Ave,  
Celebration, FL 34747

ESTIMATE # 2056

DATE 12/05/2022

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ACTIVITY	QTY	RATE	AMOUNT
<b>Services</b> At locations supplied by Manager and in conjunction with Phoenix Roofing Services' repairs to a dormer, supply labor, material and equipment to complete the following scope of work: (1) prep areas where stucco was removed from roof to wall transitions on all 4 sided of the dormer and where flashing was reinstalled; (2) apply stucco and texture to match existing (as close as possible), (3) prep, prime and paint areas to match existing (color codes and product types to be supplied and approved by Associations prior to application); (4) remove debris and clean work areas upon completion.	1	1,000.00	1,000.00
The estimated price is for a single dormer but it should be noted that all units have two.	<b>TOTAL</b>		<b>\$1,000.00</b>

Accepted By

Accepted Date

**P R O J E C T   S C O P E   O F   W O R K**

**Phoenix Roofing Services**

5500 Commerce Drive,  
Suite A  
Orlando, FL 32839  
(321) 420-0925

**Sales Representative**

Michael Pocklington  
(407) 420-0925 x704  
mpocklington@phoenixroofingservices.net



**Project Location**

**Celebration Residential Owners Assoc  
Job #1117 - Dormer Repairs  
Celebration Residential Owners Association c/o GrandManors,  
P.O. Box 803555  
Dallas, TX 75380**

<b>Estimate #</b>	1121
<b>Date</b>	12/5/2022

**Scope of Work**

Contractor will produce the service in accordance with this agreement's Scope of Work. The Buyer is responsible for addressing any concerns in regards to Scope of Work before signing agreement. This Scope of Work can only be altered with the consent of both the Contractor and Buyer. Contractor has sole discretion in the selection of all subcontractors, vendors, suppliers and products used to complete Scope of Work. No work on this project will be performed by Buyer or Buyer's agents without Contractors approval and documentation.

Item	Description	Qty
Roof Repair (custom scope)	<p>At locations provided by Manager supply labor, material and equipment to complete the following scope of work: (1) remove shingles at roof to wall transition around perimeter of dormer (all 4 sides) and dispose; (2) cut stucco to expose flashing; (3) remove existing flashing and damaged underlayment; (4) replace damaged roof decking (up to one sheet of plywood); (5) install new underlayment per manufacturer specifications, terminate into existing system, seal penetrations and perimeter; (6) install new L flashing per local code, fasten, and seal penetrations; (7) install shingles per manufacturer's specifications; (8) remove all debris and clean work areas upon completion; (9) install jacks and planks for stucco workers; (10) remove jacks and planks upon completion of stucco and paint repairs.</p> <p>* Estimated price is for a single dormer but all units have two. * ** Shingle type and color to be provided by Manager for each location. Exact color matching of shingles cannot be guaranteed. **</p>	1.00

**Project Scheduling**

Projects will be scheduled in accordance with Contractor's availability. Project dates are subject to weather and forces outside of the contractor's control. Contractor may use discretion when setting project start dates based on **urgency and risk**. Contractor must notify Buyer of project start date and inform Buyer if any scheduling adjustments are needed after project date is established. Buyer should provide Contractor with any special instructions to access project location and, if needed, coordinate with community access management to ensure Contractor's entry to project location. Failure to do so may result in project re-scheduling as contractor deems fit. Buyer may request a change in start date by notifying Contractor no less than 48 hours prior to project start date.

**Expiration**

Pricing is valid for **30 days** from the date the contract is sent. Contracts accepted after 30 days are subject to pricing adjustments based on material cost or other factors.

<b>Sub Total</b>	\$4,500.00
<b>Total</b>	\$4,500.00

**P H O E N I X   R O O F I N G   S E R V I C E S ,   L L C .**

**Please remit payment to:** Phoenix Roofing Services, LLC.  
**Address:** 5500 Commerce Drive, Suite A, Orlando, FL 32839

# Action Item – Consent Agenda B15

## Permanent Replacement of Dormers

## Action Item – Consent Agenda B15

<b>Motion Subject:</b>	Permanent Replacement of Dormers
<b>Funding Source:</b>	South Village Service Area Reserve Funds
<b>Budgeted Amount:</b>	Not currently budgeted for a full roof replacement until 2025.
<b>Bids Received:</b>	Phoenix Roofing \$66,000.00
<b>Rationale:</b>	After Hurricane Ian, management received several reports of water intrusion resulting from damaged underlayment due to faulty flashing surrounding the dormers of several townhome units. The vendor completed a full assessment and made temporary repairs to prevent water intrusion. During Hurricane Nicole, the temporary repairs failed and need to be completely replaced at this time. Currently 6 units require replacement. Costs include stucco replacement and repair where stucco repair is required and painting of affected areas. Note that this service area was part of a litigation due to faulty workmanship in the past.
<b>Management Recommendation:</b>	Management recommends entirely replacing the underlayment, flashing, and shingles on the units affected and having water intrusion to remedy the issues caused by faulty workmanship in the past.
<b>Motion on Agenda:</b>	Motion to approve Roofing Repairs/Dormers at South Village Townhomes by Phoenix Roofing in the amount of \$66,000.00 – Service Area Reserve Funds.

Phoenix Works  
5500 Commerce Dr Ste 1  
FL US



## Estimate

### ADDRESS

Inc. Celebration Residential  
Owner's Association  
Celebration Residential  
Owner's Association, Inc.  
C/O Grand Manors  
851 Celebration Ave,  
Celebration, FL 34747

ESTIMATE # 2056

DATE 12/05/2022

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ACTIVITY	QTY	RATE	AMOUNT
<b>Services</b> At locations supplied by Manager and in conjunction with Phoenix Roofing Services' repairs to a dormer, supply labor, material and equipment to complete the following scope of work: (1) prep areas where stucco was removed from roof to wall transitions on all 4 sided of the dormer and where flashing was reinstalled; (2) apply stucco and texture to match existing (as close as possible), (3) prep, prime and paint areas to match existing (color codes and product types to be supplied and approved by Associations prior to application); (4) remove debris and clean work areas upon completion.	1	1,000.00	1,000.00
The estimated price is for a single dormer but it should be noted that all units have two.	<b>TOTAL</b>		<b>\$1,000.00</b>

Accepted By

Accepted Date



**P R O J E C T   S C O P E   O F   W O R K**

**Phoenix Roofing Services**

5500 Commerce Drive,  
Suite A  
Orlando, FL 32839  
(321) 420-0925

**Sales Representative**

Michael Pocklington  
(407) 420-0925 x704  
mpocklington@phoenixroofingservices.net



**Project Location**

**Celebration Residential Owners Assoc  
Job #1117 - Dormer Repairs  
Celebration Residential Owners Association c/o GrandManors,  
P.O. Box 803555  
Dallas, TX 75380**

<b>Estimate #</b>	1121
<b>Date</b>	12/5/2022

**Scope of Work**

Contractor will produce the service in accordance with this agreement's Scope of Work. The Buyer is responsible for addressing any concerns in regards to Scope of Work before signing agreement. This Scope of Work can only be altered with the consent of both the Contractor and Buyer. Contractor has sole discretion in the selection of all subcontractors, vendors, suppliers and products used to complete Scope of Work. No work on this project will be performed by Buyer or Buyer's agents without Contractors approval and documentation.

<b>Item</b>	<b>Description</b>	<b>Qty</b>
Roof Repair (custom scope)	<p>At locations provided by Manager supply labor, material and equipment to complete the following scope of work: (1) remove shingles at roof to wall transition around perimeter of dormer (all 4 sides) and dispose; (2) cut stucco to expose flashing; (3) remove existing flashing and damaged underlayment; (4) replace damaged roof decking (up to one sheet of plywood); (5) install new underlayment per manufacturer specifications, terminate into existing system, seal penetrations and perimeter; (6) install new L flashing per local code, fasten, and seal penetrations; (7) install shingles per manufacturer's specifications; (8) remove all debris and clean work areas upon completion; (9) install jacks and planks for stucco workers; (10) remove jacks and planks upon completion of stucco and paint repairs.</p> <p>* Estimated price is for a single dormer but all units have two. * ** Shingle type and color to be provided by Manager for each location. Exact color matching of shingles cannot be guaranteed. **</p>	1.00

**Project Scheduling**

Projects will be scheduled in accordance with Contractor's availability. Project dates are subject to weather and forces outside of the contractor's control. Contractor may use discretion when setting project start dates based on **urgency and risk**. Contractor must notify Buyer of project start date and inform Buyer if any scheduling adjustments are needed after project date is established. Buyer should provide Contractor with any special instructions to access project location and, if needed, coordinate with community access management to ensure Contractor's entry to project location. Failure to do so may result in project re-scheduling as contractor deems fit. Buyer may request a change in start date by notifying Contractor no less than 48 hours prior to project start date.

**Expiration**

Pricing is valid for **30 days** from the date the contract is sent. Contracts accepted after 30 days are subject to pricing adjustments based on material cost or other factors.

<b>Sub Total</b>	\$4,500.00
<b>Total</b>	\$4,500.00

**P H O E N I X   R O O F I N G   S E R V I C E S ,   L L C .**

**Please remit payment to:** Phoenix Roofing Services, LLC.  
**Address:** 5500 Commerce Drive, Suite A, Orlando, FL 32839

# Action Item – Consent Agenda B16

## Permanent Replacement of Dormers

## Action Item – Consent Agenda B16

<b>Motion Subject:</b>	Permanent Replacement of Dormers
<b>Funding Source:</b>	Blue Sage – Service Area Reserve Fund
<b>Budgeted Amount:</b>	Not currently budgeted for a full roof replacement until 2034
<b>Bids Received:</b>	Phoenix Roofing \$33,00.00
<b>Rationale:</b>	
<b>Management Recommendation:</b>	<p>After Hurricane Ian, management received several reports of water intrusion resulting from damaged underlayment due to faulty flashing surrounding the dormers of several townhome units. The vendor completed a full assessment and made temporary repairs to prevent water intrusion. During Hurricane Nicole, the temporary repairs failed and need to be completely replaced at this time. Currently 3 units require replacement. Costs include stucco replacement and repair where stucco repair is required and painting of affected areas. Please note that we have had previous vendor out several times in the past couple of years to make the repairs and they have not completed them correctly. We have tried reaching out to the vendor and have been unsuccessful.</p>
<b>Motion on Agenda:</b>	Motion to approve Roofing Repairs/Dormers at Blue Sage Townhomes by Phoenix Roofing in the amount of \$33,000.00- Service Area Reserve Funds.

Phoenix Works  
5500 Commerce Dr Ste 1  
FL US



## Estimate

### ADDRESS

Inc. Celebration Residential  
Owner's Association  
Celebration Residential  
Owner's Association, Inc.  
C/O Grand Manors  
851 Celebration Ave,  
Celebration, FL 34747

ESTIMATE # 2056

DATE 12/05/2022

---

ACTIVITY	QTY	RATE	AMOUNT
<b>Services</b> At locations supplied by Manager and in conjunction with Phoenix Roofing Services' repairs to a dormer, supply labor, material and equipment to complete the following scope of work: (1) prep areas where stucco was removed from roof to wall transitions on all 4 sided of the dormer and where flashing was reinstalled; (2) apply stucco and texture to match existing (as close as possible), (3) prep, prime and paint areas to match existing (color codes and product types to be supplied and approved by Associations prior to application); (4) remove debris and clean work areas upon completion.	1	1,000.00	1,000.00
The estimated price is for a single dormer but it should be noted that all units have two.	<b>TOTAL</b>		<b>\$1,000.00</b>

Accepted By

Accepted Date

**P R O J E C T   S C O P E   O F   W O R K**

**Phoenix Roofing Services**

5500 Commerce Drive,  
Suite A  
Orlando, FL 32839  
(321) 420-0925

**Sales Representative**

Michael Pocklington  
(407) 420-0925 x704  
mpocklington@phoenixroofingservices.net



**Project Location**

**Celebration Residential Owners Assoc  
Job #1117 - Dormer Repairs  
Celebration Residential Owners Association c/o GrandManors,  
P.O. Box 803555  
Dallas, TX 75380**

<b>Estimate #</b>	1121
<b>Date</b>	12/5/2022

**Scope of Work**

Contractor will produce the service in accordance with this agreement's Scope of Work. The Buyer is responsible for addressing any concerns in regards to Scope of Work before signing agreement. This Scope of Work can only be altered with the consent of both the Contractor and Buyer. Contractor has sole discretion in the selection of all subcontractors, vendors, suppliers and products used to complete Scope of Work. No work on this project will be performed by Buyer or Buyer's agents without Contractors approval and documentation.

Item	Description	Qty
Roof Repair (custom scope)	<p>At locations provided by Manager supply labor, material and equipment to complete the following scope of work: (1) remove shingles at roof to wall transition around perimeter of dormer (all 4 sides) and dispose; (2) cut stucco to expose flashing; (3) remove existing flashing and damaged underlayment; (4) replace damaged roof decking (up to one sheet of plywood); (5) install new underlayment per manufacturer specifications, terminate into existing system, seal penetrations and perimeter; (6) install new L flashing per local code, fasten, and seal penetrations; (7) install shingles per manufacturer's specifications; (8) remove all debris and clean work areas upon completion; (9) install jacks and planks for stucco workers; (10) remove jacks and planks upon completion of stucco and paint repairs.</p> <p>* Estimated price is for a single dormer but all units have two. * ** Shingle type and color to be provided by Manager for each location. Exact color matching of shingles cannot be guaranteed. **</p>	1.00

**Project Scheduling**

Projects will be scheduled in accordance with Contractor's availability. Project dates are subject to weather and forces outside of the contractor's control. Contractor may use discretion when setting project start dates based on **urgency and risk**. Contractor must notify Buyer of project start date and inform Buyer if any scheduling adjustments are needed after project date is established. Buyer should provide Contractor with any special instructions to access project location and, if needed, coordinate with community access management to ensure Contractor's entry to project location. Failure to do so may result in project re-scheduling as contractor deems fit. Buyer may request a change in start date by notifying Contractor no less than 48 hours prior to project start date.

**Expiration**

Pricing is valid for **30 days** from the date the contract is sent. Contracts accepted after 30 days are subject to pricing adjustments based on material cost or other factors.

<b>Sub Total</b>	\$4,500.00
<b>Total</b>	\$4,500.00

**P H O E N I X   R O O F I N G   S E R V I C E S ,   L L C .**

**Please remit payment to:** Phoenix Roofing Services, LLC.  
**Address:** 5500 Commerce Drive, Suite A, Orlando, FL 32839

# Action Item – Consent Agenda B17

## Permanent Replacement of Dormer

## Action Item – Consent Agenda B17

<b>Motion Subject:</b>	Permanent Replacement of Dormer
<b>Funding Source:</b>	
<b>Budgeted Amount:</b>	Not currently budgeted for a full roof replacement until 2029.
<b>Bids Received:</b>	Phoenix Roofing \$ 11,000.00
<b>Rationale:</b>	After Hurricane Ian, management received several reports of water intrusion resulting from damaged underlayment due to faulty flashing surrounding the dormers of several townhome units. The vendor completed a full assessment and made temporary repairs to prevent water intrusion. During Hurricane Nicole, the temporary repairs failed and need to be completely replaced at this time. Currently 1 unit requires replacement. Costs include stucco replacement and repair where stucco repair is required and painting of affected areas.
<b>Management Recommendation:</b>	Management recommends entirely replacing the underlayment, flashing, and shingles on the units affected and having water intrusion to remedy the issues.
<b>Motion on Agenda:</b>	Motion to approve Roofing Repairs/Dormer at Spring Lake Townhomes by Phoenix Roofing in the amount of \$11,000.00- Service Area Reserve Funds.

Phoenix Works  
5500 Commerce Dr Ste 1  
FL US



## Estimate

### ADDRESS

Inc. Celebration Residential  
Owner's Association  
Celebration Residential  
Owner's Association, Inc.  
C/O Grand Manors  
851 Celebration Ave,  
Celebration, FL 34747

ESTIMATE # 2056

DATE 12/05/2022

---

ACTIVITY	QTY	RATE	AMOUNT
<b>Services</b> At locations supplied by Manager and in conjunction with Phoenix Roofing Services' repairs to a dormer, supply labor, material and equipment to complete the following scope of work: (1) prep areas where stucco was removed from roof to wall transitions on all 4 sided of the dormer and where flashing was reinstalled; (2) apply stucco and texture to match existing (as close as possible), (3) prep, prime and paint areas to match existing (color codes and product types to be supplied and approved by Associations prior to application); (4) remove debris and clean work areas upon completion.	1	1,000.00	1,000.00
The estimated price is for a single dormer but it should be noted that all units have two.	<b>TOTAL</b>		<b>\$1,000.00</b>

Accepted By

Accepted Date



**P R O J E C T   S C O P E   O F   W O R K**

**Phoenix Roofing Services**

5500 Commerce Drive,  
Suite A  
Orlando, FL 32839  
(321) 420-0925

**Sales Representative**

Michael Pocklington  
(407) 420-0925 x704  
mpocklington@phoenixroofingservices.net



**Project Location**

**Celebration Residential Owners Assoc  
Job #1117 - Dormer Repairs  
Celebration Residential Owners Association c/o GrandManors,  
P.O. Box 803555  
Dallas, TX 75380**

<b>Estimate #</b>	1121
<b>Date</b>	12/5/2022

**Scope of Work**

Contractor will produce the service in accordance with this agreement's Scope of Work. The Buyer is responsible for addressing any concerns in regards to Scope of Work before signing agreement. This Scope of Work can only be altered with the consent of both the Contractor and Buyer. Contractor has sole discretion in the selection of all subcontractors, vendors, suppliers and products used to complete Scope of Work. No work on this project will be performed by Buyer or Buyer's agents without Contractors approval and documentation.

<b>Item</b>	<b>Description</b>	<b>Qty</b>
Roof Repair (custom scope)	<p>At locations provided by Manager supply labor, material and equipment to complete the following scope of work: (1) remove shingles at roof to wall transition around perimeter of dormer (all 4 sides) and dispose; (2) cut stucco to expose flashing; (3) remove existing flashing and damaged underlayment; (4) replace damaged roof decking (up to one sheet of plywood); (5) install new underlayment per manufacturer specifications, terminate into existing system, seal penetrations and perimeter; (6) install new L flashing per local code, fasten, and seal penetrations; (7) install shingles per manufacturer's specifications; (8) remove all debris and clean work areas upon completion; (9) install jacks and planks for stucco workers; (10) remove jacks and planks upon completion of stucco and paint repairs.</p> <p>* Estimated price is for a single dormer but all units have two. * ** Shingle type and color to be provided by Manager for each location. Exact color matching of shingles cannot be guaranteed. **</p>	1.00

**Project Scheduling**

Projects will be scheduled in accordance with Contractor's availability. Project dates are subject to weather and forces outside of the contractor's control. Contractor may use discretion when setting project start dates based on **urgency and risk**. Contractor must notify Buyer of project start date and inform Buyer if any scheduling adjustments are needed after project date is established. Buyer should provide Contractor with any special instructions to access project location and, if needed, coordinate with community access management to ensure Contractor's entry to project location. Failure to do so may result in project re-scheduling as contractor deems fit. Buyer may request a change in start date by notifying Contractor no less than 48 hours prior to project start date.

**Expiration**

Pricing is valid for **30 days** from the date the contract is sent. Contracts accepted after 30 days are subject to pricing adjustments based on material cost or other factors.

<b>Sub Total</b>	\$4,500.00
<b>Total</b>	\$4,500.00

**P H O E N I X   R O O F I N G   S E R V I C E S ,   L L C .**

**Please remit payment to:** Phoenix Roofing Services, LLC.  
**Address:** 5500 Commerce Drive, Suite A, Orlando, FL 32839

# Action Item – Consent Agenda B18

## Permanent Replacement of Dormer

## Action Item – Consent Agenda B18

<b>Motion Subject:</b>	Permanent Replacement of Dormer
<b>Funding Source:</b>	Greenlawn Townhomes – Service Area Reserve Funds
<b>Budgeted Amount:</b>	Not currently budget as roof was replaced 7 years ago
<b>Bids Received:</b>	Phoenix Roofing \$11,00.00
<b>Rationale:</b>	After Hurricane Ian, management received several reports of water intrusion resulting from damaged underlayment due to faulty flashing surrounding the dormers of several townhome units. The vendor completed a full assessment and made temporary repairs to prevent water intrusion. During Hurricane Nicole, the temporary repairs failed and need to be completely replaced at this time. Currently 1 unit requires replacement. Costs include stucco replacement and repair where stucco repair is required and painting of affected areas.
<b>Management Recommendation:</b>	Management recommends entirely replacing the underlayment, flashing, and shingles on the units affected and having water intrusion to remedy the issues.
<b>Motion on Agenda:</b>	Motion to approve Roofing Repairs/ Dormer at Greenlawn Townhomes by Phoenix Roofing in the amount of \$11,000.00- Service Area Reserve Funds

Phoenix Works  
5500 Commerce Dr Ste 1  
FL US



## Estimate

### ADDRESS

Inc. Celebration Residential  
Owner's Association  
Celebration Residential  
Owner's Association, Inc.  
C/O Grand Manors  
851 Celebration Ave,  
Celebration, FL 34747

ESTIMATE # 2056

DATE 12/05/2022

---

ACTIVITY	QTY	RATE	AMOUNT
<b>Services</b> At locations supplied by Manager and in conjunction with Phoenix Roofing Services' repairs to a dormer, supply labor, material and equipment to complete the following scope of work: (1) prep areas where stucco was removed from roof to wall transitions on all 4 sided of the dormer and where flashing was reinstalled; (2) apply stucco and texture to match existing (as close as possible), (3) prep, prime and paint areas to match existing (color codes and product types to be supplied and approved by Associations prior to application); (4) remove debris and clean work areas upon completion.	1	1,000.00	1,000.00
The estimated price is for a single dormer but it should be noted that all units have two.	<b>TOTAL</b>		<b>\$1,000.00</b>

Accepted By

Accepted Date

**P R O J E C T   S C O P E   O F   W O R K**

**Phoenix Roofing Services**

5500 Commerce Drive,  
Suite A  
Orlando, FL 32839  
(321) 420-0925

**Sales Representative**

Michael Pocklington  
(407) 420-0925 x704  
mpocklington@phoenixroofingservices.net



**Project Location**

**Celebration Residential Owners Assoc  
Job #1117 - Dormer Repairs  
Celebration Residential Owners Association c/o GrandManors,  
P.O. Box 803555  
Dallas, TX 75380**

<b>Estimate #</b>	1121
<b>Date</b>	12/5/2022

**Scope of Work**

Contractor will produce the service in accordance with this agreement's Scope of Work. The Buyer is responsible for addressing any concerns in regards to Scope of Work before signing agreement. This Scope of Work can only be altered with the consent of both the Contractor and Buyer. Contractor has sole discretion in the selection of all subcontractors, vendors, suppliers and products used to complete Scope of Work. No work on this project will be performed by Buyer or Buyer's agents without Contractors approval and documentation.

<b>Item</b>	<b>Description</b>	<b>Qty</b>
Roof Repair (custom scope)	<p>At locations provided by Manager supply labor, material and equipment to complete the following scope of work: (1) remove shingles at roof to wall transition around perimeter of dormer (all 4 sides) and dispose; (2) cut stucco to expose flashing; (3) remove existing flashing and damaged underlayment; (4) replace damaged roof decking (up to one sheet of plywood); (5) install new underlayment per manufacturer specifications, terminate into existing system, seal penetrations and perimeter; (6) install new L flashing per local code, fasten, and seal penetrations; (7) install shingles per manufacturer's specifications; (8) remove all debris and clean work areas upon completion; (9) install jacks and planks for stucco workers; (10) remove jacks and planks upon completion of stucco and paint repairs.</p> <p>* Estimated price is for a single dormer but all units have two. * ** Shingle type and color to be provided by Manager for each location. Exact color matching of shingles cannot be guaranteed. **</p>	1.00

**Project Scheduling**

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**Expiration**

Pricing is valid for **30 days** from the date the contract is sent. Contracts accepted after 30 days are subject to pricing adjustments based on material cost or other factors.

<b>Sub Total</b>	\$4,500.00
<b>Total</b>	\$4,500.00

**P H O E N I X   R O O F I N G   S E R V I C E S ,   L L C .**

**Please remit payment to:** Phoenix Roofing Services, LLC.  
**Address:** 5500 Commerce Drive, Suite A, Orlando, FL 32839

# Action Item – Consent Agenda B19

## Permanent Replacement of Dormers

## Action Item – Consent Agenda B19

<b>Motion Subject:</b>	Permanent Replacement of Dormers
<b>Funding Source:</b>	Academy Row and Meeting House Green – Service Area Reserve Fund
<b>Budgeted Amount:</b>	Not currently budgeted for a full roof replacement until 2030.
<b>Bids Received:</b>	Phoenix Roofing \$44,00.00
<b>Rationale:</b>	After Hurricane Ian, management received several reports of water intrusion resulting from damaged underlayment due to faulty flashing surrounding the dormers of several townhome units. The vendor completed a full assessment and made temporary repairs to prevent water intrusion. During Hurricane Nicole, the temporary repairs failed and need to be completely replaced at this time. Currently 4 units require replacement. Costs include stucco replacement and repair where stucco repair is required and painting of affected areas.
<b>Management Recommendation:</b>	Management recommends entirely replacing the underlayment, flashing, and shingles on the units affected and having water intrusion to remedy the issues.
<b>Motion on Agenda:</b>	Motion to approve Roofing/ Dormer replacement at Academy Row/ Meeting House Green Townhomes by Phoenix Roofing in the amount of \$44,00.000- Service Area Reserve Funds

Phoenix Works  
5500 Commerce Dr Ste 1  
FL US



## Estimate

### ADDRESS

Inc. Celebration Residential  
Owner's Association  
Celebration Residential  
Owner's Association, Inc.  
C/O Grand Manors  
851 Celebration Ave,  
Celebration, FL 34747

ESTIMATE # 2056

DATE 12/05/2022

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ACTIVITY	QTY	RATE	AMOUNT
<b>Services</b> At locations supplied by Manager and in conjunction with Phoenix Roofing Services' repairs to a dormer, supply labor, material and equipment to complete the following scope of work: (1) prep areas where stucco was removed from roof to wall transitions on all 4 sided of the dormer and where flashing was reinstalled; (2) apply stucco and texture to match existing (as close as possible), (3) prep, prime and paint areas to match existing (color codes and product types to be supplied and approved by Associations prior to application); (4) remove debris and clean work areas upon completion.	1	1,000.00	1,000.00
The estimated price is for a single dormer but it should be noted that all units have two.	<b>TOTAL</b>		<b>\$1,000.00</b>

Accepted By

Accepted Date



**P R O J E C T   S C O P E   O F   W O R K**

**Phoenix Roofing Services**

5500 Commerce Drive,  
Suite A  
Orlando, FL 32839  
(321) 420-0925

**Sales Representative**

Michael Pocklington  
(407) 420-0925 x704  
mpocklington@phoenixroofingservices.net



**Project Location**

**Celebration Residential Owners Assoc  
Job #1117 - Dormer Repairs  
Celebration Residential Owners Association c/o GrandManors,  
P.O. Box 803555  
Dallas, TX 75380**

<b>Estimate #</b>	1121
<b>Date</b>	12/5/2022

**Scope of Work**

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Item	Description	Qty
Roof Repair (custom scope)	<p>At locations provided by Manager supply labor, material and equipment to complete the following scope of work: (1) remove shingles at roof to wall transition around perimeter of dormer (all 4 sides) and dispose; (2) cut stucco to expose flashing; (3) remove existing flashing and damaged underlayment; (4) replace damaged roof decking (up to one sheet of plywood); (5) install new underlayment per manufacturer specifications, terminate into existing system, seal penetrations and perimeter; (6) install new L flashing per local code, fasten, and seal penetrations; (7) install shingles per manufacturer's specifications; (8) remove all debris and clean work areas upon completion; (9) install jacks and planks for stucco workers; (10) remove jacks and planks upon completion of stucco and paint repairs.</p> <p>* Estimated price is for a single dormer but all units have two. * ** Shingle type and color to be provided by Manager for each location. Exact color matching of shingles cannot be guaranteed. **</p>	1.00

**Project Scheduling**

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**Expiration**

Pricing is valid for **30 days** from the date the contract is sent. Contracts accepted after 30 days are subject to pricing adjustments based on material cost or other factors.

<b>Sub Total</b>	\$4,500.00
<b>Total</b>	\$4,500.00

**P H O E N I X   R O O F I N G   S E R V I C E S ,   L L C .**

**Please remit payment to:** Phoenix Roofing Services, LLC.  
**Address:** 5500 Commerce Drive, Suite A, Orlando, FL 32839

# Action Item C1

## Motion to Ratify Insurance Renewal Approval

## Action Item C1

<b>Motion Subject:</b>	Ratification of Insurance Renewal Approval
<b>Funding Source:</b>	N/A
<b>Budgeted Amount:</b>	N/A
<b>Bids Received:</b>	N/A
<b>Rationale:</b>	Shile Insurance Group provided the CJC and CROA insurance renewals in the beginning of December. The CROA Board provided emergency approval of the renewal on December 5, 2022 during the public portion of the CROA Training Workshop. As there was not notice to the community regarding this vote, a ratification at a public meeting with proper notice is necessary.
<b>Management Recommendation:</b>	Management recommends the ratification of the CROA Board's approval of the insurance renewal.
<b>Motion on Agenda:</b>	Motion to ratify the emergency approval of Shile Insurance Group proposal.



The Difference is Service

Commercial Proposal Prepared For  
**Celebration Joint Committee Inc.**  
2022-2023

Presented by

**Jarad Pizzuti & Kevin Halverson**  
Sihle Insurance Group, Inc.  
1021 Douglas Ave.  
Altamonte Springs, FL 32714



# Sihle Insurance Group, Inc.

1021 Douglas Ave.  
Altamonte Springs, FL 32714

Phone: (407) 869-0962  
Fax: (407) 774-0936

## Presenting Agent:

E-Mail: KHalverson@Sihle.com  
Telephone: (407) 389-3529  
Fax: (407) 774-0936

## Account Manager:

E-Mail: LNeyer@Sihle.com  
Telephone: (407) 389-3531  
Fax: (407) 389-8431

## Certificates:

E-Mail: Cad@Sihle.com  
Fax: (407) 389-8416

## Claims:

E-Mail: AScott@Sihle.com  
Telephone: (407) 389-3606  
Fax: (407) 389-8430

The support team and I would like to thank you for allowing us the opportunity to offer your business and insurance solutions that allow you to secure your business's financial security and long-term growth.

# Property Named Insureds & Locations

## Policy Named Insureds

Celebration Joint Committee Inc.  
 Celebration Residential Owners Association Inc

## Policy Locations Insured

Loc #	Bldg #	Address
1	1	Spring Park/Heritage Hall1175 Celebration Ave • Celebration FL 34747
1	2	Spring Park/Heritage Hall1175 Celebration Ave • Celebration FL 34747
2	1	Spring Park/Heritage Hall1176 Celebration Ave • Celebration FL 34747
3	1	951 Spring Park Loop • Celebration FL 34747
3	2	951 Spring Park Loop • Celebration FL 34747
3	3	951 Spring Park Loop • Celebration FL 34747
3	4	951 Spring Park Loop • Celebration FL 34747
3	5	951 Spring Park Loop • Celebration FL 34747
3	6	951 Spring Park Loop • Celebration FL 34747
3	7	951 Spring Park Loop • Celebration FL 34747
3	8	951 Spring Park Loop • Celebration FL 34747
3	9	951 Spring Park Loop • Celebration FL 34747
4	1	Greenbriar Ave/Iris St/Camelia • Celebration FL 34747
4	2	Greenbriar Ave/Iris St/Camelia • Celebration FL 34747
4	3	Greenbriar Ave/Iris St/Camelia • Celebration FL 34747
5	1	Longmeadow St. • Celebration FL 34747
5	2	Longmeadow St. • Celebration FL 34747
5	3	Longmeadow St. • Celebration FL 34747
6	1	Canne Park • Celebration FL 34747
6	2	Canne Park • Celebration FL 34747
7	1	Longmeadow St./Mulberry Ave. • Celebration FL 34747
7	2	Longmeadow St./Mulberry Ave. • Celebration FL 34747
7	3	Longmeadow St./Mulberry Ave. • Celebration FL 34747
8	1	Celebration Av/Campus/Mulberry • Celebration FL 34747
9	1	631 Sycamore St. • Celebration FL 34747
9	2	631 Sycamore St. • Celebration FL 34747
9	3	631 Sycamore St. • Celebration FL 34747
9	4	631 Sycamore St. • Celebration FL 34747
9	5	631 Sycamore St. • Celebration FL 34747
9	6	631 Sycamore St. • Celebration FL 34747
9	7	631 Sycamore St. • Celebration FL 34747

9	8	631 Sycamore St. • Celebration FL 34747
9	9	631 Sycamore St. • Celebration FL 34747
9	10	631 Sycamore St. • Celebration FL 34747
9	11	631 Sycamore St. • Celebration FL 34747
9	12	631 Sycamore St. • Celebration FL 34747
9	13	631 Sycamore St. • Celebration FL 34747
9	14	631 Sycamore St. • Celebration FL 34747
9	15	631 Sycamore St. • Celebration FL 34747
9	16	631 Sycamore St. • Celebration FL 34747
9	17	631 Sycamore St. • Celebration FL 34747
9	18	631 Sycamore St. • Celebration FL 34747
9	19	631 Sycamore St. • Celebration FL 34747
10	1	820 Oak Shadows Rd. • Celebration FL 34747
10	2	820 Oak Shadows Rd. • Celebration FL 34747
10	3	820 Oak Shadows Rd. • Celebration FL 34747
10	4	820 Oak Shadows Rd. • Celebration FL 34747
10	5	820 Oak Shadows Rd. • Celebration FL 34747
10	6	820 Oak Shadows Rd. • Celebration FL 34747
10	7	820 Oak Shadows Rd. • Celebration FL 34747
10	8	820 Oak Shadows Rd. • Celebration FL 34747
11	1	Oak Shadows Rd/Indigo/Oak Pond • Celebration FL 34747
12	1	Ashbee Ln/Celebration Ave • Celebration FL 34747
12	2	Ashbee Ln/Celebration Ave • Celebration FL 34747
13	1	Aquila Loop/Eagle Woods Trl • Celebration FL 34747
14	1	1343 Celebration Ave. • Celebration FL 34747
14	2	1343 Celebration Ave. • Celebration FL 34747
14	3	1343 Celebration Ave. • Celebration FL 34747
14	4	1343 Celebration Ave. • Celebration FL 34747
14	5	1343 Celebration Ave. • Celebration FL 34747
14	6	1343 Celebration Ave. • Celebration FL 34747
14	7	1343 Celebration Ave. • Celebration FL 34747
14	8	1343 Celebration Ave. • Celebration FL 34747
14	9	1343 Celebration Ave. • Celebration FL 34747
14	10	1343 Celebration Ave. • Celebration FL 34747
14	11	1343 Celebration Ave. • Celebration FL 34747
14	12	1343 Celebration Ave. • Celebration FL 34747
14	13	1343 Celebration Ave. • Celebration FL 34747
15	1	851 Celebration Ave. • Celebration FL 34747
15	2	851 Celebration Ave. • Celebration FL 34747
15	3	851 Celebration Ave. • Celebration FL 34747
16	1	852 Celebration Ave • Celebration FL 34747
17	1	215A Celebration Ave • Celebration FL 34747

17	2	215A Celebration Ave • Celebration FL 34747
17	4	215A Celebration Ave • Celebration FL 34747
17	5	215A Celebration Ave • Celebration FL 34747
17	6	215A Celebration Ave • Celebration FL 34747
17	7	215A Celebration Ave • Celebration FL 34747
17	8	215A Celebration Ave • Celebration FL 34747
17	9	215A Celebration Ave • Celebration FL 34747
18	1	Trumpet Place • Celebration FL 34747
19	1	Celebration Ave W of Jeater Be • Celebration FL 34747
19	2	Celebration Ave W of Jeater Be • Celebration FL 34747
19	3	Celebration Ave W of Jeater Be • Celebration FL 34747
19	4	Celebration Ave W of Jeater Be • Celebration FL 34747
19	5	Celebration Ave W of Jeater Be • Celebration FL 34747
20	1	Abella St/Downey Place • Celebration FL 34747
20	2	Abella St/Downey Place • Celebration FL 34747
21	1	Craftsman Ave/Wilde Dr/Mosaic • Celebration FL 34747
21	2	Craftsman Ave/Wilde Dr/Mosaic • Celebration FL 34747
22	1	Tapestry Dr/Stickley Ave • Celebration FL 34747
22	2	Tapestry Dr/Stickley Ave • Celebration FL 34747
23	1	4850 L.B. McLeod • Celebration FL 34747
24	1	4851 L.B. McLeod • Celebration FL 34747
25	1	1581 Castile St • Celebration FL 34747
25	2	1581 Castile St • Celebration FL 34747
25	3	1581 Castile St • Celebration FL 34747
25	4	1581 Castile St • Celebration FL 34747
25	5	1581 Castile St • Celebration FL 34747
25	6	1581 Castile St • Celebration FL 34747
25	7	1581 Castile St • Celebration FL 34747
25	8	1581 Castile St • Celebration FL 34747
25	9	1581 Castile St • Celebration FL 34747
25	10	1581 Castile St • Celebration FL 34747
25	11	1581 Castile St • Celebration FL 34747
25	12	1581 Castile St • Celebration FL 34747
25	13	1581 Castile St • Celebration FL 34747
25	14	1581 Castile St • Celebration FL 34747
25	15	1581 Castile St • Celebration FL 34747
26	1	29 Blake Blvd, 192/ Celebration Aveln publix parking lot • Celebration FL 34747
27	1	319 Campus St • Celebration FL 34747
27	2	319 Campus St • Celebration FL 34747
27	3	319 Campus St • Celebration FL 34747
27	4	319 Campus St • Celebration FL 34747
27	5	319 Campus St • Celebration FL 34747



27	6	319 Campus St • Celebration FL 34747
27	7	319 Campus St • Celebration FL 34747
27	8	319 Campus St • Celebration FL 34747
30	1	Morning Glory/Sandlace Ct • Celebration FL 34747
31	1	Wild Elm St. • Celebration FL 34747
32	1	Oak Pond Dr./Indigo Dr. • Celebration FL 34747
33	1	Greenlawn Street • Celebration FL 34747
40	1	Runner Oak St. • Celebration FL 34747
41	1	Lutyens Ln/Celebration Blvd • Celebration FL 34747
42	1	Oscar Sq/Wilde Dr • Celebration FL 34747
43	1	Penny Royal St/Oak Shadows Rd • Celebration FL 34747
51	1	Veranda Pl./Camelia St. • Celebration FL 34747
52	1	Golden Aster Ct/Oak Shadows Rd • Celebration FL 34747
62	62	Banks Rose St/Pawstand Rd • Celebration FL 34747
63	1	Blaze St/Old Bush Rd • Celebration FL 34747
64	1	Pondview Ct/Pondview Ln • Celebration FL 34747
65	1	Damask St/Old Bush Rd • Celebration FL 34747
67	1	Croton Place • Celebration FL 34747
70	1	Waterside Dr Sof Celebration B • Celebration FL 34747
71	1	Nash Dr/Damask St • Celebration FL 34747
80	1	Towhee Ct. • Celebration FL 34747

# Property Coverage

Insurance Company: Tower Hill Prime Insurance Company  
 Policy Term: 12/6/2022 to 12/6/2023

## Coverage Detail

**Location #: 1, Building #: 1: Spring Park/Heritage Hall 1175 Celebration Ave • Celebration, FL 34747: Clubhouse**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Clubhouse	\$458,920	\$5,000	Agreed Value	R	Special

**Location #: 1, Building #: 2: Spring Park/Heritage Hall 1175 Celebration Ave • Celebration, FL 34747: Clubhouse Contents**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Business Personal Property	\$15,000	\$5,000	Agreed Value	R	Special

**Location #: 2, Building #: 1: Spring Park/Heritage Hall 1176 Celebration Ave • Celebration, FL 34747: Fountain**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Fountain	\$5,000	\$5,000	Agreed Value	R	Special

**Location #: 3, Building #: 1: 951 Spring Park Loop • Celebration, FL 34747: Spring Park - Pool house**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Business Personal Property	\$20,000	\$5,000	Agreed Value	R	Special
Pool House	\$207,143	\$5,000	Agreed Value	R	Special

**Location #: 3, Building #: 3: 951 Spring Park Loop • Celebration, FL 34747: Spring Park - Pool & Equipment**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Pool	\$271,400	\$5,000	Agreed Value	R	Special

**Location #: 3, Building #: 4: 951 Spring Park Loop•Celebration, FL 34747: Spring Park -Pool Deck**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Pool Deck	\$40,000	\$5,000	Agreed Value	R	Special

**Location #: 3, Building #: 5: 951 Spring Park Loop•Celebration, FL 34747: Spring Park - Kiddie Pool**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Swimming Pools	\$25,000	\$5,000	Agreed Value	R	Special

**Location #: 3, Building #: 6: 951 Spring Park Loop•Celebration, FL 34747: Spring Park - (9) Pool Area Lights & Poles & Electrical**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Pool Lights	\$27,000	\$5,000	Agreed Value	R	Special

**Location #: 3, Building #: 7: 951 Spring Park Loop•Celebration, FL 34747: Spring Park - Pool Fencing**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Fence	\$26,500	\$5,000	Agreed Value	R	Special

**Location #: 3, Building #: 8: 951 Spring Park Loop•Celebration, FL 34747: Spring Park - Playground Equipment**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Playground	\$135,000	\$5,000	Agreed Value	R	Special

**Location #: 3, Building #: 9: 951 Spring Park Loop•Celebration, FL 34747: Spring Park - Trash Enclosure**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Trash Enclosure	\$12,000	\$5,000	Agreed Value	R	Special

**Location #: 4, Building #: 1: Greenbriar Ave/Iris St/Camelia•Celebration, FL 34747: Hippodrome Park - Arbor**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Park	\$28,500	\$5,000	Agreed Value	R	Special

**Location #: 4, Building #: 2: Greenbriar Ave/Iris St/Camelia•Celebration, FL 34747: Hippodrome Park - Fountain**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Fountain	\$3,500	\$5,000	Agreed Value	R	Special

**Location #: 4, Building #: 3: Greenbriar Ave/Iris St/Camelia•Celebration, FL 34747: Hippodrome Park - Lights & Poles & Electric**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Lighting	\$24,000	\$5,000	Agreed Value	R	Special

**Location #: 5, Building #: 1: Longmeadow St. •Celebration, FL 34747: Longmeadow Park - Pavilion Open Sided/Arbor**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Arbor	\$32,000	\$5,000	Agreed Value	R	Special

**Location #: 5, Building #: 2: Longmeadow St. •Celebration, FL 34747: Longmeadow Park - Playground Equipment**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Playground	\$70,000	\$5,000	Agreed Value	R	Special

**Location #: 5, Building #: 3: Longmeadow St. •Celebration, FL 34747: Longmeadow Park - Fountain**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Fountain	\$6,000	\$5,000	Agreed Value	R	Special

**Location #: 6, Building #: 2: Canne Park•Celebration, FL 34747: Canne Park - Arbor**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Arbor	\$6,000	\$5,000	Agreed Value	R	Special

**Location #: 7, Building #: 1: Longmeadow St./Mulberry Ave. •Celebration, FL 34747: Savannah Square - Fencing**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Fence	\$32,000	\$5,000	Agreed Value	R	Special

**Location #: 7, Building #: 2: Longmeadow St./Mulberry Ave. •Celebration, FL 34747: Savannah Square - Free Standing Signs**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Sign	\$3,000	\$5,000	Agreed Value	R	Special

**Location #: 7, Building #: 3: Longmeadow St./Mulberry Ave. •Celebration, FL 34747: Savannah Square - Fountain**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Fountain	\$20,000	\$5,000	Agreed Value	R	Special

**Location #: 8, Building #: 1: Celebration Av/Campus/Mulberry •Celebration, FL 34747: Founders Park - Lights & Poles & Electric**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Lighting	\$50,000	\$5,000	Agreed Value	R	Special

**Location #: 9, Building #: 1: 631 Sycamore St. •Celebration, FL 34747: Lakeside Park - Poolhouse**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Pool House	\$314,408	\$5,000	Agreed Value	R	Special
Contents	\$45,000	\$5,000	Agreed Value	R	

**Location #: 9, Building #: 3: 631 Sycamore St. •Celebration, FL 34747: Lakeside Park - (6) Pavilions**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Pavilions	\$90,000	\$5,000	Agreed Value	R	Special

**Location #: 9, Building #: 4: 631 Sycamore St. •Celebration, FL 34747: Lakeside Park - Swimming Pool & Heaters/Equipment**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Swimming Pools	\$389,000	\$5,000	Agreed Value	R	Special

**Location #: 9, Building #: 5: 631 Sycamore St. • Celebration, FL 34747: Lakeside Park - Kiddie Pool**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Kiddie Pool	\$13,000	\$5,000	Agreed Value	R	Special

**Location #: 9, Building #: 6: 631 Sycamore St. • Celebration, FL 34747: Lakeside Park - Pool Deck**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Pool Deck	\$35,000	\$5,000	Agreed Value	R	Special

**Location #: 9, Building #: 7: 631 Sycamore St. • Celebration, FL 34747: Lakeside Park - Pool Fence**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Fence	\$28,000	\$5,000	Agreed Value	R	Special

**Location #: 9, Building #: 8: 631 Sycamore St. • Celebration, FL 34747: Lakeside Park - (11) Pool Area Lights & Poles & Electric**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Lighting	\$33,000	\$5,000	Agreed Value	R	Special

**Location #: 9, Building #: 9: 631 Sycamore St. • Celebration, FL 34747: Lakeside Park - (22) Tennis Lighting**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Lighting	\$70,000	\$5,000	Agreed Value	R	Special

**Location #: 9, Building #: 10: 631 Sycamore St. • Celebration, FL 34747: Lakeside Park - Playground Fencing**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Fence	\$20,000	\$5,000	Agreed Value	R	Special

**Location #: 9, Building #: 11: 631 Sycamore St. •Celebration, FL 34747: Lakeside Park - Playground Equipment**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Playground	\$75,000	\$5,000	Agreed Value	R	Special

**Location #: 9, Building #: 12: 631 Sycamore St. •Celebration, FL 34747: Lakeside Park - (5) Tennis Court**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Tennis Court	\$200,000	\$5,000	Agreed Value	R	Special

**Location #: 9, Building #: 13: 631 Sycamore St. •Celebration, FL 34747: Lakeside Park - Basketball Court / Sport Court**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Basketball Court	\$25,000	\$5,000	Agreed Value	R	Special

**Location #: 9, Building #: 14: 631 Sycamore St. •Celebration, FL 34747: Lakeside Park - Signs - Free Standing**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Sign	\$4,000	\$5,000	Agreed Value	R	Special

**Location #: 9, Building #: 15: 631 Sycamore St. •Celebration, FL 34747: Lakeside Park - Retaining Wall**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Wall	\$10,000	\$5,000	Agreed Value	R	Special

**Location #: 9, Building #: 16: 631 Sycamore St. •Celebration, FL 34747: Lakeside Park - Park Monument**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Monument	\$5,000	\$5,000	Agreed Value	R	Special

**Location #: 9, Building #: 17: 631 Sycamore St. •Celebration, FL 34747: Lakeside Park - Bridge**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Bridge	\$40,000	\$5,000	Agreed Value	R	Special

**Location #: 9, Building #: 18: 631 Sycamore St. • Celebration, FL 34747: Lakeside Park - Shade Cover**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Shade Cover	\$15,000	\$5,000	Agreed Value	R	Special

**Location #: 9, Building #: 19: 631 Sycamore St. • Celebration, FL 34747: Lakeside Park - Trash Enclosure**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Trash Enclosure	\$8,000	\$5,000	Agreed Value	R	Special

**Location #: 10, Building #: 1: 820 Oak Shadows Rd. • Celebration, FL 34747: East Crescent Park - Pool House**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Pool House	\$120,166	\$5,000	Agreed Value	R	Special
Contents	\$10,000	\$5,000	Agreed Value	R	Special

**Location #: 10, Building #: 3: 820 Oak Shadows Rd. • Celebration, FL 34747: East Crescent Park - Pool & Pool Equipment**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Pool	\$135,000	\$5,000	Agreed Value	R	Special

**Location #: 10, Building #: 4: 820 Oak Shadows Rd. • Celebration, FL 34747: East Crescent Park - Pool Deck**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Pool Deck	\$15,000	\$5,000	Agreed Value	R	Special

**Location #: 10, Building #: 5: 820 Oak Shadows Rd. • Celebration, FL 34747: East Crescent Park - Pool Lights & Poles & Electric**



Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Lighting	\$24,000	\$5,000	Agreed Value	R	Special

**Location #: 10, Building #: 6: 820 Oak Shadows Rd. • Celebration, FL 34747: East Crescent Park - Fencing**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Fence	\$15,000	\$5,000	Agreed Value	R	Special

**Location #: 10, Building #: 7: 820 Oak Shadows Rd. • Celebration, FL 34747: East Crescent Park - Pavilion**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Pavilion	\$16,700	\$5,000	Agreed Value	R	Special

**Location #: 10, Building #: 8: 820 Oak Shadows Rd. • Celebration, FL 34747: East Crescent Park - Playground Equipment**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Playground	\$52,500	\$5,000	Agreed Value	R	Special

**Location #: 11, Building #: 1: Oak Shadows Rd/Indigo/Oak Pond • Celebration, FL 34747: The Greens Rec Area - Pavilion**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Pavilion	\$35,000	\$5,000	Agreed Value	R	Special

**Location #: 12, Building #: 1: Ashbee Ln/Celebration Ave • Celebration, FL 34747: Ashbee Park - Fountain**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Fountain	\$6,000	\$5,000	Agreed Value	R	Special

**Location #: 12, Building #: 2: Ashbee Ln/Celebration Ave • Celebration, FL 34747: Ashbee Park - Lights & Poles & Electric**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Lighting	\$10,000	\$5,000	Agreed Value	R	Special

**Location #: 13, Building #: 1: Aquila Loop/Eagle Woods Trl•Celebration, FL 34747: Aquila Loop Park - Pavilion**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Pavilion	\$10,000	\$5,000	Agreed Value	R	Special

**Location #: 14, Building #: 1: 1343 Celebration Ave. •Celebration, FL 34747: Artisan Park - Clubhouse**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Clubhouse	\$1,440,225	\$5,000	Agreed Value	R	Special
Business Personal Property	\$200,000	\$5,000	Agreed Value	R	Special

**Location #: 14, Building #: 2: 1343 Celebration Ave. •Celebration, FL 34747: Artisan Park - Pavilion/Summer Kitchen Building**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Pavilion	\$110,000	\$5,000	Agreed Value	R	Special

**Location #: 14, Building #: 3: 1343 Celebration Ave. •Celebration, FL 34747: Artisan Park - Pool & Equipment**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Swimming Pool	\$280,000	\$5,000	Agreed Value	R	Special

**Location #: 14, Building #: 4: 1343 Celebration Ave. •Celebration, FL 34747: Artisan Park - Spa/Jacuzzi & Equipment**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Spa	\$35,000	\$5,000	Agreed Value	R	Special

**Location #: 14, Building #: 5: 1343 Celebration Ave. • Celebration, FL 34747: Artisan Park - Pool Deck / Patio**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Fence	\$25,000	\$5,000	Agreed Value	R	Special

**Location #: 14, Building #: 6: 1343 Celebration Ave. • Celebration, FL 34747: Artisan Park - Area Lights & Electric**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Fence	\$40,000	\$5,000	Agreed Value	R	Special

**Location #: 14, Building #: 7: 1343 Celebration Ave. • Celebration, FL 34747: Artisan Park - Pool Area & Perimeter Fence**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Fence	\$32,000	\$5,000	Agreed Value	R	Special

**Location #: 14, Building #: 8: 1343 Celebration Ave. • Celebration, FL 34747: Artisan Park - Outdoor Fireplace**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Fireplace	\$20,000	\$5,000	Agreed Value	R	Special

**Location #: 14, Building #: 9: 1343 Celebration Ave. • Celebration, FL 34747: Artisan Park BI \$100,000**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Building	\$100,000	\$5,000	Agreed Value	R	Special

**Location #: 14, Building #: 10: 1343 Celebration Ave. • Celebration, FL 34747: Artisan Park - Trelliss**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Trellis	\$10,000	\$5,000	Agreed Value	R	Special

**Location #: 14, Building #: 11: 1343 Celebration Ave. • Celebration, FL 34747: Artisan Park - Pergola/Shelter #1**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Pergola	\$20,000	\$5,000	Agreed Value	R	Special

**Location #: 14, Building #: 12: 1343 Celebration Ave. • Celebration, FL 34747: Artisian Park - Pergola/Shelter #2**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Pergola	\$20,000	\$5,000	Agreed Value	R	Special

**Location #: 14, Building #: 13: 1343 Celebration Ave. • Celebration, FL 34747: Artisan Park - Fountain**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Fountain	\$8,000	\$5,000	Agreed Value	R	Special

**Location #: 15, Building #: 1: 851 Celebration Ave. • Celebration, FL 34747: Administration/Meeting Hall**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Building	\$2,161,431	\$5,000	Agreed Value	R	Special
Business Personal Property	\$160,000	\$5,000	Agreed Value	R	Special
Chiller/Electrical Enclosure	\$35,000	\$5,000	Agreed Value	R	Special

**Location #: 15, Building #: 3: 851 Celebration Ave. • Celebration, FL 34747: Entry Monument**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Monument	\$10,000	\$5,000	Agreed Value	R	Special

**Location #: 16, Building #: 1: 852 Celebration Ave • Celebration, FL 34747: (8) Parking Lot Lighting**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Lighting	\$24,000	\$5,000	Agreed Value	R	Special

**Location #: 17, Building #: 1: 215A Celebration Ave•Celebration, FL 34747: The Commons/North Village - Pool House**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Building	\$183,630	\$5,000	Agreed Value	R	Special
Business Personal Property	\$37,100	\$5,000	Agreed Value	R	Special

**Location #: 17, Building #: 4: 215A Celebration Ave•Celebration, FL 34747: The Commons/North Village - Pavilion - Open Sided**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Pavilion	\$176,500	\$5,000	Agreed Value	R	Special

**Location #: 17, Building #: 5: 215A Celebration Ave•Celebration, FL 34747: The Commons/North Village - Swimming Pool & Equipment**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Swimming Pool	\$155,700	\$5,000	Agreed Value	R	Special

**Location #: 17, Building #: 6: 215A Celebration Ave•Celebration, FL 34747: The Commons/North Village- (6) Lights & Poles & Electric**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Lighting	\$18,000	\$5,000	Agreed Value	R	Special

**Location #: 17, Building #: 7: 215A Celebration Ave•Celebration, FL 34747: The Commons/North Village - Fencing**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Fence	\$16,000	\$5,000	Agreed Value	R	Special

**Location #: 17, Building #: 8: 215A Celebration Ave•Celebration, FL 34747: The Commons/North Village- Playground Equipment**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Playground	\$150,000	\$5,000	Agreed Value	R	Special

**Location #: 17, Building #: 9: 215A Celebration Ave•Celebration, FL 34747: The Commons/North Village - (2) Volleyball Stanbdards**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Volleyball	\$10,000	\$5,000	Agreed Value	R	Special

**Location #: 18, Building #: 1: Trumpet Place•Celebration, FL 34747: Trumpet Park - (4) Trellis/Arbor**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Arbor	\$18,000	\$5,000	Agreed Value	R	Special

**Location #: 19, Building #: 1: Celebration Ave W of Jeater Be•Celebration, FL 34747: Memorial Park - Maintenance Bldg**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Building	\$99,566	\$5,000	Agreed Value	R	Special
Business Personal Property	\$30,000	\$5,000	Agreed Value	R	Special

**Location #: 19, Building #: 2: Celebration Ave W of Jeater Be•Celebration, FL 34747: Memorial Park - Parking Pavilion**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Pavilion	\$7,560	\$5,000	Agreed Value	R	Special

**Location #: 19, Building #: 3: Celebration Ave W of Jeater Be•Celebration, FL 34747: Memorial Park - Fencing**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Fence	\$14,000	\$5,000	Agreed Value	R	Special

**Location #: 19, Building #: 4: Celebration Ave W of Jeater Be•Celebration, FL 34747: Memorial Park - Property in Open**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Property in Open	\$5,500	\$5,000	Agreed Value	R	Special

**Location #: 19, Building #: 5: Celebration Ave W of Jeater Be•Celebration, FL 34747: Memorial Park - (16) Monuments**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Monuments	\$26,000	\$5,000	Agreed Value	R	Special

**Location #: 20, Building #: 1: Abella St/Downey Place•Celebration, FL 34747: Downey Park - Arbor**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Arbor	\$5,000	\$5,000	Agreed Value	R	Special

**Location #: 20, Building #: 2: Abella St/Downey Place•Celebration, FL 34747: Downey Park - Fountain**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Fountain	\$12,500	\$5,000	Agreed Value	R	Special

**Location #: 21, Building #: 1: Craftsman Ave/Wilde Dr/Mosaic•Celebration, FL 34747: Bocce Park - Sport Court**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Bocce Ball Court	\$5,000	\$5,000	Agreed Value	R	Special

**Location #: 21, Building #: 2: Craftsman Ave/Wilde Dr/Mosaic•Celebration, FL 34747: Bocce Park - Lights, Poles & Electric**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Lighting	\$5,000	\$5,000	Agreed Value	R	Special

**Location #: 22, Building #: 1: Tapestry Dr/Stickley Ave•Celebration, FL 34747: Amphitheater**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Amphitheater	\$36,000	\$5,000	Agreed Value	R	Special

**Location #: 22, Building #: 2: Tapestry Dr/Stickley Ave•Celebration, FL 34747: Artisan Park - Amphitheater Lights & Electric**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Lighting	\$28,800	\$5,000	Agreed Value	R	Special

**Location #: 23, Building #: 1: 4850 L.B. McLeod•Celebration, FL 34747: Storage Unit Contents**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Business Personal Property	\$30,000	\$5,000	Agreed Value	R	Special

**Location #: 24, Building #: 1: 4851 L.B. McLeod•Celebration, FL 34747: Storage Unit Contents**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Business Personal Property	\$30,000	\$5,000	Agreed Value	R	Special

**Location #: 25, Building #: 1: 1581 Castile St•Celebration, FL 34747: Spring Lake Pool House/Rec building**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Building	\$394,727	\$5,000	Agreed Value	R	Special
Business Personal Property	\$17,500	\$5,000	Agreed Value	R	Special

**Location #: 25, Building #: 2: 1581 Castile St•Celebration, FL 34747: Spring Lake Pool House/Rec building Contents/Pool Furniture**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
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**Location #: 25, Building #: 3: 1581 Castile St•Celebration, FL 34747: Spring Lake Swimming pool & Equipment**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Swimming Pools	\$125,000	\$5,000	Agreed Value	R	Special

**Location #: 25, Building #: 4: 1581 Castile St•Celebration, FL 34747: Spring Lake Pool Deck**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Pool Deck	\$42,000	\$5,000	Agreed Value	R	Special



**Location #: 25, Building #: 5: 1581 Castile St•Celebration, FL 34747: Spring Lake Pool Area Fence**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Fence	\$26,500	\$5,000	Agreed Value	R	Special

**Location #: 25, Building #: 6: 1581 Castile St•Celebration, FL 34747: Spring Lake Pool Pergola/Arbor**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Arbor	\$20,000	\$5,000	Agreed Value	R	Special

**Location #: 25, Building #: 7: 1581 Castile St•Celebration, FL 34747: Spring Lake Park Playground Equipment**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Playground	\$17,000	\$5,000	Agreed Value	R	Special

**Location #: 25, Building #: 8: 1581 Castile St•Celebration, FL 34747: Spring Lake Park Playground Arbor**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Arbor	\$10,000	\$5,000	Agreed Value	R	Special

**Location #: 25, Building #: 9: 1581 Castile St•Celebration, FL 34747: Civic Corridor Dog Park Fence**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Fence	\$100,000	\$5,000	Agreed Value	R	Special

**Location #: 25, Building #: 10: 1581 Castile St•Celebration, FL 34747: Civic Corridor Dog Park Lights & poles**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Lighting	\$5,000	\$5,000	Agreed Value	R	Special

**Location #: 25, Building #: 11: 1581 Castile St•Celebration, FL 34747: Civic Corridor Dog Park Signage**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Sign	\$2,500	\$5,000	Agreed Value	R	Special

**Location #: 25, Building #: 12: 1581 Castile St•Celebration, FL 34747: Pavilion Western Mew**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Pavilion	\$15,000	\$5,000	Agreed Value	R	Special

**Location #: 25, Building #: 13: 1581 Castile St•Celebration, FL 34747: Pergola- Western Mew**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Pergola	\$7,500	\$5,000	Agreed Value	R	Special

**Location #: 25, Building #: 14: 1581 Castile St•Celebration, FL 34747: Mew Monument Signs**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Sign	\$15,500	\$5,000	Agreed Value	R	Special

**Location #: 25, Building #: 15: 1581 Castile St•Celebration, FL 34747: Spring Lake Wall & Gates**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Access Gate	\$190,000	\$5,000	Agreed Value	R	Special

**Location #: 26, Building #: 1: 29 Blake Blvd, 192/ Celebration Aveln publix parking lot•Celebration, FL 34747: Water Tower**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Water Tower	\$175,000	\$5,000	Agreed Value	R	Special

**Location #: 27, Building #: 1: 319 Campus St•Celebration, FL 34747: Civic Corridor Restroom/Concession Building at Sports Facility**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Building	\$380,786	\$5,000	Agreed Value	R	Special
Business Personal Property	\$50,000	\$5,000	Agreed Value	R	Special

**Location #: 27, Building #: 2: 319 Campus St•Celebration, FL 34747: Civic Corridor Metal Fences/gates**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Fence	\$30,000	\$5,000	Agreed Value	R	Special

**Location #: 27, Building #: 3: 319 Campus St•Celebration, FL 34747: Civic Corridor Lift Station**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Lift Station	\$15,000	\$5,000	Agreed Value	R	Special

**Location #: 27, Building #: 4: 319 Campus St•Celebration, FL 34747: Civic Corridor 11 steel Light Poles/31 Light Bollards/Roadway Light Poles/Elec.**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Lighting	\$750,000	\$5,000	Agreed Value	R	Special

**Location #: 27, Building #: 5: 319 Campus St•Celebration, FL 34747: Civic Corridor 4 nets poles 4000 each**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Net Poles	\$16,000	\$5,000	Agreed Value	R	Special

**Location #: 27, Building #: 6: 319 Campus St•Celebration, FL 34747: Civic Corridor Electric Boxes**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Electric Boxes	\$10,000	\$5,000	Agreed Value	R	Special

**Location #: 27, Building #: 7: 319 Campus St•Celebration, FL 34747: Pavillion/Gazebo**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Pavillion	\$60,000	\$5,000	Agreed Value	R	Special

**Location #: 27, Building #: 8: 319 Campus St•Celebration, FL 34747: Field**

Property Description	Limit	Deductible	Co-Ins %	Value	Cause of Loss
Field	\$200,000	\$5,000	Agreed Value	R	Special

## Additional Deductibles, Enhancements, Endorsements & Changes:

\*Subject to a wind & hail deductible of 5%

\*Sinkhole Deductible of \$5,000

\*No Ordinance or Law Coverage

\*No Business Interruption Coverage

\*LB McLeod Rd Location - 3% Hurricane Deductible, 10% Sinkhole Deductible, and \$5,000 All Other Perils Deductible

## Some Exclusions:

- Flood (We strongly recommend that you consult your agent regarding the purchase of this coverage Flood Insurance is available from the National Flood Insurance Program (NFIP) and some Property Insurers.)
- Business Income/Extra Expense (this coverage is available, please consult your agent)
- Earth Movement
- Bacteria or Virus
- Earthquake
- Governmental Action / War
- Certain Computer Related Losses
- Terrorism (can be purchased for an additional premium)
- Please Refer to the Policy For a Complete List and Details of All Exclusions

# Crime Coverage

Insurance Company: The Hanover Insurance Company  
Policy Term: 12/6/2022 to 12/6/2023

## Coverage Detail

Description	Limit	Deductible
Employee Theft	\$7,600,000	\$76,000
Forgery or Alteration	\$1,000,000	\$10,000
Inside Premises: Theft of money & securities	\$1,000,000	\$10,000
Inside Premises: Robbery or burglary of other property		
Outside Premises: Money & securities	\$1,000,000	\$10,000
Outside Premises: Other property		
Computer Fraud	\$7,600,000	\$76,000
Funds Transfer Fraud	\$7,600,000	\$76,000
Money Orders and Counterfeit Currency	\$1,000,000	\$10,000

# General Liability Locations

## Policy Named Insureds

Celebration Joint Committee Inc.  
Celebration Joint Committee Inc.  
Celebration Community Services Inc  
Celebration Nonresidential Owners Association Inc  
Celebration Residential Owners

## Policy Locations Insured

Loc #	Bldg #	Address
1	1	851 Celebration Ave • Celebration FL 34747
2	1	319 Campus St • Celebration FL 34747

# General Liability Coverage

Insurance Company: Philadelphia Indemnity Insurance Company  
Policy Term: 12/6/2022 to 12/6/2023

## Policy Form

Commercial General Liability - Claims Made

## Coverage Detail

Description	Limits of Liability
Each Occurrence	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Fire Damage Liability - Any One Fire	\$100,000
Medical Expense - One Person	\$5,000
General Aggregate	\$2,000,000
Products / Completed Operations Aggregate	\$2,000,000
Liquor Liability	\$1,000,000

## Exclusions (Include, but are not limited to):

- Pollution
- Employment Practices Liability (this coverage is available, please consult your agent)
- Nuclear Energy Liability
- Asbestos
- Total Lead
- Fungi or Bacteria
- Contractors Professional Liability
- War / Governmental Acts
- Exterior Insulation and Finish System (EIFS)
- Terrorism (Can be added for additional premium)
- Violation of Statutes That Govern Emails and Faxes
- **Please Refer to the Policy for a Complete List and Details of All Exclusions**

# General Liability Coverage

Insurance Company: Philadelphia Indemnity Insurance Company  
 Policy Term: 12/6/2022 to 12/6/2023

## General Liability Exposures

Premium may be subject to Annual Audit

Loc	Class Code	Classification	Rating Basis	Premium Basis
1	68500	Townhouses or Similar Associations (Association Risk Only)	4621	Per Unit
1	41668	Clubs-Civic, Service or Social-Having Buildings or Premises Owned or Leased-Not-For-Profit Only	19201	Area - Per 1,000/Sq Ft
1	41668	Clubs-Civic, Service or Social-Having Buildings or Premises Owned or Leased-Not-For-Profit Only	1575	Area - Per 1,000/Sq Ft
1	48925	Swimming pool areas (5 pool areas incl 2 kiddie pools and 1 jacuzzi) - pool(s)	6	Each
1	41668	Club-Civic-Bldg Own/Lease NFP (office)	15601	Area - Per 1,000/Sq Ft
1	16910	Restaurants-with Sale of Alcoholic Beverages that are Less Than 30% of the Annual Receipts of the Restaurants-with Table Service	421,000	Gross Sales - Per \$1,000/Sales
1	13507	GIFT SHOP-NFP (Disney Merchandise Sales Shop)	75000	Gross Sales - Per \$1,000/Sales
1	41422	Youth Recreation Programs - summer camp for 50 kids for 10 weeks	2500	Other
1	46671	Dog Park	1	Each
1	44444	Additional Insured - flat charge	2	Each
1	44444	Special Events	18	Attendees
1	44444	Art & Wine Strolls	4	Attendees
1	41668	Clubs-Civic, Service or Social-Having Buildings or Premises Owned or Leased-Not-For-Profit Only	3046	Area - Per 1,000/Sq Ft
1		Fitness Center	1000	Area - Per 1,000/Sq Ft
1	41668	Club-Civic_Bldg Own/Lease-NFP	1000	Area - Per 1,000/Sq Ft
2		Sports Complex Building	3200	Area - Per 1,000/Sq Ft
2		Restaurants- Food Sales	50,000	Gross Sales - Per \$1,000/Sales



# Automobile Coverage

Insurance Company: Philadelphia Indemnity Insurance Company  
 Policy Term: 12/6/2022 to 12/6/2023

## Coverage Detail

Description	Limits	Applies To
Combined Single Limit Bodily Injury & Property Damage	\$1,000,000	Owned Autos, Hired & Non-Owned Autos
Uninsured Motorist Limits	\$1,000,000	Specifically Described Autos
Medical Payments	\$5,000	Specifically Described Autos
Personal Injury Protection (PIP)	Statutory	Specifically Described Autos
	Actual Cash Value	Specifically Described Autos
	Actual Cash Value	Specifically Described Autos

Includes	
<input checked="" type="checkbox"/>	Hired / Borrowed Auto Liability
<input checked="" type="checkbox"/>	Non-owned Auto Liability
<input type="checkbox"/>	Hired Auto Physical Damage
<input type="checkbox"/>	Broadened PIP
<input type="checkbox"/>	Drive Other Car Coverage for:

Deductibles	Comprehensive & Collision	
	See Schedule	
	Hired Auto Physical Damage	
	\$1,000	Comprehensive
	\$1,000	Collision

# Workers Compensation Coverage

Insurance Company: LUBA Casualty Insurance Company  
Policy Term: 12/6/2022 to 12/6/2023

## Named Insureds

Celebration Residential Owners Inc.

## Workers Compensation Benefits

States: FL

## Employers Liability

Description	Limits
Bodily Injury by Accident	\$500,000
Bodily Injury by Disease - Policy Limit	\$500,000
Bodily Injury by Disease - Each Employee	\$500,000
Workers Compensation: Statutory Benefit	Included

St	Code	Classification	Payrolls	Rate	Premium
Loc #: 1		690 Celebration Ave • Celebration, FL 34747			
FL	9015	Buildings - Operated By Owner Or Lessee		3.81	\$599.00

# Umbrella Liability Coverage

Insurance Company: Philadelphia Indemnity Insurance Company  
 Policy Term: 12/6/2022 to 12/6/2023

## Policy Form

Umbrella - Occurrence Form

## Coverage Detail

Description	Limits
General Aggregate	\$5,000,000
Products / Completed Operations	\$5,000,000
Each Occurrence	\$5,000,000
Self Insured Retention (SIR)	\$10,000

## Underlying Coverage Requirements

Policy Type	Carrier / Policy #	Policy Period	Limits
Automobile Liability CSL	Philadelphia Indemnity Insurance Company / PHPK2213587	12/6/2021 to 12/6/2023	\$1,000,000
General Liability Each Occurrence	Philadelphia Indemnity Insurance Company / PHPK2213587	12/6/2022 to 12/6/2023	\$1,000,000
Employers Liability Each Accident Disease ea Emp. Disease Pol Limit	Continental Casualty Ins Co / WC425948947	12/6/2022 to 12/6/2023	\$500,000 \$500,000 \$500,000
Directors and Officers Liability	Travelers Casualty & Surety Company / 106036187	12/6/2022 to 12/6/2023	\$1,000,000

The insurance premiums indicated above are estimated and may change upon further underwriting review by the insurance company.

# CROA Pollution Liability Coverage

Insurance Company: Indian Harbor Insurance Company  
Policy Term: 12/6/2022 to 12/6/2023

## Coverage Detail

Description	Limit	Deductible
Pollution Liability	\$1,000,000	\$5,000

# CCS Directors & Officers Coverage

Insurance Company: United States Liability  
Policy Term: 12/6/2022 to 12/6/2023

## Coverage Detail

Description	Limit	Deductible
D&O	\$1,000,000	\$0

# CJC, CROA & CNRO Director's & Officers Coverage

Insurance Company: Travelers Indemnity  
Policy Term: 12/6/2022 to 12/6/2023

## Coverage Detail

Description	Limit	Deductible
D&O	\$1,000,000	\$25,000

# CRO Cyber Liability Coverage

Insurance Company: Philadelphia Insurance Company  
Policy Term: 12/6/2022 to 12/6/2023

## Coverage Detail

Description	Limit	Deductible
Cyber Liability	\$1,000,000	\$5,000

# CNROA Cyber Liability Coverage

Insurance Company: Philadelphia Insurance Company  
Policy Term: 12/6/2022 to

## Coverage Detail

Description	Limit	Deductible
Cyber Liability	\$1,000,000	\$5,000

# CJC Cyber Liability Coverage

Insurance Company: Philadelphia Insurance Company  
Policy Term: 12/6/2022 to 12/6/2023

## Coverage Detail

Description	Limit	Deductible
Cyber Liability	\$1,000,000	\$5,000

# CJC & CROA Equipment Breakdown Coverage

Insurance Company: Hartford Steam Boiler  
Policy Term: 12/6/2022 to 12/6/2023

## Coverage Detail

Description	Limit	Deductible
Equipment Breakdown	\$11,758,200	\$2,500

# Premium Summary

Coverage	Expiring	Renewal
Commercial Package	\$97,815.00	\$117,111.72
Commercial Property	\$46,199.57	\$82,099.30
Commercial Crime	\$6,606.00	\$6,740.72
Directors & Officers (CSS)	\$428.00	\$428.00
Directors & Officers (CJC, CROA, CNRO)	\$12,231.00	\$14,554.38
Cyber Liability (CROA)	\$5,602.00	\$7,349.11
Cyber Liability (CJC)	\$892.50	\$3,455.76
Cyber Liability (CNROA)	\$892.50	\$3,455.76
Pollution Liability (CNROA)	\$8,237.50	\$8,237.25
Workers Compensation	\$599.00	\$599.00
Equipment Breakdown (CJC & CROA)	\$2,452.00	\$2,584.68
Commercial Umbrella	\$17,430.00	\$19,989.96
<b>Total Premium</b>	<b>\$199,385.07</b>	<b>\$266,605.64</b>

**ESTIMATED ANNUAL INCREASE OF \$67,220.57 OR 33.71%**

Quotes are Subject to the Following:

- Signed application
- Premium payment

# Market Summary

Company	Quote	Notes
Philadelphia Insurance (Package)	Yes	Incumbent-Proposed
Vantage Risk (Property)	Yes	Incumbent Replacement-Proposed
Westfield Insurance	No	Declined due to exposure & losses
Philadelphia (Property)	No	Declined due to exposure & construction
Ace American	No	Declined-Can't compete with current pricing or terms
AIG	No	Declined-Can't compete with current pricing or terms
Endurance American	No	Declined-Can't compete with current pricing or terms
IAT Specialty	No	Declined-Can't compete with current pricing or terms
James River	No	Declined-Can't compete with current pricing or terms
Kinsale	No	Declined-Can't compete with current pricing or terms
WKF&C	No	Declined-Can't compete with current pricing or terms
USLI	No	Declined-Can't compete with current pricing or terms
RLI	No	Declined-Can't compete with current pricing or terms
McGowan	No	Declined-Can't compete with current pricing or terms

As a full-service, independent agency, we are not limited to any one carrier and are free to shop the market for the best coverages and rates to suit all of your commercial insurance needs.

**Just another reason why at Sihle Insurance Group, the difference is service!**

**\*\*Note, all declinations not able to compete with pricing and terms, premium would substantially higher and coverage would substantially limited.**



# Surplus Lines Disclosure

Coverage	Surplus Lines Carrier	Effective Date
Commercial Package		

AT MY DIRECTION, SIHLE INSURANCE GROUP, INC. HAS PLACED MY COVERAGE IN THE SURPLUS LINES MARKET. AS REQUIRED BY FLORIDA STATUTE 626.916, I HAVE AGREED TO THIS PLACEMENT. I UNDERSTAND THAT SUPERIOR COVERAGE MAY BE AVAILABLE IN THE ADMITTED MARKET AND AT A LESSER COST AND THAT **PERSONS INSURED BY SURPLUS LINES CARRIERS ARE NOT PROTECTED BY THE FLORIDA INSURANCE GUARANTY ASSOCIATION WITH RESPECT TO ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.**

I FURTHER UNDERSTAND THE POLICY FORMS, CONDITIONS, PREMIUMS, AND DEDUCTIBLES USED BY SURPLUS LINES INSURERS MAY BE DIFFERENT FROM THOSE FOUND IN POLICIES USED BY AUTHORIZED INSURERS. I HAVE BEEN ADVISED TO CAREFULLY READ THE ENTIRE POLICY.

THE UNDERSIGNED HOLDS HARMLESS SIHLE INSURANCE GROUP, INC. AND ITS AGENTS, EMPLOYEES, OFFICERS AND DIRECTORS FOR ALL DAMAGES, DIRECT OR INDIRECT, ARISING OUT OF THE FAILURE OF THE SURPLUS LINES INSURANCE COMPANY TO FULFILL ANY OF ITS OBLIGATIONS AT ANY TIME AND IN ANY MANNER WHATSOEVER.

Celebration Joint Committee Inc.

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Signature of Named Insured

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Printed Name and Title of Person Signing

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Date

# Minimum Earned Premium Minimum and Deposit Premium

One or more of the policies outlined in this proposal may include one of the following requirements. Below is a description of those requirements for your review.

## **MINIMUM AND DEPOSIT**

This is the amount of premium due at inception. Although the policy is subject to adjustment based on a rate per exposure unit, under no circumstances will the annual earned premium be less than the minimum premium. Therefore, the policy may generate an additional premium on audit, but not a return.

If such a policy is cancelled mid-term, the earned premium is the GREATER of the annual minimum times the short rate or pro-rata factor, or the actual earned premium as determined by audit, subject to a short rate penalty if applicable.

## **MINIMUM EARNED PREMIUM**

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the LEAST that will be retained by the insurance company once the policy goes into effect. The amount retained would be the GREATER of the actual earned premium whether calculated on a pro-rate or short rate basis, or the minimum earned premium.

Commonly used Minimum Earned Premium Clauses include 25% flat or a Percentage determined if the policy was in force during the Hurricane Season (June 1 through Nov 30).

## **FLAT CANCELLATIONS**

Surplus lines insurance companies normally do not allow flat cancellations. Once the policy is in effect, some premium will be earned.



# Flood Insurance Offer

PREFERRED RATING COVERAGES AVAILABLE EFFECTIVE JANUARY 1, 2021

NONRESIDENTIAL (ZONES B, C, X)

Building & Contents			Contents Only		
Coverage	Annual Premium		Coverage	Annual Premium	
	Without Basement or Enclosure	With Basement or Enclosure		Contents Above Ground (more than one floor)	All Other Locations (basement only not eligible)
\$50,000/\$50,000	\$ 712	\$1,160	\$50,000	\$173	\$ 423
\$100,000/\$100,000	\$1,158	\$2,013	\$100,000	\$275	\$ 654
\$150,000/\$150,000	\$1,513	\$2,689	\$150,000	\$372	\$ 870
\$200,000/\$200,000	\$1,880	\$3,201	\$200,000	\$470	\$1,095
\$250,000/\$250,000	\$2,173	\$3,642	\$250,000	\$570	\$1,319
\$300,000/\$300,000	\$2,465	\$4,081	\$300,000	\$671	\$1,546
\$350,000/\$350,000	\$2,686	\$4,520	\$350,000	\$771	\$1,771
\$400,000/\$400,000	\$2,906	\$4,888	\$400,000	\$870	\$1,996
\$450,000/\$450,000	\$3,125	\$5,255	\$450,000	\$967	\$2,221
\$500,000/\$500,000	\$3,344	\$5,620	\$500,000	\$1,066	\$2,447

I UNDERSTAND THAT FLOOD COVERAGE IS NOT INCLUDED ON MY PROPERTY POLICY BUT CAN BE PURCHASED THROUGH A NATIONAL FLOOD INSURANCE PROGRAM PROVIDER. AND I:

- DECLINE TO PURCHASE THIS COVERAGE AND UNDERSTAND THAT MY PROPERTY WILL NOT BE COVERED FOR ANY LOSS CAUSED BY OR RESULTING FROM FLOOD.**
- DECLINE TO PURCHASE EXCESS FLOOD COVERAGE**
- ELECT TO PURCHASE THIS VALUABLE COVERAGE PER THE SELECTED LIMIT ABOVE .**
- OR - I AM INTERESTED IN OBTAINING A HIGH RISK PROPERTY FLOOD INSURANCE QUOTE AND WILL PROVIDE AN ELEVATION CERTIFICATE, IF NECESSARY.**

I ALSO UNDERSTAND THAT MY SELECTION/REJECTION OF THIS COVERAGE WILL APPLY TO ALL FUTURE RENEWALS, CONTINUATIONS AND CHANGES UNLESS I NOTIFY YOU OTHERWISE IN WRITING.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date Signed

# Action Item C2

## Spring Lake Townhomes New Committee Member

## Action Item C2

<b>Motion Subject:</b>	Spring Lake Gardens approval of Committee Member
<b>Funding Source:</b>	N/A
<b>Budgeted Amount:</b>	N/A
<b>Bids Received:</b>	N/A
<b>Rationale:</b>	Spring Lake Townhomes had a member leave the committee. They are requesting the applicant Mr. Donald Grace fill the vacancy on the committee.
<b>Management Recommendation:</b>	Management recommends the approval of the new committee member for the Spring Lake Townhomes Service Area Committee
<b>Motion on Agenda:</b>	Motion to approve the new member of the Spring Lake Townhomes Service Area Committee.

# Action Item C3

## Spring Lake Gardens New Committee Members

## Action Item C3

<b>Motion Subject:</b>	Spring Lake Gardens approval of Committee Members
<b>Funding Source:</b>	N/A
<b>Budgeted Amount:</b>	N/A
<b>Bids Received:</b>	N/A
<b>Rationale:</b>	<p>Spring Lake Gardens had a member leave the committee, they are also requesting another committee member to join due to the size of the Service Area. With the additions of these two committee members there would be a total of four members on the committee.</p> <p>The two proposed candidates are Ms. Hohentanner and Mr. Clary</p>
<b>Management Recommendation:</b>	Management recommends the approval of the two new committee members to join the Spring Lake Gardens Service Area Committee.
<b>Motion on Agenda:</b>	Motion to approve the new members of the Spring Lake Garden Homes Service Area Committee.



# Action Item C4

**Approval of Lot D Project RFP**

## Action Item C4

<b>Motion Subject:</b>	Approval of Lot D Project RFP
<b>Funding Source:</b>	N/A
<b>Budgeted Amount:</b>	N/A
<b>Bids Received:</b>	N/A
<b>Rationale:</b>	<p>Management has been working with the Pickleball SME Group, KPM Franklin, and the Calic Group to generate an RFP for the construction project on Lot D.</p> <p>The RFP will be opened on December, 15, 2022 and responses will be due no later than January 13, 2022. This will provide management, the SME Group, and the Calic Group time to review potential bids, ask questions, and have a recommended vendor to the Board for approval at the January 25, 2023 meeting.</p> <p>The RFP document has been reviewed and signed off on by CROA counsel.</p>
<b>Management Recommendation:</b>	Management recommends approval of the RFP for Lot D as drafted by the Calic Group.
<b>Motion on Agenda:</b>	Motion to approve the RFP for the Lot D Project.

# Action Item C5

## Approval of Celebration Cyclones Contract

## Action Item C5

<b>Motion Subject:</b>	Approval of Celebration Cyclones Contract
<b>Funding Source:</b>	N/A
<b>Budgeted Amount:</b>	N/A
<b>Bids Received:</b>	N/A
<b>Rationale:</b>	<p>The Parks and Recreation Committee recently issued RFPs for Soccer, Swimming, and Tennis.</p> <p>As part of this RFP, the partner program scope of work and pay rates were adjusted with input from the Parks and Recreation Committee and a Finance Committee Liaison.</p>
<b>Management Recommendation:</b>	Management recommends approval of the Celebration Cyclones (Swimming) contract as recommended by the Parks and Recreation Committee.
<b>Motion on Agenda:</b>	Motion to approve the 2023 contract for Celebration Cyclones as recommended by the Parks and Recreation Committee.

## SERVICES AGREEMENT

THIS AGREEMENT, is made effective the 1<sup>st</sup> day of January 2023, by and between Celebration Residential Owners Association, Inc. (herein referred to as the “Owner”), whose mailing address is 851 Celebration Avenue, Celebration, Florida 34747, and Celebration Cyclones (herein referred to as the “Contractor”), whose mailing address is 114 Parlor Ave, Celebration, Florida 34747, Attention: Kelly Walton.

### WITNESSETH

WHEREAS, Owner desires to employ the services of Contractor for a period of three (3) years or as otherwise modified as set forth in this Agreement, to perform the hereinafter described Services, and Contractor desires to be so employed.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

#### 1. DEFINITIONS.

- a. Agreement The Agreement consists of this Services Agreement, the Scope of Services, the Rate Schedule, the form of Changed Service Authorization, the form of General Release, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 6.
- b. Services The term “Services” as used in this Agreement shall be construed to include all Services set for in Exhibit A, all obligations of Contractor under this Agreement and where any Changed Service Authorizations have been issued pursuant to Article 6 of this Agreement, the changed Services set forth therein.

#### 2. SCOPE OF SERVICES.

- a. A description of the nature, scope, and schedule of Services to be performed by Contractor under this Agreement is accordance with the following List of Exhibits:
  - i. Exhibit A, Scope of Services
  - ii. Exhibit B Rate Schedule

3. BASIS FOR COMPENSATION AND PAYMENTS.

- a. Contractor will be invoiced on the 1<sup>st</sup> of each month for the month's facility usage at the agreed monthly rate of \$809.00 for all Celebration Cyclone programs held at the premises. Contractor will drop off payment made payable to Celebration Residential Owners Association, Inc. otherwise known as CROA at Town Hall, 851 Celebration Ave, Celebration, FL 34747, or make payment on the Parks and Recreation platform. Payment is due, in full, on the 15<sup>th</sup> day of each month. Failure to pay within that period of time will result in the cancellation of any and all use of the facility.
- b. Owner retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2, or in any Changed Service Authorization, in accordance with the provisions of Article 6 of this Agreement.
- c. In the event of unforeseen weather or maintenance that cause a significant negative impact to facility usage by the Contractor, the monthly rate may be adjusted ratably.

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS. Contractor hereby represents to Owner that: (a) it has the experience and skill to perform the Services as set forth in this Agreement; (b) that it shall comply with all applicable federal, state, and local laws, rules, codes, and orders of any public, quasi-public or other government authority; (c) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (d) it has by careful examination satisfied itself as to: (i) the nature, location and character of the general area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (ii) all other matters or things which could in any manner affect the performance of the Services.

5. INSURANCE; INDEMNIFICATION.

- a. Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:
  - i. Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and

- ii. Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.
- b. All such insurance required in Paragraph a. shall be in companies and on forms acceptable to Owner and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Owner. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to the Owner. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.
- c. Contractor shall defend (if requested by Owner) or pay for Owner's defense, indemnify and hold Owner and its officers, directors, agents, employees, managers and assigns harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees, paralegal fees, and court costs) arising directly or indirectly, in whole or in part, from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement; or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

## 6. MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.

- a. A Changed Service Authorization shall be in writing by the Owner, in the form and manner attached to this Agreement as Exhibit C, which shall consist of additions, deletions, or other modifications to the Agreement.
- b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Changed Service Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Changed Service Authorization, the Contractor shall promptly proceed with the Changed Service Authorization, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 3 in this Agreement.

## 7. PROTECTION OF PERSONS AND PROPERTY.

- a. The Contractor shall be responsible for initiating, maintaining, and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services





if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to Articles 3 and 6, through the date of termination, plus any Reimbursable Expenses incurred (to the extent these are expressly allowed under Article 3).

11. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

- a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged and agreed that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services and any agreement between the Contractor and Subcontractor shall identify Owner as a third-party beneficiary to the agreement.
- b. Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timelines, and the coordination of all Services furnished by the Contractor or its Subcontractors.
- c. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

12. NOTICE.

- a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, telex, e-mail, cable, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: Celebration Residential Owners Association, Inc.  
851 Celebration Avenue  
Celebration, FL 34747

If to Contractor: Celebration Cyclones  
114 Parlor Ave.  
Celebration, FL 34747  
Attn: Kelly Walton

or to such other address as either party may direct by notice given to the other as hereinabove provided.

- b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

### 13. LEGAL PROCEEDINGS.

- a. The Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior or written statements, instructions, agreements, representations, or other communications.
- b. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement or the Services to be performed hereunder, shall be submitted for trial, before the Circuit Court of the Ninth Judicial Circuit in and for Orange/Osceola County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange/Osceola County, Florida, having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto.
- c. In the event that any provision of the Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Agreement shall remain in full force and effect

### 14. MISCELLANEOUS PROVISIONS.

- a. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services

required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

- c. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.
- d. The rights and remedies of Owner provided under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the day and year first above written.

OWNER

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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Exhibit A  
Scope of Services  
2023 – Swimming

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- Facility will be available for contractor on a mutually agreed upon schedule at Lakeside Pool, 631 Sycamore Street, Celebration, FL 34747 for 3 swimming lap lanes, with an addition to add a 4<sup>th</sup> lane per written approval, **on a monthly rate of \$809**. Monthly facility fee will be due the 15<sup>th</sup> of each month. Contractor will abide to the rules and regulations of the approved facility. *CROA will complete random/unannounced audits, noncompliance could lead to discontinuation of usage agreement.*
- Contractor has been approved to utilize CROA related equipment such as lifeguard rescue tube, trauma bag, backboard, swimming lap lanes, backstroke flags and diving blocks during their swim lessons, practices, clinics, and swim meets. The contractor is responsible for auditing CROA equipment daily prior to utilization to ensure all items are free of damage. The contractor is to contact CROA immediately if any equipment is broken and/or damaged.
- Contractor is responsible for all aspect of swimmer, including but not limited to a year-round competitive swim program, swim club level, private swim lessons, family swim events and swim meets. Contractor will be responsible for organizing participant registration, team rosters, establishing practice and meet schedules, furnishing t-shirts and/or uniforms, trophies, participant medals, athletic equipment, and all other materials and services required to successfully administer a swimming program.
- Contractor will provide CROA with days and times that they will not need the facility one month in advance.
- Contractor will have access to store items in an approved unit/facility. CROA is not responsible for any lost or damaged items. No updating storage unit without written consent. The head coach of the organization will only have access to the code. Failure to share the code will result in cancellation of the storage unit.
- Contractor is responsible for all participants that are attending their swim lessons, swim practices, clinics and swim meets. Contractor will be responsible for any damage that occurs from the participants. CROA will provide contractor with invoice on any damage repairs.
- Contractor will provide a lifeguard certification to CROA and ensure a staff member with a lifeguard certification is on duty during swim lessons, swim practices, clinics, and swim meets. CROA will require the contractor to provide an additional lifeguard on property during swim meets.
- CROA requires that any recreation program that utilizes CROA facilities conduct a mandatory Level II Criminal Background checks on all persons who manage, coach, volunteer, officiate or otherwise have direct authority at any level before the program begins. *CROA will complete random/unannounced audits of background checks and*

*noncompliance could lead to discontinuation of usage agreement. CROA reserves the right to request a fresh background check, partner program will have 72 hours of notice to come within compliance.*

- CROA will require the registration of coach's background checks, certifications and qualifications (i.e. USA Swimming) be submitted 15 days prior to the start of each season. A certified coach is required on property during practices/games/events and will be responsible for communication and liability concerns from the entire time the program is on property each day. Contractor will provide a positive atmosphere to the participants.
- All managers, head coaches, assistant coaches, or volunteers who have direct contact with children, shall be required to view an online instructional video or attend a coaching training session approved by the manager or coach of the program. Signed certifications of completion for the instructional video and/or training session shall be submitted to [townhall@ciramail.com](mailto:townhall@ciramail.com) within 15 prior to the start of each season.
- CROA requires a safety plan for any program operating on a CROA owned property to provide an environment that is safe as possible for the participants, volunteers and spectators. All recreational equipment should meet standards as required by either their governing body (e.g. USA Swimming) or the governing body whose rule book they follow. Organizations may make their safety restrictions tougher than their governing body, but they should not relax any safety standard. Equipment must be inspected regularly by the Organization's Safety Officer (or other similarly titled member) and/or the manager/head coach of each program to determine the effectiveness of the equipment in providing its intended performance. The safety plans should consist of an EAP for weather conditions as well as concussions. Safety plan from the contractor will be due 15 days prior to the start of each season.
- Organization's defective equipment should be either disposed of by the Organization or refurbished so it meets the effectiveness standard. All equipment provided by groups utilizing the facilities must be removed at the end of the daily facility usage, unless received written approval by CROA. All facilities utilized for practice as well as games/meets should be inspected prior to each use. This will assist in providing safe conditions for all participants. Safety issues should be corrected immediately and prior to use. If the condition cannot be immediately corrected, it should be reported to the Organization Head, who will in turn report these issues over to CROA.
- Parent orientation will be required at the beginning of each season. This includes but does not limit to parent meetings with coaches, attending practices and team social events, ensuring parents sign a parent code of conduct and volunteers to help the program. Parent code of conduct is to be submitted to [townhall@ciramail.com](mailto:townhall@ciramail.com) within 15 prior to the start of each season.

- CROA will require an early registration for Celebration Residents over Non-Residents. A Celebration resident discount rate is to be provided to Celebration residents over a Non-Resident. A monthly participant roster submittal would be required on the 15<sup>th</sup> of each month, detailing the addresses and names of the participants. The participant roster should be at least 50% residents, including the K8 school children and faculty members. *Failure to complying with the submitting roster on time will result in Recreation Committee review.*
- All organizational fees will be required to be submitted to CROA 15 days prior to the start of their season. Organizations should charge reasonable and fair rates to safely conduct their program.
- CROA reserves the right to request all records related to classes/lessons conducted on property at any time. Contractor will provide these records upon request within two (2) business days.
- CROA requires a facility practice/game schedule be submitted sixty days (60) days prior to the start of the season for the contractor to receive priority usage. Failure to submit schedule on time will result in limited facility usage. *CROA reserves the right to approve and/or reject the contractors request, pending on availability and CROA community wide events. CROA reserves the right to deny play at any facility due to weather conditions and/or maintenance projects.*
- Contractor is to abide by the rules and regulations of the concession stand and weather policy included in this agreement.
- Contractor must provide Owner with a copy of contractor's insurance policy certificates which meet the following requirements: \$1,000,000 General Liability Per Occurrence, \$2,000,000 General Aggregate; listing as additional named insured the following entities:
  - Celebration Residential Owners Association
  - Celebration Non-Residential Owners Association
  - Celebration Joint Committee
  - Celebration Community Development District

Policy must name CROA as the Certificate Holder with mailing address 851 Celebration Ave. Celebration, FL 34747

- Contractor agrees to remain in compliance with the Youth Sports and Activities Minimum Standard Requirements, as stated in the Celebration Recreation Program Plan.
- Contractor would be required to participate in at least 4 of the community wide events,

Recreation Committee and/or CROA Board Meetings, and provide some free opportunities for residents and participants to attend the program.

- Contractor will be required to distribute a yearly questionnaire provided by CROA to all the participants on the roster.
- Contractor will be required to attend the Recreation Committee Meeting during their contract renewal/review. Contractor is to provide the committee members with a report summary of their organization.
- Contractor will provide CROA with their annual financial statements or 990 at the end of each year.
- *Failure to complying with the scope of work will result in reviewing a disciplinary action with the Recreation Committee, which may result in cancellation of practice and/or possible termination of agreement.*

#### **GENERAL RESPONSIBILITIES:**

Contractor will be responsible for performing the following services:

1. Communicating to the students the availability of programs as directed by CROA.
2. Communicating to CROA any student concerns or problems which are brought to the Contractor's attention
3. Submitting to CROA accident reports for injuries to student(s) or staff occurring on CROA owned property.
4. Responsible for monitoring participants and ensuring they follow the rules and regulations of the facility. Contractor will be responsible for any damage that occurs on property from participant.

#### **MARKETING PACKAGE:**

1. CROA will provide one article and/or photo inclusion as it relates to the specified program in the Celebration News at editorial staff's discretion.
2. CROA will provide three postings into the Friday Flash for program registrations, special event or general information involving the program.
3. CROA will also add your program information to the Celebration News Recreation Program list and list of Recreational Programs on the Celebration Town Hall website.

#### **CONCESSION STAND POLICY:**

- Concession stand request must be submitted at least 2 weeks prior to start of the event.
- Enter and exit at the designated rental time. Be sure to include time for set-up and clean-up on your request.
- Concession stand needs to benefit the program in some way. Please ensure a detailed

description is included in the concession stand request.

- Only pre-cooked food is permitted. Grilling is prohibited.
- Glass bottles or containers are not permitted.
- If vendor is brought on property, a copy of their certificate of insurance must be provided to management prior to the event. *If there is no insurance on file, the vendor cannot stay on property.*
- If the vendor was not approved by management, the vendor cannot stay on property.
- Vendor must be parked in their proper location that is designated by management upon arrival.
- Vendor cannot park in front of the EMS load in/access to the facility.
- Pets/animals of any kind are not permitted in the concession area at any time.
- All leftover food is required to be removed and trash needs to be taken to the dumpster.
- \$100 deposit is required on file.

*Failure to comply with the rules and regulations of the concession stand will result in losing deposit and discontinuation of future concession stand requests.*

### **WEATHER/LIGHTNING POLICY:**

- When lightening is in the area, everyone must gather all their personal belongings and exit the premises to a safe and dry location/shelter.
- Monitor lightning on your phone, if lightning is more than 10 miles away it is safe to re-enter the facility and resume activities.
- If it is a large storm, the programs can decide if they want to wait out the storm or cancel for the remainder of their reserved time at the facility.
- Contractor is responsible for the safety of the participants.

### **LAKESIDE POOL RULES**

- No Diving
- Dial 911 in case of emergency
- Please shower before entering
- No pets, food, glass or alcohol allowed
- No food or beverages in the pool or on the wet deck
- Do not swallow the pool water
- Management is not responsible for injuries
- Only approved contractors may use the pool for instruction
- Sanitary facilities located near amenity center entrance
- Swim diapers are required if child is not potty trained
- Children ages 15 & under must be accompanied by an adult at all times.
- No profanity, running or horseplay
- Guests must be accompanied by Celebration Resident
- Maximum bathing load 105 persons

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End of Exhibit A

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Exhibit B  
Rate Schedule  
2023 – Swimming

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Contractor will be invoiced for the month's facility usage at the agreed rate of \$809.00 per month for all programs provided at the Owner's facility. Contractor will drop off payment made payable to Celebration Residential Owners Association, Inc., otherwise known as CROA, at Town Hall, 851 Celebration Ave, Celebration, FL 34747 or pay on the Parks and Recreation platform. Payment is due in full on the 15<sup>th</sup> day of the month. Failure to pay within the specified time frame will result in the cancellation of all Contractor programs at Owner's facility.

In the event of unforeseen weather or maintenance that cause a significant negative impact to facility usage by the Contractor, the monthly rate may be adjusted ratably.

Monthly rates will be re-evaluated each year based on review of Contractor's financials and any Consumer Price Index changes.

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End of Exhibit B

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# Action Item C6

## Approval of Advantage Tennis Contract

## Action Item C6

<b>Motion Subject:</b>	Approval of Advantage Tennis Contract
<b>Funding Source:</b>	N/A
<b>Budgeted Amount:</b>	N/A
<b>Bids Received:</b>	N/A
<b>Rationale:</b>	<p>The Parks and Recreation Committee recently issued RFPs for Soccer, Swimming, and Tennis.</p> <p>As part of this RFP, the partner program scope of work and pay rates were adjusted with input from the Parks and Recreation Committee and a Finance Committee Liaison.</p>
<b>Management Recommendation:</b>	Management recommends approval of the Advantage Tennis contract as recommended by the Parks and Recreation Committee.
<b>Motion on Agenda:</b>	Motion to approve the 2023 contract for Advantage Tennis as recommended by the Parks and Recreation Committee.

## SERVICES AGREEMENT

THIS AGREEMENT, is made effective the 1<sup>st</sup> day of January 2023, by and between Celebration Residential Owners Association, Inc. (herein referred to as the “Owner”), whose mailing address is 851 Celebration Avenue, Celebration, Florida 34747, and Advantage Tennis (herein referred to as the “Contractor”), whose mailing address is 1211 Stonecutter Dr. #101, Celebration, Florida 34747, Attention: Darren Holt.

### WITNESSETH

WHEREAS, Owner desires to employ the services of Contractor for a period of three (3) years or as otherwise modified as set forth in this Agreement, to perform the hereinafter described Services, and Contractor desires to be so employed.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

#### 1. DEFINITIONS.

- a. Agreement The Agreement consists of this Services Agreement, the Scope of Services, the Rate Schedule, the form of Changed Service Authorization, the form of General Release, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 6.
- b. Services The term “Services” as used in this Agreement shall be construed to include all Services set for in Exhibit A, all obligations of Contractor under this Agreement and where any Changed Service Authorizations have been issued pursuant to Article 6 of this Agreement, the changed Services set forth therein.

#### 2. SCOPE OF SERVICES.

- a. A description of the nature, scope, and schedule of Services to be performed by Contractor under this Agreement is accordance with the following List of Exhibits:
  - i. Exhibit A, Scope of Services
  - ii. Exhibit B Rate Schedule

3. BASIS FOR COMPENSATION AND PAYMENTS.

- a. Contractor will be invoiced on the 1<sup>st</sup> of each month for the month's facility usage at the agreed monthly rate of \$1,550.00 for all Advantage Tennis programs held at the premises. Contractor will drop off payment made payable to Celebration Residential Owners Association, Inc. otherwise known as CROA at Town Hall, 851 Celebration Ave, Celebration, FL 34747, or make payment on the Parks and Recreation platform. Payment is due, in full, on the 15<sup>th</sup> day of each month. Failure to pay within that period of time will result in the cancellation of any and all use of the facility.
- b. Owner retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2, or in any Changed Service Authorization, in accordance with the provisions of Article 6 of this Agreement.
- c. In the event of unforeseen weather or maintenance that cause a significant negative impact to facility usage by the Contractor, the monthly rate may be adjusted ratably.

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS. Contractor hereby represents to Owner that: (a) it has the experience and skill to perform the Services as set forth in this Agreement; (b) that it shall comply with all applicable federal, state, and local laws, rules, codes, and orders of any public, quasi-public or other government authority; (c) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (d) it has by careful examination satisfied itself as to: (i) the nature, location and character of the general area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (ii) all other matters or things which could in any manner affect the performance of the Services.

5. INSURANCE; INDEMNIFICATION.

- a. Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:
  - i. Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and

- ii. Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.
- b. All such insurance required in Paragraph a. shall be in companies and on forms acceptable to Owner and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Owner. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to the Owner. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.
- c. Contractor shall defend (if requested by Owner) or pay for Owner's defense, indemnify and hold Owner and its officers, directors, agents, employees, managers and assigns harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees, paralegal fees, and court costs) arising directly or indirectly, in whole or in part, from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement; or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

## 6. MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.

- a. A Changed Service Authorization shall be in writing by the Owner, in the form and manner attached to this Agreement as Exhibit C, which shall consist of additions, deletions, or other modifications to the Agreement.
- b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Changed Service Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Changed Service Authorization, the Contractor shall promptly proceed with the Changed Service Authorization, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 3 in this Agreement.

## 7. PROTECTION OF PERSONS AND PROPERTY.

- a. The Contractor shall be responsible for initiating, maintaining, and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services

and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.

- b. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
  - c. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.
8. **BOOKS AND RECORDS.** Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.
9. **ASSIGNMENT.** This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.
10. **SUSPENSION OR TERMINATION.** Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor,

if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to Articles 3 and 6, through the date of termination, plus any Reimbursable Expenses incurred (to the extent these are expressly allowed under Article 3).

11. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

- a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged and agreed that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services and any agreement between the Contractor and Subcontractor show identify Owner as a third-party beneficiary to the agreement.
- b. Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timelines, and the coordination of all Services furnished by the Contractor or its Subcontractors.
- c. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

12. NOTICE.

- a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, telex, e-mail, cable, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: Celebration Residential Owners Association, Inc.  
851 Celebration Avenue  
Celebration, FL 34747

If to Contractor: Advantage Tennis  
1211 Stonecutter Dr. #101  
Celebration, FL 34747  
Attn: Darren Holt

or to such other address as either party may direct by notice given to the other as hereinabove provided.



- b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

### 13. LEGAL PROCEEDINGS.

- a. The Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior or written statements, instructions, agreements, representations, or other communications.
- b. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement or the Services to be performed hereunder, shall be submitted for trial, before the Circuit Court of the Ninth Judicial Circuit in and for Orange/Osceola County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange/Osceola County, Florida, having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto.
- c. In the event that any provision of the Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Agreement shall remain in full force and effect

### 14. MISCELLANEOUS PROVISIONS.

- a. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services

required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

- c. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.
- d. The rights and remedies of Owner provided under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the day and year first above written.

OWNER

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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Exhibit A  
Scope of Services  
2022 – Tennis

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- Facility will be available for contractor on a mutually agreed upon schedule at Lakeside Park, 631 Sycamore Street, Celebration, FL 34747 for 2 tennis courts, with an addition to add a 3<sup>rd</sup> court on Tuesday and Thursday evenings written approval, **on a monthly rate of \$1,550**. Monthly facility fee will be due the 15<sup>th</sup> of each month. Contractor will abide to the rules and regulations of the approved facility. *CROA will complete random/unannounced audits, noncompliance could lead to discontinuation of usage agreement.*
- Contractor is to contact CROA immediately if any equipment is broken and/or damaged.
- Contractor will provide CROA with days and times that they will not need the facility one month in advance.
- Contractor is responsible for all aspect of tennis, including but not limited to a tennis junior program, adult program, private tennis lessons, family tennis events, summer camps and tennis matches. Contractor will be responsible for organizing participant registration, team rosters, establishing practice and meet schedules, furnishing t-shirts and/or uniforms, trophies, participant medals, athletic equipment, and all other materials and services required to successfully administer a tennis program.
- Contractor is responsible for all participants that are attending their tennis lessons, clinics and meets. Contractor will be responsible for any damage that occurs from the participants. CROA will provide contractor with invoice on any damage repairs.
- CROA requires that any recreation program that utilizes CROA facilities conduct a mandatory Level II Criminal Background checks on all persons who manage, coach, volunteer, officiate or otherwise have direct authority at any level before the program begins. *CROA will complete random/unannounced audits of background checks and noncompliance could lead to discontinuation of usage agreement. CROA reserves the right to request a fresh background check, partner program will have 72 hours of notice to come within compliance.*
- CROA will require the registration of coach's background checks, certifications and qualifications (i.e. USTA) be submitted 15 days prior to the start of each season. A certified coach is required on property during practices/matches/events and will be responsible for communication and liability concerns from the entire time the program is on property each day. Contractor will provide a positive atmosphere to the participants.
- All managers, head coaches, assistant coaches, or volunteers who have direct contact with children, shall be required to view an online instructional video or attend a coaching training session approved by the manager or coach of the program. Signed certifications of completion for the instructional video and/or training session shall be submitted to [townhall@ciramail.com](mailto:townhall@ciramail.com) within 15 prior to the start of each season.
- CROA requires a safety plan for any program operating on a CROA owned property to

provide an environment that is safe as possible for the participants, volunteers and spectators. All recreational equipment should meet standards as required by either their governing body (e.g. USTA) or the governing body whose rule book they follow. Organizations may make their safety restrictions tougher than their governing body, but they should not relax any safety standard. Equipment must be inspected regularly by the Organization's Safety Officer (or other similarly titled member) and/or the manager/head coach of each program to determine the effectiveness of the equipment in providing its intended performance. The safety plans should consist of an EAP for weather conditions as well as concussions. Safety plan from the contractor will be due 15 days prior to the start of each season.

- Organization's defective equipment should be either disposed of by the Organization or refurbished so it meets the effectiveness standard. All equipment provided by groups utilizing the facilities must be removed at the end of the daily facility usage, unless received written approval by CROA. All facilities utilized for practice as well as matches/meets should be inspected prior to each use. This will assist in providing safe conditions for all participants. Safety issues should be corrected immediately and prior to use. If the condition cannot be immediately corrected, it should be reported to the Organization Head, who will in turn report these issues over to CROA.
- Parent orientation will be required at the beginning of each season. This includes but does not limit to parent meetings with coaches, attending practices and team social events, ensuring parents sign a parent code of conduct and volunteers to help the program. Parent code of conduct is to be submitted to [townhall@ciramail.com](mailto:townhall@ciramail.com) within 15 prior to the start of each season.
- CROA will require an early registration for Celebration Residents over Non-Residents. A Celebration resident discount rate is to be provided to Celebration residents over a Non-Resident. A monthly participant roster submittal would be required on the 15<sup>th</sup> of each month, detailing the addresses and names of the participants. The participant roster should be at least 50% residents, including the K8 school children and faculty members. *Failure to comply with the submitting roster on time will result in Recreation Committee review.*
- All organizational fees will be required to be submitted to CROA 15 days prior to the start of their season. Organizations should charge reasonable and fair rates to safely conduct their program.
- CROA reserves the right to request all records related to classes/lessons conducted on property at any time. Contractor will provide these records upon request within two (2) business days.
- CROA requires a facility practice/game schedule be submitted thirty days (30) days prior to the start of the season for the contractor to receive priority usage. Failure to submit schedule on time will result in limited facility usage. Any last minute private lessons scheduled, contractor will notify CROA immediately to ensure calendar is up to date.

*CROA reserves the right to approve and/or reject the contractors request, pending on availability and CROA community wide events. CROA reserves the right to deny play at any facility due to weather conditions and/or maintenance projects.*

- Contractor is to abide by the rules and regulations of the concession stand and weather policy included in this agreement.
- Contractor must provide Owner with a copy of contractor's insurance policy certificates which meet the following requirements: \$1,000,000 General Liability Per Occurrence, \$2,000,000 General Aggregate; listing as additional named insured the following entities:
  - Celebration Residential Owners Association
  - Celebration Non-Residential Owners Association
  - Celebration Joint Committee
  - Celebration Community Development District

Policy must name CROA as the Certificate Holder with mailing address 851 Celebration Ave. Celebration, FL 34747

- Contractor agrees to remain in compliance with the Youth Sports and Activities Minimum Standard Requirements, as stated in the Celebration Recreation Program Plan.
- Contractor would be required to participate in at least 4 of the community wide events, Recreation Committee and/or CROA Board Meetings, and provide some free opportunities for residents and participants to attend the program.
- Contractor will be required to distribute a yearly questionnaire provided by CROA to all the participants on the roster.
- Contractor will be required to attend the Recreation Committee Meeting during their contract renewal/review. Contractor is to provide the committee members with a report summary of their organization.
- Contractor will provide CROA with their annual financial statements or 990 at the end of each year.
- *Failure to comply with the scope of work will result in reviewing a disciplinary action with the Recreation Committee, which may result in cancellation of practice and/or possible termination of agreement.*

**GENERAL RESPONSIBILITIES:**

Contractor will be responsible for performing the following services:

1. Communicating to the students the availability of programs as directed by CROA.
2. Communicating to CROA any student concerns or problems which are brought to the Contractor's attention

3. Submitting to CROA accident reports for injuries to student(s) or staff occurring on CROA owned property.
4. Responsible for monitoring participants and ensuring they follow the rules and regulations of the facility. Contractor will be responsible for any damage that occurs on property from participant.

**MARKETING PACKAGE:**

1. CROA will provide one article and/or photo inclusion as it relates to the specified program in the Celebration News at editorial staff's discretion.
2. CROA will provide three postings into the Friday Flash for program registrations, special event or general information involving the program.
3. CROA will also add your program information to the Celebration News Recreation Program list and list of Recreational Programs on the Celebration Town Hall website.

**CONCESSION STAND POLICY:**

- Concession stand request must be submitted at least 2 weeks prior to start of the event.
- Enter and exit at the designated rental time. Be sure to include time for set-up and clean-up on your request.
- Concession stand needs to benefit the program in some way. Please ensure a detailed description is included in the concession stand request.
- Only pre-cooked food is permitted. Grilling is prohibited.
- Glass bottles or containers are not permitted.
- If vendor is brought on property, a copy of their certificate of insurance must be provided to management prior to the event. *If there is no insurance on file, the vendor cannot stay on property.*
- If the vendor was not approved by management, the vendor cannot stay on property.
- Vendor must be parked in their proper location that is designated by management upon arrival.
- Vendor cannot park in front of the EMS load in/access to the facility.
- Pets/animals of any kind are not permitted in the concession area at any time.
- All leftover food is required to be removed and trash needs to be taken to the dumpster.
- \$100 deposit is required on file.

*Failure to comply with the rules and regulations of the concession stand will result in losing deposit and discontinuation of future concession stand requests.*

**WEATHER/LIGHTNING POLICY:**

- When lightening is in the area, everyone must gather all their personal belongings and exit the premises to a safe and dry location/shelter.
- Monitor lightning on your phone, if lightning is more than 10 miles away it is safe to re-enter the facility and resume activities.
- If it is a large storm, the programs can decide if they want to wait out the storm or cancel for the remainder of their reserved time at the facility.
- Contractor is responsible for the safety of the participants.

## **TENNIS COURTS RULES**

- Celebration Residents ID Required
- Access without CROA ID considered Trespass 810.09, F.S.
- Tennis Court Rules
- A Celebration resident must be always present with guests
- Please always have CROA ID readily available
- Association/Management is not responsible for injuries
- Open play is limited to one hour is there is a wait list
- Only approved contractors may conduct private or group tennis lessons
- Children under 12 must always be accompanied by an adult
- Proper attire required and rubber sole shoes only
- No profanity, horseplay or excessive loud noise allowed
- No pets, food, glass containers allowed
- No alcoholic beverage or smoking allowed
- No playing on wet courts
- No skateboarding, rollerblades, skate shoes, or bicycles on courts
- For questions, please contact Town Hall: 407-566-1200
- AED located at the lakeside pool house

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End of Exhibit A

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Exhibit B  
Rate Schedule  
2023 – Tennis

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Contractor will be invoiced at the close of each month for the prior month's facility usage at the agreed rate of \$1,550 per month for all programs provided at the Owner's facility. Contractor will drop off payment made payable to Celebration Residential Owners Association, Inc., otherwise known as CROA, at Town Hall, 851 Celebration Ave, Celebration, FL 34747 or pay on the Parks and Recreation platform. Payment is due in full within 15 days of the invoice date. Failure to pay within the specified time frame will result in the cancellation of all Contractor programs at Owner's facility.

In the event of unforeseen weather or maintenance that cause a significant negative impact to facility usage by the Contractor, the monthly rate may be adjusted ratably.

Monthly rates will be re-evaluated each year based on review of Contractor's financials and any Consumer Price Index changes.

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End of Exhibit B

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# Action Item C7

## Approval of Celebration Soccer Club Contract

## Action Item C7

<b>Motion Subject:</b>	Approval of Celebration Soccer Club Contract
<b>Funding Source:</b>	N/A
<b>Budgeted Amount:</b>	N/A
<b>Bids Received:</b>	N/A
<b>Rationale:</b>	<p>The Parks and Recreation Committee recently issued RFPs for Soccer, Swimming, and Tennis.</p> <p>As part of this RFP, the partner program scope of work and pay rates were adjusted with input from the Parks and Recreation Committee and a Finance Committee Liaison.</p>
<b>Management Recommendation:</b>	Management recommends approval of the Celebration Soccer Club contract as recommended by the Parks and Recreation Committee.
<b>Motion on Agenda:</b>	Motion to approve the 2023 contract for Celebration Soccer Club as recommended by the Parks and Recreation Committee.

## SERVICES AGREEMENT

THIS AGREEMENT, is made effective the 1<sup>st</sup> day of January 2023, by and between Celebration Residential Owners Association, Inc. (herein referred to as the “Owner”), whose mailing address is 851 Celebration Avenue, Celebration, Florida 34747, and Celebration Soccer Club (herein referred to as the “Contractor”), whose mailing address is 603 Campus St., Celebration, Florida 34747, Attention: Marco Meccia.

### WITNESSETH

WHEREAS, Owner desires to employ the services of Contractor for a period of three (3) years or as otherwise modified as set forth in this Agreement, to perform the hereinafter described Services, and Contractor desires to be so employed.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

#### 1. DEFINITIONS.

- a. Agreement The Agreement consists of this Services Agreement, the Scope of Services, the Rate Schedule, the form of Changed Service Authorization, the form of General Release, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 6.
- b. Services The term “Services” as used in this Agreement shall be construed to include all Services set for in Exhibit A, all obligations of Contractor under this Agreement and where any Changed Service Authorizations have been issued pursuant to Article 6 of this Agreement, the changed Services set forth therein.

#### 2. SCOPE OF SERVICES.

- a. A description of the nature, scope, and schedule of Services to be performed by Contractor under this Agreement is accordance with the following List of Exhibits:
  - i. Exhibit A, Scope of Services
  - ii. Exhibit B Rate Schedule

3. BASIS FOR COMPENSATION AND PAYMENTS.

- a. Contractor will be invoiced on the 1<sup>st</sup> of each month for the month's facility usage at the agreed monthly rate of \$5,000.00 for all Celebration Youth Soccer programs held at the premises. Contractor will drop off payment made payable to Celebration Residential Owners Association, Inc. otherwise known as CROA at Town Hall, 851 Celebration Ave, Celebration, FL 34747, or make payment on the Parks and Recreation platform. Payment is due, in full, on the 15<sup>th</sup> day of each month. Failure to pay within that period of time will result in the cancellation of any and all use of the facility.
- b. Owner retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2, or in any Changed Service Authorization, in accordance with the provisions of Article 6 of this Agreement.
- c. In the event of unforeseen weather or maintenance that cause a significant negative impact to facility usage by the Contractor, the monthly rate may be adjusted ratably.

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS. Contractor hereby represents to Owner that: (a) it has the experience and skill to perform the Services as set forth in this Agreement; (b) that it shall comply with all applicable federal, state, and local laws, rules, codes, and orders of any public, quasi-public or other government authority; (c) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (d) it has by careful examination satisfied itself as to: (i) the nature, location and character of the general area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (ii) all other matters or things which could in any manner affect the performance of the Services.

5. INSURANCE; INDEMNIFICATION.

- a. Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:
  - i. Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and

- ii. Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.
- b. All such insurance required in Paragraph a. shall be in companies and on forms acceptable to Owner and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Owner. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to the Owner. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.
- c. Contractor shall defend (if requested by Owner) or pay for Owner's defense, indemnify and hold Owner and its officers, directors, agents, employees, managers and assigns harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees, paralegal fees, and court costs) arising directly or indirectly, in whole or in part, from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement; or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

## 6. MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.

- a. A Changed Service Authorization shall be in writing by the Owner, in the form and manner attached to this Agreement as Exhibit C, which shall consist of additions, deletions, or other modifications to the Agreement.
- b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Changed Service Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Changed Service Authorization, the Contractor shall promptly proceed with the Changed Service Authorization, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 3 in this Agreement.

## 7. PROTECTION OF PERSONS AND PROPERTY.

- a. The Contractor shall be responsible for initiating, maintaining, and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services

and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.

- b. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
  - c. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.
8. **BOOKS AND RECORDS.** Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.
  9. **ASSIGNMENT.** This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.
  10. **SUSPENSION OR TERMINATION.** Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor,

if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to Articles 3 and 6, through the date of termination, plus any Reimbursable Expenses incurred (to the extent these are expressly allowed under Article 3).

11. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

- a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged and agreed that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services and any agreement between the Contractor and Subcontractor show identify Owner as a third-party beneficiary to the agreement.
- b. Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timelines, and the coordination of all Services furnished by the Contractor or its Subcontractors.
- c. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

12. NOTICE.

- a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, telex, e-mail, cable, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: Celebration Residential Owners Association, Inc.  
851 Celebration Avenue  
Celebration, FL 34747

If to Contractor: Celebration Soccer Club  
603 Campus St.  
Celebration, FL 34747  
Attn: Marco Meccia

or to such other address as either party may direct by notice given to the other as hereinabove provided.

- b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

### 13. LEGAL PROCEEDINGS.

- a. The Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior or written statements, instructions, agreements, representations, or other communications.
- b. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement or the Services to be performed hereunder, shall be submitted for trial, before the Circuit Court of the Ninth Judicial Circuit in and for Orange/Osceola County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange/Osceola County, Florida, having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto.
- c. In the event that any provision of the Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Agreement shall remain in full force and effect

### 14. MISCELLANEOUS PROVISIONS.

- a. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services



required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

- c. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.
- d. The rights and remedies of Owner provided under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the day and year first above written.

OWNER

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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Exhibit A  
Scope of Services  
2023 – Soccer

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- Facility will be available for contractor on a mutually agreed upon schedule at the Celebration Community Field Complex, 319 Campus Street, Celebration, FL 34747 for Grass Field 1, Grass Field 2 and the Synthetic Turf, **on a monthly rate of \$5,000.00**. Monthly facility fee will be due the 15<sup>th</sup> of each month. Contractor will abide to the rules and regulations of the approved facility. *CROA will complete random/unannounced audits, noncompliance could lead to discontinuation of usage agreement.*
- Contractor is responsible for all aspect of soccer, including but not limited to recreational youth soccer, soccer clinics, soccer academy, adult soccer league, family soccer events and soccer tournaments. Contractor will be responsible for organizing participant registration, team rosters, establishing practice and game schedules, furnishing t-shirts and/or uniforms, trophies, participant medals, athletic equipment, and all other materials and services required to successfully administer a youth and an adult soccer program.
- Contractor is to contact CROA immediately if any equipment is broken and/or damaged.
- Contractor will provide CROA with days and times that they will not need the facility one month in advance.
- Contractor is responsible for all participants that are attending their recreation soccer league, soccer clinic, soccer private lessons, adult soccer league and soccer games. Contractor will be responsible for any damage that occurs from the participants. CROA will provide contractor with invoice on any damage repairs.
- CROA requires that any recreation program that utilizes CROA facilities conduct a mandatory Level II Criminal Background checks on all persons who manage, coach, volunteer, officiate or otherwise have direct authority at any level before the program begins. *CROA will complete random/unannounced audits of background checks and noncompliance could lead to discontinuation of usage agreement. CROA reserves the right to request a fresh background check, partner program will have 72 hours of notice to come within compliance.*
- CROA will require the registration of coach's background checks, certifications and qualifications (i.e. USA Soccer) be submitted 15 days prior to the start of each season. A certified coach is required on property during practices/games/events and will be responsible for communication and liability concerns from the entire time the program is on property each day. Contractor will provide a positive atmosphere to the participants.
- All managers, head coaches, assistant coaches, or volunteers who have direct contact with children, shall be required to view an online instructional video or attend a coaching training session approved by the manager or coach of the program. Signed certifications of completion for the instructional video and/or training session shall be submitted to [townhall@ciramail.com](mailto:townhall@ciramail.com) within 15 prior to the start of each season.

- CROA requires a safety plan for any program operating on a CROA owned property to provide an environment that is safe as possible for the participants, volunteers and spectators. All recreational equipment should meet standards as required by either their governing body (e.g. USA Soccer) or the governing body whose rule book they follow. Organizations may make their safety restrictions tougher than their governing body, but they should not relax any safety standard. Equipment must be inspected regularly by the Organization’s Safety Officer (or other similarly titled member) and/or the manager/head coach of each program to determine the effectiveness of the equipment in providing its intended performance. The safety plans should consist of an EAP for weather conditions as well as concussions. Safety plan from the contractor will be due 15 days prior to the start of each season.
- Organization’s defective equipment should be either disposed of by the Organization or refurbished so it meets the effectiveness standard. All equipment provided by groups utilizing the facilities must be removed at the end of the daily facility usage, unless received written approval by CROA. All facilities utilized for practice as well as matches/meets should be inspected prior to each use. This will assist in providing safe conditions for all participants. Safety issues should be corrected immediately and prior to use. If the condition cannot be immediately corrected, it should be reported to the Organization Head, who will in turn report these issues over to CROA.
- Parent orientation will be required at the beginning of each season. This includes but does not limit to parent meetings with coaches, attending practices and team social events, ensuring parents sign a parent code of conduct and volunteers to help the program. Parent code of conduct is to be submitted to [townhall@ciramail.com](mailto:townhall@ciramail.com) within 15 prior to the start of each season.
- CROA will require an early registration for Celebration Residents over Non-Residents. A Celebration resident discount rate is to be provided to Celebration residents over a Non-Resident. A monthly participant roster submittal would be required on the 15<sup>th</sup> of each month, detailing the addresses and names of the participants. The participant roster should be at least 50% residents, including the K8 school children and faculty members. *Failure to complying with the submitting roster on time will result in Recreation Committee review.*
- All organizational fees will be required to be submitted to CROA 15 days prior to the start of their season. Organizations should charge reasonable and fair rates to safely conduct their program.
- CROA reserves the right to request all records related to classes/lessons conducted on property at any time. Contractor will provide these records upon request within two (2) business days.

- CROA requires a facility practice/games schedule be submitted thirty days (30) days prior to the start of the season for the contractor to receive priority usage. Failure to submit schedule on time will result in limited facility usage. *CROA reserves the right to approve and/or reject the contractors request, pending on availability and CROA community wide events. CROA reserves the right to deny play at any facility due to weather conditions and/or maintenance projects.*
- Contractor is to abide by the rules and regulations of the concession stand, CCFC, lightning and weather policy included in this agreement.
- Contractor must provide Owner with a copy of contractor's insurance policy certificates which meet the following requirements: \$1,000,000 General Liability Per Occurrence, \$2,000,000 General Aggregate; listing as additional named insured the following entities:
  - Celebration Residential Owners Association
  - Celebration Non-Residential Owners Association
  - Celebration Joint Committee
  - Celebration Community Development District

Policy must name CROA as the Certificate Holder with mailing address 851 Celebration Ave. Celebration, FL 34747

- Contractor agrees to remain in compliance with the Youth Sports and Activities Minimum Standard Requirements, as stated in the Celebration Recreation Program Plan.
- Contractor would be required to participate in at least 4 of the community wide events, Recreation Committee and/or CROA Board Meetings, and provide some free opportunities for residents and participants to attend the program.
- Contractor will be required to distribute a yearly questionnaire provided by CROA to all the participants on the roster.
- Contractor will be required to attend the Recreation Committee Meeting during their contract renewal/review. Contractor is to provide the committee members with a report summary of their organization.
- Contractor will provide CROA with their annual financial statements or 990 at the end of each year.
- *Failure to complying with the scope of work will result in reviewing a disciplinary action with the Recreation Committee, which may result in cancellation of practice and/or*

*possible termination of agreement.*

**GENERAL RESPONSIBILITIES:**

Contractor will be responsible for performing the following services:

1. Communicating to the students the availability of programs as directed by CROA.
2. Communicating to CROA any student concerns or problems which are brought to the Contractor's attention
3. Submitting to CROA accident reports for injuries to student(s) or staff occurring on CROA owned property.
4. Responsible for monitoring participants and ensuring they follow the rules and regulations of the facility. Contractor will be responsible for any damage that occurs on property from participant.

**MARKETING PACKAGE:**

1. CROA will provide one article and/or photo inclusion as it relates to the specified program in the Celebration News at editorial staff's discretion.
2. CROA will provide three postings into the Friday Flash for program registrations, special event or general information involving the program.
3. CROA will also add your program information to the Celebration News Recreation Program list and list of Recreational Programs on the Celebration Town Hall website.

**CONCESSION STAND POLICY:**

- Concession stand request must be submitted at least 2 weeks prior to start of the event.
- Enter and exit at the designated rental time. Be sure to include time for set-up and clean-up on your request.
- Concession stand needs to benefit the program in some way. Please ensure a detailed description is included in the concession stand request.
- Only pre-cooked food is permitted. Grilling is prohibited.
- Glass bottles or containers are not permitted.
- If vendor is brought on property, a copy of their certificate of insurance must be provided to management prior to the event. *If there is no insurance on file, the vendor cannot stay on property.*
- If the vendor was not approved by management, the vendor cannot stay on property.
- Vendor must be parked in their proper location that is designated by management upon arrival.
- Vendor cannot park in front of the EMS load in/access to the facility.
- Pets/animals of any kind are not permitted in the concession area at any time.
- All leftover food is required to be removed and trash needs to be taken to the dumpster.
- \$100 deposit is required on file.

*Failure to comply with the rules and regulations of the concession stand will result in losing deposit and discontinuation of future concession stand requests.*

### **WEATHER/LIGHTNING POLICY:**

- When lightening is in the area, our system Thor Guard will let out a 15 second long blast.
- Everyone must gather all their personal belongings and exit the premises of the fields to a safe and dry location/shelter.
- If there are 2 short blasts, everyone may return to the field.
- If it is a large storm, the programs can decide if they want to wait out the storm or cancel for the remainder of the evening. Program will be required to notify management
- Contractor is responsible for the safety of the participants.

### **CCFC**

- Fields may be closed at any time for safety concerns or maintenance.
- The pedestrian walkway must be kept clear for emergency and maintenance vehicles.
- Do not place items on the pedestrian walkway at any time.
- Unauthorized access or use of the complex will be considered trespassing.
- Soliciting or loitering is prohibited.
- Organizations are responsible for the conduct of participants, teams and coaches.
- Inappropriate conduct, harassment or offensive language are prohibited and subject to removal. Intoxicants, smoking, vaping, and use of tobacco in any form are prohibited.
- Pets, glass containers and glass bottles are prohibited.
- Fires, Firearms, fireworks, and pyrotechnics are prohibited.
- Grills and Drones are prohibited.
- Field lights are mandatory during prime-time use.
- Field use is restricted to approved time as defined in applicant's contract.
- No additional lines or marks are to be added to the fields without prior approval.
- CCFC Equipment should not be moved, dragged, or removed without approval.
- Organizations are not permitted to add additional goals or equipment without prior approval. Spectators must remain on the designated sidelines.
- Sub-letting a field or a portion of a field is prohibited and subject to cancellation of the contract. Organizations are responsible for keeping the fields free of trash and debris.
- Metal cleats are not permitted within the complex.
- No food, drinks, seeds, nuts, gum, or sunscreen are permitted on the synthetic turf field.
- Spiked objects, poles, tents, tables, chairs, etc. are not permitted on synthetic turf field.
- Access without CROA ID considered Trespass 810.09, F.S.

### **PARKING POLICY:**

- The speed limit is 15 mph and strictly enforced along the roadway.
- Parking is permitted in designated areas only.

- Parking at the CCDD office, Library or Dog Park is not permitted and subject to towing at the owner's expense.
- Parking on the pedestrian walkway behind the fields is not permitted.
- No cars or motor vehicles are permitted on the fields at any time.
- Vehicle parking is limited. Large groups must make prior arrangements with the Parks & Recreation Department.
- If buses, trucks or trailers will be entering the complex, please request designated parking prior to the event.
- Parking diagram is available and will be sent to program/renter utilizing the CCFC.

**Field Condition Procedure:**

- Management will be checking the grass fields each day to ensure the fields are playable. If it is not playable, we will notify partner programs.
- The evening park monitor will walk the field again when they arrive at the CCFC.
- If there are some areas playable, the park monitor will cone off the areas that are not to be used.
- If the field is completely soaked/damaged and is not playable, the park monitor will contact management so we can inform the partner program that the particular field has been cancelled for the evening.
- All park monitors will be trained as to what is playable versus non-playable grass.
- Management reserves the right to make the final call on closing fields due to weather or damage.

**Nightly Light System Procedure:**

- Management utilizes a light system called Musco Lighting.
- Lights will be set due to the appropriate schedule.
- Any field changes known ahead of time, please submit prior to 5:30pm.
- If weather or non-usable field occurs after 5:30pm, please contact the Parks and Recreation Manager

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End of Exhibit A

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Exhibit B  
Rate Schedule  
2023 – Soccer

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Contractor will be invoiced for the month's facility usage at the agreed rate of \$5,000.00 per month for all programs provided at the Owner's facility. Contractor will drop off payment made payable to Celebration Residential Owners Association, Inc., otherwise known as CROA, at Town Hall, 851 Celebration Ave, Celebration, FL 34747 or pay on the Parks and Recreation platform. Payment is due in full on the 15<sup>th</sup> day of the month. Failure to pay within the specified time frame will result in the cancellation of all Contractor programs at Owner's facility.

In the event of unforeseen weather or maintenance that cause a significant negative impact to facility usage by the Contractor, the monthly rate may be adjusted ratably.

Monthly rates will be re-evaluated each year based on review of Contractor's financials and any Consumer Price Index changes.

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End of Exhibit B

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# Action Item C8

## Island Village Townhome Buildings 5,17,18,20,21, and 22

## Action Item C8

<b>Motion Subject:</b>	Island Village Townhome Buildings 5,17,18,20,21,22
<b>Funding Source:</b>	N/A
<b>Budgeted Amount:</b>	N/A
<b>Bids Received:</b>	N/A
<b>Rationale:</b>	Per inspection by management and Karins Engineering Buildings 5,17,18,20,21 and 22 are ready for takeover by CROA.
<b>Management Recommendation:</b>	Management recommends accepting Island Village Townhome Buildings 5,17,18,20,21, and 22
<b>Motion on Agenda:</b>	Motion to accept turnover of Island Village Townhome Buildings 5, 17, 18,20,21 and 22

# Action Item C9

## Approval of Condo Council General Resolution

## Action Item C9

<b>Motion Subject:</b>	Approval of Condo Council Resolution
<b>Funding Source:</b>	
<b>Budgeted Amount:</b>	
<b>Bids Received:</b>	
<b>Rationale:</b>	CROA Board of Directors desires to encourage the participation of members of condominium associations along with CROA for the purpose of enhancing the sense of community for all condominium residents. This Condo Council Resolution establishes overall objectives, goals, guidelines, and composition for the Council.
<b>Management Recommendation:</b>	Management recommends the approval of the Condo Council Resolution as it establishes the needs of the council.
<b>Motion on Agenda:</b>	Motion to approve the Condominium Council General Resolution

**Celebration Residential Owners Association, Inc.**  
**General Resolution – Condominium Council**  
**2022**

**WHEREAS**, the members of residential condominium associations in Celebration represent 1, 849 of 4,321 (42.8%) of the total residential units of the Celebration Residential Owners Association, Inc. (CROA); and

**WHEREAS**, the CROA Board of Directors desires to encourage the participation of members of condominium associations along with CROA for the purpose of enhancing the sense of community for all condominium residents; and

**WHEREAS**, the CROA Board of Directors has determined that a Condominium Council consisting of condominium Board Members and/or their Managing Agents will assist in achieving this goal; and

**WHEREAS**, the purpose of the Condo Council shall include facilitating better communication between the condominiums and CROA without interfering with the day to day operations of the condominium associations;

**NOW, THEREFORE, BE IT RESOLVED** that a Condominium Council be created by the individual condominiums within Celebration. This Council is hereby sanctioned by CROA and will remain in effect until modified by the Condominium Council or the Board of Directors of CROA.

**A. General Condominium Council Guidelines**

1. Communicate with the CROA Board.
2. Provide meeting minutes on at least a quarterly basis as a means to communicate with the individual condominium association members and/or their management companies.
3. Maintain open lines of communications with the CROA Board as to Condominium Council direction and needs.
4. Solicit participation among the individual condominium associations' Board of Directors and/or their managing agents.
5. Arrange for a member of the committee or the designated CROA Board liaison to give a verbal report for the benefit of the CROA Board and CROA residents at least quarterly.

**B. Condominium Council Goals and Objectives**

1. Provide relevant continuing education for Board of Directors of the condominium associations and/or their managing agents.

2. Develop a communications network for condominium associations’ Board of Directors and/or their managing agents to exchange ideas to enhance the level of service and the sense of community among condominium residents.
3. Facilitate a more formal relationship between CROA and the condominium sub-associations in order to share ideas and concerns.

**C. Composition**

1. Members: Ideally, at least one member selected from each individual condominium associations Board of Directors (currently 11) but more than 7 members in total.
2. Staff Liaison: Community Manager
3. Board Liaison: TBD
4. Council Chair: Appointed by the members of the Condominium Council.

**ADOPTION**

This resolution was adopted by the CROA Board of Directors at a meeting held on the \_\_\_\_\_  
Of \_\_\_\_\_, 2022 and accepted by the Condominium Association as of the date shown  
below.

**Celebration Residential Owners Association, Inc.**

By: \_\_\_\_\_  
Cynthia J. Swisher, President

By: \_\_\_\_\_  
Celia McFadden, Secretary

**Condominium Council**

By: \_\_\_\_\_

Date: \_\_\_\_\_

# Action Item C10

## Approval of Yellowstone Settlement

## Action Item C10

<b>Motion Subject:</b>	Approval of Yellowstone Settlement
<b>Funding Source:</b>	CROA Operating Fund
<b>Budgeted Amount:</b>	0.00
<b>Bids Received:</b>	
<b>Rationale:</b>	<p>In the beginning of 2022, concerns arose regarding the quality of work performed by Yellowstone in the CROA Parks. As such, the CROA Board terminated its contract with Yellowstone and engaged in new Landscaping Contracts with Exquisite Lawn Care and NuLeaf. As part of the termination, CROA held back payment of invoices for those services that were in dispute.</p> <p>Management has been working with CROA Legal Counsel to come to a resolution with Yellowstone in regard to the disputed invoices.</p>
<b>Management Recommendation:</b>	Management and CROA Legal Counsel recommend accepting the Yellowstone settlement offer of \$95,000.00 and a mutual release which is within the settlement window authorized by the Board.
<b>Motion on Agenda:</b>	Motion to approve the Yellowstone settlement offer in the amount of \$95,000 – CROA Operating Fund



## SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE (“Settlement Agreement”) is made and entered into the \_\_\_\_ day of December 2022, by and between (a) YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC, d/b/a Yellowstone Landscape (“Yellowstone”) and (b) CELEBRATION RESIDENTIAL OWNERS ASSOCIATION, INC. (“CROA”) (Yellowstone and CROA referred to herein as “Party(ies)”).

WHEREAS, Yellowstone and CROA entered into that certain Services Agreement, dated December 18, 2017 (“Agreement”) which was terminated by CROA effective on May 13, 2022;

WHEREAS, the Parties had disagreements regarding the services rendered or not rendered and payments made or not made under the Agreement;

WHEREAS, the Parties have decided that it is in their best interest to settle any and all claims and disputes between them by entering into this Settlement Agreement.

NOW, THEREFORE, in consideration of the terms set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

1. **Purpose and Scope of Settlement Agreement.** The purpose of this Settlement Agreement is to resolve, as between Yellowstone and CROA, all disputes between them, which are, both known and unknown, on the terms and conditions set forth herein. The Recitals above are incorporated into this Settlement Agreement as if restated in their entirety.

2. **Mutual Waiver and General Release.** In consideration of the covenants set forth herein, Yellowstone and CROA hereby mutually and expressly waive, remise, release, acquit, satisfy and forever discharge the other, and their respective owners, officers, directors, agents, employees, representatives, parents, subsidiaries, affiliates, successors and assigns (if any) (each a “Releasee”) from any and all claims, demands, accounts, bills, proceedings, actions, causes of action, orders, obligations, covenants, promises, contracts, agreements, duties, debts and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity, which either Yellowstone or CROA or any of their respective Releasees now has, have, ever had or may hereafter have against the other Party and their respective Releasees arising contemporaneously with or prior to the date hereof or on account of or arising out of any matter, occurring contemporaneously with, or prior to the date hereof, whether known or unknown, accrued or unaccrued. Notwithstanding the foregoing, nothing herein shall be construed as releasing or waiving any claims arising from any breach or default of this Settlement Agreement. **YELLOWSTONE AND CROA ACKNOWLEDGE AND AGREE THAT THIS RELEASE IS A FULL AND FINAL BAR TO ANY AND ALL RELEASED CLAIMS OF ANY TYPE THAT THEY MAY NOW HAVE OR THAT MAY HEREAFTER ARISE AGAINST THE OTHER PARTY FOR ACTS OR OMISSIONS OCCURRING FROM THE BEGINNING OF THE WORLD THROUGH THE DATE OF THIS RELEASE.**

3. **Settlement Payment.** In consideration of the covenants set forth herein and by the next business day after the last Party to sign this Settlement Agreement, CROA will deliver payment by wire transfer to the account provided in Exhibit A, the amount of Ninety-Five Thousand Dollars (\$95,000)(“Settlement Payment”).

4. **Claims; Representations.** The Parties hereto hereby irrevocably covenant to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any proceeding of any kind against any Releasee, based upon any matter which is released or waived in Section 2 above.

5. **Adequate Consideration.** The Parties hereto agree that the consideration rendered to them as set forth herein constitutes full and adequate consideration for the rights and claims it is waiving under this Settlement Agreement and for the obligations imposed upon it by virtue of this Settlement Agreement. The Parties hereto further agree that such consideration shall be in lieu of any other benefits to which they may be entitled or may claim to be entitled, inclusive of costs and attorneys' fees.

6. **Confidentiality.** All Parties agree that the terms and conditions of this Settlement Agreement shall remain confidential, and that they shall not disclose them to any other person, except that disclosure of the terms and conditions of this Settlement Agreement shall be allowed to the parties' attorneys, accountants, auditors, agents, brokers, owners, board of directors, officers, employees, sureties, insurers, reinsurers, regulators, governmental agencies, tax preparers, and financial advisors. Each of the Parties may disclose the terms and conditions of this Settlement Agreement insofar as such disclosure may be necessary to enforce its terms, obligations or conditions or as otherwise required by law. Nothing in this Settlement Agreement shall prohibit a Party from disclosing the terms and conditions of this Settlement Agreement pursuant to the requirement of a subpoena, court order, discovery request, regulatory or governmental agency inquiry, or operation of law. In the event a Party may be required by subpoena to disclose the terms and conditions of this Settlement Agreement, each Party agrees to use reasonable efforts to notify the other of such request immediately, and prior to providing such disclosure. Notwithstanding any of the foregoing, the Parties agree that each of them may state that the Parties agreed to an out-of-court settlement.

7. **Neutrality.** All Parties shall be presumed to have drafted this Settlement Agreement. Any ambiguity will not be construed against the drafter.

8. **Joint Representations.** The Parties warrant and represent that:

(a) the Parties have been fully informed and have full knowledge of the terms, conditions, and effects of this Settlement Agreement, and have read this Settlement Agreement and are executing it under advice of counsel;

(b) the Parties have fully investigated, to each Party's full satisfaction, all of the facts surrounding the various claims, controversies, and disputes and are fully satisfied with the terms and effects of this Settlement Agreement;

(c) upon execution of this Settlement Agreement, this Settlement Agreement will be a valid and binding obligation of each of the Parties, and the execution of this Settlement Agreement by the persons below has been duly and validly approved by all parties required to bind such Parties; and

(d) the Parties have executed and agreed to this Settlement Agreement and made or accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact and fully assume the risk that the facts or law may be other than they believe.

9. **No Admission of Liability.** The Parties agree and acknowledge that they make or accept the Settlement Payment and the deliverables above as a full and complete compromise of all matters involving disputed issues and that neither payment of any sum by any Party nor the negotiations for this

settlement (including all statements, admissions or communications) by either Party or their attorneys or representatives shall be considered admissions by any of said parties, and that no past or present wrongdoing or liability on the part of any party shall be implied by such payment or negotiations.

10. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, which shall together constitute but one and the same instrument. To make proof of this Settlement Agreement it shall only be necessary to produce any one such counterpart.

11. **Total Agreement; Amendment.** This Settlement Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and may not be changed orally.

12. **Costs and Expenses.** Each Party will be solely responsible for, and bear, all of its own respective expenses, including, without limitation, expenses of legal counsel, accountants or other advisors, incurred at any time in connection with the dispute between the Parties and this Settlement Agreement.

*IN WITNESS WHEREOF*, Yellowstone and CROA have executed this Settlement Agreement on the date first written above.

OWNER  
CELEBRATION RESIDENTIAL OWNERS  
ASSOCIATION, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President  
Date: December \_\_, 2022

CONTRACTOR  
YELLOWSTONE LANDSCAPE -SOUTHEAST, LLC,  
d/b/a Yellowstone Landscape

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: December \_\_, 2022

EXHIBIT A  
WIRE INSTRUCTIONS

[see attached]

# Action Item C11

## Fee Waiver Requests