

Berry Bay Community Development District

Board of Supervisors

Nicholas Dister, Chairman
Carlos de la Ossa, Vice Chairperson
Chloe Firebaugh, Assistant Secretary
Kelly Evans, Assistant Secretary
Ryan Motko, Assistant Secretary

Heather Dilley, District Manager
John Vericker, District Counsel
Tonja Stewart, District Engineer
Gary Schwartz, Field Manager

Continued Meeting Agenda

Thursday, March 16, 2023 at 2:00 p.m.

The Continued Meeting of the **Berry Bay Community Development District** will be held on **March 16, 2023 at 2:00 p.m. at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607**. Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

Call in: 1 (305) 224 1968 US

Meeting ID: 824 6467 3825

Passcode: 363050

Join Zoom Meeting

<https://us06web.zoom.us/j/82464673825?pwd=MGJITTE5VTVUWGFWU9uVmZ5d3pzZz09>

All cellular phones and pagers must be turned off during the meeting

CONTINUED MEETING OF BOARD OF SUPERVISORS

1. CALL TO ORDER/ROLL CALL

- 2. PUBLIC COMMENT** Each individual has the opportunity to comment and is limited to **three (3) minutes** for such comment.

3. BUSINESS ITEMS

- A. Consideration of Sunrise Landscape Maintenance Agreement Tab 01
B. General Matters of the District

4. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

5. ADJOURNMENT

We look forward to speaking with you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,

Heather Dilley

District Manager

District Office

Inframark
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
(813) 873 – 7300

Meeting Location:

Inframark
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
(813) 873-7300



Landscape Maintenance Proposal

Berry Bay CDD
Heather Dilley
Wimauma, FL

About Sunrise

Sunrise Landscape was founded in 1978 with a mission to provide an elevated customer experience through our tenets of **Professionalism, Accountability, and Partnership**. We provide a full suite of commercial landscape and irrigation services through our maintenance and installation divisions.

We're Local

At Sunrise, we've been operating in the greater Tampa Bay region for over 44 years, so we're intimately familiar with our local flora and the needs of properties in our area. Unlike other similarly sized firms, our executive team is also based in Tampa, so you can rest assured that decisions are made at a local level with a focus on our local economy.

We're Knowledgeable

We proudly staff certified experts in irrigation, agronomy, horticulture, and arboriculture. The combination of decades of local knowledge and scientific expertise ensure the highest level of care for our customers. Additionally, we've been actively investing in people and technology to provide best-in-class field operations, a modernized fleet of trucks and equipment, and industry leading talent.

We're Capable

Although our roots are in Tampa, our service area extends throughout West Central Florida. Sunrise currently services all varieties of commercial properties including: CDD's, HOA's, hospitals & medical offices, multifamily complexes, retail centers, industrial sites, office parks, corporate campuses, churches, and more. Our customer-centric approach has yielded steady growth to over 450 personnel that service over 400 annual maintenance contracts across West Central Florida. As a result, Sunrise is now the largest commercial landscaping provider headquartered in Tampa Bay, with over \$40M in annual revenue.

At Sunrise, we strive to earn not only your business today, but also your partnership for the long-term.

Plant

Sunrise Landscape owns and operates out of **three locations in the Tampa MSA**. The Harbour Isles CDD contract will be serviced out of Sunrise’s main facility at 5521 Baptist Church Rd, Tampa, FL.

This facility is **16AC** with an on-site nursery for product growth. It also contains **11,000 sf** of corporate offices, equipment storage, and equipment service bays.

Machinery & Equipment

Sunrise is proud to own and utilize the best equipment on the landscaping market. Our current equipment fleet consists of:

<u>Quantity</u>	<u>Type</u>
200+	Trucks
200+	Mowers
10	Batwing Mowers
4	Water Trailers
25	Chemical Spray Rigs
1000+	Two-Cycle Equipment (Line Trimmers, Edgers, Blowers)
200+	Trailers

Manpower

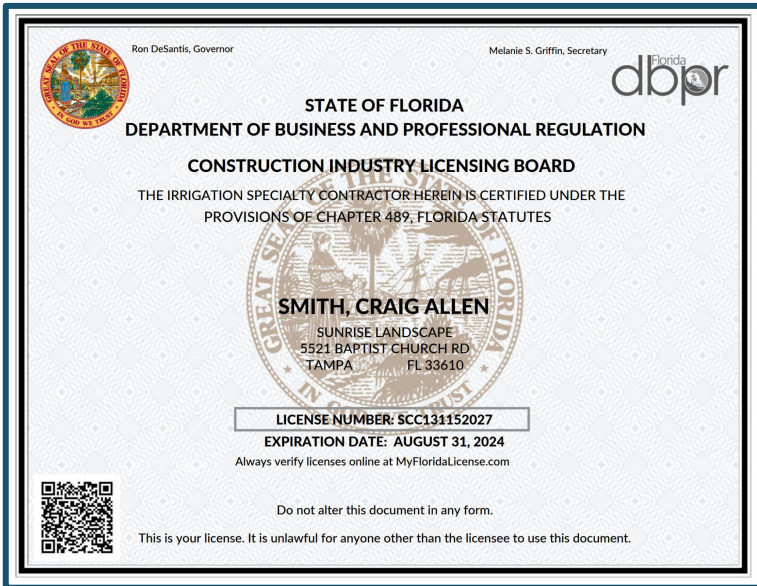
Sunrise currently has over **450 full time employees** across its maintenance and installation divisions. We also proudly staff experts in irrigation, horticulture, and arboriculture and utilize these key employees to aid in the programming of bespoke maintenance plans.

Our crews are designated to a specific property to ensure the highest level of detail. Every property serviced by Sunrise has a dedicated account manager who oversees the crews and is the customer's singular point of contact and accountability. The account manager also facilitates collaboration with our irrigation, horticulture, and arboriculture experts to respond and react quickly to changing environmental conditions.

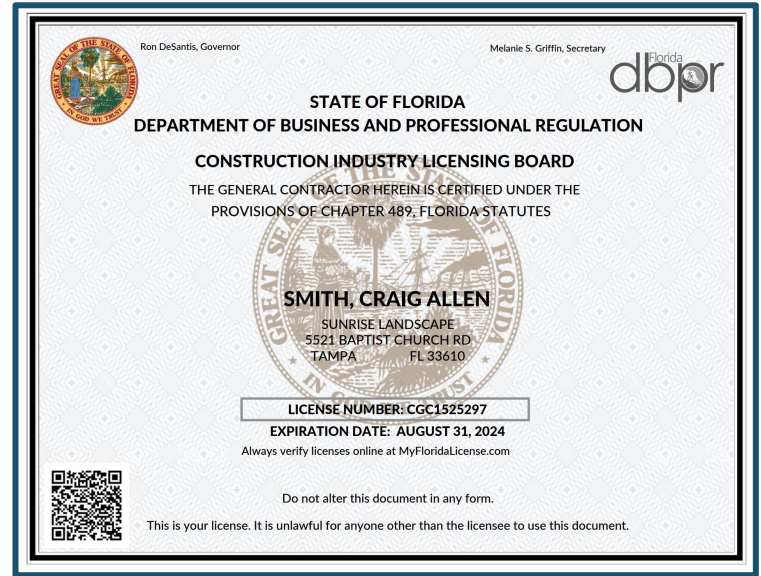
All Sunrise employees are screened through the US Government's E-Verify System. E-verify is an internet-based system that compares information from the I-9 form, Employment Eligibility Verification, US Department of Homeland Security records, and Social Security Administration records to confirm that an employee is authorized to work in the United States.



Florida State Irrigation License



Florida General Contractor



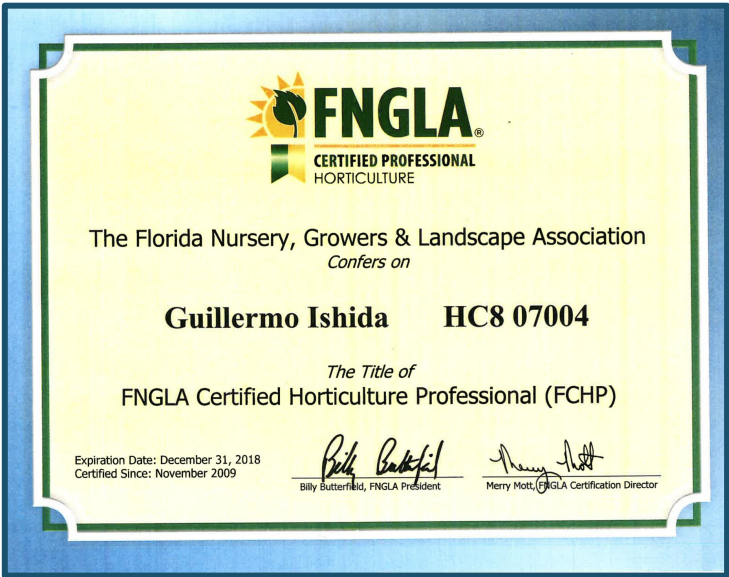
Certified Pest Control Operator



ISA Certified Arborist



Certified Horticulture Professional



Florida Dept. of Agriculture "Train the Trainer" Program





Jay has been the General Manager of Maintenance for Sunrise since 2020 after moving from Austin, TX. Having been in the green industry since 2004, Jay has operated in many different leadership roles within multiple markets across the country. Jay focuses his efforts ensuring the Maintenance Division at Sunrise consistently operates Safely and Efficiently while ensuring that the customer experience is always best in class.

Jay graduated from East Carolina with a BS of Industrial Technology. Prior to entering the green industry, Jay served 8 years in the Army Special Operations Command as a non-commissioned officer earning exemplary honors. During his military service, Jay was deployed to multiple theaters of action in capacities of junior and senior leadership roles.

Jay Grimaldi, General Manager - Maintenance



Craig Smith is the General Manager of the Installation Division of Sunrise, a role he has held since January of 2022. Since joining Sunrise, Craig has focused on developing scalable process and procedures that allow the company to grow in existing and new markets, while maintaining the high level of customer service and installation quality sunrise is known for. Craig provides functional experience and expertise with over 9 years of experience in the landscape industry and over 21 years of experience in the construction industry. Craig graduated with a BS in Construction Management from the University of Florida and holds both a Commercial General Contractors license and an Irrigation Specialty Contractors license.

Craig Smith, General Manager - Install and Irrigation



Austin is the CEO of Sunrise, a role he has held since purchasing the company in 2019. Austin grew up in a third-generation family construction business in South Carolina and has a breadth of management experience across various roles in small business, multinational corporations, and institutional finance. Since acquiring Sunrise, Austin has been focused on investing in the people, systems, and assets of the business to further cement Sunrise as the preferred commercial landscaping provider in Tampa Bay. Under Austin's leadership, Sunrise is focused on building a sustainable company for the long-term.

Austin studied at the University of South Carolina, earning a BS in International Business and graduating Magna Cum Laude. While there, he won the NCAA Division I National Championship as a member of the USC baseball team. Austin received a MBA with Honors from the University of Chicago Booth School of Business with concentrations in entrepreneurship, operations, and economics.

Austin Ashmore, CEO

Berry Bay CDD Current Pricing

Current Maintenance (*42 Visits Per Year*):

Based on what is to be maintained now

Annual Total: **\$71,946.00**

Current Irrigation Inspections (*12 Inspections per Year*):

Based on what is to be maintained now

Annual Total: **\$10,260.00**

Current Irrigation Repairs:

2" and below. System needs to be 100% operational initially

Annual Total: **\$17,904.00**

Current Horticulture Program & Pest Management:

Insecticide, 6 turf fertilizations, 4 tree & shrub fertilizations:

Based on what is to be maintained now

Annual Total: **\$14,400.00**

Current Pond Maintenance (*32 Full-Service Visits Per Year*):

Completed based on current map

Annual Total: **\$37,696.00**

Total Annual Landscape Maintenance:

Annual Total: **\$152,206.00**

Berry Bay CDD Optional Pricing

Mulch Replenishment:

Price Per Yard: \$65.00

Seasonal Color:

Price per flower: \$2.95

Irrigation Technician Labor:

Per Business Hour: \$85.00

Per After Hour: \$110.00

Palm Pruning:

Price per palm: \$65.00

OTC Injections:

Price per palm: \$35.00

Berry Bay Map



References and Similar Work

Harrod Properties

***44 Class A commercial office
buildings and parks***

8031 114th Ave. Largo, FL 33773
Idis Claxton (813) 229-1500
iclaxton@harrodproperties.com

New River CDD & Easton Park CDD

Wesley Chapel, FL
Mark Vega (813) 295-5455
Mark.vega@inframark.com

North River Ranch CDD

Little River Way Parrish, FL 34219
Charles Varah (941) 928-2349
cvarah@nealland.com

Baypoint Commerce Center

9549 Koger Blvd St. Petersburg, FL
Amy Worral (727) 576-1400
aworral@feilorg.com

Company and Banking information

Company Legal Name:

SR Landscaping, LLC

EIN:

84-2788107

Banking and Credit

References:

- CIBC Bank USA
- Steven Gareau
- steven.gareau@cibc.com
- 216-456-2986

Thank you



**We look forward
to continuing our
Partnership!**

Jay Grimaldi

General Manager

jgrimaldi@sunriselandscape.com | 813-618-4080

Landscape Maintenance Services Agreement

This Landscape Maintenance Services Agreement (this “**Agreement**”) is entered into as of April 1, 2023 between the **Berry Bay Community Development District**, a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes (the “**District**”) and **SR Landscaping, LLC**, a Delaware limited liability company registered to do business in Florida (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape maintenance services for certain lands within and around the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscape maintenance contractor and provide services to the District. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all required work.
 - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
 - d. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
 - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.
3. **Description of Work.**
 - a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described in the Landscape Service Specifications attached hereto as **Exhibit A** (the “**Work**”) in the locations designated in the maintenance map attached hereto as **Exhibit B**.
 - b. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District (including irrigation repair work), through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
4. **Additional Work.** If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, amendment, or

work order authorization. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

5. Emergency Services. In the event of an emergency or disaster, Contractor shall provide the District the following services:

- a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
- b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- d. Disaster recovery assistance services shall not exceed a total of 70 hours worked for each emergency/disaster.
- e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
- f. District reserves the right to immediately terminate all disaster recovery assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

6. Manner of Performance.

- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
- b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
- c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and the procedures expected.
- e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
- f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
- g. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped.
- h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
- i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or Work that may result in the damage and/or loss of plant material, vegetation, sod, or other landscaping. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water,

areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs or replacements.

- j. In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District’s representative.
- k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District’s rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

7. **Time of Commencement.** The work to be performed under this Agreement shall commence on the date of this Agreement. Contractor shall provide the District the requisite insurance referenced herein and prior to commencing any work.

8. **Term and Renewal.** The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for subsequent 1 year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

9. **Termination.**

- a. Contractor may terminate this Agreement with 60 days’ written notice with or without cause. Termination notice must be sent to and received by the District by certified mail or email. The 60-day notice shall commence on the day of actual receipt of said written notice by the District.
- b. The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days’ written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail or email. The 30-day notice shall commence on the day of mailing of said notice to the Contractor.
- c. Upon termination of this Agreement, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.
- d. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

10. **District Representatives and Inspections.**

- a. The District hereby designates the District Manager and other representatives of the District Manager’s office to act as the District’s representatives. The District’s representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.
- b. The Contractor agrees to meet with a District representative no less than 1 time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
- c. The District will be responsible for scheduling the monthly inspections. The District must have no less than 3 days’ notice if there is a need to reschedule.
- d. All scheduled inspections will proceed with or without the attendance of the Contractor.

Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.

- e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within 48 hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within 3 days and prior to submitting any invoices to the District.

11. Warranty.

- a. Contractor will provide a 1-year warranty, from the date of turnover and repairs completed as shown in **Exhibit B**, for the landscaping (including, but not limited to the sod, vegetation, plant materials, flowers, etc...), parts, materials, and labor that was part of the landscaping installation work, excluding seasonal flowers.
- b. Alterations to the landscaping and irrigation by others will void the warranty of the affected plants such as utility work, other contractor installations, hardscape or structural modifications adjacent to planting areas.
- c. The warranty excludes acts of god, uncontrollable or new species of pests, untreatable fungus and virus, failure to irrigate or water sufficiently and all other factors that may cause damage and/or death to the plant material that are not under normal healthy growing conditions outside the control of Contractor. However, Contractor has the affirmative duty to be proactive and provide written notice to the District of any such issues within 2 business days along with a recommended plan and proposal to correct or replace such affected landscaping.
- d. Refusal of a subcontractor responsible for the defective work to correct such work shall not excuse the Contractor from performing under this warranty.
- e. In the event the Contractor fails to meet its warranty obligations, the District, at its opinion, shall have the right upon 10 days' prior written notice to the Contractor, to correct the defective work through its own forces or by retaining other contractors. In such event, the Contractor shall reimburse the District for all costs it incurs in obtaining the correction of the defective work.
- f. It is anticipated that additional landscaping installation work will be performed, and such work will be added as an addendum to this Agreement. The start of the warranty period for such additional installation work will be specified in such addendum.

12. Compensation

- a. As compensation for the Work performed each month the District agrees to pay Contractor the following amounts:
 - i. For the General Services portion of the Work, which are performed on a monthly basis **\$11,483.83 per month**
 - ii. For the Other Services portion of the Work, the not to exceed annual price as described in Contractor's Proposal, the relevant parts of which are attached hereto as **Exhibit C**.
 - iii. If the District elects to authorize Contractor to perform any portion of the Optional Services portion of the Work via an additional work order authorization, the not to exceed annual price as described in Contractor's Proposal, the relevant parts of which are attached hereto as **Exhibit C**.
 - iv. For any irrigation services not included in the Work, and only after receipt of written authorization by the District to proceed, a not to exceed price of **\$85 per hour for labor during business hours (7am-5pm)** and **\$110 per hour for labor during afterhours**.

- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include:
 - i. the District's name
 - ii. the Contractor's name
 - iii. the invoice date
 - iv. an invoice number
 - v. a reference to a proposal number if applicable
 - vi. the location
 - vii. Only for Other Services or Additional Services, a picture showing the completion of the services performed with the date and time stamped (for any services that may not be easily visible such as spraying—a picture showing the product in the area it was applied would be appropriate).
 - viii. descriptive enough to allow reader to understand services performed
 - ix. an itemized listing of all costs billed on the invoice with a description of each service
 - x. the time frame within which the services were provided
 - xi. the address or bank information to which payment is to be remitted.
 - xii. the Contractor will issue a credit on invoices for service dates that are missed and that were not made up.
- c. In the event services are not needed (dry times and mowing not needed on the frequency designated in the Landscape Service Specifications), inclement weather, or other conditions outside the control of the Contractor that cause certain services to not be necessary or to be missed the Contractor shall inform the District on a weekly basis and provide a written plan of performing other services on the property, making up the missed services on a later date, or issuing a credit on invoices.
- d. The District shall provide payment within 30 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- e. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.
- f. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
- g. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

13. Duties and Rights of Contractor. Contractor's duties and rights are as follows:

- a. *Responsibility for and Supervision of the Work:* Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.

- b. *Discipline, Employment, Uniforms:* Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. *Furnishing of Labor, Materials/Liens and Claims:* Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives any right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
- d. *Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- e. *Responsibility for Negligence of Employees and Subcontractors:* Contractor shall be fully responsible for all acts or omissions of its employees, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. *Safety Precautions and Programs:* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- g. *Monthly Maintenance Reports.* The Contractor has a duty to provide the District a monthly maintenance report, that highlights any significant work done in the previous month, and issues they encountered (including all prior work and history if a problem keeps occurring at the same location), and an update on any work on outstanding issues. This report must also include information and pictures of any issues with the irrigation system.

14. Indemnification.

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.
- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

15. Limitations on Governmental Liability. Contractor agrees that nothing herein will constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing.

16. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida. No changes are to be made to these specifications without prior written specific approval by the District.
 - i. Workers' Compensation: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. Commercial General Liability: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
 - iii. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
 - iv. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all

work performed under this Agreement.

- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

17. Subcontractors. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

18. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

19. No Third Party Beneficiaries. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right,

remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

20. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

21. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

22. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

23. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813.873.7300, OR BY EMAIL AT HEATHER.DILLEY@INFRAMARK.COM, OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FL 33607.

24. **Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
25. **Governing Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in the county the District is located in.
26. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
27. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
28. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
29. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
30. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
31. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
32. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

33. Notices. Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

To the District:

c/o Inframark
2005 Pan Am Circle
Suite 300
Tampa, FL 33607
Attn: Heather Dilley
Heather.Dilley@inframark.com

To Contractor:

5521 Baptist Church Rd
Tampa, FL 33610
Attn: Jay Grimaldi
JGrimaldi@sunriselandscape.com

34. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in the Landscape Service Specifications, the Landscape Service Specifications shall control. To the extent that any provisions of this Agreement conflict with the provisions in any other exhibit, the provisions in this Agreement shall control over provisions in such other exhibit.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

SR Landscaping, LLC

**Berry Bay
Community Development District**

Jay Grimaldi
General Manager

Chair of the Board of Supervisors

Exhibit A: Landscape Service Specifications
Exhibit B: Maintenance Map
Exhibit C: Relevant Parts of Contractor's Proposal

Exhibit A

Landscape Service Specifications

Berry Bay CDD in Hillsborough County, Florida.

Refer to phasing plan in construction documents for graphical definition of install/maintenance turnover by area attached as **Exhibit B**.

1. General Services (Performed on a Monthly Basis):

A. Mowing

All turf areas will be mowed weekly from March 15th to November 1st and every other week in the remainder of the year (40 full-service events) to maintain a neat and uniform appearance. Grass clippings will not be removed, and mulching style rotary mowers will be operated with care taken to limit the discharge of clippings to the plant bed areas. Excessive accumulations of clippings will be re-mowed to dissipate and improve final appearance. St. Augustine and Bahia turf areas will be mowed at a height of 4.5". Mowing during extended wet or dry periods will take place as site conditions dictate. Damage done by mowers will be leveled in a reasonable amount of time and fully repaired as soon as conditions improve. All damage caused by the Contractor will solely rest on Contractor to repair. Persistently wet areas that are prone to rutting will be avoided by mowers and reported to the Property Management team. Suspending mowing due to inclement weather will require approval from the Property management team.

B. Edging/Trimming

All turf edges along streets, sidewalks and any other hard surface areas will be edged each mowing service. Edges of planting beds and tree rings will be edged with every other mowing service to eliminate runners and provide a well-defined edge. Any runners that have established beyond the edge will be removed by hand during clean up. All turf areas not accessible by mowers that are adjacent to buildings, trees, fences, etc. will be mowed with string trimmers taking great caution not to scalp the turf. All lake edges will be either hand mowed, or string trimmed after each mowing event using caution to limit the number of clippings discharged into the bodies of water adjacent to said turf areas.

C. Weed Control

Plant beds will be kept reasonably free of broadleaf and grassy weeds. The use of herbicide treatments and hand removal will be completed monthly to effectively manage weed populations. Weed control will be done with the use of legally approved pre- and post-emergent herbicides as well as hand removal of all large weeds (4" or higher) that may look unsightly after said herbicide treatments. Any plants in neighboring areas that are affected by overspray that become damaged due to said treatment will be replaced within a timely fashion.

D. Insect Control

The Landscape vendor will provide treatments to control turf damaging pests using State regulated products as needed. Populations of damaging pests such as chinch bugs, lawn caterpillars, bill bugs, European crane flies, grubs and mole crickets will be included in said treatments. Fire ant mounds will be treated as detected but these treatments do not include the prevention of fire ant infestations. If preventative treatments are requested, they can be applied at an additional cost. The landscape vendor will accept the responsibility for the replacement of turf lost due to negligence with regard to insect control.

Exhibit A

Landscape Service Specifications

E. Debris Cleanup

All areas shall be inspected on the days of service to assess any excess debris which shall be removed from turf areas, common ground and lake edges. Clippings and other debris that may be generated by the landscape crews will be addressed on the day of service. Edging and overthrow debris will be removed off the high traffic areas (Amenity Center, Model Homes, Sales area) immediately after the debris is created. Clippings and additional debris produced by maintenance events will be blown off in a timely fashion within the day of service to reduce the time between mowing, edging and clean up.

F. Irrigation System:

Monthly wet checks will be included as a part of the landscape service. These checks will include examining each clock and rain sensor for proper programming and operation as well as cycling through each zone long enough to fully evaluate coverage and head operation. Making minor adjustments to heads for areas lacking coverage and cleaning any filters associated with said system. All wet checks will be documented and provided to the property manager on the first business day of each month for the month prior. Controllers will be programmed with watering schedules approved by management that conform with all governmental utility restrictions to provide quantities and frequencies consistent with seasonal requirements in order to maintain healthy moisture levels in plant and turf beds. The Contractor will reprogram each clock manually whenever necessary to adjust run times and run days seasonally to conform to restrictions imposed by governmental agencies as a part of the base maintenance service. Any damages to the irrigation system caused by Contractor negligence while carrying out maintenance operations shall be repaired as soon as it is recognized with no charge to the District. Faulty equipment, filter or nozzle replacement, head-raising or relocation or accidental damage shall be repaired with comparable parts at an additional expense.

Contractor shall perform all repairs up to a 2' pipe size on the irrigation system, included, but not limited to, repairs to the irrigation, lines, valves, sprinkler heads, and controllers.

G. Well Water System:

Currently there are 4 wells on the property.

Contractor will inspect the wells and the usage of well water on a regular basis when they are servicing the property. Contractor will develop, maintain, implement, and revise (as needed), a water usage plan for the District that includes a leak detection and repair program with a system wide inspection at least once per year. Contractor will ensure the use of well water complies with the water use permits. Contractor will submit a monthly meter usage report of the prior month's water usage by the 5th day of the subsequent month on the local water management district's electronic portal or in another format acceptable to such local water management district, and submit a copy to the District. Contractor will be responsible for any over usage fines or permit compliance issues or costs.

Exhibit A

Landscape Service Specifications

2. Other Services (Performed Per the Schedule or on an As-Need Basis):

A. Fertilization

St. Augustine turf areas will be fertilized five times a year with a complete granular fertilizer at a minimum rate of one pound of Nitrogen per 1,000 square feet. Each application will consist of a minimum of 50% water soluble Nitrogen and, Sulfate of Potash with Micro-Nutrients. Timing of these applications will start in February, then March, late May, early October and December.

All new lawns will be fertilized immediately after the common area turnover process has been documented with the District.

Trees, shrubs and ground cover plant material will be fertilized immediately after the turnover process for maintenance, then four times per year for the first year and twice a year for the years following to assist with optimal plant health. New palms, (excluding Sabals) will be fertilized four times for the first year then twice per year thereafter with a fertilization mixture designed for palms.

Prior to fertilization each month, the Contractor shall notify the designated representative to observe application to ensure quantities and areas applied meet specifications in this document. Alternatively, with written permission from District, the Contractor will be allowed to send photos of the application process and staging of materials on site.

B. Disease Control

Controlling disease in turf will begin with maintaining proper fertilization rates, mowing and water management. If diseased areas shall arise, the Contractor will use fungicide treatments to slow the progression of the disease. Prevention of said disease is not a part of this Contract but can be provided at an additional cost. Timely response and treatment of disease is part of this contract. The landscape vendor will accept the responsibility for the replacement of turf lost due to negligence with regard to disease control.

Landscape beds, trees and palms will be monitored on an as needed basis to be treated with the appropriate pesticides necessary to control and damaging levels of disease and insect activity.

C. Horticultural Program

Application Dates – Treatments – Description Turf Management

- 1. March – Granular Fertilization - 25-0-12 100% poly covered*
- 2. May – Granular Fertilization - 25-0-12 100% poly covered*
- 3. September – Liquid Chinch Control ~~Aloft~~*
- 4. October – Granular Fertilization 25-0-12 100% poly covered*
- 5. December – Granular Fertilization 24-0-11 w/ Pre-emergent herbicide*

*Granular applications will be distributed at a rate of 1lb of Nitrogen per 1,000 square feet.

Exhibit A

Landscape Service Specifications

Other Applications:

As needed - Liquid weed control – to manage broadleaf weeds and invasive weeds

As needed – Liquid weed control – Sedge and Torpedo grass

As needed- *Liquid Fertilization* - Chinch Control FE Foliar/Arena

Application Dates – Treatments – Description Ornamental program

1. March – Granular Fertilization - 8-10-10, control release 70%
2. May – Granular Fertilization- 8-10-10, control release 70%
3. June – Liquid Pre-Emergent Weed Control – Pre - M
4. October – Liquid Pre-Emergent Weed Control - Pre-M
5. November – Granular Fertilization- 8-10-10, control release 70%

*All newly turned over common areas will immediately be fertilized. Refer to above section for District's notification of monthly application. As needed – Liquid Scale and insect control, Liquid Spider Mite Control, Liquid General Disease control.

Exhibit A

Landscape Service Specifications

3. Optional Services (*Performed After Additional Work Order Authorization by the District*):

A. Control Of Imported Pests

Phoenix Palm species will receive quarterly injections of Oxytetracycline to prevent any onset of Texas Phoenix Palm Decline or Lethal bronzing upon approval at an additional cost. Other imported species such as Italian Cypress will be treated quarterly as well to prevent mites and other damaging pests that may cause decline. Soil born disease and pests such as Ganoderma, the Landscape Vendor will recommend the most cost-effective methods for mitigation. Within these recommendations such items may include but not be limited to plant replacement or aggressive treatment schedules that may require an additional cost. These methods will be discussed with the property management team prior to completion.

Bed areas shall be inspected and detailed a minimum of 10 times per year to address site specific plant pruning needs. During this service, weeding will be addressed as well regarding large weeds that may have originated within the plant during early stages of development. Newer plant material will be topped in order to promote a denser growth pattern as it matures to the desired height for the neighborhood standard. Flowering shrubs will be cut back only one time per year to maximize aesthetics.

Ornamental grasses will be cut back as needed to manage overgrowth with a minimum of two pruning applications per year (Muhly Grass to be cut back only once per year to maximize blooms). Pruning needed with regards to storm damage, disease, or winterkill will be addressed on an as needed basis at an additional cost to the client which will need approval from the property management staff. Buffer areas and/or native grasses intended to manage flow ways or mitigation areas will be cut back on the turf side to maintain a clean edge with the rest of the plant bed areas.

B. Staking And Guying

All newly planted trees with existing stakes and guides will be kept adjusted for a minimum of one year including the hurricane season from June through November. Leaning trees will be straightened at no additional expense to the District. When a tree has been deemed to attain substantial root development, the removal of the stakes and guides will be discussed with the client at an additional cost. Damaged or missing tree bracing will be fixed/replaced for a consistent appearance in common areas.

C. Mulch Replenishment:

Mulch beds will be replenished annually to maintain a uniform layer of mulch between 2” and 3”. Special care will be taken to keep mulch away from the base of trees and palms to avoid excessive accumulations of mulch around ornamentals that could be damaging to plants.

D. Seasonal Color:

Annual flowers can be installed four (4) times per year at specific times and with varieties that have been deemed to do well in the area. Varieties will be determined and approved in writing by Management each season. Additional fertilization, dead heading, and increased irrigation monitoring to ensure optimum appearance will be provided at no additional cost to the District. All plant material will be warrantied fully for the duration of the season except for damage from extreme weather conditions or unexpected irrigation system failure.

Exhibit A

Landscape Service Specifications

E. Pruning

Trees up to a height of 20' will be pruned as needed to keep said species off walls and rooftops as well as to eliminate branches or foliage which may hinder pedestrian traffic through residential or common area walkways. Sucker growth will be removed immediately upon recognition.

Palm trees will be pruned as needed in accordance with ANSI Z-300 standards also to remove dead fronds and exhausted seed pods. Loose boots will be removed to keep a consistently groomed appearance year-round.

Exhibit A

Landscape Service Specifications

Function Frequency Chart

Turf & Bed Maintenance	As Needed	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mow		2	2	3	4	5	4	4	5	4	3	2	2
Trim		1	1	1	1	1	1	1	1	1	1	1	1
Weed		1	1	1	1	1	1	1	1	1	1	1	1
Pre-emergent Weed Control				1			1						
Post-emergent Weed Control		2	2	2	4	5	4	4	5	4	4	2	2
Disease Control	X												
Misc. Maintenance	As Needed	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Policing & Debris Clean-up		2	2	3	4	5	4	4	5	4	3	2	2
Irrigation Service	As Needed	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Check & Adjust		1	1	1	1	1	1	1	1	1	1	1	1
Complete Agro Plan	As Needed	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
St Augustine Turf				1		1			1			1	
Bahia Turf				1					1			1	
Shrubs & Ground Cover			1			1				1			
Palm Pruning	As Needed	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Palm Pruning			1										
Bud Drenching	As Needed	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Medjool Date Palms			1			1			1			1	
Seasonal Color (1758 per rotation)	As Needed	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Annuals			1			1			1			1	

Yellowstone					
Name of Document	Date	Cost	Map	Services Included	Add on-Services
Landscape Management Agreement	April 1, 2022	\$ 68,100	Map shows Ponds 1-20 and portion of Pond 3 in Red	Mowing and Clean Up Only (36 visits)	
Amendment 1	August 1, 2022	\$ 6,867	Map shows portion of Collector and Extra Pond	Mowing, Pruning, Irrigation, Fert, Pest, Weed Control, Disease Control (various visits. Mowing 42 for St. Augustine and 36 for Bahia)	Mulch, Palm Trimming, Annuals
Amendment 2	August 18, 2022	\$ 655	Map shows Portion on 301	Not descriptive. Seems to only be mowing	
Total		\$ 75,622			

Sunrise Proposal Dated 3.10.23			
Services	Cost	Add On Services	Cost
Maintenance (42 Visits)	\$ 71,946	Mulch/yard	\$ 65.00
Irrigation Inspection	\$ 10,260	Seasonal Color/ Price per flower	\$ 2.95
Irrigation Repairs	\$ 17,904	Irrigation/ business hours	\$ 85.00
Hort and Pest	\$ 14,400	irrigation/afterhours	\$ 110.00
Pond Maintenance (32 visits)	\$ 37,696	Palm Pruning/per palm	\$ 65.00
Total Annual	\$ 152,206	OTC Palm Injections	\$ 35.00
Total Excluding Hort/Pest	\$ 137,806		
Regular Montly Invoice	\$ 11,483.83		