BERRY BAY
COMMUNITY DEVELOPMENT
DISTRICT

AUGUST 07, 2025

AGENDA PACKAGE

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

2005 PAN AM CIRCLE, SUITE 300
TAMPA. FL 33067

Berry Bay
Community Development District

Board of Supervisors
Carlos de la Ossa, Chair
Nicholas Dister, Vice-Chairman
Ryan Motko, Assistant Secretary
Kelly Evans, Assistant Secretary
Chloe Firebaugh, Assistant Secretary

District Staff
Jayna Cooper, District Manager
John Vericker, District Counsel
Tonja Stewart, District Engineer

Regular Meeting Agenda

Thursday, August 07, 2025 at 2:00 p.m.

The Public Hearing and Regular Meeting of the **Berry Bay Community Development District** will be held **August 07, 2025 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:

Join the meeting now

Meeting ID: 263 935 216 491 **Passcode:** Sd7Lo6KB

Dial-in by phone +1 646-838-1601 **Pin:** 151 133 964#

THE PUBLIC HEARING & REGULAR MEETING OF BOARD OF SUPERVISORS

1. **CALL TO ORDER/ROLL CALL**
2. **PUBLIC COMMENTS**

   (Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)
3. **PUBLIC HEARING ON ADOPTING FY 2026 FINAL BUDGET**

   A. Open Public Hearing on Adopting FY 2026 Final Budget

   B. Discussion on Fiscal Year 2026 Budget

   C. Close Public Hearing on Adopting FY 2026 Final Budget

   D. Consideration of Resolution 2025-11; Adopting the FY 2026 Budget

   E. Consideration of Resolution 2025-12; Levying O&M Assessments
4. **BUSINESS ITEMS**

   A. Discussion of Landscaping RFP

   1. ASI Landscapes – A Yardnique Company
   2. BrightView Landscape Services
   3. Down to Earth
   4. Fieldstone
   5. Juniper Landscaping
   6. Red Tree Landscape Systems
   7. United Land Services
   8. Russell Landscape
   9. Sunrise Landscape
   10. Pine Lake

B. Consideration of Resolution 2025-13; Adopting Non-Resident Member User Fees for Amenities

C. Consideration of Resolution 2025-14, Setting the FY 2026 Meeting Schedule

D. General Consulting Change Order

5. CONSENT AGENDA

A. Approval of Minutes of the July 10, 2025, Regular Meeting

B. Consideration of Operation and Maintenance June2025

C. Acceptance of the Financials and Approval of the Check Register for June 2025

D. Ratification of Sunrise Landscape Proposal – New Pond Mowing Initial Cut ($2,600.00)

6. STAFF REPORTS

A. District Counsel

B. District Engineer

C. District Manager

i. Field Inspections Report

7. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

8. ADJOURNMENT

RESOLUTION 2025-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BERRY BAY COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted, prior to June 15th, to the Board of Supervisors ("**Board**") of the Berry Bay Community Development District ("**District**") a proposed budget for the next ensuing budget year ("**Proposed Budget**"), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

WHEREAS, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District at least 60 days prior to the adoption of the Proposed Budget pursuant to the provisions of Section 190.008(2)(b), Florida Statutes;

WHEREAS, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

WHEREAS, the Board is required to adopt a resolution approving a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Budget

a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's records office, and hereby approves certain amendments thereto, as shown below.

b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2024-2025 and/or revised projections for fiscal year 2025-2026.

c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's records office and identified as "The Budget for the Berry

Bay Community Development District for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026."

d. The final adopted budget shall be posted by the District Manager on the District's website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

Section 2. Appropriations. There is hereby appropriated out of the revenues of the District (the sources of the revenues will be provided for in a separate resolution), for the fiscal year beginning October 1, 2025, and ending September 30, 2026, the sum of $_____, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

Total General Fund	$_____
Total Reserve Fund [if Applicable]	$_____
Total Debt Service Funds	$_____
Total All Funds*	**$_____**

*Not inclusive of any collection costs or early payment discounts.

Section 3. Budget Amendments. Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed $10,000 or 10% of the original appropriation.

c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraph c. above are posted on the District's website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

Section 4. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on August 7, 2025.

Attested By:	**Berry Bay** **Community Development District**
_____ Print Name:_____ ☐Secretary/☐Assistant Secretary	_____ Carlos de la Ossa Chair of the Board of Supervisors

Exhibit A: FY 2025-2026 Adopted Budget

Berry Bay

Community Development District

Annual Operating and Debt Service Budget

Fiscal Year 2026

Prepared by:

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Summary of Revenues, Expenditures and Changes in Fund Balances
General Fund
Fiscal Year 2026 Budget

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2025	ANNUAL BUDGET FY 2026
REVENUES		
Operations & Maintenance Assmts - On Roll	$ 778,872	$ 972,764
Special Assmnts- CDD Collected	$ 322,203	$ 549,249
TOTAL REVENUES	**$ 1,101,075**	**$ 1,522,013**
EXPENDITURES		
Financial and Administrative		
Supervisor Fees	$ 12,000	$ 12,000
Onsite Staff	$ 70,000	$ 70,000
District Management	$ 36,000	$ 36,000
Field Management	$ 12,000	$ 12,000
Accounting Services	$ 12,000	$ 18,000
Website Admin Services	$ 1,500	$ 1,500
District Engineer	$ 5,000	$ 12,000
District Counsel	$ 10,000	$ 15,000
Trustees Fees	$ 4,100	$ 4,100
Auditing Services	$ 4,900	$ 5,000
Postage, Phone, Faxes, Copies	$ 250	$ 250
Mailings	$ 2,500	$ 2,500
Legal Advertising	$ 2,500	$ 2,500
Bank Fees	$ 250	$ 250
Dues, Licenses & Fees	$ 500	$ 500
Onsite Office Supplies	$ 200	$ 250
Website ADA Compliance	$ 1,500	$ 1,500
Disclosure Report	$ 11,400	$ 11,400
Total Financial and Administrative	**$ 186,600**	**$ 204,750**
Insurance		
General Liability	$ 3,483	$ 3,812
Public Officials Insurance	$ 2,851	$ 3,620
Property & Casualty Insurance	$ 36,841	$ 33,411
Deductible	$ -	$ 2,500
Total Insurance	**$ 43,175**	**$ 43,343**

Summary of Revenues, Expenditures and Changes in Fund Balances
General Fund
Fiscal Year 2026 Budget

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2025	ANNUAL BUDGET FY 2026
Utility Services		
Electric Utility Services	$ 40,000	$ 40,000
Street Lights	$ 172,759	$ 200,100
Amenity Internet	$ 1,200	$ 1,200
Water/Waste	$ 3,000	$ 3,000
Total Utility Services	**$ 216,959**	**$ 244,300**
Amenity		
Pool Monitor	$ 12,000	$ 12,000
Janitorial - Contract	$ 18,000	$ 10,020
Janitorial - Supplies/Other	$ 1,500	$ 1,500
Garbage Dumpster - Rental/Collection	$ 3,000	$ 3,000
Amenity Pest Control	$ 1,800	$ 1,800
Amenity R&M	$ 10,000	$ 10,000
Amenity Camera R&M	$ 2,000	$ 2,000
Amenity Furniture R&M	$ 5,000	$ 5,000
Access Control R&M	$ 5,000	$ 5,000
Dog Waste Station Service and Supplies	$ 4,000	$ 4,200
Entrance Monuments, Gates, Walls R&M	$ 10,000	$ 15,000
Sidewalk, Pavement, Signage R&M	$ 2,000	$ 2,000
Pool Maintenance - Contract	$ 24,000	$ 24,000
Pool Treatments & Other R&M	$ 3,000	$ 3,500
Security Monitoring Services	$ 6,000	$ 6,000
MISC Contigency	$ 10,000	$ 15,000
Community Events	$ 10,000	$ 15,000
Holiday Decorations	$ 10,000	$ 10,000
Total Amenity	***$ 137,300***	***$ 145,020***

Summary of Revenues, Expenditures and Changes in Fund Balances
General Fund
Fiscal Year 2026 Budget

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2025	ANNUAL BUDGET FY 2026
Landscape and Pond Maintenace		
Landscape Maintenance - Contract	$ 342,541	$ 450,000
Landscaping - R&M	$ 7,000	$ -
Landscaping - Mulch	$ 35,000	$ 35,000
Landscaping - Annuals	$ 18,000	$ 18,000
Landscaping - Plant Replacement Program	$ 30,000	$ 47,000
Tree Trimming	$ 10,000	$ 10,000
Irrigation Maintenance	$ 30,000	$ 30,000
Aquatics - Contract	$ 28,000	$ 33,600
Aquatics - Plant Replacement	$ 5,000	$ 5,000
Waterway Management Program	$ 2,500	$ 5,000
Debris Cleanup	$ 9,000	$ 15,000
Wildlife Control	$ -	$ 9,000
Total Landscape and Pond Maintenance	***$ 517,041***	***$ 884,600***
TOTAL EXPENDITURES	**$ 1,101,075**	**$ 1,522,013**
Excess (deficiency) of revenues	$ -	$ -
Net change in fund balance	$ -	$ -
FUND BALANCE, BEGINNING	$ 370,982	$ 666,168
FUND BALANCE, ENDING	**$ 370,982**	**$ 666,168**

Assessment Summary
Fiscal Year 2026 vs. Fiscal Year 2025

ASSESSMENT ALLOCATION

Assessment Area One- Series 2021

		O&M Assessment				Debt Service Series 2021				Total Assessments per Unit			Units
Product	Units	FY 2026	FY 2025	Dollar Change	Percent Change	FY 2026	FY 2025	Percent Change	Change	FY 2026	FY 2025	Dollar Change	
SF 40'	144	$ 1,247.19	$ 998.60	$ 248.59	25%	$ 1,276.18	$ 1,276.18	0%	$ -	$ 2,523.37	$ 2,274.78	$ 248.59	144
SF 50'	371	$ 1,558.99	$ 1,248.25	$ 310.74	25%	$ 1,595.23	$ 1,595.23	0%	$ -	$ 3,154.22	$ 2,843.48	$ 310.74	371
SF 60'	148	$ 1,870.78	$ 1,497.90	$ 372.88	25%	$ 1,914.27	$ 1,914.27	0%	$ -	$ 3,785.05	$ 3,412.17	$ 372.88	148
	663												**663**

Assessment Area Two- Series 2023

		O&M Assessment				Debt Service Series 2023				Total Assessments per Unit			Units
Product	Units	FY 2026	FY 2025	Dollar Change	Percent Change	FY 2026	FY 2025	Percent Change	Change	FY 2026	FY 2025	Dollar Change	
SF 40'	190	$ 1,247.19	$ 998.60	$ 248.59	25%	$ 1,382.51	$ 1,382.51	0%	$ -	$ 2,629.70	$ 2,381.11	$ 248.59	190
SF 50'	83	$ 1,558.99	$ 1,248.25	$ 310.74	25%	$ 1,728.14	$ 1,728.14	0%	$ -	$ 3,287.13	$ 2,976.39	$ 310.74	83
SF 60'	33	$ 1,870.78	$ 1,497.90	$ 372.88	25%	$ 2,073.77	$ 2,073.77	0%	$ -	$ 3,944.55	$ 3,571.67	$ 372.88	33
	306												**306**

Assessment Area Three- Series 2024

		O&M Assessment				Debt Service Series 2024			Total Assessments per Unit			Units
Product	Units	FY 2026	FY 2025	Dollar Change	Percent Change	FY 2026	FY 2025	Percent Change	FY 2026	FY 2025	Dollar Change	
SF 50'	63	$ 1,558.99	$ 1,248.25	$ 310.74	25%	$ 1,625.00	$ 1,625.00	0%	$ 3,183.99	$ 2,873.25	$ 310.74	63
SF 60'	31	$ 1,870.78	$ 1,497.90	$ 372.88	25%	$ 1,950.00	$ 1,950.00	0%	$ 3,820.78	$ 3,447.90	$ 372.88	31
	94											**94**

RESOLUTION 2025-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BERRY BAY COMMUNITY DEVELOPMENT DISTRICT IMPOSING ANNUALLY RECURRING OPERATIONS AND MAINTENANCE NON-AD VALOREM SPECIAL ASSESSMENTS; PROVIDING FOR COLLECTION AND ENFORCEMENT OF ALL DISTRICT SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENT OF THE ASSESSMENT ROLL; PROVIDING FOR CHALLENGES AND PROCEDURAL IRREGULARITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Berry Bay Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is located in Hillsborough County, Florida ("**County**");

WHEREAS, the Board of Supervisors of the District ("**Board**") hereby determines to undertake various activities described in the District's adopted budget for fiscal year 2025-2026 attached hereto as **Exhibit A** ("**FY 2025-2026 Budget**") and incorporated as a material part of this Resolution by this reference;

WHEREAS, the District must obtain sufficient funds to provide for the activities described in the FY 2025-2026 Budget;

WHEREAS, the provision of the activities described in the FY 2025-2026 Budget is a benefit to lands within the District;

WHEREAS, the District may impose non-ad valorem special assessments on benefited lands within the District pursuant to Chapter 190, Florida Statutes;

WHEREAS, such special assessments may be placed on the County tax roll and collected by the local Tax Collector ("**Uniform Method**") pursuant to Chapters 190 and 197, Florida Statutes;

WHEREAS, the District has, by resolution and public notice, previously evidenced its intention to utilize the Uniform Method;

WHEREAS, the District has approved an agreement with the County Property Appraiser ("**Property Appraiser**") and County Tax Collector ("**Tax Collector**") to provide for the collection of special assessments under the Uniform Method;

WHEREAS, it is in the best interests of the District to proceed with the imposition, levy, and collection of the annually recurring operations and maintenance non-ad valorem special assessments on all assessable lands in the amount contained for each parcel's portion of the FY 2025-2026 Budget ("**O&M Assessments**");

WHEREAS, the Board desires to collect the annual installment for the previously levied debt service non-ad valorem special assessments ("**Debt Assessments**") in the amounts shown in the FY 2025-2026 Budget;

WHEREAS, the District adopted an assessment roll as maintained in the office of the District Manager, available for review, and incorporated as a material part of this Resolution by this reference ("**Assessment Roll**");

WHEREAS, it is in the best interests of the District to certify a portion of the Assessment Roll on the parcels designated in the Assessment Roll to the Tax Collector pursuant to the Uniform Method and to directly collect a portion of the Assessment Roll on the parcels designated in the Assessment Roll through the direct collection method pursuant to Chapter 190, Florida Statutes; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, including the property certified to the Tax Collector by this Resolution, as the Property Appraiser updates the property roll, for such time as authorized by Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. Benefit from Activities and O&M Assessments. The provision of the activities described in the FY 2025-2026 Budget confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the O&M Assessments allocated to such lands. The allocation of the expenses of the activities to the specially benefited lands is shown in the FY 2025-2026 Budget and in the Assessment Roll.

Section 2. O&M Assessments Imposition. Pursuant to Chapter 190, Florida Statutes and procedures authorized by Florida law for the levy and collection of special assessments, the O&M Assessments are hereby imposed and levied on benefited lands within the District in accordance with the FY 2025-2026 Budget and Assessment Roll. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

Section 3. Collection and Enforcement of District Assessments.

a. **Uniform Method for certain Debt Assessments and certain O&M Assessments.** The collection of the Debt Assessments and O&M Assessments on certain lands designated for collection using the Uniform Method as described in the Assessment Roll, shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method**.** All assessments collected by the Tax Collector shall be due, payable, and enforced pursuant to Chapter 197, Florida Statutes.

b. **Direct Bill for Certain Debt Assessments.**
   i. The Debt Assessments on undeveloped and unplatted lands will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll**.**
   ii. Debt Assessments directly collected by the District are due in full on December 1, 2025; provided, however, that, to the extent permitted by law, the Debt

Assessments due may be paid in several partial, deferred payments and according to the following schedule:

1. 50% due no later than December 1, 2025
2. 25% due no later than February 1, 2026
3. 25% due no later than May 1, 2026

iii. In the event that a Debt Assessment payment is not made in accordance with the schedule stated above, the whole Debt Assessment – including any remaining partial or deferred payments for Fiscal Year 2025-2026 as well as any future installments of the Debt Assessment – shall immediately become due and payable. Such Debt Assessment shall accrue interest (at the applicable rate of any bonds or other debt instruments secured by the Debt Assessment), statutory penalties in the amount of 1% per month, and all costs of collection and enforcement. Such Debt Assessment shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement.

iv. In the event a Debt Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes or other applicable law to collect and enforce the whole assessment, as set forth herein.

c. **Direct Bill for Certain O&M Assessments.**

i. The O&M Assessments on certain lands (as designated for direct collection in the Assessment Roll) will be collected directly by the District in accordance with Florida law, as set forth in the Assessment Roll.

ii. O&M Assessments directly collected by the District are due in full on December 1, 2025; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule:

1. 50% due no later than December 1, 2025
2. 25% due no later than February 1, 2026
3. 25% due no later than April 1, 2026

iii. In the event that an O&M Assessment payment is not made in accordance with the schedule stated above, the whole O&M Assessment may immediately become due and payable. Such O&M Assessment shall accrue statutory penalties in the amount of 1% per month and all costs of collection and enforcement. Such O&M Assessment shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties and costs of collection and enforcement.

d. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

Section 4. Certification of Assessment Roll. The Assessment Roll is hereby certified and authorized to be transmitted to the Tax Collector.

Section 5. Assessment Roll Amendment. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

Section 6. Assessment Challenges. The adoption of this Resolution shall be the final determination of all issues related to the O&M Assessments as it relates to property owners whose benefited property is subject to the O&M Assessments (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment, the maximum rate of the O&M Assessments, and the levy, collection, and lien of the O&M Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 30 days from adoption date of this Resolution.

Section 7. Procedural Irregularities. Any informality or irregularity in the proceedings in connection with the levy of the O&M Assessments shall not affect the validity of the same after the adoption of this Resolution, and any O&M Assessments as finally approved shall be competent and sufficient evidence that such O&M Assessment was duly levied, that the O&M Assessment was duly made and adopted, and that all other proceedings adequate to such O&M Assessment were duly had, taken, and performed as required.

Section 8. Severability. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

Section 9. Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on August 7, 2025.

Attested By:	**Berry Bay Community Development District**
_____	_____
Print Name:_____	Carlos de la Ossa
☐Secretary/☐Assistant Secretary	Chair of the Board of Supervisors

Exhibit A: FY 2025-2026 Budget

asi landscapes
A Yardnique Company

Berry Bay CDD - Request for Proposals
Landscape Maintenance & Irrigation Services

Property Boundaries and Measurements

Welcome Letter

We are delighted to present this contract for the landscape management of your property and to partner with you to provide quality services.

ASI Landscapes, a Yardnique Company , is continuously expanding our area of service and we see this as an opportunity to nurture a long-term relationship with you. As we grow, we sincerely hope you will grow with us. We have been entrusted with some of the most prestigious properties and communities. Rest assured, we are fully equipped to care for every aspect of your landscape, and you will witness a remarkable difference.

Effective communication is a cornerstone of our success, and we place significant value on our weekly visits, monthly walks, and consistent communication. These elements are crucial in delivering excellent service, as you have entrusted us to provide quality service in a timely manner while being in constant communication with you and your team. We are passionate about delivering excellent services and communication.

This unwavering dedication ensures that your property preserves its luminosity, attractiveness, and stands out for its unparalleled quality compared to others. We will provide you with opportunities to enhance and improve your landscape through proposals that drive a return on your investment and makes a significant impact for your property. We partner with you to maintain your outdoor environment and look forward to building a partnership with you.

We are excited to demonstrate the difference our services can make and look forward to the opportunity to work with you and create a thriving landscape together!

Sincerely,

Neil McFadyen
Business Developer
neil.mcfadyen@yardnique.com
7276101483

asi landscapes
A Yardnique Company

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES
REQUEST FOR PROPOSALS

BID PROPOSAL FORM

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance and Irrigation **$** 229,498.00

Storm Cleanup $ 95.00 /hr.

Freeze Protection (description of ability) Use of frost blankets, or burlap for sensitive plant coverage. Increase water supply prior to freeze to act as an insulator.

$ 2080.0 /application **(Contractor to identify those plants susceptible to freeze and estimate cost to cover per application)**

Hand Watering

$ 65.00 /hr. for employee with hand-held hose

$ 125.00 /hr. for water truck/tanker

These prices are informational only and NOT to be included in General Landscape Maintenance Cost

PART 2

Fertilization (All labor and materials) **$** 39,018.00 **Yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	Complete fert. + pre-em.	1	300	$4,066.00
March	24-0-10 slow release + prem	1	300	$4,066.00
April	21-0-10 slow release + insect	1	300	$4,066.00
May	21-0-10 slow release + insect	1	300	$4,066.00
October	10-0-20 slow release + micros	1	300	$4,066.00
November	24-0-11 slow release + micros	1	300	$4,066.00

PASPALUM (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
N/A	N/A	N/A	N/A	N/A

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	Soil test + prem	1	150	$780.00
March	Micronutrients w/ iron sulf.	1	150	$780.00
April	Potassium 0-0-22 w/ microntrients	1	150	$780.00
May	Micronutrients w/ iron sulf.	1	150	$780.00
October	Potassium 0-0-22 w/ microntrients	1	150	$780.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	12-4-12 or 15-5-10 w/ micronutrients	4	400	$2,706.00
May	16-4-8 or 8-2-12 slow release	4	400	$2,706.00
October	8-0-16 or 8-0-24 w/ micronutrients	4	400	$2,706.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8N-2P205-12K20+4MG	1.5	135	$651.00
May	8N-2P205-12K20+4MG	1.5	135	$651.00
October	8N-2P205-12K20+4MG	1.5	135	$651.00
December	8N-2P205-12K20+4MG	1.5	135	$651.00

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
N/A	N/A	N/A	N/A	N/A

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$** 2,400.00 **Yr.**
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ N/A /Yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
N/A	N/A	N/A	N/A	N/A

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Highlighted Landscaped Areas Designated as Parks and clubhouse as described in Scope of Services. $ 1,500.00 / Yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$** 26,064.00 **/Yr.**

Freeze Protection (description of ability) Shut off main water supply
Open all manual drain valves to release water from system.
Automatic drains need to be inspected and allow water to exit.
Backflow prevention devices to be drained and insulated in unable to remove.

$ 950.00 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 125.00 /HR. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

675 CY Medium Pine Bark Mulch per specs for top-dressing at $ $65.00 /CY

Installation of Pine Bark Mulch (medium) (All labor and materials) $ $43,875.00 /Yr.
(do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

PART 6

Annual Installation (All labor and materials)
The District reserves the right to subcontract any annual installation event to an outside vendor

Contractor shall install approximately 6500 (4" pots) annuals up to four (4) times per year per specs at the direction of the District at $ 2.75 /annual

$ 17,875.00 /rotation

$ 71,500.00 /Yr. **(if all rotations are performed - do not include in Grand Total)**

The above referenced numbers are based on the request for 6500/4 times per year. It has not been determined that this amount of annuals will be needed on the property at the time of request or installation.

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 296,980.00 /Yr.

FIRST ANNUAL RENEWAL	$ 296,980.00 /Yr.
SECOND ANNUAL RENEWAL	$ 311,829.00 /Yr.
THIRD ANNUAL RENEWAL	$ 311,829.00 /Yr.

Contractor/Firm Name ASI Landscapes, a Yardnique Company

Firm Address 9702 Harney Road

City/State/Zip Thonotosassa, FL 33592

Phone Number 813-948-3938 Fax Number 813-948-7487

Name and Title of Representative Neil McFadyen, Business Developer
(Please Print)

Representative's Signature Neil McFadyen

Date 06/16/2025

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. N/A 2. N/A 3. N/A 4. N/A 5. N/A

Dated this 16TH day of June, 2024

COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: ASI Landscapes, a Yardnique Company DATE: 06/16/2025

All equipment is located at our main office for the Tampa Gulf Region at 9072 Harney Road, Thonotasassa, FL 33592

The following is a list of equipment owned by ASI that may be used in accordance with the proposed scope of services.

Type of Equipment	Quantity Available
Light duty trucks	55
Super Duty trucks	40
F-450 or larger trucks	12
Maintenance trailers (open and enclosed)	45
Heavy duty trailer	13
Tow behind turbine blower	6
Irrigation trucks	20
Spray trucks	12
Spray Cart	9
Additional utility carts	18
Ride-on spreader	11
4x4 tree lift	4
Stump grinder	3
Batwing mower	4
72" mower	12
60" riding mower	35
Walk behind mower	40
Ditch Witch trencher	6
Skid steers	6
Field Equipment	
Edgers	750 +/- pieces total
Line Trimmers	
Blowers	
Gas shears	
Back pack sprayers	

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL
LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

EVALUATION CRITERIA

1. Personnel **(25 Points Possible) (_____ Points Awarded)**

(E.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Joe Chiellini	32	Vice President/Florida	Oversees FL Operations
2. Joseph Amarosa	22	District Manager/Operations	Mgt. Oversight Gulf Region
3. Dominick Portoghese	40	Director of Business Development	Mgt. Oversight Florida Sales
4. Robert Tabone	20	Agronomy Manager/CPO	Mgt. Oversight Gulf Region
5. Johnny Rodriguez	15	Irrigation Manager/Licensed	Mgt. Oversight Gulf Region

Proposed Staffing Levels

Landscape Maintenance and Irrigation staff will always include, at a minimum; 4 laborers, 1 Supervisors, and 2 Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc.) Staffing model is based on a dedicated Team 5 days per week servicing the property.

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Jonathan Franco	10	Branch Manager/BMP FNGLA	Operations Management
2. Johannes Maceira	5	Acct. Manager/BMP FNGLA	Relations Management
3. Alex Cotte	6	Prod. Manager/BMP FNGLA	Operations/Production Oversight
4. Greg Funk	10	Agronomy/CPO	Agronomy Treatment Mgmt.
John Hendricks	10	Irrigation Technician	System Inspection and Repair

2. Experience **(25 Points Possible) (_____ Points Awarded)**

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, etc.)

1 Project Name/Location: Fishhawk Ranch CDD

Contact: Mr. Eric Dailey Contact Phone: 813-575-1355

Project Type/Description: Full Service Maintenance

Dollar Amount of Contract: $1.4M

Your Company's Detailed Scope of Services for Project: Includes monthly irrigation and agronomy services for community, sub-association entryways, perimeter grounds, roadways, parks, ponds, trails.

Duration of Contract: START DATE: 2024 END DATE: current

2 Project Name/Location: Medley at Mirada Community HOA

Contact: Danielle Enyeart Contact Phone: 813-642-1121

Project Type/Description: Full Service Maintenance

Dollar Amount of Contract: $1.1M

Your Company's Detailed Scope of Services for Project: Maintenance free community of homes, parks, common area, and amenity center. Includes irrigation and agronomy services

Duration of Contract: START DATE: 2022 END DATE: current

3 Project Name/Location: Angeline Community HOA

Contact: Danielle Enyeart Contact Phone: 813-642-1121

Project Type/Description: Full Service Maintenance

Dollar Amount of Contract: $750,000.00

Your Company's Detailed Scope of Services for Project: Maintenance free community for homes parks, common area, and amenity center. Includes irrigation and agronomy services.

Duration of Contract: START DATE 2022 END DATE current

4. Project Name/Location: Spring Lake CDD

Contact: Eric Dailey Contact Phone 813-575-1955

Project Type/Description: Full Service Maintenance

Dollar Amount of Contract: $225,000.00

Your Company's Detailed Scope of Services for Project: Includes monthly irrigation and agronomy services for community, sub-association entryways, perimeter grounds, roadways, parks, ponds, trails

Duration of Contract: START DATE 2023 END DATE current

5. Project Name/Location: Water's Edge HOA/CDD

Contact: Rocco Lervasi Contact Phone 813-433-2040

Project Type/Description: Full Service Maintenance

Dollar Amount of Contract: $300,000.00

Your Company's Detailed Scope of Services for Project: Includes monthly irrigation and agronomy services for community, sub-association entryways, perimeter grounds, roadways, parks, ponds, trails.

Duration of Contract: START DATE: 2019 END DATE current

Experience cont.

An additional five **(5) points** will be awarded to all proposers with previous Landscape Maintenance and Irrigation experience with CDDs within the past three (3) years.

Has your company had previous Landscape Maintenance and Irrigation experience with other Community Development Districts within the past three (3) years? YES ✓ NO _____

HOAs/CDDs - over $2M in revenue, 13% of maintenance portfolio, including Waters Edge, Medley at Mirada, Spring Lake, Angeline, Hunter's Creek.

If yes, please fill in information below:

Project Name/Location: Multiple locations listed in red, including Fishhawk Ranch

Contact: Mr. Eric Dailey Phone: 813-575-1955 $ amt.: 1.4M

Your company's Scope of Services for Project: Full service including dedicated full-time maintenance team. Irrigation and Agronomic programs for the community, sub-association entryways, perimeter grounds, roadways, parks, ponds and trails.

Duration of Contract: START DATE: 2024 END DATE: current

(5 Points Possible) (_____ Points Awarded – This is either "0" or "5")

3. <u>Understanding Scope of RFP</u> (20 Points Possible) (_____ Points Awarded)

Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc.? Have all documents been completed as directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

4. <u>Price</u> (20 Points Possible) (_____ Points Awarded)

A full twenty (20) points will be awarded to the proposer submitting the lowest bid for Parts 1 - 4 of the Scope of Services (the Contract Amount). AN AVERAGE OF ALL YEARS' PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND ANY ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation. *

* Contractor "A" turns in a bid of $210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of $265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). (210,000/265,000) x 20 = 15.85, therefore, Contractor "B" will receive 15.85 of 20 possible points. Contractor "C" turns in a bid of $425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). (210,000/425,000) x 20 = 9.88, therefore, Contractor "C" will receive 9.88 of 20 points.

5. <u>Reasonableness of ALL Numbers</u> (5 Points Possible) (_____ Points Awarded)

Up to five (5) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities, etc. based on Contractor's field measurements) provided in Parts 1,2,3,4, 5 & 6.

<u>Proposer's Total Score</u> (100 Points Possible) (_____ Points Awarded)

Company Resume

Name of Parent Company: Yardnique, Inc.
State of Incorporation: Delaware
Years in Business: 28 years

Affiliated Companies:
Yardnique | Landmark Landscapes | Naturescapes | Phoenix Landscapes | Creative | Unique | TEAM Management | TIGRIS Aquatics | ASI Landscapes

ASI Landscapes is our premier landscape operations management and service provider for Florida.

Approximate Number of Customers: We currently serve about 1,300 communities across the southeastern United States. Our customers consist of large-scale full-service communities of 3,000+ homes, multi-family, hospitality, retail and industrial. Our extensive customer base demonstrates our ability to cater to diverse landscaping needs across various community sizes.

Percent of Business with HOAs: Roughly 80% of our business is with Homeowners Associations (HOAs). We pride ourselves on being community landscaping specialists, focusing on enhancing the outdoor living experience for residents. Our expertise in HOA landscaping allows us to address the unique needs and preferences of these communities effectively.

Publicly or Privately Held: We are a privately held company backed by venture capital. This allows us the flexibility to adapt quickly and efficiently without the constraints of an overarching corporate structure. At the same time, it provides the financial stability and economies of scale associated with a large company, enabling us to invest in the latest technology and best practices in the landscaping industry.

Approximate Annual Revenue: This year, we were ranked 22nd by Lawn & Landscape Magazine's top 100 landscaping companies with $160 million in revenue. This year, our goal is to reach $200 million in annual revenue. Our significant revenue growth reflects our expanding market presence and the increasing demand for our services.

Areas Serviced: Yardnique has grown to service five states in the southeast, with plans to expand further into the south and southwest. Our regional growth strategy is focused on delivering exceptional landscaping services while maintaining our commitment to quality and customer satisfaction.

Number of Employees: We currently have over 2,500 employees specializing in various aspects of landscaping and grounds care. Our team is divided into the following service areas:

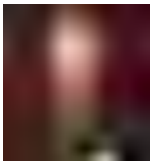
- **Landscape Management and Maintenance Service:** Ensuring the ongoing health and appearance of landscapes through regular care and upkeep.
- **Landscape Design/Build:** Creating custom landscape designs and executing projects from concept to completion.
- **Landscape Enhancement/Floriculture/Horticulture:** Enhancing existing landscapes with additional features, plants, and flowers to increase aesthetic appeal.
- **Irrigation Design/Installation/Repair/Backflow Certification:** Providing comprehensive irrigation services to ensure efficient water use and landscape health.

asi landscapes
A Yardnique Company

Leadership Team / Organizational Structure

Yardnique Founder and CEO
Brian Dumont

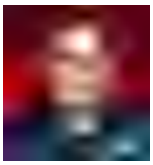
Chief Operating Officer
Jeff Walters



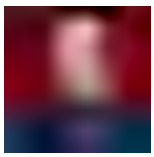
Vice President/Florida
Joe Chiellini

VP of Business Development
Alan Anders

CFO/Florida Operations
Kate West



Director of Business Development Florida Operations
Dominick Portoghese



District Operations Manager
Joe Amarosa

Business Development
Neil McFadyen

Branch Management
Jonathan Maceira

asi landscapes
A Yardnique Company

Key Service Positions

JOB TITLE	JOB RESPONSIBILITY
Branch Mgr.	• Accountable for your complete satisfaction • Maintains schedule • Ensures compliance to job specs and quality • Manages crews • Interfaces with on-site contact
Account Mgr.	• Accountable for your complete satisfaction • Maintains schedule • Ensures compliance to job specs and quality • Manages crews • Interfaces with on-site contact
Production Mgr.	• Schedules workload for crew • Ensure readiness of workers, tools and materials • Maintains safe working conditions • Trains field personnel • Assists w/large pruning jobs, chemical and irrigation applications • Helps identify problem areas
Foreman	• Manages hourly activities of crews • Operates all small walk behind mowers • Helps crew operate hand-held machines • Performs large pruning, trimming and detail jobs • Daily clean up
Irrigation Technician	• Schedules weekly irrigation inspections and schedules approved repairs • Adjusts, repairs and troubleshoots problems • Assists as needed
Pest Control Specialist	• Applies insecticides, herbicides, fungicides and other chemicals, safely and in accordance with industry standards • Proactively inspects for all pest pressure.

asi landscapes
A Yardnique Company

Key Services Team

Alex Cotte
Production Manager
Alex has worked in the landscaping industry for over 6 years. He started as a labor worker and has worked his way up to Crew Leader and Operations / Production Manager. He has been through thorough industry and ASI Landscapes training for all facets of his position and is BMP certified. Alex has shown that he is more than qualified for each job we give him and is ready to take on more. Alex excels at maintaining great relationships with his field-level personnel promoting motivation and teamwork and achieving exceptional service results.

Johannes Maceira
Account Manager
Johannes has been in the landscaping industry for 5 years. He started in the industry at crew level and worked his way up to field management and project management roles. He is proficient in all aspects of the landscape industry with a strong ability at effective and constant client communication. Johannes excels at maintaining great relationships with his clients and management teams, promoting motivation and teamwork. He is currently in charge of some of our most prestigious accounts and has shown that he is more than qualified for each job we give him. He is ready for the challenge of helping manage new large high profile projects.

Jonathan Franco
Branch Manager
Jonathan has been in the landscaping industry for over 10 years. He started in the industry as a laborer and worked his way up from Account Manager to Branch Management roles. He is proficient in all aspects of the landscape industry. Jonathan excels at maintaining great relationships with his team and excels as a client liaison and conflict resolution. He has been in key industry management positions for many years and is a perfect fit for ASI Landscapes in the Tampa area.

Robert Tabone
Agronomy Manager
Bob is a seasoned landscape professional with over 20 years in Agronomy services. He's worked with landscape operations as well as his long history in Agronomy. He possesses the required licenses and certifications and continues participating in BMP and Agronomy seminars.

Johnny Rodriquez
Irrigation Manager
Johnny currently serves as our Irrigation Manager and oversees all Techs throughout our client portfolio. He has worked in the landscaping industry for over 15 years. He started as an irrigation laborer, then assistant and has worked his way up through the ranks to a manager position. He is proficient in serving all brands of irrigation systems, is active in his continuing education in his field, and holds multiple industry certifications.

asi landscapes
A Yardnique Company

Florida Offices

Yardnique has a large presence in the state of Florida with significant resources for landscape maintenance, lawncare, horticulture, pest control and turf health. We are in the unique position to be able to immediately serve most of Florida with a rapidly expanding team of over 1000 landscape professionals working in Florida.

ASI Landscapes
9702 Harney Road
Thonotosassa, FL 33592

YN Orlando
574 Fairvilla Rd
Orlando, Fl 32808

YN Ft. Myers
19431 Palm Beach Blvd
Alva, Fl 33920

YN Jacksonville
5856 Mining Ter
Jacksonville, Fl 32257

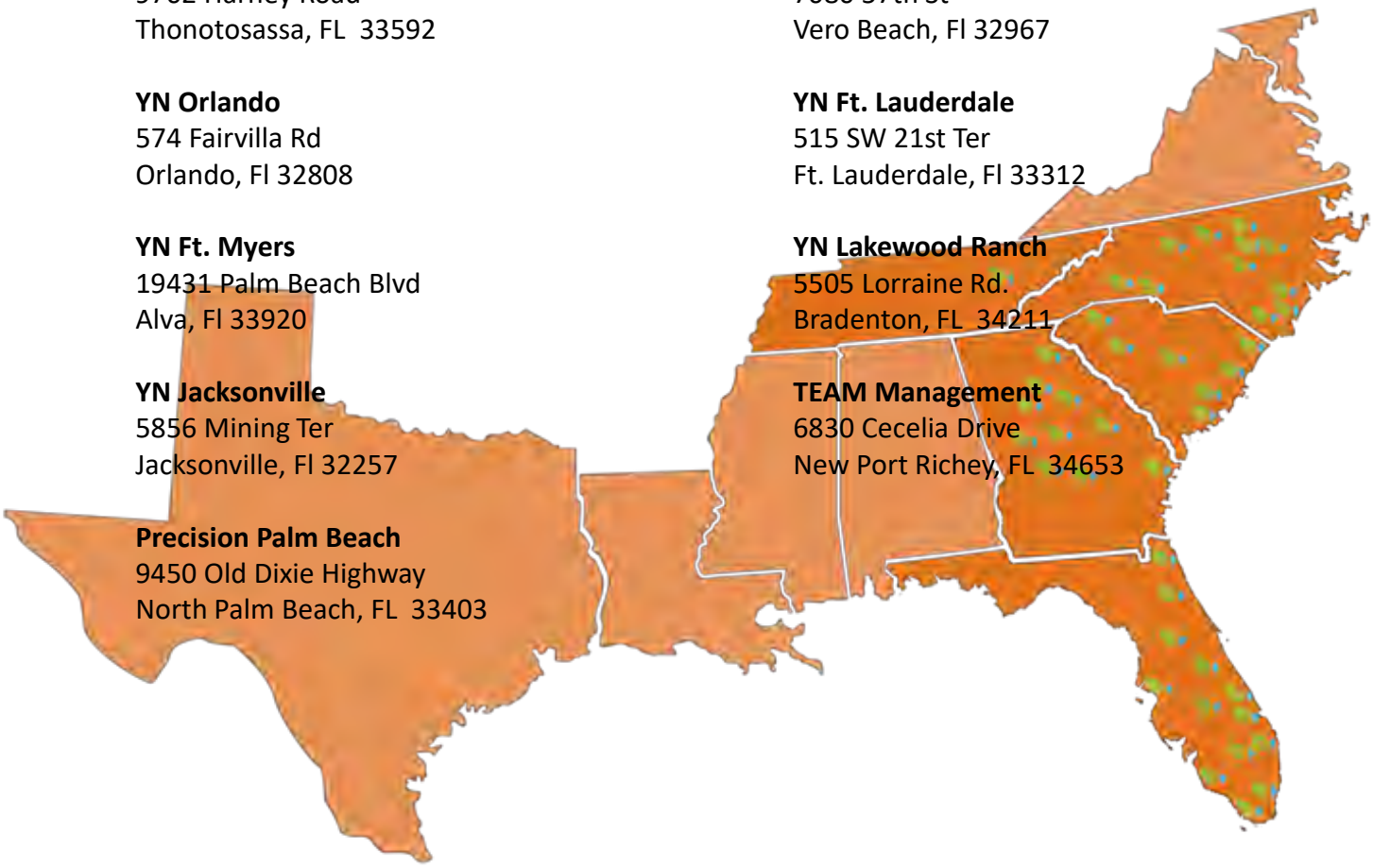
Precision Palm Beach
9450 Old Dixie Highway
North Palm Beach, FL 33403

Creative Vero Beach
7080 57th St
Vero Beach, Fl 32967

YN Ft. Lauderdale
515 SW 21st Ter
Ft. Lauderdale, Fl 33312

YN Lakewood Ranch
5505 Lorraine Rd.
Bradenton, FL 34211

TEAM Management
6830 Cecelia Drive
New Port Richey, FL 34653



asi landscapes
A Yardnique Company

Reference Contact Community List

Fishhawk Ranch CDD *(CDD)*

(Recent Award) **Service Dates:** 2024 – Ongoing

Service Provided: Full-service landscape maintenance including monthly irrigation and horticultural services provided community-wide for community and sub-association entryways, perimeter grounds, roadways, parks, and ponds, trails.. (Value: $1.4M plus). Located in **Lithia, FL.**

Contact: Mr. Eric Dailey
District Manager
Halifax Solutions, Inc
edailey@halifax-solutions.com

Medley at Mirada Community HOA *(Homeowners Association)*

Service Dates: 2022 – Ongoing

Service Provided: Full-service landscape maintenance for a maintenance free community of homes, villas, parks, common areas and Amenity Center, including monthly irrigation and horticultural services.. (Value: $350K plus – 1/3 of buildout completed. $1.1M when completed). Located in San Antonio, FL.

Contact: Mrs. Danielle Enyeart
LCAM
ICON Management
(813) 642-1121
denyeart@theiconteam.com

Angeline Community HOA *(Homeowners Association)*

Service Dates: 2022 – Ongoing

Service Provided: Full-service landscape maintenance for a maintenance free community of homes, villas, parks, common areas and Amenity Center, including monthly irrigation and horticultural services (Value: $200K plus – 1/3 of buildout completed. $750k when completed). Located in Land-O-Lakes, FL.

Contact: Mrs. Danielle Enyeart
LCAM
ICON Management
(813) 642-1121
denyeart@theiconteam.com

Reference Contact Community List

Spring Lake CDD *(CDD)*

Service Dates: 2023 – Ongoing

Service Provided: Full-service landscape maintenance including monthly irrigation and horticultural services provided community-wide for community and sub-association entryways, perimeter grounds, roadways, parks, and ponds.(Value: $225K plus). Located in **Riverview, FL.**

Contact: Mr. Eric Dailey

District Manager
Halifax Solutions, Inc
edailey@halifax-solutions.com

Water's Edge HOA/CDD *(Homeowners Association/CDD)* **Service Dates:** 2019 – Ongoing

Service Provided: Full-service landscape maintenance including monthly irrigation and horticultural services provided community-wide. (Value: $300K plus). Located in Port Richey, FL.

Contact: Mr. Rocco Iervasi
Community Association Manager
Management & Assoc.
riervasi@mgmt-assoc.com

Hunter's Creek Community Association *(Community Association)* **Service Dates:** 2020 – Ongoing

Service Provided: Full-service landscape maintenance services to community common area roads, parks, sub associations. (Value: $1.4M plus) Located in Orlando, FL

Contact: Mrs. Michelle Ouimet

Community Association - General Manager
HCCA
(407) 240-6000
mouimet@hunterscreek.net

Gulf Region Client Contracts and Values

Total Contract Value by Industry

Industry Name	Total Value (USD)	% of Total Value
Multi-Family	$9,248,385	61.30%
Commercial	$2,265,138	15.00%
Homeowners Association	$1,951,201	12.90%
Residential	$624,838	4.10%
Medical Facility	$273,012	1.80%
Government	$1,232,588	8.20%
Hospitality	$7,312	0.05%
Municipal	$222,864	1.50%
Education	$204,114	1.40%
Retail	$337,325	2.20%

Top 10 Multiple Portfolio Companies

Company Name	Total Value (USD)	% of Total Contracts
MAA	$1,704,210	5.8%
Cortland Partners	$867,119	3.5%
Willow Bridge Property Company	$747,707	2.8%
High Mark Residential	$827,262	2.7%
Prologis Property Management	$470,212	2.6%
Camden Living Apartments	$410,400	2.3%
Cushman & Wakefield	$498,049	2.1%
BH Management	$359,808	1.9%
Northsight Management	$305,925	1.8%
Richman Property Services	$286,668	1.7%

asi landscapes
A Yardnique Company

Licenses and Certifications

The following is the list of licenses/certifications/subcontractors currently held by ASI Landscapes Landscape Management's professional staff as well as professional associations and organizations of which we are an active member.

LANDSCAPE MANAGEMENT LICENSES AND REGISTRATIONS

- **ASI Landscpaes is a Florida "Corporation"– Division of Corporations No. PO20000045151**
- Occupational License – Florida, Hillsborough County No. 96169
- Business Tax / License – Florida, Orange County No. 1177765
- Pest Control License – Florida, No. JB135024
- Pest Control Operator – Florida, No. JF184897
- License as a Dealer in Agricultural Products – Florida, No. 116260-1
- Nursery Stock Dealer Certificate of Registration – Florida, No. 47237971
- Certified Arborist License – Florida, No. FL0710A
- FDOT Intermediate Maintenance of Traffic Certification – Qualified 6/4/13
- Pinellas County BMP Certification – No. 013
- State of Florida Irrigation – License No. I-CFCO24523

PROFESSIONAL ASSOCIATIONS

NALP – National Association of Landscape Professionals

- Florida Turfgrass Association
- FNGLA - Florida Nursery, Growers and Landscape Association
- FIS – Florida Irrigation Society
- BAAA – Bay Area Apartment Association
- FAA – Florida Apartment Association
- NAA - National Apartment Association
- BOMA – Building Owners and Managers Association
- CAI – Community Associations Institute
- Greater Tampa Bay Chamber of Commerce
- CFHLA – Central Florida Hotel & Lodging Association
- AAGO – Apartment Association of Greater Orlando

asi landscapes
A Yardnique Company

Equipment List

The following is a list of equipment owned by ASI that may be used in accordance with the proposed scope of services.

Type of Equipment	Quantity Available
Light duty trucks	55
Super Duty trucks	40
F-450 or larger trucks	12
Maintenance trailers (open and enclosed)	45
Heavy duty trailer	13
Tow behind turbine blower	6
Irrigation trucks	20
Spray trucks	12
Spray Cart	9
Additional utility carts	18
Ride-on spreader	11
4x4 tree lift	4
Stump grinder	3
Batwing mower	4
72” mower	12
60” riding mower	35
Walk behind mower	40
Ditch Witch trencher	6
Skid steers	6
Field Equipment	
Edgers	750 +/- pieces total
Line Trimmers	
Blowers	
Gas shears	
Back pack sprayers	

asi landscapes
A Yardnique Company

Maintenance Program from Community Landscape Specialists

The Yardnique Companies are a family of trusted landscaping brands and specializes in community landscape design, maintenance and preservation for CDD boards, property managers, and developers. Our goal is to protect the quality, lifestyle and environmental standards of your community in a manner that will delight homeowners, maximize curb appeal and enhance community value.

Yardnique Inc. began operations in 1997 when Brian DuMont , the company founder and CEO, was a junior at NC State University pursuing his horticulture science degree, providing landscape services as a means for income while in school.

Today, we employ over 2,500 seasonal landscape and lawncare professionals with our sole focus on delivering quality landscaping, irrigation, hardscaping and grounds care services to community s and commercial properties. We are nationally recognized for the quality of our services and today stand as one of the largest landscape organizations in the nation.

Headquartered in Raleigh, North Carolina, we have local branches across five southeastern states, including nine locations throughout Florida. Our facility in the Tampa Bay area serves as a multi-management and resource center, supporting operations statewide.

"Everything we do, every blade of grass we touch, every hedge we trim and every community we enhance, you can be sure it will be genuinely Yardnique. Our level of service stands above any other commercial landscape company in the industry."

Start-Up Operational Plan & Implementation Timeline

ASI Landscapes understands the importance of providing the highest quality of landscape maintenance services possible. In conjunction with the client provided Scope of Work, and our provided "Understanding Project Scope", through the implementation of our start-up operational plan, your property will receive these specific horticultural, agronomic, and "curb appeal" services and improvements within the following time periods:

- **Upon Notice of Award:** Once notice of award is given, just prior to project commencement, equipment and staffing considerations will be reviewed, finalized and implemented.

  A property service map with detailed color-coded sectional service plans and crew assignments will be adjusted as needed based on pre-start meetings and discussions with client representatives. Our partnership starts with client input, suggestions and approval of all operational plans to ensure the best possible communication and expectations. Final operational plans will be presented to the client prior to start-up. Each week, site crew will provide all mowing and detailing needs are as described and detailed in the proposed operational attachments and service maps.

  Within a week prior to start-date, our company recommends and requests a property landscape walkthrough evaluations with client representatives to help determine initial key maintenance issues, deficiencies or areas to address in order of priority. In addition, look at all routine property enhancement needs that may have been previously neglected and may need immediate attention in order of priority (mulch, annuals, palm/tree pruning, ornamental grasses, Roses, etc.)

  Finally, commencing upon start-up and completed **within the first 30-days** of the contract start, ASI Landscapes will facilitate an in-depth irrigation audit for all Controllers, Zones and water delivery components. A full report will be provided detailing all non-functional items, breaks, non-functioning heads, old/worn out heads, risers in need of lifting, and deficiencies of any kind with associated proposals to repair or replace all stated items. In addition, our company will separately recommend and propose any necessary system modifications due to inadequate coverage.

  30 Days: Routine mowing and detail services commence on day 1 and will follow final and client-approved production plans and color-coded service maps. Any deviations will be communicated to the client prior to service start. Extreme micro-managing by Account/Production Manager, with assistance from branch, Division and corporate support, will be required for the first 30-days to ensure the proper servicing of all areas be their respective crews per the appropriate service maps.

  If adjustments are needed regarding, crew leadership, crew personnel, crew set-up, service areas per crew, path-of-motion plans, or any other service-related functions, those adjustments will be documented and presented to client representative for authorization to adjust. Once all services and crews are running smoothly and fully aware of the SOW and their service area of responsibility, Management can back off to a more normal and routine project management and begin addressing any initial enhancements or extra work items requested by client.

asi landscapes
A Yardnique Company

Start-Up Operational Plan & Implementation Timeline

A preseason start for this project would be a perfect scenario. It will afford our Team the opportunity to determine and establish certain Agronomic conditions. Via soil samples if needed, Turf custom blend fertilization and weed control will be a priority initially. Our Team will be afforded to start at a perfect time of year to initiate our Agronomy program. After in-depth evaluation of all Bermuda and St. Augustine turf, prior to the arrival of the hot weather, a robust and aggressive turf weed control program will be provided. Areas in poor condition where turf renovation may be required will be documented and communicated. Those areas will be identified and proposed accordingly. Proper preseason turf fertilization will promote better turf heath and a stronger turf quality as we enter the spring/summer transition setting up the turf to react and accept fertilization more effectively to the start of the growing season. In addition, a healthier turf helps protect against potential decline and ware from heavy pedestrian traffic as a result of an aggressive spring turf weed control program.

With some project start-ups, often, routine enhancements may have been neglected previously. These needs may be a priority and may include complete property mulching, a fresh rotation of annual bedding plants, palm/tree pruning and/or corrective detailing of shrub bed areas. The aforementioned in-depth property evaluation will have been completed and authorized prior to project start with any/all program adjustments or corrective actions specifically documented, and a plan put into action upon project start from day 1. Critical initial enhancements will be addressed immediately and simultaneously with routine base maintenance services by Management, if needed, upon a project start with any and all necessary support from Branch and Corporate resources.

With any non-contractual extra work items that are identified, proposed and authorized, Our Team will communicate with client regarding the scheduling and completion timeframe. Our Team anticipates that within the first 30 days, an irrigation system initial inspection/evaluation will be performed with concerns noted and repairs additionally proposed. These repairs and modifications ensuring adequate watering will need to be accomplished prior to any new plantings, flower rotations, turf repair, or chemical applications requiring water as provided by Our Team. **NOTE: All site and branch operations will make it a priority to work closely and effectively with our Irrigation department, as well as client, communicating regularly to coordinate all Agronomy and Enhancement services regarding property watering requirements.**

Seasonal Color Features: (If applicable) During holiday seasons, through proper communication with client representatives, We will ensure a plan is in place to provide Poinsettias or similar holiday color features requested or recommended by the client. Select material will be preordered to ensure timely completion per client's direction.

Start-Up Operational Plan & Implementation Timeline

- **90 Days:** During this initial 3-month period, any start-up staffing, or production processes issues have been addressed with personnel adjustments being completed after this initial mobilization period. Base maintenance services should be through the initial trial period with production now dialed in and running smoothly. A meeting with client Rep will be held to debrief and discuss services, onsite Project Mgr., and personnel thus far. Adjustments will be discussed and put into action.

The continuation of "detail" enhancements such as shrub bed detailing and tree and palm pruning as needed will be a focus as needed. In addition to the aforementioned services, a focus will continue to be turf color and turf and shrub bed weed eradication through our Agronomic Techs. The spring / early summer season remains an effective time of year to continue to address these issues before the hot summer month arrives. After now having time to assess turf conditions, soil samples can be taken (if necessary and authorized via additional costs) with results applied to tailor an agronomic program specific to those results and actual site conditions.

- **6 Months:** Basic maintenance operations are running smoothly and in full gear as the end of summer season nears. The arrival of the fall season comes with the traditional burdens and difficulties and our Team will be prepared in advance to address these inherent. Our Team's internal Talent Acquisition Team is exceptional at keeping our various service teams staffed with well qualified personnel for crew labor and Tech positions throughout the off-season. We will apply this effort on this project if the need arises in order to keep our service programs staffed with no noticeable service drop-off if/as personnel issues arise.

Arborcare Services:

ASI Landscapes recommends the Arborcare Program be discussed in addition to and outside of the proposed contracted items. We have worked with current clients to develop short and long-term ArborCare programs that includes a ArborCare crew adhering to color-coded, sectional service maps addressing tree lifting, building and streetlight clearing and natural area perimeter cut-backs, Palm pruning, etc.

Property Mapping and Crew Designation

Upon award, but prior to job start, and with client's input and participation, our Team will provide final and complete color-coded map depicting each service crew and their designated area of responsibility for their respective service type. This equates to also providing project specific "Path-of- Motion" mapping per crew, per day and per week. Once approved, these maps will be broken down to capture the path of motion on individual days of service. Together these maps will provide an accurate representation of their movement throughout the campus on each individual day of service. *Please see example maps of below of project specific maps to help further explain!*

The maps below are not representative of your property but only examples of property management and navigation. Actual project maps will be created prior to contract commencement and supplied to Board

- The mowing map depicted on the right shows highlighted areas of which style of mower can be used in which area.

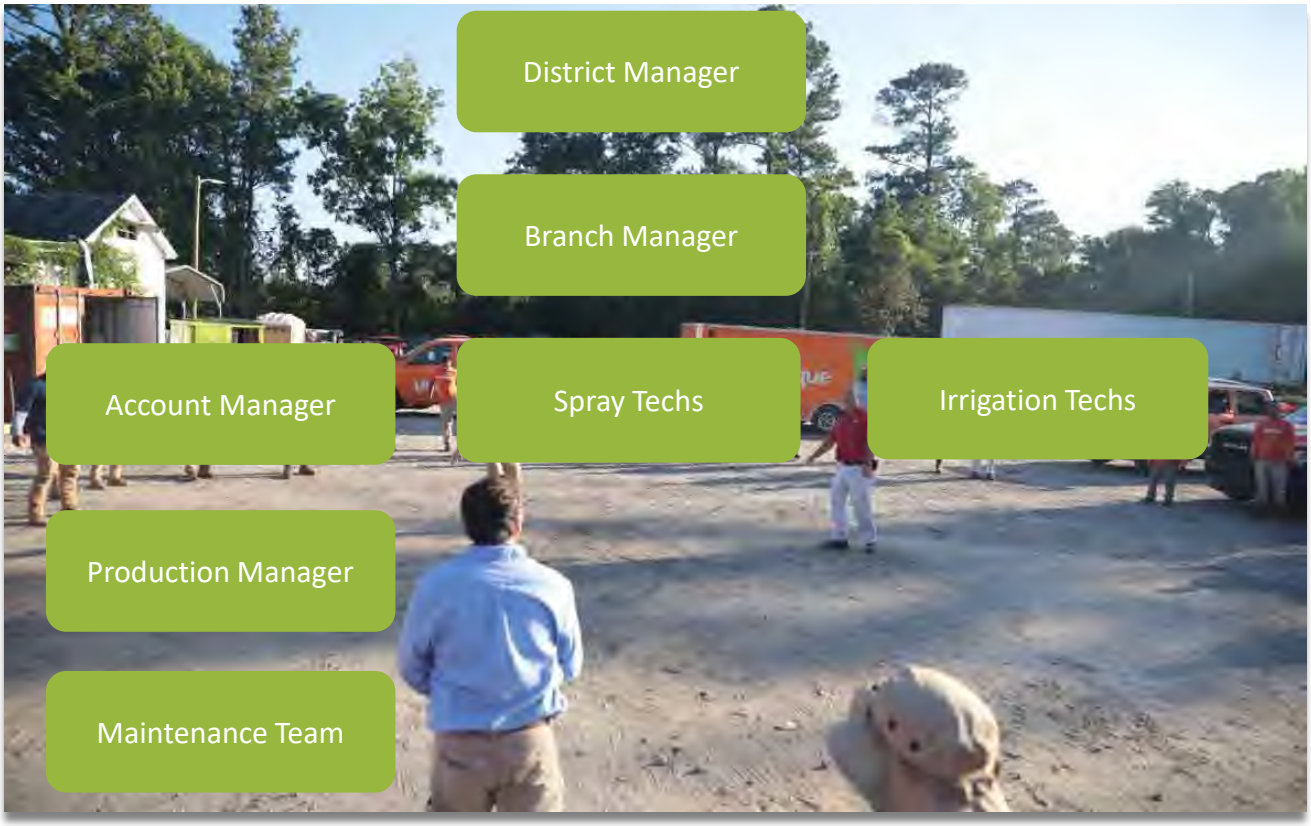
Property Mapping and Crew Designation

- This mowing map on the left shows which direction our mowing personnel will move throughout a property to mow these areas.

- The map to the right shows how all edging of the sidewalks and driveways throughout a community would be completed in a segmented fashion.

asi landscapes
A Yardnique Company

Operational Plan



GENERAL MAINTENANCE SERVICES

Staffing - (4-5) crew personnel for mowing and detail services Monday - Friday.

In addition, an assigned Account Manager will oversee all operations and direct all services and functions meeting with the CDD Board and Field Manager monthly. A Production Manager will also be assigned to this project to ensure all equipment and vehicles are in good working order and to help manage the completion of all tasks and services when maintenance crews are onsite.

Suggested Crew Personnel Breakdown

- **(1) Project Production Manager**
- **(1) Account Manager**
- **(1) Crew Forman on-site while crews our working.**
- **(4) Mow/Detail Crew personnel** (average)

Our philosophy of “less is more”. This employs the process of providing a smaller crew size on site more often and on successive days of the week rather than an army of workers for one day. We prefer this service approach as presented as it allows us to be on-site for more consecutive days. Our crews work Monday through Thursday (10 hr days), as needed with Fridays being utilized as a “catch up day” for any rainout occurrence during the week or for any requested additional work to be done.

asi landscapes
A Yardnique Company

Operational Plan

ADDITIONAL SUPPORT SERVICES

Agronomy Services – Year-Round - Approximately **(1)** Agronomy Technician as needed for all contractual fertilization and pest control services. Additional Techs may be needed and provided for support to complete seasonal fertilization in a timely manner and for requested separately proposed services outside of contract.

Irrigation Services – Year-Round - Approximately **(1)** Irrigation Technician will be provided for all contractual irrigation inspections and contractual repair services per the client provided SOW. Additional Techs may be needed and provided for support to complete contractual services in a timely manner and for requested separately proposed services and repairs outside of contract.

Note: Crew Foreman are working, English speaking crew members.

Additionally, Our Team will provide the following personnel at no additional cost: Working in concert with the Project Manager, included within this proposal but not part of the proposed manpower estimates is the additionally provided management and operational support from Tampa Branch Manager, Senior Operational Leadership and ASI Landscapes Ownership.

Ancillary work:

In addition to the aforementioned and proposed general services crew personnel, **ASI Landscapes** offers additional personnel as needed for extra services via separate written authorization and invoicing for mulch installation and landscape and irrigation enhancement and/or modification services.

Staffing Disclaimer:** ***The aforementioned proposed site-staffing is an estimate only. It in no-way guarantees a minimum number of crew or a minimum number of man-hours to be provided at any given time. ASI Landscapes does guarantee that we will provide the necessary number of personnel and/or man-hours (+/-) as it pertains to our proposed estimates, in order to satisfy the completion of the Scope of Work per the ASI Landscapes or client provided documents.

STAFFING DESCRIPTIONS

Project / Production Account Manager – Site Dedicated: This key working position will be on-site lead for managing and directing all contractual project landscape services. In support, as additional project management and support, our Team will assign Operations Manager and Branch Manager. They are responsible for the support in orchestrating landscape operations and any administrative requirements for your property. Our managers will coordinate and direct our Integrated Pest Management Program, Irrigation (if applicable), Floral Detail and our Crew Supervisors. They will provide you with quality assurance and continuous service updates.

Operational Plan

Agronomic - Hort Technician / Integrated Pest Management: This proactive approach to pest control is centered around proper plant selection and continuous monitoring of plant pest populations. Corrective pesticide applications will be made by only knowledgeable applicators under the direction of our Site Manager, and the numerous Certified Pest Control Applicators within our Branch office, and certified by the State of Florida, Department of Agriculture. This position provides and manages all turf and shrub fertilization applications as well. Applicators will maintain an application logbook and continually update MSDS and label references.

Irrigation Maintenance Technician: Knowledgeable and experienced irrigation technicians will regularly check and monitor the operation of all irrigation throughout your community per the provided SOW. Operations will include regular zone maintenance along with prompt notification of any necessary repairs or system failures.

Floral Detail: Through our many years of floricultural experience with our property portfolio, ASI Landscapes will provide unparalleled experience in managing your floral displays. We will provide the assurance of consistently colorful displays through the proper plant selection and continuous detailing and “dead heading” of the floral displays throughout the property.

Crew Foreman: The staffing of an experienced and knowledgeable crew supervisor will provide a well-managed and consistent service program. This working position will ensure continuous and effective crew services for all mowing and detail related tasks. As a direct connection between general crew members and the Project Managers, crew foreman will address all field related issues immediately and all crew issues when necessary. These personnel will lead the performance of their crew’s specific tasks/functions and help coordinate property operations in the absence of the project manager.

Detail and Turf Maintenance Personnel: The staffing of experienced and reliable service personnel will provide the maintenance operations with the successful and timely completion of their specific tasks. ASI Landscapes is exceptional at crew awareness and appreciation for a job well-done. This helps ensure low turnover with our staff creating service consistency, pride of ownership and accountability. All resulting in an above average product!

ArborCare Services: Provided by and managed via **ASI Landscapes Arborcare Division** and supported by qualified sub-contractors as needed**.** Coordinated by our Team and BOD or property management.

Employees and Subcontractors

Employees

Maintenance crews will always consist of one crew leader among the crew members with all staff onsite and in uniform, with “our company logos” clearly indicated and in highway safety colors. All employees and subcontractors shall maintain a neat appearance and perform work in a professional manner, keeping noise to a minimum at all times possible. ASI Landscapes personnel will clearly identify themselves during any interaction with community residents. All crew are properly trained and certified to meet services provided.

All breaks in work will only be in areas specified by the property with all trash disposed of properly.

All services under the Contract shall be performed by ASI Landscapes employees or subcontractors registered with the property. Registration includes the following:

- Insurance Documentation
- Licensing Information
- Clean Background Screen
- Clean Drug Screen
- Clean E-Verification
- Contract Information

SUBCONTRACTORS.

Subcontractors providing services under ASI Landscapes will meet the same requirements and level of experience as ALL employees. Any third-party contractor or suppliers will be disclosed to the community and must be approved prior to commencing any work, including any new or substituted third party vendors. If the case of any emergency services that are required that involve any third parties, ASI Landscapes will obtain written approval from the Community Manager.

Uniforms and Team Behavior

Team members will always be identifiable by their Family of Companies uniform, and always wear closed toed shoes, pants, and at least a short sleeve t-shirt. Team members will only use the restrooms at designated areas.

Work Hours and Clean up

All work will be performed after 8:00 am and before 7:00 pm Monday through Friday. If Saturday work is ever required, the manager will be notified. All debris and clippings will be removed after each workday and disposed of at our expense.

Landscape Maintenance Specifications

A. Mowing

During the growing season, we will ensure that turf is maintained at proper heights based on the turf type and per industry standards without scalping. Weekly mowing schedules are indicated below and will only vary due to weather, growth rates when grass is wet or under severe stress. All mowing patterns will ensure a neat and uniform lawn appearance exclusively completed by mulching mowers. During dormant season, mowing will be performed no less than once every 14 days and as needed to ensure the grass maintains a neat appearance.

All mow services, however, may be adjusted based on actual needs as a result of rainfall and other environmental conditions that may allow for less mows for a more horticulturally sound and appropriate service plan with all communicated and agreed upon by client rep. Other designated areas will be serviced per request at client's direction per the RFP SOW.

St. Augustine turfgrass will utilize a seasonally appropriate mowing height of approximately 3 ½ - 4 ½ inches. Bermuda turfgrass will utilize a seasonally appropriate mowing height of approximately 1 – 1 ½ inches. If applicable, Bahia turfgrass will utilize a mowing height of approximately 3 – 3 ½ inches. Field grass mow heights will be based on scheduled mow frequency.

ST. AUGUSTINE TURF AND IRRIGATED BAHIA TURF
All turf areas shall be mowed once every seven (7) days during the months of April 1st to October 31st.
All turf areas shall be mowed once every fourteen (14) days from November 1st to March 31st.

NON-IRRIGATED BAHIA TURF
April thru October Mow (weekly)
November thru April Mow (once a month)

ZOYSIA TURF
March thru November Mow (weekly)
December thru February Mow (bi-weekly)

BERMUDA TURF
Season Requirement – twice weekly or as the recreational activity requires.
Off –Season Mow – (bi-weekly)
*Approximately – 69 frequencies as the RFP SOW requires

*The above-mentioned schedules are intended to be the maximum # of mows and are used as representation needed to ensure all turfs are maintained and in healthy conditions. Excessive rains or other conditions may require additional services to completed.

asi landscapes
A Yardnique Company

B. Edging

Defined as the outlining and/or removing of turf by use of a mechanical edger. Chemical or string edging will not be allowed in any instance without prior approval from the property.

Our Team shall neatly edge and trim around all plant beds, walkways, streets, trees, and plantings by use of mechanical edger only. The shape and configurations of plant beds shall be maintained “as is” or as instructed by the property.

Edging (hard edging) of all driveways, sidewalks, curbs, pathways, and other paved areas will be completed no less than once every seven (7) days during the months of April 1st to October 30th and no less than once every fourteen (14) days from November 1st to March 31st. Edging/Line trimming/Blowing will be done and completed at the same time as the scheduled mowing service. When hard edging; the edger blade must be held in a complete vertical position. Beveled edging is not acceptable. Our Team will be responsible for any repairs due to improper edging. Turf requiring line trimming shall be trimmed at the same height and at same time as the turf is being mowed.

The edging of all planting beds (soft edging) will be performed every mowing. Our Team shall implement “ghost edging” to all beds where needed. This will help define a bed line, prevent it from getting bigger, and allow grass runners to bring the grass line to the bed line. All bed lines must have a crisp and well-defined bed edge with no grass runners. Care shall be taken not to injure tree trunks or plant material during edging operations.

All valve boxes and grounds vaults shall be trimmed and or edged during each mowing operation. the property shall not be responsible for cost of locating these items.

C. Detailing Planted Areas

This service is defined as trimming, weeding (by manual or chemical means), pruning, and shaping of all shrubbery, ornamentals, and groundcover, removal of tree suckers as well as defining bed lines, tree saucers, and removal of unwanted vegetation. Weeding includes weed removal from all beds (including cut turf runners), walkways, decks, curbs, and concrete joints. This service does not include residents who are on the “no trim” list. Chemical controls may only be used if adjacent desirable plants are protected from injury.

Contractor shall maintain a valid Florida Pesticide Applicator’s License and use pesticides in strict accordance with Federal, State & County directives on environmental control. Chemicals, requiring EPA approval must have EPA registration and labels made available to the property per request. American National Standards Institute (ANSI) regulations are to be observed.

- Pruning services at Common Areas shall be performed at minimum one (1) time every (4 - 5) weeks year around.
- All shrubs, groundcovers and vines shall be pruned with hand or power shears providing appropriate shape, fullness, and flowering. Flowering shrubs, in their flowering cycle, shall not be pruned until blooming is complete, except in the case of ingress/egress/aesthetic or line of sight issues or as directed by the property. Shrubs, groundcovers, and vines shall be trimmed on a schedule providing a neat and attractive appearance. All signs, sightlines and site lighting shall be kept clear of vegetation at all times. Renewal pruning shall be performed annually, between February 1st and March 30st. Removal of up to one half (1/2) of the shrub may be required. Our Team will remove all pruning litter.
- Where natural wooded areas adjoin the finished turf area or landscape beds, a buffer zone of at least three feet will be maintained by mechanical means to prevent the encroachment of the natural areas into the finished landscape. Where wood line cutbacks take place, the area will be maintained at no additional cost as a condition of this agreement.
- Weeding services shall be performed at minimum of every other week, year-round. At no time are weed groupings allowed in excess of one square foot of ground cover in one location or for an isolated weed to exceed 2” in height. Weeds (material that is not of the same species within same group) inside or near plant root balls must be pulled or treated with granular or liquid herbicide that is not harmful to the “wanted” species. Weeds in beds or mulched areas shall be removed by manual or chemical methods.
- Beds and mulched areas are to be maintained essentially weed free. “Essentially weed free” means that the only acceptable amount and size of weeds permitted would be those that could germinate and grow within a two-week time frame.

D. Trees

Our Team will schedule annual pruning of oak trees/crape myrtles/maples and all other woody trees during mid to late winter, or January through March.

Trees in pedestrian walkway areas and common areas will have a clearance maintained at fifteen (15') feet in height throughout the year unless detrimental to the health of the tree. Trees along golf cart paths, roadways, entrances, and driveways will have a minimum clearance maintained at fifteen (15') feet in height unless tree health mandates otherwise and agreed upon between ASI Landscapes and the property. To maintain this required height for safety reasons, this will be part of our Team's routine pruning cycle. Our Team will make cuts slightly outside the branch collar, when removing oak tree limbs.

Ornamental Palm trees, 12' feet or less in height will be trimmed on our Team's routine pruning schedule based on University of Florida's recommendations of 100% browning and never beyond a 3 to 9 o'clock cut pattern. All palm boots that are loose and remain on the tree shall be removed during the routine pruning/detail schedule. Fronds removed before such time throughout the common/club areas will be only at the request of the property, with the property taking ownership for the health and any long-term horticultural decline that may occur. Careful trimming procedures shall be followed to prevent damage to any portion of the tree, unpruned fronds, especially the crown, shaft & bud areas.

Sucker growth and water sprouts shall be removed from all hardwood and ornamental trees that meet the aforementioned height specifications during our Team's routine pruning/detail schedule according to "trimming" specifications. Sucker growth is defined as the shoots that sprout out around the base and clear trunk area of a tree or crepe myrtle trunk.

Crepe Myrtles will be pruned one (1) time per year between the months of January and March UNLESS otherwise specified by the property. Most crepe myrtles will be allowed to grow into trees. Crepe myrtle pruning specifications:

- Meet the aforementioned height specifications
- Remove suckers from the bottom of the plant.
- Remove crossed, damaged, or diseased branches. For crossed branches, remove the weaker of the two limbs that are crossing or rubbing.
- Prune the tips of the branches to remove old flowers. If old blooms are removed, a second blooming may occur.
- Remove old flower buds, which will encourage new growth activity.
- Remove small twiggy growth and remove Spanish/Ball moss to allow air to better circulate in the canopy.
- The tree shall be maintained in its natural vase-shaped habit.

Spanish/Ball Moss shall be removed from all trees, including hardwoods, up to a height of fifteen (15') feet during the pruning cycle. Any Spanish/Ball Moss found in/on bedding plants, hedge rows, shrubbery, etc.,will also be removed during the weeding cycles.

E. Blowing

Our Team blowing of mowed and edged yards (if applicable) shall be conducted twice daily; once before taking lunch breaks and once at the end of the day before leaving. Sidewalks, curbs, and other paved surfaces adjacent to turf and/or other landscaped elements shall be kept clean of unwanted debris generated by our Team by the use of forced air machinery.

All parking, entrances, and all hard surfaces shall be kept clean of unwanted debris by forced air machinery. All community entrances and hard amenity areas shall be kept clean of unwanted debris by forced air machinery. Each residential driveway and sidewalk leading to the front door & entrance to screen room shall be maintained free of unwanted debris by forced air machinery blown away from all doors and patio areas, keeping debris (grass clippings) off residential homes & garage doors. Any blowing of clippings or other landscape debris shall not be blowing from the rain gutters into the storm drain.

F. Monitoring

All turf, shrubs, ornamentals, and groundcovers are to be monitored for pest, disease and nutrient problems with positive findings being reported, in writing to the property. If the problem is a covered item under the provisions of the Contract, immediate steps will be taken to rectify the problem. If our Team fails to notify the property and/or identify and treat issues, ASI Landscapes is responsible for replacing affected plant material.

All entrances/exits to the community, parks, pavilions, mailbox kiosks and all amenity complexes are to be visited by the Contractor once weekly to inspect for and remove any debris or landscape trash.

G. Trash Removal

Our Team will police the entire site prior to mowing to remove litter. Our Team will remove all debris and/or litter from areas maintained under the Contract during every visit.

H. Debris Removal

Our Team is responsible for removal of any maintenance-related debris from the property before scheduled lunchbreaks and no later than leaving the area where the debris was generated. Accumulated road silt within gutter systems shall also be removed on a monthly basis.

I. Dead Wood/Matter

Dead or otherwise hazardous (broken) tree branches shall be removed promptly if they are within fifteen (15’) feet from a hard surface (roadway, sidewalk, cart path). Other dead or otherwise hazardous tree branches or dead trees (palm or hardwood) outside the Contract specifications shall be brought to the attention of the property for pre-approval by submitting a proposal and subsequent immediate removal.

All extraneous leaves, weeds, trash, limbs, and debris shall be removed from the property during each routine pruning/detail schedule.

J. Neglect and Vandalism

If applicable, any and all damage to homeowners' property, including but not limited to wiring, screening, downspouts, and A/C units is to be reported to the homeowners and the property prior to the end of business on the day the damage took place. The Contractor shall make this repair within seven (7) calendar days or the property shall hire an independent vendor who is licensed, insured and approved by the property. The amount of this repair through a third party vendor shall be deducted from ASI Landscapes invoice.

Turf, shrubs, trees, or plants damaged or killed due to ASI Landscapes operations, negligence or chemicals shall be replaced immediately at no cost to the property. If plant damage or death is caused by conditions beyond the ASI Landscapes's control, replacement shall be at the property's expense.

Sprinklers or structures damaged due to ASI Landscapes's operations shall be replaced by our Team immediately at our expense within 24 hours. Damage caused by others shall be promptly reported to the property.

All water damage resulting from our Team's negligence shall be corrected at our expense.

Damage to or theft of landscaping and irrigation components outside ASI Landscapes's responsibility shall be corrected by our Team at the property's expense, upon obtaining authorization to proceed.

K. Quality

Landscaping materials installed must meet or exceed state and/or local codes and/or ordinances of the State of Florida (Florida #1 or Florida Fancy Plants and Trees) Plants shall be healthy, well branched, and densely foliated, with well-developed root systems, free of pests. the property reserves the right to reject any plant material(s) deemed not to meet expectations.

Fertilization and Pest Control Specifications

1. ASI Landscapes under F.S. 482.2267 shall provide appropriate notification to persons registered with the state registry before making a pesticide application to the property of a state registered person. A licensee or limited certificate holder must notify said person at least 24 hours before applying the pesticide. Notification may be made by telephone, by mail, in person, or by hand delivery. Notification shall include the location to which the pesticide is to be applied and must also include information on the type of pesticide to be used.
2. Application reports providing location of application date, type of chemical applied, application rates, name of technician and company shall be submitted to the property.
3. Copies of product labels and Material Safety Data Sheets must be provided to the property.
4. All materials will be used for intended purpose as approved by regulatory standards.
5. All materials shall be applied per the label's specifications and guidelines.
6. Lawn and pesticide signs shall be posted at the location the day before the application of chemicals for safety and compliance, then removed within 5 days following application.
7. CAM and representatives of the property reserve the right to be present when chemicals are being mixed and applied.
8. Specifications are performance based and control of all pests, to the complete satisfaction of the property, is the responsibility of ASI Landscapes.

asi landscapes
A Yardnique Company

A. Turf Care Specifications: *St. Augustine Turf*

ASI Landscapes shall follow UF/IFAS Extension to provide fertilization & insect, disease & broadleaf (primarily but not exclusively) weed control to all areas of St. Augustine turf. ASI Landscapes shall submit yearly schedules for fertilizer and pest control to be posted on the community website.

All fertilizers utilized must contain a nutrient package specifically blended for the property's unique landscapes and will have a minimum of 50% slow-release nitrogen source to ensure extended performance. A complete minor element package shall be included with each application to ensure that all the requirements of a Florida landscape are provided. The method of application will be dependent upon the landscape layout.

Fertilizers shall not be applied near water, storm drains or drainage ditches. Do not apply if heavy rain is expected.

ASI Landscapes shall provide a copy of all fertilizer and pesticide labels to the property upon request.

ASI Landscapes shall employ methodology consistent with "Florida Green Industries Best Management Practices."

Counties with an adopted fertilizer ordinance shall prevail during the months of June – September and serve as a guide to nutrient selection and timing.

NOTE: Bahia areas and excessive weed areas will be excluded from any fertilization and agronomy programs unless otherwise negotiated. Pond banks are excluded from fertilization and agronomy programs for environmental considerations.

Optional Organic Agro Program

At the discretion of the community, ASI Landscapes will implement the following Organic Agro Program:

- Early Spring Apply 5-3-0 Organic at 5 lbs. per 1000 sqft
- Late Spring Apply 12-4-6 Sentry and Micronutrients at 4 lbs. per 1000 sqft
- Summer 5-2-4 Sustane at 10 lbs. per 1000 sqft
- 12-4-8 Sentry at 5 lbs. per 1000 sqft
- Late fall 10-10-16 Sentry at 5 lbs. per 1000 sqft

Other products to consider:

- Zeitgeist – beneficial fungi
- BioKelp Humic – seaweed extract and humic

A. Turf Care Specifications: *excludes Bahia*

Treatment- Application Dates - Type - Description (unit of measure) – Material

1- February - Granular- Fertilization 24-0-10 75% slow release + Premergent
2 -April - Granular- Fertilization with Chinch bug - 21-0-10 75% slow release+ Insecticide
3 -June - Liquid -Liquid Fertilization with Chinch bug control - High MN (fl Oz) + Insecticide (as needed)
4 -September - Granular- Fertilization 10-0-20 50% slow release + Micros
5 -October - Liquid Chinch bug Service - Arena 50 WP (as needed)
6 -November - Granular - Fertilization - 24-0-11 50% slow release + Micros
*All granular applications are applied at 1lb.N/1000 square feet.

IPM and Misc Applications

As needed - Liquid Winter weed control of broadleaf's Amine 400
As needed - Liquid with Amine 400 or for sedge control Certainty
As needed - Liquid Summer Weed control of broadleaf weeds Mansion/MSM (oz)
As needed - Liquid Broadleaf weed control all seasons Celsius & Octane

*All newly turned over lawns will be immediately fertilized with 24-0-11 50% slow release + micros at 1lb.N/1000 square feet.

Enhanced BERMUDA CARE PROGRAM (Optional)

- Core Aerification/Verticutting: should be performed a minimum of one (1) time annually in the Spring utilizing equipment specifically designed for each purpose. Tine aerification and/or disk verti-cutting will ensure turf vigor and minimize thatch accumulation. Dragging plugs/clipping will breakdown debris and help re-fill holes and cut marks while leaving most debris back into the environment.

- Topdressing: Topdressing with certified sand specifically designed for this application will more quickly fill holes left by aerification allowing for quicker root growth.

- Rye Over-seeding: Bermuda turf can be over-seeded in the Fall season (mid-October) utilizing “Double Eagle” premium blend perennial ryegrass seed at an application rate of (8–10) lbs per 1000 sf.

B. Turf Weed Control

The control of broadleaf weeds shall be included in the Contractor's program. Herbicides should be applied only when temperatures are below 90 degrees and wind drift is at a minimum to avoid turf damage.

The lawn herbicide treatments will consist of a minimum of one mandatory blanket application and quarterly IPM visits by a qualified technician or as specified in the Contract. Premium product will be used to prevent surge growth, but still allow for an attractive, healthy, vigorous lawn.

- Due to the unavailability or restricted use of effective control products, the prevention or control of crabgrass, Bermuda grass, and sedges are not part of this proposal. At the expense of the property, specific areas of crabgrass, Bermuda & sedges may be replaced by ASI Landscapes, if approved by the property.
- Weed control in St. Augustine turf is to be maintained at no more than 10% area infested in any given parcel.

C. Turf Insect Control

Appropriate insecticides will be used for lawn damaging insects. All turf will be inspected monthly by a qualified technician or personnel for follow up as necessary. Inspection reports shall be submitted to the property, documenting inspections. Chinch bug and other insect damage are the responsibility of ASI Landscapes to repair.

- Treatment of active ant mounds shall be included in this agreement.
- Preventative grub control is expected and shall be applied, as needed, following the monthly inspections as noted on the map. Curative spot control is also expected where and when it exists.

D. Turf Care Specifications

Appropriate insecticides will be used for lawn damaging insects. All turf will be inspected monthly by a qualified technician or personnel for follow up as necessary. Inspection reports shall be submitted to the property, documenting inspections. Chinch bug and other insect damage are the responsibility of ASI Landscapes to repair.

- Treatment of active ant mounds shall be included in this agreement.
- Preventative grub control is expected and shall be applied, as needed. Curative spot control is also expected where and when it exists.

E. IPM Defined

At ASI Landscapes, we are proud to align our landscape management strategies with the science-based principles set forth by the University of Florida IFAS Integrated Pest Management (IPM) program. We believe that responsible stewardship of the environment begins with informed action.

By following UF/IFAS IPM guidelines, we:

- Prioritize prevention and monitoring to reduce the need for reactive chemical treatments
- Emphasize environmentally responsible pest control through cultural, mechanical, biological, and — when necessary — targeted chemical methods.
- Train our teams regularly on UF/IFAS best practices to ensure that our approach is safe, sustainable, and effective
- Support healthy ecosystems and pollinator-friendly landscapes across the properties we serve.

This commitment reflects our core mission: to deliver high-quality, sustainable landscape solutions that protect both the beauty of our communities and the health of the environment.

Key IPM Processes Used in Landscaping:

1. Monitoring & Scouting

What it is: Regular inspection of landscapes to detect pests early, identify beneficial insects, and assess overall plant health.

Why it matters: Early detection allows for targeted and minimal intervention, reducing the need for broad-spectrum pesticides.

Example: Weekly walk-throughs to check for signs of chinch bugs in St. Augustine grass or aphids on ornamentals.

2. Correct Pest Identification

What it is: Identifying pests accurately before deciding on a treatment method.

Why it matters: Misidentification can lead to ineffective treatments and unnecessary chemical use.

Example: Differentiating between lawn damage caused by grubs vs. fungal disease.

3. Cultural Controls

What it is: Landscape practices that discourage pest problems by promoting healthy plants and soil.

Methods include - Proper mowing height, Irrigation management (avoiding overwatering) Fertilization according to soil tests;

Example: Using mulch to suppress weeds and retain soil moisture while preventing fungal disease from splashing onto plant leaves.

4. Mechanical & Physical Controls

What it is: Use of tools or barriers to prevent or remove pests.

Examples: Hand-pulling weeds, Installing root barriers to deter invasive plants, Pruning infected limbs to stop disease spread.

E. IPM Defined

5. Biological Controls

What it is: Encouraging or introducing natural predators or beneficial organisms.

Examples: Releasing lady beetles to control aphids, Preserving parasitic wasps that target whiteflies

Note: Avoiding insecticides that harm beneficials is key.

6. Chemical Controls (Last Resort)

What it is: Targeted use of pesticides when other methods are not effective or feasible.

UF/IFAS recommends: Using selective, low-impact products, Spot-treating rather than blanket applications, Rotating chemical classes to prevent resistance

Example: Applying a targeted insect growth regulator (IGR) for whitefly control only after population thresholds are met.

7. Threshold-Based Decision Making

What it is: Only taking action when pest populations exceed a level where damage becomes economically or aesthetically unacceptable.

Example: Tolerating minor chinch bug presence until they reach levels that threaten turf health.

8. Documentation & Evaluation

What it is: Keeping records of pest observations, treatments, and outcomes to refine future actions.

Why it matters: Builds a data-driven strategy over time.

Example: Logging each treatment site visit and outcome in a landscape management software.

Summary: These processes help ASI Landscapes deliver services that are:

- Proactive, not reactive
- Environmentally responsible
- Tailored to each property's unique needs

F. Turf Warranty

All turf under the care of ASI Landscapes that dies due to damage from biotic agents such as pests or from abiotic factors such as fuel spills, weed control or fertilizer burn, will be replaced by the ASI Landscapes at no expense to the property.

All turf damaged from acts outside of ASI Landscapes discretion or "Acts of God" shall not be the responsibility of ASI Landscapes. These include but are not limited to heat restrictions, excessive rainfall, and severe weather.

G. Small Tree/Shrub Care (<10') Program

1. Fertilization: Tree and shrub fertilization shall be performance based, minimum quarterly applications of 8N-2P2O5-12K2O +4Mg or other similar recommended fertilizer blend with all necessary minor elements. The blend should be 100% slow release or an equivalent.

- Trees less than six (6) inches trunk diameter will be included in standard fertilizer program; trees over this diameter will be fertilized with the lawn application.
- Counties with an adopted fertilizer ordinance shall prevail and serve as a guide for nutrient selection and timing.

2. Integrated Pest Management: Pesticides will be used on an as-needed basis and in general areas having the problem. A curative approach shall be implemented for insect and disease management in turf and landscape areas when damaging thresholds have been identified as negatively impacting either health or aesthetics. In areas where problems persist, a preventative approach should be implemented.

   ASI Landscapes personnel should be diligent in scouting for damaging pests. Horticultural pest control and or appropriate recommendations will be provided to minimize injury to ornamental plants, achieved by monitoring the property during services.

3. Ant Control: All ant mounds shall be treated during routine maintenance activities or within 48 hours of being reported. Community parks and other common property shall be considered an emergency and shall be treated within 24 hours of being reported. Ant control does not include a blanket treatment of the property.

Treatment - Application Dates - Type - Description (unit of measure) - Material

1 - March - Granular - Fertilization of Ornamental Beds - 13-0-13 50% slow release Micros*

2 - April-June - Liquid - Ornamental Bed weed control Pre M AquaCap/Sure Guard

3 - October/November -Liquid -Pre-emergence bed weed control - Pre M AquaCap/Sure Guard

4 - Oct 15/Nov - Granular - Fertilization of Ornamental Beds - 13-0-13 50% slow release + Micros*

*High value palms substitute for 13-0-13 with 8-2-12 Southern Palm special

IPM and Misc Applications

As needed - Liquid Insect and Scale Control - Crosscheck Plus

As needed - Liquid Spider mite control - Avid/Forbid

As needed - Liquid General Disease Control - T Storm (lb)

April/May & September - Liquid Plant growth reduction – TrimTect

As needed - Liquid Broad leaf weed control in beds – Round-Up Pro

Note: Additional necessary fertilizations or soil amendments for turf, shrubs and trees to address deficiencies due to environmental conditions, poor soil conditions, etc., fall outside of this contractual program but can be provided via separate written authorization and invoice as needed as needs are discovered and identified.

Plant Material Program

All plant, shrub or tree material shall be inspected and approved by the property before being planted. If a plant, shrub, or tree dies from insect or disease damage while under this tree/shrub/palm care program within one (1) year, it will be replaced, at no cost to the property, with one of equal value and that is reasonably available and approved by the property.

Palm Tree Program

Fertilization:

Palm tree fertilization shall be quarterly and is performance based, not treatment based. Yarrdnique shall use the complete fertilizer blend with all necessary minor elements listed below. The blend should be 100% slow-release N.

The 8N-2P2O5-12K2O +4Mg with micronutrients fertilizer blend (100% Slow Release) shall be applied at a rate providing 1.5 lbs of the 8N-2P2O5-12K2O+4Mg with micronutrients fertilizer (not N) per 100 sq. ft. of palm canopy area, bed area, or landscape area. The suggested rate shall be used to determine the actual amount applied to each tree, which shall be applied to a narrow circumference of the base of the tree.

Therapeutic applications of minor elements are to be included to ornamental palms indicating need.

Counties with a Fertilizer Ordinance shall prevail and serve as a guide.

Palm Integrated Pest Management:

Pesticides will only be used on an as-needed basis and only in areas having the problem except for bud drenching as mentioned below. A curative approach shall be implemented for insect and disease management when damaging thresholds have been identified as negatively impacting either health or aesthetics.

Preventative vs. Therapeutic

For optimal palm health, preventative maintenance is far superior to therapeutic maintenance, as it proactively safeguards against diseases and insect infestations. Regular inspections, appropriate fertilization, proper watering, and timely pruning can fortify palms, making them less susceptible to issues. Preventative measures address potential problems before they arise, ensuring robust growth and longevity.

In contrast, therapeutic maintenance often involves addressing symptoms and root causes after significant damage has occurred, leading to delayed recovery and increased maintenance costs. By prioritizing preventative care, you can maintain healthier, more resilient palms and reduce the need for extensive treatments later on.

Irrigation Maintenance Specifications

FREQUENCY: ASI Landscapes shall perform a complete irrigation maintenance inspection as indicated in the contract. The irrigation inspection shall include the following: adjusting rotor or spray heads, confirming that rain sensors are active and functioning properly, confirming that all zones are operating, confirming that all types of irrigation heads are clear and free of any debris, confirming that all irrigation valve box lids are in place and visible and inside the valve boxes the valves are clear of any soil or grass debris and confirming all valve boxes have no damage.

If the system uses reclaimed water provided by county utilities, ASI Landscapes will maintain communication with the County on behalf of the property. This communication is intrinsic to the operation of the system and this, coupled with the inspection reports, will substantiate the status of the supply, pressure, and any potential restrictions.

Our Team is responsible for adjustments to watering schedules as needed for weather, new sod, plants, trees or other improvements. When necessary, our Team will provide backup reports, run times and run dates to the property.

Our Team will respond to generated work orders within 24 business hours. Work orders must be completed to the satisfaction of the property or resident, or the repair or replacement scheduled within 72 business hours. This schedule may change during the dry season.

All emergency irrigation repairs must be controlled within two (2) hours of notification. An emergency is deemed to be a stuck valve, broken mainline, or heads spraying into soffits, fasciae or into the interior of a unit.

Major irrigation repairs require pre-approval and will be completed on a separate work order upon approval by the property. Major repairs include but are not limited to, main lines 2’’ and larger, satellite controllers/ESP Controllers/Common Boards/Zone Boards, pumps, backflows, and rain sensors.

ASI Landscapes will be responsible for any damage to the turf or plants due to either under watering or over watering by the irrigation system. Our Team will be responsible for adjusting irrigation run times, gallons per minute and or water coverage due to seasonal changes as needed. ASI Landscapes will not be held responsible for failure of main irrigation water supply, water pressure or water restrictions imposed by a statutory or similar authority.

Our Team shall document each inspection in writing and provide to the property within 72 hours of completion.

asi landscapes
A Yardnique Company

Storm Preparedness

In the event of a forecasted weather event, such as but not limited to hurricanes and tropical storms, the property may deem it necessary to suspend all operation of irrigation equipment, pump stations, and to secure controllers to avoid power surges and any catastrophic events such as an uprooted tree that breaks a mainline.

1. Storm remediation shall begin immediately following the storm's passage, once it's safe for crews to assess and address the damage.
2. Depending on the severity of the storm, remediation efforts might commence within 24 to 48 hours to prevent further damage or hazards.
3. Storm remediation may be delayed until after local authorities have conducted safety inspections and given clearance for cleanup activities to begin.
4. If the storm has caused widespread damage, an emergency meeting will be called with 48 hours to coordinate extended plan and mobilization efforts
5. Insurance assessments or obtaining permits may delay storm remediation efforts in certain cases.

Remediation Plan and Pricing:

Initial site visit to assess the damage caused by the storm.

Remediation plan to include:

- Debris Removal
- Tree Pruning or Removal
- Soil Erosion Control
- Replanting
- Administrative: Permit fees, dump fees, transportation costs, misc. expenses

ASI Landscapes is not be responsible for any severe weather-related cleanup (hurricane, tornado, etc.) outside the normal contracted scope of services. Upon mutual agreement, normal contracted services may be exchanged for severe weather cleanup services. Upon mutual agreement, missed mowing services or any other missed contractual service may be credited to the property with a specific dollar value to be applied to future services.

Special Services Specifications

A. BEDDING PLANTS: Annual plants (client optional) are to be replaced four (4) times per year as directed and approved by the property. No period between installations shall exceed three and one half (3.5) months. Price per plant installed is to be noted.

- Annual flowers are a separate line item.
- Major renovation of annual beds shall be performed twice per year, at the beginning of each Contract year. The annual flower beds should be eight inches high at their highest point and angled for the best appearance. A potting mix specifically blended for annuals will be used. The potting mix will be "topped off" as needed during change outs, as part of this agreement. Four inch-potted annuals will be planted on eight-to-ten-inch centers, depending on the variety. Any annual(s) that declines in health or dies, will be replaced at no cost to the property with like variety, maintaining the annual display in its best display appearance. Contractor will be responsible to purchase, install, and dispose of all debris.

B. INSTALLATION SPECIFICATIONS:

1. All plants are to be installed utilizing a triangular spacing of 8-10" between plants.
2. All beds will be cleaned and hand/machine cultivated prior to installation of new plants.
3. Granular time released fertilizer; pre-emergent and a granular systemic fungicide will be added to the bedding soil at the time of installation.
4. Follow-up applications of fertilizer, fungicide, and insecticide will be provided as needed or as requested by the property.
5. All landscaping materials installed must meet or exceed all state and/or local codes and/or ordinances of the State of Florida (Florida #1 or Florida Fancy Plants and Trees). All plants shall be healthy, well branched, and densely foliated, with well-developed root systems, free of disease and insect pests.
6. Included in the unit pricing is the addition of planting soil and amendments a minimum of one time per year.

C. WARRANTY: Plant material installed by Contractor shall be warranted for one full calendar year. Plant material under Contractor's warranty which dies due to unaddressed issues, insect damage, or diseases referenced in this RFP shall be replaced under the stated warranty within (15) fifteen business days.

Mulching Policy

The purpose of this policy is to outline the standards and practices for the use of mulch in landscaping projects to ensure optimal plant health, soil conservation, and aesthetic appeal while promoting environmental sustainability.

Mulch application should be performed during the months of January through March, and August through October.

Types of Mulch:

Preferred Mulches:

Organic mulches: Pine bark, cypress mulch, hardwood mulch, straw, leaves, and compost.

Recycled or repurposed materials: Melaleuca mulch, recycled wood chips.

Nonrecommended Mulches:

Non-biodegradable mulches: Rubber, plastic, dyed wood chips that may contain chemicals harmful to plants.

1. **Mulch Application**:

   Depth: Apply mulch at a depth of 1-2 inches for optimal moisture retention and weed suppression. Do not exceed 3 inches to avoid smothering plant roots.

   Placement: Keep mulch away from the base of trees, shrubs and structures (leave a 2-3 inch gap) to prevent rot and pest infestation.

   Replenishment: Replenish mulch annually or as needed to maintain the desired depth and appearance.

2. **Site Preparation**:

   Weed Control: Remove weeds and grass from the mulching area before application. Consider using landscape fabric under mulch for additional weed control.

   Soil Preparation: Ensure proper soil preparation, including aeration and amendment, before applying mulch to support plant health.

   Trenching – Bedline edges shall be trenched and beveled at a depth of 3” along hard surfaces or annual beds, 1” is required along turf bedlines.

3. **Environmental Considerations**:

   Sourcing: Source mulch from sustainable and local suppliers whenever possible to reduce environmental impact.

   Conservation: Use mulch to conserve soil moisture, reduce erosion, and improve soil health.

   Recycling: Encourage the use of recycled organic materials as mulch to promote environmental sustainability.

4. **Quality Control**:

   Inspection: Regularly inspect mulched areas for signs of excessive moisture, pests, or disease and take corrective actions as needed.

5. **Customer Education**:

   Information: Educate customers about the benefits of mulch, proper maintenance, and the importance of sustainable practices.

   Recommendations: Provide recommendations for mulch types and application based on specific landscape needs and conditions.

6. **Records**:

   Records: Maintain records of mulch types, sources, and application dates for all projects.

Aquatic Services

WE OFFER A FULL SUITE OF SERVICES TO MANAGE LAKES, PONDS, WETLANDS AND STORMWATER SYSTEMS.

ROUTINE MAINTENENACE SERVICES FOR ALL APPLICATIONS

Small Skiffs/Backpacks
Pond Applications

Truxors
Mechanical Pond Cleaning

Aeration Full-Service
Install/Repair/Maintenance

Fisheries Full-Service
Stocking/Electro/Survey/Lime

Brush Mowers
Stormwater

Stormwater Maintenance
Debris/Trash, Minor Repairs, Equipment Maintenance

Stormwater Compliance
Inspection, Consulting, BMP

Infrastructure
Structural Repairs, Restoration, Sedimentation

WE SERVICE ANY LARGE SCALE AND SPECIALTY APPLICATION

NO PROJECT IS TOO DEMANDING FOR TIGRIS

Large Skiffs

Airboats

Barges
Nutrient Mitigation

Surveys/Mapping

Marsh Master
Wetlands

Harvesters

Aquamog

Dredging
Sedimentation

Syncscape

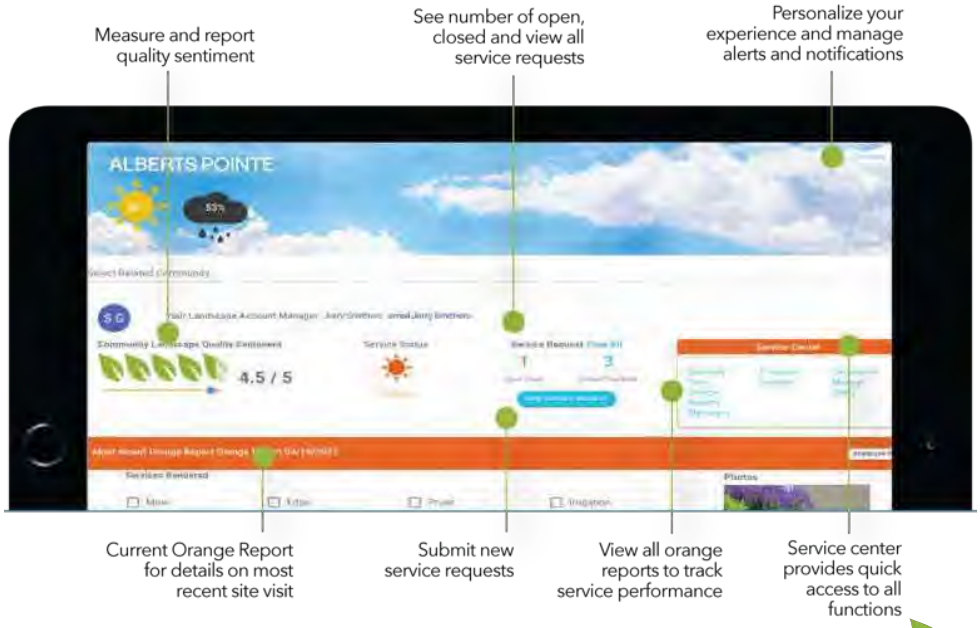
ASI Landscapes is proud to introduce our customer portal, that automates weekly reports and service updates, Syncscape. This provides our customers with complete access to all invoices, service alerts and service requests with the ability to extend access to board members and/or residents as desired and managed by the property manager.

Offered exclusively to our customers, syncscape™ will be utilized for the property. Any time of day, the property manager is able to view status updates and/or receive text or email notifications to keep you informed of progress through completion.

- Service reports after every visit
- Online service request submission and tracking
- Track quarterly landscape plan progress
- All invoices, proposals, and contracts in one place
- Manage board and community member access
- Measure landscape quality sentiment
- Automated email and text notifications
- Message team members any time of day

Syncscape™ puts all information at your fingertips any time of day and every day. Our customers are always up to date about the services performed, service requests, irrigation health and landscape installation status. Check out Syncscape on YouTube.

Landscape Performance in Clear View



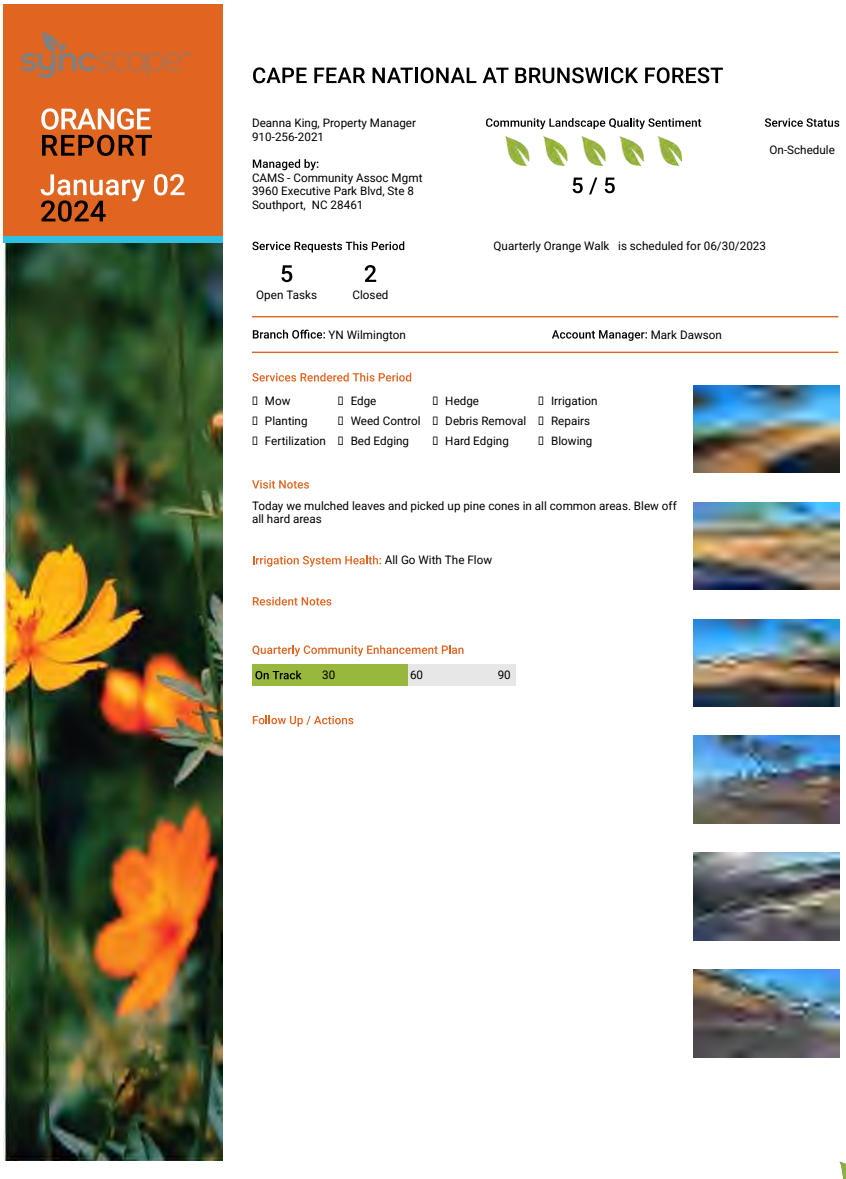
asi landscapes
A Yardnique Company

Orange Reports (Service Report)

Each service is documented by the Orange Report. Crew leaders are responsible for inputting information including the services rendered, visit notes, irrigation system health, notes regarding individual resident homes, and any follow up actions. We also encourage our crew leaders to take pictures of the property to publish with the Orange Report.

Prior to publishing each orange report to the community, the ASI Landscapes account manager must review and approve the report. The property has the option of receiving the Orange Report by email or text message.

Orange Reports also includes the quality sentiment as determined by the property Property Manager, the open and closed service requests from the community, and the scheduled property walk/review date.



syncscape

ORANGE REPORT

January 02 2024

CAPE FEAR NATIONAL AT BRUNSWICK FOREST

Deanna King, Property Manager
910-256-2021

Managed by:
CAMS - Community Assoc Mgmt
3960 Executive Park Blvd, Ste 8
Southport, NC 28461

Community Landscape Quality Sentiment

5 / 5

Service Status

On-Schedule

Service Requests This Period

5 Open Tasks

2 Closed

Quarterly Orange Walk is scheduled for 06/30/2023

Branch Office: YN Wilmington

Account Manager: Mark Dawson

Services Rendered This Period

- ▯ Mow
- ▯ Edge
- ▯ Hedge
- ▯ Irrigation
- ▯ Planting
- ▯ Weed Control
- ▯ Debris Removal
- ▯ Repairs
- ▯ Fertilization
- ▯ Bed Edging
- ▯ Hard Edging
- ▯ Blowing

Visit Notes

Today we mulched leaves and picked up pine cones in all common areas. Blew off all hard areas

Irrigation System Health: All Go With The Flow

Resident Notes

Quarterly Community Enhancement Plan

On Track 30 60 90

Follow Up / Actions

asi landscapes
A Yardnique Company

Quarterly Plan

Quarterly Plans are forward looking reports based on the plan for the community for the upcoming quarter of service. The ASI Landscapes account manager is responsible for inputting the information into our Syncscape platform and marking as complete as the tasks are completed. The total quarterly plan completion percentage is based on the number of tasks completed in each quarterly plan divided by the total number of tasks in each quarter.

This report serves as the communities look inside the schedule for service in the upcoming months including irrigation startup/shutdown, fertilization & pest control calendar, seasonal flower installation, and mulch application timing.

syncscape

QUARTERLY PLAN
Q4 2023

COMPASS POINTE MOA

100%

October

30

Tasks

October - 2 service visits	Completed
Mowing – Will be performed two times if needed based on weather conditions Blowing off Hard Surfaces – Will be performed during each service visit Weed Control - Spot Post emergent herbicide where needed in landscape beds	Completed
Pruning – Continue pruning of plant material around all homes	Completed

Notes

November

60

Tasks

November - 2 service visits	Completed
Pruning – Continue pruning of plant material around all homes	Completed
Turf Treatment – Application of pre and post emergent weed control and fertilizer on all turf areas	Completed
Leaf Removal - Will be performed if needed	Completed

Notes

December

90

Tasks

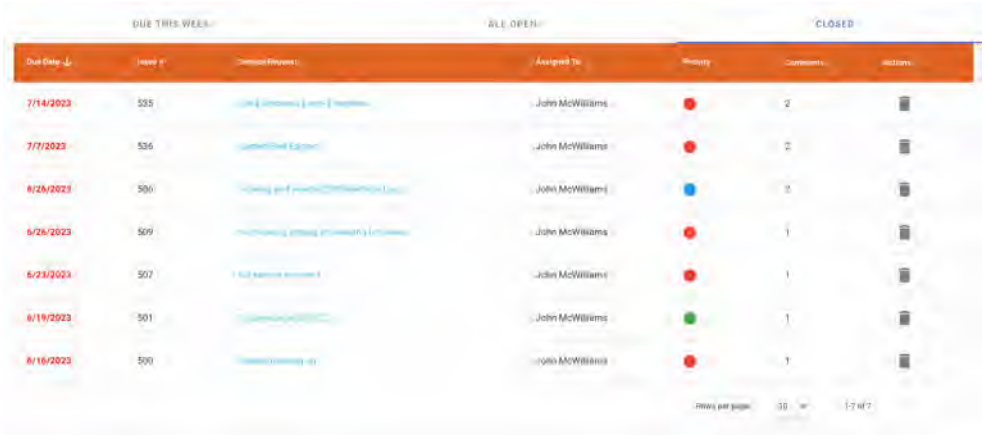
December - 2 service visits	Completed
Leaf Removal - Will be performed if needed	Completed

Notes

asi landscapes
A Yardnique Company

Service Request Tracking

Included in Syncscape access is a service request tracking system for all open, closed, and due this week service requests. The property has the ability to **share access to each of your residents** as needed. All service requests require a title, service request type (selected from dropdown options), service request description, priority, and residence address or location of the request. Target completion date is also required to determine if the request is an immediate need or to be completed in a certain time table.



Documents

All of the reporting encompassed in the property will be stored in the Syncscape documents area with 24/7/265 access for the Property Manager and Board Members. This means that there will be one area to review and download reports such as the Fertilization Control Schedule, Turf Herbicide Schedule, Pesticide Control Schedule, Mulching Schedule, Palm Pruning Schedule, Tree Pruning Schedule, etc.

Landscape Design Services

ASI Landscapes is uniquely qualified to assist with landscape enhancements and design services that will elevate the presence of the community. We are always cognizant of budget and balance beauty, color, and other elements with environmental impact and long-term maintenance costs. We provide design services from the ground up and can property zone specific plans.

- Comprehensive site analysis and micro-climate assessments
- Color, texture, and shading studies
- Entrance, common area, and walkway planning
- Irrigation, drainage, and water management
- Lighting design for safety and energy efficiency
- Planning for trees, shrubs, flowers, and plants

We offer a variety of landscape design options that are customized around individual property characteristics and long-term improvement requirements.

Basic Design Visualization
Working collaboratively, we create a visual depiction of landscape spaces that bring your vision to life so you can see every space for its potential beauty.

Long-term Conceptual Plan
A more intensive planning process that takes into consideration long-range planning – focusing on renovation of key property areas.

Comprehensive 3D Modeling
We offer a comprehensive re-envisioning of the landscape environment from plants and hardscapes to lighting and custom features.

asi landscapes
A Yardnique Company

yardnique
love thy neighborhood

The best landscapes on earth

HOA on a grand scale

Lighting the way

Mulch and Straw Installation

Common areas that make a difference

An impressive entrance

Lush community areas enhance value

Pristine community areas

Perfectly manicured and ready for enjoyment

Appendix I

Financial Statements

Tel: 757-640-7190
Fax: 757-640-7297
www.bdo.com

300 East Main St., Suite 1300
Norfolk, VA 23510

Independent Auditor's Report

The Stockholder and Board of Directors
YN Holdings, LLC and Subsidiaries
Morrisville, North Carolina

Opinion

We have audited the consolidated financial statements of YN Holdings, LLC and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2023, and the related statements of operations, changes in members' equity and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying 2023 consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter

The 2022 consolidated financial statements of the Company were audited by other auditors, whose report dated April 27, 2023 expressed an unmodified opinion on those statements.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

BDO USA, P.C., a Virginia professional corporation, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

BDO USA, P.C.

April 30, 2024

Consolidated Financial Statements

YN HOLDINGS, LLC AND SUBSIDIARIES

Consolidated Balance Sheets

December 31,	**2023**	2022
Assets		
Current Assets		
Cash	**$ 2,149,700**	$ 3,280,809
Accounts receivable, net	**11,355,885**	8,851,759
Contract assets	**28,299**	-
Prepaid expenses and other assets	**1,161,109**	855,239
Due from sellers	-	282,011
Inventories, net	**236,989**	164,450
Total Current Assets	**14,931,982**	13,434,268
Property and equipment, net	**24,502,599**	17,978,431
Right of use asset	**2,961,243**	2,998,488
Noncurrent Assets		
Goodwill, net	**49,030,497**	49,680,238
Intangible assets, net	**11,392,297**	13,293,137
Total Noncurrent Assets	**60,422,794**	62,973,375
Total Assets	**$ 102,818,618**	$ 97,384,562
Liabilities and Members' Equity		
Current Liabilities		
Current portion of equipment notes payable	**$ 2,416,525**	$ 780,776
Current portion of RGA note payable	**593,738**	528,738
Line of credit	**461,273**	1,618,576
Accounts payable	**4,438,865**	3,255,771
Current portion of contingent earn-out seller subordinated notes payable	**986,111**	1,763,889
Current portion of lease liabilities	**953,717**	835,080
Contract liabilities	-	84,035
Deferred revenue	**32,428**	146,844
Accrued payroll, interest, and other expenses	**2,960,203**	1,976,973
Redepmtion payable	**4,000,000**	-
Holdback payable	**1,794,034**	-
Earn-out payable	**450,000**	800,000
Total Current Liabilities	**19,086,894**	11,790,682
Long-term Liabilities		
Equipment notes payable and loans, net of current portion	**6,782,320**	2,771,051
RGA note payable, net of current portion and deferred financing costs	**56,370,061**	49,969,383
Contingent earn-out seller subordinated notes payable, net of current portion	-	2,736,111
Lease liabilities, net of current portion, other long term liabilities	**2,056,509**	2,183,208
Total Long-Term Liabilities	**65,208,890**	57,659,753
Total Liabilities	**84,295,784**	69,450,435
Members' Equity	**18,522,834**	27,934,127
Total Liabilities and Members' Equity	**$ 102,818,618**	$ 97,384,562

See accompanying notes to consolidated financial statements.

YN HOLDINGS, LLC AND SUBSIDIARIES

Consolidated Statements of Operations

Year Ended December 31,	**2023**	2022
Sales	**$ 121,548,071**	$ 86,760,033
Cost of Sales	**89,287,172**	64,216,208
Gross Profit	**32,260,899**	22,543,825
Operating Expenses		
Selling, general, and administrative	**17,021,728**	12,589,763
Depreciation and amortization	**14,145,126**	9,959,918
Total Operating Expenses	**31,166,854**	22,549,681
Income from operations	**1,094,045**	(5,856)
Other Expense (Income)		
Interest expense	**7,154,244**	4,778,582
Other income	**(3,119,215)**	-
Other expense	**2,959,474**	2,100,283
Total Other Expense	**6,994,503**	6,878,865
Net Loss Before Taxes	**(5,900,458)**	(6,884,721)
Income Tax Expense (Benefit)	**1,500**	-
Net Loss	**$ (5,901,958)**	$ (6,884,721)

See accompanying notes to consolidated financial statements.

Appendix II

General Certificate of Insurance

YARDNIQ-02 SLLEONAR1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/17/2024

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

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

PRODUCER
Towne Insurance Agency, LLC
7100 Falls of Neuse Road
Raleigh, NC 27615

CONTACT NAME: Sarah L. Leonard
PHONE (A/C, No, Ext): (919) 882-5175 FAX (A/C, No): (919) 872-2033
E-MAIL ADDRESS: sleonard@towneinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Company of the Southeast	39926
INSURER B : Selective Insurance Company of America	12572
INSURER C : Builders Mutual Insurance Company	10844
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Yard Nique, Inc.
YN Intermediate Holdings, Inc., YN Holdings, LLC
10014 Chapel Hill Rd
Morrisville, NC 27560

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	S 2537295	4/30/2024	4/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	S 2537295	4/30/2024	4/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	S 2537295	4/30/2024	4/30/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WCP 1094817 04	1/7/2024	1/7/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Equipment Floater			S 2537295	4/30/2024	4/30/2025	Deductible: $2,500	150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as additional insured for general liability and automobile liability, on a Primary and Non-Contributory basis, per attached forms CG7300/CG7921/CA7809, as required by written contract.
Waiver of Subrogation applies in favor of Additional Insured for General Liability, Automobile Liability, and Workers Compensation, per attached forms: CG7300/CA7809/WC000313. Umbrella Liability is form following.

CERTIFICATE HOLDER

For Informational Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

END OF DOCUMENT

THANK YOU
asi landscapes
A Yardnique Company

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE MAINTENANCE CONTRACTOR
QUALIFICATIONS For LANDSCAPE RFP
JUNE 14, 2025

SECTION 1: COMPANY INFORMATION

1. Business Name: BrightView Landscape Services, Inc.
Address: 415 27th Street
Ruskin, FL 33570
Telephone: 813 641-3672 Fax: 813 641-7982
Web Site: www.brightview.com
E-Mail: lloyd.radder@brightview.com / Michael.obrien@brightview.com

2. Is the firm a: Sole Proprietorship _____ Partnership _____ Corporation XX
Not a Minority Business.

3. If Applicant is a Corporation, is it incorporated in the State of Florida:
Yes (X) (if yes, proceed to Sec 6.1) No ( ) (if no, proceed to Sec 6.2) N/A ( ) (if N/A, proceed to question 8)

3.1 If yes, provide the following:

Is Applicant in good standing with the Florida Department of State, Division of Corporations? Yes (X) No ( ) N/A ( )

If no, please explain _____

Date incorporated 12/15/1988 Charter No. K51636

4. How long in business? 94 years

5. Headquarters location: 980 Jolly Road, Suite 300, Blue Bell, PA 19422

6. States in which you operate: 36 States Nationwide

7. List company officers and titles for Applicant:

Company Officer	Title
Michael Dozier	Chief Commercial Officer
Rikard Beaton	Senior VP of Operations
David Lewis	Senior VP of South Sales

List company name, officers, and titles for Parent Company of Application (if applicable)

Parent Company: BrightView Companies

Company Officer	Title
Dale Asplund	CEO
Michael Dozier	Chief Commercial Officer
Vince German	VP of Sales Operation

8. Location of the Business office which would perform District Work
Street Address: 415 27th Street
City: Ruskin State: FL Zip Code: 33570
Tel: 813 641-3672 Fax Number: 813 641-7982

SECTION 2: FINANCIAL, INSURANCE AND COMPLIANCE INFORMATION

11. Landscape Maintenance Gross Revenue in 2024: $ 2,800,000,000.00

    Landscape Maintenance Gross Revenue in 2023: $ 2,600,000,000.00

    Landscape Maintenance Gross Revenue in 2022: $ 2,700,000,000.00

12. What are Applicant's current insurance limits? (Attach a copy of Applicant's certificate of insurance)

General Liability	$ 4,000,000.00
Automobile Liability	$ 5,000,000.00
Umbrella Coverage	$ As Required by Contract
Workers Compensation	$ 2,000,000.00
Expiration Date	10/1/2025

13. Please state whether the Applicant or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes ( ) No (**X**) If so, state the name of the company(ies), the State(s) or location(s) where barred or suspended, and the period(s) of debarment or suspension _____

14. Has the Applicant ever failed to fulfill its obligations under any contract awarded to it? Yes ( ) No (**X**) If so, where, and why? _____

15. Has Applicant been cited by the Federal Occupational Safety and Health Administration (OSHA) for any job site or company office/shop safety violations in the past two years? Yes ( ) No (**X**)

    If yes, please describe each violation, fine, and resolution_____

16.1 What is Applicant's current Experience Modifier Rate? .94

16.2 Has Applicant experienced any worker injuries resulting in a worker losing more than ten (10) working days because of an injury in the past two years? Yes ( ) No (**X**)

If yes, please describe each incident (Attach additional sheets if necessary)_____

17. List any judgments, suits, claims and/or liens pending against the Applicant, and any litigation that the Applicant has been a party to in the last five (5) years:
N/A

18.Financial references:

Bank: PNC Bank
Concentration Account # XXXXXX8818
800 17th NW, Washington, DC 20006 Credit Info Dept. 888 762-2265

Vendors: Vendor Partnerships:
BrightView has developed strategic partnerships directly with the larger equipment manufacturers, some of whom include: Ford, CAT, Bobcat, Novae, Echo, Exmark, John Deere.

SECTION 3: WORKFORCE INFORMATION, EXPERIENCE AND COMPANY BIOGRAPHICAL DATA

19. Does your company have an Affirmative Hiring/ Veteran Hiring Policy? Yes(X) No ( )
Describe policy on Hiring: See Below

1. The company through its responsible managers, recruits, hires, upgrades, trains, and promotes in all job titles without regard to race, color, religion, sex, national origin, age, genetic information, persons with a disability, or status as a special disabled veteran, or a veteran of the Vietnam Era, except where an accommodation is unavailable and an individual's disability is a bona fide occupational disqualification.

2. Managers shall ensure that all personnel actions such as compensation, benefits, layoffs, returns from layoffs, company sponsored training, educational tuition assistance, and social and recreational programs, shall be administered without regard to race, color, religion, national origin, sex, age, genetic information, disability or veteran status, except where an accommodation is unavailable and an individual's disability is a bona fide occupational disqualification. *Continued Below*

3. Managers shall base employment decisions on the principles of equal employment opportunity and with the intent to further the company's commitment to affirmative action and equal employment. At no time will any covered employee, or covered applicant for employment, who exercises his rights pursuant to the company's Affirmative Action Policy be subject to discipline, or have his opportunities for employment adversely affected.

4. Managers shall take affirmative action to ensure that qualified minority group individuals, females, veterans of the Vietnam Era, special disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans and persons with a disability are introduced into the work force, are encouraged to aspire for promotion, and are considered as promotional opportunities arise.

5. The company invites any employee or any applicant for employment to review the company's written Affirmative Action Plans and to identify themselves either to their supervisor or to the company's EEO/AA Officer. These plans are available for inspection upon request during business hours at the Human Resources office. Any questions should be directed to me, your supervisor, or the EEO/AA Officer.

6. Covered applicants and employees are encouraged to identify themselves. This self - identification is strictly voluntary, confidential and will not result in retaliation of any sort.

20. Does your company utilize Temporary Workers (H2B) Yes (X) No ( )
Describe policy and if yes, what percentage of workforce are H2B: While the company does utilize H2B Workers, all the Florida Branches hire workers from Puerto Rico for reason of Proximity, Current US Citizenship, Driver's License Validity and Use, and ease of Transportation.

21. Does your company have a policy on drug screening? Yes (X) No ( )
Describe policy on drug screening:
All employees must submit to a pre-employment drug test prior to hire, as well Random testing, and Post-Accident testing.

22. Does your company have pre-employment drug screening? Yes (X) No ( )
Describe policy on drug screening:
All employees must submit to a pre-employment drug test prior to hire.

23. Does your company conduct safe-driver training, utilize vehicle tracking or any technologies to monitor vehicle operation? Yes (X) No ( )
Describe policy on Vehicle Operation:

24. Describe training program for employees: See the following attachment.

BrightPath Landscaper Development Program

At BrightView, we strive to be the employer of choice. We are committed to identifying new ways to differentiate our work experience. We want our crew members to know this is more than an hourly job—this is a career.

BrightPath helps our crew members:

- Learn the business, meet our customer's needs, and develop skills for a career at BrightView.
- Identify the skills and abilities needed to progress in their current role at BrightView as well as develop the skills they will need for future positions.

Through One BrightView Way, we've set standards for quality, safety and services. And, we ask our crews to deliver on those standards every day. We have clear, consistent expectations of what is required at each of the 4 levels of our Landscaper Development Program.

Through One BrightView Way, we've set standards for quality, safety and services. And, we ask our crews to deliver on those standards every day. We have clear, consistent expectations of what is required at each of the 4 levels of our Landscaper Development Program

BrightPath Landscaper

Development Program

Through ongoing learning and coaching, crew members learn new skills on-the-job and then demonstrate their progress. As crew members gain new skills, they earn opportunities for recognition and promotions.

Standard Production Methods

This program also is taught by our in-house training staff and teaches our team members the best known methods of executing the fundamental landscape operations. We have produced an in-house video library which demonstrates many of these methods.

Assistant Branch Manager Training Program

Operations Managers at BrightView Landscape Maintenance undertake a 4 training session consisting of a total of 14 days. Each session focuses on a specific discipline

- **Employee Leadership**
- **Client Relations**
- **Operational Excellence**
- **Financials**

Each manager performs pre-work and follow-up testing for each program with a certification process conducted by senior managers at the end. Account Managers work through a detailed learning process providing the skills necessary to succeed as an Operations Manager.

Irrigation Training

Regional Irrigation Leaders complete 5 sessions of training consisting of a total of 25 days. The Regional Irrigation Leader provides certification training to Irrigation Technicians on the mechanics of an irrigation system, conducting a monthly inspection and repairing components.

Account Manager Training Program

Management training includes both formal training in group settings, ongoing training support available on line and in field shadow programs.

Account Managers at BrightView Landscape Maintenance undergo a 5 course training regimen consisting of a total of 15 classroom days. Newly hired horticulturalists work through a detailed learning process over 2 years to learn the skills of an Account Manager.

Gardener Training Program

The Gardener Training Series provides consistent training of landscape maintenance employees across all of our operations nationwide. The series allows for significant hands-on training at all levels, providing a specific career path for entry-level operations employees.

The purpose of this program is to develop associates who safely and successfully perform job requirements, without direct supervision, to the complete satisfaction of the client.

25. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District in evaluating the quality and experience of such personnel. ***Please double click to open the attachments below;***

Sun City Resumes.pub

Avelar Creek Org Chart.docx

26. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape and irrigation maintenance work of your organization and who will be assigned to this contract if awarded.

Name	Position	
Michael O'Brien	Branch Manager	
Type of Work	Yrs. Exp.	Yrs. With Firm
Oversees Couth Tampa Branch	40	1

Name	Position	
Maria Adams	Senior Account Manager	
Type of Work	Yrs. Exp.	Yrs. With Firm
Manages Specific Accounts	35	35

Name	Position	
Jose Garcia	Lead Irrigation Tech	
Type of Work	Yrs. Exp.	Yrs. With Firm
Irrigation Issues	25	18

Name	Position	
Santiago Puga	Agronomics Tech	
Type of Work	Yrs. Exp.	Yrs. With Firm
Fertilizer, Chemical Apps	34	13

Name	Position	
Cal Leggett	Staff Horticulturist	
Type of Work	Yrs. Exp.	Yrs. With Firm
Hort Issues, Agronomics Design	21	11

27. Furnish company literature that describes your company and scope of operations. See Attachment Below.

Operations Structure and Staffing Model

We spend a great deal of time and effort to inspect, walk and measure the entirety of the community. We will develop an operational plan for a daily presence on site designed to merge efficiency with your expectations and the needs of the site.

Our management plan includes an on-site Account Manager, an on-site Production Manager, along with a Crew Leader, responsible for the areas of the Community.

Mapping: We will include a map (sample below) and an Organization Chart with this plan, of the entire Berry Bay Community and how we will attack and manage the landscape maintenance of all areas within the Community. Our Account Manager will be responsible for all communication between the Community and BrightView. The Account Manager will also lead and direct all functions of maintenance, repair, enhancement and application. He/She will direct an On-Site Production Manager who will instruct and carryout the plan as it progresses, and perhaps modifies, to meet specific needs. The Production Manager will direct the Crew Leader, who will hold responsibility for the Community. The Crew Leader will lead, direct, monitor and carryout the specific requirements of the Community, constantly reporting results and issues back up to the Production Manager, the Account Manager, and Ultimately the Berry Bay Community. Weekly and Monthly Communication Reports will be used not only for BrightView to track all maintenance, but to deliver timely information back to the Berry Bay Community, keeping all maintenance on track. Our communication plan will seek out and report proactively, any maintenance issue that our trained gardeners discover on-site, thereby minimizing damage and repair costs to the Community.

The Community Map that follows is an example of how we will manage the Community maintenance. Note that our Community map may differ slightly from the Area boundaries, but it is based on the most efficient way we feel will be required to perform all maintenance. The time and complexity of the Community will be carefully discussed internally, and set up to offer the most effective result. After all, the end result of how good the Community landscape looks, and the communication results between Berry Bay, Inframark and BrightView staff, will determine final results and a happy community. We are confident that our plan accomplishes all these needs.

Mow Crew: This crew will move through the site to complete all mowing operations on a 5 day schedule Monday through Friday. If additional help is needed due to inclement weather or other events, Saturday will be utilized to complete operations with additional crews as needed.

Detail & Pruning Crew: This crew will have a weekly schedule as noted in the Detail schedule map. Their duties will include ornamental, shrub and tree care along with site policing, weed removal, and leaf removal.

Account Manager: The BrightView Account Manager will be the Owner of The Berry Bay relationship and the primary point of contact for the Community's management. He/She will be responsible for scheduling and managing all operational activities, QSA's, communication with the Berry Bay staff and leadership. The Account Manager will create the company mandated Quality Site Assessment or QSA for your site on a quarterly basis. This will serve as a snapshot of the conditions on site and a management tool that helps both parties visually understand areas of concern or needs that can be tailored to be area specific.

Production Manager: This team member will be on site daily and act as the right hand of the Account Manager. This person will provide leadership and supervision to the field crews above along with directing daily operational movement to cover specific work orders communicated to us by The Berry Bay's team and the Account Manager.

Ancillary Services: There are several teams external to the Berry Bay CDD on site team that will handle a portion of the work load specific to their expertise. Tree Care outside of ground clearance will be handled by Tree Care Crews as scheduled. Seasonal color bed consultation, design, installation, and maintenance will be handled by our Seasonal Color Department. Chemical applications for fertilization, insects, and specific weed control products will be handled by Spray Technician who use specialized equipment to move through the site in a more efficient manner. Improvements to the landscape that involve light construction will be performed by a separate team skilled in the area of landscape installation.

Example:

28. List all in-house departments such as irrigation, tech services, seasonal color, and their department heads:

Department	Department Head
Irrigation	Jose Garcia
Agronomics	Santiago Puga
Horticulture	Cal Leggett
Annuals, Design & Enhancements	Martin Padilla
Michael Provencher	Certified Arborist

29. What services are anticipated to outsourced or sub-contracted as a part of contract fulfillment?

Please describe: Mulch Applications

30. List four (4) of your largest and current maintenance accounts, their contract value and length of service:

Account Name	Value	Length of Service
Kings Point	$1 Mill plus	34 years
TECO	$3 Mill plus	2 years
DG Farms CDD	$405 k plus	4 years
Boyette Park HOA	$500 k plus	2 years

31. List irrigation technicians trained to manage Toro Site Pro / Osmac Satellite irrigation operating system and include number of years of experience in operating these systems.

Jose Garcia – 25 Years

32. Do you currently have the manpower and equipment to fully perform all the anticipated services required for the Berry Bay project?

Yes Over 400 Tampa Area Employees and Equipment List Follows Below:

Available Branch Equipment

Site Trucks
(2) Ford F150 ½ Ton Pick Ups
(4) Ford F250 ¾ Ton Pick Ups

Spray Trucks
(1) Ford F250 Spray Truck 200 Gallon
(4) 50 gallon Skid Mount Sprayer
(1) Ride on Sprayer
(2) Vortex spreader ornamental fertilizer

Irrigation Truck
(2) Ford F250 SC XL

Tree Work Trucks
(1) Ford 20 Yard Grapple Truck
(1) Aerial Boom Truck

Trailers
(5) Custom Built Equipment Trailers

Mower Equipment
(3) Exmark Stand On 48” Mowers
(2) Exmark Stand On 52” Mowers
(2) Exmark Stand On 60” Mowers
(2) Exmark 72” Riding Mowers
(1) Exmark 96” Self-Propelled Mower

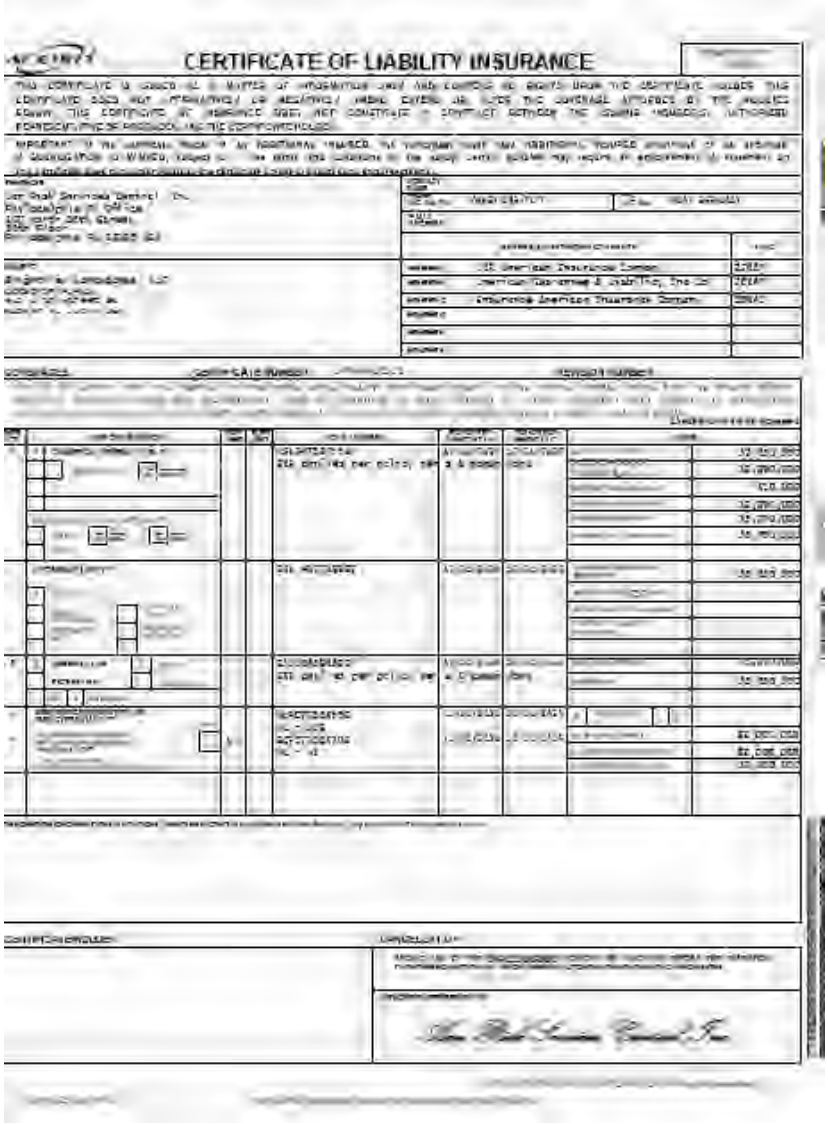
Utility Vehicle
(1) John Deere Gator

Hand Tools – Various
Rakes
Shovels
Hoes
Hand Pruners, Etc.

Field Equipment (30 units)
Gas articulating shears
Hand shears
Straight shears
Back Pack Sprayers
Back Pack Blowers
Gas Trimmers
Gas Edgers
Fertilizer spreaders
Hand spreaders
Riding fertilizer spreaders

Large Equipment
(1) 50” Hydraulic Lift for Tree Work
(1) 65’ Aerial Lift Truck
(3) Chain Saws

Other Support Equipment
From Branch



CERTIFICATE OF LIABILITY INSURANCE

Aon Insurance Bonding Amounts

Hi Lloyd,

Aggregate Limit	$750 million
Single Project Limit	$150 million
Total Current Contracts Bonded	$400 million

CA License #0363334

Meghan Hanes | Surety Analyst
Aon Construction Services Group | Surety Department
Direct 213.630.1355 | Main 213-630-3200

Meghan.Hanes@aon.com| aon.com |

707 Wilshire Blvd | Suite 2600 | Los Angeles | Ca 90017
17875 Von Karman | Suite 300 | Irvine | Ca 92614
425 Market Street | Suite 2800 | San Francisco | Ca 94105

REQUEST FOR PROPOSAL

FOR

LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

BERRY BAY
COMMUNITY DEVELOPMENT DISTRICT

Prepared by:

Michael Perez
Inframark
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607

May 2025

TABLE OF CONTENTS

1. Instructions to Proposers 3

2. Scope of Services 8

3. Bid Proposal Form 21

4. List of Currently Owned Company Equipment 28

5. Form of Weekly Work Journal 29

6. Form of Pest Management Report 30

7. Irrigation Repair Request Form 31

8. Evaluation Criteria 32

9. Form of Landscape Maintenance and Irrigation Services Agreement 36

10. Additional Services Order Form 50

11. Maintenance Map/Plan 52

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL
Landscape Maintenance and Irrigation Services
Hillsborough County, Florida

Instructions to Proposers

SECTION 1. DUE DATES Notice is hereby given that the **Berry Bay Community Development District** (the "District") will accept proposals from all qualified companies interested in providing Landscape Maintenance and Irrigation services.

The Request for Proposal ("**RFP**") packet will be available for public inspection and may be obtained beginning at 12:00 p.m. (EST) on **Monday, May 12, 2025**, by emailing the District Manager, Michael Perez at Michael.Perez@Inframark.com. Proposers must have obtained an RFP packet prior to attending the Pre-Proposal meeting. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening, and to provide notice of such changes only to those Proposers who have attended the Pre-Proposal Meeting and otherwise notified the District in writing of an intent to submit a Proposal.

Firms desiring to submit proposals may submit one (1) proposal via e-mail to District Manager Michael Perez at Michael.Perez@Inframark.com (no hard copies are required) no later than 12:00 p.m. on **Monday, June 16, 2025**. For those firms who prefer to submit a hard copy proposal, they shall submit one (1) original and (1) electronic copy (PDF form on a USB flash drive) of the same to the attention of Michael Perez at Inframark, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607. A hard copy proposal must be received by the aforementioned deadline.

Proposals shall be submitted in an electronic or hard copy format and shall clearly identify the project as "Berry Bay Community Development District RFP Landscape Maintenance and Irrigation Services Proposal". Proposals may be either emailed or mailed (or other delivery manner). No facsimile, telephonic, or telegraphic submittals will be accepted. A **public opening** of all proposals will be held at **1:00 pm (EST)**, or as soon thereafter as possible, on **Monday, June 16, 2025**, at Inframark, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607. Proposals received after the scheduled date and time for submittal will not be considered but can be claimed by the owner within ten (10) calendar days of the submittal deadline or if not retrieved within the aforementioned timeframe, may be destroyed by the District.

SECTION 2. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the proposer must correctly sign the "Acknowledgment of Receipt of Documents" and "Proposal Signature Form" attached hereto. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his or her authority to do so.

SECTION 3. FAMILIARITY WITH THE PROJECT. Before submitting a proposal, the proposer shall carefully examine the drawings, read the specifications, visit the project site and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the proposer that the proposer is familiar with the project.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a proposal, the proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible proposer who is qualified by experience to do the work specified herein. The proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District. Proposer shall be required to provide a work crew on site five (5) days per work week. The winning proposer shall assign the same work personnel and supervisors to Berry Bay to maintain the property in a consistent manner by workers that are familiar with the property and procedures expected. In order to submit a proposal, each proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; (2) have at least five (5) years of experience with CDD landscaping maintenance projects of similar size and scope; (3) attend the Mandatory Pre-Proposal Meeting; and (4) submit total price along with an option for three (3) one (1) year renewals with price.

SECTION 6. DISQUALIFICATION OF PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the proposers, the proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Request for Proposal are to be directed in writing, via e-mail only, to Michael Perez at Michael.Perez@Inframark.com. Interpretations or clarifications considered necessary in response to such questions will be issued by addendum(a) ("**Addenda**") to all parties recorded as having received the Request for Proposal. Questions received after **Friday, May 30, 2025**, at 3:00 p.m. (EST) will not be answered. Answers to all questions will be provided to all proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the proposer shall be responsible for all queries.

SECTION 8. SUBMISSION OF PROPOSAL. Submit one (1) proposal via e-mail or one (1) hard copy of the proposal forms and (1) electronic copy (PDF format on a USB flash drive), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOPALS (Berry Bay Community Development District – Landscape Maintenance and Irrigation) ENCLOSED" on the face of it.

SECTION 9. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted

at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 10. REQUEST FOR PROPOSAL. The Request for Proposal will be provided to all bidders via Transfer Website URL.

SECTION 11. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda. In making its proposal, each proposer represents that it has read and understands the Request for Proposal and that the proposal is made in accordance therewith, including verification of the contents of the Request for Proposal against its Table of Contents. Proposer shall provide in the proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the proposer in accordance with the Request for Proposal.

SECTION 12. BASIS OF AWARD/RIGHT TO REJECT. The CDD's Board of Supervisors will review the proposals at their Thursday, July 10, 2025, 2:00 p.m. (EST) Board of Supervisors meeting and award a contract that is in the best interests of the CDD. The Board of Supervisors meeting to be held at Inframark, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607. The CDD reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, waive any irregularities in any proposal, and change or waive at any time any provisions in the solicitation documents, as the CDD in its sole discretion deems appropriate. Moreover, the CDD explicitly and clearly reserves the right to make an award on any basis that it deems appropriate.

SECTION 13. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the proposer shall enter into and execute the Contract in substantially the form included in the Request for Proposal package.

SECTION 14. INSURANCE. All proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the agreement form provided herein. In the event the proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its supervisors, staff and consultants as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 15. INDEMNIFICATION. The successful proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

SECTION 16. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 17. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Request for Proposal:

A. A narrative description of the proposer's approach to providing the services as described in the Scope of Services provided herein.

B. Completed price proposal (forms attached).

C. List position or title, corporate responsibilities and years of experience of key management or supervisory personnel (forms attached as part of "Contractor's Qualification Statement"). Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.

D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level. **Include a staffing plan depicting quantity of laborers, crew chiefs, field managers as well as work hours and days spent on the property**. A work crew must be on site five (5) days per work week. The same work personnel and supervisors shall be assigned to Berry Bay to maintain the property in a consistent manner by workers that are familiar with the property and procedures expected.

E. Three references from projects of similar size and scope. The proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

F. Information related to other projects of similar size and scope which proposer has provided, or is currently providing Landscape Maintenance and Irrigation services (forms attached as part of Contractor's Qualification Statement).

G. A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance.

H. Completed copies of all other forms included within the Request for Proposal.

SECTION 18. PROTESTS. Any protest relating to the District and regarding the Request for Proposal, a proposal rejection by the District, or an award of contract by the District, including District specifications or other requirements contained in the Request for Proposal, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the receipt of the Request for Proposal or receipt of the notice of the District's decision as applicable, and must be filed at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607, Attn: District Manager. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest.

SECTION 19. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Request for Proposal, a proposal rejection, or a contract award shall post with the District at the time of filing (within 72 hours as referenced in Section 18 above), a protest bond payable to the District in an amount equal to one percent (1%) of the value of the estimated contract amount. Bonds shall be by a

U.S. postal service money order, certified check, or cashier's check. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties.

Berry Bay Community Development District
Michael Perez, District Manager

SCOPE OF SERVICES

PART 1
GENERAL LANDSCAPE MAINTENANCE

1) MOWING – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week
NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, landscape detailing, debris clearing, etc.) Notwithstanding the above, at no time will the Paspalum ever be allowed to grow beyond a maximum height of two (2) inches and St. Augustine shall never be allowed to grow beyond five and one half (5 ½) inches. Each mowing should leave the Bahia grass at a height of three (3) to three and one half (3 1/2) inches, Paspalum at a height of one (1) to one and one half (1 ½) inches and St. Augustine at a height of three and one half (3 ½) to four (4) inches. Optimum height for Paspalum should be approximately one and one half (1 ½") to encourage deeper root growth. Rotary Mowers are preferred for heights above one (1) inch and Reel type mowers for heights below one (1) inch. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The District requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise large clumps of clippings will be collected and removed by the contractor. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The contractor shall restore any noticeable damage caused by the contractor's mowing equipment within forty-eight hours from the time the damage is caused at the contractor's sole cost and expense. The contractor shall be responsible for training all its personnel in the technical aspects of the Berry Bay Landscape Maintenance and Irrigation Program and general horticultural practices. This training will also include wetland species identification as it relates to pond banks and wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. The contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment, including orange safety cones, at all times. Any motorized equipment used on the road ways of the community must be legally equipped. Weekend work is permitted when necessary upon prior approval.

1A) POND MOWING (if applicable) - All ponds (if applicable) identified as such on the overall Berry Bay Maintenance Exhibit/Plans shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. Pond banks will be mowed and trimmed to water's edge. Line trimming at water's edge and line trimming of drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). The contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from the water's edge. It is understood that trash of any kind and other debris within arm's

reach of water's edge shall be removed & disposed of by the contractor during every normal service event. Unless otherwise designated on Maintenance Exhibit/Plans, homeowners are responsible for mowing down to the water's edge behind their property.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged during each mowing event. All edging shall be performed to the sole satisfaction of the District. **Chemical edging shall not be permitted anywhere on property**.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Once per year, central leaders shall be maintained and interfering or crossed limbs shall be removed. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off buildings (including roofs), signage structures, play structures, fences & walls as well as pruned to keep street lights and traffic signage from being blocked. Additionally, on an as-needed basis, all trees shall be pruned over sidewalks, nature trails, parking lots, driveways & roadways so as not to interfere with pedestrians, cars or other vehicles. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet (but shall vary according to DOT specs) of clearance under all limbs depending on location and species of tree.)

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Berry Bay. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All palms shall receive pruning as often as necessary to appear neat and clean at all times.
The timing of the Palm pruning to be coordinated with the District. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. "Hurricane" palm pruning shall never be allowed without prior written approval from the District.

4) WEEDS AND GRASSES – All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the District at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The contractor shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

6) CLEAN UP – At no time will the contractor leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. The contractor shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) REPLACEMENT OF PLANT MATERIAL – Tree and shrubs in a state of decline should immediately be brought to the attention of the District. Dead or unsightly plant material shall be removed upon notification of the District. The contractor shall be responsible for replacement if due to contractor's negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

8) If contractor misses a service due to inclement weather or any other reason, the contractor is required to make up service the same week.

PART 2
FERTILIZATION

The contractor shall follow all provisions of the Hillsborough County Fertilizer Ordinance and Regulation (Fertilizer Ordinance 21-42), as they may be amended from time to time, in addition to the Environmental Protection Commission (EPC) Rules 1-15. It is further recommended that those practices outlined in the Pasco County Fertilizer Rule be followed. Highlights of that rule are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF PASCO COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for central Florida turf: (per BMP guidelines and University of Florida IFAS Extension, central Florida is determined by anything south of a line running east-west from coast to coast through Ocala and north of a line between Tampa & Vero Beach.)

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	Fe For foliar application, use ferrous sulfate (2 oz. /3-5 gal. H2O/1,000 SF)
August	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
October	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

March	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	Apply Supplemental Iron sulfate or chelated iron in liquid applications
October	A complete fertilizer based on soil tests

All Paspalum Sod:

March	A complete fertilizer based on soil tests + PreM
April	N (Soluble Nitrogen applied at .5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	A complete fertilizer based on soil tests

August	Fe (for foliar apps, use ferrous sulfate @ 2 oz. /3-5 gal H2O/1000 SF). If Fe is applied to an acidic soil, use 1 lb. of iron sulfate/1000 SF. If soil is calcareous, use the container label recommended rate of an iron chelate.)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

The contractor shall submit a fertilizer label to resident project representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Soil test samples shall be taken twice a year by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Test results will be provided to the District. Should changes be of merit, the contractor shall notify the District in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S REPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY ITS NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)
A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft. /year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO ITS NEGLIGENCE.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September, November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

The contractor shall provide the District with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. Contractor must notify the District five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the contractor to so notify the District may result in the contractor forfeiting any and all rights to payment for the applications made without notification.

PART 3
PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying on turf shall be provided by the contractor every month with additional spot treatment as needed. The contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. The contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. The contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. The contractor will be fully responsible in the treatment of such afflictions. At the CDD's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. The contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. The contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.**

The contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. The contractor shall familiarize itself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the contractor's responsibility to treat pest within five (5) working days of the date of notification.

FIRE ANT CONTROL

The contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

For informational purposes only, the contractor is asked to provide the cost for the annual application of Top Choice in all designated parks and clubhouse finished landscaped and irrigated areas on the Plans/Maintenance Exhibit. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4
IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems.

A. Irrigation Controllers
   1. Semi-automatic start of the automatic irrigation controller
   2. Check for proper operation
   3. Program necessary timing changes based on site conditions
   4. Lubricate and adjust mechanical components
   5. Test back up programming support devices

B. Water Sources
   1. Visual inspection of water source
   2. Clean above ground strainers and filters
   3. Test each pump at design capacities **weekly**; inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
   4. Test automatic protection devices

C. Irrigation Systems
   1. Manual test and inspection of each irrigation zone
   2. Clean and raise heads as necessary
   3. Adjust arc pattern and distance for required coverage areas
   4. Clean out irrigation valve boxes

D. Report
   1. Irrigation operation time
   2. Irrigation start time
   3. Maintenance items performed
   4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon being awarded the contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion,

After the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigations reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Pasco County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

PART 5
INSTALLATION OF MULCH

At District's request and after prior approval by the District Manager, Contractor shall top dress all currently landscaped areas as shown on the plans/maintenance map (landscaped beds, tree rings, parks, etc.) with Grade "A" Medium Pine Bark Mulch. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction. Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" and beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to the District.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch (Pine Bark) is required to attain the required 3" depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The CDD reserves the right to subcontract out any and all mulching events.

PART 6
ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately sixty five hundred (6500) annuals in 4" containers up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each quarterly rotation shall be submitted to District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and **monthly slow-release** nutritional requirements. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the summer rotation **at no additional cost to District**, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each change out throughout the year. All annual beds shall be raised at least eight inches.

This item will not be included in the contract amount. Contractor shall provide a price per 4" annual to be installed and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The CDD reserves the right to subcontract out any and all annual installation events.

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES
REQUEST FOR PROPOSALS

BID PROPOSAL FORM

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance and Irrigation **$ 298,431.00 Yr.**

PART 2

Fertilization (All labor and materials) **$ 64,854.00 Yr.**

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	24 - 0 - 11 + Pre Em	1.0 lbs. SRN/1000 SF	5,760	$10,656.00
Apr	24 - 0 - 11	0.5 lbs. SRN/1000 SF	2,880	$ 5,328.00
May	24 - 0 – 11 SCU	1.0 lbs. SRN/1000 SF	5,760	$10,656.00
Jul	FE 2 oz	FE 2 oz /3-5 gal H2O/1,000 SF	2 Oz	$ 1,225.00
Aug	24 - 0 – 11 SCU	1.0 lbs. SRN/1000 SF	5,760	$10,656.00
Oct	24 - 0 - 11 + Pre Em	0.5 lbs. SRN/1000 SF	2,880	$ 5,328.00

PASPALUM (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Mar	24 - 0 - 11 + Pre Em	0.5 lbs. SRN/1000 SF	220	$407.00
Apr	24 - 0 - 11	0.5 lbs. SRN/1000 SF	220	$407.00
May	24 - 0 – 11 SCU	1.0 lbs. SRN/1000 SF	440	$800.00
Jul	24 - 0 – 11	0.5 lbs. SRN/1000 SF	220	$407.00
Aug	F24 - 0 - 11E 2 oz	FE 2 oz /3-5 gal H2O/1,000 SF	2 Oz	$ 72.00
Sep	24 - 0 – 11 SCU	1.0 lbs. SRN/1000 SF	440	$800.00
Nov	24 - 0 - 11 + Pre Em	0.5 lbs. SRN/1000 SF	220	$407.00

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Mar	24 - 0 - 11 + Pre Em	0.5 lbs. SRN/1000 SF	1,325	$2,450.00
Apr	24 - 0 - 11	0.5 lbs. SRN/1000 SF	1,325	$2,450.00
Jun	24 - 0 - 11	1.0 lbs. SRN/1000 SF	1,325	$2,450.00
Aug	FE 2 oz	` FE 2 oz /3-5 gal H2O/1,000 SF	2 Oz	$ 565.00
Oct	24 - 0 - 11	1.0 lbs. SRN/1000 SF	1,325	$2,450.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Mar	50% Nitrogen SCU	2 lbs. SRN/1000 SF	135	$340.00
Jun	50% Nitrogen SCU	2 lbs. SRN/1000 SF	135	$340.00
Oct	50% Nitrogen SCU	2 lbs. SRN/1000 SF	135	$340.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Mar	1.5 lbs 8N-2P2O5-12K2O+4Mg with micronutrients	1.5 LBS	486	$1,580.00
Jun	1.5 lbs 8N-2P2O5-12K2O+4Mg with micronutrients	1.5 LBS	486	$1,580.00
Sep	1.5 lbs 8N-2P2O5-12K2O+4Mg with micronutrients	1.5 LBS	486	$1,580.00
Nov	1.5 lbs 8N-2P2O5-12K2O+4Mg with micronutrients	1.5 LBS	486	$1,580.00

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
	N/A			

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$ 8,000.00 Yr.**
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ TBD /Yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Phoenix / Date		1 per Qtr	$75.00	$300.00/palm
				Count determined by Board

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Highlighted Landscaped Areas Designated as Parks and clubhouse as described in Scope of Services. $ 1,510.73 / Yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 28,135.00 /Yr.**

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

430 CY Medium Pine Bark Mulch per specs for top-dressing at $ 65.00 /CY

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 31,070.00 /Yr.
(do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

PART 6

Annual Installation (All labor and materials)
The District reserves the right to subcontract any annual installation event to an outside vendor

Contractor shall install approximately 6500 (4" pots) annuals up to four (4) times per year per specs at the direction of the District at $_2.75__/annual

$ _____17,875.00_____ /rotation

$ _____71,500.00_____/Yr. **(if all rotations are performed - do not include in Grand Total)**

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 399,420.00 /Yr.

FIRST ANNUAL RENEWAL (2% on Gen Maint Only) $ 405,389.00 /Yr.

SECOND ANNUAL RENEWAL (2% on Gen Maint Only) $ 411,477.00 /Yr.

THIRD ANNUAL RENEWAL (2% on Gen Maint Only) $ 417,686.00 /Yr.

Contractor/Firm Name BrightView Landscape Services, Inc.

Firm Address 415 27th Street

City/State/Zip Ruskin, FL 33570

Phone Number 813 641-3672 Fax Number 813 641-7982

Name and Title of Representative Lloyd Radder
(Please Print)

Representative's Signature *Lloyd Radder*

Date June 13, 2025

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. N/A 2. _____ 3. _____ 4. _____ 5. _____

Dated this 6th day of June, 2025

COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: ____BrightView Landscape Services__ DATE: ____June 13, 2025_____

Available Equipment

Route Trucks
(10) Ford F150 ½ Ton Pick Ups
(12) Ford F250 ¾ Ton Pick Ups
(6) Ford F550 –Trucks

Spray Trucks
(1) Ford F250 Spray Truck 200 Gallon
(1) Ford 450 RC Spray Truck with 2 skid mounted sprayers -300 gallons
(4) 50 gallon Sprayer Skid Mount
(5) Ride on z-sprayers
(2) Toro ride on boom sprayers
(1) Vortex spreader ornamental fertilizer

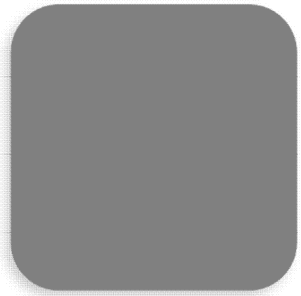
Irrigation Truck
(4) Ford F250 SC XL
(2) E-150

Dump Body Trucks
(3) Ford F450 Trucks
(3) Isuzu Dump Trucks

Trailers
(12) Custom Built Equipment Trailer
(2) Weld Rite 16' Batwing Trailer
(1) 10' Flatbed
(1) Ray side 16'x6'
(1) Weld Rite 16'x6'
(9) 20' Enclosed Trailer

Mower Equipment
(8) 48" Walk behind mowers
(15) 52" Stand on mower
(2)11'Batwing Mowers
(30) 61" Riding Mowers

Field Equipment (400 units)
Gas articulating shears
Hand shears
Straight shears
Back pack sprayers
Fertilizer spreaders
Hand spreaders
Walk behind spreaders
Riding fertilizer spreaders



Large Equipment
(2) Niffty Aerial Lift
(3) Bandit 1590 Brush Chipper
(1) Skid Steer Loaders
(2) Aerial Lift Trucks

Utility Vehicle
(6) John Deere

BERRY BAY CDD

WEEKLY WORK JOURNAL

(this form must be filled out at the end of each weekly visit and turned in to the clubhouse office)

DATE:_____

DESCRIPTION OF WORK PERFORMED TODAY:_____

_____

_____

_____

_____

_____

_____

_____

LOCATIONS:_____

_____

_____

_____

_____

_____

ISSUES REQUIRING ATTENTION: _____
(Please notify District Rep. if any)

_____

_____

_____

BERRY BAY CDD
PEST MANAGEMENT REPORT

DATE:_____

SYMPTOMS: _____
_____
_____
_____
_____

LOCATION: _____
_____
_____
_____
_____
_____

PROBABLE CAUSE OF DAMAGE: _____
_____
_____
_____
_____
_____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____
_____
_____
_____
_____
_____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

BERRY BAY REPRESENTATIVE NAME: _____
_____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

BERRY BAY CDD
IRRIGATION REPAIR REQUEST FORM

DATE:_____

DAMAGE:_____

_____

_____

_____

LOCATION:_____

_____

_____

PROBABLE CAUSE OF DAMAGE:_____

_____

_____

_____

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL
LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

EVALUATION CRITERIA

1. Personnel **(25 Points Possible) (_____ Points Awarded)**

(E.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Michael O'Brien	31	Branch Manager	Clients, Staff, Operations
2. Maria Adams	35	Account Manager	Clients, Crews, Site Ops
3. Rikard Beaton	17	SE Florida VP Ops	All SE Florida Operations
4. Michael Dozier	33	Chief Comm Officer	All Corporate Operations
5. Dale Asplund	31	CEO	All Corporate Concerns

Proposed Staffing Levels

Landscape Maintenance and Irrigation staff will always include, at a minimum; 4 (3 days/week) laborers, 4 Supervisors, and 5 Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Michael O'Brien	31	Branch Manager	Clients, Staff, Operations
2. Maria Adams	35	Account Manager	Clients, Crews, Site Ops
3. Daniel Sanchez	18	Production Manager	All Site/Job Specific Mangt
4. Jose Garcia	22	Irrigation Manager	Site Specific Irr Issues/Maint

2. Experience **(25 Points Possible) (_____ Points Awarded)**

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, etc.)

1. Project Name/Location: TECO Solar

Contact: Chris Lanser Contact Phone: 561 797-2946

Project Type/Description: Solar Field and Maintenance Facility Services

Dollar Amount of Contract: $3 million plus

Your Company's Detailed Scope of Services for Project:

Complete Landscape Maintenance of Turf, Tree, Irrigation, Agronomics,

Palm Trees and Renovations

Duration of Contract: START DATE: April, 2024 END DATE: Current

2. Project Name/Location: Kings Point Sections 1, 2, and 3 Communities

Contact: James Gundry Contact Phone: 813 310-4023

Project Type/Description: Complete Community Landscape Maintenance

Dollar Amount of Contract: $2 Million Plus

Your Company's Detailed Scope of Services for Project:

Complete Landscape Maintenance of Turf, Tree, Irrigation, Agronomics,

Palm Trees, Oak Trees, Crape Myrtles, Mulch Applications and Renovations.

Duration of Contract: START DATE: 2002 END DATE: Current

3. Project Name/Location: DG Farms CDD

Contact: Angie Lynch Contact Phone: 813 565-4663

Project Type/Description: Complete Community Landscape Maintenance

Dollar Amount of Contract: $300 K Plus

Your Company's Detailed Scope of Services for Project:

Complete Landscape Maintenance of Turf, Tree, Irrigation, Agronomics,

Experience cont.

Palm Trees, Oak Trees, Crape Myrtles, Mulch Applications and Renovations.

Duration of Contract: START DATE: 2021 END DATE: Current

4. Project Name/Location: Boyette Park Homeowners Association

Contact: Bob Windheuser Contact Phone: 813 335-1948

Project Type/Description: Complete Community Landscape Maintenance

Dollar Amount of Contract: $300 K Plus

Your Company's Detailed Scope of Services for Project:

Complete Landscape Maintenance of Turf, Tree, Irrigation, Agronomics,

Palm Trees, Oak Trees, Crape Myrtles, Mulch Applications and Renovations.

Duration of Contract: START DATE: 2022 END DATE: Current

5. Project Name/Location: Shell Point CDD

Contact: Gary Schwartz Contact Phone: 813 309-2439

Project Type/Description: Complete Community Landscape Maintenance

Dollar Amount of Contract: $200 K Plus

Your Company's Detailed Scope of Services for Project:

Complete Landscape Maintenance of Turf, Tree, Irrigation, Agronomics,

Palm Trees, Oak Trees, Crape Myrtles, Mulch Applications and Renovations.

Duration of Contract: START DATE: 2020 END DATE: Current

Experience cont.

An additional five **(5) points** will be awarded to all proposers with previous Landscape Maintenance and Irrigation experience with CDDs within the past three (3) years.

Has your company had previous Landscape Maintenance and Irrigation experience with other Community Development Districts within the past three (3) years? YES XX NO _____

If yes, please fill in information below:

Project Name/Location: D G Farms CDD

Contact: Angie Lynch Phone: 813 565-4663 $ amt.: $300 K Plus

Your company's Scope of Services for Project:
Complete Landscape Maintenance of Turf, Tree, Irrigation, Agronomics,
Palm Trees, Oak Trees, Crape Myrtles, Mulch Applications and Renovations.

Duration of Contract: START DATE: 2021 END DATE: Current

Project Name/Location: Shell Point CDD

Contact: Gary Schwartz Phone: **813 309-2439** $ amt.: $200 K Plus

Your company's Scope of Services for Project:
Complete Landscape Maintenance of Turf, Tree, Irrigation, Agronomics,
Palm Trees, Oak Trees, Crape Myrtles, Mulch Applications and Renovations.

Duration of Contract: START DATE: 2029 END DATE: Current

Project Name/Location: Many Past CDD's that went out for RFP with New Boards that didn't renew.

Contact: Various (More than 10) Phone: _____ $ amt.: $200 K - $1 M

Your company's Scope of Services for Project:
Complete Landscape Maintenance of Turf, Tree, Irrigation, Agronomics,
Palm Trees, Oak Trees, Crape Myrtles, Mulch Applications and Renovations.

Duration of Contract: START DATE: 2010 END DATE: Various

(5 Points Possible) (_____ Points Awarded – This is either "0" or "5")

3. Understanding Scope of RFP (20 Points Possible) (_____ Points Awarded)

Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc.? Have all documents been completed as directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

4. Price (20 Points Possible) (_____ Points Awarded)

A full twenty (20) points will be awarded to the proposer submitting the lowest bid for Parts 1 - 4 of the Scope of Services (the Contract Amount). AN AVERAGE OF ALL YEARS' PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND ANY ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation. *

* Contractor "A" turns in a bid of $210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of $265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). (210,000/265,000) x 20 = 15.85, therefore, Contractor "B" will receive 15.85 of 20 possible points. Contractor "C" turns in a bid of $425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). (210,000/425,000) x 20 = 9.88, therefore, Contractor "C" will receive 9.88 of 20 points.

5. <u>Reasonableness of ALL Numbers</u> (5 Points Possible) (_____ Points Awarded)

Up to five (5) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities, etc. based on Contractor's field measurements) provided in Parts 1,2,3,4, 5 & 6.

<u>Proposer's Total Score</u> (100 Points Possible) (_____ Points Awarded)

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2025, by and between:

> **Berry Bay Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Hillsborough County, Florida, and having offices at c/o Inframark, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 ("District"); and
>
> _____ (the "Contractor," and collectively with the District, the "Parties").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping, and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain Landscape Maintenance and Irrigation services; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so in accordance with its proposal submitted to the District;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance and Irrigation Areas Exhibit attached hereto as **EXHIBIT B** ("Work"). The Contractor agrees that the Landscape Maintenance and Irrigation Areas Exhibit attached hereto as **EXHIBIT B** is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. 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. Contractor shall be required to provide a full and properly staffed work crew on site five (5) days per work week, which shall include a minimum daily work crew of [TBD]. The Contractor shall assign the same work personnel and supervisors to Berry Bay to maintain the property in a consistent manner by workers that are familiar with the property and procedures expected.

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 Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. Contractor is responsible for vehicular safety within the community and shall use orange safety cones in addition to the proper warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District 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 Contractor's services. This

authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates the District Manager and the Berry Bay Field Operations Manager to act as the District Representatives. The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each month with notification of any problem areas and a schedule of work for the upcoming month. Further, at the request of the District, the Contractor agrees to meet the District Representatives at least once per week to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether 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 forty-eight (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 three days and prior to submitting any invoices to the District. If the Contractor does not respond or take action within the specified time period, and subject to Section 17, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor $100 per day as liquidated and agreed damages, and not as a penalty; to withhold some or all of the Contractor's payments under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the work is properly done by the Contractor, and it is the Contractor's responsibility to perform the work in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the work to any subcontractor without prior written approval of the District, except as it pertains to bush hogging or bush hogging services. 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.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date first written above, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

a. Work under this Agreement shall begin on the date first written above and end _____ ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, and unless terminated pursuant to the terms of this Agreement, this Agreement shall automatically renew on the same terms up to three times and for one year periods each starting [DATE].

b. As compensation for the Work, the District agrees to pay Contractor the amounts set forth in the Bid Proposal Form submitted by Contractor included in **EXHIBIT A**. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.

c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed ASO, an example of which is attached as **EXHIBIT C**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's bid pricing (attached as part of **EXHIBIT A**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such

potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid.

8. INSURANCE.

a. The Contractor shall maintain throughout the term of this Agreement the following insurance:
   i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
   ii. Employer's Liability Coverage with limits of at least $500,000 per accident or disease.
   iii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than $2,000,000 combined single limit bodily injury and property damage liability, and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
   iv. Automobile Liability Insurance for bodily injuries in limits of not less than $1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
   v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and shall have limits of at least $2,000,000 per occurrence and $2,000,000 on aggregate.

b. The District, its staff, supervisors and consultants shall be named as additional insureds (except with respect to the Worker's Compensation Insurance). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-/VII.

c. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

9. INDEMNIFICATION.

a. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District Staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever,

arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, or representatives.

b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

c. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultants limitations on liability contained in section 768.28, Florida Statutes or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

10. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

11. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the bid, and that 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. 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, and except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. 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.

12. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as Bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

13. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (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 act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

14. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

15. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall

not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

16. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

17. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

18. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

19. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

20. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

21. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

22. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency / conflict between this document, and the **EXHIBITS**, this document and the **EXHIBITS** shall be read in harmony to fulfill the intent of this Agreement, provided however that in the event of an irreconcilable inconsistency / conflict, this document shall control.

23. **ENFORCEMENT OF AGREEMENT**. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

24. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

25. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

26. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Berry Bay Community
Development District
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Attn: District Manager

With a copy to: Straley Robin Vericker
1510 W. Cleveland St.
Tampa Florida 33606
Attn: Kathryn Hopkinson

B. **If to the Contractor:** _____
_____
_____
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

27. **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.

28. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be in the county in which the District is located.

29. **ANTI-HUMAN TRAFFICKING.** Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

29. **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 PUBLICRECORDS@INFRAMARK.COM, OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607.

30. **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.

31. **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.

32. **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.
c. 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.
d. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

33. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

33. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel.

34. 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.

35. **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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:	**BERRY BAY COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
By: _____	By: _____
□ Secretary	□ Chairperson
□ Assistant Secretary	□ Vice Chairperson
	Date: _____
ATTEST:	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
	Date: _____

Exhibit A: **Fee Schedule & Scope of Services**
Exhibit B: **Landscape Maintenance and Irrigation Areas Exhibit**
Exhibit C: **Additional Services Order**

EXHIBIT "A"

FEE SCHEDULE & SCOPE OF SERVICES

EXHIBIT "B"

LANDSCAPE MAINTENANCE AND IRRIGATION AREAS

EXHIBIT "C"

FORM

ADDITIONAL SERVICES ORDER

BERRY BAY CDD
ADDITIONAL SERVICES ORDER (ASO)

*****FOR ILLUSTRATION PURPOSES ONLY. DO NOT USE THIS FORM*****
-Contact District Manager for Finalized Form-

Date: MM/DD/YYYY

ASO #: 01

Contractor's Name: _____

Project Manager: _____

Project Manager's Email: _____

Contractor's Address: _____

Contractor's Phone: _____

Contractor's Facsimile: _____

District Manager: Michael Perez

District Manager's Email: Michael.Perez@inframark.com

District Address: 2005 Pan Am Circle, Suite 300
Tampa, FL 33607

District Phone: (813)

Item #	Item Description	Unit	Unit Cost	Quantity	Total
1			$0.00	0.00	$0.00
2			$0.00	0.00	$0.00
3			$0.00	0.00	$0.00
4			$0.00	0.00	$0.00
5			$0.00	0.00	$0.00

Net Change: $0.00

Amount This ASO:	$0.00
ASO Amount To Date:	$0.00
Original Agreement Amount:	$0.00
Revised Agreement Amount:	**$0.00**

Reason for Additional Services Order, Please Explain:

_____

Additional Specifications:

_____

In the event of a conflict between the terms and conditions set forth in this Additional Services Order with the terms and conditions in the Agreement, the terms and conditions of the Agreement will govern and the conflicting terms contained in the Additional Services Order will be disregarded. The District reserves the right to modify the Additional Services Order Form at any time.

Original Agreement: Berry Bay Community Development District – Landscape Maintenance and Irrigation Services Agreement

Signed & Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Additional Services Order to be effective as of the later of the two dates set forth below.

OWNER:	**CONTRACTOR:**
BERRY BAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government	_____
By: _____	**By:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

MAINTENANCE MAP /PLAN

DOWN TO EARTH
LANDSCAPE & IRRIGATION

Berry Bay CDD

Landscape | Irrigation | Construction | Golf

Prepared For:

MICHAEL
PEREZ
District Manager
Inframark

2005 Pan Am Circle, Suite 300
Tampa, FL 33607
Phone: (656) 209-7919
Email: michael.perez@inframark.com

Proposal issued:
16 June 2025

*Proposal valid for 60 days

6/16/25
Berry Bay Community Development District
4969 Eagle Rock Dr. Wimauma, FL 33598
Berry Bay Landscape Maintenance Request for Proposal

Dear Michael and Board Members,

I personally want to thank you for considering Down To Earth as your Landscape Maintenance partner and for inviting us to participate in your RFP. We are confident that the following information will help you make the best decision, and we truly appreciate the time and effort you've taken to ensure we are submitting the most accurate proposal, one that reflects the expectations of your community.

Down To Earth has been in business for more than 30 years and we pride ourselves on providing superior service that brings "Natural Joy" to our customers. We understand the high standards our customers require and constantly seek to be the "Service Provider of Choice" in the green industry by delivering uncompromising quality that will exceed your expectations. There are many choices for your landscape management services, but what makes Down To Earth different is our ICARE values.

I

Integrity

We act with honesty, transparency, and reliability, always doing what is right for our customers, environment, and our team.

C

Care

We are one team that respects and cares for each other, continuously striving to beautify and improve the communities we serve.

A

Accountability

We meet our commitments to each other and to our valued customers and act if we fall short on expectations.

R

Relentlessness

We are constant in our efforts to provide solutions to customers and satisfy their needs.

E

Excellence

We strive to deliver best-in-class quality and safety while improving our services and results every day.

Thank you for your consideration and we look forward to expanding our relationship with Toll Brothers and your community.

Respectfully,

Kara Rewerts | Business Development Manager

(727) 710-1263

Kara.Rewerts@down2earthinc.com

Approach to Services

An Overview of What We Do & How We Do It

We are driven by bringing natural joy to every client and property we service.

Core Competencies

- Maintenance
- Irrigation
- Construction
- Enhancements
- Installation
- Fertilization & Pest Control
- Golf Maintenance
- Golf Construction

Approach and Recommendations

After touring the site and reviewing the scope, it is understood that extreme quality and consistency are paramount for The Berry Bay Community Development District. It is our belief that this is achieved through a regimented plan, broken out below, consisting of detailed timelines explaining actions to be taken to provide the best possible property conditions. We feel, if awarded the contract, our key points at the District will be:

- Initial transition "Walk the site" with the Berry Bay Development District's Representative(s).
- Conduct Plant and Turf health Evaluation.
- Irrigation System Evaluation-this is a full audit including infrastructure.
- Review Safety concerns and existing damages.
- Confirm Mow and Trim Detail schedules – Maps.
- Report Initial Assessment Report Information with corrective action recommendations to the District.
- DTE to provide the District with site specific agronomics plan and schedule.
- Discuss irrigation system deficiencies with recommendations for proper corrections.
- Discuss Landscape issues and Concerns with recommendations for proper corrections.
- Communicate with the District to insure we are moving in the right direction for our new long-term partnership.
- Implement monthly ride thru inspections.

1. Approach to Pruning

Down To Earth will implement a trimming schedule that allows us to keep all areas looking beautiful and well kept. This schedule is designed so when we leave a section of the property, everything in that section is complete. Our staff that will be transferred to the District are trained to prune using horticultural best practices. Some existing plant varieties will require selective pruning rather than shearing techniques to allow proper plant growth and health.

- Pruning will be performed as needed to remove dead material, promote healthy growth, best possible aesthetic appeal and to keep plant material from spreading over curbs, walkways, streets, parking areas and up walls.

- Natural growth pattern will be promoted as much as possible. However, special pruning of materials, which may inhibit sight at intersections or passage at certain areas, light fixtures, will be performed. Safety for our employees and customers is our #1 priority.

2. Approach to Pest, Weed and Disease Control

- Insects and pests can play a detrimental role in ruining a community's landscape. Down To Earth takes pride in performing proactive measures to make sure that trees, plants, and turf are not compromised by a preventable disease or infestation. Our team utilizes Integrated Pest Management and utilizes industry leading pest control practices. We log all issues in our Aspire program and implement systemic approaches to prevent a reoccurrence of the same issue.

- Down to Earth uses trained personnel to focus on weed control. These individuals have been instructed and certified to apply chemicals safely and properly based on weather and site conditions. We apply pre and post emergent chemicals, if applicable, along with hand pulling all weeds larger than 3" inches. Paver driveways and

concrete crack weeds are also sprayed or removed during each detail rotation or as needed.

3. ***PM of Irrigation Systems***

Irrigation is the most vital procedure to ensure a healthy-looking landscape year-round. This is precisely why Down To Earth takes meticulous measures to employ the most knowledgeable and experienced managers and technicians. Here is an example of how we provide Best in Class Irrigation Services:

- Once our detailed assessment of the Berry Bay Community Development District's irrigation system is complete, we will implement programming that maximizes the water output within the restrictions alaudid along with reducing the wear and tear on the infrastructure. Water velocities, psi, and pump capacities are just some of the specifications we will use to develop this programming.
- Within the limitations of water use allocations and applicable water restrictions, all landscaping will receive irrigation for proper growth and a turgid, vigorous appearance. Where necessary to maintain high value plantings, watering will even be done by hand, if required.
- Irrigation systems and components will be monitored to ensure that proper coverage is always achieved.
- Upon completion of watering by automatic irrigation systems, erosion, puddling, or excessive runoff will not be evident.
- Watering frequencies and duration's will be adjusted to insure healthy growth and prevention of disease and pest damage.
- Cleaning of heads, lines, and other components to be accomplished as needed. Changing of spray types or heights to be done to insure proper coverage.
- The Down To Earth will be responsible for staying abreast of all governmental water restrictions, which may be imposed.
- All irrigation systems to be thoroughly inspected at a minimum of one time per month.
- Only approved heads and nozzles will be used for all updates.
- All bleed valves will be returned to the closed position upon completion of wet checks and repairs.

4. ***Mowing***

- After our many site inspections of the Berry Bay Community Development District, we feel we have developed with a best-in-class plan to purchase the right equipment to mow all areas most efficiently, safely, and at top quality cutting.

5. ***Quality Control – A Dedicated team will be assigned to maintain Quality at your property.***

- We will have a full-time Account Manager oversee the District, ensuring that our schedules are kept, scope of services are completed, the District is maintained and looking beautiful. We will maintain an open line of communication so the management at the District know exactly what is going on at all times.

6. Down To Earth

- When we say, "**ICARE**", it is backed with the full confidence of knowing that our staff embodies **Integrity**, **Community**, **Accountability**, **Relentlessness**, and **Excellence**. Our highest-skilled and trained landscape technicians will be onsite to care for your property each day. Our staff of certified horticulturalists, arborists, pest control operators, irrigation specialists, landscape designers, and equipment operators are committed to creating the healthiest and most vibrant landscape possible for your community.

Integrity:	We act with honesty, transparency, and reliability, always doing what is right for our customers, our environment, and our teams.
Community:	We are one team that respects and cares for each other, continuously striving to beautify and improve the communities we serve.
Accountable:	We meet our commitments to each other and to our valued customers and act if we fall short of expectations.
Relentlessness:	We are constant in our efforts to provide solutions to customers and to satisfy their needs.
Excellence:	We strive to deliver best in class quality and safety while improving our services and results every day.

Respectfully,

Tom Lazzaro
Chief Executive Officer
321.263.2700
Tom.Lazzaro@down2earthinc.com
www.dtelandscape.com

Our Commitment
to Berry Bay

This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. ***Together, we will check off the tasks as they are completed over the first 30 60, and 90 days*** *of service, as a way for you to measure our team's performance.*

30

- Meet with management, developer and residents to understand customer preferences and coordinate weekly meetings.
- Implementation of Down to Earth's CustomerLink work order system, including training and community kick off.
- Begin initial review of site conditions (can take up to 90 days, varies by site)
- Take soil samples throughout community.

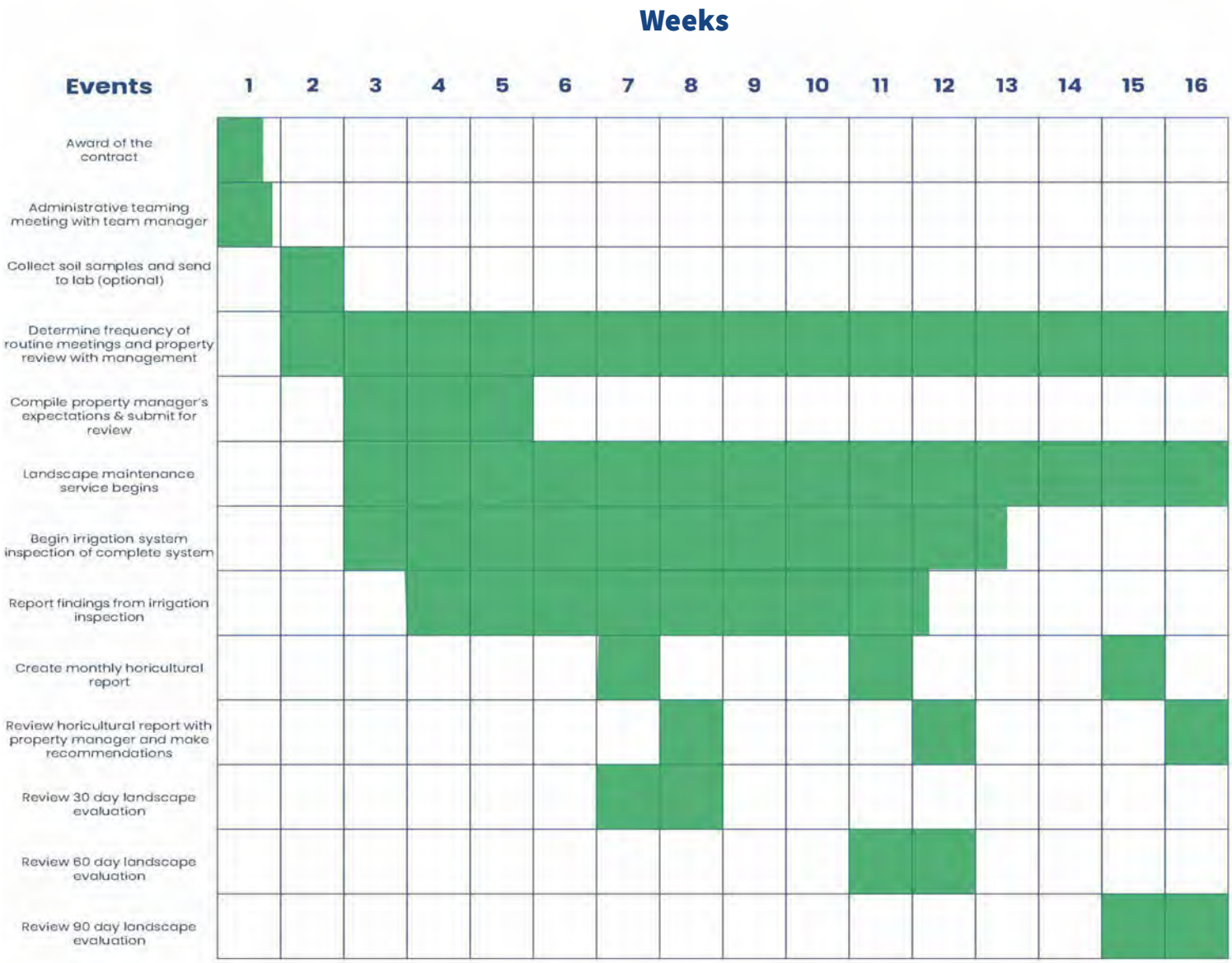
60

- Begin to review of property recommendations to the management team.
- Review Soil Tests and report findings with recommendations.
- Provide an agronomic plan and schedule based off soil samples.
- Discuss any initial areas for improvement with recommendations for proper corrections.
- Submit proactive proposals based on findings, discuss during weekly meetings with manager.

90

- Continue weekly meetings with management.
- Update service maps based on first 60 days of service if required.
- Hold community meeting to communicate additional schedules or adjustments to service based on first 60 days of service. Answer any questions from residents.

Management *Timeline*



***Can vary by property or specific community needs.**

Service Maps

The map(s) below depicts the boundaries of the serviceable areas of your landscape property as understood for the purposes of developing this proposal.

Customer Service & Communication

Our Customer Commitment

Should an issue arise on your property, you can call or email any of our key personnel. All managers and technicians have been equipped with email access via phone or through their vehicle laptops. Additionally, we can be reached via the following:

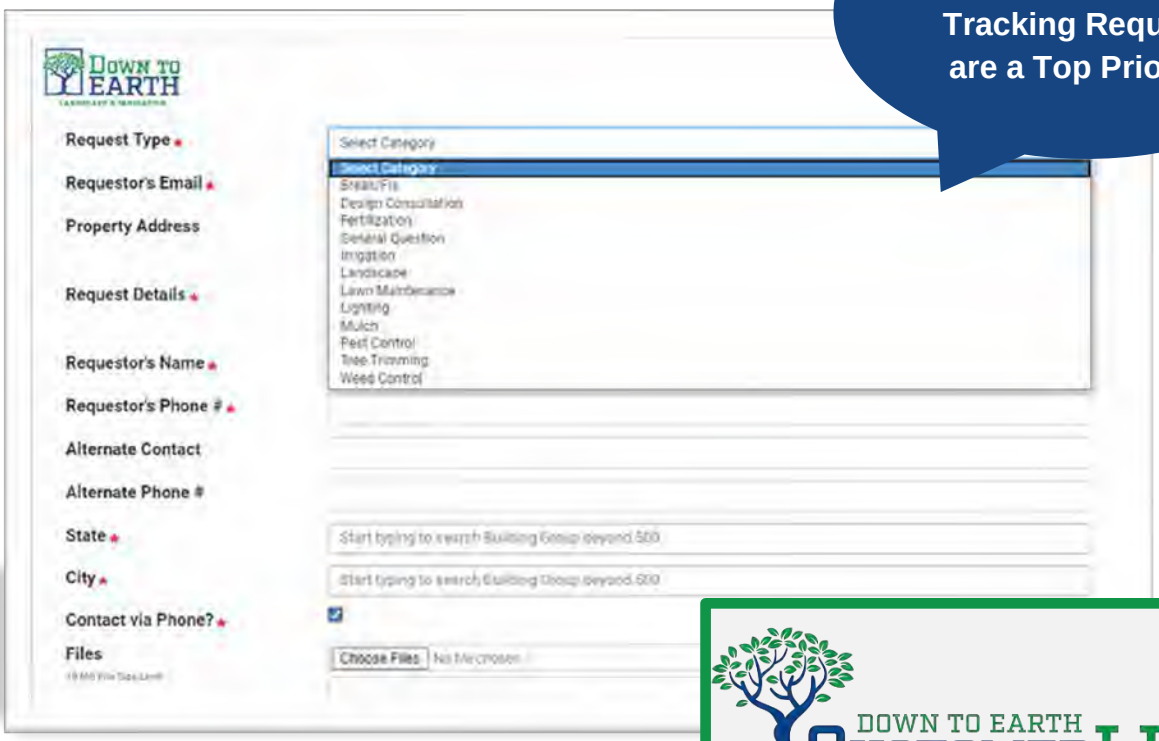
- Website Customer Form
- Dedicated Branch Phone Number
- Emergency After Hours Phone Number

CUSTOMERLINK Work Order

Through access to a dedicated website, homeowners can report issues, ask questions, and provide direct service feedback. Benefits of CUSTOMERLINK include:

- Work order management.
- Intuitive interface and ease of use
- Email alert notification on work order status.

Timely Communication and Tracking Requests are a Top Priority!



*Click here for a quick tutorial.

DOWN TO EARTH CUSTOMERLINK™

Company Overview

Down To Earth is a premier, full-service landscape company proudly providing maintenance, irrigation, design, and construction services serving multiple regions across Florida.

Specializing in large-scale commercial, residential, and resort services, we deliver unparalleled service and unmatched quality from design and installation to ongoing maintenance.

***Click on image to learn more.**

Our Goal

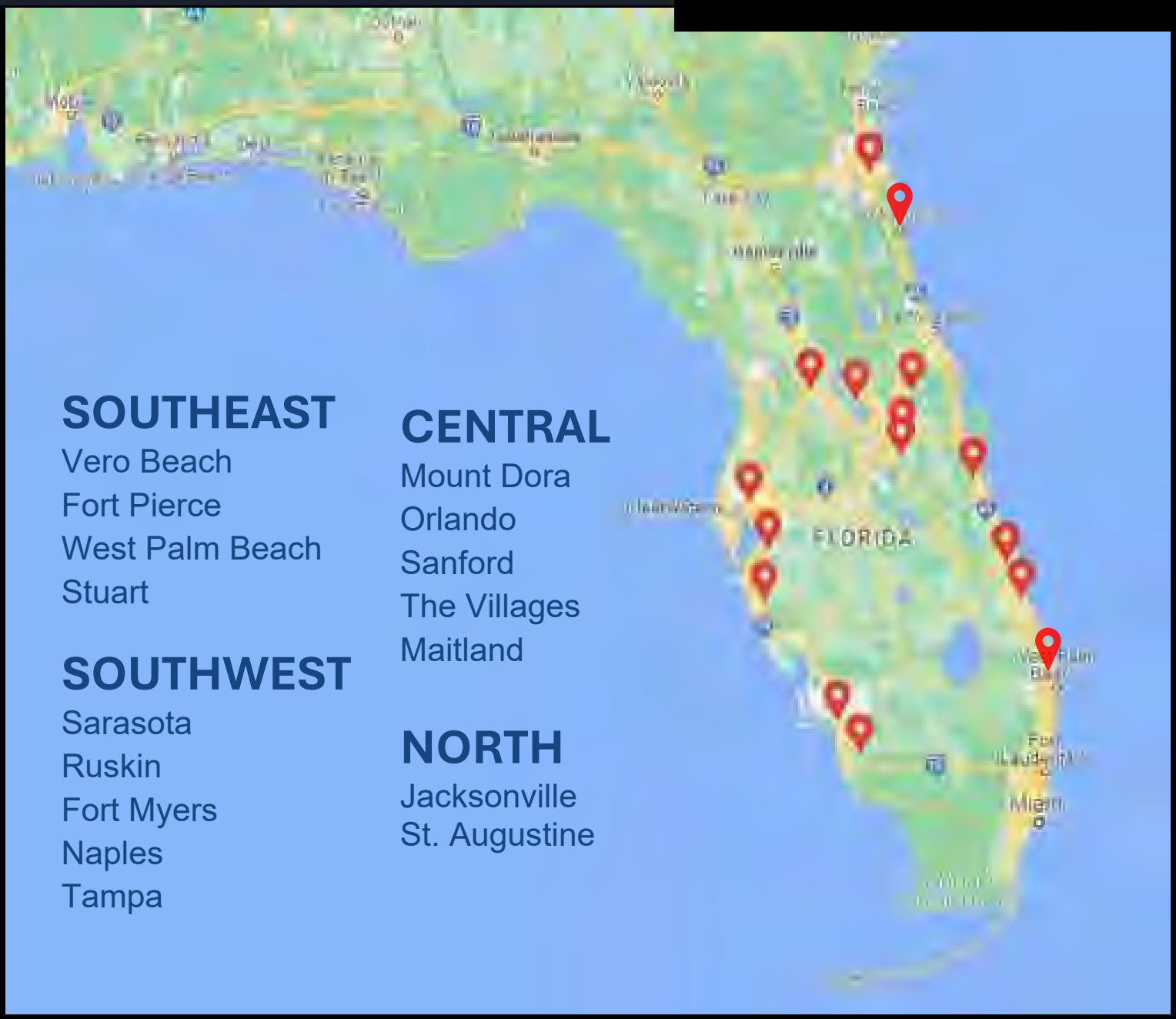
Our goal for all three divisions is to approach it with the same business strategy and principles that have made the company a success for 30+ years:

[

*Surround yourself with great people that demonstrate **"ICARE"** values and offer a service that brings **Natural Joy** to our customers.*

Locations

*Down To Earth is continuously expanding across Florida, with **16 different branch locations**.*



SOUTHEAST
Vero Beach
Fort Pierce
West Palm Beach
Stuart

SOUTHWEST
Sarasota
Ruskin
Fort Myers
Naples
Tampa

CENTRAL
Mount Dora
Orlando
Sanford
The Villages
Maitland

NORTH
Jacksonville
St. Augustine

COMPANY SAFETY PLAN

OUR NUMBER ONE PRIORITY

THE TEAM THAT CARES

Down To Earth understands that safety is the number one priority for both you and our employees. All personnel wear the following necessary protective equipment during the performance of their duties:

- DTE branded protective clothing, reflective, high visibility shirts, and safety vests.
- Protective eye wear or face shields
- Respiratory protection
- Gloves
- Ear/Hearing protection

Down To Earth personnel will adhere to all local, state, and federal safety guidelines and will observe all safety precautions when performing services on property, roadways and rights-of- way. The following measures will be employed when active in these areas:

- Safe location of parked vehicles
- Use of safety cones/signage
- Flag personnel as necessary

HIRING PROGRAM

- Mandatory drug screening prior to employment – zero-tolerance policy. Each new employee must complete our "**Green Vest Training**" program that focuses on the safe operation of all equipment and machinery

SAFETY TRAINING PROGRAM

- Employees participate in scheduled equipment training programs demonstrating the correct way to operate machinery and tools utilized for day-to-day job activities.
- Fertilizer/Pest Control Applicators take the Florida Best Management Practices Class and stay current on all continuing education

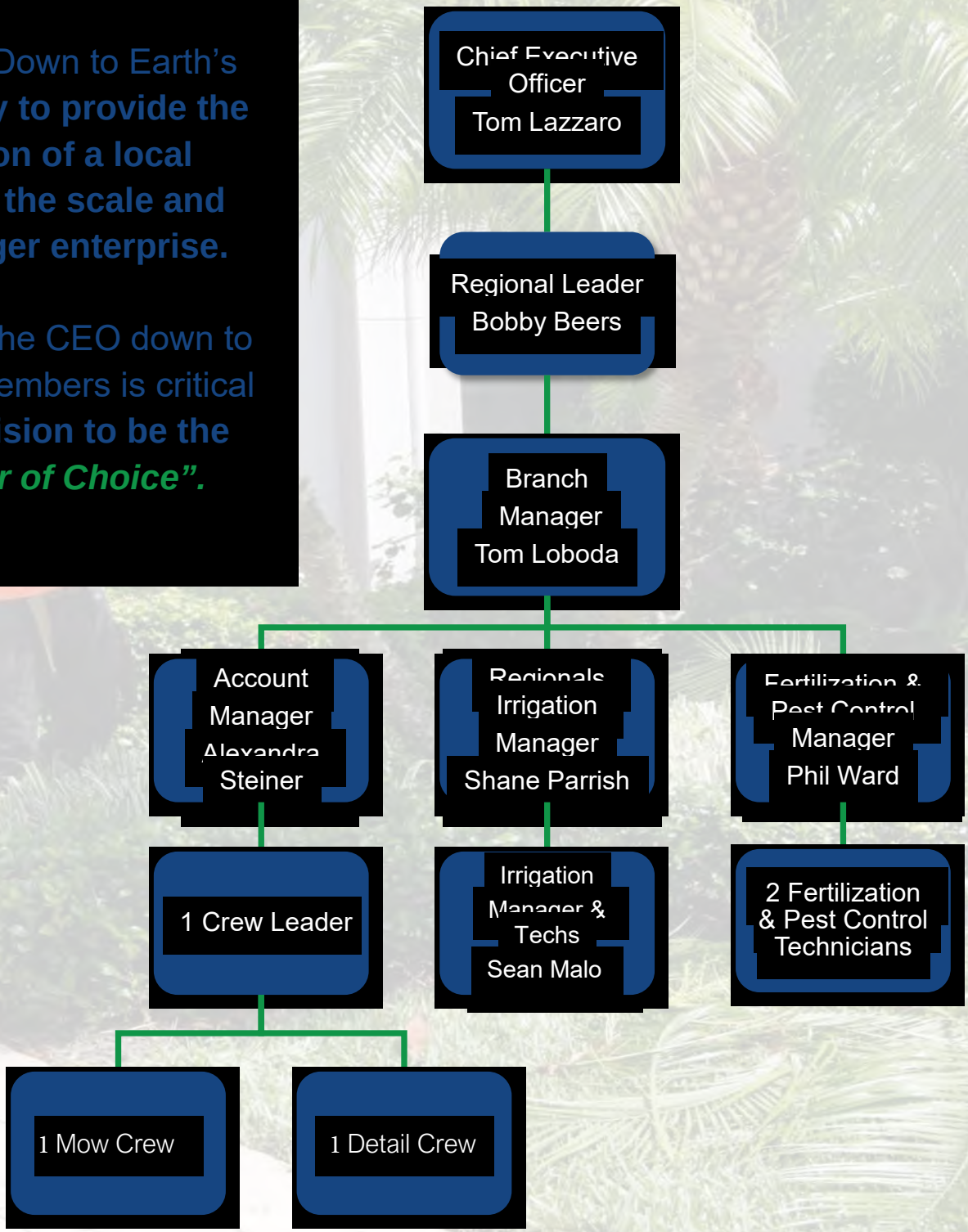
PREVENTIVE MAINTENANCE PROGRAM

- Participate in weekly "toolbox talks" to review the correct maintenance procedures and inspect current equipment.
- Equipment is cleaned and maintained daily which includes sharpening mower blades and servicing equipment to ensure proper working order.
- Weekly **Vehicle Condition Report** to ensure that all repairs and maintenance have been completed.
- Monthly **Branch & Site Audits** to ensure compliance.

Organizational Chart

One of the keys To Down to Earth's success is **the ability to provide the care and attention of a local company but with the scale and resources of a larger enterprise.**

This alignment from the CEO down to the individual crew members is critical to **delivering our vision to be the *"Service Provider of Choice".***



Personnel Experience:

Tom Loboda: Branch Manager

Summary
Outstanding leader with over 20 years of experience in the green industry specializing in landscape design including irrigation, drainage, and landscape lighting. Extremely customer centric with a strong focus on safety, daily operations oversight and improving quality with a work ethic second to none.

Qualifications
- Licensed Irrigation Contractor
- FNGLA Certified
- Best Management Practices Certified
- Fertilization & Pest Control Certified

Work Experience
Down To Earth- Sarasota- Branch Manager 2021-Present

Tom Trombly: Regional Operations Manager

Summary
Results-driven leader with over 20 years of experience in the landscape industry. Specializing in implementing best practices using the latest technology, equipment, and argronomic techniques. Has a passion for the green industry and successfully develops strong partnerships and long-term relationships with customers by driving accountability and key performance metrics.

Qualifications
- FNGLA Certified
- Best Management Practices Certified
- Florida Water Star Certified
- Toro Irrigation Certified Technician
- Restricted use pesticides license
- Turf grass management certification

Work experience
Down To Earth – Regional Operations Leader- Southwest Florida 2017-Present
Florida Evergreen Landscape & Irrigation – Senior VP 2013-2017
Earthcare Landscape Services – Director of Operations 2006-2013
Trombly's Greenhous & Landscaping – General Manager 2004-2006
Savalawn- Agronomics Manager- Lawncare Division 2002-2004

Alexandra Stein: Account Manager

Summary
Landscape professional with 10+ years of experience in large scale, commercial accounts with proven track record of establishing and maintaining cooperative and effective working relationships with customers and employees. Self motivated manager with a very strong work ethic.

Qualifications

- Green Industries Best Management Practices Certified

Work Experience
Down to Earth- Account/Enhancement Manager 2024-Present

Sean Malo- Irrigation Manager

Summary
15 years in the Green Industry with focus on installation, troubleshooting, and repair of irrigation systems

Qualifications
- Certified Rain Bird Maxicom installer and controller
- State of Florida Certified Irrigation Contractor
- Certified Landscape Irrigation Auditor

Work Experience
Down To Earth – Irrigation Manager 2025-Present
Juniper - Irrigation Manager 2018-2025

WE ARE HERE FOR YOU!

Let us help you

Weather the Storm.

2025

DOWN TO EARTH
LANDSCAPE & IRRIGATION

Hurricane season is upon us again. No matter what the weather may bring, your Down to Earth team is looking out for you.

To ensure we can provide you with a swift response following severe weather, we recommend the following:

Pre-Authorize Storm Clean-Up

See our **3-phrase approach** below.

Keep Us Apprised of your Insurance Requirements

Let us know of any requirements your insurance carrier may have for documenting damages or corrective actions resulting from a storm. Our team will take photos of damages and keep track of manpower, equipment, and work provided in our repairs.

Let Us Know How to Reach You

Communications can be vulnerable in case of a storm. Remember to keep your contact information updated.

Prepare Your Trees

Reduce the risk of damage and injury by pruning weak branches and opening canopies. Schedule an assessment with our team to ensure your trees are ready.

Have Peace of Mind With
Pre-Authorized Storm Clean-Up

When you approve a clean-up plan, we are on the ground canvassing your property to assess damage as soon as the storm has passed. We quickly dispatch the appropriate teams to address your needs, prioritizing safety first:

Our record over the years and our ICARE values have proven that we will do everything we can to alleviate the stress caused by inclement weather in a **3-phrase approach:**

Phase 1: Emergency services to clear roadways, driveways, and walkways for first responders.

Phase 2: Complete clean-up, staking, and specific rebuilds as requested, so that recurring maintenance can begin.

Phase 3: Property rebuild: Normal enhancement rates would apply.

Normal Maintenance operations can typically resume the week following clean-up for all but the most severely impacted properties. Utilizing our network of vendor partners and leveraging our Construction Division, we can bring resources to address the situation.

Hurricane Price List

General Labor	$80 / per man / per hour ($110 per man hour OT)
Bucket Truck & Chipper	$200 / per man / per hour ($250 per man hour OT)
Loader & Operator Large	$270 / per hour ($320 per hour OT)
Loader/ Operator Dump	$270 / per hour ($320 per hour OT)
Dump Fees	Market Rate (~$110 per cubic yard)
Arbor Crew with Dump Truck & Chipper	$180 / per man / per hour ($230 per hour OT)
Irrigation Repair	$110 / per person/ per hour ($150 per hour OT)
Lodge Pole & Stalking Rope	$35 / unit
Banding Kits (4X2)	$40 / unit
Crane	Priced per request

**Please note: All prices and availability for landscape materials are subject to change and can vary depending on market conditions which are beyond our immediate control. Disruption in normal maintenance services will not result in credits. However, schedules will be adjusted to catch up maintenance services as conditions allow over time unless otherwise agreed in advance. Additional proposals may be required for additional cleanup or arbor care.*

Payments are progress billed, and due immediately for all severe hurricane and/or severe weather-related charges.

Licenses, Certifications, & Insurance Bonds

To deliver the very best customer service, we currently hold the following licenses, certifications, and insurance bonding:

- BMP Certified– Florida Green Industries
- Florida Department of Agriculture and Consumer Services, Certificate of Nursery Registration
- Florida Department of Agriculture and Consumer Services Certified Pest Control Operator
- Florida Department of Agriculture and Consumer Services Registered Pest Control Firm
- Florida Department of Agriculture and Consumer Services, License as Dealer in Agriculture Products
- Florida Nursery, Growers and Landscape Association (FNGLA) – Certified Horticulture Professional (FCHP)
- FNGLA Certified Horticulturalists Florida Nursery, Growers and Landscape Association (FNGLA) – Florida Certified Landscape Contractor (FCLC)
- International Society of Arboriculture (ISA), Certified Arborist
- Rain Bird – Certified Maxicom Operator, Maxicom Software Level 1 and 2, Maxicom Hardware Level 1 & 2

***All certificates & licenses are available upon request.**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/15/2025

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

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

PRODUCER
The Baldwin Group Southeast
4211 W. Boy Scout
Suite 800
Tampa FL 33607

License#: L002281
SEASSER-01

CONTACT NAME: Susanne Fischer
PHONE (A/C, No, Ext): 239-734-3309 **FAX (A/C, No):** 239-931-5604
E-MAIL ADDRESS: certificates@bks-partners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : XL Specialty Insurance Company	37885
INSURER C : Westchester Surplus Lines Insu	10172
INSURER D : Gemini Insurance Company	10833
INSURER E : CNA Insurance Co	35289
INSURER F : Steadfast Insurance Company	26387

INSURED
SSS Down to Earth Opco, LLC
dba Down to Earth
500 Winderley Place Suite 222
Maitland FL 32751

COVERAGES **CERTIFICATE NUMBER:** 1476977646 **REVISION NUMBER:** MASTER25

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			RGD3002006-01	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			RAD9438300-01	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
F F	X **UMBRELLA LIAB** X OCCUR			AEC416850300	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 5,000,000
	X **EXCESS LIAB** CLAIMS-MADE			140002274	1/1/2025	1/1/2026	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		RWD3002005-01	1/1/2025	1/1/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Pollution Coverage			G7444748A 001	2/28/2024	2/28/2025	Each Occurr/Aggregate	1,000,000/2000000
D	Professional Coverage			VNPL013755	7/31/2024	7/31/2025	Each Occurr/Aggregate	1,000,000/2,000000
E	Inland Marine			7018535549	2/28/2024	2/28/2025	Leased/Rented Equip	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Liability Layer $3,000,000 over the Primary $2,000,000 - 140002274 - QBE Insurance Company NAIC# 39217
Proof of Insurance

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Proposal
Pricing

Based on our discussions and assessment of your property, please see the proposed services and pricing that we can provide to best serve your property.

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES
REQUEST FOR PROPOSALS

BID PROPOSAL FORM

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance and Irrigation **$ 279,450.54 Yr.**

PART 2

Fertilization (All labor and materials) **$ 21,737.62 Yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 + PRE M	1	4,012	$2,584.99
April	25-0-12 (Water Soluble)	0.5	2,006	$1,292.50
May	15-0-15	1	5,349	$1,821.24
July	0-0-64 (Water Soluble) Iron	0	0	$1,292.50
August	15-0-15	1	5,349	$1,821.24
October	20-0-10 + PRE M	1	4,012	$2,584.99

PASPALUM (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
NA	**NA**	**NA**	**NA**	**NA**
NA	**NA**	**NA**	**NA**	**NA**
NA	**NA**	**NA**	**NA**	**NA**
NA	**NA**	**NA**	**NA**	**NA**
NA	**NA**	**NA**	**NA**	**NA**
NA	**NA**	**NA**	**NA**	**NA**
NA	**NA**	**NA**	**NA**	**NA**
NA	**NA**	**NA**	**NA**	**NA**

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	20-0-10 + PRE M	1	1,368	$881.54
April	25-0-12 (Water Soluble)	0.5	684	$440.77
June	25-0-12 (Water Soluble)	0.5	684	$440.77
August	20-0-10 + PRE M	1	1,368	$881.54
October	25-0-12 (Water Soluble)	0.5	684	$440.77

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	10-4-12 + Micro	10.0	22,241	$1,465.65
June	10-4-12 + Micro	10.0	22,241	$1,465.65
October	10-4-12 + Micro	10.0	22,241	$1,465.65

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12 + Micro	1.5 per 100sf	630	$714.45
June	8-2-12 + Micro	1.5 per 100sf	630	$714.45
September	8-2-12 + Micro	1.5 per 100sf	630	$714.45
November	8-2-12 + Micro	1.5 per 100sf	630	$714.45

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
NA	**NA**	**NA**	**NA**	**NA**
NA	**NA**	**NA**	**NA**	**NA**
NA	**NA**	**NA**	**NA**	**NA**
NA	**NA**	**NA**	**NA**	**NA**
NA	**NA**	**NA**	**NA**	**NA**
NA	**NA**	**NA**	**NA**	**NA**

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$ 14,491.75 Yr.**
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ $50.00-$75.00 /Yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
NA	NA	NA	NA	NA
NA	NA	NA	NA	NA
NA	NA	NA	NA	NA
NA	NA	NA	NA	NA
NA	NA	NA	NA	NA

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Highlighted Landscaped Areas Designated as Parks and clubhouse as described in Scope of Services. $ _8,845.00__ / Yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 23,485.09 /Yr.**

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

____915____ CY Medium Pine Bark Mulch per specs for top-dressing at $ ____65.00____/CY

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 59,475.00 /Yr.
(do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

PART 6

Annual Installation (All labor and materials)
The District reserves the right to subcontract any annual installation event to an outside vendor

Contractor shall install approximately 6500 (4" pots) annuals up to four (4) times per year per specs at the direction of the District at $_____/annual

$ _____937.50_____ /rotation (BASED ON COUNT RECORDED AT SITE VISIT 375 total)

$ _____3,750.00 /Yr. **(if all rotations are performed - do not include in Grand Total)**

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 339,165.00 /Yr.

FIRST ANNUAL RENEWAL	$ 352,731.60 /Yr.
SECOND ANNUAL RENEWAL	$ 366,840.87 /Yr.
THIRD ANNUAL RENEWAL	$ 381,514.50 /Yr.

Contractor/Firm Name____SSS Down to Earth Opco II LLC_____

Firm Address____7840 Fruitville Road_____

City/State/Zip____Sarasota, FL 34240_____

Phone Number___(941) 336-3673_____ Fax Number_____NA_____

Name and Title of Representative __Kara Rewerts- Business Development Manager_____
(Please Print)

Representative's Signature_____Kara Rewerts_____

Date___6/16/25_____

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. ___NA_____ 2. ____NA____ 3. ___NA____ 4. ___NA____ 5. __NA_____

Dated this _____16th_____ day of ___June_____, 2025

COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: ___Down To Earth___ DATE 6/13/2025
_____

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
	Please see the attached equipment list		

FULL EQUIPMENT LIST

"GREAT PEOPLE need GREAT TOOLS"

Vehicles and Trailers:

- 5 Manger trucks – 1 AM and 4 PM's
- 1 Small pick-up for dog station person
- 10 Irrigation vans (stocking each one will be approx. $3k each)
- 5 F&P trucks and 5 flatbed trailers
- 9 2500 Pick-ups with 9 enclosed trailers
- 5 2500 Pick-ups with 5 dump trailers

Small Equipment:

- 9 Mowers – 60 inch
- 9 Mowers – 52 inch
- 9 Mowers – 36 inch
- 43 Blowers BR600 ½ Electric Stihl
- 20 Edgers
- 18 Weed eaters
- 15 Hedge trimmers ½ Electric Stihl
- 3 Pole saws
- 40 Backpack sprayers
- 100 Hand pruners and loppers
- 15 Ladders

F&P Equipment:

- 5 Gators
- 4 Z-Cart speader/sprayer
- 1 Vortex spreader to apply Hort fertilizer.
- 5 Blowers

DOWN TO EARTH

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL
LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

EVALUATION CRITERIA

1. Personnel **(25 Points Possible) (_____ Points Awarded)**

(E.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Tom Trombly	25+	Regional Director Of Operatic	Managed the successful operation of s
2. Thomas Loboda	17+	Branch Manager-Licensed Fe	Currently oversees properties in Florid
3. Phillip Ward	12+	Account Manager-Licensed F	Project/staff Management: manage mul
4. Alexandra Stiener	10+	Enhancement Account Mana	Oversees enhancement crews, support
5.			

Proposed Staffing Levels

Landscape Maintenance and Irrigation staff will always include, at a minimum; 5 laborers, 3 Supervisors, and 2 Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Yolanda Ramirez	10+	Production Manager	Overseas maintenance crews and com
2. Sean Malo	10+	Head Irrigation Manager	Lead irrigation tech/manager responsib
3. Lorenzo Jarquin	10+	Maintenance Crew Leader	Manages crew members on property, r
4. Adolfo Rico	10+	Fertilizer & Pest Control Appl	Responsible for the application of all fe

2. Experience **(30 Points Possible) (_____ Points Awarded)**

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, etc.)

1. Project Name/Location: The Federation of Kings Point

Contact: Cory Carpenter Contact Phone: (941) 330-3051

Project Type/Description: Landscape, fertilization, pest control, and irrigation

Dollar Amount of Contract: $1.3 Million

Your Company's Detailed Scope of Services for Project:

We offer full-service landscape maintenance, irrigation, fertilization, and pest control for section 1 wh

Duration of Contract: START DATE: April 1, 2022 END DATE: Current

2. Project Name/Location: Manatee County Memorial- UHS

Contact: Kevin Zern Contact Phone: (941) 809-7834

Project Type/Description: Landscape, fertilization, pest control, and irrigation

Dollar Amount of Contract: $300,000+

Your Company's Detailed Scope of Services for Project:

We offer full-service landscape maintenance, irrigation, fertilization, and pest control all areas surrou

Duration of Contract: START DATE: Feb. 11, 2022 END DATE: Current

3. Project Name/Location: Buckhead Trails Community Development District

Contact: Jayna Cooper Contact Phone: (813) 608-8242

Project Type/Description: Landscape, fertilization, pest control, and irrigation

Dollar Amount of Contract: $165,275.00

Your Company's Detailed Scope of Services for Project: _____

We offer full-service landscape maintenance, irrigation, fertilization, and pest control of all common a

Experience cont.

Duration of Contract: START DATE: Oct. 2024 END DATE: Current

4. Project Name/Location: **Coddington Community Association**

Contact: **Tricia Gwuinn** Contact Phone: **(813) 607-2220**

Project Type/Description: **Landscape, fertilization, pest control, and irrigation**

Dollar Amount of Contract: **$217,425.00**

Your Company's Detailed Scope of Services for Project: _____

We offer full-service landscape maintenance, irrigation, fertilization, and pest control of all common a

Duration of Contract: START DATE: July 1, 2022 END DATE: Current

5. Project Name/Location: **Palencia Homeowners Association**

Contact: **Scott Andryaukas** Contact Phone: **(407) 232-2623**

Project Type/Description: **Landscape, fertilization, pest control, and irrigation**

Dollar Amount of Contract: **$270,000.00**

Your Company's Detailed Scope of Services for Project: _____

We offer full-service landscape maintenance, irrigation, fertilization, and pest control for all homes a

Duration of Contract: START DATE: Aug. 2023 END DATE: Current

Experience cont.

An additional five **(5) points** will be awarded to all proposers with previous Landscape Maintenance and Irrigation experience with CDDs within the past three (3) years.

Has your company had previous Landscape Maintenance and Irrigation experience with other Community Development Districts within the past three (3) years? YES _✔_ NO _____

If yes, please fill in information below:

Project Name/Location: Buckhead Trails CDD, Sawgrass CDD, and Two Rivers CDD

Contact: Jayna Cooper Phone: (813) 608-8242 $ amt.: $500,000+

Your company's Scope of Services for Project: We offer full-service landscape maintenance, irrigation, fertilization, and pest control of all common areas in t

Duration of Contract: START DATE: 2024 END DATE: Current

(5 Points Possible) (_____ Points Awarded – This is either "0" or "5")

3. <u>Understanding Scope of RFP</u> (15 Points Possible) (_____ Points Awarded)

Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc.? Have all documents been completed as directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

4. <u>Price</u> (20 Points Possible) (_____ Points Awarded)

A full twenty (20) points will be awarded to the proposer submitting the lowest bid for Parts 1 - 4 of the Scope of Services (the Contract Amount). AN AVERAGE OF ALL YEARS' PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND ANY ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation. *

* Contractor "A" turns in a bid of $210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of $265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). (210,000/265,000) x 20 = 15.85, therefore, Contractor "B" will receive 15.85 of 20 possible points. Contractor "C" turns in a bid of $425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). (210,000/425,000) x 20 = 9.88, therefore, Contractor "C" will receive 9.88 of 20 points.

5. <u>Reasonableness of ALL Numbers</u> (5 Points Possible) (_____ Points Awarded)

Up to five (5) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities, etc. based on Contractor's field measurements) provided in Parts 1,2,3,4, 5 & 6.

<u>Proposer's Total Score</u> (100 Points Possible) (_____ Points Awarded)

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2025, by and between:

> **Berry Bay Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Hillsborough County, Florida, and having offices at c/o Inframark, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 ("District"); and
>
> _____ (the "Contractor," and collectively with the District, the "Parties").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping, and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain Landscape Maintenance and Irrigation services; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so in accordance with its proposal submitted to the District;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance and Irrigation Areas Exhibit attached hereto as **EXHIBIT B** ("Work"). The Contractor agrees that the Landscape Maintenance and Irrigation Areas Exhibit attached hereto as **EXHIBIT B** is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any

such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. 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. Contractor shall be required to provide a full and properly staffed work crew on site five (5) days per work week, which shall include a minimum daily work crew of [TBD]. The Contractor shall assign the same work personnel and supervisors to Berry Bay to maintain the property in a consistent manner by workers that are familiar with the property and procedures expected.

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 Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. Contractor is responsible for vehicular safety within the community and shall use orange safety cones in addition to the proper warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District 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 Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates the District Manager and the Berry Bay Field Operations Manager to act as the District Representatives. The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each month with notification of any problem areas and a schedule of work for the upcoming month. Further, at the request of the District, the Contractor agrees to meet the District Representatives at least once per week to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether 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 forty-eight (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 three days and prior to submitting any invoices to the District. If the Contractor does not respond or take action within the specified time period, and subject to Section 17, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor $100 per day as liquidated and agreed damages, and not as a penalty; to withhold some or all of the Contractor's payments under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the work is properly done by the Contractor, and it is the Contractor's responsibility to perform the work in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the work to any subcontractor without prior written approval of the District, except as it pertains to bush hogging or bush hogging services. 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.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date first written above, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

a. Work under this Agreement shall begin on the date first written above and end _____ ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, and unless terminated pursuant to the terms of this Agreement, this Agreement shall automatically renew on the same terms up to three times and for one year periods each starting [DATE].

b. As compensation for the Work, the District agrees to pay Contractor the amounts set forth in the Bid Proposal Form submitted by Contractor included in **EXHIBIT A**. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.

c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed ASO, an example of which is attached as **EXHIBIT C**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's bid pricing (attached as part of **EXHIBIT A**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid.

8. INSURANCE.

a. The Contractor shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.

ii. Employer's Liability Coverage with limits of at least $500,000 per accident or disease.

iii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than $2,000,000 combined single limit bodily injury and property damage liability, and further including, but not being limited to, Independent Contractors

Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than $1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and shall have limits of at least $2,000,000 per occurrence and $2,000,000 on aggregate.

b. The District, its staff, supervisors and consultants shall be named as additional insureds (except with respect to the Worker's Compensation Insurance). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-/VII.

c. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

9. INDEMNIFICATION.

a. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District Staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, or representatives.

b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

c. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultants limitations on liability contained in section 768.28, Florida Statutes or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

10. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

11. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the bid, and that 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. 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, and except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. 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.

12. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as Bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

13. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (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 act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

14. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

15. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

16. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

17. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost

profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

18. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

19. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

20. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

21. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

22. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency / conflict between this document, and the **EXHIBITS**, this document and the **EXHIBITS** shall be read in harmony to fulfill the intent of this Agreement, provided however that in the event of an irreconcilable inconsistency / conflict, this document shall control.

23. **ENFORCEMENT OF AGREEMENT**. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

24. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

25. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

26. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Berry Bay Community
Development District
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Attn: District Manager

With a copy to: Straley Robin Vericker
1510 W. Cleveland St.
Tampa Florida 33606
Attn: Kathryn Hopkinson

B. **If to the Contractor:** _____
_____
_____
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

27. **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.

28. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be in the county in which the District is located.

29. **ANTI-HUMAN TRAFFICKING.** Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor

or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

29. **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 PUBLICRECORDS@INFRAMARK.COM, OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607.

30. **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.

31. **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.

32. **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.
c. 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.
d. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

33. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

33. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel.

34. 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.

35. **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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:	**BERRY BAY COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
By: _____	By: _____
□ Secretary	□ Chairperson
□ Assistant Secretary	□ Vice Chairperson
	Date: _____
ATTEST:	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
	Date: _____

Exhibit A: **Fee Schedule & Scope of Services**
Exhibit B: **Landscape Maintenance and Irrigation Areas Exhibit**
Exhibit C: **Additional Services Order**

DOWN TO EARTH
LANDSCAPE & IRRIGATION

Thank You!

We look forward to working with your community.

Down To Earth
7840 Fruitville Road
Sarasota, FL 34240
(941) 336-3673
dtelandscape.com

*Visit our website @ **dtelandscape.com***

REQUEST FOR PROPOSAL

FOR

LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

BERRY BAY
COMMUNITY DEVELOPMENT DISTRICT

Prepared by:

Michael Perez
Inframark
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607

May 2025

TABLE OF CONTENTS

1. Instructions to Proposers 3

2. Scope of Services 8

3. Bid Proposal Form 21

4. List of Currently Owned Company Equipment 28

5. Form of Weekly Work Journal 29

6. Form of Pest Management Report 30

7. Irrigation Repair Request Form 31

8. Evaluation Criteria 32

9. Form of Landscape Maintenance and Irrigation Services Agreement 36

10. Additional Services Order Form 50

11. Maintenance Map/Plan 52

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL
Landscape Maintenance and Irrigation Services
Hillsborough County, Florida

Instructions to Proposers

SECTION 1. DUE DATES Notice is hereby given that the **Berry Bay Community Development District** (the "District") will accept proposals from all qualified companies interested in providing Landscape Maintenance and Irrigation services.

The Request for Proposal ("**RFP**") packet will be available for public inspection and may be obtained beginning at 12:00 p.m. (EST) on **Monday, May 12, 2025**, by emailing the District Manager, Michael Perez at Michael.Perez@Inframark.com. Proposers must have obtained an RFP packet prior to attending the Pre-Proposal meeting. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening, and to provide notice of such changes only to those Proposers who have attended the Pre-Proposal Meeting and otherwise notified the District in writing of an intent to submit a Proposal.

Firms desiring to submit proposals may submit one (1) proposal via e-mail to District Manager Michael Perez at Michael.Perez@Inframark.com (no hard copies are required) no later than 12:00 p.m. on **Monday, June 16, 2025**. For those firms who prefer to submit a hard copy proposal, they shall submit one (1) original and (1) electronic copy (PDF form on a USB flash drive) of the same to the attention of Michael Perez at Inframark, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607. A hard copy proposal must be received by the aforementioned deadline.

Proposals shall be submitted in an electronic or hard copy format and shall clearly identify the project as "Berry Bay Community Development District RFP Landscape Maintenance and Irrigation Services Proposal". Proposals may be either emailed or mailed (or other delivery manner). No facsimile, telephonic, or telegraphic submittals will be accepted. A **public opening** of all proposals will be held at **1:00 pm (EST)**, or as soon thereafter as possible, on **Monday, June 16, 2025**, at Inframark, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607. Proposals received after the scheduled date and time for submittal will not be considered but can be claimed by the owner within ten (10) calendar days of the submittal deadline or if not retrieved within the aforementioned timeframe, may be destroyed by the District.

SECTION 2. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the proposer must correctly sign the "Acknowledgment of Receipt of Documents" and "Proposal Signature Form" attached hereto. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his or her authority to do so.

SECTION 3. FAMILIARITY WITH THE PROJECT. Before submitting a proposal, the proposer shall carefully examine the drawings, read the specifications, visit the project site and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the proposer that the proposer is familiar with the project.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a proposal, the proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible proposer who is qualified by experience to do the work specified herein. The proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District. Proposer shall be required to provide a work crew on site five (5) days per work week. The winning proposer shall assign the same work personnel and supervisors to Berry Bay to maintain the property in a consistent manner by workers that are familiar with the property and procedures expected. In order to submit a proposal, each proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; (2) have at least five (5) years of experience with CDD landscaping maintenance projects of similar size and scope; (3) attend the Mandatory Pre-Proposal Meeting; and (4) submit total price along with an option for three (3) one (1) year renewals with price.

SECTION 6. DISQUALIFICATION OF PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the proposers, the proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Request for Proposal are to be directed in writing, via e-mail only, to Michael Perez at Michael.Perez@Inframark.com. Interpretations or clarifications considered necessary in response to such questions will be issued by addendum(a) ("**Addenda**") to all parties recorded as having received the Request for Proposal. Questions received after **Friday, May 30, 2025**, at 3:00 p.m. (EST) will not be answered. Answers to all questions will be provided to all proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the proposer shall be responsible for all queries.

SECTION 8. SUBMISSION OF PROPOSAL. Submit one (1) proposal via e-mail or one (1) hard copy of the proposal forms and (1) electronic copy (PDF format on a USB flash drive), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOPALS (Berry Bay Community Development District – Landscape Maintenance and Irrigation) ENCLOSED" on the face of it.

SECTION 9. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted

at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 10. REQUEST FOR PROPOSAL. The Request for Proposal will be provided to all bidders via Transfer Website URL.

SECTION 11. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda. In making its proposal, each proposer represents that it has read and understands the Request for Proposal and that the proposal is made in accordance therewith, including verification of the contents of the Request for Proposal against its Table of Contents. Proposer shall provide in the proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the proposer in accordance with the Request for Proposal.

SECTION 12. BASIS OF AWARD/RIGHT TO REJECT. The CDD's Board of Supervisors will review the proposals at their Thursday, July 10, 2025, 2:00 p.m. (EST) Board of Supervisors meeting and award a contract that is in the best interests of the CDD. The Board of Supervisors meeting to be held at Inframark, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607. The CDD reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, waive any irregularities in any proposal, and change or waive at any time any provisions in the solicitation documents, as the CDD in its sole discretion deems appropriate. Moreover, the CDD explicitly and clearly reserves the right to make an award on any basis that it deems appropriate.

SECTION 13. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the proposer shall enter into and execute the Contract in substantially the form included in the Request for Proposal package.

SECTION 14. INSURANCE. All proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the agreement form provided herein. In the event the proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its supervisors, staff and consultants as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 15. INDEMNIFICATION. The successful proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

SECTION 16. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 17. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Request for Proposal:

A. A narrative description of the proposer's approach to providing the services as described in the Scope of Services provided herein.

B. Completed price proposal (forms attached).

C. List position or title, corporate responsibilities and years of experience of key management or supervisory personnel (forms attached as part of "Contractor's Qualification Statement"). Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.

D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level. **Include a staffing plan depicting quantity of laborers, crew chiefs, field managers as well as work hours and days spent on the property**. A work crew must be on site five (5) days per work week. The same work personnel and supervisors shall be assigned to Berry Bay to maintain the property in a consistent manner by workers that are familiar with the property and procedures expected.

E. Three references from projects of similar size and scope. The proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

F. Information related to other projects of similar size and scope which proposer has provided, or is currently providing Landscape Maintenance and Irrigation services (forms attached as part of Contractor's Qualification Statement).

G. A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance.

H. Completed copies of all other forms included within the Request for Proposal.

SECTION 18. PROTESTS. Any protest relating to the District and regarding the Request for Proposal, a proposal rejection by the District, or an award of contract by the District, including District specifications or other requirements contained in the Request for Proposal, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the receipt of the Request for Proposal or receipt of the notice of the District's decision as applicable, and must be filed at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607, Attn: District Manager. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest.

SECTION 19. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Request for Proposal, a proposal rejection, or a contract award shall post with the District at the time of filing (within 72 hours as referenced in Section 18 above), a protest bond payable to the District in an amount equal to one percent (1%) of the value of the estimated contract amount. Bonds shall be by a

U.S. postal service money order, certified check, or cashier's check. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties.

Berry Bay Community Development District
Michael Perez, District Manager

SCOPE OF SERVICES

PART 1
GENERAL LANDSCAPE MAINTENANCE

1) MOWING – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week
NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, landscape detailing, debris clearing, etc.) Notwithstanding the above, at no time will the Paspalum ever be allowed to grow beyond a maximum height of two (2) inches and St. Augustine shall never be allowed to grow beyond five and one half (5 ½) inches. Each mowing should leave the Bahia grass at a height of three (3) to three and one half (3 1/2) inches, Paspalum at a height of one (1) to one and one half (1 ½) inches and St. Augustine at a height of three and one half (3 ½) to four (4) inches. Optimum height for Paspalum should be approximately one and one half (1 ½") to encourage deeper root growth. Rotary Mowers are preferred for heights above one (1) inch and Reel type mowers for heights below one (1) inch. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The District requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise large clumps of clippings will be collected and removed by the contractor. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The contractor shall restore any noticeable damage caused by the contractor's mowing equipment within forty-eight hours from the time the damage is caused at the contractor's sole cost and expense. The contractor shall be responsible for training all its personnel in the technical aspects of the Berry Bay Landscape Maintenance and Irrigation Program and general horticultural practices. This training will also include wetland species identification as it relates to pond banks and wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. The contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment, including orange safety cones, at all times. Any motorized equipment used on the road ways of the community must be legally equipped. Weekend work is permitted when necessary upon prior approval.

1A) POND MOWING (if applicable) - All ponds (if applicable) identified as such on the overall Berry Bay Maintenance Exhibit/Plans shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. Pond banks will be mowed and trimmed to water's edge. Line trimming at water's edge and line trimming of drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). The contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from the water's edge. It is understood that trash of any kind and other debris within arm's

reach of water's edge shall be removed & disposed of by the contractor during every normal service event. Unless otherwise designated on Maintenance Exhibit/Plans, homeowners are responsible for mowing down to the water's edge behind their property.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged during each mowing event. All edging shall be performed to the sole satisfaction of the District. **Chemical edging shall not be permitted anywhere on property**.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Once per year, central leaders shall be maintained and interfering or crossed limbs shall be removed. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off buildings (including roofs), signage structures, play structures, fences & walls as well as pruned to keep street lights and traffic signage from being blocked. Additionally, on an as-needed basis, all trees shall be pruned over sidewalks, nature trails, parking lots, driveways & roadways so as not to interfere with pedestrians, cars or other vehicles. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet (but shall vary according to DOT specs) of clearance under all limbs depending on location and species of tree.)

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Berry Bay. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All palms shall receive pruning as often as necessary to appear neat and clean at all times.
The timing of the Palm pruning to be coordinated with the District. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. "Hurricane" palm pruning shall never be allowed without prior written approval from the District.

4) WEEDS AND GRASSES – All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the District at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The contractor shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

6) CLEAN UP – At no time will the contractor leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. The contractor shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) REPLACEMENT OF PLANT MATERIAL – Tree and shrubs in a state of decline should immediately be brought to the attention of the District. Dead or unsightly plant material shall be removed upon notification of the District. The contractor shall be responsible for replacement if due to contractor's negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

8) If contractor misses a service due to inclement weather or any other reason, the contractor is required to make up service the same week.

PART 2
FERTILIZATION

The contractor shall follow all provisions of the Hillsborough County Fertilizer Ordinance and Regulation (Fertilizer Ordinance 21-42), as they may be amended from time to time, in addition to the Environmental Protection Commission (EPC) Rules 1-15. It is further recommended that those practices outlined in the Pasco County Fertilizer Rule be followed. Highlights of that rule are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF PASCO COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for central Florida turf: (per BMP guidelines and University of Florida IFAS Extension, central Florida is determined by anything south of a line running east-west from coast to coast through Ocala and north of a line between Tampa & Vero Beach.)

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	Fe For foliar application, use ferrous sulfate (2 oz. /3-5 gal. H2O/1,000 SF)
August	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
October	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

March	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	Apply Supplemental Iron sulfate or chelated iron in liquid applications
October	A complete fertilizer based on soil tests

All Paspalum Sod:

March	A complete fertilizer based on soil tests + PreM
April	N (Soluble Nitrogen applied at .5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	A complete fertilizer based on soil tests

August	Fe (for foliar apps, use ferrous sulfate @ 2 oz. /3-5 gal H2O/1000 SF). If Fe is applied to an acidic soil, use 1 lb. of iron sulfate/1000 SF. If soil is calcareous, use the container label recommended rate of an iron chelate.)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

The contractor shall submit a fertilizer label to resident project representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Soil test samples shall be taken twice a year by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Test results will be provided to the District. Should changes be of merit, the contractor shall notify the District in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S REPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY ITS NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)
A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft. /year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO ITS NEGLIGENCE.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September, November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

The contractor shall provide the District with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. Contractor must notify the District five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the contractor to so notify the District may result in the contractor forfeiting any and all rights to payment for the applications made without notification.

PART 3
PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying on turf shall be provided by the contractor every month with additional spot treatment as needed. The contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. The contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. The contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. The contractor will be fully responsible in the treatment of such afflictions. At the CDD's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. The contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. The contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.**

The contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. The contractor shall familiarize itself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the contractor's responsibility to treat pest within five (5) working days of the date of notification.

FIRE ANT CONTROL

The contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

For informational purposes only, the contractor is asked to provide the cost for the annual application of Top Choice in all designated parks and clubhouse finished landscaped and irrigated areas on the Plans/Maintenance Exhibit. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4
IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems.

A. Irrigation Controllers
   1. Semi-automatic start of the automatic irrigation controller
   2. Check for proper operation
   3. Program necessary timing changes based on site conditions
   4. Lubricate and adjust mechanical components
   5. Test back up programming support devices

B. Water Sources
   1. Visual inspection of water source
   2. Clean above ground strainers and filters
   3. Test each pump at design capacities **weekly**; inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
   4. Test automatic protection devices

C. Irrigation Systems
   1. Manual test and inspection of each irrigation zone
   2. Clean and raise heads as necessary
   3. Adjust arc pattern and distance for required coverage areas
   4. Clean out irrigation valve boxes

D. Report
   1. Irrigation operation time
   2. Irrigation start time
   3. Maintenance items performed
   4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon being awarded the contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion,

After the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigations reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Pasco County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

PART 5
INSTALLATION OF MULCH

At District's request and after prior approval by the District Manager, Contractor shall top dress all currently landscaped areas as shown on the plans/maintenance map (landscaped beds, tree rings, parks, etc.) with Grade "A" Medium Pine Bark Mulch. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction. Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" and beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to the District.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch (Pine Bark) is required to attain the required 3" depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The CDD reserves the right to subcontract out any and all mulching events.

PART 6
ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately sixty five hundred (6500) annuals in 4" containers up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each quarterly rotation shall be submitted to District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and **monthly slow-release** nutritional requirements. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the summer rotation **at no additional cost to District**, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each change out throughout the year. All annual beds shall be raised at least eight inches.

This item will not be included in the contract amount. Contractor shall provide a price per 4" annual to be installed and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The CDD reserves the right to subcontract out any and all annual installation events.

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES
REQUEST FOR PROPOSALS

BID PROPOSAL FORM

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance and Irrigation **$ 317,828.00**

PART 2

Fertilization (All labor and materials) **$ 42,108.00 Yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
FEB	25-0-11	PENDING SOIL SAMPLES TAKEN ON 6/12/25		
APR	25-0-11	PENDING SOIL SAMPLES TAKEN ON 6/12/25		
MAY	25-0-11	PENDING SOIL SAMPLES TAKEN ON 6/12/25		
JUL	25-0-11	PENDING SOIL SAMPLES TAKEN ON 6/12/25		
AUG	25-0-11	PENDING SOIL SAMPLES TAKEN ON 6/12/25		
OCT	25-0-11	PENDING SOIL SAMPLES TAKEN ON 6/12/25		

PASPALUM (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
NO PASPALUM TURF IDENTIFIED DURING ONSITE INSPECTION				

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MAR	25-0-11	PENDING SOIL SAMPLES TAKEN ON 6/12/25		
APR	25-0-11	PENDING SOIL SAMPLES TAKEN ON 6/12/25		
JUN	25-0-11	PENDING SOIL SAMPLES TAKEN ON 6/12/25		
AUG	25-0-11	PENDING SOIL SAMPLES TAKEN ON 6/12/25`		
OCT	25-0-11	PENDING SOIL SAMPLES TAKEN ON 6/12/25		

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MAR	16-4-8	PENDING SOIL SAMPLES TAKEN ON 6/12/25		
JUN	16-4-8	PENDING SOIL SAMPLES TAKEN ON 6/12/25		
OCT	16-4-8	PENDING SOIL SAMPLES TAKEN ON 6/12/25		

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MAR	8-0-12	PENDING SOIL SAMPLES TAKEN ON 6/12/25		
JUNE	8-0-12	PENDING SOIL SAMPLES TAKEN ON 6/12/25		
SEP	8-0-12	PENDING SOIL SAMPLES TAKEN ON 6/12/25		
NOV	8-0-12	PENDING SOIL SAMPLES TAKEN ON 6/12/25		

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
NO PLANTS IDENTIFIED IN NEED OF SPECIALIZED FERTILIZATION				

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials)
INCLUDED IN FERTILIZATION PRICING.
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ ____N/A___ /Yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
NO SPECIALTY PALMS IDENTIFID DURING ONSITE INSPECTION (ROYAL PALM, SYLVESTER PALM, CANARY ISLAND PALM, BISMARCK PALM, MEDJOOL PALM)				

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Highlighted Landscaped Areas Designated as Parks and clubhouse as described in Scope of Services. $ ____11,500.00_____ / Yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 15,542.80 /Yr.**

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

_____760_____ CY Medium Pine Bark Mulch per specs for top-dressing at $ ____90.00_____/CY

Installation of Pine Bark Mulch (medium) (All labor and materials) $ _____68,400.00_____ _____/Yr.
(do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

PART 6

Annual Installation (All labor and materials)
The District reserves the right to subcontract any annual installation event to an outside vendor

Contractor shall install approximately 6500 (4" pots) annuals up to four (4) times per year per specs at the direction of the District at $___2.25 – 2.90___/annual
DURING ONSITE INSPECTION, THERE WERE NOT 6,500 ANNUALS IDENTIFIED. THE COST PER ROTATION WOULD BE BASED ON HOW MANY PLANTS DESIRED TO BE INSTALLED PER SEASON.

$ _____2,250.00 – 2,900.00_____ /rotation (PRICE BASED ON 1,000 ANNUALS)

$ _____9,000.00 – 11,600.00_____/Yr. **(if all rotations are performed - do not include in Grand Total)**

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 375,478.80 /Yr.

FIRST ANNUAL RENEWAL	$ 386,743.17 /Yr.
SECOND ANNUAL RENEWAL	$ 398,345.47 /Yr.
THIRD ANNUAL RENEWAL	$ 410,295.83 /Yr.

Contractor/Firm Name_____FIELDSTONE LANDSCAPE SERVICES _____

Firm Address_____ 4801 122nd Ave N_____

City/State/Zip_____CLEARWATER, FL 33762_____

Phone Number_____727-822-7866_____ Fax Number_____N/A_____

Name and Title of Representative _____SCOTT HERMAN_____
(Please Print)

Representative's Signature_____

Date_____JUNE 16TH, 2025_____

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 2024

COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: __FIELDSTONE LANDSCAPE SERVICES_____ DATE: JUNE 16TH, 2025

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
3	104" 'BAT-WING' DECK MOWER	1	TAMPA OFFICE 14807 N 12th St, Lutz, FL 33549
2	60" DECK MOWER	2	TAMPA OFFICE 14807 N 12th St, Lutz, FL 33549
3	52" DECK MOWER	3	TAMPA OFFICE 14807 N 12th St, Lutz, FL 33549
1	36" DECK MOWER	1	TAMPA OFFICE 14807 N 12th St, Lutz, FL 33549
6	STRING TRIMMER	10	TAMPA OFFICE 14807 N 12th St, Lutz, FL 33549
4	BACK PACK BLOWER	4	TAMPA OFFICE 14807 N 12th St, Lutz, FL 33549
2	BACK PACK SPRAYER	12	TAMPA OFFICE 14807 N 12th St, Lutz, FL 33549
2	Z-SPRAY BROAD SPECTRUM	5	TAMPA OFFICE 14807 N 12th St, Lutz, FL 33549
6	METAL BLADE EDGER	10	TAMPA OFFICE 14807 N 12th St, Lutz, FL 33549

_____

BERRY BAY CDD

WEEKLY WORK JOURNAL

(this form must be filled out at the end of each weekly visit and turned in to the clubhouse office)

DATE:_____

DESCRIPTION OF WORK PERFORMED TODAY:_____

_____

_____

_____

_____

_____

_____

_____

LOCATIONS:_____

_____

_____

_____

_____

_____

ISSUES REQUIRING ATTENTION: _____
(Please notify District Rep. if any)

_____

_____

_____

BERRY BAY CDD
PEST MANAGEMENT REPORT

DATE:_____

SYMPTOMS: _____
_____
_____
_____
_____

LOCATION: _____
_____
_____
_____
_____
_____

PROBABLE CAUSE OF DAMAGE: _____
_____
_____
_____
_____
_____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____
_____
_____
_____
_____
_____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

BERRY BAY REPRESENTATIVE NAME: _____
_____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

BERRY BAY CDD
IRRIGATION REPAIR REQUEST FORM

DATE:_____

DAMAGE:_____

_____

_____

_____

LOCATION:_____

_____

_____

PROBABLE CAUSE OF DAMAGE:_____

_____

_____

_____

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL
LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

EVALUATION CRITERIA

1. Personnel (25 Points Possible) (_____ Points Awarded)

(E.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
SCOTT HERMAN	10	DIRECTOR OF BUSINESS DEVELOPMENT	OVERSEE AND EXECUTE NEW BUSINESS TRANSACTIONS
MATEO SOTO	15	BRANCH MANAGER	MANAGE BRANCH OPERATIONS
LIZ MOORE	15	ACCOUNT MANAGER	MANAGE CREW EFFICIENCIES AND COMMUNICATE WITH CLIENT
CESAR SOTO	12	PRODUCTION MANAGER	SUPERVISE ONSITE CREW OPERATIONS
ANTHONY GRIECO	15	HORTICULTURE MANAGER	EXECUTE FERTILIZATION AND PESTICIDE APPLICATIONS

Proposed Staffing Levels

Landscape Maintenance and Irrigation staff will always include, at a minimum; _____10_____ laborers, _____3____Supervisors, and ____3____ Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
ANTHONY GRIECO	15	FNGLA, CPCO CERTIFIED	HORTICULTURAL APPLICATIONS
MATEO SOTO	15	FNGLA CERTIFIED	MANAGE BRANCH OPERATIONS
LIZ MOORE	15	FNGLA CERTIFIED	MANAGE CREWS

2. Experience (25 Points Possible) (_____ Points Awarded)

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, etc.)

1. Project Name/Location: EPPERSON RANCH 2 CDD

   Contact: KRISTEE COLE Contact Phone: 813-382-7355

   Project Type/Description: FULL SERVICE LANDSCAPE MAINTENANCE CONTRACT OF SIMILAR SIZE AND COMLEXITY

   Dollar Amount of Contract: $245,160.00

   Your Company's Detailed Scope of Services for Project:

   COMPLETE LANDSCAPE MAINTENANCE CONTRACT ENCOMPASSING ALL ASPECTS OF THE COMMON GROUNDS. MOWING, EDGING, BLOWING, HORTICULTURAL APPLICATIONS, IRRIGATION MANAGEMENT, PEST CONTROL AND FERTILIZATION.

   Duration of Contract: START DATE: 7-1-2023 END DATE: CURRENT

2. Project Name/Location: BELMONT 2 CDD

   Contact: Contact Phone:

   Project Type/Description: FULL SERVICE LANDSCAPE MAINTNENACE CONTRACT WITH CLOSE PROXIMITY TO BERRY BAY

   Dollar Amount of Contract: $91,200.00

   Your Company's Detailed Scope of Services for Project:

   COMPLETE LANDSCAPE MAINTENANCE CONTRACT ENCOMPASSING ALL ASPECTS OF THE COMMON GROUNDS. MOWING, EDGING, BLOWING, HORTICULTURAL APPLICATIONS, IRRIGATION MANAGEMENT, PEST CONTROL

   Duration of Contract: START DATE: 11-1-2021 END DATE: CURRENT

3. Project Name/Location: SILVERADO CDD

   Contact: JAMIE SANCHEZ Contact Phone: 561-571-0010

   Project Type/Description: FULL SERVICES LANDSCAPE MAINTENANCE CONTRACT OF SIMILAR SIZE AND COMPLEXITY (NEW CONTRACT)

   Dollar Amount of Contract: $248,700.00

Your Company's Detailed Scope of Services for Project_____

COMPLETE LANDSCAPE MAINTENANCE CONTRACT ENCOMPASSING ALL ASPECTS OF THE COMMON GROUNDS. MOWING, EDGING, BLOWING, HORTICULTURAL APPLICATIONS, IRRIGATION MANAGEMENT, PEST CONTROL

Duration of Contract: START DATE: 6-1-2025 END DATE: CURRENT

4. Project Name/Location: RAYMOND JAMES FINANCIAL

Contact: JAMES BENNETT Contact Phone: 727-417-5796

Project Type/Description: FULL SERVICE LANDSCAPE MAINTENANCE CONTRACT FOR A LARGE HIGH END INDUSTRIAL CENTER

Dollar Amount of Contract: $347,880.00

Your Company's Detailed Scope of Services for Project: _____

COMPLETE LANDSCAPE MAINTENANCE CONTRACT ENCOMPASSING ALL ASPECTS OF THE COMMON GROUNDS. MOWING, EDGING, BLOWING, HORTICULTURAL APPLICATIONS, IRRIGATION MANAGEMENT, PEST CONTROL

Duration of Contract: START DATE: 10-1-2018 END DATE: CURRENT

5. Project Name/Location: TIMBER CREEK CDD

Contact: LISA CASTORIA Contact Phone: 352-874-2542

Project Type/Description: FULL SERVICE LANDSCAPE MAINTENANCE CONTRACT OF A LOCAL COMMUNITY DEVELOPMENT DISTRICT

Dollar Amount of Contract: $59,550.00

Your Company's Detailed Scope of Services for Project: _____

COMPLETE LANDSCAPE MAINTENANCE CONTRACT ENCOMPASSING ALL ASPECTS OF THE COMMON GROUNDS. MOWING, EDGING, BLOWING, HORTICULTURAL APPLICATIONS, IRRIGATION MANAGEMENT, PEST CONTROL

Duration of Contract: START DATE: 11-1-2024 END DATE: CURRENT

Experience cont.

An additional five **(5) points** will be awarded to all proposers with previous Landscape Maintenance and Irrigation experience with CDDs within the past three (3) years.

Has your company had previous Landscape Maintenance and Irrigation experience with other Community Development Districts within the past three (3) years? YES _X__ NO _____

If yes, please fill in information below:

Project Name/Location: EPPERSON RANCH 2 CDD

Contact: KRISTEE COLE Phone: 813-382-7355 $ amt.: $245,160.00

Your company's Scope of Services for Project: **COMPLETE LANDSCAPE MAINTENANCE CONTRACT ENCOMPASSING ALL ASPECTS OF THE COMMON GROUNDS. MOWING, EDGING, BLOWING, HORTICULTURAL APPLICATIONS, IRRIGATION MANAGEMENT, PEST CONTROL**

Duration of Contract: START DATE: 1 YEAR END DATE: CURRENT

(5 Points Possible) (_____ Points Awarded – This is either "0" or "5")

3. Understanding Scope of RFP (20 Points Possible) (_____ Points Awarded)

Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc.? Have all documents been completed as directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

4. Price (20 Points Possible) (_____ Points Awarded)

A full twenty (20) points will be awarded to the proposer submitting the lowest bid for Parts 1 - 4 of the Scope of Services (the Contract Amount). AN AVERAGE OF ALL YEARS' PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND ANY ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation. *

* Contractor "A" turns in a bid of $210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of $265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). (210,000/265,000) x 20 = 15.85, therefore, Contractor "B" will receive 15.85 of 20 possible points. Contractor "C" turns in a bid of $425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). (210,000/425,000) x 20 = 9.88, therefore, Contractor "C" will receive 9.88 of 20 points.

5. Reasonableness of ALL Numbers (5 Points Possible) (_____ Points Awarded)

Up to five (5) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities, etc. based on Contractor's field measurements) provided in Parts 1,2,3,4, 5 & 6.

Proposer's Total Score (100 Points Possible) (_____ Points Awarded)

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2025, by and between:

> **Berry Bay Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Hillsborough County, Florida, and having offices at c/o Inframark, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 ("District"); and
>
> **__Fieldstone Landscape Services_____** (the "Contractor," and collectively with the District, the "Parties").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping, and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain Landscape Maintenance and Irrigation services; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so in accordance with its proposal submitted to the District;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance and Irrigation Areas Exhibit attached hereto as **EXHIBIT B** ("Work"). The Contractor agrees that the Landscape Maintenance and Irrigation Areas Exhibit attached hereto as **EXHIBIT B** is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising

the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. 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. Contractor shall be required to provide a full and properly staffed work crew on site five (5) days per work week, which shall include a minimum daily work crew of [TBD]. The Contractor shall assign the same work personnel and supervisors to Berry Bay to maintain the property in a consistent manner by workers that are familiar with the property and procedures expected.

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 Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. Contractor is responsible for vehicular safety within the community and shall use orange safety cones in addition to the proper warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District 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 Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates the District Manager and the Berry Bay Field Operations Manager to act as the District Representatives. The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each month with notification of any problem areas and a schedule of work for the upcoming month. Further, at the request of the District, the Contractor agrees to meet the District Representatives at least once per week to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether 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 forty-eight (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 three days and

prior to submitting any invoices to the District. If the Contractor does not respond or take action within the specified time period, and subject to Section 17, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor $100 per day as liquidated and agreed damages, and not as a penalty; to withhold some or all of the Contractor's payments under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the work is properly done by the Contractor, and it is the Contractor's responsibility to perform the work in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the work to any subcontractor without prior written approval of the District, except as it pertains to bush hogging or bush hogging services. 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.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date first written above, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

a. Work under this Agreement shall begin on the date first written above and end _____ ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, and unless terminated pursuant to the terms of this Agreement, this Agreement shall automatically renew on the same terms up to three times and for one year periods each starting [DATE].

b. As compensation for the Work, the District agrees to pay Contractor the amounts set forth in the Bid Proposal Form submitted by Contractor included in **EXHIBIT A**. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.

c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed ASO, an example of which is attached as **EXHIBIT C**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's bid pricing (attached as part of **EXHIBIT A**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly

invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid.

8. INSURANCE.

a. The Contractor shall maintain throughout the term of this Agreement the following insurance:

   i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.

   ii. Employer's Liability Coverage with limits of at least $500,000 per accident or disease.

   iii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than $2,000,000 combined single limit bodily injury and property damage liability, and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than $1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and shall have limits of at least $2,000,000 per occurrence and $2,000,000 on aggregate.

b. The District, its staff, supervisors and consultants shall be named as additional insureds (except with respect to the Worker's Compensation Insurance). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-/VII.

c. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

9. INDEMNIFICATION.

a. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District Staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, or representatives.

b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

c. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultants limitations on liability contained in section 768.28, Florida Statutes or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

10. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals

(e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

11. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the bid, and that 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. 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, and except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. 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.

12. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as Bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

13. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (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 act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

14. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

15. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

16. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

17. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the

District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

18. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

19. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

20. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

21. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

22. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency / conflict between this document, and the **EXHIBITS**, this document and the **EXHIBITS** shall be read in harmony to fulfill the intent of this Agreement, provided however that in the event of an irreconcilable inconsistency / conflict, this document shall control.

23. **ENFORCEMENT OF AGREEMENT**. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

24. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

25. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

26. **NOTICES.** Any notice, demand, request or communication required or permitted

hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Berry Bay Community
Development District
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Attn: District Manager

With a copy to: Straley Robin Vericker
1510 W. Cleveland St.
Tampa Florida 33606
Attn: Kathryn Hopkinson

B. **If to the Contractor:** _____
_____
_____
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

27. **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.

28. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be in the county in which the District is located.

29. **ANTI-HUMAN TRAFFICKING.** Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an

officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

29. **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 PUBLICRECORDS@INFRAMARK.COM, OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607.

30. **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.

31. **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.

32. **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.
c. 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.
d. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

33. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

33. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel.

34. 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.

35. **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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:	**BERRY BAY COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
By: _____	By: _____
□ Secretary	□ Chairperson
□ Assistant Secretary	□ Vice Chairperson
	Date: _____
ATTEST:	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
	Date: _____

Exhibit A: **Fee Schedule & Scope of Services**
Exhibit B: **Landscape Maintenance and Irrigation Areas Exhibit**
Exhibit C: **Additional Services Order**

EXHIBIT "A"

FEE SCHEDULE & SCOPE OF SERVICES

EXHIBIT "B"

LANDSCAPE MAINTENANCE AND IRRIGATION AREAS

EXHIBIT "C"

FORM

ADDITIONAL SERVICES ORDER

BERRY BAY CDD
ADDITIONAL SERVICES ORDER (ASO)

*****FOR ILLUSTRATION PURPOSES ONLY. DO NOT USE THIS FORM*****
-Contact District Manager for Finalized Form-

Date: MM/DD/YYYY

ASO #: 01

Contractor's Name: _____

Project Manager: _____

Project Manager's Email: _____

Contractor's Address: _____

Contractor's Phone: _____

Contractor's Facsimile: _____

District Manager: Michael Perez

District Manager's Email: Michael.Perez@inframark.com

District Address: 2005 Pan Am Circle, Suite 300
Tampa, FL 33607

District Phone: (813)

Item #	Item Description	Unit	Unit Cost	Quantity	Total
1			$0.00	0.00	$0.00
2			$0.00	0.00	$0.00
3			$0.00	0.00	$0.00
4			$0.00	0.00	$0.00
5			$0.00	0.00	$0.00

Net Change: $0.00

Amount This ASO:	$0.00
ASO Amount To Date:	$0.00
Original Agreement Amount:	$0.00
Revised Agreement Amount:	**$0.00**

Reason for Additional Services Order, Please Explain:

_____

Additional Specifications:

_____

In the event of a conflict between the terms and conditions set forth in this Additional Services Order with the terms and conditions in the Agreement, the terms and conditions of the Agreement will govern and the conflicting terms contained in the Additional Services Order will be disregarded. The District reserves the right to modify the Additional Services Order Form at any time.

Original Agreement: Berry Bay Community Development District – Landscape Maintenance and Irrigation Services Agreement

Signed & Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Additional Services Order to be effective as of the later of the two dates set forth below.

OWNER:	**CONTRACTOR:**
BERRY BAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government	_____
By: _____	**By:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

MAINTENANCE MAP /PLAN

REQUEST FOR PROPOSAL

FOR

LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

BERRY BAY
COMMUNITY DEVELOPMENT DISTRICT

Prepared by:

Michael Perez
Inframark
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607

May 2025

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES
REQUEST FOR PROPOSALS

BID PROPOSAL FORM

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

YEAR 1 & 1ST RENEWAL

PART 1

General Landscape Maintenance and Irrigation **$ 202,960.00 Yr.**

PART 2

Fertilization (All labor and materials) **$ 72,440.00 Yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	24-2-11 + Pre-M	1.5lbs/ 1000 SF	8,600	$15,000.00
April	Soluble Nitrogen	.5lbs/1000 SF	2,900	$5,075.00
May	24-2-11	1lb/1000 SF	5,800	$10,150.00
July	Liquid Iron	2 oz./3-5gal H2O/1000 SF	3,205 oz.	$3,205.00
August	24-2-11	1lb/1000 SF	5,800	$10,150.00
October	24-2-11 + Pre-M	1.5lbs/1000 SF	8,600	$15,000.00

PASPALUM (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	24-2-11 + Pre-M	1.5lbs/1000 SF	34	$60.00
April	Soluble Nitrogen	.5lbs/1000 SF	16	$20.00
May	24-2-11	1lb/1000 SF	22	$30.00
July	24-2-11	1lb/1000 SF	22	$30.00
August	Liquid Iron	2 oz./3-5gal H2O/1000 SF	25 oz.	$30.00
September	24-2-11	1lb/1000 SF	22	$30.00
November	24-2-11 + Pre-M	1.5lbs/1000 SF	34	$60.00

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATI ON
March	24-2-11 + Pre-M	1lb/1000 SF	900	$1,600.00
April	Soluble Nitrogen	.5lbs/1000 SF	450	$800.00
June	24-2-11	1lb/1000 SF	900	$1,600.00
August	Liquid Iron	2 oz./3-5gal H2O/1000 SF	900	$1,100.00
October	24-2-11 + Pre-M	1lb/1000 SF	900	$1,600.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1.5lb/1000 SF	1,000	$1,600.00
June	8-2-12	1.5lb/1000 SF	1,000	$1,600.00
October	8-2-12	1.5lb/1000 SF	1,000	$1,600.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12 + 4Mg	1.5lb/100 SF Canopy	300	$525.00
June	8-2-12 + 4Mg	1.5lb/100 SF Canopy	300	$525.00
September	8-2-12 + 4Mg	1.5lb/100 SF Canopy	300	$525.00
November	8-2-12 + 4Mg	1.5lb/100 SF Canopy	300	$525.00

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
	N/A			

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$ 20,000.00 Yr.**
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ N/A /Yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
N/A				

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Highlighted Landscaped Areas Designated as Parks and clubhouse as described in Scope of Services. $ 1,200.00 / Yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 40,000.00 /Yr.**

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

700 CY Medium Pine Bark Mulch per specs for top-dressing at $ $60.00/CY

Installation of Pine Bark Mulch (medium) (All labor and materials) $42,000.00 /Yr.
(do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

PART 6

Annual Installation (All labor and materials)
The District reserves the right to subcontract any annual installation event to an outside vendor

Contractor shall install approximately 6500 (4" pots) annuals up to four (4) times per year per specs at the direction of the District at $2.50 /annual

$16,250.00*** /rotation

$65,000.00*** /Yr. **(if all rotations are performed - do not include in Grand Total)**

***** - Field measurements do not align with 6,500 annuals per rotation. We estimate there is roughly 600 throughout the site. With that said, please find what we believe to be the real number for annuals.**

600 @ $2.50 = $1,500.00/rotation
$1,500 per rotation x 4 rotations = $6,000 annually

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 335,400.00 /Yr.

FIRST ANNUAL RENEWAL	$ 335,400.00 /Yr.
SECOND ANNUAL RENEWAL	$ 347,140.00 /Yr.
THIRD ANNUAL RENEWAL	$ 347,140.00 /Yr.

Contractor/Firm Name Juniper Landscaping

Firm Address 5574 SR 674

City/State/Zip Wimauma, Florida 33598

Phone Number 352.316.0264 Fax Number

Name and Title of Representative Bonnie Marshall, Client Relations Manager

(Please Print)

Representative's Signature Bonnie Marshall

Date June 13, 2025

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 2024

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES
REQUEST FOR PROPOSALS

BID PROPOSAL FORM

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

2nd & 3rd Annual Renewals

PART 1

General Landscape Maintenance and Irrigation **$ 214,700.00 Yr.**

PART 2

Fertilization (All labor and materials) **$ 72,440.00 Yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	24-2-11 + Pre-M	1.5lbs/ 1000 SF	8,600	$15,000.00
April	Soluble Nitrogen	.5lbs/1000 SF	2,900	$5,075.00
May	24-2-11	1lb/1000 SF	5,800	$10,150.00
July	Liquid Iron	2 oz./3-5gal H2O/1000 SF	3,205 oz.	$3,205.00
August	24-2-11	1lb/1000 SF	5,800	$10,150.00
October	24-2-11 + Pre-M	1.5lbs/1000 SF	8,600	$15,000.00

PASPALUM (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	24-2-11 + Pre-M	1.5lbs/1000 SF	34	$60.00
April	Soluble Nitrogen	.5lbs/1000 SF	16	$20.00
May	24-2-11	1lb/1000 SF	22	$30.00
July	24-2-11	1lb/1000 SF	22	$30.00
August	Liquid Iron	2 oz./3-5gal H2O/1000 SF	25 oz.	$30.00
September	24-2-11	1lb/1000 SF	22	$30.00
November	24-2-11 + Pre-M	1.5lbs/1000 SF	34	$60.00

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATI ON
March	24-2-11 + Pre-M	1lb/1000 SF	900	$1,600.00
April	Soluble Nitrogen	.5lbs/1000 SF	450	$800.00
June	24-2-11	1lb/1000 SF	900	$1,600.00
August	Liquid Iron	2 oz./3-5gal H2O/1000 SF	900	$1,100.00
October	24-2-11 + Pre-M	1lb/1000 SF	900	$1,600.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1.5lb/1000 SF	1,000	$1,600.00
June	8-2-12	1.5lb/1000 SF	1,000	$1,600.00
October	8-2-12	1.5lb/1000 SF	1,000	$1,600.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12 + 4Mg	1.5lb/100 SF Canopy	300	$525.00
June	8-2-12 + 4Mg	1.5lb/100 SF Canopy	300	$525.00
September	8-2-12 + 4Mg	1.5lb/100 SF Canopy	300	$525.00
November	8-2-12 + 4Mg	1.5lb/100 SF Canopy	300	$525.00

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
	N/A			

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$ 20,000.00 Yr.**
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ N/A /Yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
N/A				

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Highlighted Landscaped Areas Designated as Parks and clubhouse as described in Scope of Services. $ 1,200.00 / Yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 40,000.00 /Yr.**

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

700 CY Medium Pine Bark Mulch per specs for top-dressing at $ $65.00/CY

Installation of Pine Bark Mulch (medium) (All labor and materials) $45,500.00 /Yr.
(do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

PART 6

Annual Installation (All labor and materials)
The District reserves the right to subcontract any annual installation event to an outside vendor

Contractor shall install approximately 6500 (4" pots) annuals up to four (4) times per year per specs at the direction of the District at $2.75 /annual

$17,875.00*** /rotation

$71,500.00*** /Yr. **(if all rotations are performed - do not include in Grand Total)**

***** - Field measurements do not align with 6,500 annuals per rotation. We estimate there is roughly 600 throughout the site. With that said, please find what we believe to be the real number for annuals.**

600 @ $2.75 = $1,650.00/rotation
$1,650.00 per rotation x 4 rotations = $6,600 annually

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 335,400.00 /Yr.

FIRST ANNUAL RENEWAL	$ 335,400.00 /Yr.
SECOND ANNUAL RENEWAL	$ 347,140.00 /Yr.
THIRD ANNUAL RENEWAL	$ 347,140.00 /Yr.

Contractor/Firm Name Juniper Landscaping

Firm Address 5574 SR 674

City/State/Zip Wimauma, Florida 33598

Phone Number 352.316.0264 Fax Number _____

Name and Title of Representative Bonnie Marshall, Client Relations Manager
(Please Print)

Representative's Signature Bonnie Marshall

Date June 13,2025

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 2024

COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: **JUNIPER LANDSCAPING** DATE: June 16, 2025

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
2	John Deere Z-Mowers 60" + 72"	2	Wimauma, FL Stored / Ruskin, FL Work Site
2	John Deere 52" Stand On Mower	2	Wimauma, FL Stored / Ruskin, FL Work Site
3	Stihl Stick Edgers	2	Wimauma, FL Stored / Ruskin, FL Work Site
2	Stihl Weedeaters – Line Trimmers	2	Wimauma, FL Stored / Ruskin, FL Work Site
3	Stihl Hedgers	2	Wimauma, FL Stored / Ruskin, FL Work Site
4	Stihl Backpack Blowers	2	Wimauma, FL Stored / Ruskin, FL Work Site
1	Gravely 36" Walk Behind Mower	2	Wimauma, FL Stored / Ruskin, FL Work Site
1	Ford 250 Crew Cab	2	Wimauma, FL Stored / Ruskin, FL Work Site
1	Enclosed 20' Trailer	2	Wimauma, FL Stored / Ruskin, FL Work Site
3	Backpack Sprayers	2	Wimauma, FL Stored / Ruskin, FL Work Site

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL
LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

EVALUATION CRITERIA

1. Personnel **(25 Points Possible) (_____ Points Awarded)**

(E.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Juan Nova	5 yrs	CPCO	Technical Oversite and overall support.
2. Jhensen Alverez	2 yrs	Customer service and production oversite.	
3.			
4.			
5.			

Proposed Staffing Levels

Landscape Maintenance and Irrigation staff will always include, at a minimum; ___5_____ laborers, _____2_____Supervisors, and ____2_____Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Aerial Gomez	7 yrs	Irrigation management -	responsible for all MIs & repairs.
2 James Acthley	35 yrs	Agronomy Manager - CPCO	Horticulturist/Agromomy oversight.
3.Zane Stoneman	20 yrs.	Director of Irrigation Services, CIC, CLIA, CIT -	Irrigation Support.
4.			

2. Experience **(25 Points Possible) (_____ Points Awarded)**

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, etc.)

1. Project Name/Location: Seven Oaks CDD - Wesley Chapel

Contact: John Gentilella Contact Phone: 813.230.7987

Project Type/Description: CDD

Dollar Amount of Contract: $1Million

Your Company's Detailed Scope of Services for Project:

Complete landscape maintenance services, agronomy services, enhancement services.

Duration of Contract: START DATE: 2020 to present END DATE:

2. Project Name/Location: Hidden Creek - Zephyrhills

Contact: Darryl Adams Contact Phone: 813.928.9099

Project Type/Description: CDD

Dollar Amount of Contract: $95,000

Your Company's Detailed Scope of Services for Project:

Complete landscape maintenance services, agronomy services, irrigation services, and enhancement services.

Duration of Contract: START DATE: 2024 to present END DATE:

3. Project Name/Location: Meadow Pointe IV - Wesley Chapel

Contact: Darryl Adams Contact Phone: 813.928.9099

Project Type/Description: CDD

Dollar Amount of Contract: $255,000

Your Company's Detailed Scope of Services for Project: _____

Complete landscape maintenance services, agronomy services, irrigation and

Experience cont.

enhancement services.

Duration of Contract: START DATE: 2021 to present END DATE: _____

4. Project Name/Location: Sterling Hill

Contact: Darryl Adams Contact Phone: 813.928.9099

Project Type/Description: CDD

Dollar Amount of Contract: $245,000

Your Company's Detailed Scope of Services for Project: _____

Complete landscape maintenance services, agronomy services, irrigation services, and enhancement services.

Duration of Contract: START DATE: 2020 to present END DATE: _____

5. Project Name/Location: Country Walk - Wesley Chapel

Contact: Lynn Hayes Contact Phone: 727.409.5399

Project Type/Description: CDD

Dollar Amount of Contract: $205,000

Your Company's Detailed Scope of Services for Project: _____

Complete landscape maintenance services, agronomy services, irrigation services, and enhancement services.

Duration of Contract: START DATE: 2022 to present END DATE: _____

Experience cont.

An additional five **(5) points** will be awarded to all proposers with previous Landscape Maintenance and Irrigation experience with CDDs within the past three (3) years.

Has your company had previous Landscape Maintenance and Irrigation experience with other Community Development Districts within the past three (3) years? YES ___X_ NO _____

If yes, please fill in information below:

Project Name/Location: Wesbridge - Wesley Chapel

Contact: Darryl Adams Phone: 813.928.9099 $ amt.: $75,000

Your company's Scope of Services for Project: Complete landscape maintenance services, agronomy services, irrigation services, and enhancement services.

Duration of Contract: START DATE: 2024 to present END DATE:

(5 Points Possible) (_____ Points Awarded – This is either "0" or "5")

3. <u>Understanding Scope of RFP</u> (20 Points Possible) (_____ Points Awarded)

Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc.? Have all documents been completed as directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

4. <u>Price</u> (20 Points Possible) (_____ Points Awarded)

A full twenty (20) points will be awarded to the proposer submitting the lowest bid for Parts 1 - 4 of the Scope of Services (the Contract Amount). AN AVERAGE OF ALL YEARS' PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND ANY ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation. *

* Contractor "A" turns in a bid of $210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of $265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). (210,000/265,000) x 20 = 15.85, therefore, Contractor "B" will receive 15.85 of 20 possible points. Contractor "C" turns in a bid of $425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). (210,000/425,000) x 20 = 9.88, therefore, Contractor "C" will receive 9.88 of 20 points.

5. <u>Reasonableness of ALL Numbers</u> (5 Points Possible) (_____ Points Awarded)

Up to five (5) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities, etc. based on Contractor's field measurements) provided in Parts 1,2,3,4, 5 & 6.

<u>Proposer's Total Score</u> (100 Points Possible) (_____ Points Awarded)

Juniper

DESIGN | BUILD | MAINTAIN

Landscape Maintenance Proposal:

Berry Bay CDD

Wimauma, Florida

TABLE OF CONTENTS

INTRODUCTION
- Company Service Overview
- Sample Reports/Schedules

PROPOSAL
- Action Plan & Proposal
- Juniper Advance Mapping

OUR SERVICES
- More Than Just Maintenance

QUALIFICATIONS
- Certifications & Licenses

PORTFOLIO
- Juniper Communities

Submitted by:
Bonnie C. Marshall
Client Relations Manager
Phone: 352-316-0264

June 16, 2025

Dear Michael Perez & Board Members:

Thank you for the opportunity to be a part of your landscape maintenance contract bidding process for BERRY BAY CDD. At Juniper, we understand that each project is unique because no two clients are the same. We bring a straightforward, focused analysis to each property's individual needs. Our commitment to quality, dependability, and industry best practices drives us forward. This commitment empowers us to meet our clients' requirements and to serve their expanding needs as our relationship continues to grow.

Juniper has been servicing communities throughout Florida for over 20-years, and our skilled teams are dedicated to your landscape initiatives.

We are offering your community Juniper Mapping at no additional charge. Please see pages 37-46 for additional details. We would love to discuss this technology and how it is beneficial to your landscape and transparency in our partnership with Berry Bay! This is an $1,800 value for three flights in the first 12 months.

We look forward to having the opportunity to work with you and to discuss the enclosed information. If you have any questions, please contact me at 352-316-0264.

Thank you,

Bonnie Marshall

Bonnie C. Marshall
Client Relations Manager
352-316-0264
Bonnie.Marshall@JuniperLandscaping.com
Junipercares.com

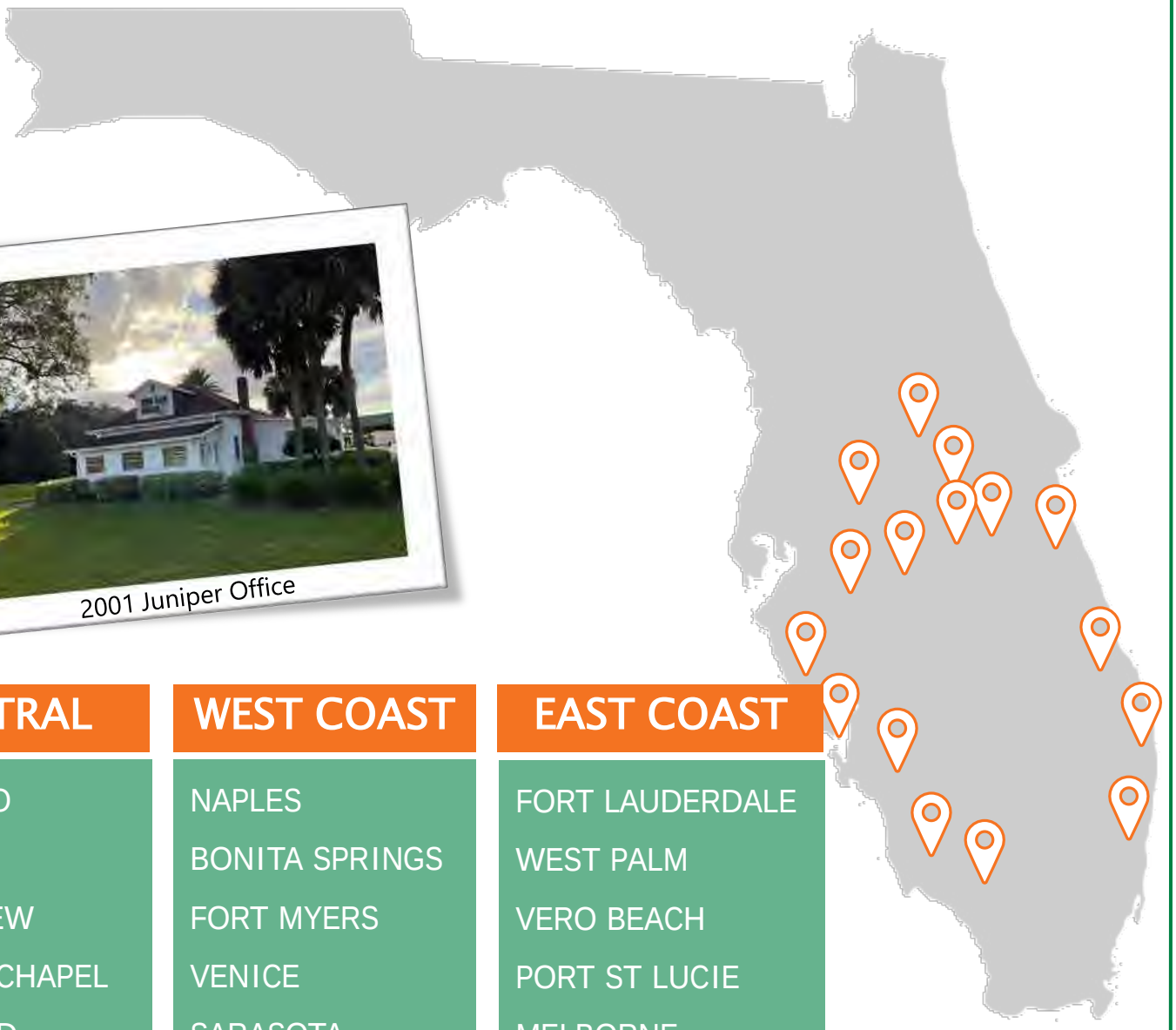
ROOTED IN FLORIDA

HOW IT ALL STARTED

Juniper was founded in 2001 on a small farmhouse in Fort Myers, Florida. This location now serves as our corporate headquarters, though we have had to add a few more buildings. Over 20 years ago we started with the commitment to provide the best value and an on-time project. This commitment has helped Juniper grow from a small custom landscape operation with just a few employees to multiple locations throughout Florida. A lot has changed over the last 20 years, and we pride ourselves on the technology, service, and quality we continue to provide.

Juniper was founded in Florida and all our leadership team lives in-state.

2001 Juniper Office



CENTRAL	WEST COAST	EAST COAST
ORLANDO	NAPLES	FORT LAUDERDALE
OCALA	BONITA SPRINGS	WEST PALM
BELLEVIEW	FORT MYERS	VERO BEACH
WESLEY CHAPEL	VENICE	PORT ST LUCIE
LAKELAND	SARASOTA	MELBORNE
LITHIA	BRADENTON	VIERA
	TAMPA	

COMPANY OVERVIEW

SERVICES & QUALIFICATIONS

DESIGN

BUILD

MAINTAIN

Resources & Qualifications

- 1,800+ Team Members
- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural Professionals
- FNGLA Certified Landscape Contractors
- ISA Certified Arborists
- In-house Agronomist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer

LOCAL BRANCHES

YOUR LOCAL LANDSCAPE EXPERTS

North Tampa

11939 Emmaus Cemetery Road
San Antonio, FL 33576

Tampa South

5574 SR 674
Wimauma, FL 33598

Our Juniper team members live in your area and are experienced professionals familiar with the local landscape palette.

We provide you with complete landscape services:

- ✓ Maintenance
- ✓ Irrigation
- ✓ Fertilization
- ✓ Pest Control
- ✓ Arbor Care
- ✓ Seasonal Color
- ✓ Storm Prep/Recovery
- ✓ Landscape Design
- ✓ Installation

CLIENT TEAM
RESOURCES

DESIGN - SUPPORT TEAM

- IA Certified Irrigation Designers
- Landscape Designers
- Landscape Architects

BUILD - SUPPORT TEAM

- State Licensed Irrigation Designers
- Licensed Hunter & Rain Bird Installer
- Certified Landscape Contractors

MAINTAIN - SUPPORT TEAM

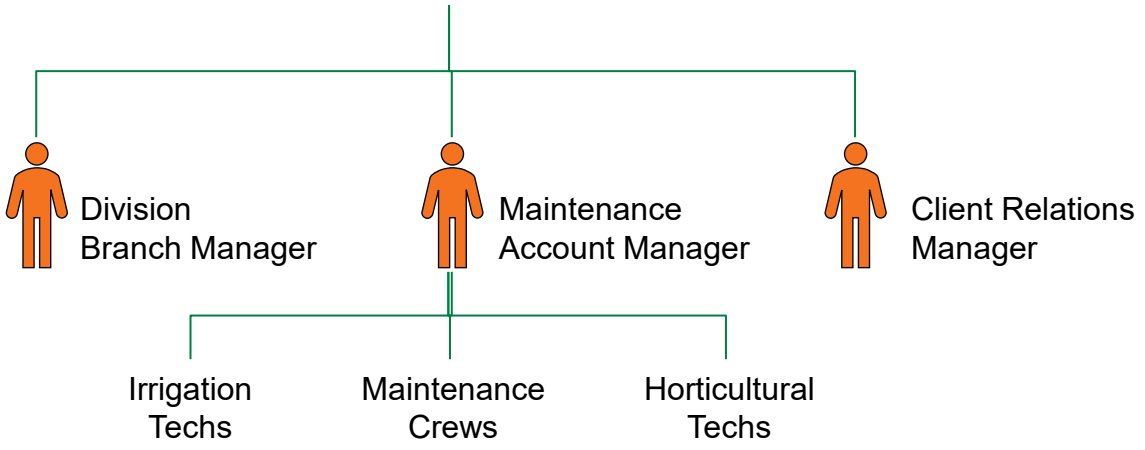
- Certified Horticultural Professional
- State Licensed Certified Pest Control Operator
- State Licensed Irrigation Contractor
- ISA Certified Arborists
- In-House Agronomist

OUR CORE VALUES

- A Sense of Urgency
- A Constant Communicator
- Mission Over Ego
- We Do What We Say
- Relentless
- Grow and Adapt

JUNIPER APPROACH

JUNIPER CLIENT TEAM



BRANCH MANAGER

Oversees the overall quality of the project, ensures contract items are completed timely and communication reports are being completed. Works with account manager on managing all tree pruning and enhancements.

ACCOUNT MANAGER

Works with association manager on updating of schedules and the quality control and verification of completion of work orders. Manages all service requests related to maintenance services and manages crews to meet scheduled services.

IRRIGATION TECHNICIAN

Performs inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned into the property manager for authorization.

FERTILIZATION & PEST CONTROL TECHNICIAN

Performs regular inspections for shrub and lawn damaging insects such as mealybugs, aphids, spider mites, chinch bugs, sod webworms, and grubs.

JUNIPER APPROACH

TURF MANAGEMENT

Our account managers perform regular inspections for lawn damaging insects such as chinch bugs, sod webworms, and grubs. This, combined with our comprehensive irrigation and fertilization program, will keep turf areas thick and healthy.

SHRUB MANAGEMENT

Detailing includes trimming and pruning of all shrubbery, ornamental trees, and groundcover, removal of tree suckers, as well as the defining of bed lines and tree saucers. Our “weed first” approach ensures the spraying of pre and post emergent herbicides and pulling existing weeds is the project foreman’s priority.

FERTILIZATION & PEST CONTROL

Our training program equips technicians and foreman to apply fertilizer as well as identify and correct plant material problems. Our management team and technicians have specialized training and GI-BMP Certifications from the University of Florida Extension Office, enabling us to be more proactive.

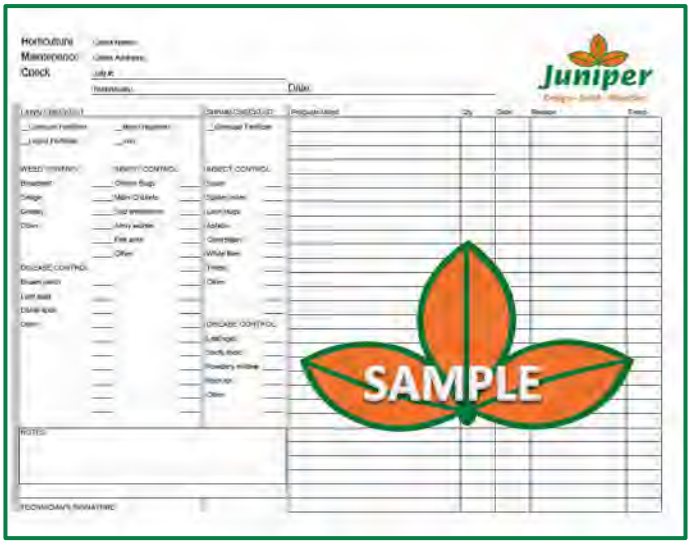
WATER MANAGEMENT

Juniper’s water management team will effectively work to conserve your water supply. Water management is the key to a healthy landscape. By properly monitoring water quality and output, Juniper is able to establish a resilient root system while minimizing disease and pests. This multi-step process requires continuous review from environmental, operational and management teams.

SERVICE REPORTS & MAPS

SAMPLES

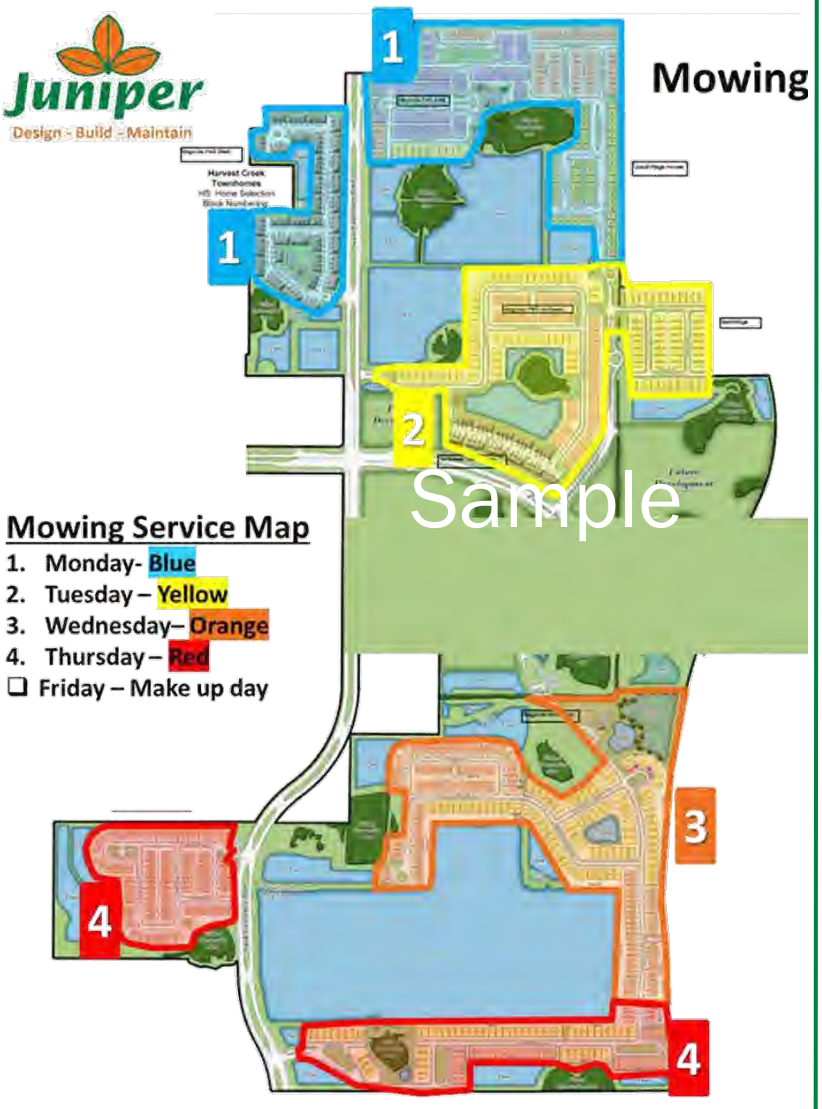
Fertilization & Pest Reports



Regular service schedule maps are created for each community.

Irrigation Reports

Service Rotation Map



BERRY BAY CDD

Juniper

DESIGN | BUILD | MAINTAIN

At Juniper, we understand that each project is unique because no two clients are the same. We bring a straightforward, focused analysis to each property's individual needs.

Our commitment to quality, dependability, and industry-best practices drives us forward. This commitment empowers us to meet our clients' requirements and to serve their expanding needs as our relationship continues to grow.

SERVICE AREA

MAP

Juniper

DESIGN | BUILD | MAINTAIN

Measurement Totals

- Turf: 2,143,939 Sq ft = 49.22 Acres
- Bed Area: 151,887 Sq ft = 3.49 Acres
- Hard Edge: 83,433 LF = 15.80 Miles
- Weed Eating: 48,445 LF = 9.18 Miles

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES
REQUEST FOR PROPOSALS

BID PROPOSAL FORM

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

YEAR 1 & 1ST RENEWAL

PART 1

General Landscape Maintenance and Irrigation **$ 202,960.00 Yr.**

PART 2

Fertilization (All labor and materials) **$ 72,440.00 Yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	24-2-11 + Pre-M	1.5lbs/ 1000 SF	8,600	$15,000.00
April	Soluble Nitrogen	.5lbs/1000 SF	2,900	$5,075.00
May	24-2-11	1lb/1000 SF	5,800	$10,150.00
July	Liquid Iron	2 oz./3-5gal H2O/1000 SF	3,205 oz.	$3,205.00
August	24-2-11	1lb/1000 SF	5,800	$10,150.00
October	24-2-11 + Pre-M	1.5lbs/1000 SF	8,600	$15,000.00

PASPALUM (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	24-2-11 + Pre-M	1.5lbs/1000 SF	34	$60.00
April	Soluble Nitrogen	.5lbs/1000 SF	16	$20.00
May	24-2-11	1lb/1000 SF	22	$30.00
July	24-2-11	1lb/1000 SF	22	$30.00
August	Liquid Iron	2 oz./3-5gal H2O/1000 SF	25 oz.	$30.00
September	24-2-11	1lb/1000 SF	22	$30.00
November	24-2-11 + Pre-M	1.5lbs/1000 SF	34	$60.00

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATI ON
March	24-2-11 + Pre-M	1lb/1000 SF	900	$1,600.00
April	Soluble Nitrogen	.5lbs/1000 SF	450	$800.00
June	24-2-11	1lb/1000 SF	900	$1,600.00
August	Liquid Iron	2 oz./3-5gal H2O/1000 SF	900	$1,100.00
October	24-2-11 + Pre-M	1lb/1000 SF	900	$1,600.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1.5lb/1000 SF	1,000	$1,600.00
June	8-2-12	1.5lb/1000 SF	1,000	$1,600.00
October	8-2-12	1.5lb/1000 SF	1,000	$1,600.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12 + 4Mg	1.5lb/100 SF Canopy	300	$525.00
June	8-2-12 + 4Mg	1.5lb/100 SF Canopy	300	$525.00
September	8-2-12 + 4Mg	1.5lb/100 SF Canopy	300	$525.00
November	8-2-12 + 4Mg	1.5lb/100 SF Canopy	300	$525.00

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
	N/A			

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$ 20,000.00 Yr.**
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ N/A /Yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
N/A				

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Highlighted Landscaped Areas Designated as Parks and clubhouse as described in Scope of Services. $ 1,200.00 / Yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 40,000.00 /Yr.**

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

700 CY Medium Pine Bark Mulch per specs for top-dressing at $ $60.00/CY

Installation of Pine Bark Mulch (medium) (All labor and materials) $42,000.00 /Yr.
(do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

PART 6

Annual Installation (All labor and materials)
The District reserves the right to subcontract any annual installation event to an outside vendor

Contractor shall install approximately 6500 (4" pots) annuals up to four (4) times per year per specs at the direction of the District at $2.50 /annual

$16,250.00*** /rotation

$65,000.00*** /Yr. **(if all rotations are performed - do not include in Grand Total)**

***** - Field measurements do not align with 6,500 annuals per rotation. We estimate there is roughly 600 throughout the site. With that said, please find what we believe to be the real number for annuals.**

600 @ $2.50 = $1,500.00/rotation
$1,500 per rotation x 4 rotations = $6,000 annually

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 335,400.00 /Yr.

FIRST ANNUAL RENEWAL	$ 335,400.00 /Yr.
SECOND ANNUAL RENEWAL	$ 347,140.00 /Yr.
THIRD ANNUAL RENEWAL	$ 347,140.00 /Yr.

Contractor/Firm Name Juniper Landscaping

Firm Address 5574 SR 674

City/State/Zip Wimauma, Florida 33598

Phone Number 352.316.0264 Fax Number _____

Name and Title of Representative Bonnie Marshall, Client Relations Manager

(Please Print)

Representative's Signature Bonnie Marshall

Date June 13, 2025

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 2024

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES
REQUEST FOR PROPOSALS

BID PROPOSAL FORM

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

2nd & 3rd Annual Renewals

PART 1

General Landscape Maintenance and Irrigation **$ 214,700.00 Yr.**

PART 2

Fertilization (All labor and materials) **$ 72,440.00 Yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	24-2-11 + Pre-M	1.5lbs/ 1000 SF	8,600	$15,000.00
April	Soluble Nitrogen	.5lbs/1000 SF	2,900	$5,075.00
May	24-2-11	1lb/1000 SF	5,800	$10,150.00
July	Liquid Iron	2 oz./3-5gal H2O/1000 SF	3,205 oz.	$3,205.00
August	24-2-11	1lb/1000 SF	5,800	$10,150.00
October	24-2-11 + Pre-M	1.5lbs/1000 SF	8,600	$15,000.00

PASPALUM (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	24-2-11 + Pre-M	1.5lbs/1000 SF	34	$60.00
April	Soluble Nitrogen	.5lbs/1000 SF	16	$20.00
May	24-2-11	1lb/1000 SF	22	$30.00
July	24-2-11	1lb/1000 SF	22	$30.00
August	Liquid Iron	2 oz./3-5gal H2O/1000 SF	25 oz.	$30.00
September	24-2-11	1lb/1000 SF	22	$30.00
November	24-2-11 + Pre-M	1.5lbs/1000 SF	34	$60.00

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATI ON
March	24-2-11 + Pre-M	1lb/1000 SF	900	$1,600.00
April	Soluble Nitrogen	.5lbs/1000 SF	450	$800.00
June	24-2-11	1lb/1000 SF	900	$1,600.00
August	Liquid Iron	2 oz./3-5gal H2O/1000 SF	900	$1,100.00
October	24-2-11 + Pre-M	1lb/1000 SF	900	$1,600.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1.5lb/1000 SF	1,000	$1,600.00
June	8-2-12	1.5lb/1000 SF	1,000	$1,600.00
October	8-2-12	1.5lb/1000 SF	1,000	$1,600.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12 + 4Mg	1.5lb/100 SF Canopy	300	$525.00
June	8-2-12 + 4Mg	1.5lb/100 SF Canopy	300	$525.00
September	8-2-12 + 4Mg	1.5lb/100 SF Canopy	300	$525.00
November	8-2-12 + 4Mg	1.5lb/100 SF Canopy	300	$525.00

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
	N/A			

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$ 20,000.00 Yr.**
(if entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ N/A /Yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
N/A				

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Highlighted Landscaped Areas Designated as Parks and clubhouse as described in Scope of Services. $ 1,200.00 / Yr.

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials) **$ 40,000.00 /Yr.**

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

700 CY Medium Pine Bark Mulch per specs for top-dressing at $ $65.00/CY

Installation of Pine Bark Mulch (medium) (All labor and materials) $45,500.00 /Yr.
(do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3"
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

PART 6

Annual Installation (All labor and materials)
The District reserves the right to subcontract any annual installation event to an outside vendor

Contractor shall install approximately 6500 (4" pots) annuals up to four (4) times per year per specs at the direction of the District at $2.75 /annual

$17,875.00*** /rotation

$71,500.00*** /Yr. **(if all rotations are performed - do not include in Grand Total)**

***** - Field measurements do not align with 6,500 annuals per rotation. We estimate there is roughly 600 throughout the site. With that said, please find what we believe to be the real number for annuals.**

600 @ $2.75 = $1,650.00/rotation
$1,650.00 per rotation x 4 rotations = $6,600 annually

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

$ 335,400.00 /Yr.

FIRST ANNUAL RENEWAL	$ 335,400.00 /Yr.
SECOND ANNUAL RENEWAL	$ 347,140.00 /Yr.
THIRD ANNUAL RENEWAL	$ 347,140.00 /Yr.

Contractor/Firm Name Juniper Landscaping

Firm Address 5574 SR 674

City/State/Zip Wimauma, Florida 33598

Phone Number 352.316.0264 Fax Number _____

Name and Title of Representative Bonnie Marshall, Client Relations Manager
(Please Print)

Representative's Signature Bonnie Marshall

Date June 13,2025

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 2024

COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK

PROPOSER: **JUNIPER LANDSCAPING** DATE: June 16, 2025

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
2	John Deere Z-Mowers 60" + 72"	2	Wimauma, FL Stored / Ruskin, FL Work Site
2	John Deere 52" Stand On Mower	2	Wimauma, FL Stored / Ruskin, FL Work Site
3	Stihl Stick Edgers	2	Wimauma, FL Stored / Ruskin, FL Work Site
2	Stihl Weedeaters – Line Trimmers	2	Wimauma, FL Stored / Ruskin, FL Work Site
3	Stihl Hedgers	2	Wimauma, FL Stored / Ruskin, FL Work Site
4	Stihl Backpack Blowers	2	Wimauma, FL Stored / Ruskin, FL Work Site
1	Gravely 36" Walk Behind Mower	2	Wimauma, FL Stored / Ruskin, FL Work Site
1	Ford 250 Crew Cab	2	Wimauma, FL Stored / Ruskin, FL Work Site
1	Enclosed 20' Trailer	2	Wimauma, FL Stored / Ruskin, FL Work Site
3	Backpack Sprayers	2	Wimauma, FL Stored / Ruskin, FL Work Site

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL
LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

EVALUATION CRITERIA

1. Personnel **(25 Points Possible) (_____ Points Awarded)**

(E.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Juan Nova	5 yrs	CPCO	Technical Oversite and overall support.
2. Jhensen Alverez	2 yrs	Customer service and production oversite.	
3.			
4.			
5.			

Proposed Staffing Levels

Landscape Maintenance and Irrigation staff will always include, at a minimum; ___5_____ laborers, _____2_____Supervisors, and ____2_____Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. Aerial Gomez	7 yrs	Irrigation management -	responsible for all MIs & repairs.
2 James Acthley	35 yrs	Agronomy Manager - CPCO	Horticulturist/Agromomy oversight.
3.Zane Stoneman	20 yrs.	Director of Irrigation Services, CIC, CLIA, CIT -	Irrigation Support.
4.			

2. Experience **(25 Points Possible) (_____ Points Awarded)**

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, etc.)

1. Project Name/Location: Seven Oaks CDD - Wesley Chapel

   Contact: John Gentilella Contact Phone: 813.230.7987

   Project Type/Description: CDD

   Dollar Amount of Contract: $1Million

   Your Company's Detailed Scope of Services for Project:

   Complete landscape maintenance services, agronomy services, enhancement services.

   Duration of Contract: START DATE: 2020 to present END DATE:

2. Project Name/Location: Hidden Creek - Zephyrhills

   Contact: Darryl Adams Contact Phone: 813.928.9099

   Project Type/Description: CDD

   Dollar Amount of Contract: $95,000

   Your Company's Detailed Scope of Services for Project:

   Complete landscape maintenance services, agronomy services, irrigation services, and enhancement services.

   Duration of Contract: START DATE: 2024 to present END DATE:

3. Project Name/Location: Meadow Pointe IV - Wesley Chapel

   Contact: Darryl Adams Contact Phone: 813.928.9099

   Project Type/Description: CDD

   Dollar Amount of Contract: $255,000

Your Company's Detailed Scope of Services for Project: _____

Complete landscape maintenance services, agronomy services, irrigation and

Experience cont.

enhancement services.

Duration of Contract: START DATE: 2021 to present END DATE: _____

4. Project Name/Location: Sterling Hill

Contact: Darryl Adams Contact Phone: 813.928.9099

Project Type/Description: CDD

Dollar Amount of Contract: $245,000

Your Company's Detailed Scope of Services for Project: _____

Complete landscape maintenance services, agronomy services, irrigation services, and enhancement services.

Duration of Contract: START DATE: 2020 to present END DATE: _____

5. Project Name/Location: Country Walk - Wesley Chapel

Contact: Lynn Hayes Contact Phone: 727.409.5399

Project Type/Description: CDD

Dollar Amount of Contract: $205,000

Your Company's Detailed Scope of Services for Project: _____

Complete landscape maintenance services, agronomy services, irrigation services, and enhancement services.

Duration of Contract: START DATE: 2022 to present END DATE: _____

Experience cont.

An additional five **(5) points** will be awarded to all proposers with previous Landscape Maintenance and Irrigation experience with CDDs within the past three (3) years.

Has your company had previous Landscape Maintenance and Irrigation experience with other Community Development Districts within the past three (3) years? YES ___X_ NO _____

If yes, please fill in information below:

Project Name/Location: Wesbridge - Wesley Chapel

Contact: Darryl Adams Phone: 813.928.9099 $ amt.: $75,000

Your company's Scope of Services for Project:
Complete landscape maintenance services, agronomy services, irrigation services, and enhancement services.

Duration of Contract: START DATE: 2024 to present END DATE:

(5 Points Possible) (_____ Points Awarded – This is either "0" or "5")

3. <u>Understanding Scope of RFP</u> (20 Points Possible) (_____ Points Awarded)

Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc.? Have all documents been completed as directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

4. <u>Price</u> (20 Points Possible) (_____ Points Awarded)

A full twenty (20) points will be awarded to the proposer submitting the lowest bid for Parts 1 - 4 of the Scope of Services (the Contract Amount). AN AVERAGE OF ALL YEARS' PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND ANY ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation. *

* Contractor "A" turns in a bid of $210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of $265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). (210,000/265,000) x 20 = 15.85, therefore, Contractor "B" will receive 15.85 of 20 possible points. Contractor "C" turns in a bid of $425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). (210,000/425,000) x 20 = 9.88, therefore, Contractor "C" will receive 9.88 of 20 points.

5. <u>Reasonableness of ALL Numbers</u> (5 Points Possible) (_____ Points Awarded)

Up to five (5) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities, etc. based on Contractor's field measurements) provided in Parts 1,2,3,4, 5 & 6.

<u>Proposer's Total Score</u> (100 Points Possible) (_____ Points Awarded)

BERRY BAY CDD

Juniper is pleased to offer our landscape expertise to BERRY BAY CDD. You will experience peace of mind due to our history of working with a wide variety of properties, each with their own unique needs.

Our goal is to provide dependable high-quality service, healthy plant material, competitive pricing, and constant communication.

The following action plan shows how Juniper will help you achieve your landscape goals with our team of experienced professionals.

Our top priorities for your community are as follows:

Priority Item #1: Full irrigation system inspection.

Priority Item #2: Begin Turf & Bed Fertilization.

Priority Item #3: Begin Integrated Pest Management Program on plant material and turf.

START UP: FIRST 60 DAYS

LANDSCAPE MAINTENANCE

SERVICE REQUEST MEETING
Meet with association management to review and prioritize all open service requests and any outstanding work orders.

JUNIPER ADVANCE PROPERTY MAPPING
Complete drone flight of community and upload mapping.

DETAILED PROPERTY REPORT
A detailed report with photos will be submitted to the BOD/Manager to provide insight into the areas that can be improved quickly, as well as those that may take additional work. This thorough report will give a point of reference of where the property was at take over and act as a benchmark for future performance.

SCHEDULE OF SERVICES MAP
Production team is working on the schedules that will be provided to the HOA.

- ❑ Irrigation Wet Check Schedule
- ❑ Mowing Schedule
- ❑ Shrub Pruning Schedule

PROPERTY MOWING TECHNIQUES
Uniformed crews begin proper and corrective mowing techniques using daily sharpened and clean blades, mowing at a proper height for the St. Augustine turf areas.

PROPER PRUNING TECHNIQUES
Uniformed crews begin proper and corrective pruning techniques, using clean, sharp shears and loppers.

WEED CONTROL

Uniformed crews begin weeding and cleaning of beds, applying herbicides, and correcting bed lines.

IRRIGATION

Set meeting with management and landscape/irrigation committee to discuss open items along with any concerns, and to set the starting point for the irrigation maintenance check.

START UP: FIRST 60 DAYS

FERTILIZATION AND PEST CONTROL

ADDRESS IMMEDIATE ISSUES

Areas with active pest issues will be addressed *immediately.*

L&O EVALUATION REPORT

A detailed report which evaluates the property based on the health and vigor of the lawn and landscape will be submitted to the BOD/Manager.

SOIL TESTING

Collect soil samples from various locations of the property to send to A&L Labs or to the University of Florida for analysis. This data is the basis of how we will tailor the fertilization program going forward.

CORRECTIVE PLAN

Areas with pest, fungus, or weeds will be documented with pictures and a corrective plan will be put in place. Weed varieties or pest issues that cannot be eliminated due to environmental conditions and/or restrictions will also be documented and brought to the BOD/Property Manager's attention.

- ❑ Begin treatment of turf/shrub damaging insects
- ❑ Begin treatment of turf/shrub disease
- ❑ Begin fertilization of turf areas.
- ❑ Begin fertilization of shrub bed areas, trees and palms

ANNUAL FLOWER DISPLAY

PLAN TO IMPROVE ANNUAL FLOWER DISPLAYS

- ❑ Review soil conditions (soil amendments may be needed).
- ❑ Provide options based on season.
- ❑ Work with landscape committee to develop plan for the entire year so we can look at contract growing flowers.

START UP: FIRST 60 DAYS

INITIAL IRRIGATION INSPECTION

Evaluation of all key elements of the irrigation system with an Initial Irrigation Evaluation Report to be submitted to the BOD/Manager.

Our irrigation team along will inspect all irrigation controllers & review functionality.. We will be looking for faulted communication errors & abnormal milliamp usage which could also cause intermittent communication issues between controllers & valves. Controllers will also be inspected for proper grounding & grounding rods.

FIELD INSPECTIONS

- ❑ Inspect for faulty zones.
- ❑ Inspect all wire connections.
- ❑ Once functioning, inspect zone for functionality & coverage.
- ❑ Check if components are still under manufacture warranty.
- ❑ All sprinkler heads will have been cleaned or nozzles replaced and adjusted per contract.
- ❑ Any immediate changes made during the evaluation per our contract will be noted and reported.
- ❑ Increase runtimes for zones that have been showing signs of drought stress.
- ❑ Any major repairs that may be needed will be submitted in the form of a proposal.

PROGRAMMING & OPTIMIZATION

- ❑ Review all run time programming.
- ❑ Review system pressure and typical zone GPM.
- ❑ Make suggestions for optimization to improve communication & efficiencies.
- ❑ Optimize program run times.
- ❑ Begin to identify/label the irrigation zones.

CUSTOMER CARE

ON-SITE MANAGEMENT

People make the difference. We understand that for many residents, speaking in person with a manager is preferable. For this reason, a manager always accompanies Juniper crews & is available on-site for communication & problem-solving.

24/7 EMERGENCY SERVICES

When the unforeseen happens, we will be there when you need us. Call our dedicated number for 24/7 support.

IN-HOUSE CUSTOMER CARE TEAM

We believe that providing great customer service is key providing the best in landscape services. To that end we create department dedicated to supporting residents, account managers & field teams.

To assist owners with maintenance and irrigation concerns, Juniper offers homeowners multiple options:

Option 1:

Visit www.junipercares.com and click on "Community Service Request." Create a ticket by following the simple prompts.

Option 2:

Email customerservice@juniperlandscaping.com, noting the concern.

Option 3:

Call Customer Service at (239) 561-5980 to speak with a representative.

JUNIPER SYNC WORK ORDER SYSTEM

Utilize our online work order system to create & track work orders for your property. Managers & residents can easily create an account to use immediately.

Highlights

- Live Dashboard/ Ticket Summary
- Ticket Aging
- Custom Filters
- Detailed Reporting
- Community Maps
- Knowledge Base
- Give a Gold Star

JUNIPER MAPPING

TECHNOLOGY THAT MAKES A DIFFERENCE!

Juniper Mapping uses drone imaging software to create an Orthomosaic image from hundreds and sometimes thousands of high-resolution images. This gives us the ability to evaluate the property at a deeper level, which allows us to provide our clients the following:

- Proactively identify potential issues
- Property specific reporting
  - Plant Health
  - Elevation
  - Annotation
  - Issues
- Documentation of improvement

IMAGE QUALITY COMPARISON

Juniper Mapping provides the community with high resolution photos that provide more detail than Google Earth.

JUNIPER MAPPING

TRACK IMPROVEMENTS SIDE-BY-SIDE

With Juniper Mapping, you can see the quality improvements to the community landscape side-by-side.

JUNIPER MAPPING

REPORTING

COMMUNITY ANNOTATION REPORT

Juniper Landscaping

Stonecrest - Summerfield Annotation Report

Created on August 24, 2021

Captured on August 13, 2021

With the tools in Juniper Mapping, we can create community specific annotation reports. These reports provide documentation and improved accuracy on palm counts, valve locations, square footage on sod projects & much more!

JUNIPER MAPPING

REPORTING

ANNOTATION REPORT SUMMARY PAGE

Location

Label	Title	Elevation	Coordinates
1	Valve Box Location	77.53 ft	28.9654104, -81.9668117

Distance

Label	Title	Horizontal Length	Surface Length	Slope	Vertical Height
2	Sample Line - Lake Bank	74.30 ft	74.73 ft	4.5°, 7.87%	5.85 ft

Area

Label	Title	Area	Surface Area
3	Softball Field	1.14 acres	1.14 acres

Count

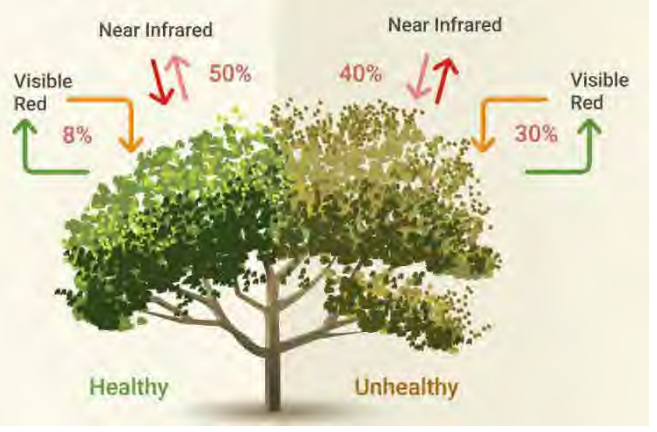
Label	Title	Quantity
4	Sabal Palms	6

The tools within Juniper Mapping provide on-demand information like GPS coordinates, slopes/vertical heights, accurate area measurements plus the ability to catalog /inventory trees or other community assets.

JUNIPER MAPPING

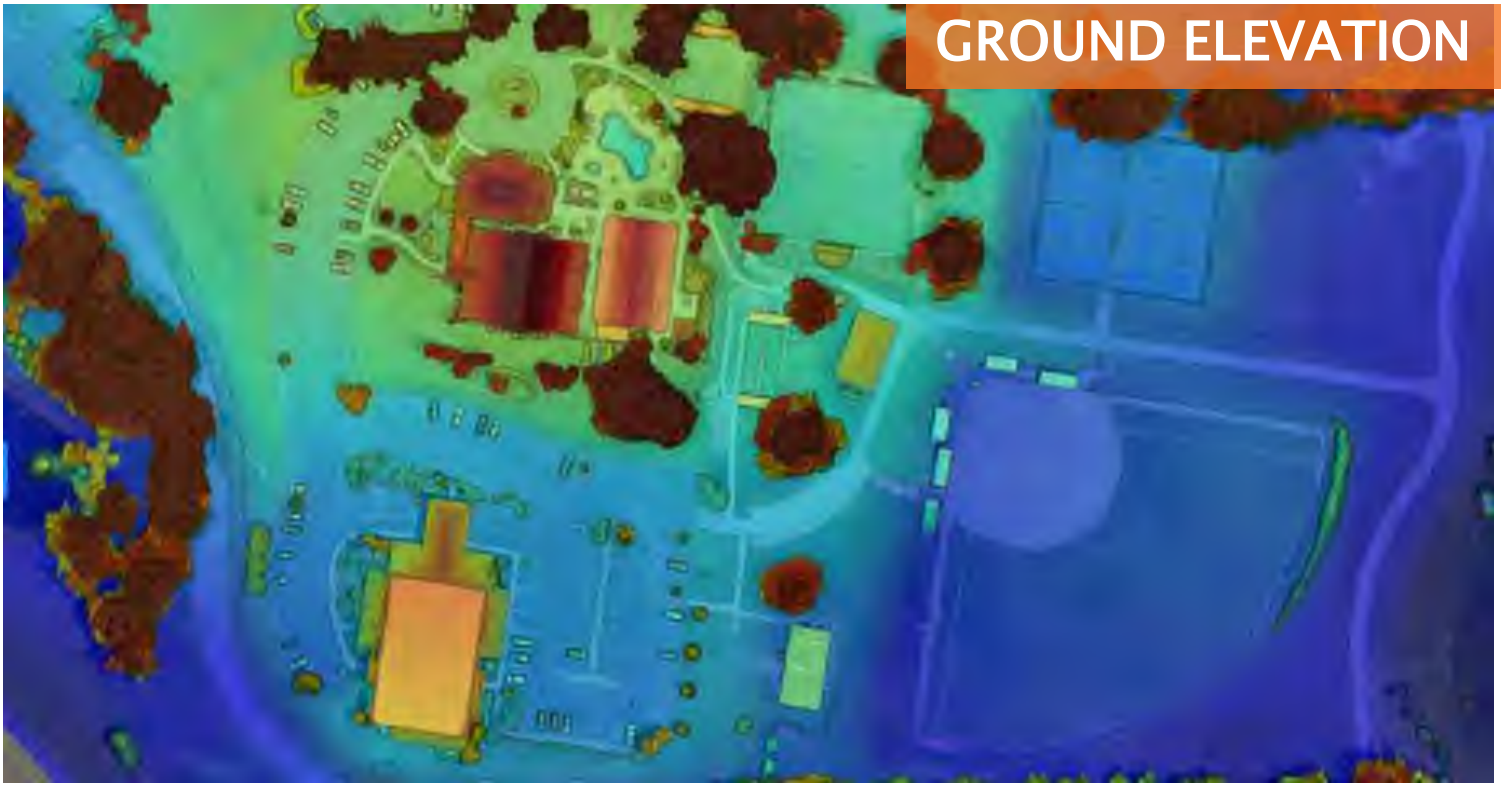
TOOLS

Healthy vegetation reflects more of certain types of light than unhealthy vegetation. Juniper Mapping creates a map that highlights differences within your area of interest.
This tool allows us to quickly identify areas of concern at start-up to begin treatments and track progress.

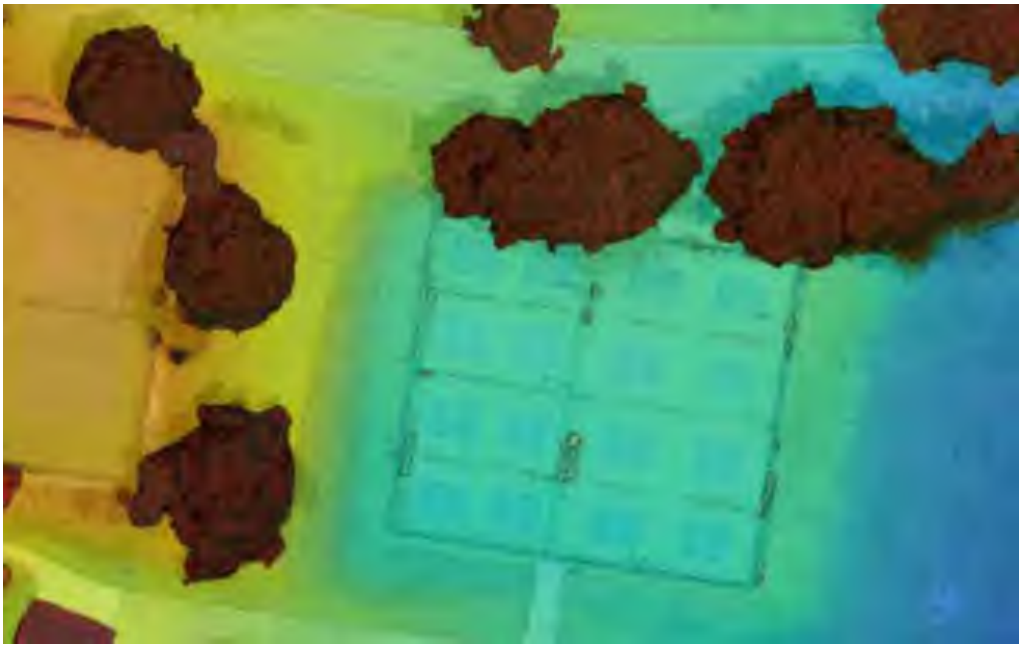


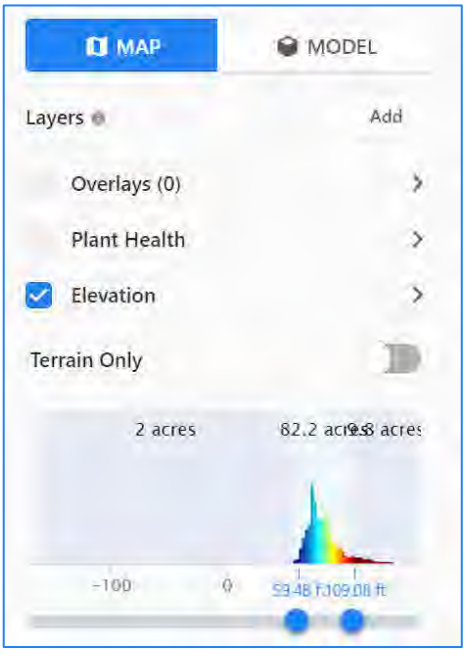
JUNIPER MAPPING

TOOLS



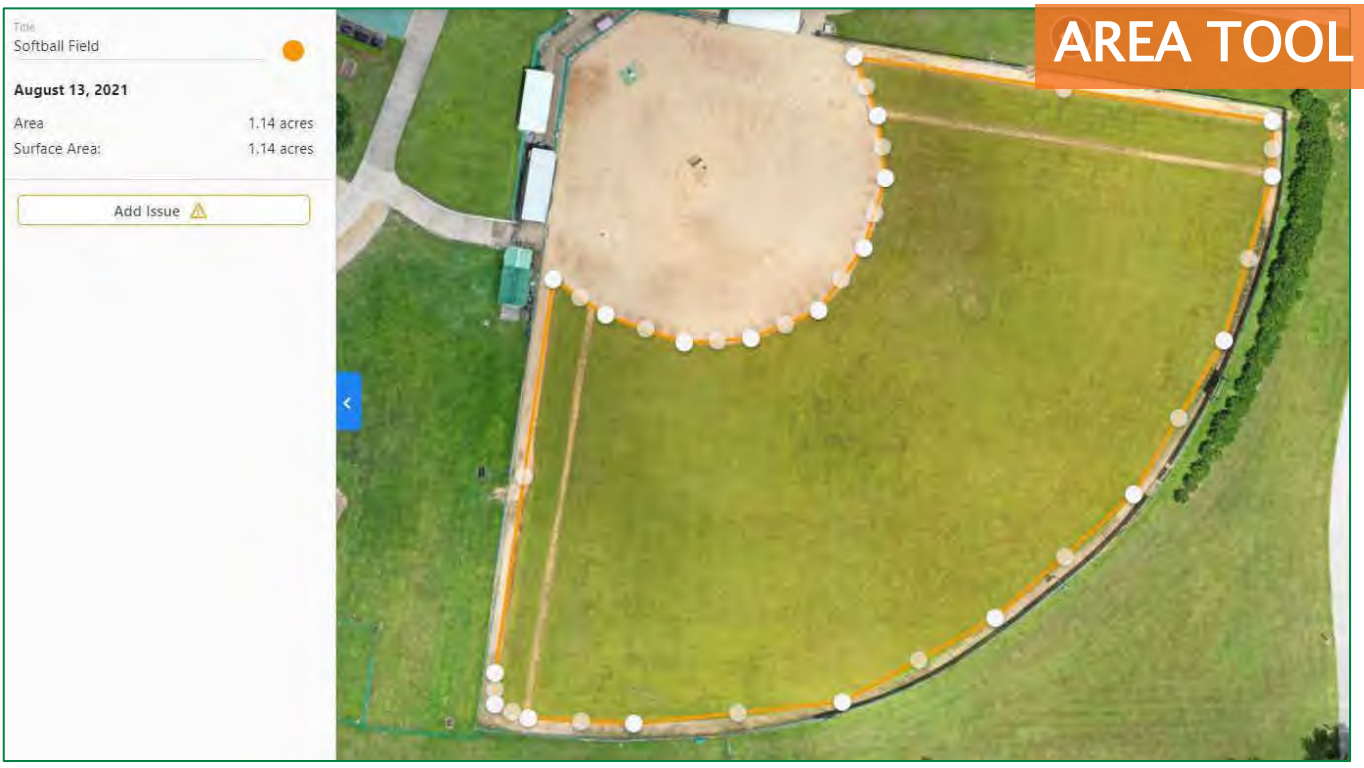
Juniper Mapping provides a complete elevation map, allowing us to make better decisions when it comes to the draining and movement of water.





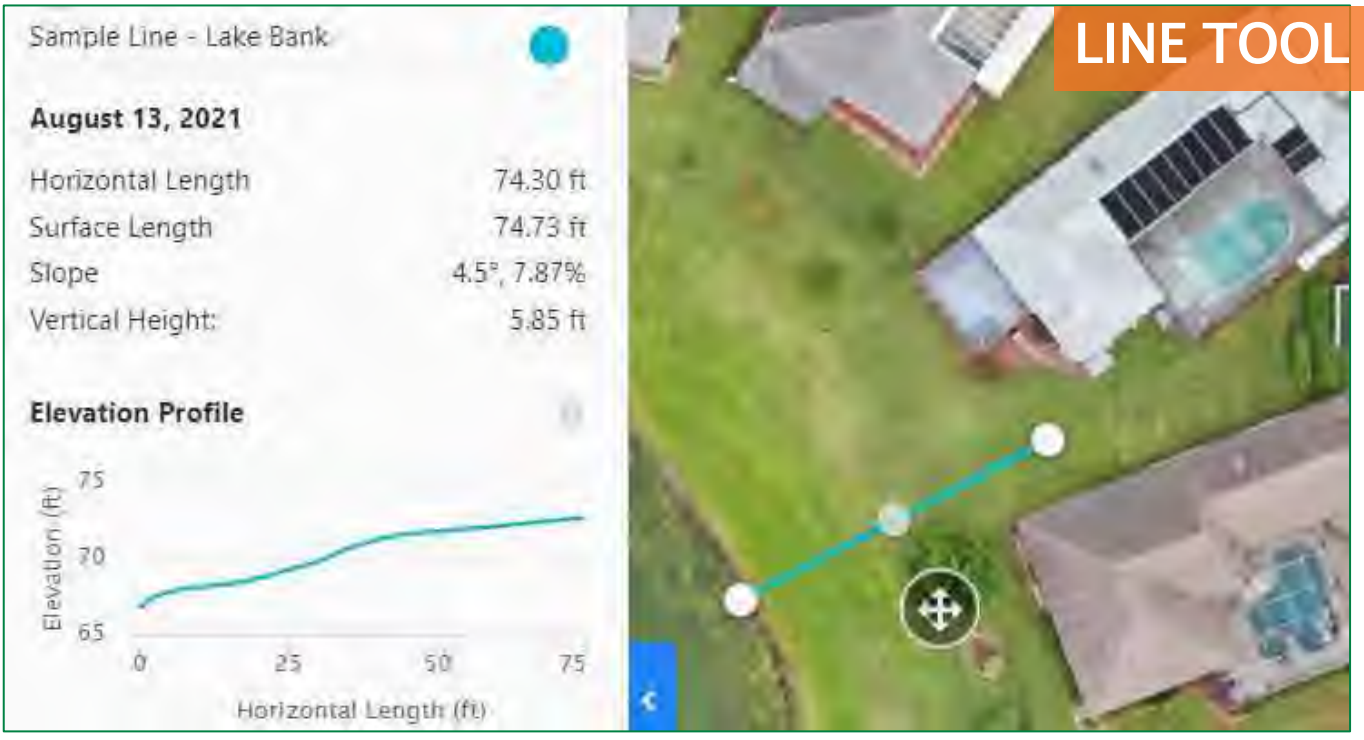
JUNIPER MAPPING

TOOLS



AREA TOOL

The Area & Line Tools provide the community with accurate information on demand. Line Tool provides the elevation profile of any area flown.



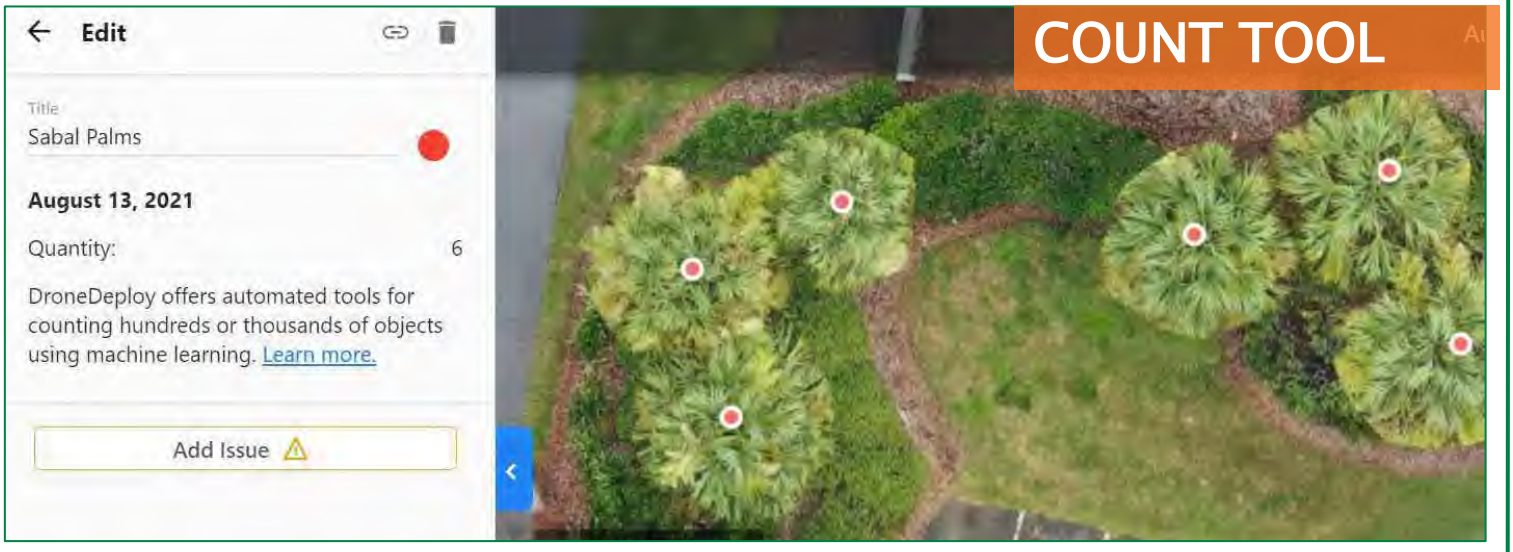
LINE TOOL

JUNIPER MAPPING

TOOLS

The Location Tool allows us to GPS locate/document anything in the community.
This is great for irrigation controllers, flush points, filters, valves, & shut offs.

The Count Tool makes creating an inventory of anything easy.



ADDED BENEFIT–ROOF CONDITIONS

With Juniper Mapping, the photos not only capture landscape conditions, but they also show detailed images of roofs in the community. These images may be used by the association, if desired.

LANDSCAPE MAINTENANCE

JUNIPER HAS BEEN EXCEEDING INDUSTRY STANDARDS IN THE AREA OF QUALITY AND DEPENDABILITY IN FLORIDA SINCE 2001

Our landscape maintenance teams work closely with the irrigation and horticultural teams. This, combined with regular inspections from our dedicated account managers, helps ensure the job quality our clients have come to expect.

LANDSCAPE INSTALLATION

OUR DESIGN & INSTALLATION TEAMS MAKE AN AWARD-WINNING COMBINATION!

Our teams work hard to deliver a quality project on time and on budget.

- Landscape Design Firm of the Year
- Best Landscape Design Custom Home
- Merit Award Design Residential
- Award Best Landscape Design

LANDSCAPE IRRIGATION

STATE LICENSED IRRIGATION CONTRACTOR

What is a certified irrigation specialty contractor's license?

An irrigation specialty contractor's license is a certified (state-wide) specialty license developed by the Construction Industry Licensing Board to permit contractors to install, maintain, repair, alter, extend, manage, monitor, audit, or, if not prohibited by law, design irrigation systems.

WATER MANAGEMENT

Our industry experts can help guide you on the most effective way to use your water resources.

- Central control management
- Converting beds to drip irrigation
- E/T weather-based controllers
- Soil moisture sensors
- Pressure regulated components
- High efficiency sprinklers

LANDSCAPE IRRIGATION

Juniper's certified technicians perform monthly inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned in to the property manager for authorization.

MAINTENANCE

- Water Management
- Repairs
- Water Monitoring
- Reporting
- Wet Checks

INSTALLATION

- Infrastructure
- Pump Stations
- Central Control
- Residential
- Commercial

LANDSCAPE HORTICULTURE

Our training program equips technicians and foreman to apply fertilizer as well as identify and correct plant material problems. Our management team and technicians have specialized training and GI-BMP Certifications from the University of Florida Extension Office, enabling us to be more proactive.

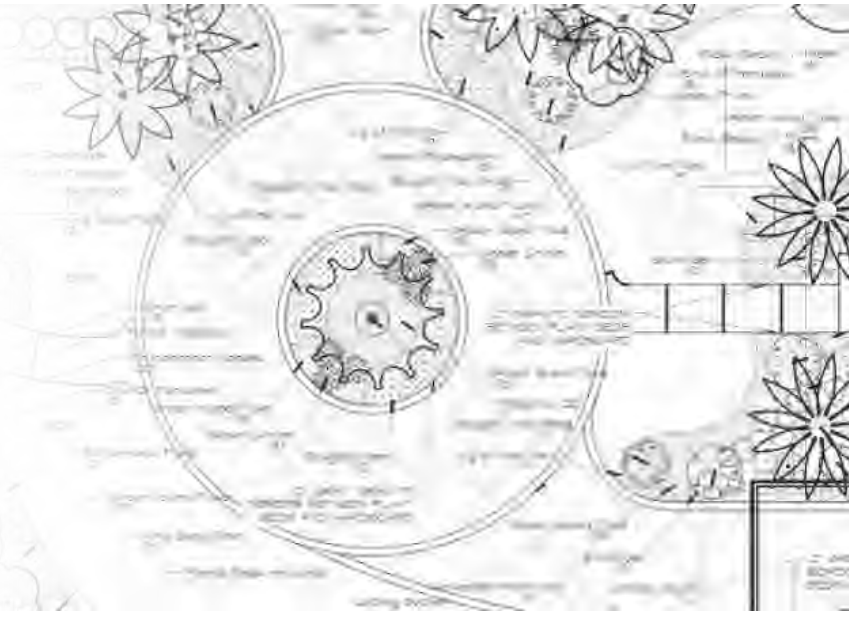
LANDSCAPE ARCHITECTURE

COMPLETE LANDSCAPE ARCHITECTURE & DESIGN SERVICES

Our design team can help boards with master plans for communities. Providing design hardscape features, 3D renderings of landscape plans, and complete landscape plans.

JUNIPER DESIGN TEAM

- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- ISA Certified Arborists
- In-house Agronomist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer



NURSERY & TREE FARM

We know it because we grow it!

With our over 200 acres of nursery & tree farms we can deliver custom, quality plant material to fit the individual needs of our clients. Additionally, our dedicated plant buyer travels throughout the state in search of the best plant material.

By keeping our finger on the pulse of the plant market, we can maximize value for each client.

FNGLA
FLORIDA NURSERY, GROWERS AND LANDSCAPE ASSOCIATION
Leading Florida's Green Industry

SEASONAL COLOR

We create custom schedules for our communities on the annual color program. Our annual flower beds are designed and installed to emphasize color, profusion, and display in high profile areas.

SEASONAL FLOWER PROGRAM

- Contract grown flowers
- Custom designed displays
- Scheduled installation
- Fresh look all year
- Best in quality annuals
- Enhanced landscape areas
- Additional fertilization keeps flowers looking great

ARBORICULTURE

JUNIPER has multiple ISA certified Arborists that are available for everything you may need for your tree health care. Preventive maintenance helps keep trees in good health while reducing any insect, disease, or site problems.

WHY HIRE AN ARBORIST?

Arborists specialize in the care of individual trees. They are knowledgeable about the needs of trees and are trained and equipped to provide proper care. Hiring an arborist is a decision that should not be taken lightly. Proper tree care is an investment that can lead to substantial returns. Well cared-for trees are attractive and can add considerable value to your property.

STORM RESPONSE

RESOURCES WHEN YOU NEED THEM MOST!

In preparation for and after a storm, Juniper has additional team members that are critical resources during storm events. They provide not only added manpower but bring with them the trucks and heavy equipment needed to handle storm clean up.

COMPANY RESOURCES

- 1,800+ team members statewide
- 17 locations throughout Florida
- 10,000+ gallons of onsite fuel
- 300+ trucks in our fleet
- ISA Certified Arborists
- Landscape Designers & Architects
- Teams throughout Florida
- Extensive supply of heavy equipment

SPORTS TURF

COMPLETE SPORTS TURF MAINTENANCE

Gone are the days of playing ball in a dirt lot. Today, residents in communities expect playing fields and parks to be safe for their families. You want to work with a company who has industry experience & advanced knowledge in sports turf.

SERVICES

- Agronomic Services
- Agronomic Consulting
- Topdressing
- Fertilization Programs
- Pest & Disease Management
- Weed Management
- Cultivation Services
- Aerification
- Slicing
- Fraze Mowing
- Deep-Tine Soil Reliever
- Verticutting & Vacuum

EDUCATIONAL CLASSES

PRESENTATIONS & CEUS AVAILABLE FOR CLASSROOM OR ONLINE LEARNING

At Juniper Landscaping we offer CEU courses that cover a variety of subjects that include irrigation, palm tree care, turf care, and tree selection.

CURRENT COURSES

- IRRIGATION 101
- HORTICULTURE 101
- TREE SELECTION
- PEST ID LAWN & ORNAMENTAL
- PLANTING PRINCIPLES & PLANT ID
- DIAGNOSING LANDSCAPE ISSUES

Our Green Industry experts' courses are designed to assist managers to make the best decisions to maximize their property's beauty and ease of maintenance.

AWARD WINNING LANDSCAPES

EXCEEDING INDUSTRY STANDARDS!

PINNACLE AWARDS

- Best Landscape Design Custom Home
- Award Best Landscape Design
- Merit Award Design Residential
- Landscape Design Firm of the Year

SAND DOLLAR AWARDS

- Best Community Feature of the Year
- Best Landscape Design 30-50k
- Best Landscape Design under 30k
- Best Landscape Design over 50k

AURORA AWARDS

- Landscape Design/Pool Design
- Best Custom home for “La Castille”

SUMMIT AWARDS

- Best Contracting Landscape 5-8 million+
- Merit Award for Infrastructure & Landscape

SAFETY & TRAINING

We hold the safety of our clients & our team members in the highest regard. We have implemented a company wide safety program that is administered through our safety coordinator & local branch managers.

Initial Hire Program

- Safety rules
- New hire safety orientation
- Required & use of PPE

Safety Training Program

- Equipment certifications
- Weekly safety meetings
- Daily jobsite reviews
- Traffic control systems
- Best practices training
- Safety rewards/swag based on safety performance
- Online training tools

SCAN QR CODE TO WATCH VIDEO HIGHLIGHTS OF OUR IN-HOUSE TRAINING PROGRAM

CERTIFICATIONS & LICENSES

OUR QUALIFIED TEAM

At Juniper, many of our team members hold valuable certifications and licenses. Their years of experience, along with additional training, enables them to provide our customers with answers they can trust.

CERTIFICATIONS & LICENSES

- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural Professional
- FNGLA Certified Landscape Contractor
- ISA Certified Arborist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer
- Best Management Practices (BMPs)

CERTIFICATIONS & LICENSES

The International Society of Arboriculture

Hereby Announces That

Wesley L. Mals

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Tullius
CEO & Executive Director

6 April 2017	30 June 2021	MI-0524A
Issue Date	Expiration Date	Certification Number

ANAB
ACCREDITED
PERSONNEL CERTIFICATION
ISO/IEC 17024
ISA Certified Arborist

FNGLA
CERTIFIED PROFESSIONAL
HORTICULTURE

The Florida Nursery, Growers & Landscape Association
Confers on

Nicholas Salerno H69 09432

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 6/30/2019
Certified Since: 6/20/2013

Robert Simpson, FNGLA President
Merry Mott, FNGLA Certification Director

State of Florida

Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Number: JE319574

CHRISTOPHER CARL RICHARDS

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this signature of Commissioner, Signed on December 15, 2021

Nicole Fried
NICOLE "NIKKI" FRIED
Commissioner of Agriculture

Chief Bureau of Licensing and Enforcement

North Carolina State University
Agricultural Institute

On the recommendation of the Faculty and by virtue of the authority vested in them, the Trustees of the University have conferred upon

Kyle James Leverette

the degree of

Associate of Applied Science
in Turfgrass Management

In testimony whereof, the seal of the University and the signatures of its officers are hereunto affixed this the fifteenth day of May, two thousand four.

President
Assistant Attorney General, Director of Academic Programs
Interim Dean of the College of Agriculture and Life Sciences
Associate Director of the Agricultural Institute

FNGLA
CERTIFIED PROFESSIONAL
HORTICULTURE

The Florida Nursery, Growers & Landscape Association
Confers on

Kyle Leverette H62 12112

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 6/30/2022
Certified Since: 5/24/2019

Ed Bravo, FNGLA President
Merry Mott, FNGLA Certification Director

Ron DeSantis, Governor
Halsey Beshears, Secretary
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STANLEY, DARRELL EUGENE
JUNIPER LANDSCAPING OF FLORIDA, LLC
5880 STALEY RD
FORT MYERS FL 33905

LICENSE NUMBER: SCC131152351
EXPIRATION DATE: AUGUST 31, 2022
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

MEET THE TEAM

JUAN NOVA

Branch Manager

Juan Nova is the Tampa South Maintenance Branch Manager, bringing over 17 years of experience in landscaping and agronomy. His expertise includes residential and commercial landscaping management, native landscaping, and turf management.

Juan holds a license in Certified Pest Control Operators and a certification in Best Management Practices. Juan is skilled in customer service, project management, budgeting, pest and disease management, sustainable practices, and landscape design. He is detail-oriented, creative, and a dependable problem solver, who is focused on customer satisfaction.

As a leader and team player, Juan is known for his ethical approach and strong communication skills. Juan is currently managing one of Juniper's largest maintenance community in the State of Florida. Throughout his 17 years in landscaping, he has managed multiple large CDD communities throughout Florida.

Outside of work, he finds inspiration in continually learning about landscaping and visiting botanical gardens. He is committed to lifelong learning to stay at the forefront of landscaping trends and techniques.

HIGHLIGHTS

✓ Certification
- Best Management Practices (BMP)

✓ License
- Certified Pest Control Operators (CPCO)

✓ 15+ years of landscape and agronomy experience

TAMPA SOUTH
5574 SR 674
Wimauma, FL 33598

MEET THE TEAM

KRISTEEN DOBSON

REGIONAL AGRONOMY MANAGER

Kristeen Dobson has over 7 years' experience in the green industry and got her start managing a small nursery. There she started as a Pest Control Technician and worked her way up to Agronomy Manager.

By conducting her own studies and research at the nursery, Kristeen gained a wealth of knowledge about plant materials and the issues they contract. She provides clients with customized plans on how to treat lawns and ornamentals correctly. Her goal is to never stop leaning so she can continue to look after turf and plants the best way possible.

Kristeen currently manages a team of over 10 dedicated Pest Control Technicians at Juniper and is passionate about passing on her knowledge to them. She strives to treat her team well, so they work hard, love their jobs, and achieve their best potential.

HIGHLIGHTS

- FNGLA Certified Horticultural Professional
- Best Management Practices Certified
- LTD Commercial Fertilizer Applicator

LAKELAND

3545 Waterfield Rd
Lakeland, FL 33803

MEET THE TEAM

JIM JORDAN

Regional Director

Jim has over 25 years of experience in operational management and customer service in the landscaping industry. He started as an Owner/Operator in landscape, construction, and janitorial services, gaining valuable experience in business ownership and management. He has excelled in the landscape industry as a Senior Manager for over two decades, specializing in landscape design and implementing strategies for productivity and customer service excellence.

His areas of expertise include operational excellence, driving growth, and implementing productivity improvements. Jim is recognized for his ability to lead teams to achieve high-performance standards while focusing on employee development and customer satisfaction. Jim has made significant contributions to the landscaping industry through his knowledge, leadership skills, and commitment to excellence.

He has lived in Bradenton, Florida his entire life and is a proud father to three grown children: Morgan, Nick, and Tayler, who have given him five grandchildren. Outside of work, he enjoys spending time with family, especially his two granddaughters, and is an avid enthusiast of Harley-Davidson motorcycles. Jim enjoys the thrill of riding and exploring new destinations.

HIGHLIGHTS

- ✓ 25 years of landscape experience
- ✓ Entrepreneur

TAMPA

5571 Center Street

Wimauma, FL 33598

MEET THE TEAM

BONNIE MARSHALL

CLIENT RELATIONS MANAGER

Bonnie Marshall has been involved in many aspects of the green industry over the past 15 years, including operations, sales, finance, HR, insurance, and more. As a St Petersburg, native, she has spent her entire life living in Florida and feels a strong connection to the area.

Bonnie graduated with honors from the University of South Florida and had the privilege of being part of Wedgworth, an agricultural leadership program. This 2-year program starts out locally, then expands to national & international locations, during which Bonnie traveled to Hong Kong, Vietnam, and China.

Bonnie is skilled at managing relationships and offering insights and advice to ensure success at every company she has worked with. During her time with a national tree company, she negotiated the largest commercial landscape sale in company history.

Bonnie is involved with many organizations and has served on their various boards and committees throughout her career. These include, but are not limited to, International Society of Arboriculture (ISA), Florida Nursery, Growers and Landscape Association (FNGLA), Central Florida Hotel and Lodging Association (CFHLA), Community Associations Institute (CAI), Building Owners and Managers Association (BOMA), and Roots Plus Growers Association (RPG).

HIGHLIGHTS

- University of South Florida
  - Bachelor of Science in Finance, Cum Laude
- University of Florida
  - Leadership Program Graduate
- The George Washington University
  - Master's Certificate in Project Management

TAMPA

7104 E 9th Ave
Tampa, FL 33619

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER
Brown & Brown of FL, Inc. - Fort Myers
6611 Orion Drive #201
Fort Myers FL 33912

CONTACT NAME: Lorie Frost
PHONE (A/C, No, Ext): 239-278-0278 FAX (A/C, No): 239-278-5306
E-MAIL ADDRESS: lfrost@bbftmyers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hamilton Specialty Ins Co*	29424
INSURER B : FCCI Insurance Company*	10178
INSURER C : FCCI Commercial Insurance Co*	33472
INSURER D : FCCI Commercial Ins Co	33472
INSURER E : AGCS Marine Ins Company	
INSURER F :	

INSURED JUNIP-1
Juniper Landscaping of Florida, LLC
and each of its subsidiaries
5880 Staley Road
Ft. Myers FL 33905

COVERAGES **CERTIFICATE NUMBER:** 576705792 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY			GL0019848	7/11/2017	7/11/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			CA100015500	7/11/2017	7/11/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$1,000,000
								$
C	X UMBRELLA LIAB X OCCUR			UMB100015501	7/11/2017	7/11/2018	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $ NIL							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			76333	7/1/2017	7/1/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
E A	Leased & Rented Equipment Pollution Liability			MZ193077814 AHSECC1129000	7/11/2017 12/21/2016	7/11/2018 12/21/2017	Lease/ Rented Pollution Liability Aggregate	200,000 1,000,000 2,000,000

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

It is agreed that the certificate holder, the contractor and the owner is included as additional insured as respects to general liability and auto liability. It is further agreed that such insurance as is afforded shall be primary and non-contributory with any other insurance in force for or which may be purchased by additional insured. Waiver of subrogation applies on the general liability, auto liability and workers compensation policies.

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

LEADERSHIP TEAM

Brandon Duke
Chief Operating Officer

Brandon grew up in the landscape industry and joined Juniper in 2008 after graduating with a Bachelor's of Business Management from Liberty University.

Creating an innovative environment has always been his passion and his creative nature has transformed the way Juniper does business. Brandon added design services to the Juniper repertoire because of his drive to provide Juniper clients the most diverse product offering. He oversees day-to-day operations and is heavily involved in sales and under his leadership, Juniper has experienced year-over-year growth. He has ushered in a new generation of Juniper talent and changed the way we do business today.

Brandon's designs have been recognized by nationwide landscape magazines and he has received numerous awards in the construction industry.

Dan deMont
Chief Revenue Officer

Dan joined the Juniper team in 2011 after a five-year relationship with Juniper as one of their primary vendors. As a Regional Sales Manager for one of the biggest landscape industry suppliers in the United States, Dan managed 14 branches, sold over $20 million a year, and learned the business from a different perspective.

Dan introduced the idea that Juniper could grow their business with team structure, team goals, and the "one stop shop" mentality while maintaining the small family business feel it was built on. Dan is an experienced landscape and irrigation professional with numerous certifications and has earned multiple awards for landscape design and construction.

He attended both Edison College and UMass Boston and has a degree in business management. Dan is a past vice president of the Florida Irrigation Society SW FL Chapter and is very active in the community, participating in various charities.

Robert Oulahan
Chief Financial Officer

Robert spent the majority of his over 25-year career serving middle market companies in financial leadership positions. His experience includes time with "Big 4" accounting firms, Nasdaq listed companies and strong growth focused entities. He has helped guide these businesses by implementing various financial and tax solutions that were in line with the company's strategies and core values. He has specialized in service industry and construction companies during his career in the public and private sector.

Robert graduated Rutgers University as a Magna Cum Laude. After college he successfully obtained his CPA certification.

CLIENT REFERENCES

Jonathan Pentecost
Division President
SW FL

"Since 2005, Juniper Landscaping has provided quality material and workmanship for thousands of homes built for DR Horton and our brands in Southwest Florida. I have found not only their prices to be competitive, but they are highly skilled operators with excellent execution in their business from first negotiation to last install and warranty."

Rhonda Brewer
V.P. Community Development

"Juniper is a full service landscape, irrigation, and maintenance company with exceptional customer service and quality. They have the expertise and attention to detail which make working with them a pleasure and our projects a success. I would highly recommend Juniper for any landscape or irrigation project."

Mike Lewis
V.P. Purchasing, Design & Architecture

"Juniper Landscaping is truly a full service operation. From incredible landscape designs by the team at Botanics Design Group to top quality material and installation services to best in class maintenance operations keeping the landscaping looking beautiful long after the initial install, Juniper does it all with some of the best people in the business."

John R. Peshkin
Managing Principle

"Juniper is a first-class organization focused on customer satisfaction. The turn-key services they provide us from preliminary design and budgeting to construction and long-term maintenance have helped streamline our land development efforts. Juniper provides excellent quality work and is a trusted and valued trade partner."

Bob Koenig
Vice President

"Juniper has successfully completed a diverse range of projects for our company such as an addition to a high end resort hotel, a custom home whose owners wanted their landscaping to make a statement, institutional work, a streetscape project on 47th Terrace in Cape Coral and code minimum projects for warehouses and manufacturing. Throughout each of these projects Juniper Landscaping has been able work effectively with our team on site to meet the demands of the budget and the schedule required for each project while providing a quality project. I highly recommend Juniper."

JUNIPER CARES

Making our communities better places to live and work is important, not only for our clients and employees, but for all our neighbors in the area. With that in mind, we support many local charitable organizations across the state and use environmentally sound practices.

Juniper CARES

JUNIPER CARES

industry COLLECTIVE

The Industry COLLECTIVE is a movement of landscapers, lawn care companies, and suppliers who are unified in their efforts to impact their local communities.

Imagine an entire industry coming together, to serve and to give, for the sole purpose of creating a positive impact locally and around the world. This is Industry Collective.

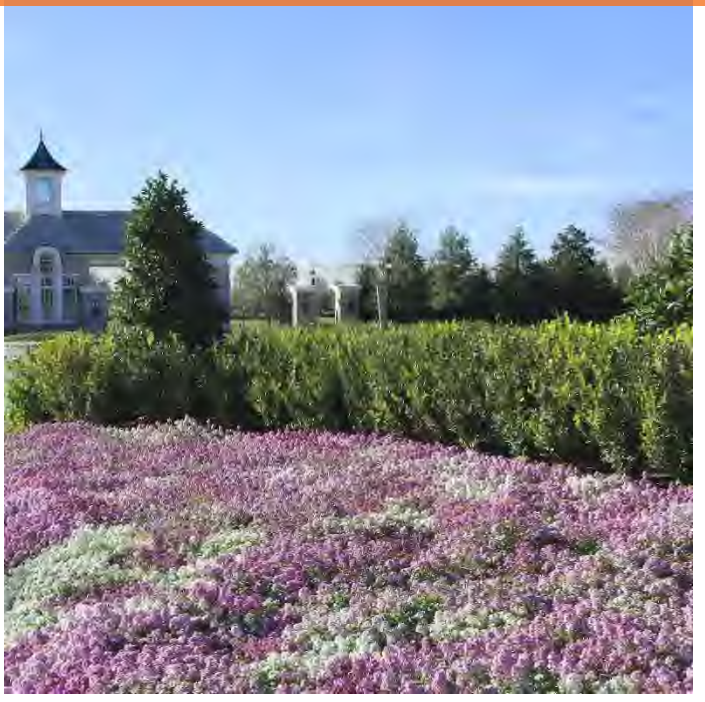
Industry Collective has designed practical, on-site community service events to minimize headache and maximize IMPACT. This makes it easier than ever to build team morale while serving the needs of communities everywhere.

PORTFOLIO: ST. CLOUD

TWIN LAKES

PORTFOLIO: OCALA

WORLD EQUESTRIAN CENTER



ADDITIONAL INFO

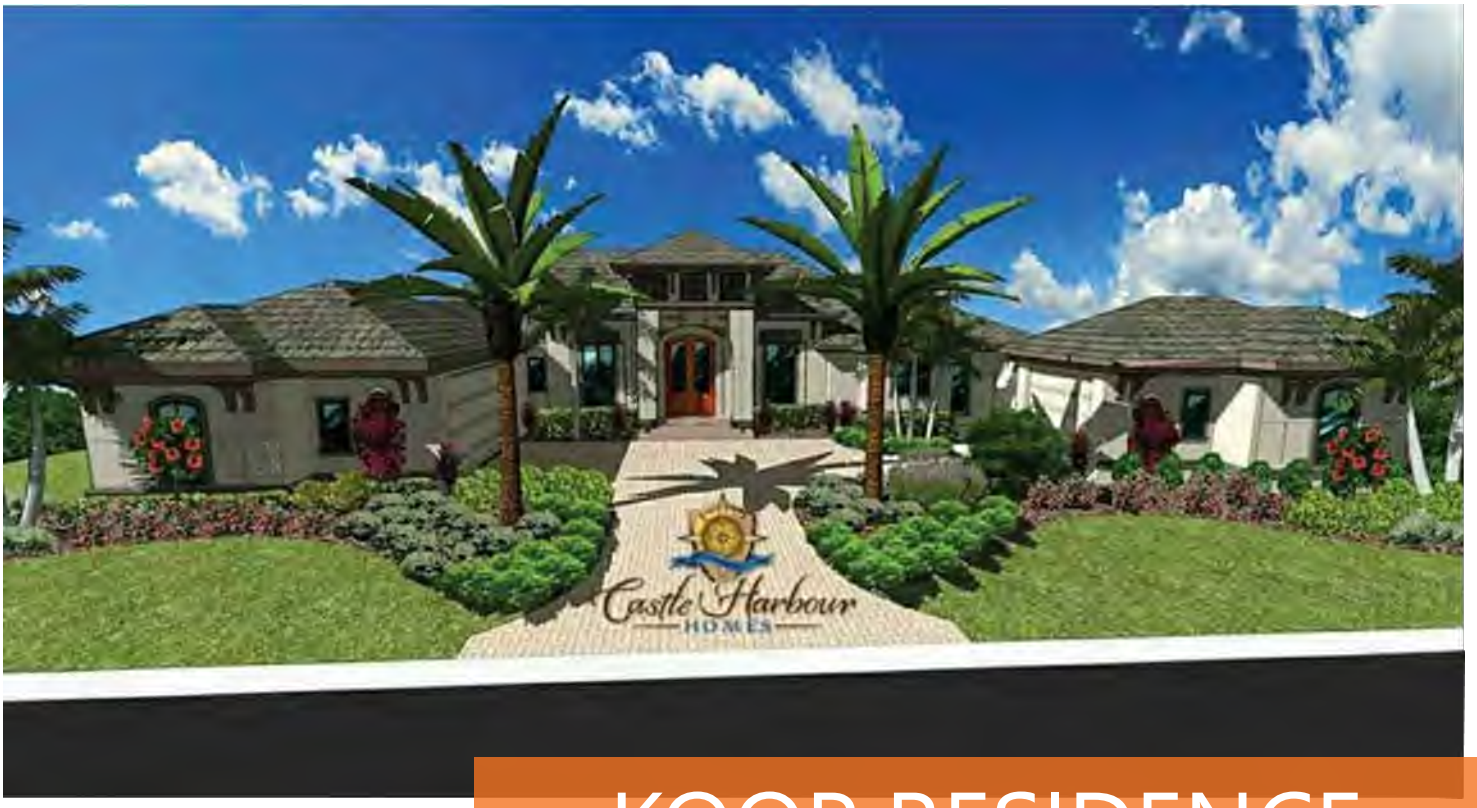
PORTFOLIO: CUSTOM DESIGN

CONNORS RESIDENCE

PORTFOLIO: CUSTOM DESIGN

THE BOATHOUSE

PORTFOLIO: CUSTOM DESIGN



KOOP RESIDENCE

DESIGN SAMPLES

COMPUTER RENDERINGS

Juniper

LANDSCAPE AND IRRIGATION MAINTENANCE BID SUBMITTAL

FOR:

Berry Bay CDD

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

FROM:

redtree
Landscape Systems
The New Standard In Landscape Maintenance
1.888.RED.TREE
www.redtreelandscapesystems.com

Head Quarters Address:
5532 Auld Lane
Holiday FL 34690
`

Riverview Branch
1517 S. US Hwy 41
Ruskin FL 33570

BID DUE DATE:	**Monday, June 16 2025**
BID DUE TIME:	**12:00 PM (EST)**
BID DUE LOCATION:	**INFRAMARK OFFICE 2005 PAN AM CIRCLE, SUITE 300 TAMPA FK 33607**

redtree
Landscape Systems

1.888.RED.TREE

www.redtreelandscapesystems.com

service@redtreelandscape.systems

The New Standard In Landscape Maintenance

Our state-of-the-art equipment fleet arrives at your property ready to perform any and all grounds maintenance tasks.

Experienced irrigation technicians perform diagnostics, repairs, and outdoor lighting service calls whenever you need them!

A team of Certified Arborists and expert tree climbers are available to prepare your trees for hurricane season or to help you clean up fallen trees after the storm.

We also offer Pest Control & Fertilization services to keep your property green, blooming, and free of weeds. Our team of Certified Pest Control Operators know the right products to keep your lawn & ornamentals free of pests.

Contact Us!

David Lucadano 727-919-3913

Peter Lucadano 727-919-3915

Owners with over 30 years of experience in the Florida Green Industry!

PROPOSAL DIRECTORY

Landscape Maintenance Proposal / Additional Signed Statements	4
Hurricane and Large Scale Storm Emergency Response Plan	11
Company Information / History	13
RedTree Organization Chart	14
Evaluation Criteria & References	15
Program Staffing Plan	20
Scope of Services	21
Contractor Resume	33
Equipment Lists	35
Lawn & Landscape Article on RedTree	41
"*Best Places to Work"* Award to RedTree	45
Management Philosophy & Style	45
Occupational License	48
Financial Capabilities Statement	49
Proof of Insurance	50
Completed form W-9	51
Irrigation Contractor's License – County or Origin	52
Pest Control / Fertilization Licenses	53
Certified Arborist Designations	55
Best Management Practices Certifications	56
FNGLA Certifications	57
Licensed Dealer in Agricultural Products	59
National Association of Landscape Professionals Certification	59
E-Verify Enrollment Verification Statement	60
Proof of Corporate Status	61
Dun & Bradstreet Registration	62