



12745 Livingston Road | Naples, FL 34105
(239) 643-6124 | ClientRequest@LandscapeFlorida.com | www.LandscapeFlorida.com

RECIPIENT:

Wiggins Bay Foundation

5629 Strand Boulevard
#412
Naples, Florida 34110

SERVICE ADDRESS:

520 Wiggins Pass Road
Naples, Florida 34110

Estimate #5981

Sent on 08/16/2025
Title: Landscape Management Agreement

Total \$91,140.00

| Product/Service | Description | Qty. | Unit Price | Total |
|-----------------------------------|--|------|------------|-------|
| PURPOSE OF AGREEMENT | To provide our Full Range of Landscape Management Services to the Property. SEE ATTACHED AERIAL MAP FOR LOCATION(s) | | | |
| SEE ATTACHMENTS | SEE CLIENT PROVIDED RFP AND DATA ATTACHED | | | |
| WEBSITE | Visit our Website at www.LandscapeFlorida.com for more information about our company and services! | | | |
| PROPERTY REVIEW AND DOCUMENTATION | As part of our 'Needs Assessment' Process (see attached company information package), Landscape Florida will photo documents and review the current conditions and status of the landscape materials & irrigation system. This is done to document existing conditions and to be used as a basis for recommended improvements to the property. | | | |
| LANDSCAPE MANAGEMENT AGREEMENT | This Agreement shall run for a period of one (1) year. This Agreement shall commence on February 1, 2025 and shall expire on January 31, 2026 in accordance with the terms and conditions of this Agreement and any written addenda. | | | |
| PLANT MATERIAL CARE | All plant material will be maintained in accordance with Landscape Florida's standards set forth below. Any deviation from Landscape Florida standards for trimming, pruning, and the cutting or treatment of turf must be agreed in writing between the Client and Landscape Florida. Services are not provided to internal courtyards, lanais or for potted plant materials unless specifically included in the agreement. | | | |



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| MOWING | Landscape Florida will mow St. Augustine turf to maintain a proper height of 3 ½ to 4 ½ inches, dependent on seasonal conditions. In cases where zoysia is present the mow height will be 2 to 2 ½ inches. During the summer, growing season of April thru September, the turf will generally be cut every week. During the spring and fall months of October and March, the turf will be cut generally three (3) times per month. During the winter months of November thru February, the turf will be cut twice a month. The above listed frequencies serve as a general guideline. Mowing activities are performed "as needed" and as horticulturally appropriate. Landscape Florida will use a sharpened mower blades at all times to insure a clean and even cut and will clean mowers and decks between client visits to avoid the possibility of transferring weeds, pest or diseases between properties. | | | |
| EDGING & BLOWING | (Sidewalks, roadways, etc.): Landscape Florida will perform edging at every mowing visit, using conventional edging equipment. Soft edging (tree wells, shrubbery beds, etc.) will be performed with every other mowing using mechanical edgers. Hard surfaces will be blown off at each visit and following pruning activities. | | | |
| PRUNING & SHEARING | Landscape Florida will use its best efforts to maintain uniform plant appearances, use proper horticultural practices for all ornamental shrubs, and maintain existing ground covers. Flowering ornamentals such as Ixora, Plumbago, Hibiscus will be pruned as needed in effort to allow the plant material to flower properly. Ornamental plantings such as Ficus, Coco plum, Podocarpus and Eugenia will be mechanically sheared. Landscape Florida will trim the various types of ornamental plantings throughout the year at the time that best promotes correct horticultural growth and helps maintain a neat and natural appearance while promoting a healthy plant. | | | |
| TREE CARE | Landscape Florida will lift trees (up to 14 feet) on an "as needed" basis throughout the year, with regular monitoring between heights of 7 feet to 14 feet for dead limbs and sucker growth. Tree care will conform to applicable county codes. "Structural pruning" as performed a by Certified Arborist is not included in this proposal but can be provided upon request. Citrus tree varieties are not covered under this provision. Annual native cleaning not included but available for additional fee. | | | |



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| PALM CARE | Landscape Florida will remove dead and dying fronds and seedpods up to reachable heights (14 feet) from the ground with pole trimmer. Palm trimming will conform to applicable county codes. Landscape Florida will provide a palm trimming proposal above 14 feet as an extra service. | | | |
| WEED MANAGEMENT BEDS & HARDSCAPES | Landscape Florida will perform weed control regularly throughout the term of this Agreement, using its best efforts to maintain the beds substantially weed-free at all times, provided there is a sufficient amount of ground cover base (mulch, pine straw, etc.) at a depth of 1 ½ to 2 inches. Substantially weed-free beds are not guaranteed if parties other than Landscape Florida install ground cover. The four methods of weed control Landscape Florida will use in planting beds are proper mulching, the application of pre and post emergent herbicide, and manual removal. | | | |
| WEED CONTROL TURF | Landscape Florida will use its best efforts to maintain lawns substantially weed-free at all times. It is understood and agreed that certain weedy grasses such as crabgrass, Bermuda grass and carpet grass are not 100% chemically controllable. Landscape Florida agrees to treat such grasses chemically to the extent allowed by environmental laws but does not guarantee the elimination of these weeds. It is also agreed that certain infestations of undesirable grasses may require replacement of sod to repair the affected area(s) as an additional service. Landscape Florida will not be responsible for excessive weed growth if the irrigation system is managed, maintained, adjusted, or tampered with by others. | | | |



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| IRRIGATION | <p>Landscape Florida will perform a monthly inspection of the entire irrigation system to ensure that proper coverage is being supplied by the system.</p> <p>Landscape Florida will perform all routine maintenance, including cleaning of screens/heads, adjustments, etc. Any damages resulting from maintenance operations by Landscape Florida will be repaired at no additional cost. Repairs to valves, filters, spray heads, rotors or other components (line breaks and wire tracking not included) completed at the time of the monthly inspection, will be billed only for parts and not for additional labor. Repairs other than those made during routine scheduled irrigation system maintenance visits will be billed at (\$105) per man-hour plus parts and any required components. After Hours Emergency Calls Billed at (\$157.50) per hour with a 3-hour minimum. Our irrigation services do not include the inspection or maintenance of the water supply, well or pump station. Should Landscape Florida have to wait more than 48 hours for approval of irrigation system repairs, Landscape Florida will not be responsible for the replacement of any turf or plant materials. If the irrigation system is operated by others, Landscape Florida is not responsible for losses to landscape materials. Landscape Florida is not responsible for utility bills associated with irrigation system failures and repairs.</p> | | | |
| FERTILIZING | <p>Landscape Florida will utilize different types of complete fertilizer through its researched special formulas. Turf will be fertilized three (3) times annually with ornamentals (unless specified otherwise in this Agreement), trees and palms fertilized three (3) times annually (unless specified otherwise in this Agreement). Landscape Florida reserves the right to change any formula of fertilizer due to weather, soil conditions, or specific plant requirements. In a county or municipality with an adopted fertilizer ordinance, the local ordinance shall prevail and serve as a guide to nutrient selection, applications and timing or frequency. Correction of soil deficiencies/conditions (based on sampling tests) can be corrected in most cases for an additional fee.</p> | | | |



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| PEST MANAGEMENT | Landscape Florida will perform insect control services on an "as needed" basis to reduce insect infestations in ornamental plantings and turf areas. Landscape Florida will not provide a blanket spray program; rather it will treat affected turf and shrubs to keep insects to a manageable state, which can help reduce the harm to turf and ornamentals. Landscape Florida cannot guarantee the control of all harmful insects due to the possible existence of chemically resistant strains and environmental restrictions governing the use of pesticides. If additional spraying or changes in treatment are required to control any infestation, the Client will be notified and charged per application. Preventative (or active as applicable) treatments for pests such as Spiraling Whitefly, Ficus Whitefly, Lethal Bronzing, Cinch Bugs, Downy Mildew, Mole Crickets, Grubs, Palm Weevils, Royal Palm Bug, Sedge, nematodes and Fire Ants can be provided for an additional fee. Some diseases such as Lethal Yellowing, Ganoderma, Fusarium Wilt & Thielaviopsis are untreatable and Landscape Florida will identify those diseases and make recommendations to the client. | | | |
| SEASONAL SERVICES & EXTRAS | Annual Bedding plants, bed solarization, mulch, and tree trimming above 14 feet & arbor care, renovations and enhancements are additional services and are available from Landscape Florida at an additional cost. However, Landscape Florida will maintain bedding plants furnished and installed by Landscape Florida. | | | |
| INSPECTIONS & COMMUNICATION | Landscape Florida staff will conduct regular visits to review the health and tidiness of the landscape. A walk-through between Landscape Florida and a designated contact with the contracted client can be arranged upon request. The designated contact(s) are: Property Manager and Landscape Florida's Client Services Manager and Client Request System. | | | |



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| SITE CONDITIONS | This Agreement is valid solely for plant material and irrigation systems existing at the time of this Agreement. If additional plant material or irrigation systems are added to those in existence at the time of Execution of this Agreement, Landscape Florida reserves the right to amend this agreement and increase the monthly billing amount to reflect the additional cost of services performed. Landscape Florida does not provide services to private lanai or screened in locations. Landscape Florida does not provide reimbursements for expenditures made without our approval. Any damages to property (lighting, screen cages, etc.) must be reported for review and any reimbursements must expressly pre-approved by Landscape Florida. | | | |
| FUEL SURCHARGE | In the event Landscape Florida's price per gallon of gasoline shall exceed \$4.00 per gallon, a fuel surcharge of three percent (3%) will be added to the monthly service and will remain in place until the price per gallon of gasoline falls below \$4.00 per gallon. Should the price per gallon reach \$5.00 per gallon an additional two percent (2%) will be added. | | | |
| STORM DAMAGE | In the event of storm or hurricane damage, Landscape Florida will provide landscape clean-up and horticulture correctional services as an additional service. | | | |



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| WARRANTY | <p>Landscape Florida will replace, at no additional cost, any plant material or turf grass that succumbs due to negligence on Landscape Florida's part during the term of this Agreement. Plants that succumb from old age or causes other than Landscape Florida's negligence are not covered under Landscape Florida's Warranty. Landscape Florida will not be responsible for any turf, ornamentals or trees that die if Landscape Florida is not in exclusive control of the irrigation system. Landscape Florida is not responsible for any power surges that may affect, in part or in total, the irrigation system. Landscape Florida is not responsible for damages done by other individuals, owners, employees or any contractor hired by the client, etc. Landscape Florida is not responsible for damages or delays due to Acts of God such as hurricane, wind, storm, lightening, rain, frost, freeze, etc. (precautions to prevent frost damage such as the covering of annuals can be done by Landscape Florida as an additional service). Landscape Florida neither makes nor implies any warranty as to the performance of any of the products to be used on lawn areas, shrubs or trees. Should Landscape Florida's monthly landscape management contract be terminated all warranties on materials provided and installed by Landscape Florida are considered null and void.</p> | | | |



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| CONTRACTOR'S PERSONNEL | <p>All Landscape Florida personnel shall be considered to be at all times the sole employees of the Landscape Florida, under our sole control and direction and not an employee of the Client. Landscape Florida shall provide competent personnel trained in the care and maintenance of horticultural materials. Landscape Florida shall provide an Account Manager to oversee and direct our on-site foremen and their crew and activities. Staffing levels, frequencies, seasonal adjustments and scheduling is at the sole discretion of Landscape Florida and will fluctuate throughout the year. All Landscape Florida personnel will be uniformed, clearly identifying them as a member of our staff and will be as clean and neat as working conditions permit. All employees of Landscape Florida will be compliant, at all times, with all applicable State and Federal laws and Landscape Florida hereby holds Client harmless against any claim resulting from any non-compliance or violation. Contract is not based on assigned crew sizes and staffing levels and scheduling of services are provided at the sole discretion of Landscape Florida and may fluctuate seasonally and based on activities performed. Service interruptions caused by conditions outside of Landscape Florida's control (rain, lightening, property access, etc.) may impact scheduled visits and missed time is not guaranteed to be replaced.</p> | | | |
| INDEMNIFICATION | <p>Landscape Florida will only indemnify Client for any damages, claims, or causes of action arising from gross negligence or willful misconduct on the part of Landscape Florida, its employees, sub-contractors or agents.</p> | | | |
| STANDARDS | <p>The parties agree that Landscape Florida will have complete discretion as to all horticultural decisions. Maintenance standards vary by plant material, season, climate zone & application. Landscape Florida's Standards are based on the services, management activities, products and frequencies indicated in this contract form and the attached Schedule of Services.</p> | | | |



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| PAYMENT TERMS | Monthly invoices will be rendered on the first of each month and are due within 30 days of the invoice date. A finance charge, to the maximum extent allowed by Florida law, will be applied to invoices not paid within 15 days of the due date. If payments are not made within 15 days of the invoice due date, Landscape Florida reserves the right to terminate this Agreement, without notice, and it is agreed that any agreement for services or product and associated limited guarantees for such, will be null and void. Any agreed upon waiver of a time limit in the payment terms on any invoice shall not equate to a waiver of payment terms for any other current or future invoice. | | | |
| INSURANCE | Landscape Florida will maintain throughout the term of this Agreement general liability insurance, broad form contractual liability insurance, and Workers Compensation insurance to meet statutory requirements. Landscape Florida shall provide no less than \$1,000,000.00 combined limit insurance coverage. At the Client's request, Landscape Florida will furnish a Certificate of Insurance describing all insurance coverage in effect. | | | |
| TERMINATION & RENEWAL | This Agreement may be terminated without cause by either party with a 30-day written notice, delivered registered mail return receipt by either party. If the Agreement is terminated before the full contract term, any current invoices owed to Landscape Florida at the time of termination will become immediately due and payable (Late Fees and Finance Charges may apply.) Both parties agree to meet 60 days prior to this agreement's natural expiration to negotiate renewal and increases in contract value. In the absence of a meeting, the agreement will automatically renew for a period of one (1) year at a 3% increase. | | | |
| DISPUTES | Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be adjudicated in Collier County, Florida courts and in accordance with Florida law. The prevailing party shall be entitled to recovery of their entire amount of attorney's fees and costs. In the event Client fails to make payment as described herein, the Client agrees that Landscape Florida is authorized to record a lien as set forth in Section 718.121 (2), Florida Statutes, against all parcels serviced by this agreement, after providing 30 days' written notice of its intent to lien the real property. | | | |



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| GENERAL | This Agreement is based only on the execution of services as defined in this Agreement. Services other than those defined in this document are additional services not included in this Agreement. Additional services are to be ordered and agreed to separately. Additional services will be billed in addition to the monthly contracted amount. Care of specialty plant materials (citrus, edible plants, orchids, roses, etc) are not included. | | | |
| ENTIRE AGREEMENT | This Agreement constitutes the entire agreement between the parties, and no representation or other commitment, whether oral or in writing, not included herein shall constitute a part of this Agreement. | | | |
| AMENDMENT | This Agreement may be amended only by an agreement in writing executed by both parties. | | | |
| SEVERABILITY | In the event that any provision of this agreement should be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof. | | | |
| ANNUAL LANDSCAPE MANAGEMENT PRICE | Package Pricing for the Above Indicated Services. NOTE: Other Services Not Included in this Agreement are Available on Request. | 12 | \$7,595.00 | \$91,140.00 |



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| <p>**ADDITIONAL ITEMS OR INFORMATION REQUESTED BY CLIENT**</p> | <p>1. Company Information:</p> <ul style="list-style-type: none"> a. Company name, address, and contact information (provided on this estimate) b. Brief history and overview of the company (see attached company information packet) c. Experience with similar projects (similar projects for our full range of services since 1999. Project sizes from \$500/mo to \$35,000/mo) <p>2. Personnel:</p> <ul style="list-style-type: none"> a. List of key personnel who will be assigned to this project, including their qualifications and experience. (Managed and overseen by Eric Evans (President) and Melissa Sosa (Manager)) <ul style="list-style-type: none"> • Account manager (Manager) to serve as point of contact for Property Manager, report any issues discovered during service and provide estimates and recommendations. (Landscape Florida employs our customized "Client Request System" with our Company App and Service Desk to support our Management Team and your Property Management Provider.) • On Site, English speaking Supervisor to supervise the crews and assure that contract items are fulfilled weekly. (Yes, Crew Leadership is Provided with each visit.) <p>3. Work Plan:</p> <ul style="list-style-type: none"> a. Detailed description of the approach and methodology for performing the scope of work. Our services are provided by task: Weekly crew Visits, Bi-Weekly Pest Technician Visits and Monthly Irrigation Technician Visits. All as assigned by our scheduling system and company APP or in response to Requests from Property Management. b. Proposed schedule for performing the services. Exact schedules are determined and arranged upon award of the contract. <p>4. References:</p> <ul style="list-style-type: none"> a. At least three references from similar projects, including contact information. Michelle Woodman - Marbella at Pelican Bay - michelle.woodman@guestservices.com Mike Antoniak - Newcastle Condominium Association - mantoniak24@gmail.com Jennifer Swearing - La Costa Apartment Homes - lacostam@sentinelcorp.com Karen Chapin - Emerald Woods Condo Association - chappyrpk1119@gmail.com <p>5. Pricing:</p> <ul style="list-style-type: none"> a. Detailed pricing breakdown, including labor, materials, and any other costs. (Monthly Pricing for All Services Provided on this Document.) b. Payment terms. (Provided on this Document.) c. Base contract price. (Provided on this Document.) d. Additional services pricing including | | | |



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Total

\$91,140.00

Landscape Management Agreement Valid for 90 Days

IRRIGATION REPAIRS AND MODIFICATIONS, If not included above, will be invoiced at time and materials rate. This proposal is valid for the next 30 days and is subject to change based on approval status and materials availability. Approved projects are scheduled in the order they are received as "Approved" by our offices. ALL WARRANTIES,EXPRESSED OR IMPLIED,ARE WHOLLY CONTINGENT UPON PROPER CARE AND MAINTENANCE BEING PROVIDED TO MATERIALS BASED ON INDUSTRY STANDARD PRACTICES.IN CASES WHERE THIS HAS NOT BEEN PROVIDED ALL WARRANTIES ARE NULL AND VOID AND LANDSCAPE FLORIDA WILL NOT PROVIDE REPLACEMENT MATERIALS OR SERVICES. INVOICES NOT PAID IN FULL WITHIN 30 DAYS OF THE INVOICE DATE WILL RESULT IN THE CANCELLATION OF ALL WARRANTIES.

Signature: _____ **Date:** _____