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March 25, 2016

**OWNERS ASSOCIATION OF BRADFORD PARK, INC
HIGH COUNTRY & BRADFORD PARK, ROUND ROCK, TX.**

GENERAL ITEMS

- 1) ECOSystems Landscape Services (Company) proposes to provide all materials, labor, supervision and all necessary insurance to perform the services as listed below.
- 2) The purpose of this landscape management plan is to ensure that Company provides first class service to our Customer.
- 3) Property will at all times have a neat, clean, healthy and manicured appearance.
- 4) Property shall be maintained utilizing appropriate technology, equipment and industry accepted techniques such that all turf and landscape ground covers, shrubs and trees remain vigorous, healthy and visually acceptable.
- 5) Company will provide a designated site manager to address issues with Customer.
- 6) Crew members shall be properly trained and supervised and in proper uniform at all times.
- 7) Company will assure that all services provided are in compliance with this agreement.
- 8) Company shall remain vigilant and constantly be on the look-out for damage to the landscape and shall notify Customer as soon as possible in order for Customer to take corrective action.
- 9) Any dumped and/or piled debris, large limbs and/or fallen trees to be removed and billed on Time and Materials basis upon approval of Customer and/or Property Management Company.
- 10) Clean up of all landscape debris generated during regular maintenance visits, to include leaves in areas as maintained. Sidewalks, parking areas, enclosed areas, etc are not included, only landscaped and immediately adjacent areas are included in service.
- 11) No on-site dumpsters will be utilized or on-site disposal will be performed. Porter service is not part of this agreement.

SERVICE AREAS

- 1) Landscape Maintenance proposal is based on Forty Three (42) visits per annum as listed below to include areas as listed on the maps and specs as provided by Customer representatives. Excludes pond maintenance.
- 2) Maps and specs as supplied by Customer are to be used as the reference for the areas to be serviced, with the number of visits as listed in agreement per area.
- 3) Work to be performed is outlined below and each visit will consist of the following services as needed and/or listed below.

TURF AREAS

- 1) Policing of landscaped areas for debris and litter prior to mowing.
- 2) Mowing, edging, and trimming of turf areas during growing season, March thru October.
- 3) Off season visits will consist of mowing only as needed and includes detail work of beds, trees, trash clean up, etc.
- 4) All turf mowing to be done utilizing rotary type mowers.
- 5) Mow patterns will be altered, when possible, to help prevent wheel depressions in turf.
- 6) Mow heights to be adjusted based on turf type, season and overall condition of turf.
- 7) All attempts to avoid removing more than one-third (1/3) of the existing growth during visits will be made.
- 8) Clippings will not be caught and removed; however, excessive clippings will be removed if needed, too avoid damage to turf, excluding monthly areas.
- 9) All irregularly cut grass around buildings, signage, posts, trees and other raised objects to be trimmed/edged as needed.
- 10) Turf areas directly abutting bed areas will be mowed in manner as to avoid discharge of clippings into the shrub beds and tree wells.
- 11) Line trimmers shall be used for edging purposes only, and will not be used to cut turf areas horizontally, except in areas mowers cannot reach.

HARDSCAPE and BED AREAS

- 1) Non-Selective herbicide spraying of weeds in expansion joints, open bed and rock areas as needed and as maintained only. Areas with no landscape will not be maintained.

- 2) Clean up of all landscape debris generated during regular maintenance visits, to include leaves in areas as maintained.
- 3) Manual removal of weeds large weeds in beds and smaller weeds to be chemically treated to better help maintain control of resurgence of weeds.
- 4) Curb lines and paved areas shall be cleaned of debris generated by Company during regular visits in areas as maintained only.
- 5) Curb openings to be kept free of landscape debris to allow for proper drainage.
- 6) The installation of Shredded Hardwood Mulch, (currently, 91 2 cubic foot bags, twice annually) to existing beds/tree rings, to maintain ~2" depth. This does not include creation of any new rings or beds or Native areas.

SHURBS/GROUNDCOVERS

- 1) Trimming of shrubs based on specific plant types to include: removing deadwood and maintaining proper size/shape and to encourage proper growth. This does not include damage caused by storms, vandals, etc or other issues not under Company's control.
- 2) Shrubs should be allowed natural shape, without interfering with walking areas, i.e. sidewalks, designated pathways, etc. Shrubs that are meant to be natural looking will be hand pruned in order to encourage natural shaping.
- 3) Ground covers shall be pruned as necessary to maintain a manicured appearance that is consistent with the desired appearance of the specific plant material
- 4) Shrubs shall be pruned a minimum of eight (8) times per year and twenty-four (24) times per year for groundcover.
- 5) All hedges shall be pruned utilizing blade type pruning equipment; no string trimmers will be used.
- 6) Flowering shrubs shall be pruned after the blooming cycle and in a manner to promote new blooms.
- 7) Annual cut back of all perennials and native grasses will be done in February/March and/or April/May depending on plant type, weather, etc.
- 8) Shrubs with canes shall have the oldest one-third (1/3) of the canes pruned each spring.

TREE CARE

- 1) Trimming of succulent growth on planted trees (up to 4" in diameter) up to 8' in height.
- 2) Trees shall not be pruned during budding process, unless safety issue or with prior approval of customer.

- 3) Trees to be lightly pruned as necessary during growing season in order to maintain health, safety and access to areas under and around trees.
- 4) Areas over walkways and drives to be kept at ~ 8' where possible. This service includes minor corrective pruning as needed.
- 5) Trees to be kept free of invasive vines and weeds, excluding native or wooded areas.
- 6) Crape Myrtle cut backs (topping) are not included; however, general shaping is included in regular maintenance. Limbs and stems shall be pruned during dormant season to maintain proper appearance.
- 7) There shall be no major pruning of Live Oaks or Red Oaks should be done March through June, unless safety issue or with prior approval of customer.
- 8) Stakes and guy wires to be adjusted as needed. Removal of same to be done with prior notification of Customer.

INTEGRATED PEST MANAGEMENT PROGRAM

- 1) Irrigated Turf areas will be fertilized utilizing ratios based on turf types and overall conditions.
- 2) All applications to be done utilizing IPM practices, policies and procedures.
- 3) Post-emergent weed control is weather dependent and certain products cannot be applied during periods of extreme heat and/or drought.
- 4) Post-emergent selective herbicide applications will be applied to the irrigated turf areas, twice annually, with products approved for specific targeted broadleaf weeds, utilizing IPM.
- 5) Applications of fertilizer to irrigated turf to be done at a minimum of three (2) times per year.
- 6) Insect and disease control for treatment of turf problems common to this area, to include grubs, are included and applied only as needed.
- 7) Pre-emergent herbicide applications will be applied to the irrigated turf areas, twice annually.
- 8) Irrigated beds to be fertilized a minimum of three (3) times annually utilizing proper ratios based on plant types and overall conditions.
- 9) Applications of insecticides and/or fungicides for bed areas to be applied as needed.
- 10) Pre and post emergent weed controls to be applied to beds as needed.
- 11) Insect and disease control for plant materials limited to those problems directly affecting plants that are common to this area. Applications for such issues to be treated utilizing IPM practices and procedures and applies to plant materials less than 10' only. Excludes Termites, Bees, Rodents, etc.

- 12) Planted trees (up to 4" in diameter) to be fertilized twice annually, if needed, utilizing the best method of application based on the specific needs of the trees.
- 13) Fire ant bait will be applied to turf and bed areas one per year, spring to help minimize fire ant populations. Applications dates are dependent upon weather and temperature conditions. This program is designed to help control the Fire Ant population, total control or eradication is not guaranteed.
- 14) Spot treatment for individual fire ant mounds to be done as needed with each visit, in areas as maintained, to help keep fire ants at a minimum.
- 15) Additional applications and services may be applied as needed utilizing IPM procedures with approval of Customer.

COST AND PAYMENT FOR SERVICES

Monthly Cost \$784.50 (plus tax) Annual Cost \$9,414.00 (plus tax) Approved _____

Term: Agreement is valid for twelve months upon signing and effective date with no change in monthly cost (excluding taxes) unless scope of work changes Cost of proposal based upon acceptance of proposal in its entirety. Changes in contract term and/or scope of work may affect final contract price and/or monthly price. Prices quoted above are only valid if included in base contract at time of signing. Approved _____

OTHER SERVICES AVAILABLE AT AN ADDITIONAL COST: Note: All "other service" costs are based on minimum quantities and pricing may vary depending upon total quantity of materials required. Prices on these services are subject to change without notice and are not guaranteed since they are above contract. All of these services will be priced and must be approved by Customer prior to the specific service being performed. Prices quoted above are only valid if included in base contract at time of signing.

- 1) Plant and grass replacements/renovations are available and priced according to scope.
- 2) Clean up of trash and debris not generated by regular maintenance in areas not maintained by Company, such as: parking areas, streets, driveways, sport courts, fenced in areas, swimming pools, roofs, gutters and other Hardscape areas not in Company maintenance areas or scope of work.
- 3) Tree removal and/or major pruning are available and priced according to scope of work.
- 4) Installation of "Native Grind" mulch or additional shredded mulch available and priced according to scope of work.
- 5) Aeration & topdressing of all irrigated turf areas, and at an approximate recommended depth of ¼" of top dressing mix. The timeframe for this service is weather dependant and the depth is an average. Some areas may need more and some less depending on turf type, density, etc. This service is best to be performed in March/April. Topdressing service is not designed to level all areas. Not all areas may need aeration and/or topdressing. Therefore, Company would need to determine and provide for exact areas and pricing for each section.

- 6) Arborist Inspection – Specific trees, upon request, may be inspected by a Certified Arborist and a report prepared. Work that is required to be performed may be above and beyond contract. Failure to have said services provided may void any warranty and/or remove liability of the Landscape Company.
- 7) Major Tree Pruning such as Class I, II & III deadwood removal, canopy raises, building clearance, stumping grinding, etc are available on an as needed basis and available upon request.
- 8) Installation of color in beds, priced according to scope of work.

General Notes, Terms and Definitions

- Cost of proposal based upon acceptance of proposal in its entirety. Changes in contract term and/or scope of work may affect final contract price and/or monthly price. This proposal may be withdrawn by Company if acceptance is not made within Thirty (30) days.
- Prices contained in this proposal do not include taxes or any additional licenses, permits, surcharges or additional authorized work that may be required to perform services to Customer's property, unless specifically noted.
- Monthly invoices for regular maintenance items will be issued on the first day of each month, via email, with payment due on the first day of the following month.
- Monthly Maintenance costs reflect all listed and included services only, amortized over a twelve (12) month period.
 - ✓ The scope of services shall include all labor and equipment, tools, supplies plus any materials, taxes, permits and fees (unless expressly excluded and so indicated, herein), necessary to perform this work.
 - ✓ The work includes seasonal landscape maintenance services required to maintain the health and appearance of the landscape.
 - ✓ The landscape shall be well maintained utilizing appropriate technology, equipment and industry accepted techniques such that all turf and landscape ground covers, shrubs and trees remain vigorous, healthy and visually acceptable.
- Company reserves the right to renegotiate this contract during the existing term only if scope of work changes and/or if price or scope of work is affected by local, state or federal regulations and/or ordinance. Tax rate changes are automatic and do not affect contract terms.
- At the end of this agreement, renewal shall be automatic at existing current rates, unless canceled and/or amended in writing, by either party at least 45 days prior to the end of this agreement, for a period of 12 months.
- All work described herein is converted to Company's work order upon authorization. Work that has only been discussed verbally WILL NOT be performed unless it is also itemized above.
- Either party may cancel this contract at any time with a sixty (60) day written notice.
 - ✓ If for any reason this contract shall not be fulfilled, Company shall compare the services provided, including amortizes services, i.e. mulch, flowers, etc., to the property with the total payment received.
 - ✓ Should Customer have paid for services not completed, Company will refund this amount within thirty (30) days of request.
 - ✓ Should Company have performed more services than paid for, Customer will pay the difference, based on the actual services performed; Final Payment or refund will be made within thirty (30) days of cancellation notice effective date.

- Invoices for all other above contract work will be billed upon completion and are due upon receipt.
 - ✓ Company will need approval and be issued WO#/PO#, if required, prior to completing and/or scheduling additional services.
 - ✓ All listed and/or billable “extras” are work that is considered outside the scope of normal maintenance items. These include but are not limited to raising canopies to 8’-10’ but main limbs are much higher and climbers or bucket trucks may be needed, removal of dead plant materials not caused by Company, etc., renovations, additional mulch, etc.
- Renovations - Plant installation pricing will include one-year warranty of installed plant materials (flowers only warranted for the season they are installed) excluding storm damage; freeze damage, theft, or acts of abuse/neglect, including from animals, people, vehicles, water restrictions or anything not under the control of Company, unless otherwise noted.
 - ✓ See specific “Extras” proposal for additional warranty information as may be applied.
 - ✓ If plants are installed in an area without automatic irrigation, no warranty is offered or implied. If control of the irrigation system is either under a separate vendor for this contract or controlled and adjusted by owners or their acting agents, no warranty is offered or implied.
 - ✓ Company is not responsible for warranty of any plant material installed by customer or other vendor during this contract. Company does not maintain color beds installed by others, to include the Customer.
 - ✓ Company is not responsible for any damage of any kind that is not caused by the negligence of ECOSystems, its agents or employees.
- Irrigation – If Company maintains Customers irrigation system on a monthly basis as part of our agreement, then your controllers either will be, or already are, in compliance with the restrictions based on the location of Customer’s property at the time that the Company performed Customer’s last system inspection.
 - ✓ Irrigation maintained under Licensed Irrigator #40005994. Irrigation in Texas regulated in Texas by the Texas Commission on Environmental Quality (TCEQ) (MC-178), P.O. Box 13087, Austin, TX 78711-3087. TCEQ’s web site is: www.tceq.state.tx.us.
 - ✓ If Company maintains your irrigation system we will continually adjust the controllers to comply with the new rules as these changes occur during Company’s monthly inspection only. However, Company cannot change the controllers to water outside of the authorized days.
- Repairs and operation of these systems shall comply with TCEQ and/or Local Government regulations. Company is not responsible for irrigation and/or any other repairs made by other vendors unless specifically authorized prior to repair; by an authorized officer of the Company.
- If the Customer adjust the controllers or has any type of power failure or it’s controller is changed for whatever reason, Customer shall immediately inform Company so that Company may re-check Customer’s controller settings again.
 - ✓ Company is not responsible for any fines resulting from changes of current settings, malfunctions of controllers, leaks, broken heads, or anything not under Company’s control at the time of the incident.
- Chemical & Pesticide Applications applied under Texas Department of Agriculture, Commercial Pesticide Applicator License #0614826.
 - ✓ Applications shall be performed only by individuals who are properly licensed, certified and/or trained in accordance with applicable laws and regulations.

- ✓ Lawn weeds shall be controlled using an integrated approach of good management, careful identification of annual and perennial weeds, and use of pre-emergent herbicide control for annual weeds in the spring and post-emergent control for broadleaves in the growing season
- ✓ Landscape shall be treated for harmful horticultural insects and disease infestations as customarily occur in this area vicinity of the project including integrated pest management (IPM) as appropriate.
- ✓ Post Emergent Herbicide: Post emergent herbicides shall be used as needed to control identified weeds. Post emergent herbicides may be applied as a selective treatment targeting a specific weed or as a non-selective spot treatment for hard to control weed species.
- Definition of Verbiage for Tree Work:
 - ✓ Tree work that may need to be completed above scope of work may require approval from the local governing body for the project. Company will make the appropriate inquiries for the process from the appropriate city officials. However, upon approval, Company will request permits as required, and will have to wait for the officials to approve them. This may slow down completion time and is not in Company's control.
 - ✓ Since trees often involve overhead work, it is required by our insurance that we close off certain sections of parking and/or walkways while we are working in those areas. Permission to do so is considered implicit in the acceptance of any part of our proposal.
 - ✓ Prices will include cleanup and removal of all material cut on the job as listed in the proposal. Cuts are painted on Oaks to aid in the prevention of Oak Wilt.
- Miscellaneous Items When listed above only; vines will be removed; and although Company will be removing the vast majority of the vines, there is no guarantee that the vines will not re-occur. Vines, especially Grape Vines, are a very aggressive plant and they are always on both sides of the fence lines, shrubs, etc. and roots are extremely difficult to control.
- Company reserves the right to bring in subcontractors at its own expense for services requiring specialized equipment, licensing or for a specific issue, i.e. licensed electrician, light or tree work involving excessive heights, etc.
- Proposal does not include removal of any sedimentation material from pond sites. Company is not responsible for "wet" pond maintenance. Pond maintenance does not include addition and/or removal of sand and/or silt from pond areas. This service is available as needed and upon request.
- Warranties: Company is not liable for incidents or damage not directly related to misconduct by Company employees, to include but limited to damage caused by unseen or unforeseen issues, such as rocks and debris in areas not belonging and causing such damage as broken windows, damaged vehicles, etc. which are caused by normal equipment use, such as mowers, weed eaters, blowers, etc.
- Company is not responsible for any damage of any kind that is not caused by the direct and intentional negligence of ECOSystems, its agents or employees.
- Company is not liable for falling trees and/or debris causing damage during storms or failure of Customer to have acted to avoid issue.
- Company liability is limited to only that time which its employees are on Customer's property and not before Customer begins or after it completes the work/job. Therefore, Company warrants and represents that it:
 - ✓ Will perform the services in a good and workmanlike manner.
 - ✓ Will in the event that it is not able to perform a specific regular weekly service due to weather condition; correct the issue on the next regular maintenance visit.
 - ✓ Will comply with all applicable laws with respect to its performance of such services.

Owners Association of Bradford Park, Inc. 3/25/16

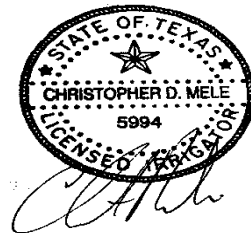
- ✓ Is responsible for its employees that perform such services.
 - ✓ Has adequate insurance and will add Customer as additional insured upon request.
 - ✓ Maintains workers' compensation insurance and general liability insurance.
 - ✓ Will perform all services with trained and/or licensed personnel as required by local, state and/or federal laws.
- **Governing Law:** This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Texas.

Submitted by:

Mike Kovatch
Mike Kovatch, Manager
ECOSystems Landscape Services

Accepted by:

Bradford Park
Authorized Representative



“Improving your Points of View”