

LANDSCAPE SERVICE CONTRACT

THIS AGREEMENT (the "Agreement") is made and entered into this 29th day of OCTOBER, 2014 (the "Effective Date"), by LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC., a Florida not-for-profit corporation (hereinafter referred to as "Association"), whose principal place of business is: 1141 NW 85th Avenue, Plantation, FL 33322, and GLIG GROUNDWORKS, LLC, a Florida limited liability company (hereinafter referred to as "Contractor"), whose principal address is: 160 W. Camino Real #124, Boca Raton, FL 33432.

WHEREAS, the Association owns real property (the "Common Areas"), located in the residential real estate community in the City of Plantation, Broward County, Florida, commonly known as "Lauderdale West"; and

WHEREAS, the Contractor is engaged in the business of providing monthly landscape services, fertilization services, and irrigation services, and other services as described in this Agreement and any exhibit attached hereto (collectively, the "Agreement"); and,

WHEREAS, the Association desires that Contractor provide such services to the Common Areas of the Association upon terms and conditions as hereinafter stated; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. SCOPE OF WORK. The Parties hereby agree that the Contractor shall, as an independent contractor, provide the services to all of the Common Areas owned or controlled by the Association, and such other areas as described in this Agreement or as may be agreed by the parties, in accordance with the specifications as set forth in the Landscape Maintenance Contract, attached hereto as **Exhibit "A"**, and incorporated herein by this reference. The Contractor shall use its best efforts to perform all such services required hereunder and in connection with the day to day lawn maintenance, fertilization, and irrigation services for the Common Areas owned or controlled by the Association and such other areas as described in this Agreement. The Contractor agrees to provide and perform the services as required of it in a prudent manner and professional manner, shall diligently and faithfully provide such services in accordance with industry standards and the reasonable and acceptable standards as determined by the Association, and in compliance with such other reasonable directions made by the Association, from time to time.

The parties further agree:

1.1 Contractor shall provide and pay for such personnel, tools, vehicles, equipment, fuel, and supplies as may be reasonably necessary to perform the services in a satisfactory manner, including, but not limited to, all mowing, trimming, weeding, and other particulars as set forth herein.

1.2 The services are to be provided by the Contractor between the hours of 8:00 A.M. and 6:00 P.M., Monday- Saturday. No services or other work shall be permitted on Sundays, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

1.3 Notwithstanding anything in this Agreement to the contrary, the parties hereto further agree that all permits to be obtained, if necessary and/or applicable, the permit fees, and inspection fees shall be payable by the Association and the responsibility of the Association, and any and all other costs and/or expenses for the implementation and/or performance of the Services shall be payable by Contractor and the responsibility of the Contractor.

1.4 The parties acknowledge that the monthly service fee includes a scheduled number of hours to be provided by the Contractor's service personnel. Due to monthly work schedules, some months may have available hours which can be utilized for other services as determined between the Contractor and the Association. Contractor agrees to provide Association an accounting of these available hours upon request.

1.5 The Contractor agrees that during the Term hereof, there shall be no additional charges for irrigation repairs for any irrigation lines and/or sprinkler head repairs, except that after the first year of the warranty period as set forth in the Irrigation Installation Contract of even date, Contractor shall be permitted to charge the Association for sprinkler heads at actual cost plus 10% profit, provided, however, that any sprinkler heads that are damaged as a result of providing landscape services shall be replaced at no charge to the Association.

1.6 The Contractor provides that the monthly irrigation services will include a full wet-test of the irrigation system.

1.7 The Contractor shall, at no additional charge, provide a complete written site assessment report within three (3) months of the commencement of the Term and every three (3) months thereafter.

2. TERM/COST TO THE ASSOCIATION. The term of this Agreement shall commence on December 1, 2014, and shall expire on November 30, 2019 (the "Term"), unless sooner terminated in accordance with the terms of this Agreement or the Landscape Maintenance Contract. Such Term may be extended or renewed for any further period or periods only upon such terms and conditions as may be mutually agreed upon in writing by Association and Contractor. Notwithstanding anything to the contrary, this Agreement shall not automatically renew without the express written agreement among the parties.

The Association agrees to pay the Contractor a monthly sum for the services as more fully described on **Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter collectively referred to as the "Monthly Sum"). The Monthly Sum and other pricing of Contractor shall remain fixed during the Term of this Agreement. The Monthly Sum shall not be subject to any adjustments or offsets, except as hereinafter set forth. The work and Monthly Sum shall include all transportation, equipment, installation, storage, supplies, labor and materials, sales and use taxes, and all applicable licensing and permits of whatever nature, which shall be paid by the Contractor. Association is not required to pay any amounts in addition to those amounts set forth

on Exhibit "A" unless expressly agreed to in this Agreement or the Landscape Maintenance Agreement unless agreed to in writing by the Association. The monthly sum for the first month shall be reduced by \$4,000.00.

The parties further agree:

2.1 The Contractor agrees to offer additional turf cut and edging service pursuant to Section 4 of Exhibit "A" at price of \$6,000.00 per turf cut and edging service.

2.2 The Contractor agrees to offer additional pruning pursuant to Section 5.1 of Exhibit "A" at price of \$ ~~_____~~ per pruning service.

2.3 The Contractor agrees to offer additional weed control service pursuant to Section 5.2 of Exhibit "A" at price of \$10,250.00 per weed control service.

~~2.4 The parties agree that the maximum amount of billing for irrigation repairs pursuant to Section 8 of Exhibit "A" shall never exceed \$ _____ per month without the advance written approval of the Association.~~

2.5 Any additional services subject to hourly rates or additional pricing, including Hurricane or Natural Disaster Clean-Up shall be at the option of the Association, and the Association is not prevented from using other service providers for such additional services. Furthermore, the Association shall have the right to use any unused hours or re-direct available hours of services to natural disaster clean up at no cost to the Association. By way of example, the Association shall have the right to forego a turf cut and edging service and apply the hours needed for that service to Natural Disaster Clean-Up.

2.6 In the event that the Association wishes to abate a portion of the services because a portion of such services are not needed for a period of time, than the parties agree to value such service and allow the Association to substitute other services for the value of the abated services. By way of example if the Association during the winter can reduce the cutting by one cut, then the value of the one cutting can be applied to some other agreed service.

3. TERMS OF PAYMENT. The Monthly Sum shall be paid to the Contractor in accordance with the terms of Exhibit "A". Payment shall be paid by the 15th day of each month during the Term hereof.

4. ADDITIONAL TERMS

4.1 The scope of work includes all transportation, storage, equipment, supplies, fuel, labor, and materials.

~~AA~~* Included in # 2.1.
(97)

4.2 Contractor shall give all notices and comply with all existing local ordinances, requirements of City and County building codes and Federal and State authorities that are applicable to the services, local sanitary laws, rules and regulations by governing public authorities, regardless of whether such ordinances, requirements, laws, rules and regulations are set forth in this Agreement, without any extra charge for any additional materials and labor that may be required to comply with such ordinances, requirements, laws, rules and regulations.

4.3 Contractor will pay all social security and all other taxes imposed upon Contractor as an employer in connection with the performance of this Agreement, and will furnish evidence, when required by the Association, showing that all such payments required to be made have been paid.

4.4 Contractor shall pay all applicable health and welfare charges, local, state and federal taxes, including sales and use taxes, and union fees in connection the services.

4.5 There shall be no sub-contractor(s) employed by Contractor to perform the services under this Agreement for the Association, without written permission of the Association.

4.6 The Contractor shall not commence work before 8:00 A.M. on any day, except for emergency service.

4.7 The Contractor represents and warrants that the Contractor owns and holds all of the necessary licenses to carry out the Contractor's business.

4.8 The Contractor represents and warrants that there are no federal, state or local or other taxes owed which could constitute or give rise to any lien upon any goods which may be transferred in connection with this transaction, or impose any liability upon the Association for any matter whatsoever.

4.9 The Contractor represents and warrants that there are no judgments, liens, actions or proceedings pending against the Contractor in any court or before any administrative agency which it has not expressly disclosed to the Association herein.

4.10 The Contractor represents and warrants that no parties to this Agreement, including any members or representatives of the Association, have or will receive any compensation or other remuneration with respect to this Agreement or the Services required hereunder.

4.11 The Contractor represents and warrants that at no time during the performance of the services will Contractor respond to, take direction or instruction, or consult with any person, whether a member of Association or otherwise, with regard to Contractor's performance of the services, except: (i) the President or Vice-President of the Association, or (ii) as otherwise specified in writing by the Board of Directors.

4.12 The Contractor shall be responsible for the security and welfare of its materials, tools and work while on Association's property.

4.13. The Contractor will give the Association all discounts, rebates or

commissions provided by any supplier or service contractor to Contractor or the Association for any services, supplies or materials purchased in connection with this Contract and Addendum.

4.14 The Association may withhold all or part of any payment for any one or more of the following reasons: (i) defective work which is not remedied; (ii) third party claims filed or reasonable evidence indicating probably filing of such claims; (iii) failure of the Contractor to make payments promptly to subcontractors or for labor, material or equipment; (iv) reasonable evidence that work cannot be completed for the unpaid balance of the Contract sum; (v) damage to the Association's real or personal property caused by the Contractor; (vi) reasonable evidence that the work will not be completed within the Contract time, as applicable; and (vii) persistent failure by the Contractor to carry out the work in accordance with the Contract.

5. SUPERVISION

5.1 Contractor shall supervise and direct the performance of the services, using its best skill and attention and it shall be solely responsible for all methods, techniques, sequences and procedures for coordinating all portions of the services under this Agreement. Contractor shall, at all times, enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned to him.

5.2 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the services. It shall take all reasonable protection to prevent damage, injury or loss to: (1) all employees on the job and other persons who may be affected thereby; (2) all work and all materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto. It shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority, including but not limited to O.S.H.A., bearing on the safety of persons and property and their protection from damage, injury or loss.

5.3 Further, it is the sole responsibility of Contractor to secure, safeguard and protect his material and/or equipment from damage or theft. The Association shall have no responsibility for any equipment Contractor leaves on the Association's property.

5.4 Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by Contractor or anyone directly or indirectly employed by Contractor, or by anyone for whose acts any of them may be liable. In the event of any work which will be performed below grade, it is the Contractor's responsibility to contact No-Cuts at 811 811 or 1-800-432-4770. Contractor shall be responsible for any omissions of its employees including with regard to any person's property. Contractor shall be strictly liable and responsible for all damage caused to underground utility lines by providing additional work beyond the services herein, i.e. installation of trees, or major irrigation work outside the scope of the services which may be authorized by separate agreement unless the underground lines have not been installed according to Federal, State and local codes, in which case the Contractor shall not be responsible for remedying damage to underground lines. Contractor will use the appropriate equipment, including mulching mowers to minimize any possible damage to the Association's property.

5.5 The Contractor shall maintain a current list, including address, of each employee who is on the job site. The Contractor shall notify the Association's office as to any

changes of any employee status.

6. INDEMNIFICATION/HOLD HARMLESS. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Association, sub-contractor, materialmen, suppliers, and its members, officers, directors, agents, and employees from and against all claims, damages, losses and expense, including but not limited to attorneys' fees arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and; (2) is caused in whole or in part by any negligent act or omission of the Contractor or anyone directly or indirectly employed by the Contractor. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. In any or all claims against the Association or any of its members, officers, directors, or employees by any employee of the Contractor or sub-contractor, if permitted, or anyone, directly or indirectly employed by Contractor acts they may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Contractor under Worker's or Workman's Compensation acts, disability benefit acts or other employee benefit acts. The Parties hereto specifically acknowledge and agree pursuant to Fl. Statute Section 725.06(2) that a portion of the consideration given by Association to Contractor pursuant to the terms of this Agreement in the specific amount of \$100.00 and other valuable consideration, all of which is acknowledged and included in the initial payment of the Monthly Sum, and is the specific consideration paid for indemnification provided herein. The Contractor further acknowledges that it shall be permitted to store equipment on the Association property during the Term of the Agreement subject to the consent of the Association and further agrees to indemnify the Association in accordance with the provisions herein.

7. INSURANCE. The Contractor agrees to furnish Workman's Compensation in accordance with statutory limits, and liability insurance with limits of at least ONE MILLION (\$1,000,000.00) DOLLARS, for each occurrence and TWO MILLION (\$2,000,000.00) DOLLARS in the aggregate and property damage insurance of at least ONE MILLION (\$1,000,000.00) DOLLARS. Further, Contractor agrees to maintain insurance on all vehicles used on the job site, with limits of at least FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS for each occurrence. The Contractor agrees to name the Association as additional insured, and cause Contractor's insurance company to recognize the same. The Contractor agrees to supply the Association with evidence of, and keep set insurance policies in full force and effect during the entire course of work to be performed. It is understood that if any insurance cancellation notice is received by the Contractor, it will immediately notify the Association, and Contractor agrees to replace said policies promptly. Contractor agrees that it shall perform no work under this Agreement during such time as said insurance policies are not in full force and effect. A copy of the Contractor's Certificate of Insurance is attached hereto as **Exhibit "B"**.

8. CLEAN-UP. Contractor shall cause no waste to the Common Areas of the Association and adjoining property in the performance of this Agreement, and at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of each day's work, it shall remove all its waste materials and rubbish from and about the complex, as well as its tools, equipment, machinery and surplus materials and return all affected areas of this property to a broom clean condition. If, after three (3) days notice by

Association's representative to Contractor's representative, Contractor has not diligently proceeded with the clean-up as outlined in this Paragraph, then Association has the right to proceed with the clean-up work at Contractor's cost and expense. Free, clear, and unobstructed egress and ingress with respect to units shall be maintained by Contractor.

9. LIENS. The Contractor will save and keep the Common Areas of the Association referred to in this Agreement or the land upon which it is situated free from all mechanics' liens and all other liens by reason of the services or any materials for other things used by Contractor therein. If the Contractor fails to remove such lien(s) by bonding it or otherwise, or if Contractor files a lien against the buildings referred to in this Agreement or the land upon which they are situated prior to the time when the amount paid is payable to Contractor by Association under the terms of this Agreement, Association may retain sufficient funds out of any money due or thereafter to become due by Association to Contractor to pay the same and to pay all costs incurred by reason thereof, including reasonable attorneys' fees and the cost of any lien bonds that the Association may elect to obtain, and Association may deduct said lien and costs out of any funds which are or which become due to the Contractor and that are at any time in the possession of Association.

10. ASSIGNMENT AND SUBCONTRACTOR. The Contractor shall not assign or transfer this Agreement or any part thereof, or any interest therein, without the written consent of the Association. The Contractor shall not hire or use any sub-contractor without the written consent of the Association.

11. ATTORNEYS FEES. In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Such attorneys' fees shall also include all fees and costs incurred by the Parties to determine the entitlement of a Party to indemnification.

12. ASSOCIATION'S RIGHT TO CARRY OUT THE WORK/DEFAULT. If the Contractor defaults or neglects to carry out the services in accordance with this Agreement and fails within a three (3) day period after receipt of written notice from the Association to commence and continue correction of such default or neglect with diligence and promptness, the Association may after such three (3) day period, without prejudice to other remedies the Association may have: (i) correct such deficiency and the Contractor shall thereafter be liable to the Association for the cost (including all professional fees) of correcting such deficiencies, or (ii) declare this Agreement in default and terminate this Agreement per Paragraph 13, wherein the Association retains all rights in law or equity to enforce the terms of this Agreement. If payments then or thereafter due the Contractor are not sufficient to cover such amounts payable by the Association to correct such deficiencies of Contractor, the Contractor shall pay the difference to the Association within five (5) days from receipt of written notice from the Association. It is agreed that if the Contractor is not

paid within the time periods specified in this Agreement, then so long as the Contractor is not in default, the Contractor may, without prejudice to any other remedy, stop work until payments of all amounts owed pursuant to the terms of the Agreement have been paid in full.

13. DEFAULT. The parties hereto agree that in the event the other party hereto is in default of any terms, conditions or covenants of this Agreement, then the other party hereto shall have a right to declare this Agreement in default and thus reserves all rights in equity or law to enforce the terms of this Agreement, including, but not limited to, the right to maintain a legal action against the defaulting party for any damages, whatsoever, resulting in the default of the defaulting party, including the reimbursement of any reasonable attorneys fees and court costs associated with the enforcement thereof to the prevailing party.

14. MISCELLANEOUS PROVISIONS.

14.1. Notices. Any and all notices, offers, acceptances and communications relating to this Agreement shall be given in writing by personal delivery, registered mail, certified mail or other form of delivery for which proof of delivery is available.

14.2. Entire Agreement. This Agreement, together with the Exhibits attached hereto executed in connection with the consummation of the transactions contemplated by the Agreement contain the entire agreement among the Parties with respect to the sale of the Shares and supersede all prior agreements, written or oral, with respect thereto.

14.3. Waivers and Amendments; Non-Contractual Remedies. This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the Corporation and the Seller or, in the case of a waiver, by the party waiving compliance. No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

14.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to any conflict of laws provisions thereof that might indicate the applicability of the laws of any other jurisdiction. The venue for all matters shall be in Broward County, Florida.

14.5. Binding Effect, Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and legal representatives, heirs and assigns.

14.6. Usage. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Unless otherwise expressly provided, the words "include," "includes" and "including" do not limit the preceding words or terms and shall be deemed to be followed by the words without limitation.

14.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall be deemed one and the same Agreement. Electronic acceptance via the company's website or facsimile signatures will have the same legal effect as original signatures and are binding on the parties, their successors and/or assigns.

14.8 Exhibits. The Exhibits are a part of this Agreement as if fully set forth herein and all references to this Agreement shall be deemed to include the Exhibits and Schedules. All references herein to Articles, Sections, s the context shall otherwise require.

14.9 Recitals / Headings. The recitals as indicated in the beginning of this Agreement are true and correct and incorporated herein by reference. The headings in this Agreement are for reference only, and shall not affect the interpretation of this Agreement.

14.10 Severability of Provisions.

(a) If any provision or any portion of any provision of this Agreement shall be held invalid or unenforceable, the remaining portion of such provision and the remaining provisions of this Agreement shall not be affected thereby.

(b) If the application of any provision or any portion of any provision of this Agreement to any person or circumstance shall be held invalid or unenforceable, the application of such provision or portion of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby.

14.11 Expenses. The Parties to this Agreement shall, except as otherwise specifically provided in the next sentence, bear their respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the contemplated actions, including all fees and expenses of agents, representatives, counsel and accountants.

14.12 Further Assurances. Each of the Parties shall execute such certificates, bills of sale, agreements and other documents and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and the contemplated transactions.

14.13 Indemnification of Brokerage Claims. The Seller represents and warrants to the Buyer that no broker, finder, agent or similar intermediary (a "Broker") has acted on behalf of the Seller in connection with this Agreement or the contemplated transactions, and that there are no brokerage commissions, finder's fees or similar fees or commissions payable in connection therewith based on any agreement, arrangement or understanding with the Seller.


14.14 Attorneys' Fees and Costs. In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute,

role, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

14.15 Electronic/Facsimile. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall be deemed one and the same Agreement. Electronic acceptance via e-mail or facsimile signatures will have the same legal effect as original signatures and are binding on the parties.

DATED this 29th day of October, 2014, at Broward County, Florida.

LAUDERDALE WEST COMMUNITY
ASSOCIATION NO. 1, INC.

BY: 
Print Name: JOANNE HILL
ITS: PRESIDENT

GLIG GROUNDWORKS, LLC


BY: 
Print Name: George Lorian
ITS: Member / Manager

EXHIBIT "A"

Landscape Management Agreement

[Attachment follows this Page]

G.L.I.G. GROUNDWORKS

160 W CAMINO REAL #124

BOCA RATON FL 33432

TEL 954-421-6199

FAX 954-421-6059

EMAIL: info@gliggroundworks.com

Website: gliggroundworks.com

LANDSCAPE MANAGEMENT AGREEMENT

Lauderdale West

SECTION 1 – DEFINITION

The following Landscape Management Agreement establishes the standard for grounds maintenance for Lauderdale West Community Association No. 1, Inc., 1141 NW 85 Avenue, Plantation, FL 33322. This standard outlines an efficient and horticultural sound program of the highest quality, promoting the healthy growth of turf and plant material while ensuring the continual neat appearance of the site. This agreement shall be in effect for the period of 11/01/2015 until 10/31/2020. Unless terminated pursuant to the termination Clause under General Terms and Conditions Section. This agreement shall automatically renew.

The prices stated under this Agreement are binding unless Lauderdale West Community Association No. 1, Inc. 1141 NW 85 Avenue, Plantation, FL 33322. Fails to accept this agreement within 30 days from the date on which it was submitted by G.L.I.G Groundworks, LLC.

SECTION 2 – G.L.I.G Groundworks, LLC PERSONNEL

2.1 G.L.I.G. GROUNDWORKS, LLC shall designate a qualified representative with experience in the services being provided. This representative will be knowledgeable in horticulture, agronomy and landscape management.

G.L.I.G Groundworks, LLC shall have properly trained personnel on site to ensure that all operations are performed safely and effectively.

G.L.I.G Groundworks, LLC personnel shall be in uniform and look presentable at all times.

A representative of G.L.I.G. GROUNDWORKS shall be available for site walk-through's with the property manager, and encourages this to be done on a monthly basis.

SECTION 3 – SCOPE OF WORK

- 3.1 G.L.I.G Groundworks, LLC shall provide all necessary labor, material, equipment, and fully trained supervisory personnel to properly maintain all developed landscaped areas within G.L.I.G Groundworks, LLC limits.

SECTION 4 – TURF MANAGEMENT

4.1 GENERAL:

- A. Turf shall be cut at a height of 3-4" as conditions dictate using a rotary type mower. When Bermuda grass is used, a separate set of specs will be provided. Blades will be balanced and sharpened as needed.
- B. The total of mowing in this agreement is 32.
- C. Clippings shall be removed from all paved and mulched surfaces after each mowing.
- D. Trimming around trees, shrubs, signs and foundations shall be performed with each mowing. Work shall be performed using hand tools or mechanical devices to present a neat and manicured appearance.
- E. G.L.I.G Groundworks, LLC will provide rings around trees, mail boxes, and light posts where applicable.

4.2 EDGING:

- A. All accessible curbing shall be edged using mechanical methods 32 times per year.
- B. All accessible concrete walks shall be edged using mechanical methods 32 times a year.
- C. All dirt and debris resulting from edging operations shall be removed from curbs, walks, driveways and patios.

SECTION 5- SHRUB AND FORMAL HEDGE MANAGEMENT

5.1 PRUNING:

- A. All shrubs and hedges shall be pruned 9 times a year. Care shall be taken not to remove too much of the flowering surface branches when pruning. Pruning shall include the removal of wood that is dead, diseased or infested with insects. Suckers, shoots and irregular growth shall also be removed.
- B. Hand-pruning shall be utilized as necessary for certain shrubs. All other pruning shall be performed by mechanical hedge trimmers.

5.2 WEED CONTROL:

- A. Physical removal and post-emergent weed control such as Round-Up shall be used in treating problem weed areas and weeds that appear in bed areas and tree rings. Care shall be taken to prevent damage to plant material and turf areas.
- B. All paved areas, beds and tree rings shall be sprayed 9 times per year, to the contract to control weed populations.

SECTION 6 –LANDSCAPE TREE MANAGEMNT

6.1 PRUNING:

- A. All dead palm fronds up to 12' shall be removed as needed while the property is being pruned. All palms should be formally trimmed yearly.
- B. Low hanging branches on trees shall be lifted to a height of 8', 1 time a year.
- C. All hardwood should be trimmed 1 time a year to promote shape and hazard maintenance.

SECTION 7 – FERTILIZATION

7.1 TURF APPLICATIONS

- A. All turf areas shall be fertilized 2 times per year with the proper blend for each season.
- B. Herbicides shall be added to the fertilizer for 2 applications during the winter season to assist in the reduction of the weeds.
- C. Insecticide shall be added to the fertilizer for 2 applications during the summer season to assist in the reduction of turf-damaging insects. This application does not prevent the presence of fire ants.

7.2 TREE/SHRUB APPLICATION

- A. The fertilization program for established shrub beds shall provide the proper blend of micro and macro-nutrients for each season. There will be 1 application per year.
- B. Insecticide application on shrubs (white flies) 2 times a year.
- C. Fertilizer shall be commercial grade, mixed granules or palletized fertilizer, with not less than 50% of the total nitrogen being slowly soluble.

7.3 PALM APPLICATION:

- A. All palms shall be fertilized 1 time a year. The fertilizer blend applied shall include magnesium, manganese and micro-nutrients necessary for proper growth and health.

SECTION 8 – IRRIGATION

8.1 IRRIGATION REPAIRS:

Why cost for irr. repairs

- A. The Irrigation system will be inspected 12 times with attention given to proper coverage and zone settings. All adjustments and cleaning of heads will be included in this inspection. Repairs from ½ inch and smaller will be included. Any necessary repairs or replacements greater than ½ inch will be tagged and brought to the attention of the property manager for approval. G.L.I.G. GROUNDWORKS irrigation tech will be billed at \$65.00 per man hour, plus parts. Other labor will be billed at \$25.00 per man hour.
- B. G.L.I.G Groundworks, LLC is not responsible for damage they cause in situations where any components of the irrigation system have been improperly installed. Any other damage caused by G.L.I.G Groundworks, LLC shall be repaired at no cost to Lauderdale West Community Association No. 1, Inc.

SECTION 9 – OTHER

9.1 MULCH:

- A. Mulch shall be applied as directed by property manager and billed separately.

9.2 SEASONALCOLOR:

- A. Seasonal color shall be installed, fertilized, maintained and billed separately at owner's request, quoted and billed separately, where designated by Lauderdale West Community Association No. 1, Inc.

9.3 BIO-HAZARDS:

- A. G.L.I.G Groundworks, LLC shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on Lauderdale West Community Association No. 1, Inc. property. This includes, but is not limited to, items such as hypodermic needles (Sharps (needles) will not be handled by G.L.I.G Groundworks, LLC employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. G.L.I.G Groundworks, LLC shall be obligated to report/communicate any observations of potential bio-hazards to Lauderdale West Community Association No. 1, Inc. for their appropriate removal by others, unless previously arranged by Lauderdale West Community Association No. 1, Inc. and G.L.I.G Groundworks, LLC.

9.4 PRODUCT CONTROL & PEST CONTROL

- A. G.L.I.G Groundworks, LLC shall be responsible for selecting control materials from a list of products approved for specific use by the US Environmental Protection Agency and affirmed for that use by the appropriate State or Tribal Government. Control products are approved on crop (plant species) and site (Residential Sports or Golf) specific bases. As for any uncontrollable pest, where no effective product has been discovered and approved for the specific plant and site use, or where approval of effective control products have been cancelled by regulating authorities, the G.L.I.G Groundworks, LLC will not be accountable for the control or repair of any damage associated with the uncontrollable pest. Furthermore, where new pest problems develop that are not controllable by the reasonable legal use of available approved pest control material, the G.L.I.G Groundworks, LLC will not be responsible for control or repair of damage caused by such uncontrollable pests.

9.5 HURRICANE OR NATURAL DISASTER EMERGENCY CLEAN UP:

- A. Addition charges will be assessed for clean up after a natural disaster as follows.

	Regular Time	Overtime	Holiday
Laborer	\$25.00/hr.	\$45.00	\$60.00
Supervisor	\$45.00/hr.	\$67.50	\$90.00
Irrigation Tech.	\$65.00/hr.	\$97.50	\$130.00
Irrigation laborer	\$25.00/hr.	\$37.50	\$50.00
Dump Truck	\$65.00 /hr. (Dumping fees additional as billed)		
Chipper	\$100.00/hr.		
Pick-up Truck	\$45.00/hr.		
Chainsaw	\$35.00/hr.		
Bobcat Loader	\$100.00/hr.		
Chipper Truck	\$65.00/hr.		

Tree Staking	\$35.00
Sand Bags	\$ 6.00
Drain Staking	\$ 7.50

B. A written request from owner's (property managers) for services must be submitted prior to clean up commencement.

SECTION 10 – ALLOCATIONS OF STAFF

A. The G.L.I.G Groundworks, LLC allocated staff to Lauderdale West shall consist of 4 to 6 ground workers on site Monday through Friday, according to the time of the year, excluding holidays. The work week shall be a total of 40 hours. Equipment and Crew dedicated solely to Lauderdale West will carry out all duties specified in contract and other landscaping requests, that can be performed within normal work week. The supervisor shall be on call and provide a cell number where he or she can be reached as needed. All other enhancement work must obtain prior approval from management. All work is warranted for the quality of the workmanship and the installation of the enhancements for a period of one year from date of install. However, this warrantee shall not cover such enhancements if damages caused to the enhancements Acts of God (such as natural disasters, insects, etc.) or by Lauderdale West negligence (such as their failure to provide water to the community). GLIG will buy back equipment from Lauderdale West (i.e. Kubota L39, Kubota Cart, EZ Go Carts, Irrigation supplies... Etc.

SECTION 11 – PAYMENT:

11.1 PAYMENT:

All labor necessary to accomplish the work outlined in this agreement shall be provided for the sum of ~~Three hundred and seventy two thousand Dollars (372,000.00)~~ per year payable in 12 monthly installments of ~~(\$31,000.00)~~ beginning ~~01/01/2015~~ until ~~12/31/2020~~

A service charge of 1 ½% per month will be added to all balances not paid within 30 days of the invoice. This represents an annual rate of 18%. Should it become necessary for G.L.I.G. GROUNDWORKS to pursue collections of outstanding invoices Lauderdale West agrees to pay attorney's fees, court costs, interest and all expenses incurred in said collections. Lauderdale West agrees and G.L.I.G reserves the right to lien property if necessary.

SECTION 12 – PERFORMANCE CLAUSE:

Anything contained in this Agreement to the contrary notwithstanding, during the term of this Agreement, in the event of a breach by G.L.I.G Groundworks, LLC in the performance standards, (as outlined under the terms of this Agreement), Lauderdale West shall notify G.L.I.G Groundworks, LLC, in writing of such breach. Therefore, G.L.I.G Groundworks, LLC shall have 10 business days within which to cure such performance breach. In the event that G.L.I.G Groundworks, LLC fails to cure such breach, within the 10 business days period, Lauderdale west can penalize G.L.I.G Groundworks, LLC by withholding 10% of the monthly maintenance price, in the amount of \$3,100 until performance issue is resolved.

GENERAL TERMS AND CONDITIONS

G.L.I.G Groundworks, LLC Responsibility:

The G.L.I.G Groundworks, LLC shall recognize and perform in accordance with the written terms, specifications and drawings, contained or referred to herein.

G.L.I.G Groundworks, LLC reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the Agreement is signed.

A. Work Force:

All employees shall be competent and qualified, and shall be U.S. citizens or legal residents, and authorized to work in the United States.

B. Materials:

All materials shall conform to bid specifications. G.L.I.G Groundworks, LLC will meet all Agricultural licensing and reporting requirements.

C. License and Permits:

G.L.I.G Groundworks, LLC to maintain a Landscape G.L.I.G Groundworks, LLC License, if so required by State or Local law, and will comply with all other license and permit requirements for the City, State and Federal Governments, as well as all other requirements of law.

D. Taxes:

G.L.I.G Groundworks, LLC agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where applicable.

E. Insurance:

G.L.I.G Groundworks, LLC agrees to provide General Liability Insurance, Automotive Liability, Worker's Compensation Insurance, and any other insurance required by law or

Lauderdale West Community Association No. 1, Inc. It is understood and agreed that G.L.I.G Groundworks, LLC is not liable for any damage or any kind whatsoever that is not caused by the negligence of G.L.I.G Groundworks, LLC, its agents or employees.

F. Subcontracts:

G.L.I.G Groundworks, LLC reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

G. Invoicing

G.L.I.G Groundworks, LLC will submit monthly service invoices for the amount set forth under the prices and terms shown in Section 10 of this Agreement. Any services rendered, that are in addition to or beyond the scope of work required by this Agreement shall be separately billed.

H. G.L.I.G Groundworks, LLC will not be responsible for items left in the turf
(i.e. hoses, children's toys, patio furniture, etc.)

I. G.L.I.G Groundworks, LLC will not be responsible for or repair items that are improperly installed (i.e. landscaping lights with the wiring above ground, etc.)

J. G.L.I.G Groundworks, LLC is NOT responsible for any acts of nature vandalism.

K. G.L.I.G Groundworks, LLC is NOT responsible for poor soil conditions, poor drainage or any other previously existing conditions not created by G.L.I.G Groundworks.

Lauderdale West Community Association No. 1, Inc. Responsibility:

A. Utilities:

All utilities shall be provided by the Owner/Client.

B. Access to Jobsite:

Lauderdale West Community Association No. 1, Inc. shall furnish access to all parts of jobsite where G.L.I.G Groundworks, LLC is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after hour emergencies.

C. Payment:

Lauderdale West Community Association No. 1, Inc. shall review invoices submitted by G.L.I.G Groundworks, LLC and payment shall be due 15 days following the date of the invoice and delinquent if you paid by that date. G.L.I.G Groundworks, LLC may cancel Agreement by giving 7 days written notice for nonpayment, after the payment is delinquent.

D. Notice of Defect:

Lauderdale West Community Association No. 1, Inc. shall give G.L.I.G Groundworks, LLC at least 7 days written notice to correct any problem or defect discovered in the performance

of the work required under this Agreement. G.L.I.G Groundworks, LLC will not accept any deduction or offset unless such written notice is given.

Other Terms:

Lauderdale West Community Association No. 1, Inc. and G.L.I.G Groundworks, LLC respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement, G.L.I.G Groundworks, LLC will not accept any deduction or offset unless such written notice is given.

Termination:

This agreement may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party. ~~(This Agreement may be terminated by the Lauderdale West Community Association No. 1, Inc. for non-performance by G.L.I.G Groundworks, LLC, upon thirty (30) days written notice.)~~ This Agreement may be terminated by G.L.I.G Groundworks, LLC for no-payment by Lauderdale West Community Association No. 1, Inc., upon seven (7) days written notice as stated above. Either party shall be entitled to cure any deficiencies of performance on payment within seven (7) days of being notified of deficiency(s). If the Lauderdale West Community Association No. 1, Inc. makes payment in full within seven (7) days of receipt of the written notice, the grounds for termination shall be deemed cured. If G.L.I.G Groundworks corrects the deficiency identified in the written notice with seven (7) days of receipt of the notice, of the deficiency is of such a nature that it cannot reasonably corrected within seven (7) days and G.L.I.G Groundworks, LLC commences a good faith effort to correct the deficiency within seven (7) days of receipt of notice, the grounds for termination shall be deemed cured.

For the convenience of Lauderdale West Community Association No. 1, Inc. only, the monthly charge under this agreement is an average of the total charge for all work to be performed under the agreement divided by the number of calendar months included in the payment period of the agreement. In the event this agreement is terminated early by either party, the G.L.I.G Groundworks, LLC shall be entitled to recover his unrecovered costs incurred through the date of termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Lauderdale West Community Association No. 1, Inc. through the date of termination. This is because substantial portions of the work for the year may be performed in the early months of each year of the Agreement including potentially significant mobilizations costs in start-up and the cost of the work will not be fully recovered by the G.L.I.G Groundworks, LLC until all monthly payments under the

*Need
Team
Schedule*

Agreement have been received. The Landscape Maintenance Agreement will automatically renew at the end of the contract period, stated above .

I have read the foregoing proposal, including the terms and conditions, and hereby accept it on behalf of the Owner/Client.

Lauderdale West Community Association No. 1, Inc.

G.L.I.G. GROUNDWORKS

By: _____

By: _____

Signature

Signature

Print Name/Title

Print Name/Title

Date

Date

Please supply your email address if you would like to receive your monthly invoices via E-mail _____

Name: Lauderdale West

Scope of Services Overview Exhibit A

- **Scope Description overview**
- **A. Spring Cleanup.**
 - Contractor shall preform a spring cleanup prior to April 15th. During the cleanup, over winterized perennials will be cut back and any sticks, leaves or debris that accumulated over winter months will be removed.
 - A deep edging will take place on all soft beds during spring cleanup. Bed edges will be reestablished to a depth of 2" and any debris created by this process removed from and legally disposed of offsite. In no circumstances will bed edges be left in beds.
- **B. Policing.**
 - Prior to each visit contractor will pick up any litter or debris found within the service area including any litter or debris caught in or around native "wild areas". Under no circumstances will litter or debris be mowed over. This includes woodline and retention/detention ponds areas.
 - Do not use property dumpsters or woodline to dump any trash or debris
- **C. Mowing.**
 - 1. All areas to be policed for debris and trash prior to mowing activities.
 - 2. Turf areas to be mowed as needed during the growing season. (Mowers will have mulching capabilities but no side discharge). All other areas like Islands will need to be bagged in order to prevent blowing of grass on or undervehicles.
 - 3. Turf to be maintained at a height of 3" to 4" depending on time of the season.
 - 4. Start times to be in accordance with local ordinances.
 - 5. Work to be performed such that clippings are kept off of structures and out of planting beds.
 - 6. Mowing to be performed in a manner that prevents damage to trees, shrubs, turf, building, parked cars, site fixtures, irrigation systems and landscape lighting.
 - 7. Mowing on hillsides or undulating areas to be done in a manner that prevents damage to existing turf and still maintains a uniformed finish.
 - 8. All areas not cut by mower will be trimmed the same height as mower.
 - 9. Mowing around water features will be done in such a manner as to avoid discharge of clippings into feature.
 - 10. Blowers will be used to clean sidewalks, curbs, patios, driveways and streets of all organic material caused by mowing.
 - 11. Mow retention ponds and outparcels, as needed to maintain neat and clean appearance.
 - 12. Wet retention/detention ponds will be mowed to maintain 6-8" height of turf and within 5 feet of waterline. Weed eating along fence lines, etc. Will be maintained and no pesticides or herbicides will be used in these areas (area includes fenced in ponds)
 - 13. Turf Areas bordering planting beds to be trimmed with mowing to maintain a smooth flowing line.
 - 14. Rotate mowing patterns with each mowing in order to avoid rutting of property and create an aesthetically pleasing pattern.
- **D. Edging**
 - Walkways, curbs and bed lines will be vertically edged each visit. All completed edges will have a perpendicular appearance between turf and hardlines, and turf and bed lines.
 - Blowers will be used to clean all sidewalk, curbs and street or organic material caused by edging.
- **E. Planting Beds**
 - Pre-emergent will be applied to all beds to prevent weed seeds from germinating (spring)
 - Beds will be maintained in a weed free condition with neat and clean appearance. Any weed over 2" in diameter or 2" in height will be removed either mechanically or manually. The use of herbicides where necessary is permitted in compliance with local regulations.
- **F. Shrub and Groundcover Care**
 - Shrubs will be pruned in a manner to promote natural growth and habit, and to maintain shape and nest appearance.
 - All shrubs and groundcover shall be maintain in compliance with local, state and federal restrictions.
 - Any groundcover present will be maintained within its designated area and will not encroach upon other plant material or grow onto or into structures.

Initial _____

- No more than 3" of growth should be removed at any one time during the growing season without expressed written consent by authorized representative.
- Formal hedges will be maintained to ensure that the form and function of the hedges is not disrupted.
- Flowering Shrubs will be pruned at horticultural correct times to promote flowering.
- Inspect shrubs during each scheduled service visit. Notify property management of any issues that need to be addressed.
- All debris will be removed off site in accordance with local regulations.
- **G. Tree Care**
 - Trees 8' in height and higher are to be pruned by the contractor in a manner that will promote structural integrity and accentuate the trees natural form. Special attention should be given to branches that are rubbing, crossed or dead.
 - Deciduous trees along walks and roadways will be elevated to a height where the risk of injury to pedestrians or damage to the tree is avoided. Height maintained at 84" along pedestrian areas and 96" along road ways.
 - Trees located in natural areas shall be pruned only when their growth habit affects formal, maintained areas or when it presents a safety issue for customers or associates.
 - Contractor will prune all ornamental trees to include the shaping of heads, removal of conflicting branches and removal of interior sucker growth.
 - All trees will be maintained up to 10 feet into canopy.
 - Inspect trees during each visit for insect or disease related problems and notify property management if there are any issues found.
 - At no time will gas powered shears be used to prune ornamental or deciduous trees.
 - All debris will be removed off site in accordance with local regulations.
 - Tree stakes and guy wires need to be removed when necessary to prevent girdling.
 - Remove all sucker shoots from trees at each visit.
 - Where applicable trim all Palm trees once a year.
- **H. Irrigation System**
 - Contractor will conduct a monthly irrigation system check. At this time the contractor will compile a list of necessary repairs or upgrades to the system and submit a proposal to the property manager for client consideration. NO repairs are to be made without written approval from the property manager.
 - The contractor will monitor the irrigation system throughout the year, and will be responsible for notifying the property manager of malfunctioning zones or components within 48 hours of discovery, and to discuss the scope and nature of the work that needs to be done.
 - The irrigation system shall be adjusted throughout the year to match required growing/weather conditions.
 - The contractor shall ensure that areas are not over watered or water is not allowed to flow onto walks or roadways
 - In the event the contractor discovers that the irrigation program has been altered by someone other than the contractor or contractors designee property manager will be notified within 24 hours.
 - Contractor is expected to adhere to and adjust clocks when local water restrictions are put into place.
- **I. Mulch**
 - Mulch is defined as wood mulch, double shredded hardwood. Mulching of planting beds will take place 2 times a year and shall be installed to a depth of 2" in an even and consistent appearance, with no previously laid mulch showing, not to exceed a total mulch depth of 3"
 - Mulch will be applied to all existing plant and ornamental tree beds with the onset of the growing season as site conditions dictate.
 - Supplier shall provide and install only clean, toxic free mulch, free of disease and weed material. Supplier shall apply mulch to match existing mulch material approval within contracted area.
 - Supplier will rake all mulched areas so that mulch is evenly distributed and is uniform in depth throughout area. Bare areas and areas with less than 2 inch minimum should immediately be remedied.
 - When depth warrants additional mulch material be added, supplier shall "dress" existing mulch in area so that all existing mulch is evenly distributed throughout all landscaping beds and tree basins and eliminate bare areas prior to installation of new mulch material. Color variations due to aging and fading are acceptable and expected.
 - If staging of mulch material is necessary in advance of application property manager will be notified. Supplier shall ensure that no material or residue remains on the site outside of the area where mulch is installed.
 - If mulch is staged in advance, installation shall commence within 48 hours, and work shall continue daily until completion. Supplier shall work with the property manager to determine drop location.
- **J. Hardscapes Gravel areas**
 - All hardscape and gravel areas are to be maintained in a weed free condition. The use of herbicides is permitted where necessary in compliance with local regulations.

Initial _____

- Contractor is responsible for notifying property manager if at any point area need to be refreshed or replenished
-
- **K. General Site Conditions**
 - As part of each schedule maintenance visit, a general cleanup program will occur. The program shall involve policing of all maintained area for removal of paper, cans, bottles, sticks, cigarettes butts, leaves and other debris.
 - All parking areas, curbs, sidewalks, driveways, parkways and loading dock areas shall be maintained weed free
 - Contractor shall be responsible for debris clean up due to typical weather conditions, this clean up does not included hurricane clean up.
- **Supplemental scope & Statement of Work**
 - **A. Scope & Objective**
 - The contractor shall perform landscaping services which include maintaining the sites exterior landscape set forth in detail in this Statement of Work.
 - **B. Performance**
 - The services will include the mowing, trimming of turf, pruning, mulching, and maintaining of shrubs, hedges and planting bed and ensuring overall site quality.
 - All work to be performed with the utmost concerns for the safety of Contractor employees, site employees, residents and the general public.
 - Activities CANNOT interfere with activities of the location. Schedules may vary throughout the year as weather conditions dictate.
 - All spills are the responsibility of the Contractor and are to be cleaned up immediately in accordance with all laws and regulations.
 - All work is to be performed by properly licensed and trained personal. A property supervisor shall be present at all times with access to emergency contact information and who understands the scope of work and the onsite expectations.
 - All work is to be performed in a courteous and polite manner.
 - **C. Services to be Performed**
 - Turf areas include all outdoor areas where seed or sod has been installed and are formally maintained stands for turf. This area is to include areas between the curbside and sidewalk, near the highway or adjacent to the highway.
 - Planting beds include all areas where trees, shrubs and flowers have been planted, but does not include reforestation areas or buffer areas such as retention ponds. Mulch included in contract ____ Yes ____ No.
 - Mowing will be defined as the process of mechanically removing no more than 1/3 of growth of formal turf area. This is to be done with sharp blades to avoid the fraying of grass edges and in a uniform manner.
 - Hardscape areas are defined as any area where brick, interlocking pavers, poured concrete, asphalt, flagstone or concrete pavers have been installed.
 - Gravel areas are defines areas where natural stone has been installed to enhance aesthetics, manage water run off or stabilize slopes.
 - Monitoring, the contractor will monitor the site for hazardous site conditions as necessary. The Contractor will also monitor exterior areas for disease and pest infestations and report any finding to the property manager.

Initial _____

EXHIBIT AA-2@

ESTIMATE

EXHIBIT B
CERTIFICATE OF INSURANCE

CERTIFICATE OF COMPETENCY

TRIMMER 'A' CERTIFICATION
GLIG GROUNDWORKS LLC
OWNER AND TRAINED EMPLOYEE
Lic# A-1198 Ref. 29520066
Expires 8/31/2015 Ctrl# 15-24055

CERTIFICATE OF COMPLETION RECOGNIZING AND MANAGING DEFECTS/DISEASE IN TREES

GEORGE LAZCANO

has successfully completed the training program
conducted by the Broward County Extension Education
Division on:

May 23, 2011

Blair D. Hoffman
Commercial Horticulture Agent

Identification Number
11480

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

GEORGE LAZCANO

COMMERCIAL LANDSCAPE MAINT. HOLDER

11480938

has PAID THE FEE REQUIRED BY CHAPTER 400.09, F.S. 400.09
EXPIRING February 28, 2014.

Blair D. Hoffman
Commissioner



International
Society
of Arboriculture
ISA Certified Arborist

Jorge Lazcano

Certificate Number

FL-6514A

Expiration Date

Jun 30, 2016

EXHIBIT "B"

Certificate of Insurance

[Attachment follows this Page]



CERTIFICATE OF LIABILITY INSURANCE

DATE REISSUED: 9/2/2014

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 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 favor of such endorsement(s).

PRODUCER
Pettineo Insurance Agency, Inc.
2430 E. Commercial Blvd.
Ft. Lauderdale, FL 33308

PHONE (954) 954-493-9424	FAX (954) 954-493-8968
INSURERS - AFFORDING COVERAGE	
INSURER A Arch Specialty Insurance Co.	
INSURER B Mercury	
INSURER C Chartis Insurance	
INSURER D Technology Insurance Company	
INSURER E	
INSURER F	

INSURED: GLIG Groundworks, LLC. ID 736444

160 W Camino Real #124
Boca Raton, FL 33432
954-421-6199

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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	AGL0013439-00	5/31/2014	5/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	BA090000004020	1/24/2014	1/24/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS (Ea) OCCUR CLAIMS-MADE	GL 1321B	5/31/2014	5/31/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> WORKERS COMPENSATION EMPLOYERS LIABILITY STATUTORY (Ea)	WCP761435600	9/1/2014	9/1/2015	<input checked="" type="checkbox"/> WORKERS COMPENSATION EMPLOYERS LIABILITY \$ 500,000 STATUTORY (Ea) \$ 500,000 EMPLOYERS LIABILITY \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS (VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required))

Lauderdale West is listed as additional insured

CERTIFICATE HOLDER
Lauderdale West
1141 NW 85 Ave
Plantation FL 33322

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

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