BERRY BAY
COMMUNITY DEVELOPMENT DISTRICT

SEPTEMBER 04, 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
Arturo Gandarilla, Field Manager
Brooke Chapman, Clubhouse Manager

Regular Meeting Agenda

Thursday, September 04, 2025 at 2:00 p.m.

The Regular Meeting of the **Berry Bay Community Development District** will be held **September 04, 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 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. **BUSINESS ITEMS**
   - **A.** Consideration of Goals & Objectives
   - **B.** 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
4. **CONSENT AGENDA**
   - **A.** Approval of Minutes of the August 07, 2025, Public Hearing & Regular Meeting
   - **B.** Consideration of Operation and Maintenance July 2025
   - **C.** Acceptance of the Financials and Approval of the Check Register for July 2025
   - **D.** Ratification of Sunrise Landscape Proposal #27370 – Two New Ponds Mowing Week of September 1 ($525.00)
   - **E.** Ratification of Sunrise Landscape Proposal #27368 – Cleanup Along Railing on Berry Grove Blvd Exit Side ($510.00)

5. STAFF REPORTS

A. District Counsel

B. District Engineer

C. District Manager

i. Field Inspections Report

6. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

7. ADJOURNMENT

INFRAMARK
COMMUNITY MANAGEMENT

Memorandum

To: Board of Supervisors

From: District Management

Date: August 4, 2025

RE: HB7013 – Special Districts Performance Measures and Standards

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To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during its 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals and objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance its commitment to the accountability and transparency of the District.

Exhibit A:

Goals, Objectives, and Annual Reporting Form

Berry Bay Community Development District ("District")
Performance Measures/Standards & Annual Reporting Form

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least four regular Board of Supervisor ("Board") meetings per year to conduct District-related business and discuss community needs.
Measurement: Number of public Board meetings held annually as evidenced by meeting minutes and legal advertisements.
Standard: A minimum of four Board meetings were held during the fiscal year.
Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting in accordance with Florida Statutes, using at least two communication methods.
Measurement: Timeliness and method of meeting notices as evidenced by posting to the District's website, publishing in local newspaper of general circulation, and or via electronic communication.
Standard: 100% of meetings were advertised in accordance with Florida Statutes on at least two mediums (e.g., newspaper, District website, electronic communications).
Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly District website checks.
Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.
Standard: 100% of monthly website checks were completed by District Management or third party vendor.
Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.
Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.
Standard: 100% of site visits were successfully completed as described within District Management services agreement
Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.
Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to District's infrastructure and related systems.
Standard: Minimum of one inspection was completed in the fiscal year by the District's engineer.
Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on the District's website and/or within District records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the District's website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the District's website the most recent versions of the following documents: Florida Auditor General link (https://flauditor.gov/) to obtain current and past Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Florida Auditor General link (https://flauditor.gov/) to the Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the District's website.

Standard: District's website contains 100% of the following information: Department of Financial Services link to obtain Annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the Florida Auditor General link (https://flauditor.gov/) to the results to the District's website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing Board approval and annual audit is available on the District's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the District's website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

SIGNATURES:

Chair/Vice Chair: _____ Date: _____

Printed Name: _____

Berry Bay Community Development District

District Manager: _____ Date: _____

Printed Name: _____

Berry Bay Community Development District

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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

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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.

$ 2060.0 /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/ micrantrients	1	150	$780.00
May	Micronutrients w/ iron sulf.	1	150	$780.00
October	Potassium 0-0-22 w/ micrantrients	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: 813-575-1955
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. 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)

Company Resume

Name of Parent Company: Yardnique, Inc.
State of Incorporation: Delaware
Yeạrs 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.

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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

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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.

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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.

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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

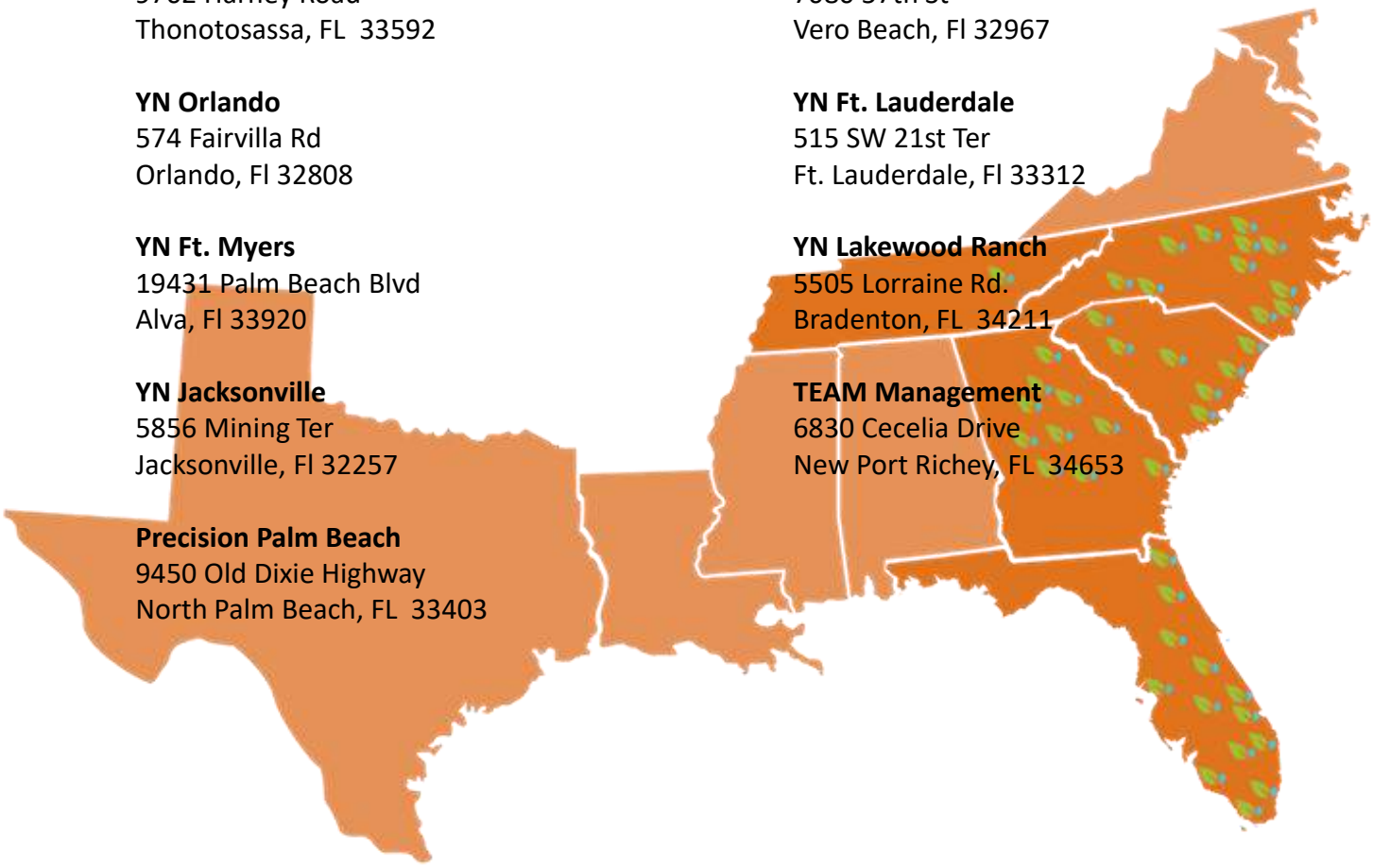
Precision Palm Beach
9450 Old Dixie Highway
North Palm Beach, FL 33403

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



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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

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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

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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%

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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

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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	

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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

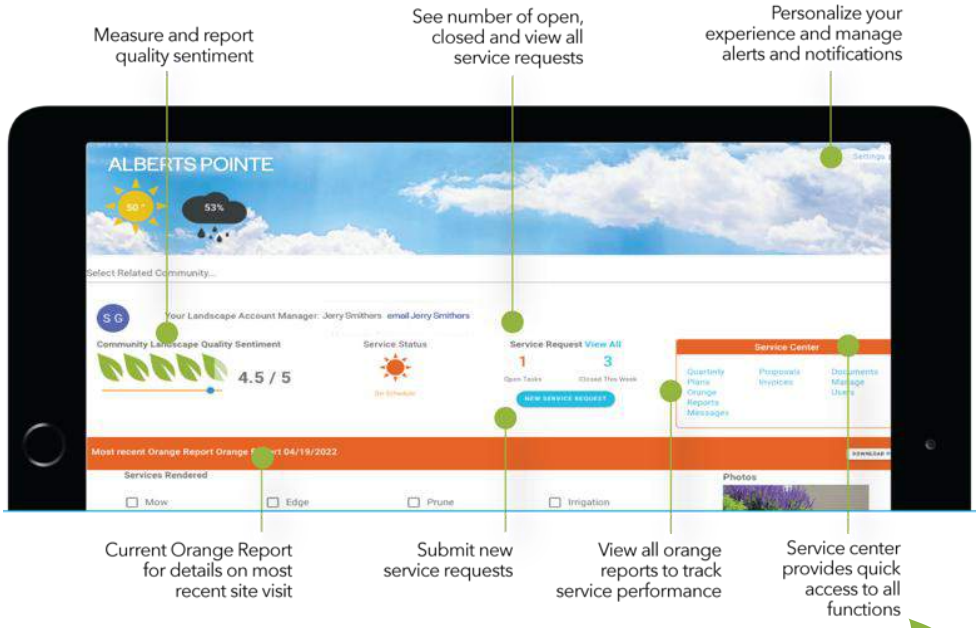
ASI Landscapes is proud to introduce our customer portal, that automates weekly reports and service updates, Syncscape. This provides our customers with complete access to all invoices, service alerts and service requests with the ability to extend access to board members and/or residents as desired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

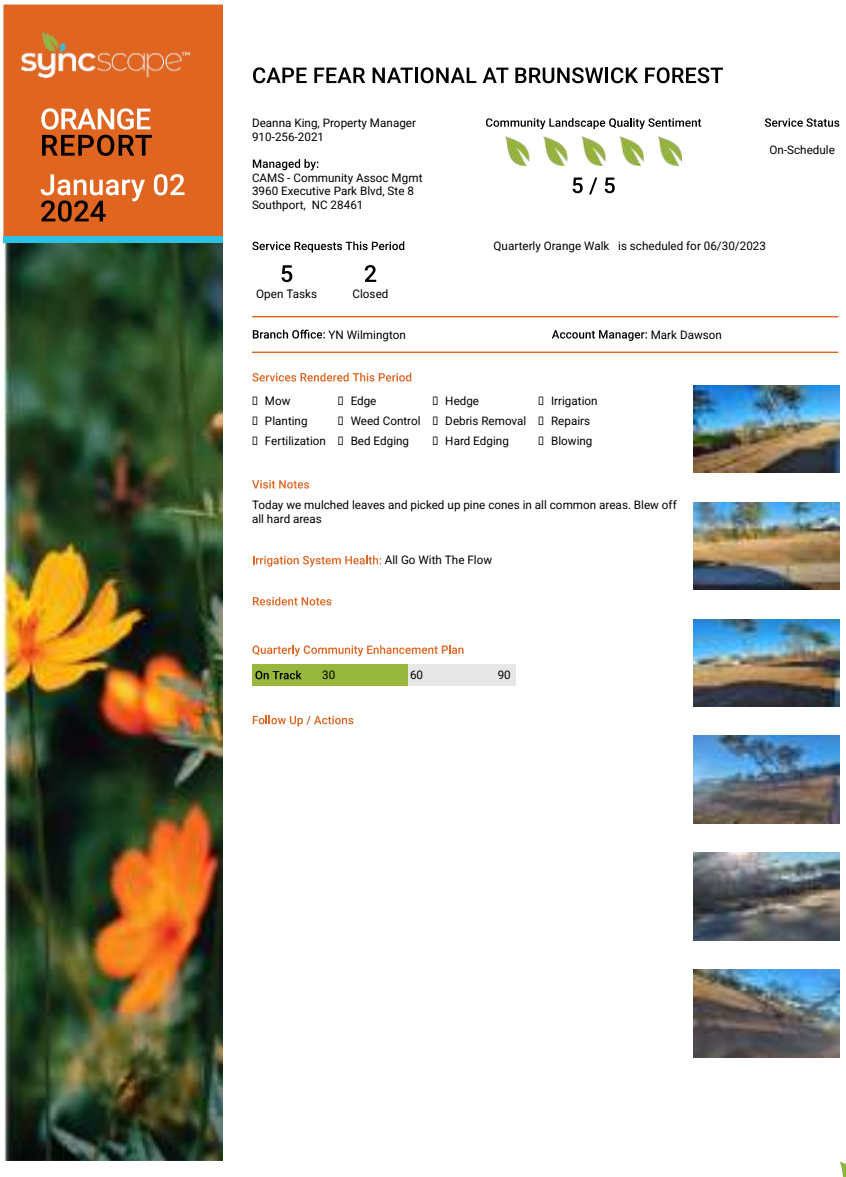


Orange Reports (Service Report)

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.

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	CONTACT NAME: Sarah L. Leonard	
Towne Insurance Agency, LLC 7100 Falls of Neuse Road Raleigh, NC 27615	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
INSURED Yard Nique, Inc. YN Intermediate Holdings, Inc., YN Holdings, LLC 10014 Chapel Hill Rd Morrisville, NC 27560	INSURER B : Selective Insurance Company of America	12572
	INSURER C : Builders Mutual Insurance Company	10844
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

Sarah Leonard

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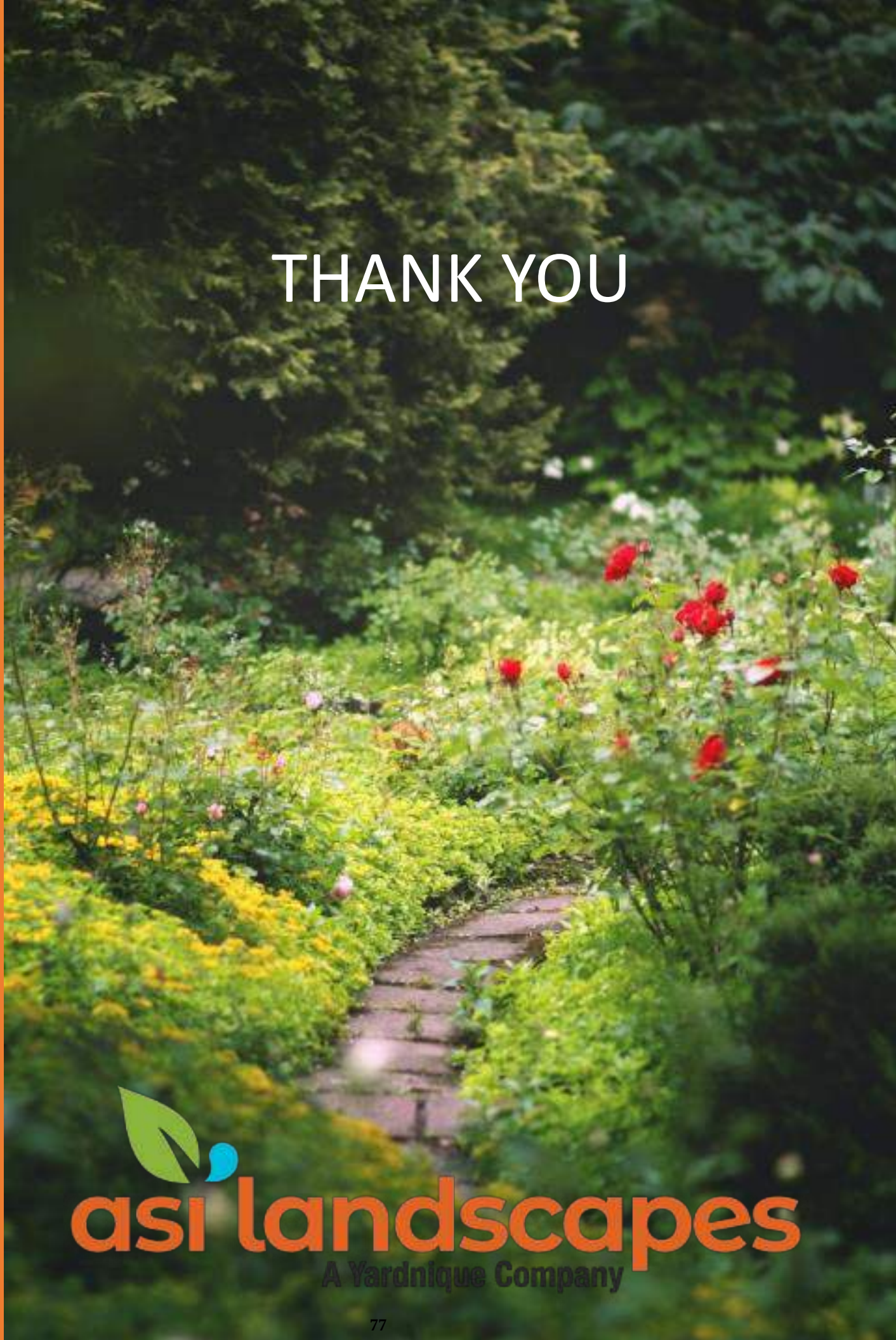
END OF DOCUMENT


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 ( )

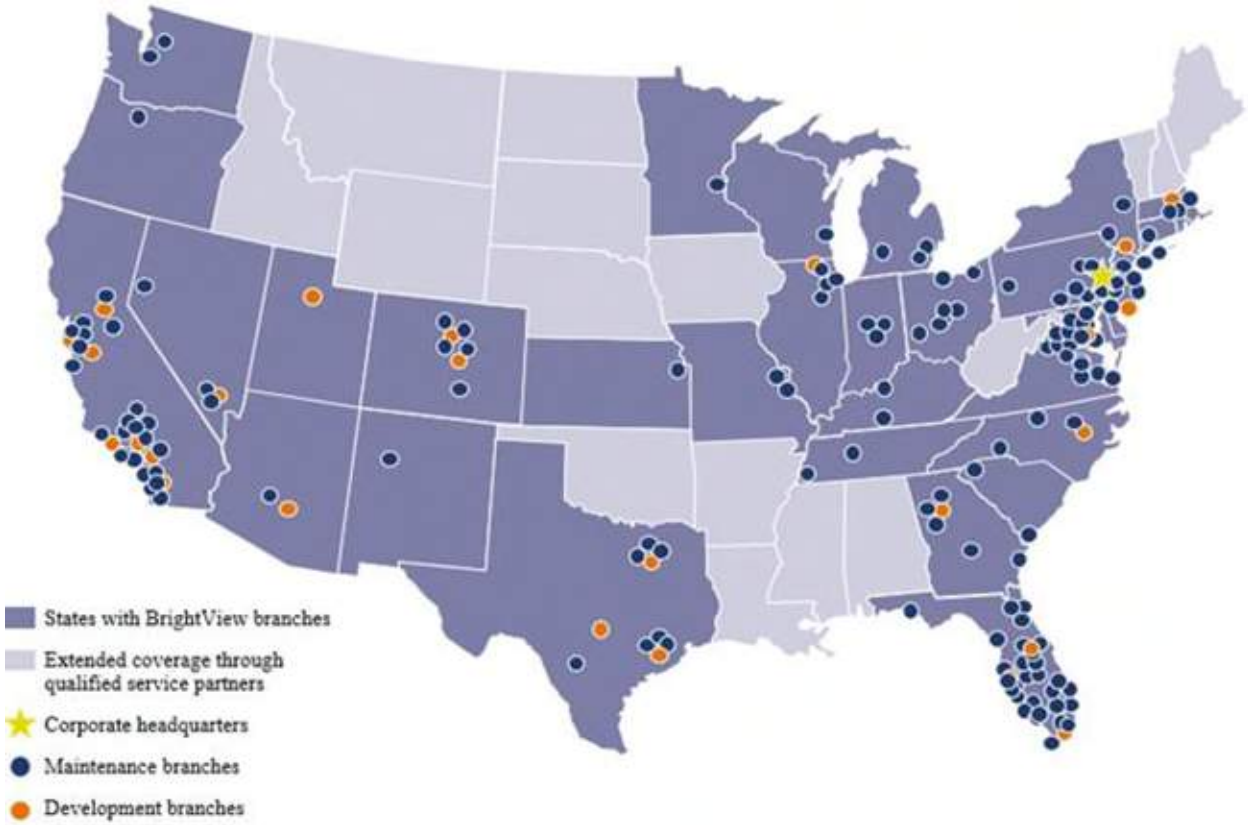
If no, please explain _____

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

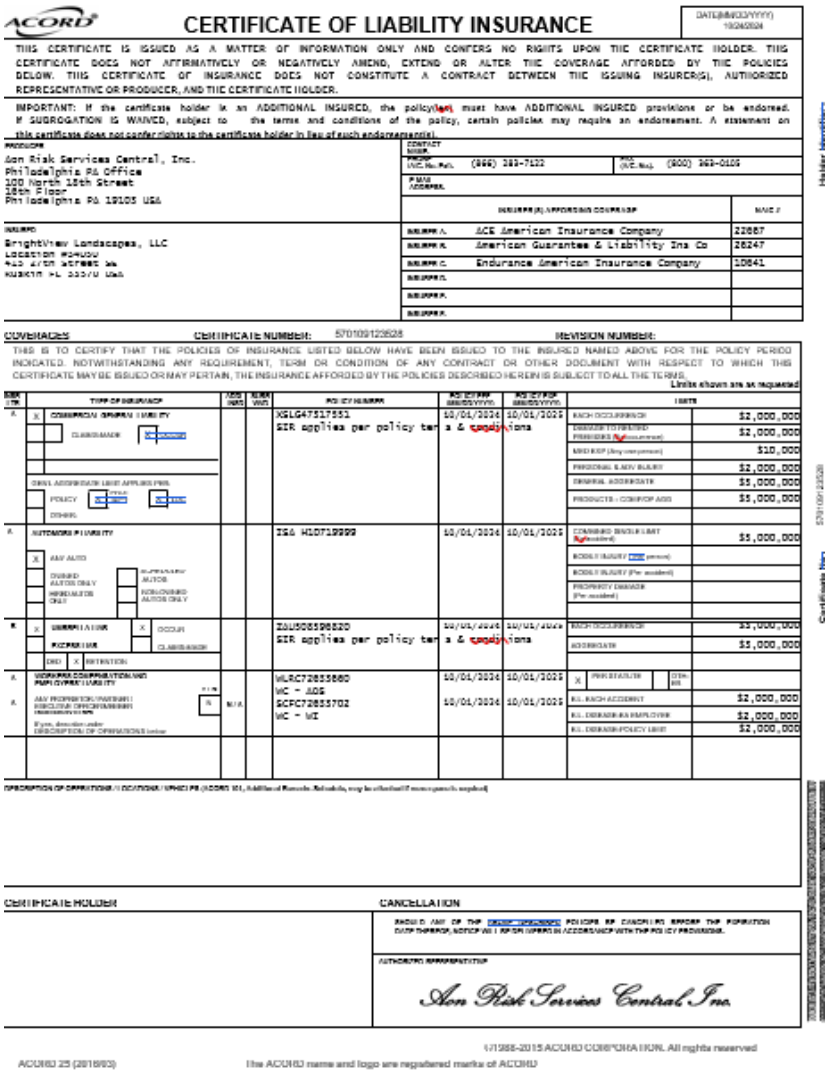
Utility Vehicle
(1) John Deere Gator

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



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2024

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
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
18th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: American Guarantee & Liability Ins Co	26247
INSURER C: Endurance American Insurance Company	10641
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
BrightView Landscapes, LLC
Location #24050
415 47th Street W
Bradenton FL 34209 USA

COVERAGES CERTIFICATE NUMBER: 570109123528 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.

Limits shown are as requested

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			XSLG47517551 SIR applies per policy terms & conditions	10/01/2024	10/01/2025	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$5,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$5,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			ISA H10719999	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS / HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE			ZAU50859820 SIR applies per policy terms & conditions	10/01/2024	10/01/2025	EACH OCCURRENCE	$5,000,000
	DED X RETENTION						AGGREGATE	$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A	WLRC72833580 WC - AOS SCFC72833702 WC - WI	10/01/2024 10/01/2024	10/01/2025 10/01/2025	X PER STATUTE / OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$2,000,000
							E.L. DISEASE-EA EMPLOYEE	$2,000,000
							E.L. DISEASE-POLICY LIMIT	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

Aon Risk Services Central, Inc.

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Holder Identifier

570109123528

Certificate Number

Aon Insurance Bonding Amounts

Hi Lloyd,

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

Empower Results®

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

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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: _____ District Manager: Michael Perez

Project Manager's Email: _____ District Manager's Email: Michael.Perez@inframark.com

Contractor's Address: _____ District Address: 2005 Pan Am Circle, Suite 300
Tampa, FL 33607

Contractor's Phone: _____ District Phone: (813)

Contractor's Facsimile: _____

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	C	A	R	E
Integrity	**Care**	**Accountability**	**Relentlessness**	**Excellence**
We act with honesty, transparency, and reliability, always doing what is right for our customers, environment, and our team.	We are one team that respects and cares for each other, continuously striving to beautify and improve the communities we serve.	We meet our commitments to each other and to our valued customers and act if we fall short on expectations.	We are constant in our efforts to provide solutions to customers and satisfy their needs.	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

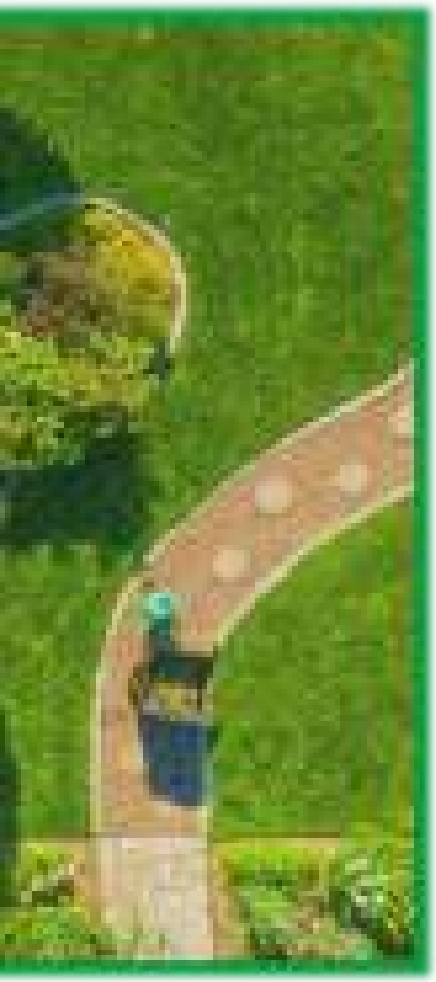
(727) 710-1263

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.

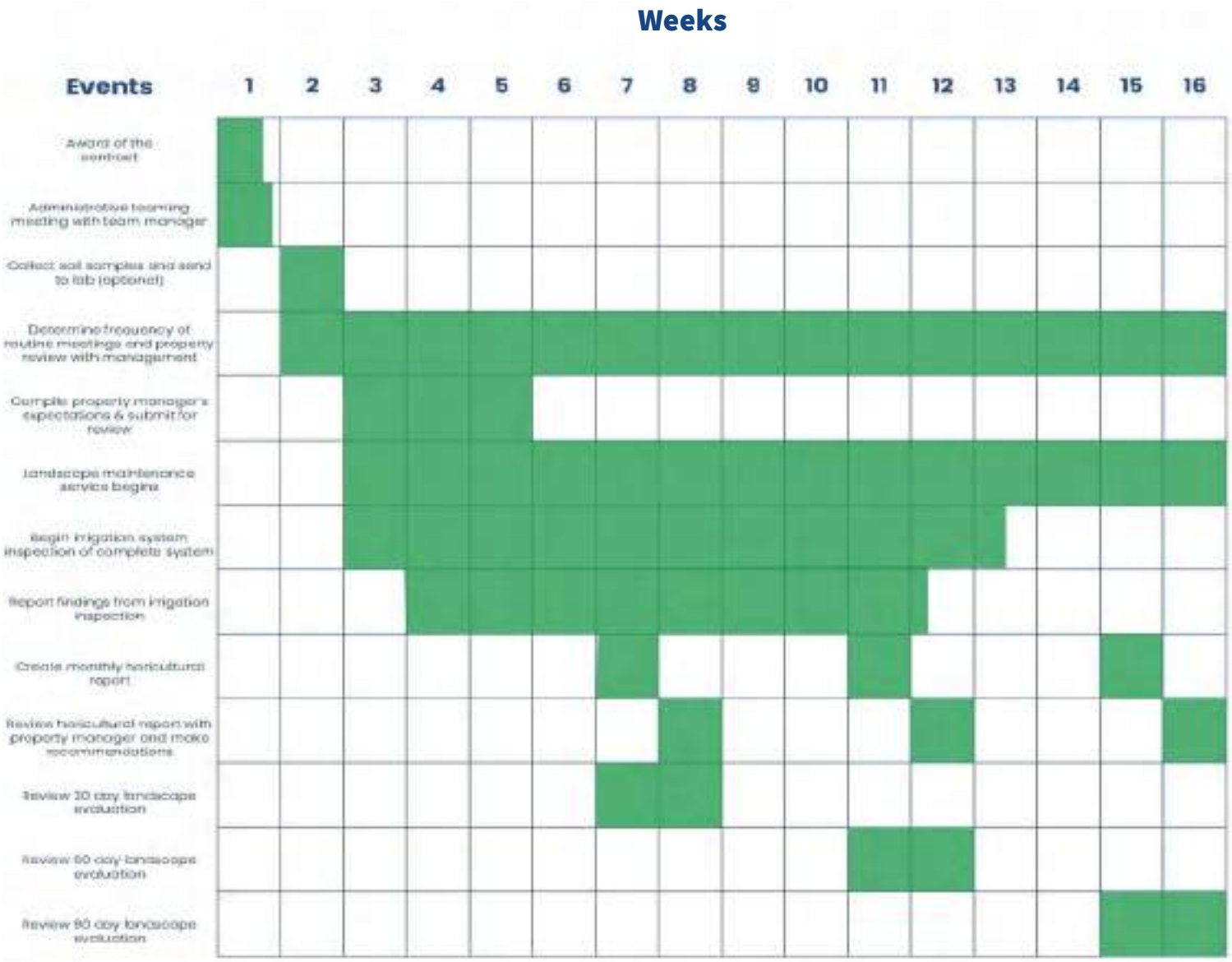
60

- 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.

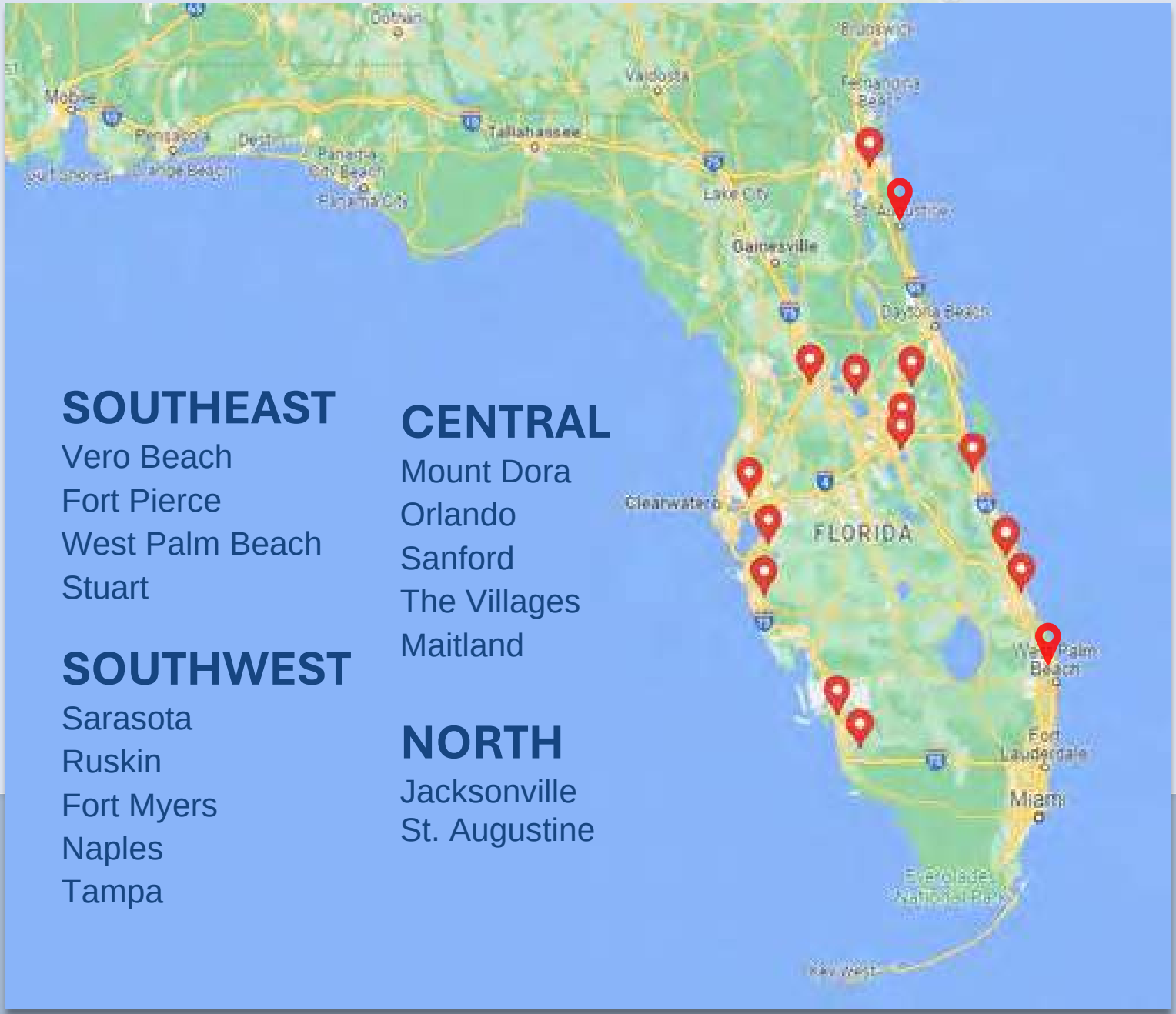
Our Goal

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 units.
- Weekly Safety topic as well as scheduled Safety bulletins to raise awareness and reinforce training.

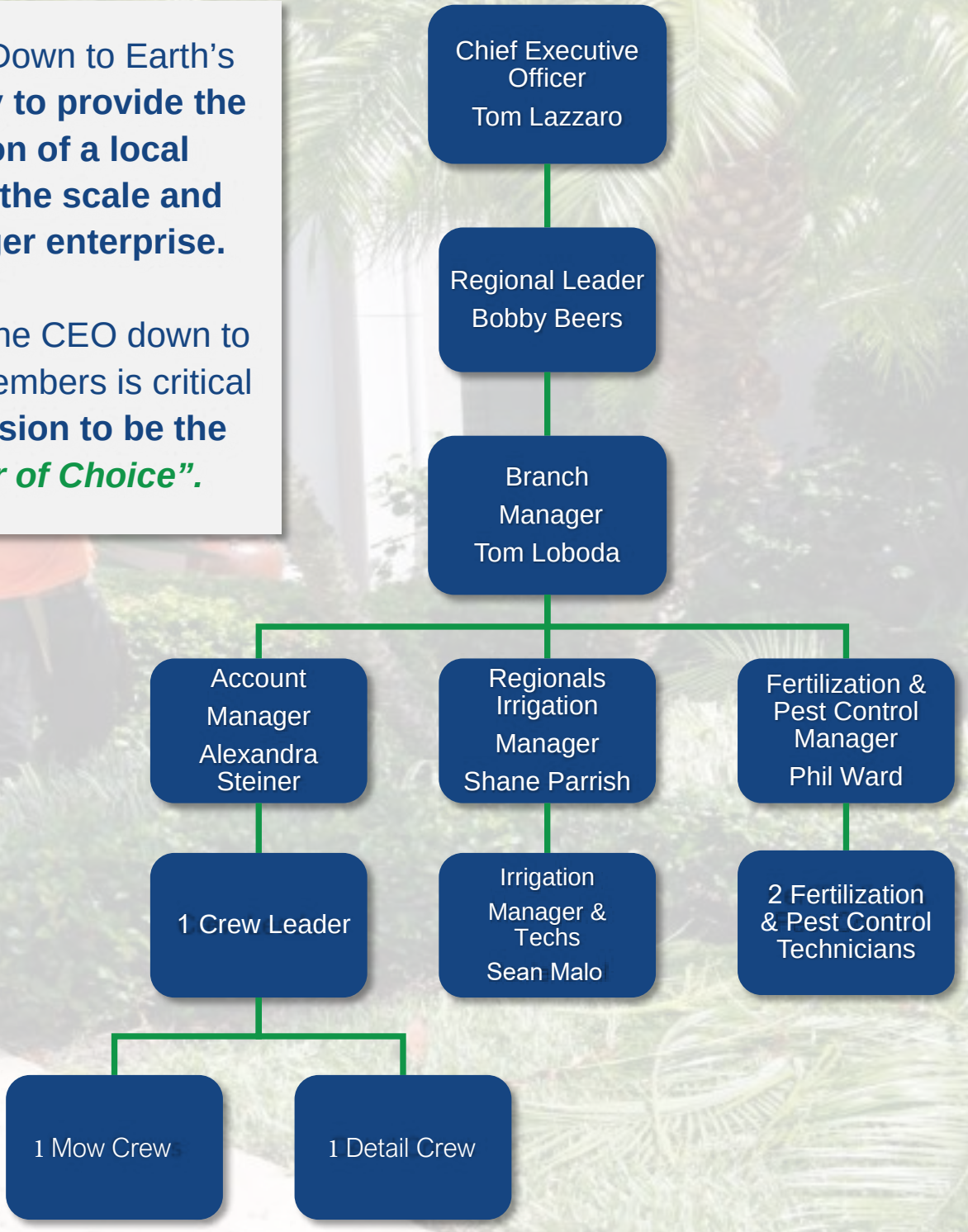
PREVENTIVE MAINTENANCE PROGRAM

- 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".***



Your Dedicated *Landscape Team*

Regional Operations Leader

Tom Lazzaro

Oversees multiple branches, ensuring operational excellence, efficiency, and alignment with company standards to drive service quality and customer satisfaction.

Branch Manager

Tom Loboda

Leads branch operations, managing teams, overall performance, and client relationships to ensure successful service delivery and growth.

Account Manager

Alexandra Steiner

Serves as the primary client contact, overseeing services, service quality, and customer satisfaction while identifying opportunities for enhancements and renewals.

Irrigation Manager

Shane Parrish & Sean Malo

Specializes in the irrigation maintenance and efficiency of irrigation systems, ensuring optimal water management and system performance for client landscapes.

.

Business Development

Kara Rewerts

Focuses on generating new business opportunities, building client relationships, and driving growth within the market.

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.

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.

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.

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 & Staking 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 prior 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

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

SEASSER-01

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** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			RGD3002006-01	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			RAD9438300-01	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
F F	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			AEC416850300 140002274	1/1/2025 1/1/2025	1/1/2026 1/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		RWD3002005-01	1/1/2025	1/1/2026	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
C D E	Pollution Coverage Professional Coverage Inland Marine			G7444748A 001 VNPL013755 7018535549	2/28/2024 7/31/2024 2/28/2024	2/28/2025 7/31/2025 2/28/2025	Each Occurr/Aggregate Each Occurr/Aggregate Leased/Rented Equip	1,000,000/2000000 1,000,000/2,000000 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
Kim L. Ovatt

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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		

“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

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. Understanding Scope of RFP (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. 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)

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

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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)

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
>
> **__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: _____ District Manager: Michael Perez

Project Manager's Email: _____ District Manager's Email: Michael.Perez@inframark.com

Contractor's Address: _____ District Address: 2005 Pan Am Circle, Suite 300 Tampa, FL 33607

Contractor's Phone: _____ District Phone: (813)

Contractor's Facsimile: _____

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 APPLICATION
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 APPLICATION
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. 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)

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

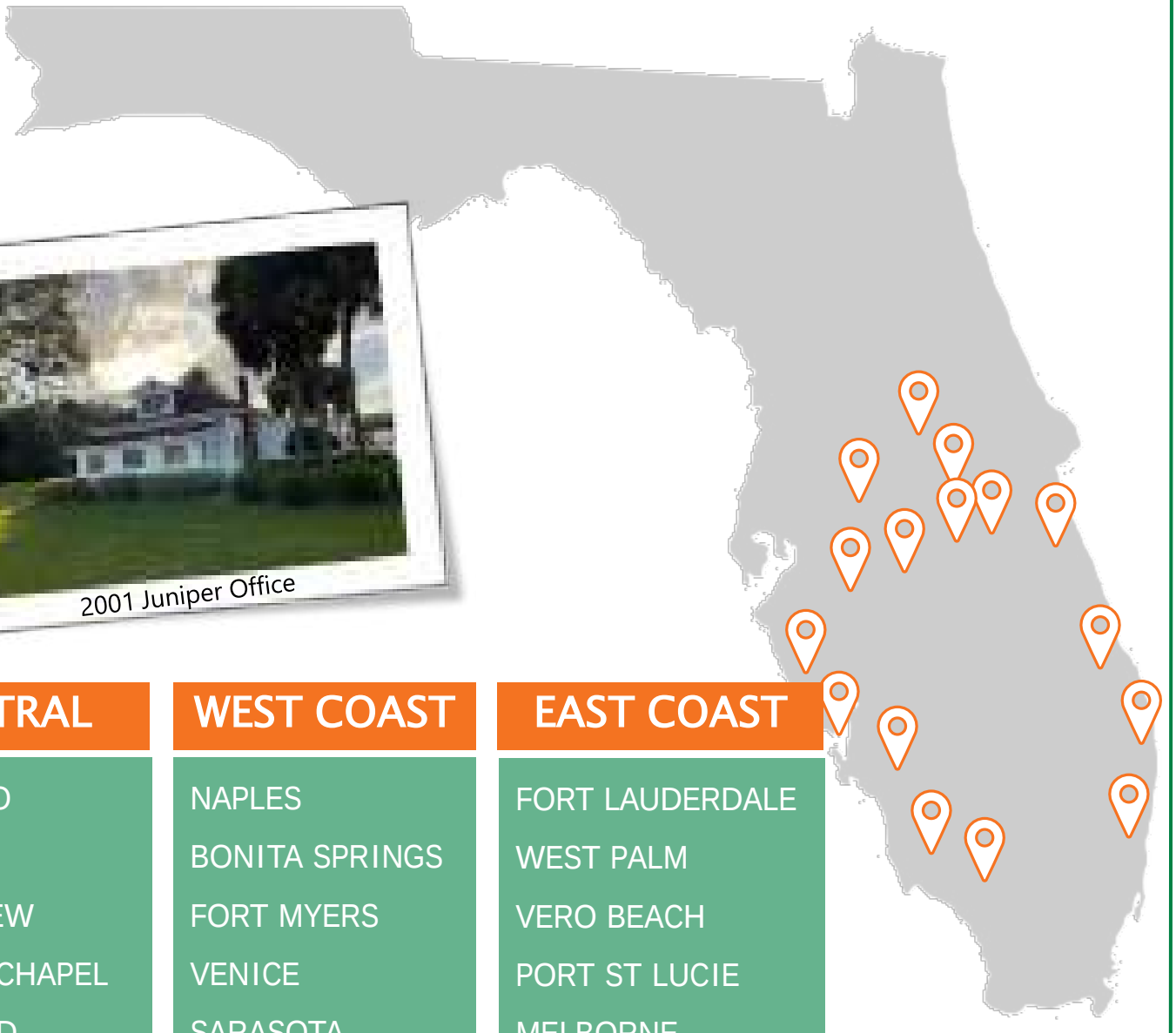
ROOTED IN FLORIDA

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

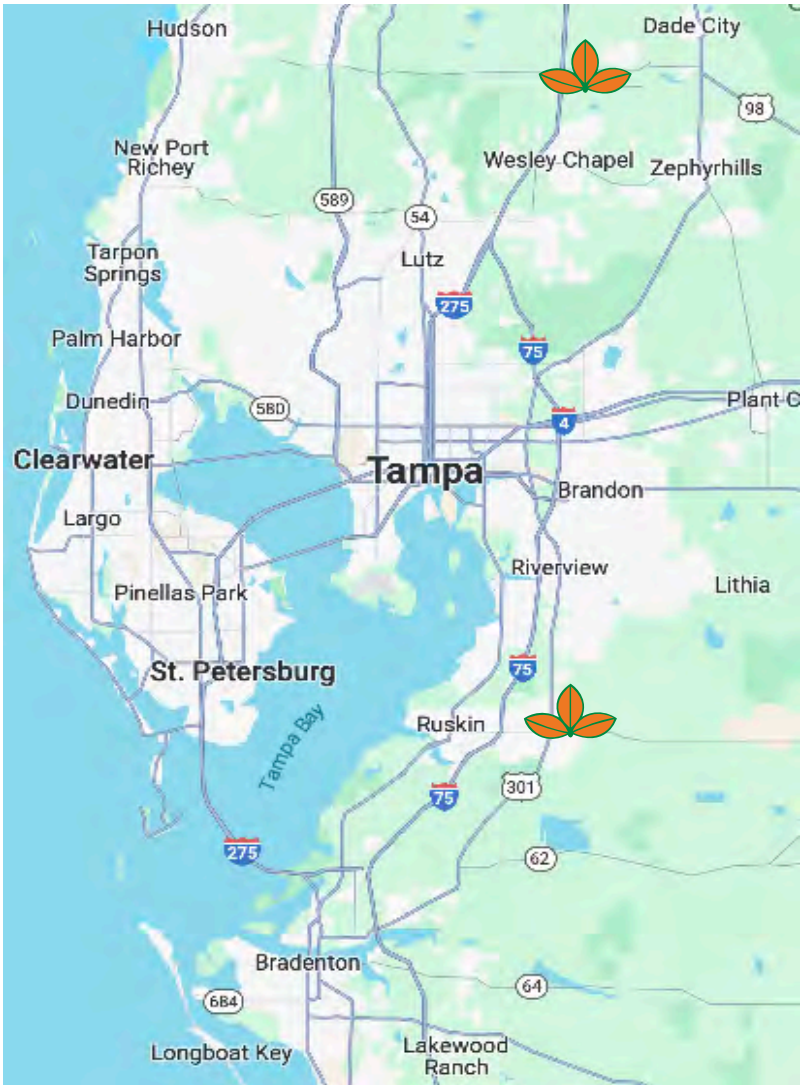
Tampa South

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

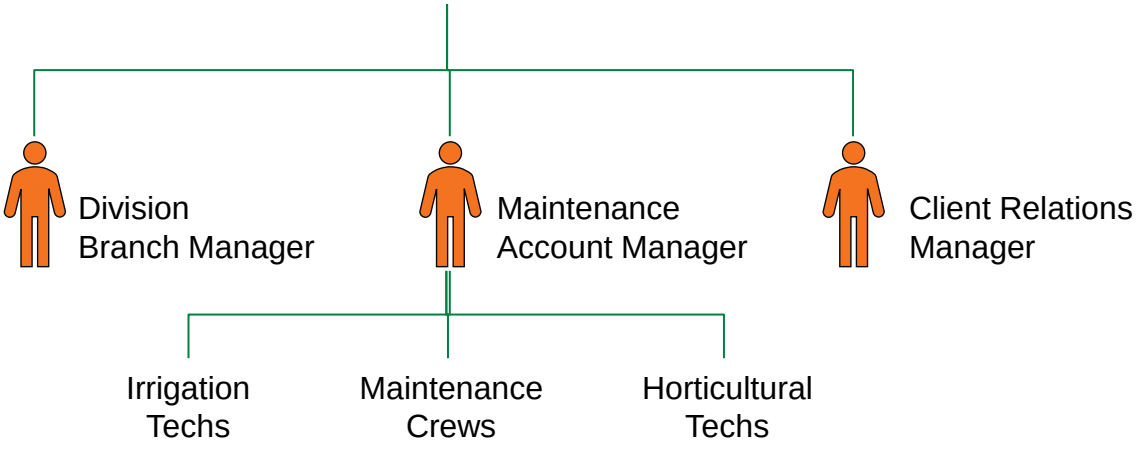
- Certified Horticultural Professional
- State Licensed Certified Pest Control Operator
- State Licensed Irrigation Contractor
- ISA Certified Arborists
- In-House Agronomist

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.

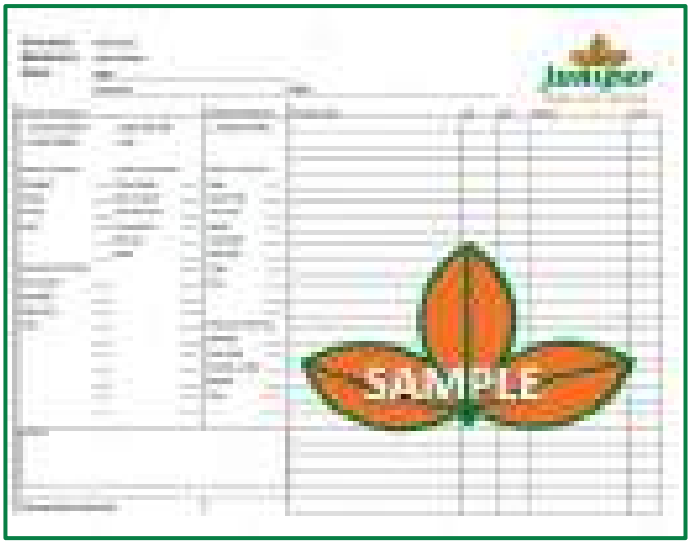
WATER MANAGEMENT

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

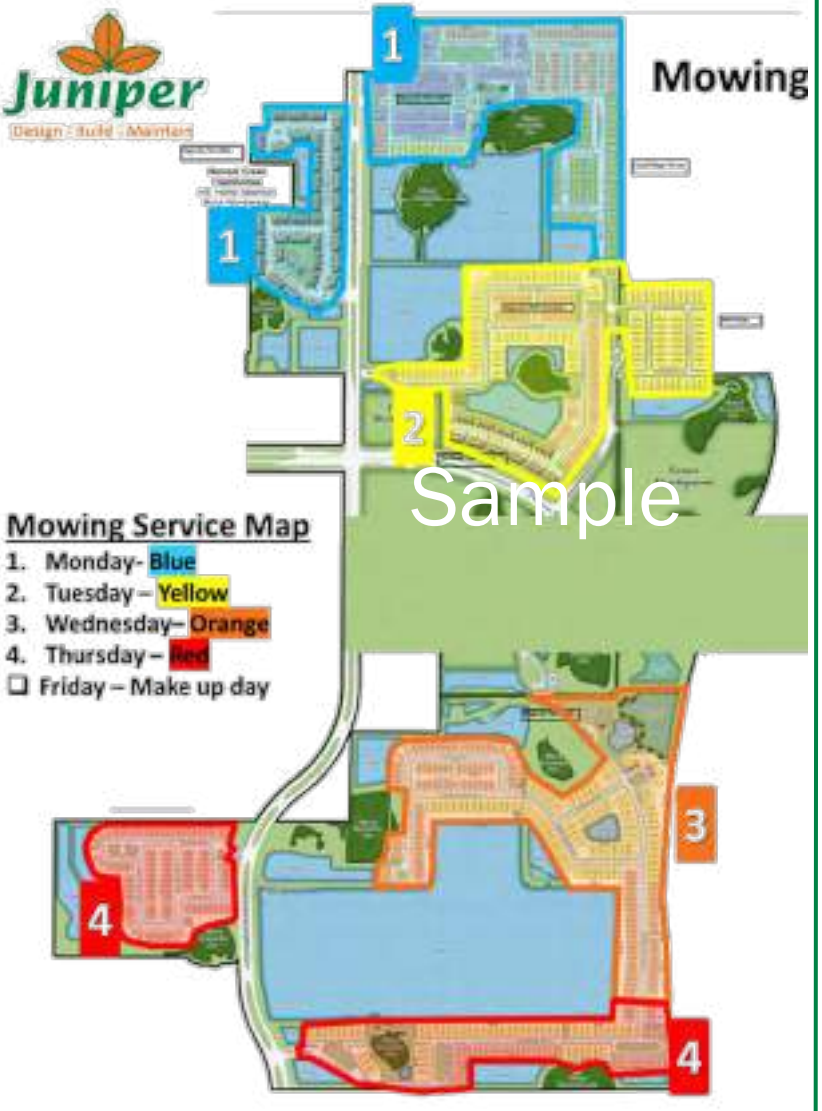
Fertilization & Pest Reports



Regular service schedule maps are created for each community.

Irrigation Reports

Service Rotation Map



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 APPLICATION
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 APPLICATION
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. 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)

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

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

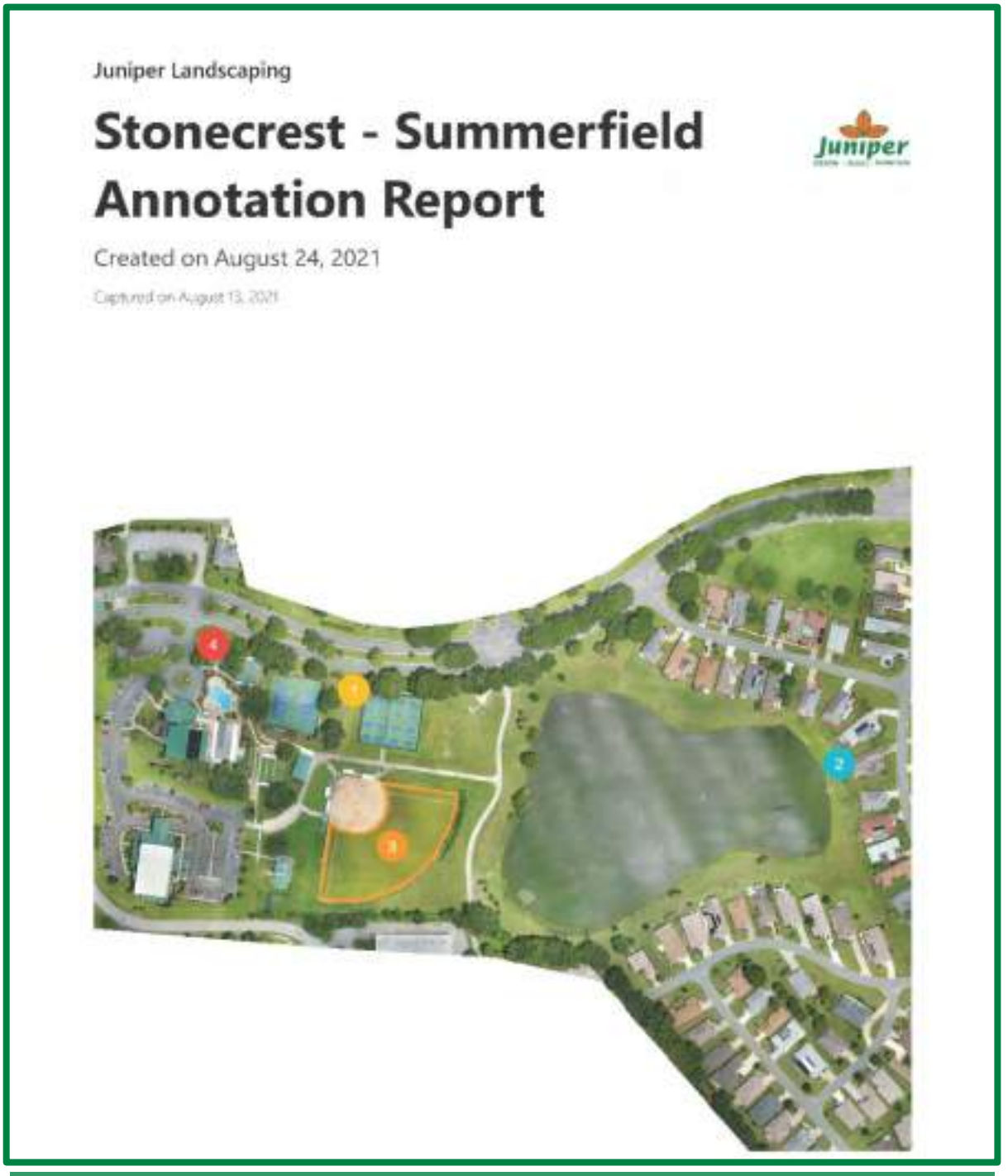
TRACK IMPROVEMENTS SIDE-BY-SIDE

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

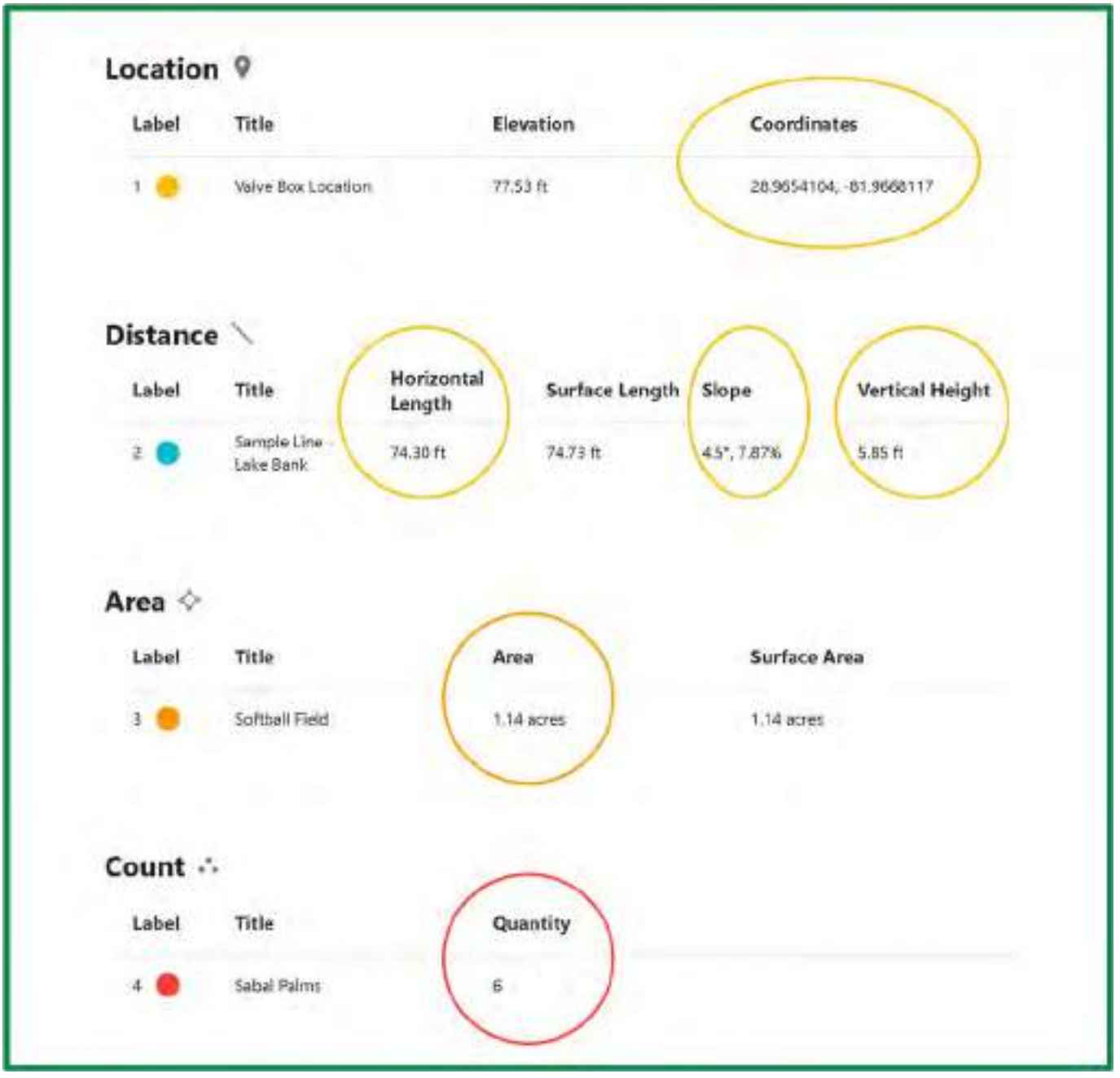
Captured on August 13, 2021

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

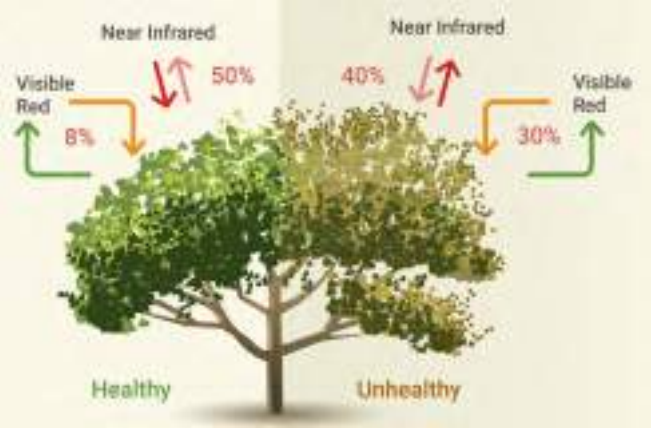
The tools within Juniper Mapping provide on-demand information like GPS coordinates, slopes/vertical heights, accurate area measurements plus the ability to catalog /inventory trees or other community assets.

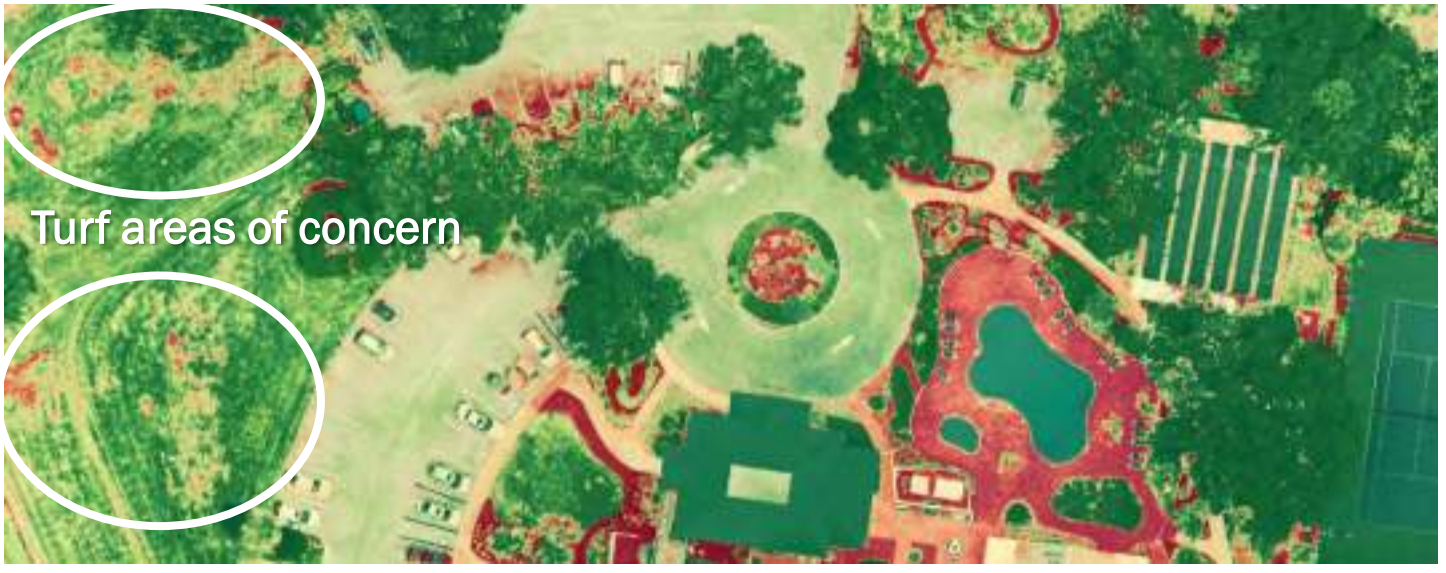
JUNIPER MAPPING

TOOLS

PLANT HEALTH ASSESSMENT

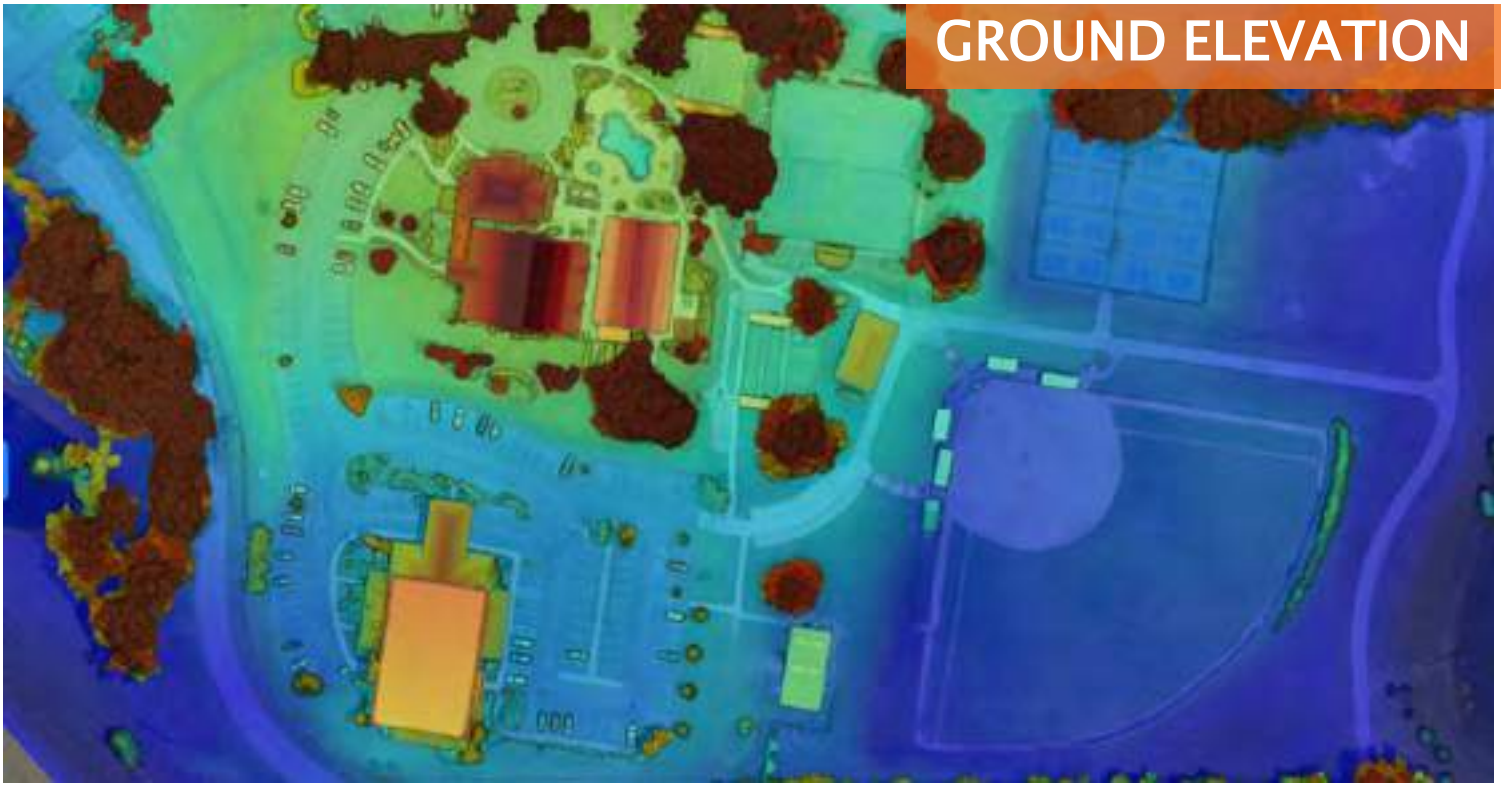
Healthy vegetation reflects more of certain types of light than unhealthy vegetation. Juniper Mapping creates a map that highlights differences within your area of interest.
This tool allows us to quickly identify areas of concern at start-up to begin treatments and track progress.





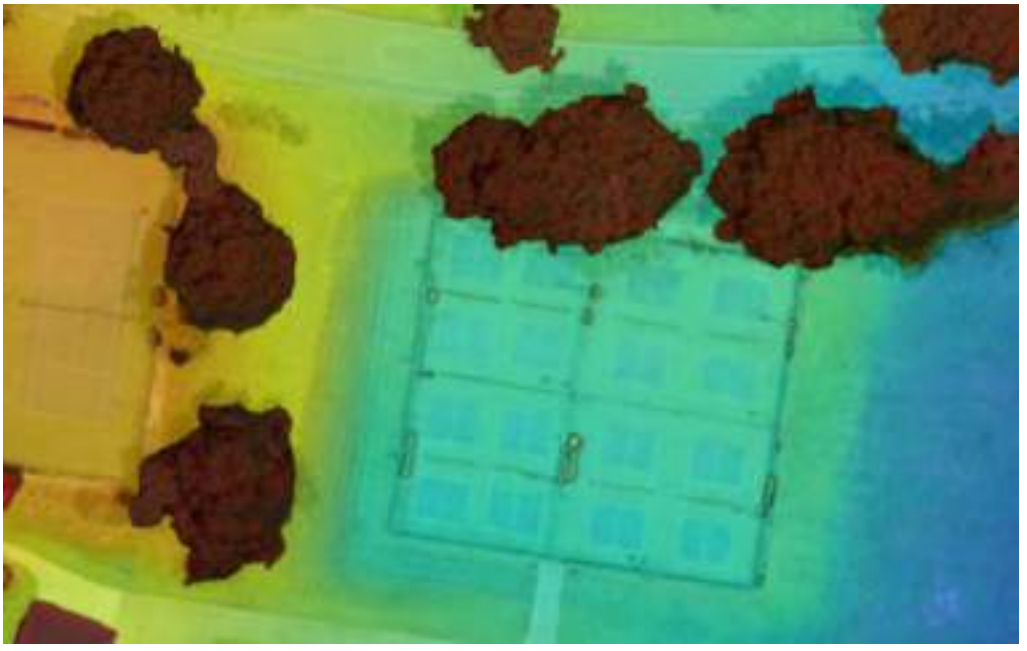
JUNIPER MAPPING

TOOLS



GROUND ELEVATION

Juniper Mapping provides a complete elevation map, allowing us to make better decisions when it comes to the draining and movement of water.

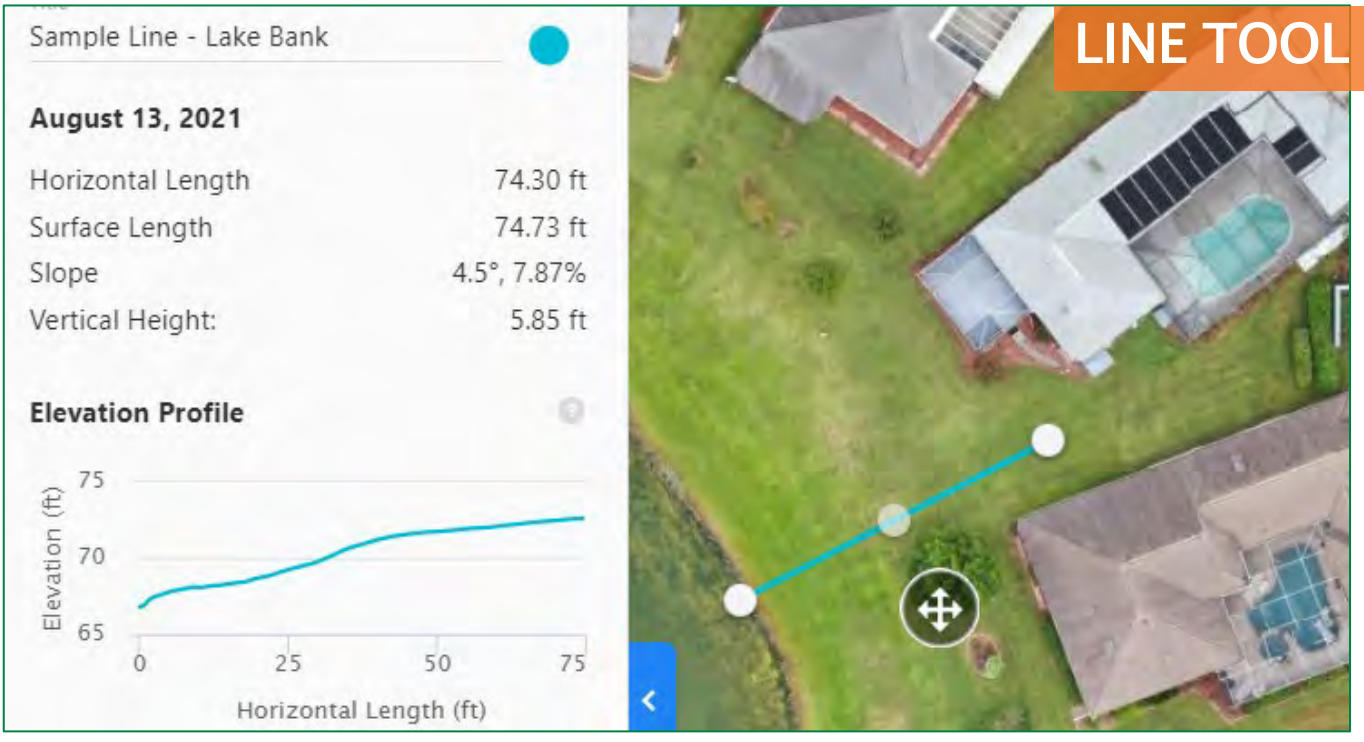


JUNIPER MAPPING

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.

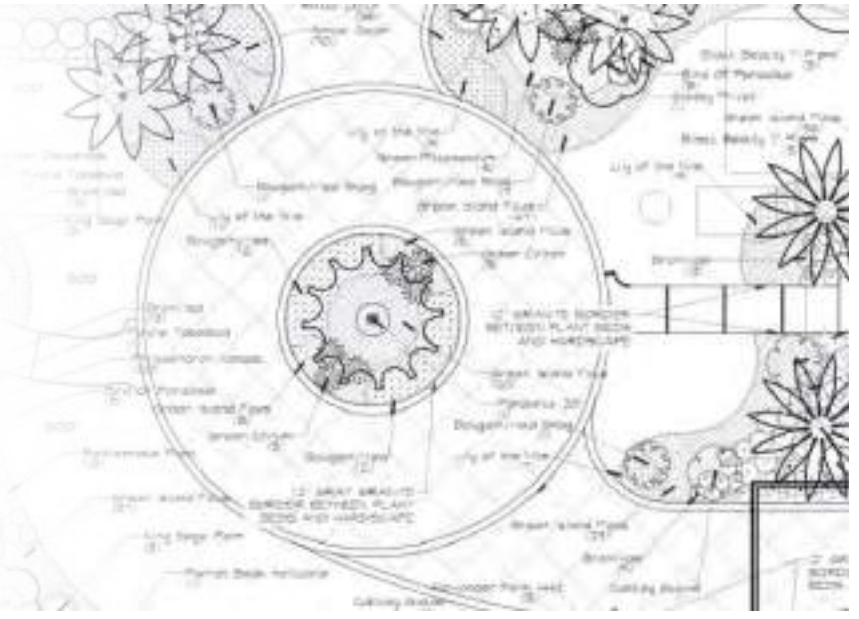
LANDSCAPE ARCHITECTURE

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. Hale

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant arboricultural competencies as supported by the ISA Credentialing Council

ANAB

FNGLA

CERTIFIED PROFESSIONAL HORTICULTURE

The Florida Nursery, Growers & Landscape Association

Confers on

Nicholas Salerno H69 09432

The Title of

FNGLA Certified Horticulture Professional (FCHP)

State of Florida

Department of Agriculture and Consumer Services

Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

CHRISTOPHER CARL RICHARDS

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.

FNGLA

CERTIFIED PROFESSIONAL HORTICULTURE

The Florida Nursery, Growers & Landscape Association

Confers on

Kyle Leverette H62 12112

The Title of

FNGLA Certified Horticulture Professional (FCHP)

dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE IRRIGATION SPECIALTY CONTRACTOR NAMED IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STANLEY, DARRELL EUGENE

LICENSE NUMBER: SCC131152351

EXPIRATION DATE: AUGUST 31, 2022

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

QUALIFICATIONS

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

QUALIFICATIONS

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
INSURED JUNIP-1 Juniper Landscaping of Florida, LLC and each of its subsidiaries 5880 Staley Road Ft. Myers FL 33905	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 :

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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL0019848	7/11/2017	7/11/2018	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 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA100015500	7/11/2017	7/11/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ NIL			UMB100015501	7/11/2017	7/11/2018	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			76333	7/1/2017	7/1/2018	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
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

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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

PORTFOLIO: CUSTOM DESIGN

CONNORS RESIDENCE

PORTFOLIO: CUSTOM DESIGN

THE BOATHOUSE

PORTFOLIO: CUSTOM DESIGN

KOOP RESIDENCE

DESIGN SAMPLES

COMPUTER RENDERINGS

Juniper
DESIGN - BUILD - MAINTAIN

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**

1.888.RED.TREE

www.redtreelandscapesystems.com

service@redtreelandscape.systems

redtree
Landscape 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!

@redtreelandscapesystems

PROPOSAL DIRECTORY

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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 Irrigation Excluded $ 238,000.00 Yr.

Excluding Irrigation already included in Part 4.

PART 2

Fertilization (All labor and materials) **$ 45,000.00 _____ 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 + PreM	1	3000	$ 3,900.00
April	Soluble Nitrogen	0.5	1500	$ 1,950.00
May	Slow Release Nitrogen	1	3000	$ 3,900.00
July	Fe Foliar	0.5	1500	$ 1,980.00
August	Slow Release Nitrogen	1	3000	$ 3,900.00
October	Complete fert + PreM	1	3000	$ 3,900.00

PASPALUM (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert + PreM	1	500	$ 650.00
April	Soluble Nitrogen	0.5	250	$ 325.00
May	Slow Release Nitrogen	1	500	$ 650.00
July	Complete fert	1	500	$ 650.00
August	Fe Foliar	0.5	250	$ 325.00
September	Slow Release Nitrogen	1	500	$ 650.00
November	Complete fert + PreM	1	500	$ 650.00
March	Complete fert + PreM	1	500	$ 650.00

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert + PreM	1	2500	$ 3,750.00
April	Soluble Nitrogen	0.5	1250	$ 1,875.00
June	Fe Foliar	0.5	1250	$ 1,875.00
August	Slow Release Nitrogen	1	2500	$ 3,750.00
October	Complete fert + PreM	1	2500	$ 3,750.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	Complete fert	5	1250	$ 1,462.50

June	Complete fert	5	1250	$ 1,462.50
October	Complete fert	5	1250	$ 877.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8N-0P2O5-12K2O+4Mg	1.5	550	$ 702.00
June	8N-0P2O5-12K2O+4Mg	1.5	550	$ 702.00
September	8N-0P2O5-12K2O+4Mg	1.5	550	$ 682.00
November	8N-0P2O5-12K2O+4Mg	1.5	550	$ 682.00

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

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) **$ 8,400.00**
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)

$ 200 / palm /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)
TBD	**TBD**	**TBD**	**$50.00**	**$200.00**

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. $ **_3,500.00**_____ / 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) **$ 30,000.00**
/Yr.

PART 5

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

500 CY Medium Pine Bark Mulch per specs for top-dressing at $ **70.00**/CY

Installation of Pine Bark Mulch (medium) (All labor and materials) $ **35,000.00**
/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

ART 6

Annual Installation (All labor and materials)
The District reserves the right to subcontract any annual installation event to an outside vendor
1,625
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 (1,625 annuals per rotation

$ **4,468.75** _____ /rotation

$ **17,875.00** _____/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)

$ 321,400.00 /Yr.

FIRST ANNUAL RENEWAL /Yr. $ **321,400.00**

SECOND ANNUAL RENEWAL _____/Yr. $ **321,400.00**

THIRD ANNUAL RENEWAL _____/Yr. $ **321,400.00**

Contractor/Firm Name **RedTree Landscape Systems LLC**

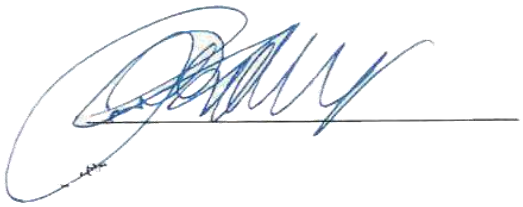
Firm Address **5532 Auld Lane**

City/State/Zip **Holiday FL 34690**

Phone Number **(727) 919-3915** Fax Number **(727) 922-2298**

Name and Title of Representative **Peter Lucadano**
(Please Print)

Representative's Signature



Date **June 16, 2025**

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

1. **None** 2. _____ 3. _____ 4. _____ 5. _____

Dated this **16th** day of **June**, 2025

redtree
Landscape Systems

HURRICANE OR LARGE SCALE STORM
EMERGENCY RESPONSE PLAN

Before The Storm

- **If your irrigation system is fed off of a well, we will shut your pumps down to prevent any mainline leaks that could develop from storm damage through the storm.**

- **We are assuring internally that we are well-equipped and stocked to handle post-storm response in an effective and orderly manner.**

Storm Emergencies

- **We will attempt to inspect your property as soon as we are physically able to do so. We also will be accessible to receive emergency phone calls from you or your authorized representatives to address the following emergency scenarios:**

    - **Fallen trees blocking roadways.**
    - **Fallen trees blocking walkway access to homes.**
    - **Fallen trees on homes / structures.**
    - **Fallen trees on vehicles.**
    - **Irrigation break involving running water / flooding.**

- **In order to report any one of the above-stated emergency scenarios, please assure that an authorized person representing your property contact:**
    - **Pete Lucadano: (727) 919-3915**
    - **David Lucadano: (727) 919-3913**
    - **Ben Garland: (727) 810-4253**
    - **John Burkett: (727) 267-2059**
    - **FOR IRRIGATION EMERGENCIES: Matt Olson (7237) 200-1714**

After The Storm

After the storm has left our area and conditions are safe for our staff to access allowable areas, we will immediately begin the process of inspecting properties and addressing service in a three-phase manner as follows:

PHASE 1 - EMERGENCIES (as listed above): Fallen trees will be cut and safely stacked close to the area of origin. Crews will then move on to address the next emergency until we are assured that all emergency scenarios on each of our client properties are addressed.

PHASE 2 - LARGE AESTHETICS: Fallen trees throughout the property that are not considered emergencies will either be re-planted / staked or removed, cut up and stored in piles located in safe locations throughout the property. This process will be performed in order of need until we are assured that all such needs on each of our client properties are addressed.

PHASE 3 - AESTHETICS: Small debris, branches and necessary blowing will be performed throughout the property. Debris will be stacked in piles located in safe locations throughout the property. This process will be performed in order of need until we are assured that all such needs on each of our client properties are addressed.

PHASE 4 - DEBRIS PICK-UP: As a last step in the storm clean-up process, debris piles will be removed from the property.

Project Component	Description
Emergency Storm Response	• Immediate emergency response team to remove trees from blocking streets, sidewalks and doorways. • Immediate emergency response team to remove trees off of structures or vehicles. • Crew will cut and stack debris in a safe location for removal at a non-emergency time. • Crew consists of (3) skilled arbor care specialists, a large grapple loader, a chipper, an aerial device, dump trucks and all necessary chainsaws / roping systems. • A Certified Arborist will direct the crew and be onsite to document conditions for insurance claims.
Post-Storm Property Service Recovery (Arbor Care)	• Post-emergency removal of fallen trees. • Post-emergency removal of large fallen debris. • Post-emergency stump grinding. • Includes debris removal, hauling fees and dumping fees. • Crew consists of (3) skilled arbor care specialists, a large grapple loader, a chipper, an aerial device, dump trucks and all necessary chainsaws / roping systems. • A Certified Arborist will direct the crew and assure that all damaged trees are properly assessed for hazard declarations or restorative pruning instruction.
Post-Storm Property Service Recovery	• Post-emergency removal of fallen light to medium debris. • Blowing of all hard surface areas. • Includes debris removal, hauling fees and dumping fees. • Crew consists of (6) grounds maintenance specialists. • Note that this work can be traded for scheduled / contracted grounds maintenance services if the Client so chooses.

COMPANY HISTORY

David and Peter Lucadano (owners of RedTree Landscape Systems) have served Florida's Green Industry for over forty years respectively. Formerly known as "The Luke Brothers," David and Peter built one of the largest landscape contracting firms in the United States (*Luke Brothers Landscape Services* was rated one of the America's Top 100 Largest Landscape Firms by *Lawn & Landscape Magazine*). After building their *Luke Brothers Landscape Services*, the brothers received a lucrative offer to sell their company to a national firm.

Due to their credentials and experience in the industry, David and Peter have operated as industry consultants for the past several years after selling their landscape company. However, their deep love of the Green Industry and their ability to lead led them to resume their partnership and create *RedTree Landscape Systems* several years ago. *RedTree Landscape Systems* continues the long legacy of serving the Tampa Bay Area Green Industry by providing the "best of the best" employees who worked for the brothers for many years. By implementing the systems that were proven to be successful and effective on large-scale community association properties, the *RedTree Landscape Systems* team has successfully built a strong clientele and a stellar local reputation for performance.

redtree
Landscape Systems

ORGANIZATIONAL CHART 2025

BERRY BAY CDD

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

1. Personnel & Distance to Shop (20 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.	Peter Lucadano	40+	CEO / Owner	Operations & Finance
2.	David Lucadano	40+	President / Owner	Operations & Management
3.	Kevin Smith	30	Landscape Manager	Landscape Operations
4.	Benjamin Garland	20	General Manager	Oversees Scope of Services
5.	John Burkett	50+	Crew Operations Supervisor	GM Operations Supervision

Proposed Staffing Levels

Landscape Maintenance staff will include 39 laborers, 12 supervisors, and 16 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.	Juan Flores	20	Landscape Install Supervisor	Landscape Crew Supervision
2.	Martin Flores	21	Lead Arborcare Supervisor	Arborcare Supervision
3.	Tommy Wilson	30	Florida Licensed Applicator	PC / Fert Supervision
4.	Matt Olson	40+	Irrigation Manager	Irrigation Supervision
5.	Kevin Smith	30	Landscape Manager	Landscape Management / Design

2. <u>Experience</u> (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: Lakeshore Ranch CDD - Land O'Lakes, FL

Contact: Michael Sakellarides Contact Phone: (813) 565-4663

Project Type/Description: Community Development District

Dollar Amount of Contract: $200K

Your Company's Detailed Scope of Services for Project:

Grounds Maintenance, Fertilization, Pest Control, Irrigation, Landscaping, Seasonal Color and Arborcare

Duration of Contract: START DATE: 2022 END DATE current

2. Project Name/Location: The Preserve at Wilderness Lake CDD - Wesley Chapel, FL

Contact: Tish Dobson Contact Phone: (813) 758-4841

Project Type/Description: Community Development District

Dollar Amount of Contract: $260K

Your Company's Detailed Scope of Services for Project:

Grounds Maintenance, Fertilization, Pest Control, Irrigation, Landscaping, Seasonal Color and Arborcare

Duration of Contract: START DATE:**2017** END DATE: Current

3. Project Name/Location: Westchase CDD - Tampa, FL

Contact: Dave Sylvanowicz Contact Phone: (813) 920-4268

Project Type/Description: Community Development District

Dollar Amount of Contract: $850K

Your Company's Detailed Scope of Services for Project:

Grounds Maintenance, Fertilization, Pest Control, Irrigation, Landscaping, Seasonal Color and Arborcare

Duration of Contract: START DATE: 2024 END DATE current

4. Project Name/Location: Deerbrook CDD - Wesley Chapel, FL

Contact: Lynn Hayes Contact Phone:

Project Type/Description: Community Development District

Dollar Amount of Contract: $180K

Your Company's Detailed Scope of Services for Project:

Grounds Maintenance, Fertilization, Pest Control, Irrigation, Landscaping, Seasonal Color and Arborcare

Duration of Contract: START DATE: 20224 END DATE current

5. Project Name/Location: The Verandahs CDD - Hudson, FL

Contact: Sean Craft Contact Phone: (813) 994-1001 x 7858

Project Type/Description: Community Development District

Dollar Amount of Contract: $130K

Your Company's Detailed Scope of Services for Project:

Grounds Maintenance, Fertilization, Pest Control, Irrigation, Landscaping, Seasonal Color and Arborcare

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: **Concord Station CDD**

Contact: Patricia Thibault Phone: (407) 221-9153 $ amt.: **300K**

Your Company's Detailed Scope of Services for Project:
Grounds Maintenance, Fertilization, Pest Control, Irrigation, Landscaping, Seasonal Color and Arborcare

Duration of Contract: START DATE: 2024 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. <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)

LANDSCAPE MAINTENANCE PROGRAM STAFFING PLAN

Service	Assigned Staff	Days	Per	Work Description
Mowing	21	4	Month	Mowing, edging and line trimming of all turf areas. Includes debris and trash pick up and blowing of all hard surfaces.
Detail	12	12	Month	Shrub pruning, tree canopy elevations, planter bed weeding and herbicide application in all planter beds and pavement joints. Includes debris and trash pick up, removal and dumping.
Pest Control & Fertilization	2	2	Month	Fertilization and pest control for all ornamentals, palm trees and turf areas. Includes all necessary service calls at no additional charge.
Irrigation	4	12	Year	Comprehensive irrigation management checks on all common area and individual home irrigation systems. Includes service calls received througout the week and monthly reports generated post inspection.
Arbor Care	3	4	Year	Trimming and booting of all palm trees, and structural elevation of all hardwood tree canopies. Includes any special pruning and removal projects that are out of the scope of the contract.
Mulch Installation	6	8	Year	Installation of designated mulch material in all existing planter beds at a potential frequency of (2) mulching events per year.
Annuals	4	4	Year	Installation of seasonal color in all designated annual beds at a potential frequency of (4) installation rotations per year.
Account Management	2	52	Weeks	Consistent oversight of quality and field production, and interaction with District Management to assure expedited proposal submittals and efficient execution of requests.
Administrative Staff	8	52	Weeks	Live staffed Service Desk to accommodate any work order submitted by District Management and assure quick assignment of work task, communication of task being completed and supplemental necessary details back to District Management.

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. <u>HAND PULLING MUST BE PERFORMED</u>.**

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.

CONTRACTOR RESUME

About the Owners

David and Peter Lucadano have served Florida's Green Industry for the past forty years respectively. Formerly known as "The Luke Brothers," David and Peter built one of the largest landscape contracting firms in the United States (*Luke Brothers Landscape Services* was rated one of the America's Top 100 Largest Landscape Firms by *Lawn & Landscape Magazine*). After building their *Luke Brothers Landscape Services*, the brothers received a lucrative offer to sell their company to a national firm.

Due to their credentials and experience in the industry, David and Peter have operated as industry consultants for the past several years after selling their landscape company. However, their deep love of the Green Industry and their ability to lead led them to resume their partnership and create *RedTree Landscape Systems*. *RedTree Landscape Systems* continues the long legacy of serving the Tampa Bay Area Green Industry by providing the "best of the best" employees who worked for the brothers for many years. By implementing the systems that were proven to be successful and effective on large-scale community association properties, the *RedTree Landscape Systems* team has successfully built a strong list of clientele and a stellar local reputation for performance.

Management & Key Personnel

PETER LUCADANO (CEO)

- 40 Years of experience in the Green Industry
- Bachelor's Degree from Liberty University
- Master's Degree in Business Administration from the University of Phoenix
- International Certified Arborist
- Florida Certified Irrigation Contractor
- Florida Certified Pest Control Contractor (Lawn & Ornamental)
- Nationally Certified Landscape Manager (highest certification available in the Green Industry)
- Florida Certified Best Management Professional
- Florida Certified Horticulture Professional

DAVID J. LUCADANO (President)

- 40 Years of experience in the Green Industry.
- International Certified Arborist.
- Florida Certified Pest Control Contractor (Lawn & Ornamental)
- Florida Certified Landscape Contractor

SIMON CORONA (Lead Grounds Maintenance Supervisor)

- 21 years of experience in the Green Industry
- Has been employed by the owners for a combined 16 years
- Extensive landscape maintenance experience on large-scale properties

JUAN FLORES (Lead Landscape Installation Supervisor)

- 22 years of experience in the Green Industry

- Has been employed by the owners for a combined 19 years
- Landscape construction experience ranging throughout the southeast in hardscape and landscape installation

MARTIN FLORES (Lead Arbor Care Supervisor)

- 22 years of experience in the Green Industry
- Has been employed by the owners for a combined 19 years
- Extensive arbor care experience in all facets of work; worked through and after several major hurricanes on both coasts of Florida

MATT OLSON (Irrigation Manager)

- 25 years of experience in the Green Industry
- Has been employed by the owners for a combined 18 years
- Extensive knowledge in 2-wires systems and various pumping systems

ANTONIA DE LA CRUZ (Lead Floral Technician)

- 8 years of experience in the Green Industry
- Has been employed by the owners for a combined 5 years
- Extensive knowledge in floral arrangements, seasonal varieties and floral care

Equipment

RedTree Landscape Systems maintains a fleet of state-of-the-art, late-model landscape maintenance equipment and trucking fleet. Through their many years of commercial landscape maintenance experience, the brothers have learned which equipment lines and applications would best accommodate the District. The RedTree fleet is well-maintained, polished and available for inspection at any time.

Financial Capabilities and Resources

RedTree Landscape Systems is well-capitalized by the ownership group and private investors who had had a business relationship with the owners for many years. A $2MM credit line is always available for the capitalization and operation of the firm when and if necessary.

The company is currently on track to perform over $12MM in annual revenues, with an anticipated EBITDA well over 20%. The company Debt to Equity stands at 0.74, while the Current Ratio stands at a solid 1.69.

Ability to Comply with Standard Terms & Conditions (including Statement of Work)

RedTree Landscape Systems specializes in the successful operation of commercial landscape maintenance programs on large-scale homeowners' association properties. The ownership of *RedTree Landscape Systems* will be directly involved in the day-to-day assurance that all maintenance operations are performed in a manner that is both within the guidelines of the provided RFP and within the expectations of the many valued residents of the District.

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

PROPOSER: **REDTREE LANDSCAPE SYSTEMS, LLC** DATE: **JUNE 16, 2025**

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
76	Trucks	70	5532 Auld Lane Holiday FL 34690
56	Trailers	70	5532 Auld Lane Holiday FL 34690
31	Heavy Equipment	70	5532 Auld Lane Holiday FL 34690
110	Mowers	70	5532 Auld Lane Holiday FL 34690
525	Hand Tools	70	5532 Auld Lane Holiday FL 34690

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Landscape Systems

The New Standard in Landscape Maintenance

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EQUIPMENT LIST

TRUCKS

6	Ford F-150 Pick-Up Trucks
10	Ford F-250 Pick-Up Trucks
12	Ford F-350 Dump Trucks
18	Ford F-450 Dump Trucks
5	Ford F-550 Dump Trucks
4	Ford F-700 Dump Trucks
5	Isuzu NPR Dump Trucks
2	Isuzu NPR Pest Control Tanker Trucks
1	Mack R-Model Water Tanker Truck
1	Mack F-Model Trailer Hauling Truck
12	Ford Transit Irrigation Vans
76	**TOTAL TRUCKS**

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The New Standard in Landscape Maintenance

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TRAILERS

18	20' Green Thumb Enclosed Trailers
14	24' Green Thumb Enclosed Trailers
8	16' Green Thumb Enclosed Trailers
4	12' Green Thumb Enclosed Trailers
6	20' Green Thumb Open Trailers
6	24' Big Tex Heavy-Duty Flatbed Trailers
56	**TOTAL TRAILERS**

redtree
Landscape Systems

The New Standard in Landscape Maintenance

1.888.RED.TREE

HEAVY EQUIPMENT

6	John Deere Skid Steers w/attachments
4	John Deere Front End Loaders
4	Vermeer 12" Diameter Wood Chippers
3	Nifty 60' Articulating Mobile Arial Lifts
3	Vermeer Stump Grinders
11	John Deere Gators
4	Mobile Fertilizer & Pesticide Applicators
31	**HEAVY EQUIPMENT**

redtree
Landscape Systems

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1.888.RED.TREE

LAWN MOWERS

5	36"	John Deere Stander Mowers
15	52"	John Deere Stander Mowers
17	60"	John Deere Riding Mowers
5	72"	John Deere Riding Mowers
14	48"	Ex-Mark Walk-Behind Mowers
18	52"	Ex-Mark Walk-Behind Mowers
28	60"	Ex-Mark Walk-Behind Mowers
6	60"	Scag Riding Mowers
5	48"	Walker Leaf-Vac Mowers
2	72"	John Deere Bushhog Tractors
110	**TOTAL MOWERS**	

redtree
Landscape Systems

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1.888.RED.TREE

HAND TOOLS

125	Stihl Line Trimmers
145	Stihl Stick Edgers
154	Stihl Back-Pack Blowers
83	Stihl Hand-Held Blower
112	Stihl Chain Saws / Power Pruners
4	Mobile Power Blowers
8	Stihl Plant Augers
515	**TOTAL HAND TOOLS**

redtree
Landscape Systems

JUNE 2023

BEST PLACES TO WORK | REDTREE LANDSCAPE SYSTEMS

Forest for the trees

At RedTree Landscape Systems, employees are motivated by more than just a paycheck as the company strives to put people first.

Assisting with the unexpected

Serving the Tampa Bay area with 120 employees, RedTree is dedicated to every person on its staff, and it shows through the company's growth. Revenue reached almost $8.2 million in 2022.

Pete says anyone can talk the talk when it comes to prioritizing employees, something he saw firsthand after selling his former business.

"The term 'people-centered' is so overused," he says. "A lot of people say that but having worked in that publicly traded company where they said all those things, but they behaved the exact opposite of that behind the scenes. They had all the nice promotional materials, but what's really important is the grassroots, behind-the-scenes involvement and focusing on our people and our team first."

Whether it's coordinating after-school childcare or eldercare for an employee in need, transportation assistance to appointments or providing financial literacy resources and counseling support, RedTree knows it's about more than cashing in a paycheck.

"There's a whole level of needs that people have that go beyond the basic, sterile employee/employer relationship," Pete says. "These folks have family needs. We try to maintain a very open mindset toward assisting and aiding our employees. We try to have a platform where we can do that."

Client Care Specialist Benjamin Garland says his RedTree family was there for him during the hardest time in his life.

"In 2019, my fiancée died in her sleep. She had epilepsy and wasn't feeling well," he says. "They helped pay for her cremation and the cost of that. They didn't have to do that. They also helped counsel me through it. It was a part of my life that really could've went haywire, but they kept inspiring me."

Pete says RedTree is always willing to lend a hand if it's possible.

"If an employee has vehicle problems, we'll assist in getting the car towed to our shop and we'll allow them to work on and repair our vehicles in our equipment shop. It saves them money and lets them use all our tools and air compressors and those things," he says.

But RedTree isn't just there for its employees during the tough times. Pete says the company is big on celebrations as well and holds quite a few employee appreciation events throughout the year.

"We're big on celebrations and celebrating their commitment to the company," he says. "We try to do different things. One Friday they'll come in and we'll have a big ice cream truck set up making them all custom ice creams. We tell them to bring their families by, too. It's the little things."

Senior Landscape Designer, Kevin Smith, says the culture at RedTree is palpable and the energized mentality is something everyone feeds off.

"The culture is the best I've ever been involved in," he says. "Everybody comes to work and they're happy. A lot of it has to do with how we're treated by the owners. They are really receptive on people making suggestions anywhere from ground guys to upper management — that's just huge."

Seeking out assessments

Having leadership throughout the company strive for an open-door policy and make such an effort to listen to everyone at every level is one of the most appreciated things at RedTree.

"There's things that us guys who aren't out in the field day-to-day anymore don't see," Smith says. "You can lose track of that. You have to be able to listen to the ground guys who are out there and if they have a suggestion on how to make something better, you definitely need to listen to them."

Pete says constant communication from top to bottom has always been a priority and a way to get the most out of RedTree's employees.

"Beyond that, we wanted to have a very personal approach with our people and empower our leaders," he says. "Empowerment of leadership is the things that's most often missed... ours is down to the supervisor level. We involve our supervisors on everything from job planning to people planning. They help craft and pick their crews, they help decide pay rates and they help decide bonuses and merit increases.

"It allows them to take ownership and pride in how the company's run, and on our end, it allows us to have supervisors who are truly invested in the crew they roll out the gates with every day," Pete adds.

Garland, who has been in the industry for over 35 years, says he really appreciates the open dialogue at RedTree. He adds it helps foster a united front as well when employees know their voices are being heard.

"I've worked for companies where you pull over to the side to take a drink of water, and the next thing you know, you have an account manager watching you and you're just not trusted," he says. "That's not the situation at RedTree. That trust level makes for a better workplace and makes for a better work ethic in our employees."

Pete says this high level of communication starts from the very beginning — the interview process.

"No one is hired at this company, at any level, without a personal interview with the owners," he says. "I really want to develop an understanding of people as individuals."

Garland adds he's learned from the Lucadano brothers over the years, and this has helped him serve his crews better.

"I try to approach the guys with kindness and love because that's how Dave and Pete have taught me," he says. "They are literally my role models and mentors."

Pete says he believes it's that insistence to check in and have regular conversations with everyone at all levels of the company that contributes to a business' success or failure.

"Without that team, especially in the green industry, the equipment will just sit, and the trucks will stay parked," he says. "You can have all the resources in the world, but if you don't have people that are very good at what they do and have the right attitude, mindset and commitment to the company, it doesn't matter."

Providing the right tools

Investing in good, quality equipment is another reason RedTree earns employees' loyalty.

In fact, Smith says it was a driving factor for him when he chose to join the team.

"They were really my style," he says. "I've always been big on quality and keeping equipment up and trucks up and keeping that image alive. There's a lot of landscape companies that fall short with that."

Garland agrees, saying before RedTree, he witnessed companies giving their crews subpar equipment and expecting miraculous work.

"I've worked for companies who had stuff held together with duct tape and glue," he says. "They'd never fix anything. RedTree is constantly putting money back into the business."

Pete admits the company spends a lot on upgrading to the newest equipment and even maintaining older equipment.

"Each day we are meeting with our supervisors morning and evening to hear how the equipment performed, what needs to be taken offline and fixed, and all that," he says.

Pete adds the reason behind the investment is to ensure employees have what they need to make their jobs easier and more enjoyable.

"Equipment support is a huge factor in the green industry in terms of employee satisfaction," he says. "When you're working out in 100-degree heat on long days and you have equipment that won't run and you need certain tools and don't have them, and then go in at the end of the day and tell your employer and nothing changes — that's demoralizing."

Still, Dobson says some of her favorite interactions with the RedTree team have been off the clock, like when they volunteer to parade Santa around the communities during the holiday season.

She explains it all started when the firetruck she rented one year canceled last minute.

"We were two weeks out from Santa driving down the boulevard waving to kids and now I don't have a firetruck," she recalls.

Dobson says she called Pete in a panic thinking RedTree could escort Santa in a truck or something. But lo and behold, the brothers actually had a firetruck of their own they could use for the festivities.

The best part? Dobson says the RedTree team volunteered for free.

"I know what fuel costs to run a firetruck," she adds. "Since then, all the other communities want that, too. All these years, RedTree has been parading Santa around."

The annual event is a big deal for employees, too, who gladly volunteer their time to help out.

"Their community spirit is unmatched," Garland says of RedTree. "We have the privilege of doing those Christmas hayrides and parades with Santa…I enjoy doing that stuff and look forward to it all year. To see the kids have so much fun is amazing."

The author is assistant editor with Lawn & Landscape magazine.

MEDIUM EMPLOYER CATEGORY (50 - 99 US/CA EMPLOYEES)		
Rank	Company Listing	US/CA Employees
1	RedTree Landscape Systems	79
2	Gras Lawn	58
3	The Pattie Group	55
4	Reinhart Landscaping & Snow	79
5	Chalet Landscape	80
6	Garden Design	79
7	GOLD Landscape	85
8	Green Garden Group	58
9	Heath Outdoor LLC	50
10	Coloradoscapes	59

The New Standard in Landscape Maintenance
1.888.RED.TREE
www.redtreelandscapesystems.com
5532 Auld Lane, Holiday FL 34690

MANAGEMENT PHILOSOPHY & STYLE

Account Management

The owners of RedTree Landscape Systems believe in a different operational philosophy than most landscape contractors. While most landscape companies spend money on middle management positions, RedTree has found that eliminating middle management, offering direct oversight to our properties and spending "management" wages on the actual crew leadership that is on the property each day. In this fashion, the crew leaders take true ownership of their properties due to their lucrative income and path of career progress offered by RedTree. In doing so, our crew supervisors are recognized as being "the best of the best" in the industry.

Management Philosophy

The owners of RedTree will maintain a distinct presence on the property throughout the course of the month. Additionally, veteran, dedicated staff will be assigned to perform the day-to-day functions of grounds maintenance on your property. The following bullet points will outline the *RedTree Landscape Systems* philosophy toward delivering systematic, sustainable and consistent results to your community:

- A grounds maintenance crew of approximately six (6) people would be working on your property during select days of service.
- The assigned grounds maintenance crew would be entirely "cross-trained" in the performance of mowing and "detailing" (plant material trimming, weeding and herbicide application) operations.
- The crew would function on a multiple day rotation of mowing, trimming plant material and applying weed control products in planter beds and on pavement joints to accomplish the complete mowing and "detailing" of all areas mowed.
- All areas serviced would be inspected weekly by ownership to assure that all green waste is removed, that grounds maintenance functions have been performed property and to inspect for any visible turf deficiencies.

Management Style

As has been aptly requested, management "style" is an essential component of both delivering superior service and separating one contractor from another. Below are several key aspects of the *RedTree Landscape Systems* management style that will be incorporated into the District landscape maintenance program:

- **OWNERSHIP INVOLVMENT:** Just as a top chef cannot expect consistent results if he is not in his kitchen, so the *RedTree Landscape Systems* ownership has identified the fact that ownership needs to be involved on a ground-level in a successful landscape maintenance program. You can expect to see an owner of *RedTree Landscape Systems* be on the property no less than weekly, as well as participating in the monthly landscape inspection tours of the program. The adage: "You can't expect what you don't inspect" is a very essential part of the ownership philosophy and style at *RedTree Landscape Systems.*

- **EMPOWER FIELD MANAGEMENT:** It is important that our Grounds Maintenance Foreman is both empowered and supported in his daily oversight of the landscape program. Our Grounds Maintenance Foreman will have authorization to perform important financial transactions, such as offering credits, warranties, pay raises for staff and reduced pricing considerations. Our leadership must be a key contributor to the decision-making process; while also having the comfort level that ownership is an arm's length away to act as support or lend a helping hand when needed.

- **TREAT OUR PEOPLE WELL:** There is a reason that most of the employees on staff at *RedTree Landscape Systems* have worked for this ownership team for 15 to 20 years – they are treated with value and respect. From paying top performers top level pay to offering strong benefits to providing Holiday bonuses, our people are the most powerful and valuable aspect of our company. After many years in the industry, the ownership knows that a landscape company is essentially only a garage full of equipment without the separating aspect of the great people that are operating them.

- **CONCIERGE SERVICE:** No one in this bidding process has more experience in providing concierge level landscape service to Tampa Bay homeowners than the *RedTree Landscape Systems* team. The objective of field management and supervision will be to accommodate resident concerns related to the landscape program prior to them having to hit the manager's desk. From doing a good job initially to cleaning up generated debris properly, many resident concerns can be alleviated by simply assuring a quality work product.

- **TAKE CARE OF OUR EQUIPMENT:** The presence of landscape contractors on property should enhance property values, not detract from them. When landscape contractors bring broken-down, dirty and failing trucks on a property, they give the industry a bad reputation. The *RedTree Landscape Systems* way is carefully designed to provide brand recognition through shiny red trucks, well-maintained equipment and clean maintenance routines. When the owners of *RedTree Landscape Systems* have seen other landscape contractors fail to properly maintain their own fleet throughout the years, it always was a true conclusion that those contractors would eventually fail to property maintain their client's landscapes.

We are confident that the application of the *RedTree Landscape Systems* approach will make a profound and positive impact on your landscape program for many years to come.

OCCUPATIONAL LICENSE

PASCO COUNTY BUSINESS TAX RECEIPT

2025
Expires September 30th

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

ACCOUNT #: 105879

SIC CODE: 0781.01

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

TYPE OF BUSINESS
LANDSCAPING SERVICE

STATE LICENSE # /or COUNTY COMP CARD #

REDTREE LANDSCAPE SYSTEMS LLC

5532 AULD LANE
HOLIDAY, FL 34690

OWNER/QUALIFYING AGENT
LUCADANO PETER

LOCATION ADDRESS:
5532 AULD LANE
HOLIDAY, FL 34690

DATE	RECEIPT	AMOUNT
07/05/2024	24-0-127438	70.00

FINANCIAL CAPABILITIES AND RESOURCES

RedTree Landscape Systems LLC is a well-capitalized company, privately owned by Peter and David Lucadano.

- We are not a publicly traded company, and we have no equity investors or partners.
- Our debt ratio is low which allows us to purchase materials and assets by cash, when needed.
- We maintain excellent credit and credit lines with all our suppliers and vendors.
- We have over 2 million dollars in credit lines available to us through Ford Motor Credit and John Deere Company, to allow for truck and equipment purchases when necessary.
- All our payroll and payroll taxes are paid on a weekly basis.
- Our federal and state income taxes for our business are paid on a quarterly basis.

For more information on our financial capabilities and status, please feel free to contacts us or our CPA.

Nancy Leins, CPA
(813) 760-5112
nancyleinscpa@gmail.com

CERTIFICATE OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/2/2025

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
Higginbotham Insurance Agency, Inc.
91 Lake Morton Drive
Lakeland FL 33801

CONTACT NAME: Crystal Ayers
PHONE (A/C, No, Ext): 863-688-0495 FAX (A/C, No): 863-688-4344
E-MAIL ADDRESS: scahlcertificates3lakeland@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners Insurance Company	10190
INSURER B : Auto-Owners Insurance Company	18988
INSURER C : RetailFirst Insurance Company	10700
INSURER D :	
INSURER E :	
INSURER F :	

LocID#: 2081754

INSURED
RedTree Landscape Systems, LLC
6032 Auld Lane
Holiday FL 34690

COVERAGES CERTIFICATE NUMBER: 473514708 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			72256806	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			5206530501	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			5206530502	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			5206530705	10/5/2024	10/5/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Coverage Illustration

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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COMPLETED W-9 FORM

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

RedTree Landscape Systems, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . **S** . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

5532 Auld Lane

Requester's name and address (optional)

6 City, state, and ZIP code

Holiday, FL 34690

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	2	–	3	5	9	1	4	5	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here — Signature of U.S. person *Peter Lucadano* Date **March 20, 2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

IRRIGATION CONTRACTORS LICENSE (COUNTY OF ORIGIN)

PASCO COUNTY
BUILDING CONSTRUCTION SERVICES DEPT.
CONTRACTOR LICENSING

PASCO COUNTY FLORIDA

C.C. # LSS-08912

Name: PETER LUCADANO

Contractor Type: PC Irrigation

Business Name: **REDTREE LANDSCAPE SYSTEMS LLC**
5532 AULD LANE, HOLIDAY, FL 34690

UNDER SECTION 18 PASCO COUNTY CODE CHAPTER 18, ARTICLE 4, HAS MET THE PROVISIONS FOR A CERTIFICATE OF COMPETENCY EXPIRING 09/30/2026

09/16/2024
DATE

PEST CONTROL & FERTILIZATION LICENSES

Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
Limited Urban Commercial Fertilizer Applicator
Certificate # LF203707

LUCADANO, PETER
1746 nodding thistle drive
new port rickey, FL 34655

Category
LF

Issued: 05/30/2025 **Expires: 04/22/2029**

Signature of Certificateholder WILTON SIMPSON, COMMISSIONER

The above individual is certified under the provisions of Chapter 482, F.S.

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
June 26, 2024	**JE62681**	**May 31, 2025**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **May 31, 2025**

AT

REDTREE LANDSCAPE SYSTEMS
HOLIDAY, FL 34690

Certified Operator

PETER LUCADANO
REDTREE LANDSCAPE SYSTEMS
5552 AULD LANE
HOLIDAY, FL 34690

WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
June 26, 2024	**JE62680**	**May 31, 2025**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **May 31, 2025**

AT

REDTREE LANDSCAPE SYSTEMS
HOLIDAY, FL 34690

Regular

DAVID JOHN LUCADANO
REDTREE LANDSCAPE SYSTEMS
5532 AULD LANE
HOLIDAY, FL 34690

WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
June 26, 2024	**JB273633**	**May 31, 2025**

THE **PEST CONTROL COMPANY FIRM** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **May 31, 2025**

AT

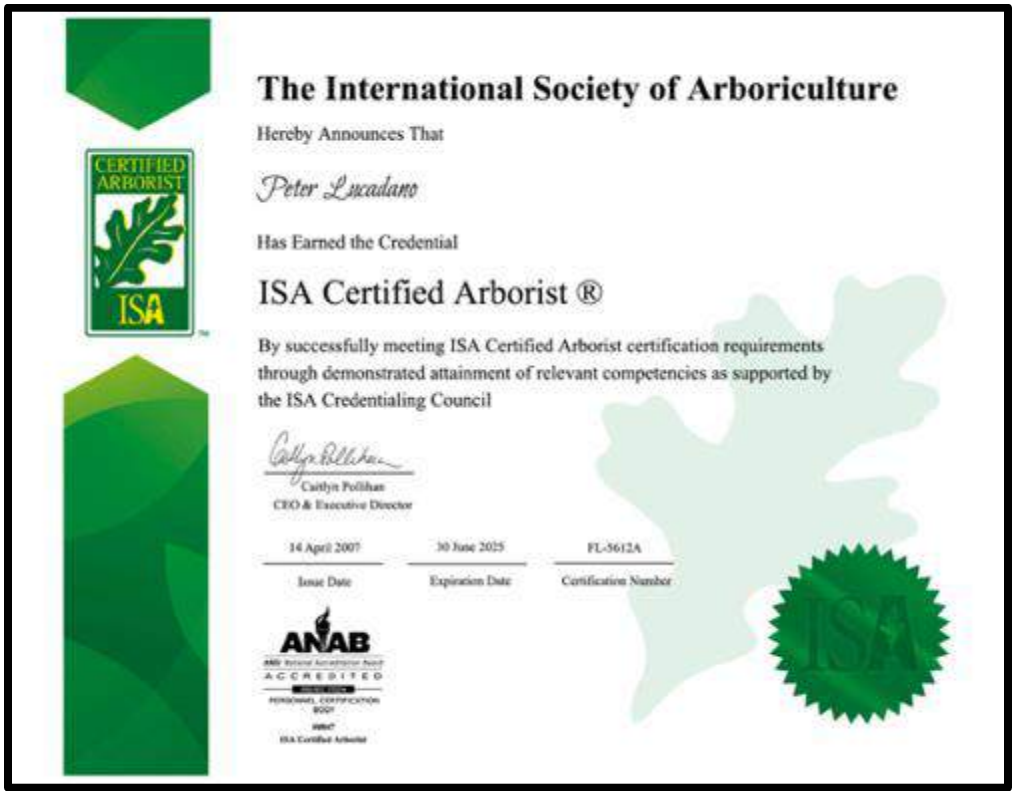
5532 AULD LANE
HOLIDAY, FL 34690

Lawn and Ornamental

REDTREE LANDSCAPE SYSTEMS
5532 AULD LANE
HOLIDAY, FL 34690

WILTON SIMPSON, COMMISSIONER

CERTIFIED ARBORIST DESIGNATIONS



The International Society of Arboriculture

Hereby Announces That

Peter Lucadano

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 Pollihan
CEO & Executive Director

14 April 2007	30 June 2025	FL-5612A
Issue Date	Expiration Date	Certification Number

ANAB
ACCREDITED
ISO/IEC 17024
PERSONNEL CERTIFICATION BODY
ISA Certified Arborist

ISA

The International Society of Arboriculture

Hereby Announces That

Peter Lucadano

Has Earned the Credential

ISA Tree Risk Assessment Qualification

By successfully meeting ISA Tree Risk Assessment Qualification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

31 March 2015	05 April 2020
Issue Date	Expiration Date

ISA

BEST MANANGEMENT PRACTICES

UF IFAS
UNIVERSITY of FLORIDA

GV3548-1
Certificate #
GV3548
Trainee ID #

Certificate of Training
Best Management Practices
Florida Green Industries

Peter Lucadano

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer	D. Rainey	10/21/2008	DEP Program Administrator
	Instructor	Date of Class	

Not valid without seal

UNIVERSITY OF FLORIDA
IFAS EXTENSION

GV4001-1
Certificate #
GV4001
Trainee ID #

Certificate of Training
Best Management Practices
Florida Green Industries

The undersigned hereby acknowledges that

David Lucadano

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Dr. L.E. Trenholm	Trenholm	1/27/2009	DEP Program Administrator
Issuer	Instructor	Date of Class	

Not valid without seal

FNGLA CERTIFICATIONS

FNGLA
CERTIFIED PROFESSIONAL
HORTICULTURE

The Florida Nursery, Growers & Landscape Association
Confers on

Peter Lucadano

H05549

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 12/31/2027
Certified Since: 12/10/2003

FNGLA
CERTIFIED PROFESSIONAL
HORTICULTURE

The Florida Nursery, Growers & Landscape Association
Confers on

David Lucadano

H05548

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 12/31/2027
Certified Since: 12/10/2003

FNGLA
CERTIFIED PROFESSIONAL CONTRACTOR

The Florida Nursery, Growers & Landscape Association
Confers on

David Lucadano
C00200

The Title of
FNGLA Certified Landscape Contractor (FCLC)

Expiration Date: 12/31/2027
Certified Since: 11/7/2001

Phil Buck, FNGLA President

Perry Holt, FNGLA Certification Director

FNGLA
CERTIFIED PROFESSIONAL HORTICULTURE

The Florida Nursery, Growers & Landscape Association
Confers on

Kevin Smith
H9356997

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 12/31/2025
Certified Since: 12/26/2022

Eric Smith, FNGLA President

Perry Holt, FNGLA Certification Director

LICENSE AS DEALER IN AGRICULTURAL PRODUCTS

State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **AD2671**
Issue Date: October 18, 2023
Expiration Date: October 1, 2024

POST CERTIFICATE CONSPICUOUSLY

License as Dealer in Agriculture Products

Section 604.15-604.30, Florida Statutes

REDTREE LANDSCAPE SYSTEMS LLC
5532 AULD LN
HOLIDAY, FL 34690-2203

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

landscape industry certified

E-Verify Enrollment Verification

Company Name
RedTree Landscape Systems, LLC

Doing Business As (DBA) Name

Company ID
2394954

Enrollment Date
Mar 01, 2024

Employer Identification Number (EIN)
823591450

Unique Entity Identifier (UEI)

DUNS Number
051315696

Total Number of Employees
100 – 499

NAICS Cod
811

Sector
Other Services (Except Public Administration)

Subsector
Repair and Maintenance

My Company is configured to:
Verify Its Own Employees

Physical Address
5532 Auld Lane
Holiday, FL 34690

Mailing Address
Same as Physical Address

DIVISION of CORPORATIONS
an official State of Florida website

Florida Limited Liability Company
REDTREE LANDSCAPE SYSTEMS LLC

Filing Information

Document Number	L17000248407
FEI/EIN Number	82-3591450
Date Filed	12/05/2017
State	FL
Status	ACTIVE

Principal Address

5532 AULD LANE
HOLIDAY, FL 34690

Changed: 02/04/2019

Mailing Address

5532 AULD LANE
HOLIDAY, FL 34690

Changed: 02/04/2019

Registered Agent Name & Address

LUCADANO, PETER
5532 AULD LANE
HOLIDAY, FL 34690

Address Changed: 02/07/2019

Authorized Person(s) Detail

Name & Address

Title CEO

LUCADANO, PETER
5532 AULD LANE
HOLIDAY, FL 34690

DUN & BRADSTREET REGISTRATION

The following is the Dun & Bradstreet D-U-N-S® Number for

REDTREE LANDSCAPE SYSTEMS LLC
5532 Auld Ln
Holiday, Florida 34690
727 919-3915

D-U-N-S number: 051315696

Uniting partners through exceptional

landscape services

UNITED

Land Services

Berry Bay Community Development District

Berry Bay Community Development District

Proposal

For

Landscape & Irrigation Maintenance

6.16.2025

Pricing Valid for 90 Days Upon Receipt

6.16.2025

Berry Bay CDD

c/o Inframark

RE: Landscape Maintenance & Irrigation Proposal

Dear District and Mr. Perez,

Thank you for considering United Land Services as your landscape maintenance service provider. We sincerely appreciate every opportunity presented to build a lasting relationship with our clients. Our proposal has been uniquely crafted to address your community's specific needs and expectations. We call this your *Community Road Map*™ because it was designed to illustrate the steps to take your community from its current state to one your residents will be proud of for years to come.

Included in your *Community Road Map*™ you will find the following sections:

- **Company History:** Information about our company's experience, capabilities and core values.
- **Development Strategy:** Our transition plan includes the actions we will take in the first 30/60/90 days of service to improve both your specific areas of concern and items we have noted during our inspection that will provide an immediate impact to the appearance of the property.
- **Scope of Services Summary:** This section outlines our scope of services, derived from industry established Best Management Practices and our years of experience in the field.
- **Agreement & Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please do not hesitate to contact me at any time. I am always available to provide solutions and discuss any aspect of property's needs directly.

Sincerely,

Kyle DuBois
Business Development Manager
kdubois@unitedlandservices.com

Company History, Experience & Services

Company History

Field Support Office

12276 San Jose Blvd
Jacksonville, FL 32223
(904) 829-9255

Total Number of Employees

1500+

Additional Areas Served

- Alabama
  - Montgomery
- Florida
  - Central Florida
  - Ocala
  - Ft. Peirce
  - Fernandina Beach
  - Tampa
  - Bradenton
  - Jacksonville,
  - Ft. Lauderdale
  - Panama City
  - West Palm
- North Carolina
  - Greensboro
  - Charlotte
  - Raleigh
- South Carolina
  - Myrtle Beach
- Georgia
  - Savannah
  - Atlanta

Our History

How It All Started

The Company was founded by Bob Bland-ford in 2001 as United Landscapes, a name that has come to be synonymous with best-in-class landscape design, installation and maintenance services across the Jacksonville and St. Johns County area. Today, the Company has over 1500 employees working daily with hundreds of commercial customers throughout Florida. Each location is capable of independently managing and enhancing a variety of complex landscape projects.

Services Offered & Approach

At United Land Services, we meet the highly specific needs of our clients by offering a comprehensive selection of services — from the design to the installation to the ongoing maintenance. Our landscape service divisions are equipped to handle a wide variety of properties, including masterplan communities, condominiums, golf clubs, office complexes, retail establishments and resorts. We perform these services with your distinct needs at the forefront of everything we do. We are local owners and operators committed to delivering excellent service at the highest levels of quality and craftsmanship.

United Land Services takes a proactive approach when it comes to the landscape. We become trusted partners for all your landscape needs while providing quality landscapes in line with University of Florida Best Management Practices.

Products & Services

We Are Your All-Inclusive Service Provider

Landscape Maintenance

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.

Outdoor Lighting

Landscape lighting can increase your property's safety, make it easier to navigate, and allow clients, residents, and guests to enjoy it late into the evening.

Commercial Installation

We provide large scale Commercial Landscape and Irrigation Installation at the highest level. From initial design through value engineering and buildout.

Sod Installation

United takes your lawns from withering to wonderful. We offer expert sod-laying and seeding services as well as over-seeding to thicken up your turf.

Landscape Design

The design and planning phase is critical to a successful project. Our design team offers complete landscape architecture services that ensure a seamless process and a beautiful final product.

Irrigation Systems

Enjoy lush lawns, healthy trees and gardens for the entire growing season, without having to lift a finger.

Hardscapes

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.

Driveways & Entranceways

Welcome clients, customers, residents and guests to your property with a well-kept and attractive entrance.

Irrigation Experts

Your Team of Certified & Licensed Specialists

Installation, Maintenance & Repairs

- **Installation -** At United Land Services, our irrigation experts are certified and licensed to install the most sophisticated, water wise irrigation systems. Our team has had over 25 years of installing systems across the Southeast.

- **Maintenance -** Monthly irrigation inspections and adjustments keep your system performing effectively and efficiently. United Land Services conducts routine wet checks with monthly reports to ensure proper coverage is being maintained to protect your investment.

- **Improvements -** Whether you have an old or new irrigation system, you can trust United Land Services to conduct a full audit and clearly communicate any deficiencies found to be repaired. Our team is ready to serve you.

Agronomics Program

Certified Pest Control Operators

Fertilization, Pest Control & Agronomy Management

- **Fertilization -** We understand the importance of curb appeal. We also understand that investing in the correct agronomics plan is an investment in your community. United Land Services takes pride in operating the fertilization and pest control throughout the Southeast

- **Pest Control -** United Land Services has developed a reputation for creating and maintaining thriving landscape environments for the Southeast's most demanding clients.

- **Agronomy Management -** We have a catered approach to all of our property's because not one size fits all. Our certified pest control specialists will customize an integrated plan to keep your community flourishing.

Hurricane Preparedness

Plan of Action

Phase I

- Phase 1 to begin immediately following the storm once safe and legal for our team to do so. Our main goal is to create as safe an environment as possible.
- Clear main entrances of any obstructions inhibiting traffic.
- Clear secondary roadways of any obstructions inhibiting traffic.
- Clear parking areas located at common areas and common area structures.
- Clear sidewalks, walking paths and thorough- fares in common areas

Phase 2

- Assessment of total clean-up needed and associated total costs of Phases 1-3.
- Removal of any debris generated and stock- piled from Phase 1 upon approval.
- Clearing and removal of debris from common
- Area parks, dog parks and playgrounds upon approval.

Phase 3

- Clear and remove debris from turf and landscape areas.
- Post storm tree work to remove “hangers”,

Prioritizing Safety

Minimizing Risks

With safety as our top priority, United Land Services continually updates its trainings, communications, and assessments to ensure that team members are prepared to perform their jobs with minimal risk to themselves or others.

Our dedicated safety officers conduct regular inspections to ensure employees maintain professional behavior and remain alert to all potential hazards.

- Strict Compliance to OSHA Regulations
- Dedicated Safety Officers
- Weekly Safety Meetings
- Annual Safety Rodeo with Industry Safety Experts
- Personal Protection Equipment Requirements
- Ongoing MVR Tracking and Reporting
- Post Accident Drug Testing

Vehicle Safety

Minimizing Risks

ONBOARDING SAFETY TRAINING

Safety starts the moment a team member is hired with a comprehensive training on proper vehicle, equipment and operational training.. Our goal is to ensure the crew and public are safe from leaving the branch, parking the vehicle to driving through a community. United Land equips our fleet and crews with the proper attire, markers and equipment to redirect traffic in safe manner so a job can be completed safely.

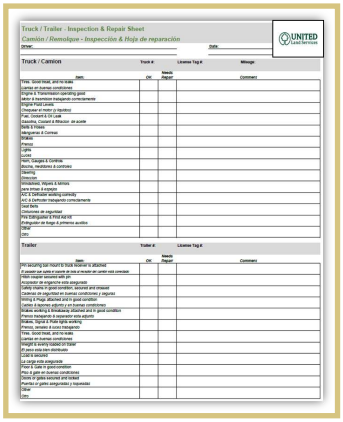
SOFTWARE MONITORING SYSTEMS:

Along with visual inspection, there are software system United Land has established to ensure the safety of our team and the public.

- Our ongoing MVR tracking and reporting application to review driver eligibility using a point system.
- Our GPS Monitoring Program allows our safety and fleet team to monitor speed, idle time and location.

DAILY VEHICLE INSPECTION:

A daily vehicle inspection is completed each morning to identify items that could pose risk to our employees and the general public . This inspection is then completed again upon return to the branch to ensure each vehicle and trailer are safe while on the road.



Exclusive Partnership

Exclusive Partnership

United Land Services References

Property: **Country Club at Champions Gate**

Name: Stephanie Taylor

Email: Stephanie.taylor@fsresidential.com

Address: 8977 Dove Valley Way Four Corners, Fl 33896

Service: Maintenance free community consisting of 995 homes servicing the landscape maintenance, irrigation And Agronomics.

Property: **Waterset South CDD**

Name: John Toborg

Email: jtoborg@rizzetta.com

Address: Spollo Beach, FL.

Service: Landscape maintenance, Including horticultural services, irrigation maintenance, palm tree pruning, mulch installation, annual rotations.

Property: **Celebration CDD**

Name: Angel Montagna

Email: angel.montagna@inframark.com

Address: 313 Campus St. Celebration, FL. 34747

Service: Landscape maintenance, Including horticultural services, irrigation maintenance, palm tree pruning, mulch installation, annual rotations.

Property: **Swan and Dolphin Resort at Walt Disney**

Name: Eric Oprion—COO

Email: eopron@tishman.com

Service: Mowing, Irrigation Turf and Shrub Program. Annuals, Mulch and Palms are additional services provided upon approval.

Property: **Harbor Isles CDD**

Name: Angel Montagna- CAM
Email: angel.montagna@inframark.com

Service: Mowing, Irrigation Turf and Shrub Program. Annuals, Mulch and Palms are additional services provided upon approval.

Property: **Magnolia Park CDD**

Name: Kyle Darin- District Manager
Email: kdarin@vestapropertyservices.com

Services: Mowing, Irrigation Turf and Shrub Program. Annuals, Mulch and Palms are additional services provided upon approval.

CONDEV

April 23, 2024

To whom it may concern:

We are pleased to write this letter on behalf of the team at United Land Services. Our company has been working closely with United on several development projects both on the new landscape installation and maintenance fronts with great results.

United's responsiveness and attention to detail set them apart in the industry and have been a welcome addition to our development process. We now include United very early in the process when contemplating landscape design for new projects. We have found this very beneficial.

We highly recommend United Land Services when considering a dedicated landscape installation and maintenance team.

If we can provide any further information regarding our experience with United Land Services, please do not hesitate to contact us.

Regards,

CONDEV COMPANIES

Christopher J. Gardner
President

210 N University Drive; Suite 702
Coral Springs, Florida 33071
954-603-0033

To whom it may concern, April 18, 2024

I am writing to provide information on our working relationship on behalf of Inframark for United Land Services. Inframark has been working closely with United on several of our accounts, and we have consistently experienced their professionalism and exceptional responsiveness.

Whenever issues arise, United Land Services has shown great proficiency in handling them efficiently and effectively. Their prompt and thorough approach to problem-solving has been instrumental in maintaining the smooth operation of our projects.

Working with United Land Services has been a pleasure for the Inframark teams. Their commitment to delivering high-quality services and their dedication to customer satisfaction have greatly contributed to our successful partnership.

We highly recommend United Land Services for any future collaborations and can assure you that their expertise and professionalism will be a valuable asset to your organization.

Should you require any further information or have any specific inquiries, please do not hesitate to contact me.

Sincerely,

Angel Montagna
Vice President of District Services
Inframark

To Whom it May Concern:

I am writing to wholeheartedly recommend United Land Services for any landscaping projects you may be considering. As the Property Manager for Waterleigh Phase 4 Single Family & Townhome HOA's, I have had the pleasure of working closely with United Land Services on multiple occasions, and I can confidently attest to their exceptional professionalism, expertise, and commitment to excellence.

One example of their commitment to excellence is, when a homeowner called at 7AM on a non-maintenance day with a broken mail line, United's Team displayed remarkable efficiency and professionalism. Within just two hours of the call, they were onsite and swiftly completed the necessary repairs. Their prompt response not only prevented further damage but also minimized inconvenience for the homeowner. Such dedication and commitment to customer service are truly commendable and reflect positively on United's reputation.

Moreover, United Land Services consistently demonstrates a genuine passion for their craft, evident in every aspect of their work. Their dedication to customer satisfaction is unparalleled, and they go above and beyond to ensure that their clients' visions are not only realized but exceeded.

In addition to their technical skills the team at United Land Services is a pleasure to work with. They are approachable, responsive, and collaborative, making the entire process smooth from start to finish.

Based on my experiences, I have complete confidence in United Land Services' ability to deliver outstanding results on any landscaping project they undertake. Their professionalism, creativity, and commitment to excellence make them a truly exceptional partner.

If you have any further questions or require additional information, please do not hesitate to contact me. I am more than happy to provide any assistance I can.

I am certain that you will be as impressed with their work as I have been.

Sincerely,

Heather Burch, LCAM
Property Manager
Access Management
16150 Pebble Bluff Loop
Winter Garden, FL 34787
E: hburch@accessdifference.com P: 407-605-5588

352.331.9988
5950 NW 1st Place
Suite 160
Gainesville, FL 32607
VestaPropertyServices.com

To Whom It May Concern:

I am pleased to offer the following comments regarding United Land Services. United Land Services is contracted to provide lawn and landscape services for the Longleaf Homeowners Association located in Gainesville, Florida.

Company services were initiated on January 1, 2024, and services continue to the present time. The transition to United Land Services from our former provider was better than anticipated. Such transitions may be a challenge however United Land Services' direct communications made the process easier.

United Land Services' management team continues to meet with the HOA Board President and myself monthly to ensure the proper delivery of landscape services as well as special projects. The company implemented an on-line work order system known as *issuetrak.* I am optimistic this work order system will provide direct communications between the company and HOA owners.

Please do not hesitate to contact me should you require additional information regarding United Land Services' performance.

Kind Regards,

Jessica Felver

Jessica Felver
C.A.M.
Vesta Property Services
5950 NW 1st Place
Gainesville, FL 32607
352-331-9988
longleaf@vestapropertyservices.com

Key Management

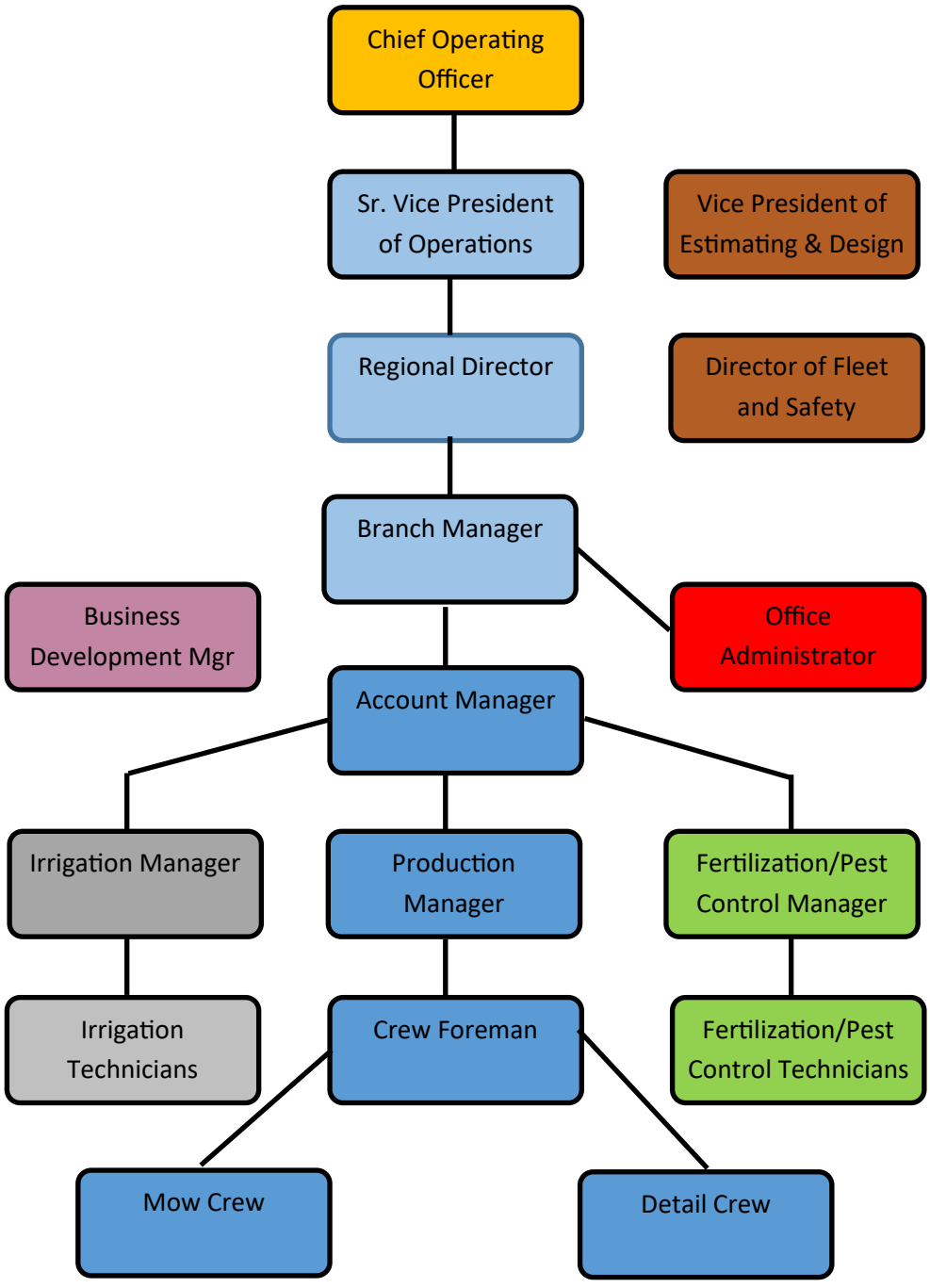
&

Personnel

Personnel

Corporate Structure

United Land Services operates with a multi-layered accountability system, extending from our CEO to our crew members. This structure ensures robust support for our team and delivers top-notch service to our clients. By setting clear expectations, providing training, and fostering a culture of excellence, we empower each member to excel in their role, guaranteeing professionalism and quality in every interaction. Our commitment to accountability not only strengthens internal cohesion but also ensures that clients receive the utmost satisfaction in every project.



Personnel

Meet Your Leadership Team

United Land Services has diligently prioritized hiring top-quality staff members since 2002. This commitment ensures that we consistently deliver superior services and maintain open, effective communication channels with our clients. Our dedicated team remains the cornerstone of our success, driving excellence in every aspect of our operations.

Regional Vice President

-Jason Ackman

-Oversees all landscape maintenance and installation for the central Florida regions.

Regional Director

-Brett Perez

-Oversees all United Operations in the Region and Offers Assistance to Local Branches.

Branch Manager

-Thomas Mootz

-Leads all teams out of the Brandon Branch. Is responsible for operation at your community.

Account Manager

-Christi Cochran

-Onsite Management for all crews and primary point of contact for the community.

Business Development Manger

-Kyle DuBois

-Works with the district to ensure a smooth onboarding process and secured partnerships.

Director of Fleet and Safety

-Tom Enright

-Develops a comprehensive safety plan company wide. Provides capitol resources for all branches.

Bob Blandford

Chief Executive Officer

Bob Blandford leads our team as an accomplished executive with more than 25 years of experience in the landscape industry. Bob believes in our mission, our people, and our products as well as providing the best possible customer service. He is driven to do whatever it takes to be the best partner with the best company culture in the business.

Experience

2019 – Present
United Land Services – *Chief Executive Officer*

- Oversee executive leadership, public relations of the company and all company-related training
- Effectively manage a team of more than 450 employees in 8 different locations throughout the Southeast
- Develop and accomplish short-term goals and long-term objectives that further the company's growth

1998 - 2019
United Landscapes – *Owner*

At the age of 16, Bob Blandford started working for a commercial lawn maintenance company servicing customer such as Barnett Bank, TPC Sawgrass, and Jacksonville Golf and Country Club. In 1998, he went into business for himself, performing all facets of commercial construction and maintenance. Over the years, Bob built a company that now employs over 400 employees. They service customers such as HOA, CDD, commercial developers, and ten different national home builders. Bob Blandford also holds a Commercial Building Contractor's License and a Florida Irrigation License.

Licenses & Skills

- *Certified General Contractor*
- *Certified Pest Control Operator*
- *Certified Irrigation Contractor*
- *Certified Dealer In Agriculture*
- Leadership & Growth Mindset
- Business Strategy & Planning

Contact

12276 San Jose Blvd. Ste, 747
Jacksonville, FL 32223
904-829-9255
bblandford@unitedlandservices.com

Ray Leach

Chief Operating Officer

Ray Leach is the driving force behind the day-to-day operations. At United Land Services his role includes law and finances, strategic planning, analytical thinking, business development and operations management. His extensive knowledge in the landscape industry has made Ray a successful, demonstrated leader over his 30-year industry tenure.

Experience

2021 - Present
United Land Services – *Chief Operating Officer*

- Formulate business strategy with others in the executive team
- Design policies that align with overall strategy
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Oversee expenses and budgeting to help the organization optimize costs and benefits

1994 - 2021
Southern Scapes – *President*

- Directing and overseeing an organization's budgetary and financial activities
- Analyzing performance indicators, financial statements and sales reports
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Identifying areas to cut costs while improving programs, performance and policies

Licenses & Skills

- *Certified Irrigation Contractor*
- Strategic Planning & Execution
- Personnel Development
- Acquisition Integrations

Contact

12276 San Jose Blvd. Ste, 747
Jacksonville, FL 32223
904-829-9255
rleach@unitedlandservices.com
linkedin.com/in/ray-leach-8bb505174/

Donnie Cope

Vice President of Operations

Accomplished and goal-driven Vice President with more than 7 years' experience in strategic and tactical business leadership. Expertise includes managing business process change to achieve maximum results with effective planning, organization and communication skills as well as a solutions-oriented approach to problem-solving.

Experience

2015 - Current
United Land Services – *VP of Operations*

- Establishes, implements, and communicates the strategic direction of the organizations operations division.
- Collaborates with executive leadership to develop and meet company goals while supplying expertise and guidance on operations projects and systems.
- Collaborates with other divisions and departments to carry out the organization's goals and objectives.
- Identifies, recommends, and implements new processes, technologies, and systems to improve and streamline organizational processes and use of resources and materials.
- Designed and manages Northeast Florida operations with a diverse staff of qualified project managers

2016 - 2020
Florida Turf Grass – *Owner*

- Sod sales, installation and grading services for Northeast Florida.

2014 - 2016
Outdoor Concepts – *Owner*

- Landscape design and construction services for Northeast Florida.

Education

2001 - 2003
A.A. Business Administration and Management
St. John's Community College

Licenses & Skills

- Creativity
- Leadership
- Organization
- Problem solving
- Teamwork

Contact

12276 San Jose Blvd. Ste, 747
Jacksonville, FL 32223
904-829-9255
dcope@unitedlandservices.com
linkedin.com/in/donnie-cope-69677b20/

Jason Ackman

Regional Vice President

Jason joined the United Land Services team as the Regional Vice President bringing about 30 years of commercial landscape experience and knowledge to the team. Jason has held a variety of roles in the green industry from operations to owner which plays an integral part in the companies goal to continuously improve for our future and current clients. His expertise will prove as an asset as we continue to grow in commercial landscape industry.

Experience

2023 - Present
United Land Services – *Regional Vice President*

- Formulate best practices in the green industry with all branches
- Implement efficient policies and procedures
- Coordinate labor operations and find ways to ensure customer retention
- Evaluate risk and lead quality assurance efforts
- Develop and oversee budgets and PNL
- Drive an ever improving safety culture

2022-2023
Benchmark Landscaping – *President/ Owner*

- Directing and overseeing an organization's budgetary and financial activities
- Analyzing performance indicators, financial statements and sales reports
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Identifying areas to cut costs while improving programs, performance and policies

2021-2022
Greenleaf Landscaping – *President*

- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Identifying areas to cut costs while improving programs, performance and policies

2017-2021
Vesteco Management – *President/Owner of Multifamily Management*

2015-2017
Yellowstone – *Area Field Director*

1996-2017
Ackman Brothers Landscape– *President/ Owner*

Licenses & Skills

- Leadership
- Strategic Planning & Execution
- Personnel Development
- Acquisition Integrations

Contact

407-435-9554
jackman@benchmarklandscapingfl.com

Brett Perez

Regional Manager of Maintenance

Brett serves as our South Florida Regional Manager of maintenance. He has extensive knowledge in the green industry. Brett brings over 16 years of experience to the table. He takes pride in his attention to detail and customer service, a quality that he instills throughout his entire team. He strives to meet and exceed the needs of every customer, no matter how big or small.

Experience

2023 - Current
United Land Services – *Regional Manager*

- Achieving business goals and revenue targets.
- Overseeing daily operations, managing budgets, and setting performance objectives.
- Recruiting, training, and supporting branch managers
- Developing and implementing best practices in the green industry
- Planning, evaluating, and optimizing operations to be efficient and cost-effective.
- Dealing with escalated customer issues and incident reports.

2023- 2023
Benchmark Landscaping –*Chief Operating Officer*

- Formulate business strategy with others in the executive team
- Design policies that align with overall strategy
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws

2021-2023
Inframark Management Services - *Area Field Director*

- Lead staff by communicating job expectations; planning, monitoring, and appraising job results;
- Design, develop, implement strategic site standards to address the Company's standards and client requirements.
- Instructing field crews on season specific work such as fall pruning, fertilizations, weed treatments, mulching, etc.

2015- 2021
Yellowstone Landscape -*Branch Manager*

2013-2015
Austin Outdoor -*Branch Manager*

2010-2012
Buckhorn Springs Golf and Country Club -*Golf Course Superintendent*

Education

B.S. of Science
Turf Science
University of Florida

Licenses & Skills

- Organization
- Problem solving
- Teamwork
- Leadership

Contact

813-784-1162
bperez@benchmarklandscapingfl.com

Thomas Mootz

Branch Manager

Thomas has been in the Green Industry for 23+ years. He has an extensive background and experience in landscape management. Thomas takes pride in his attention to detail and customer service, a quality that he instills throughout his entire branch. He strives to meet and exceed the needs of every customer, no matter how big or small.

Experience

2023- Present
United Land Services – *Branch Manager*

- Ensure that the quality and efficiency of our landscape maintenance programs meets clients and company standards
- Manages the Tampa branches and key accounts to implement quality, consistency and safety.
- Helps branch to meet and exceed growth targets and achieving company goals
- Oversees the Account Managers on a daily basis to ensure our properties are receives the attention needed and requested by clients

2021-2023

Benchmark *- Operations, Irrigation and Enhancement Manager*

- Develops and maintains long-term relationships with customers oversee and coordinate all operations
- Leading, facilitating or assisting in the resolution of customer problems or concerns
- Responsible for setting objectives, managing policies and revenue growth
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts

2008-2021

Nuleaf *- Account Manager, Irrigation and Enhancement Manager*

- Manage all personnel needs, and HR related matters•
- Scheduling equipment maintenance, truck processes to maximize daily efficiencies, safety training,and company morale
- Responsible for setting objectives, managing policies and revenue growth
- Implement efficient processes and standards
- Created schedules for personnel, including PTO related matters•

Education

2002-03
University of Wisconsin
Baraboo, WI

Licenses & Skills

- Irrigation Install and Maintain
- Creativity
- Leadership
- Organization
- Teamwork
- Strategic Planning
- Client Resolution

Contact

407-460-9646
tmootz@unitedlandservices.com

Cristi Cochran

Account Manager

Cristi has over 30 years experience in the industry. She will serve as the primary contact for United Land Services clients. She builds and sustains long-

-term relationships, focusing on both client retention and ancillary upgrades. while providing oversight for field operations. Cristi supervises the Production Manager, who directly manages all field operations and Crew Leaders. As a unified group, they are responsible for coaching and developing team members.

Experience

2023 - Present
United Land Services *Account Manager*

- Develops and maintains long-term relationships with customers
- Develops and maintains a schedule to perform "site walkthroughs" during formal meetings with customers to ensure quality and service expectations are met
- Leading, facilitating or assisting in the resolution of customer problems or concerns
- Proactively presenting site enhancement ideas to existing customers
- Participating in branch meetings and assist the Branch Manager or Assistant Branch Manager in overall leadership of branch

2020-2023
Merit Landscape Solutions of Texas – *Branch Manager*

- Hired, trained and developed maintenance crews to work efficiently and safely.
- Used the latest industry technology and applications to manage teams, schedule crews, calculate and track hours to keep budget.
- Manages the branch and key accounts to implement quality, consistency and safety.
- Helps branch to meet and exceed growth targets and achieving company goals
- Oversees the operations, irrigation and fertilization departments

2019-2020
Rolling Green Landscape *– Operations Manager*

2016-2019
LandCare - *Branch Manager*

2015-2016
LandCare *Account Manager*

2012-2015
Brightview *Account Manager*

2010-2012
Brickman *Project Director*

Licenses & Skills

- Communication
- Leadership
- Organization
- Problem solving
- Teamwork

Contact

904-557-6412
ccochran@unitedlandservices.com

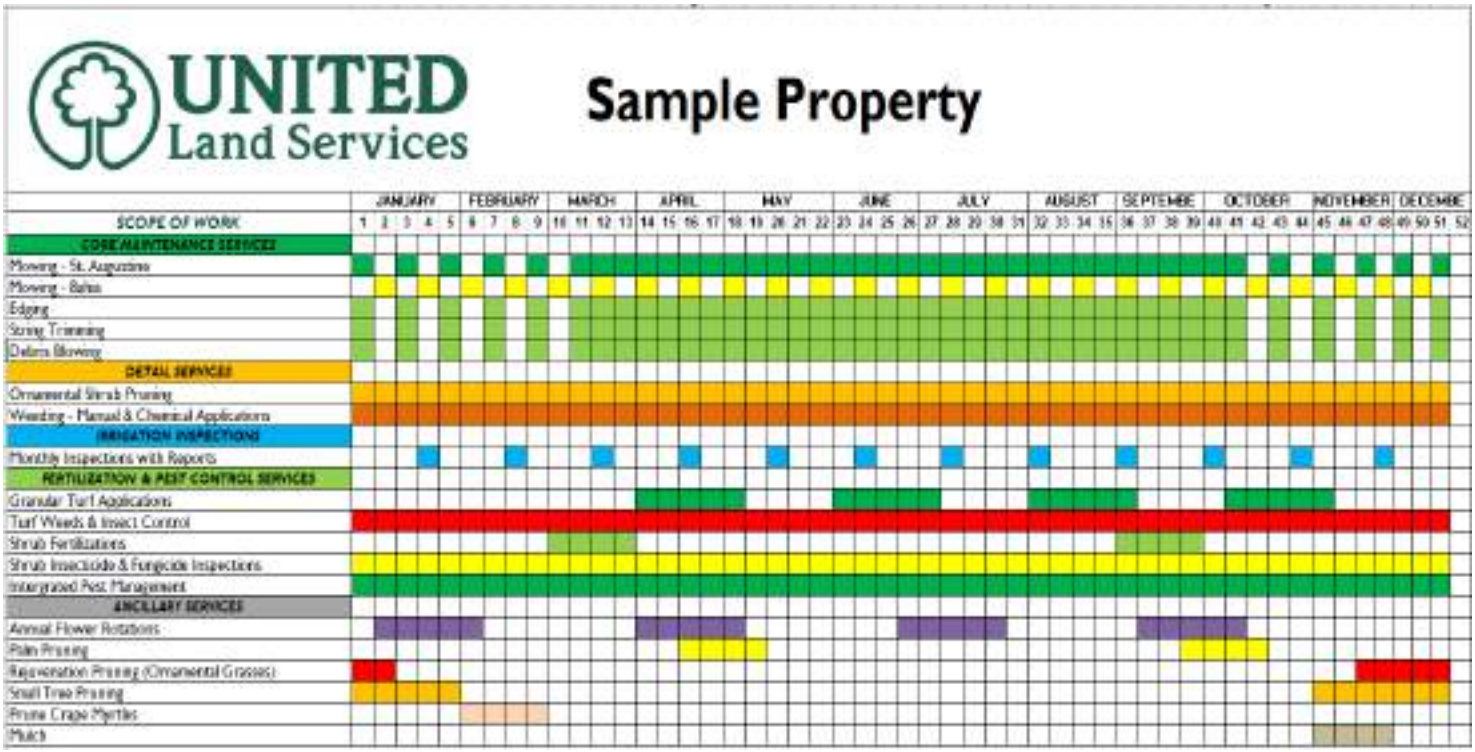
Reporting

Closing the Communication Gap

Alignment, Execution & Building Partnerships

Agronomics and Irrigation Inspection Reports

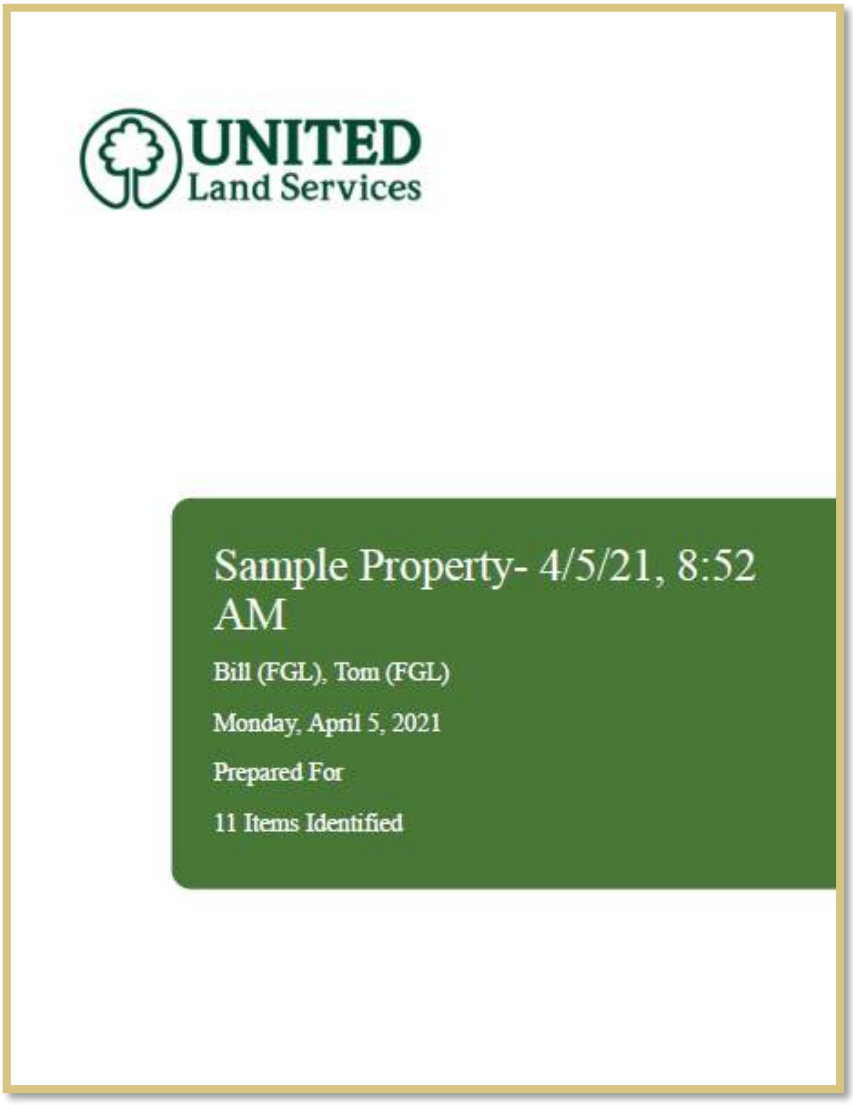
Yearly Service Calendar Guideline



Closing the Communication Gap

Alignment, Execution & Building Partnerships

Communication is key to any strong partnership. In an effort to stay connected internally with our team and externally with our partners, our team utilizes Site Audit Pro. The program allows us to send visual communication though pictures along with a detailed explanation of the issue. Site Audit Pro is key in ensuring everyone is on the same page in helping to form the best possible solution.



Closing the Communication Gap

Alignment, Execution & Building Partnerships

SAMPLE

Issue 1
Selectively remove tall stalks on White BOP in a sectional manor.
Removals tagged with orange tape

Issue 2
Remove Mags on Cody Chase

Issue 3
Declining Washingtonian on Cody Chase

Issue 4
Remove staking kit

SAMPLE

Issue 5
Queen Palm on 46A dead from Ganoderma

Issue 6
Possible irrigation issue on Podocarpus along 46A units

Issue 7
Replace declining Pittisporum with turf

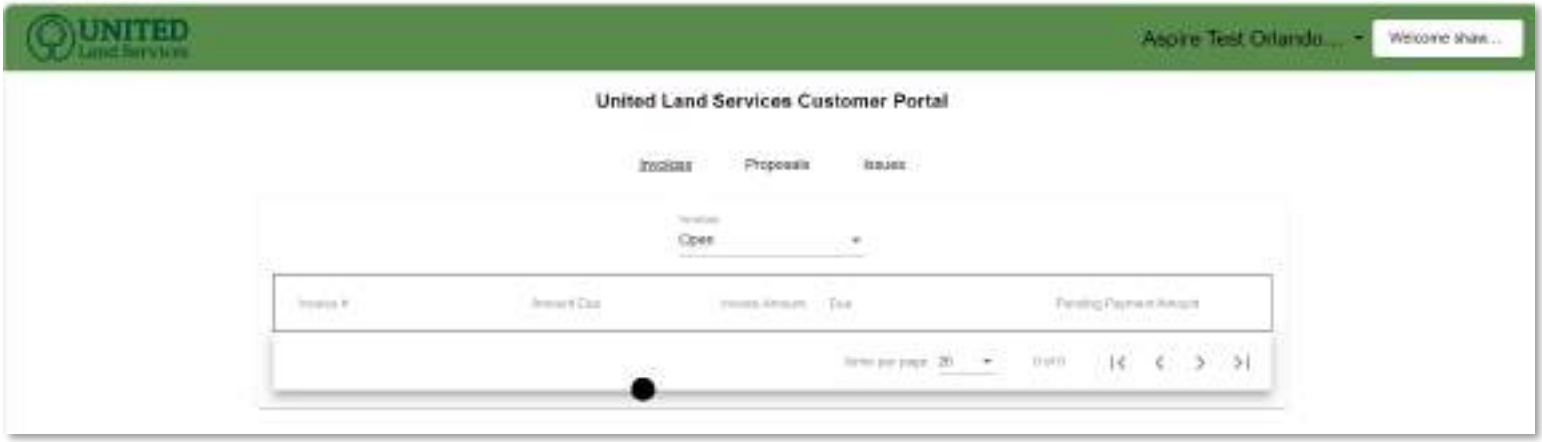
Issue 8
Proposal for method to attach Jasmine to column / pergola

Work Order Software

Accountability, Communication and Productivity

United Land Services Work Order System Powered by:

United Land Services is dedicated to ensuring our valued partners receive the highest level of communication for a success long term partnership. Our work order system gives the client all the tools needed to stay informed on their property. The Aspire work order system is a user friendly software system that compliments our strong level of communication while providing accountability for our dedicated team.



FEATURES:

- View Invoices
- Pay Invoices
- View Proposals
- View Past Work Orders
- Review Updates on Work Orders
- View Landscape Experts Notes
- Sign Proposals
- Create Issues
- Submit Work Orders

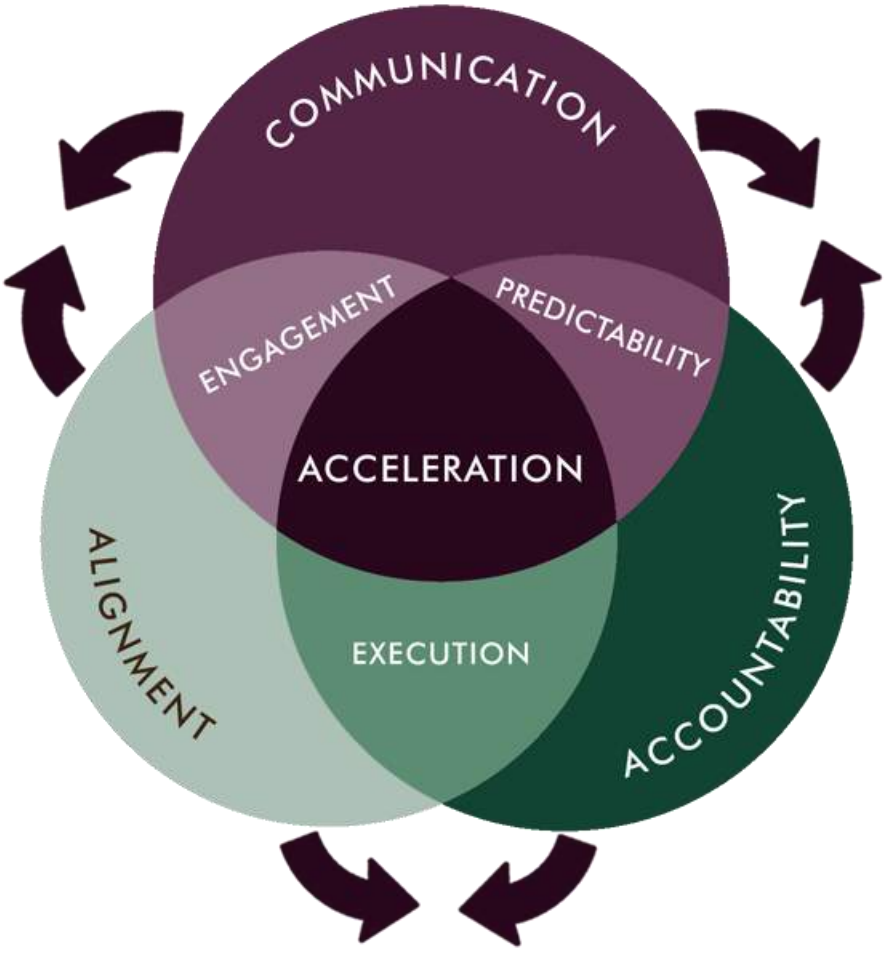
Closing the Communication Gap

Alignment, Execution & Building Partnerships

Constant, open communication between the board members, landscape committee (if applicable) and your ULS team will help to ensure expectations are set and goals are met. We plan to accomplish this through:

- Clear understanding of milestones to improve the landscape quality.
- Constant communication with HOA Management, Board Members and Committees.
- Weekly progress updates throughout the initial transition.
- Property inspections with Management and Board Members at predetermined intervals. (Sample report on pages below).

Our goal is to tailor this communication plan to meet your needs and the needs of the community.



Certifications

Certification

Your Agronomics and Irrigation Specialists

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date: July 10, 2024 | File No.: JF187533 | Expires: June 1, 2025

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2025

JOEL THOMAS WINTERNITZ
5130 PLEASANT PINE CIR
WINTER PARK, FL 32792

Lawn and Ornamental

WILTON SIMPSON, COMMISSIONER

FDOT

Certificate: 605991

Issued: 02/10/2023

Expires: 02/10/2027

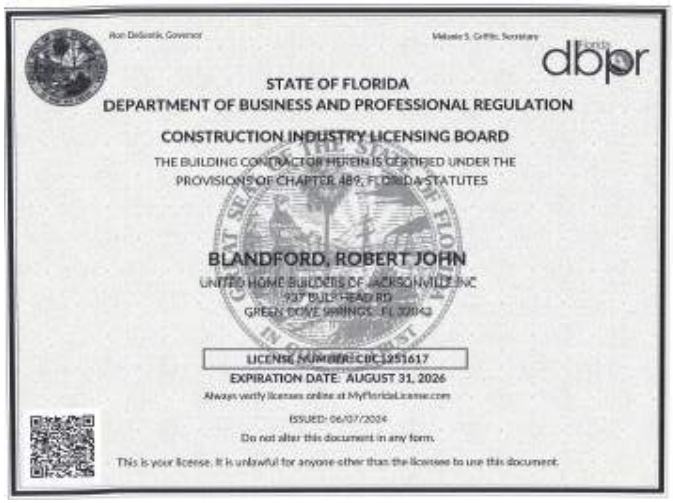
Instructor: M. K

Donald Cope

Has Completed a FDOT Approved Temporary Traffic Control [redacted]anced

Training Provider: myTTConline
83 Geneva Dr. Suite 621394
Oviedo, FL 32762
Ph: 407-901-6286

Verify this Certificate at www.mytcadmin.com.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BLANDFORD, ROBERT JOHN
UNITED HOME BUILDERS OF JACKSONVILLE INC
937 BULLHEAD RD
GREEN COVE SPRINGS FL 32043

LICENSE NUMBER: CBC1251617
EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

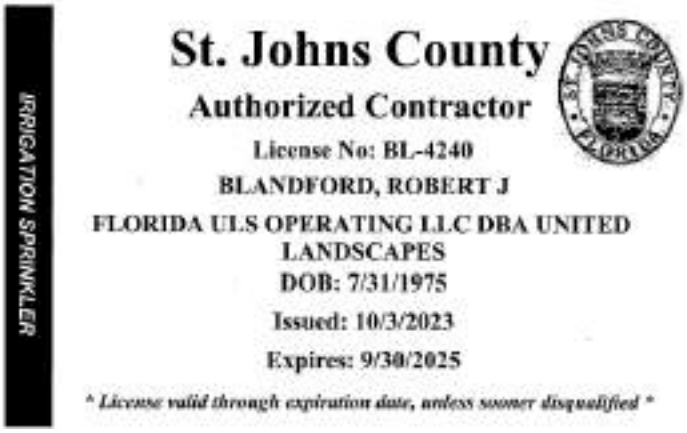
ISSUED: 06/07/2024

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.

The International Society of Arboriculture

ISA Certified Arborist ®



IRRIGATION SPRINKLER

St. Johns County
Authorized Contractor
License No: BL-4240
BLANDFORD, ROBERT J
FLORIDA ULS OPERATING LLC DBA UNITED LANDSCAPES
DOB: 7/31/1975
Issued: 10/3/2023
Expires: 9/30/2025

License valid through expiration date, unless sooner disqualified

CERTIFICATE OF COMPETENCY

BROWARD COUNTY FLORIDA

CECIL E. GESTER

Irrigation Specialty Contractor

UNITED LAND SERVICES

CC# 23-ISC-23109-R EXPIRES 2024-08-3

Certification

Your Agronomics and Irrigation Specialists

FNGLA
CERTIFIED PROFESSIONAL
CONTRACTOR

The Florida Nursery, Growers & Landscape Association
Confers on

Sandra Benton C00236

The Title of
FNGLA Certified Landscape Contractor (FCLC)

Expiration Date: 12/31/2024
Certified Since: 11/02/2002

E.R. Smith, FNGLA President

Merry Mott, FNGLA Certification Director

HORTICULTURE PROFESSIONAL
FNGLA
We Know What Grows
FNGLA CERTIFIED

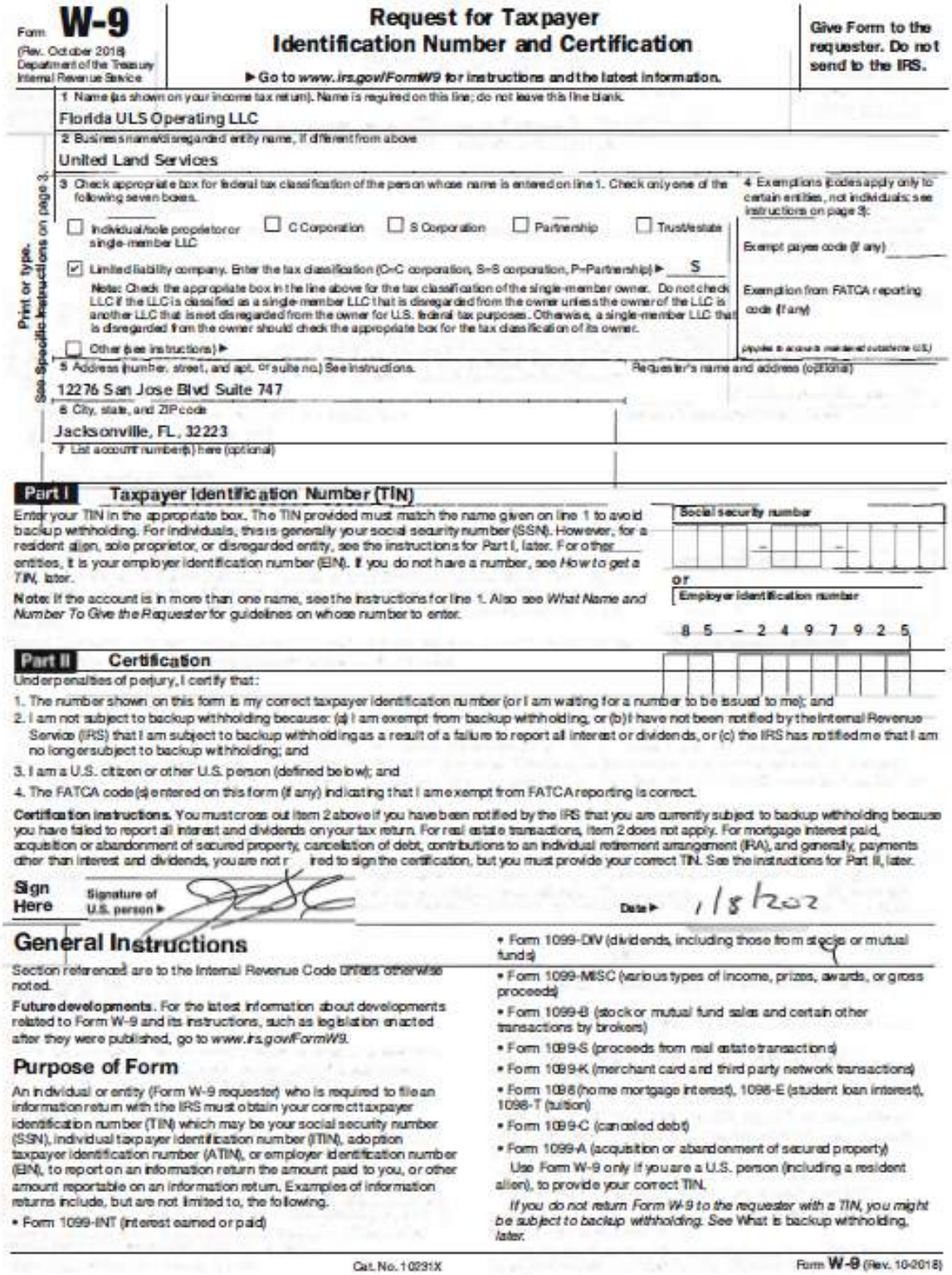
The Florida Nursery, Growers & Landscape Association
confers on
Keely Haverland
The Title of
FNGLA Certified Horticulture Professional (FCHP)

Date: 11/21/2019

Merry Mott, FNGLA
Director of Industry Certifications

Certification

Your Agronomics and Irrigation Specialists



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Florida ULS Operating LLC

2 Business name/disregarded entity name, if different from above
United Land Services

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

Print or type. See Specific Instructions on page 3.

5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)
12276 San Jose Blvd Suite 747

6 City, state, and ZIP code
Jacksonville, FL, 32223

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
or
Employer identification number
8 5 – 2 4 9 7 9 2 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ 1/8/202

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

UNITLAN-02 SANTHOSHC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/25/2025

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 License # 0C36861
New York-Alliant Ins Svc Inc
101 Park Ave 14th Fl
New York, NY 10178

CONTACT NAME: Stephanie Kearney
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: stephanie.kearney@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federated Mutual Insurance Company	13935
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Florida ULS Operating LLC
12276 San Jose Blvd
Suite 747
Jacksonville, FL 32223

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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		1855494	3/31/2025	3/31/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			1855494	3/31/2025	3/31/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			1855495	3/31/2025	3/31/2026	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		1855496	3/31/2025	3/31/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Ft. Pierce Branch.

Verano #1 Community Development District is an Additional Insured Subject to the Conditions of the Additional Insured - Owners, Lessees or Contractors - Automatic Status when required in Construction Agreement with you Endorsement for General Liability.

CERTIFICATE HOLDER

Verano #1 Community Development District
5385 N Nob Hill Rd.
Sunrise, FL 33351

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.
The ACORD name and logo are registered marks of ACORD

Development Strategy

Phased Development Strategy

Best Management Practices

This is a custom designed plan using Florida Best Management Practices to exceed your desired look for this property. We have outlined the initial tasks that our Landscape Maintenance teams will perform as we begin our partnership regarding this property.

We have broken the tasks down into distinct phases to cover the first 90 days of this transition. This will provide an easy way to monitor and measure our progress as we formulate our joint strategy for the best results.

Premier Landscape Platform

A Reputation of Excellence

Full-Suite of Services

Experienced Management Team

Relationship-Oriented Service

Phased Development Strategy

Plan of Action

Phase 1 (Days 1-30)

- Meet with Property Manager and Board Committee Members to review our Three Phase Plan and Scope of Work.
- Complete an Irrigation Evaluation of system and report deficiencies and needed corrective actions.
- Establish consistent schedule for mowing, detailing and agronomics and implement accordingly.
- Perform first turf fertilizer application if possible (Blackout Period).
- Identify any areas of concern and concentrate efforts for immediate improvement. (Entrance features, weeding beds, sidewalk edging)
- Spot treat weeds in turf areas where needed.
- Formulate options for turf areas needing restoration.
- Implement weed control program in planting beds.
- Fertilize weak shrubs throughout the property.
- Start insect and disease program on all plant material.
- Evaluate the health of ailing plant material and propose improvement plan.
- Discuss any site-specific enhancement ideas.
- Perform monthly walk with Property Manager and Community Members.

Phased Development Strategy

Plan of Action

Phase 2 & 3 (Days 31-90)

- Examine Phase 1 results and modify "Plan of Action" if necessary.
- Carry on with Irrigation Inspections and Improvements.
- Carry on with Scheduled Maintenance plan i.e., mowing, blowing, and edging.
- Evaluate need for second turf fertilization dependent on condition and time of year (Blackout period).
- Carry on with weed control applications in both turf and plant beds.
- Evaluate insect and disease program and make necessary adjustments.
- Implement approved site-specific enhancements.
- Perform monthly walk through with Property Manager and continue to identify areas of opportunity or concern.

Scope of Services:

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.

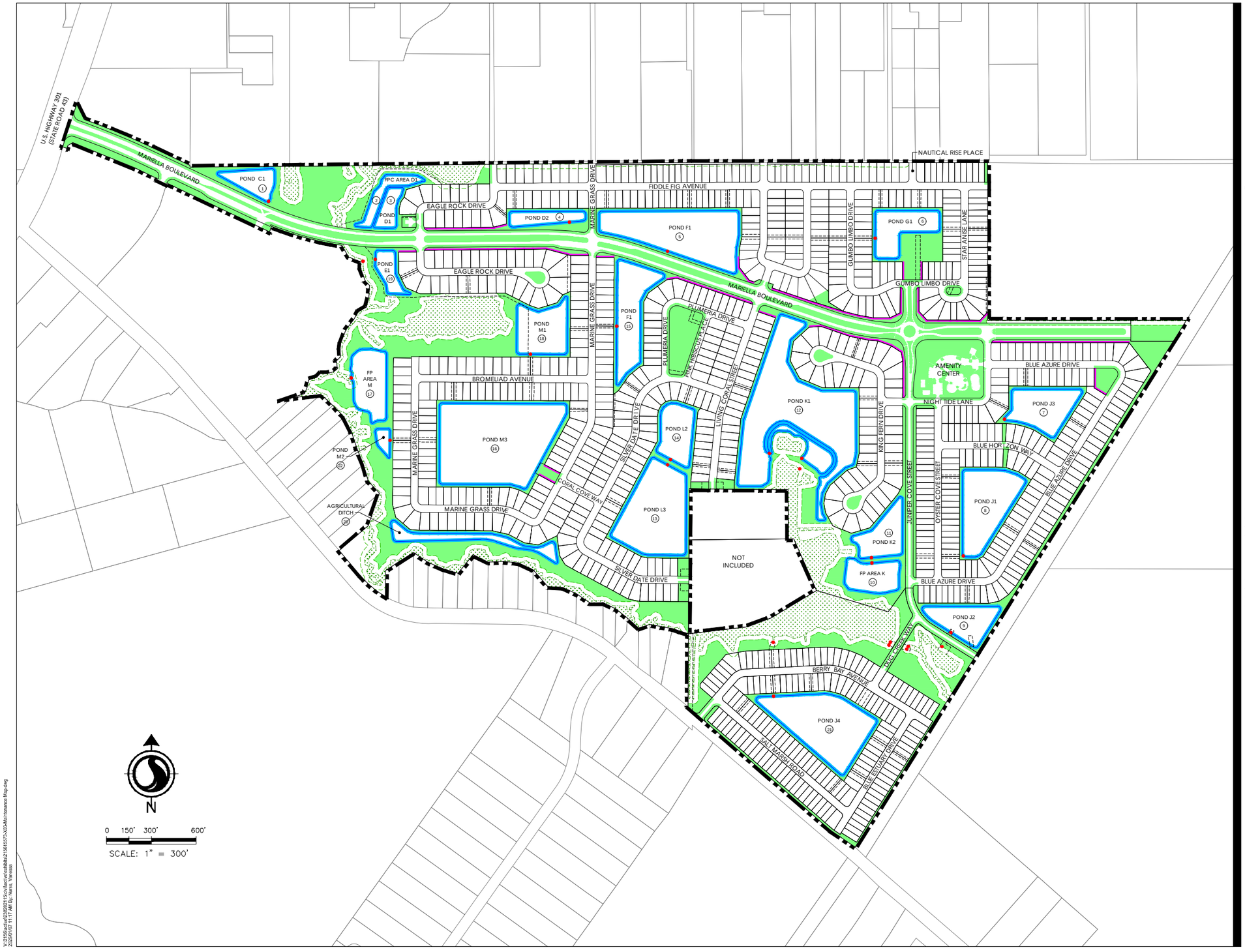
PART 6
ANNUAL INSTALLATION

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.



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Stantec

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Legend

- CDD BOUNDARY
- CONTROL STRUCTURE
- EASEMENT LINE
- FENCE MAINTAINENCE
- LANDSCAPE MAINTENANCE
- POND BANK MAINTENANCE
- (1) POND MANAGEMENT REFERENCE NUMBERS
- WETLAND WITH 25' SETBACK

Revision	By	Appd.	YY.MM.DD

Issued	By	Appd.	YY.MM.DD

File Name: 215615573-X03-MAINTENANCE MAP	VN Dwn.	TLS Chkd.	VN Dsgn.	25.01.07 YY.MM.DD

Permit-Seal

Client/Project

BERRY BAY
COMMUNITY DEVELOPMENT DISTRICT

Wimauma, Hillsborough County, Florida

Title

MAINTENANCE MAP

Project No.	Scale	
215615573	1" = 300'	
Drawing No.	Sheet	Revision
X03	1 of 1	0

Berry Bay RFP

Evaluation Criteria

Pricing

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. Donnie Cope	11	VP of Operations	Oversees Operations
2. Brett Perez	14	Regional Operation Manager	Oversees Operations in Tampa area
3. Thomas Mootz	26	Branch Manager	Oversees operations at branch.
4. Cristi Cochran	31	Account Manager	Oversees Crews and Client Communication
5. William Jeffry	3	Production Manager	On-Site with Crews

Proposed Staffing Levels

Landscape Maintenance and Irrigation staff will always include, at a minimum; 5 laborers, 3-4 days 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. Thomas Mootz	26	Branch Manager/IFAS/BPM	Oversees Branch Operations
2. Cristi Cochran	31	Account Manager/BPM	Oversees Crews and Communicaion
3. William Jeffry	3	Production Manager	Oversees Crew Efficiency on Property
4. Khistian Perez	15	Irrigation Manager	Manages Irrigation Team

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: Waterset CDD

Contact: John ToBorg Contact Phone: 813-933-5571

Project Type/Description: CDD Apollo Beach, FL.

Dollar Amount of Contract: $500,000

Your Company's Detailed Scope of Services for Project:
Custom landscape maintenance plan, horticulture services, turf and shrub fertilization, pest control, irrigation management, small construction, annual installation, mulch applications, palm pruning, OTC injections, enhancement projects.

Duration of Contract: START DATE: January 2025 END DATE: current

2. Project Name/Location: Harbour Isles CDD

Contact: Angel Montagnas Contact Phone: 813-576-9748

Project Type/Description: CDD, Apollo Beach, FL.

Dollar Amount of Contract: $250,000

Your Company's Detailed Scope of Services for Project:
Custom landscape maintenance plan, horticulture services, turf and shrub fertilization, pest control, irrigation management, small construction, annual installation, mulch applications, palm pruning, OTC injections, enhancement projects.

Duration of Contract: START DATE: October 2023 END DATE: current

3. Project Name/Location: Champions Gate and Country Club

Contact: Christina Inkrott Contact Phone: 407-619-6936

Project Type/Description: HOA and high-end Country Club community

Dollar Amount of Contract: $980,000

Your Company's Detailed Scope of Services for Project:

Custom landscape maintenance plan, horticulture

Experience cont.

services, turf and shrub fertilization, pest control, irrigation management, small construction, annual installation, mulch applications, palm pruning, OTC injections, enhancement projects.

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

4. Project Name/Location: Celebration CDD

Contact: Angel Montagna Contact Phone: 727-638-0268

Project Type/Description: CDD Celebration, FL.

Dollar Amount of Contract: $1,200,000

Your Company's Detailed Scope of Services for Project: Custom landscape maintenance plan, horticulture services, turf and shrub fertilization, pest control, irrigation management, small construction, annual installation, mulch applications, palm pruning, OTC injections, enhancement projects.

Duration of Contract: START DATE: 2023 END DATE: current

5. Project Name/Location: Magnolia Park CDD

Contact: Kyle Darin Contact Phone: 321-263-0132

Project Type/Description: CDD Riverview, FL.

Dollar Amount of Contract: $225,000

Your Company's Detailed Scope of Services for Project:

Custom landscape maintenance plan, horticulture services, turf and shrub fertilization, pest control, irrigation management, small construction, annual installation, mulch applications, palm pruning, OTC injections, enhancement projects.

Duration of Contract: START DATE: August 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: Please see the 5 CDD communites listed in the 5 spots above.

Contact: _____ Phone: _____ $ amt.: _____

Your company's Scope of Services for Project: _____

_____

_____

Duration of Contract: START DATE: _____ END DATE: _____

(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)

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 **$** 297,872

_____Yr.

PART 2

Fertilization (All labor and materials) **$** 41,397 **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	4lb/1000sqft	3,430 lbs	$5,518
April	Resolute 4floz@.75lb ai/a, 12-0-0	.55oz/1000sqft/8oz/1000sqft	3.68 gal, 53.6 gal	$5,518
May	10-0-11	1lb/1000sqft.	857lbs	$5,518
July	12-0-0 Chelated Iron	8oz/ 1000sqft.	53 gal	$5,518
August	12-0-0 Chelated Iron	8oz/ 1000sqft.	53 gal	$5,518
October	24-2-11	4lb/1000sqft	3,430 lbs	$5,518

PASPALUM (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
	Our Team does not recommend fertilizing this turf.			

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
	Our Team does not recommend fertilizing un-irrigated bahia turf.			
		`		

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	1.5lbs/100 sqft.	1,571 lbs	$2,163
May*	8-10-10	1.5lbs/100 sqft.	1,571 lbs	$2,163
October	8-10-10	1.5lbs/100 sqft.	1,571 lbs	$2,163

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 +FeMnMg	1.5 lbs/ 100 sqft.	230 lbs	$450
May*	8-2-12 +FeMnMg	1.5 lbs/ 100 sqft.	230 lbs	$450
September	8-2-12 +FeMnMg	1.5 lbs/ 100 sqft.	230 lbs	$450
November	8-2-12 +FeMnMg	1.5 lbs/ 100 sqft.	230 lbs	$450

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				

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 **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)

$ NA /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)
ULS does not reommend OTC injections for				

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. $ 650/acre / .

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) **$** 28,800 **/Yr.**

PART 5

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

600 CY Medium Pine Bark Mulch per specs for top-dressing at $ 65 /CY

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 39,000 /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 /rotation

$ 65,000 /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)

$ 376,069 **/Yr.**

FIRST ANNUAL RENEWAL	$ 376,069 /Yr.
SECOND ANNUAL RENEWAL	$ 394,872 /Yr.
THIRD ANNUAL RENEWAL	$ 394,872 /Yr.

Contractor/Firm Name United Land Services

Firm Address 4195 62nd Ave N.

City/State/Zip Pinellas Park

Phone Number 813-476-0304 Fax Number na

Name and Title of Representative Kyle DuBois | Business Development Manager
(Please Print)

Representative's Signature

Date 6.10.25

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

1. na 2. _____ 3. _____ 4. _____ 5. _____

Dated this 10th day of June, 2025

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

PROPOSER: _____ DATE: _____

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
Please see attached equipment for Berry Bay CDD.			

Method and Approach

Equipment List Berry Bay CDD

Equipment	Amount
Chevy Silverado 2500 CC	2
Chevy Silverado 1500 CC	1
Irrigation Van	1
Utility Trailer 8x20	0
Open Landscape Trailer 20'	3
72" John Deere Z960M	2
54" John Deere Q850M	2
John Deere Gator HPX615E - 2 Seat	1
Stihl BR600 Blower	5
Stihl FC 91 Edger	4
Stihl FS 91 Weedeater	4
Stihl Shear - Long	2
Stihl Shear - Medium	3
Stihl Power Pruner	1
Ride on Blower	1
Z-Spray	1
Stand on Spreader	1

Providing exceptional landscape services to partners across the state of Florida.

United We Grow!

Uniting partners through exceptional landscape services

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PROPOSAL FOR PARTNERSHIP

Berry Bay

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UNMATCHED IN THE INDUSTRY

Russell Landscape Florida, LLC

June 16th, 2025

RE: Berry Bay Community Development District Landscape Maintenance Services

As the landscape service provider for Berry Bay, Russell Landscape's primary objective will be to enhance the experience of all those who encounter the district through sound economical delivery of landscape management services and to ensure all residents, guests, and employees return home safely each day. We are well versed in working on similar high profile and expansive sites, clear of the level of expectation, and capable of delivering it. Working in concert with Inframark to manage and enhance the grounds through a systematic phased approach will be a principle focus for Russell Landscape. We are prepared to deliver a general outline of our plan and would welcome a chance to present.

Clear communication will be key in the day-to-day management and continual improvement of the district's landscapes. Our dedicated account manager will conduct evaluations of the property before and after service, noting any unique landscape maintenance items for completion over the next service as well as any issues with structures, safety, lighting, parking, or anything of note the district should be aware of. Any issues will be communicated to district management as needed. These evaluations will be key in driving the quality and continual improvement of the district's grounds as well as addressing concerns in a timely manner.

As one of the largest commercial landscape companies in the southeast, we have a vast amount of support available beyond the crews dedicated to the management of the Berry Bay grounds. In the unusual event of severe storms, surprise events, or other unknown need, our staff of over 700 will always be available to get across whatever finish line presents itself. With all the daily challenges the management of the district presents, you can feel confident Russell Landscape will assume ownership of your grounds as our own. We would be honored to be your partner.

Truly,

Eileen Grum

Business Development

Russell Landscape Florida, LLC

COMPANY HISTORY

Founded in 1987 by Dr. W.E. “Bill” Russell, Russell Landscape is a family operated commercial landscape company. Based in Sugar Hill, Georgia, it has grown to be one of the largest landscape firms in the southeast. Russell Landscape offers a complete scope of diverse landscape services catering to master planned communities, municipalities, community improvement & development districts, commercial buildings, retail centers, schools, homeowners’ associations, and townhome and condominium communities. These services include landscape design and installation, hardscapes, irrigation, maintenance, chemical, and technical services. Russell Landscape has received numerous awards from the Urban Agriculture Council, for projects both installed and maintained. The company has consistently been listed in the Business Chronicle’s best commercial landscape contractors for more than 20 years and is also listed in the top 40 landscape contractors in the country. Russell Landscape has been fortunate enough to provide maintenance and installation services to numerous master planned communities, corporate campuses, and high-profile sites throughout the southeast including the SanDestin Owner’s Association, the Cumberland Community Improvement District, the University of South Florida, Kennesaw State University, and the Hilton Sandestin Beach Golf Resort & Spa, just to name a few.

Russell Landscape produced approximately 76 million dollars in annual landscape revenues in 2024 while providing landscape services to over 1,400 properties. At Russell, we take pride in our work and are committed to providing our customers with the highest level of professional, personalized services available in the industry. Our goal is to create a memorable and impactful environment for all users while ensuring minimal disturbance to users and distraction to our customers. Russell Landscape’s vast support system is populated with highly educated and trained landscape professionals specializing in each facet of our business. We take great pride in the people that represent our company and the approximately 700 Russell Landscape employees have the full support of one of the southeast’s largest family operated landscape contractors. The company, its ownership, and team of employees have always strived to be good stewards to the community and the environment. Each year Russell Landscape donates a great deal of time and resources to raise funds for different sectors of the community. The company is also highly focused on issues relating to clean water, conservation, and the protection of our environment. We are involved with the U.S. Green Building Council, Urban Agriculture Council, various Water Councils, and the Clean and Beautiful Campaigns. Our ownership and executive team believe these initiatives and affiliations help create a specific company culture in which every employee strives toward the same goal, which translates to delivery of the highest level of service available in the industry.

LOCAL CONTACTS & BERRY BAY TEAM:

Shawn LaRue, Regional Manager of our Florida operations, holds a Bachelor of Science in Plant and Soil Science from the University of Tennessee and a Master of Business Administration degree from Keller Graduate School of Management. Shawn is also and is a licensed Florida irrigation contractor and pesticide applicator. He has worked in the landscape industry for 23 years with some of the largest names in commercial landscape contracting in the country. In 2008, knowing his heart was in the landscape business, he decided to hang out his own shingle, opening Horticulture Services Group in Fort Walton Beach, Florida. After years of discussions and knowing the strength the two organizations would have together, he and Teddy Russell realized the time was right and merged in February of 2022. Shawn's nearly 20 years of experience and history successfully owning/operating a landscape company in Florida has provided him with priceless knowledge that he utilizes daily in the quest to proactively manage the needs of our team and our customers. Shawn is available via email at shawnl@RussellLandscape.com or cell phone at 850-603-9783.

Greg Pittman, Branch Manager, will be overseeing the management of Berry Bay. Greg is an invaluable resource and team member at Russell Landscape, with over 11 years' experience as an Agronomist, 5 years of experience in commercial landscape for a total of 17 years in the industry. Greg has been with Russell Landscape for over 4 years and continues to put a great deal of effort into continually educating himself on the constantly evolving technology and products in the related fields. This dedication and experience have earned the respect of his peers and superiors and shaped him into the strong leader and customer service expert he is today. Greg can be reached via email at GregP@RussellLandscape.com or cell phone at 470-642-8316.

David Both is an experienced Landscape Account Manager with a deep passion for transforming outdoor spaces. With over 15+ years in the industry and multiple certifications including both GI-BMP and FCHP, David brings extensive expertise in project management, client relations, and sustainable landscape solutions. Known for delivering high-quality results, David excels at overseeing projects from concept to completion, ensuring each landscape not only meets but exceeds client expectations. David can be reached via email at davidb@russelllandscape.com or cell phone at 941-713-1766.

Stephen Alvarez has been with the Tampa branch of Russell Landscape for six years, serving as an outstanding Production Manager. He brings 10+ years of horticultural experience in the landscape industry, where his deep knowledge and hands-on leadership consistently contribute to the success of our projects. He reports directly to the Account Manager, David Both (bio above), and plays a key role in overseeing the day-to-day operations and ensuring quality standards are met.

Roberto "Paz" Rivera has been a valued member of our company for over 20 years. As our Enhancement Crew Leader, he plays a specific leadership role within this division. He oversees a range of important projects, including installations of seasonal color, sod replacement, tree work, and site clean-ups, consistently ensuring quality and efficiency across the board. Paz reports directly to David.

Jason Alzamora, Horticulture Production Manager, oversees supports service operations, including our irrigation management program. He has over 15 years of experience in landscaping and is a certified arborist, which provides valuable expertise in tree care. In addition to his daily responsibilities, he also manages the enhancement division. In addition, Jason is also OSHA certified. Jason reports directly to David.

Delfino Agustin, Senior Account Manager, will be handling the day-to-day management of the Berry Bay CDD. Delfino has over 20+ years of experience with commercial landscape management, a vast plant identification knowledge, and holds multiple licenses. Delfino brings a wealth of knowledge and a results-driven mindset to his role as Russell Landscape Account Manager. With a sharp eye for detail and a deep understanding of both horticulture and client service, Delfino is known for transforming challenges into opportunities and consistently exceeding expectations. Whether it's navigating the complexities of high-profile communities or enhancing curb appeal, Delfino leads with professionalism. Delfino can be reached via email at delfinoa@russelllandscape.com or cell phone at 941-414-1986.

CORPORATE CONTACTS:

Brandon Thomas has been our company Vice President of Operations since 2007 and has been a part of the Russell team since 2000. He holds a Bachelor of Science in Landscape Horticulture Degree from Auburn University, Class of 1999. He has over 20 years of experience in the landscape industry and is a Certified Landscape Professional. He is also a member of the Turfgrass Association, the Urban Agriculture Council, and the Community Association Institute. Brandon will oversee the service and management of Berry Bay at the company leadership level and will be available via e-mail at BrandonT@RussellLandscape.com or cell phone at 770-391-8068.

Josh Camp, Vice President – Maintenance and General Manager, will be integrally involved with the day-to-day management of Berry Bay. He is a graduate of the Abraham Baldwin Agricultural College, holds a degree in Turf Grass and Golf Course Management and has worked in the commercial landscape industry for over 20 years. Josh exemplifies our dedication to hiring the best and brightest in the industry. He joined the Russell Landscape team in 2015 as an account manager and quickly rose through the ranks to the leadership position he holds today. His experience includes horticulture services, landscape installation, floriculture services, irrigation services, commercial maintenance, and landscape enhancement services. Keeping the client's expectations at the center of his focus while always delivering a quality product has endeared him to his customers and entrenched him as a true leader to his crews and peers. Josh can be reached via email at joshc@RussellLandscape.com or cell phone at 404-557-5150.

Will Dutton, Director of Workforce Safety and Training, oversees the training and safety protocols that will ensure successful service delivery for Berry Bay. Will's first position held with Russell Landscape was as a laborer on one of our maintenance trucks, but with 30 years of experience under his belt in the commercial landscape maintenance field, he was quickly promoted through the ranks to the management position he holds today. His experience includes horticulture services, landscape installation, floriculture services, irrigation management, and commercial maintenance. Keeping the client's expectations at the center of his focus while always delivering a quality product has endeared him to his customers and entrenched him as a true leader to his crews and peers. Will can be reached via email at WilliamD@RussellLandscape.com or cell phone at 407-399-8602.

Matt Doster is our Director of Landscape Construction and will handle the design, management, and implementation of any large-scale enhancements the district elects to undergo. Matt has an extensive background in landscape construction in the southeast spanning the last 20 years. He joined the Russell Landscape team in 2016 and is now our resident expert in all areas of construction including planting, hardscapes, irrigation, low voltage lighting, and just about any challenge we have run across. His thirst for knowledge and dedication to delivering solutions to the most complex challenges has entrenched him as a leader in the field. Matt can be reached via email at MattD@RussellLandscape.com or cell phone at 678-618-0023.

OPERATIONAL PLAN:

Russell Landscape is well equipped to help and is excited about the prospect of becoming a long-term partner of Berry Bay Community Development District. Immersing ourselves and our operation in the day-to-day activity, community, and culture, will be a joy.

After carefully measuring all landscape areas that comprise the included scope for Berry Bay, Russell Landscape has determined the specific number of man hours required to maintain each individual area as well as all areas as a whole. Each area was measured to determine the specific turf type and square footage, linear footage of edging, seasonal pruning, and leaf removal time as well as mulch and seasonal color square footage.

Russell Landscape will utilize one, six to seven person crew operating in various landscape trucks to accomplish the normal landscape maintenance tasks in the heart of the growing season. We plan to operate in 1, 10-hour days, however, should additional service be required, additional crews will be available on Fridays and weekends to address any additional requests or complete any weekly service visit items that were not completed during the regular service visits. The crews will have a complete set of all necessary maintenance equipment; large mowers, push mowers, metal blade edgers, string trimmers, blowers, and backpack sprayers, as well various hand tools such as any necessary pruning equipment, shovels, tarps, rakes, brooms, etc.

The Russell Landscape irrigation department will handle the monthly wet checks, weekly water source checks, repairs, and reporting. A two-person team will inspect all zones once each month and make all in-contract repairs. Any out-of-contract repairs will be proposed with our report or at the time of need.

All turf, tree, shrub, and groundcover fertilization and pesticide applications shall be performed by the dedicated Russell Landscape horticultural services department whose only focus is plant health. These applications will be applied using our logoed spray vehicles and personnel applying both liquid and granular products at the proper rates per material label and under EPA guidelines and restrictions. Russell Landscape has 6 employees possessing Florida CPO licenses, as well as the necessary licenses from the state to apply as a company.

All Russell Landscape service teams mentioned above will be under the direct supervision of an Account Manager. He will serve as the main point of contact as well as be responsible for the coordination of all activities of Russell Landscape employees. The Account Manager will in turn report to his Branch and Regional Managers, and our Chief Operating Officer. This team of individuals will work seamlessly to ensure all quality expectations are met and exceeded. Biographies are above.

TRANSITION PLAN:

First 30 Days:

- Conduct inspection of service location with the Berry Bay team. Provide typed results of inspection with items to address within the first 30 days by Russell's operational team. Ensure all have a clear understanding of the primary concerns and expectations to ensure site improvement from day one.
- Obtain soil samples of turf from multiple areas for base line reading of pH and soil needs. Depending on soil test results, we will update our recommended turf program for the coming year. Address any broad leaf weeds and grassy weeds in the turf and establish chemical plan for common areas based on existing strand of turf grass.
- Russell's irrigation team will conduct a complete evaluation of any existing irrigation systems checking irrigation heads, valves, controllers, and settings. Check to ensure each controller has automatic rain sensors and zone separation. Note irrigation issues such as broken heads, electrical issues, broken lateral lines or main lines. Provide the Berry Bay team a detailed irrigation inspection report. Detailed irrigation mapping of the system showing main line shut offs, types of heads, zone coverage, and recommendations to improve/reduce water usage can be provided at an additional fee after system functionality has been restored.
- Inspect planting beds, review mulching schedule, and address bare areas in the planting beds. Establish defined bed lines using bed line trencher and shovels incorporating all natural areas and bare spots due to tree cover or other natural cause. Identify/address unsightly plants-and make recommendations, remove dying or dead plants and develop a replacement plan for Berry Bay if desired.
- Seasonal color team to inspect all seasonal color beds, treat insect infested or diseased plants, apply fertilizer, and touch up with fresh mulch. Schedule a meeting with Berry Bay's team to discuss spring color designs and goals for the future.
- International Society of Arboriculture (ISA) Certified Arborist to conduct a tree inspection, note pruning requirements, insect disease or fertility issues, and make recommendations to address any safety issues. Insure we have building clearance and security lights are not being obstructed by tree limbs.
- Begin building Integrated Pest Management (IPM) program
- Provide Berry Bay's leadership with our 24/7 contact information, including cell phone numbers and email addresses for contacting our managers in the event of an emergency.
- Take pictures of sites to document existing conditions and to demonstrate improvements moving forward.

First 60 days:

- Conduct our 2nd inspection with the Berry Bay team to review prior month's results and ensure all items have been addressed. Provide a written report and grade the property from an overall impression to determine focus for the next 30 days.
- Make recommendations with cost estimates for enhancements to Berry Bay's team for budgeting purposes specifically looking for security issues and visual improvement. Intent is to ensure the overall safety and curb appeal of the community with an agreed plan for execution with the Berry Bay team.

- Follow up with our seasonal color designs for the next scheduled color install. Seasonal color team to have completed several inspections and treatments by this point. Evaluate progress and make necessary changes in protocol to get results expected.
- Evaluate turf quality and plant health, related to fertility, insect and disease and overall plant vigor. Make necessary changes to plant healthcare program of Integrated Pest Management (IPM) strategy to maximize plant and turf vigor.
- Continue to monitor irrigation systems operational performance. Provide recommendations to adjust systems operations based on input from the maintenance team.

First 90 days:

- Conduct our 3rd inspection with the Berry Bay team, review previous property inspection to insure all items have been addressed. Provide property inspection report and grade the property assessment.
- Monitor success of IPM system and modify as needed to insure plant and turf vigor.
- Seasonal color team to identify any beds in need of rework prior to the next change out so we capture as part of the planting for next season.

SIMILAR COMMUNITIES LIST

*****The following is not an all-inclusive list, but all have a similar annual contract value to the Berry Bay, are similar product types, and is intended to verify our qualification*****

1. The Sun City Center West Master Association – 3 Years - Current
2. The Sandestin Owners Association – 12 years – Current
3. The Turnberry Owners Association – 10 years – Current
4. The Lake Lanier Islands Lodge & Resort – 8 years – Current
5. The Hilton Sandestin Beach Golf Resort & Spa – 6 years - Current
6. The City of Atlanta – 6 years – Current
7. The City of Norcross – 3 years – Current
8. The City of Smyrna – 2 years – Current
9. The City of Douglasville – 2 years - Current
10. The City of Lawrenceville – 11 years – Not Current
11. The City of Alpharetta – 4 years – Current
12. The City of Savannah – 7 years – Current
13. The City of Hendersonville – 5 years – Current
14. The City of Plant City – 2 years – Current
15. The City of Goose Creek – 2 years - Current
16. The Hamilton Mill Homeowners Association – 14 years – Current
17. The Windermere Homeowners Association – 14 years – Current
18. The Littlebrook Homeowners Association – 18 years - Current
19. The Ridge Homeowners Association – 6 years – Not Current
20. The River Club Homeowners Association – 7 years – Current
21. The Soleil Laurel Canyon Community Association – 5 years – Current
22. The Cumberland Community Improvement District – 12 years – Current
23. The Gwinnett Place Community Improvement District – 16 years – Current
24. The South Forsyth Community Improvement District – 3 year – Current
25. The Buckhead Community Improvement District – 3 year – Current
26. The Lilburn Community Improvement District – 5 years - Current
27. The Aerotropolis Community Improvement Districts – 5 years – Not Current
28. The North Fulton Community Improvement District – 9 years – Not Current
29. The Town Center Community Improvement District – 7 years – Not Current
30. The Sugarloaf Community Improvement District – 7 years – Current
31. The Evermore Community Improvement District – 7 years – Not Current
32. The Metro South Community Improvement District – 6 years – Not Current
33. The Upper Westside Community Improvement District – 4 years – Not current

REFERENCES:

Ravinia
Service Time: 2024 – Present
Jorge Arizmendi
813-610-6960
Baxter43@aol.com

Sun City West Master Association
Service Time: 2021 – Present
Shawna Deiulio
813-955-6886
shawna@kpmaster.com

Bay Breeze
Service Time: 2023 – Present
Kevin Hitson
(919) 664-4343
Baybreezehoa.president@gmail.com

Fairway Village
Service Time: 2025 – Present
Carobeth Kelly
(314) 313-2217
kellycarobeth@gmail.com

REPORTS AND ACCOUNTABILITY:

At Russell Landscape we strive to provide both the highest level of available quality and customer service. To that end, we have several internal protocols in place to keep lines of communication open and keep the service level at its highest. We will conduct monthly management coordination meetings and walks of the property with the property manager to evaluate the current condition of the grounds, look at possible enhancement projects, ensure any prior requests have been completed, and hopefully eliminate as many surprises as possible. A written report will be generated from the walk and distributed to the property manager that will serve as our marching orders for the next 30 days and can be used internally by the property manager to update property owners, tenants, and superiors on current conditions and upcoming plans. A sample of this report is below. Additionally, we conduct periodic internal scoring of each property that we then use to evaluate our teams, managers, and crew leaders. These scores are then used as teaching and motivational tools to inspire competition among our teams and give opportunities to celebrate successes. Between these two reporting methods, we ensure several sets of eyes are on each property monthly, proactive solutions are delivered quickly for any emerging issues, and consistent communication is achieved.

Item 1
Whitestone Way and Middle Fork Trail - Turf overall looks great.

Discuss with crew to fully remove grass clippings during cleanup.

Item 2
Whitestone Way - Remove woody volunteers and control crack weeds.

Item 3
Lochsa Lane - Start discussion to remove lower limbs that are unsightly. One option would be to continue Viburnum on opposite side of fence as a screen for Moore Rd.

Item 4
Moore Rd Entrance - Review azaleas that are defoliated and determine if these should be replaced.

Item 5
Moore Rd - Remove general fallen limbs along natural area along sidewalk.

Item 6
Moore Rd - Continue to control and eradicate Wisteria vines.

Item 7
Moore Rd - Control weeds populating in ground-cover with selective herbicide.

Item 8
April Checklist

+ Apply fertilizer to Bermuda grass & Zoysia grass

+ Apply weed control to turf

+ Prune new growth on shrubs (as needed)

+ Start-up irrigation systems

+ Inspect trees, turf, shrubs for insects & disease, treat as needed

+ Start spring flower installation

+ Apply pre-emergent herbicide to Fescue in late April

Brandon Thomas
Russell Landscape

SEASONAL COLOR:

Seasonal color design, installation, and maintenance are paramount to establishing the identity and distinction of all properties. At Russell Landscape we take this to heart and dedicate the necessary resources to ensure seamless communication through the design and installation process and methodically execute our well-honed maintenance and fertilization plan throughout the season to ensure our customers always look their best. Our full-time flower designer will set up a consultation prior to each seasonal rotation to discuss vision, theme, likes, dislikes, successes, and misses from previous years prior to generation of designs. A design will be drawn for each bed, and once complete, a follow up meeting will be scheduled to review. After any necessary revisions and receiving final approval, our dedicated seasonal color crews will handle the installation. After installation, the care of the flowers is now in the hands of our specialized seasonal color management crews along with the oversight of our regular maintenance crews, supervisors, area managers, and executive team. A rigid fertilization schedule and bi-weekly maintenance visits to remove spent blooms, groom accent plants, remove any volunteer growth, and touch up mulch will ensure our success in presenting the best product available in the industry.

DESIGN CAPABILITIES:

The Russell Landscape design department is dedicated to renovation and long-term master planning for our existing customer base. These services are typically provided at no charge to our maintenance customers as an added value to our partnership. The seamless process from design, to implementation to maintenance allows us to move quickly, warranty all material, and provide the best solutions and highest level of quality to our partners. The Russell Landscape design department is currently staffed with 5 degreed landscape architects and led by Scott Tanner who is a registered Landscape Architect in Florida, Georgia, Tennessee, Alabama, North Carolina, and South Carolina. Our team can manage any project of any size from cradle to grave.

EQUIPMENT LIST:

The following equipment and tools are available for utilization in the management of the Berry Bay grounds:

- eXmark 96 inch riding mowers
- eXmark 60 inch walk-behind mowers
- eXmark 48 inch walk-behind mowers
- eXmark 21 inch push mowers
- Toro 60” Reelmaster riding mower
- Trucut 30” walk-behind reel mowers
- Trucut 21” walk-behind reel mowers
- Stihl backpack blowers
- Stihl backpack sprayers
- Stihl weed-eaters
- Stihl stick edgers
- Stihl hedge trimmers
- Stihl gas shears
- Stihl pole chainsaws
- Stihl 21” chainsaws
- Honda pressure washer
- Ventrac aerator
- Little Wonder street blower
- Isuzu 1-ton trucks with 600 gallon spray rigs
- Isuzu 1-ton equipment trucks
- Bed-trenching machine
- Assorted hand tools, shovels, rakes, ladders, etc.

SAFETY

Russell Landscape has a moral and business obligation to provide a safe work environment for its employees, subcontractors, and the public. It is, therefore, the company's policy to abide by the Occupational Safety and Health Standards and to initiate and maintain appropriate practices that promote safety in the work environment.

All our employees and subcontractors are required to attend a weekly safety program. All employees and Subcontractors are also given a company Safety Manual as well as Company Safety Rules upon hire, for their review and signature. These items include, but are not limited to:

- Safety Acknowledgement Form
- Highway Right of Way Safety Training
- Construction Jobsite Safety Rules
- Substance Abuse Policy
- Hazard Communication/MSDS
- Regular Safety Training
- Fire Extinguisher Safety
- Fall Protection Safety
- Lawn Maintenance Safety
- Emergency Planning
- Ladder Safety
- Housekeeping/Clean-up
- Electrical Safety
- Excavation and Trenching Safety
- Crane and Rigging Safety
- Vehicle Safety
- Accident Reporting

In addition, all employees are required to wear official Russell Landscape work shirts, khaki work pants, hard toe boots, yellow reflective logoed safety vests, and all appropriate PPE (Personal Protective Equipment) as determined by job specifics.

HIRING AND TRAINING PROCEDURES

A. *Hiring and Training Procedures*

a. New Hire Procedure

Once a potential candidate has expressed interest in working for Russell Landscape an application is completed and submitted to our Human Resources Manager and an interview is scheduled with the appropriate Branch or Account Manager. After an interview has been conducted and a job offer is extended and accepted, a Russell landscape hire packet is completed by the employee. This packet includes the following:

i. All required state and federal tax documentation
ii. I-9 employment eligibility paperwork and documentation
iii. Drug screening consent
iv. Background check consent
v. Personal Protection Equipment Contract
vi. Russell Landscape Safety Contract

b. Team Member Training

Russell Landscape prides itself on having the most qualified and well-trained staff of professional men and women in the industry. All Russell Landscape employees are required to complete a series of training programs at different milestones of their tenure starting from the very first day of employment and continuing throughout their careers with Russell.

Initial Training:

New employees are teamed with experienced Training Crew Leaders for their first 30 days of employment, regardless of their previous experience. During this initial period, newly hired individuals will be evaluated and taught the skillsets necessary to deliver Russell quality service. This includes but is not limited to:

i. Proper use of safety equipment
ii. Handling and usage of stick equipment such as edgers and weed eaters
iii. Handling and usage of mowing equipment
iv. Handling and usage of blowers
v. Handling, storage and use of common herbicides and pesticides
vi. Plant and turf identification
vii. Proper pruning technique for the most common plant species

Once a newly hired team member has demonstrated proficiency in these areas he or she is then assigned to a permanent crew.

Ongoing Training:

All team members are required to participate in ongoing training programs that focus on particular areas of landscape maintenance such as but not limited to:

i. Advanced pruning techniques
ii. Turf, shrub and plant disease and stress identification
iii. Advanced pesticide, herbicide, and fungicide use
iv. First-aid and CPR

On Site Training:

Every property is different, and all Russell employees understand the importance of personalized service. Prior to any crew commencing service on any property of any kind, a thorough walk of the property is performed with the Crew Leader and the Account Manager where all areas of special interest or special instructions are identified. The first 30 days of service on all new properties are governed by a specific set of guidelines pertaining to maintenance, irrigation, herbicide, pesticide, and fertilizer applications. Account Managers, Property Managers and Crew Leaders will be in very close contact to ensure that all obligations and expectations are met and exceeded.

MAINTENANCE PERSONNEL UNIFORMS

RUSSELL LANDSCAPE
Celebrating 30 Years!

Official Maintenance Crew Uniform

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Russell Landscape Florida, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) **P**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

P.O. Box 96747

Requester's name and address (optional)

6 City, state, and ZIP code

Charlotte, NC 28296-6747

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

4	5	-	3	6	9	3	5	2	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** John P. Beasley **Date** 9/19/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2024

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 Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United Specialty Insurance Company	12537
INSURER B: Safety National Casualty Corporation	15105
INSURER C: Gotham Insurance Company	25569
INSURER D: Ascot Insurance Company	23752
INSURER E: Evanston Insurance Company	35378
INSURER F: Navigators Specialty Insurance Company	36056

INSURED
Russell Landscape Florida, LLC
4300 Woodward Way
Sugar Hill, GA 30518

COVERAGES **CERTIFICATE NUMBER:** W36342358 **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: X POLICY X PRO-JECT LOC OTHER:	Y	Y	ATN2419762	11/01/2024	11/01/2025	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 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	CA6676830	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	EX202400005564	11/01/2024	11/01/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	LDS4069023	11/01/2024	11/01/2025	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
D	Installation Floater			IMMA2410002276-01	11/01/2024	11/01/2025	Jobsite Limit Deductible	$500,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER

For Information 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

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

SR ID: 26776011 BATCH: 3714883

AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc.	NAMED INSURED Russell Landscape Florida, LLC 4300 Woodward Way Sugar Hill, GA 30518
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Certificate Holder is included as an Additional Insured as respects to General Liability, Auto Liability as required by written contract or agreement and Umbrella/Excess Liability.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Certificate Holder.

Waiver of Subrogation applies in favor of Certificate Holder with respects to General Liability, Auto Liability as required by written contract or agreement, Umbrella/Excess Liability and Workers Compensation, as permitted by law.

Ongoing and Completed Operations is included under the General Liability policy.

INSURER AFFORDING COVERAGE: Ascot Insurance Company NAIC#: 23752
POLICY NUMBER: IMMA2410002276-01 EFF DATE: 11/01/2024 EXP DATE: 11/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Equipment Leased/Rented	Per Occurence	$100,000
	Per Item	$100,000
	Deductible	$15,000

INSURER AFFORDING COVERAGE: Evanston Insurance Company NAIC#: 35378
POLICY NUMBER: CPLMOL127172 EFF DATE: 11/01/2024 EXP DATE: 11/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution/Professional Liability	Per Occurence	$1,000,000
	Aggregate	$2,000,000
	Deductible	$10,000

INSURER AFFORDING COVERAGE: Navigators Specialty Insurance Company NAIC#: 36056
POLICY NUMBER: SF24EXCE0JD17IC EFF DATE: 11/01/2024 EXP DATE: 11/01/2025

ADDITIONAL INSURED: Y
SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Liability		$3,000,000 xs of
		$2,000,000

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SR ID: 26776011 BATCH: 3714883 CERT: W36342358

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
June 22, 2024	**JF231582**	**June 1, 2025**

THE **CERTIFIED PEST CONTROL OPERATOR** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **June 1, 2025**

Lawn and Ornamental

GREG SEAN PITTMAN
14105 INDIGO RIDGE LANE
LITHIA, FL 33547

WILTON SIMPSON, COMMISSIONER

FNGLA
FLORIDA NURSERY, GROWERS AND LANDSCAPE ASSOCIATION

FNGLA Certificate of Completion

for

William Dutton

For Completion of

FCHP Practice Test Central Florida

Completed: 2/12/2021

FNGLA Director of Industry Certifications

State of Florida
Department of State

I certify from the records of this office that RUSSELL LANDSCAPE FLORIDA, LLC is a limited liability company organized under the laws of the State of Florida, filed on October 27, 2011, effective October 27, 2011.

The document number of this limited liability company is L11000122917.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on February 10, 2025, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of February, 2025

Secretary of State

Tracking Number: 7993312135CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

FNGLA
CERTIFIED PROFESSIONAL
HORTICULTURE
The Florida Nursery, Growers & Landscape Association
Confers on
David Both H32 11899
The Title of
FNGLA Certified Horticulture Professional (FCHP)

UF IFAS
Certificate of Training
Best Management Practices
Florida Green Industries
GV35621-1
GV35621
David L. Both
has successfully met all requirements necessary to be fully trained through
the Green Industries Best Management Practices Program developed by the
Florida Department of Environmental Protection with the University of
Florida Institute of Food and Agricultural Sciences.
R. Meriem
3/24/2015

Department of
Environmental Protection
2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400

UF IFAS
UNIVERSITY of FLORIDA

GI-BMP Trainee ID: GV915774
Certification date: 2/3/2021

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. Your certificate of completion and wallet card are attached. If there are errors in the certificate, or if we can be of further assistance, please contact the GI-BMP Office of the UF/IFAS Florida-Friendly Landscaping™ Program at gi.bmp@ifas.ufl.edu or (352) 273-4517.

Please note that this training certificate alone does not authorize you to apply fertilizer commercially. You must take additional steps to become licensed for commercial fertilizer application in the state of Florida. The Limited Urban Commercial Fertilizer Applicator Certification (state "fertilizer license") is issued by the Florida Department of Agriculture and Consumer Services (FDACS).

Apply online: https://acseconnu.freshfromflorida.com. The certificate number from this document is required to apply for Fertilizer Applicator Certification. For assistance contact: The Bureau of Licensing and Enforcement, (850) 617-7997.

If your test score is 90% or greater, you may be eligible to become a GI-BMP Instructor:
http://ffl.ifas.ufl.edu/professionals/instructor_program.html

Test Score: 85%

William Henry Dutton III

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

William Henry Dutton III

GV915774-1 (Certificate #)
GV915774 (Trainee ID #)

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

UF IFAS

Certificate of Training
Best Management Practices
Florida Green Industries

GV915774-1
Certificate #
GV915774
Trainee ID #

The undersigned hereby acknowledges that

William Henry Dutton III

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer

T. Wichman
Instructor

2/3/2021
Date of Class

DEP Program Administrator

Not valid without seal

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 **$** 116,040.00

Storm Cleanup - $75.00 / Hour

Freeze Protection: Installation of trunk wrapping and frost cloth as requested. All work will be billed on a time and materials basis.

Hand Watering:

$75.00 / hr for employee with hand-held hose

$150.00 / hr for water truck/tanker

_____**Yr.**

PART 2

Fertilization (All labor and materials) **$** 37,098.65 **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 lb / 1000 sf	1,100 lbs	$3,124.75
April	46-0-0	0.5 lb / 1000 sf	1,100 lbs	$3,124.75
May	21-7-4 SRN w/ Talstar	1 lb / 1000 sf	1,100 lbs	$2,863.00
July	13-0-0 Fe foliar application	3.5 gal / 1000 sf	3,345 gallons	$2,444.50
August	21-7-4 SRN w/ Talstar	1 lb / 1000 sf	1,100 lbs	$2,863.00
October	24-2-11 + Pre-M	1 lb / 1000 sf	1,100 lbs	$3,124.75

PASPALUM (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March				
April				
May				
July				
August				
September				
November				

BAHIA (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 lb / 1000 sf	1,100 lbs	$3,207.75
April	46-0-0	0.5 lb / 1000 sf	1,100 lbs	$3,207.75
May	21-7-4 SRN w/ Talstar	1 lb / 1000 sf	1,100 lbs	$2,934.50
July	13-0-0 Fe foliar application	3.5 gal / 1000 sf	3,549 gallons	$2,497.00
August	21-7-4 SRN w/ Talstar	1 lb / 1000 sf	1,100 lbs	$2,934.50

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	12-6-6 + Micros SRN	1.5 lb / 1000 sf	206 lbs	$650.00
June	12-6-6 + Micros SRN	1.5 lb / 1000 sf	206 lbs	$650.00
October	12-6-6 + Micros SRN	1.5 lb / 1000 sf	206 lbs	$650.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8N-2P2O5-12K2O-4Mg	1.5 lb / 100 sf	504 lb	$705.60
June	8N-2P2O5-12K2O-4Mg	1.5 lb / 100 sf	504 lb	$705.60
September	8N-2P2O5-12K2O-4Mg	1.5 lb / 100 sf	504 lb	$705.60
November	8N-2P2O5-12K2O-4Mg	1.5 lb / 100 sf	504 lb	$705.60

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
March	5-10-5 SRN + Micros	1 lb / 1000 sf	As needed	Included
June	5-10-5 SRN + Micros	1 lb / 1000 sf	As needed	Included
September	5-10-5 SRN + Micros	1 lb / 1000 sf	As needed	Included

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) **$** 4,017.00 **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)

$ 87,360.00 /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)
Sabal	334	1	$21,710.00	$86,840.00
Bismark	2	1	$130.00	$520.00

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. $ 5,000.00 / 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) **$** 44,250.00 **/Yr.**

Freeze Protection: Gravity drain all pipes by closing meter and activating each individual zone, higher zones first, then proceed successively toward lower elevations. Open any hose bibbs and open all test cocks on backflows.

$10,000.00 / application

After hours emergency service hourly rate $85.00 / hr (i.e. broken mainlines, pump & wells, etc.)

PART 5

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

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

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 41,340.00 /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 $ 3.00 /annual

$ 19,500.00 /rotation

$ 78,000.00 /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)

$ 201,405.65 **/Yr.**

FIRST ANNUAL RENEWAL	$ 201,405.65 /Yr.
SECOND ANNUAL RENEWAL	$ 207,616.00 /Yr.
THIRD ANNUAL RENEWAL	$ 214,106.00 /Yr.

Contractor/Firm Name Russell Landscape Florida, LLC

Firm Address 1002 East Shell Point Road

City/State/Zip Ruskin, FL 33570

Phone Number 813-470-8808 Fax Number 470-822-1321

Name and Title of Representative Eileen Grum - Business Development
(Please Print)

Representative's Signature Eileen Grum

Date 6/13/2025

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

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 2024

SECOND RENEWAL YEAR

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 **$** 119,640.00

Storm Cleanup - $77.50 / Hour

Freeze Protection: Installation of trunk wrapping and frost cloth as requested. All work will be billed on a time and materials basis.

Hand Watering:

$77.50 / hr for employee with hand-held hose

$155.00 / hr for water truck/tanker

_____Yr.

PART 2

Fertilization (All labor and materials) **$** 38,231.00 **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 lb / 1000 sf	1,100 lbs	$3,222.00
April	46-0-0	0.5 lb / 1000 sf	1,100 lbs	$3,222.00
May	21-7-4 SRN w/ Talstar	1 lb / 1000 sf	1,100 lbs	$2,950.00
July	13-0-0 Fe foliar application	3.5 gal / 1000 sf	3,345 gallons	$2,520.00
August	21-7-4 SRN w/ Talstar	1 lb / 1000 sf	1,100 lbs	$2,950.00
October	24-2-11 + Pre-M	1 lb / 1000 sf	1,100 lbs	$3,222.00

PASPALUM (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March				
April				
May				
July				
August				
September				
November				

BAHIA (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 lb / 1000 sf	1,100 lbs	$3,305.00
April	46-0-0	0.5 lb / 1000 sf	1,100 lbs	$3,305.00
May	21-7-4 SRN w/ Talstar	1 lb / 1000 sf	1,100 lbs	$3,025.00
July	13-0-0 Fe foliar application	3.5 gal / 1000 sf	3,549 gallons	$2,575.00
August	21-7-4 SRN w/ Talstar	1 lb / 1000 sf	1,100 lbs	$3,025.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	12-6-6 + Micros SRN	1.5 lb / 1000 sf	206 lbs	$670.00
June	12-6-6 + Micros SRN	1.5 lb / 1000 sf	206 lbs	$670.00
October	12-6-6 + Micros SRN	1.5 lb / 1000 sf	206 lbs	$670.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8N-2P2O5-12K2O-4Mg	1.5 lb / 100 sf	504 lb	$725.00
June	8N-2P2O5-12K2O-4Mg	1.5 lb / 100 sf	504 lb	$725.00
September	8N-2P2O5-12K2O-4Mg	1.5 lb / 100 sf	504 lb	$725.00
November	8N-2P2O5-12K2O-4Mg	1.5 lb / 100 sf	504 lb	$725.00

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
March	5-10-5 SRN + Micros	1 lb / 1000 sf	As needed	Included
June	5-10-5 SRN + Micros	1 lb / 1000 sf	As needed	Included
September	5-10-5 SRN + Micros	1 lb / 1000 sf	As needed	Included

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) **$** 4,145.00 **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)

$ 87,360.00 /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)
Sabal	334	1	$21,710.00	$86,840.00
Bismark	2	1	$130.00	$520.00

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. $ 5,000.00 / 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) **$** 45,600.00 **/Yr.**

Freeze Protection: Gravity drain all pipes by closing meter and activating each individual zone, higher zones first, then proceed successively toward lower elevations. Open any hose bibbs and open all test cocks on backflows.

$10,310.00 / application

After hours emergency service hourly rate $90.00 / hr (i.e. broken mainlines, pump & wells, etc.)

PART 5

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

636 CY Medium Pine Bark Mulch per specs for top-dressing at $ 67.00 /CY

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 42,612.00 /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 $ 3.10 /annual

$ 20,150.00 /rotation

$ 80,600.00 /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)

$ 207,616.00 **/Yr.**

FIRST ANNUAL RENEWAL $ 201,405.65 /Yr.

SECOND ANNUAL RENEWAL $ 207,616.00 /Yr.

THIRD ANNUAL RENEWAL $ 214,106.00 /Yr.

Contractor/Firm Name Russell Landscape Florida, LLC

Firm Address 1002 East Shell Point Road

City/State/Zip Ruskin, FL 33570

Phone Number 813-470-8808 Fax Number 470-822-1321

Name and Title of Representative Eileen Grum - Business Development
(Please Print)

Representative's Signature Eileen Grum

Date 6/13/2025

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:

PART 1

General Landscape Maintenance and Irrigation **$** 123,360.00

Storm Cleanup - $80.00 / Hour

Freeze Protection: Installation of trunk wrapping and frost cloth as requested. All work will be billed on a time and materials basis.

Hand Watering:

$80.00 / hr for employee with hand-held hose

$160.00 / hr for water truck/tanker

_____Yr.

PART 2

Fertilization (All labor and materials) **$** 39,431.00 **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 lb / 1000 sf	1,100 lbs	$3,322.00
April	46-0-0	0.5 lb / 1000 sf	1,100 lbs	$3,322.00
May	21-7-4 SRN w/ Talstar	1 lb / 1000 sf	1,100 lbs	$3,040.00
July	13-0-0 Fe foliar application	3.5 gal / 1000 sf	3,345 gallons	$2,600.00
August	21-7-4 SRN w/ Talstar	1 lb / 1000 sf	1,100 lbs	$3,040.00
October	24-2-11 + Pre-M	1 lb / 1000 sf	1,100 lbs	$3,322.00

PASPALUM (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March				
April				
May				
July				
August				
September				
November				

BAHIA (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 lb / 1000 sf	1,100 lbs	$3,410.00
April	46-0-0	0.5 lb / 1000 sf	1,100 lbs	$3,410.00
May	21-7-4 SRN w/ Talstar	1 lb / 1000 sf	1,100 lbs	$3,120.00
July	13-0-0 Fe foliar application	3.5 gal / 1000 sf	3,549 gallons	$2,655.00
August	21-7-4 SRN w/ Talstar	1 lb / 1000 sf	1,100 lbs	$3,120.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	12-6-6 + Micros SRN	1.5 lb / 1000 sf	206 lbs	$690.00
June	12-6-6 + Micros SRN	1.5 lb / 1000 sf	206 lbs	$690.00
October	12-6-6 + Micros SRN	1.5 lb / 1000 sf	206 lbs	$690.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8N-2P2O5-12K2O-4Mg	1.5 lb / 100 sf	504 lb	$750.00
June	8N-2P2O5-12K2O-4Mg	1.5 lb / 100 sf	504 lb	$750.00
September	8N-2P2O5-12K2O-4Mg	1.5 lb / 100 sf	504 lb	$750.00
November	8N-2P2O5-12K2O-4Mg	1.5 lb / 100 sf	504 lb	$750.00

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
March	5-10-5 SRN + Micros	1 lb / 1000 sf	As needed	Included
June	5-10-5 SRN + Micros	1 lb / 1000 sf	As needed	Included
September	5-10-5 SRN + Micros	1 lb / 1000 sf	As needed	Included

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) **$** 4,275.00 **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)

$ 87,360.00 /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)
Sabal	334	1	$21,710.00	$86,840.00
Bismark	2	1	$130.00	$520.00

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. $ 5,155.00 / 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) **$** 47,040.00 **/Yr.**

Freeze Protection: Gravity drain all pipes by closing meter and activating each individual zone, higher zones first, then proceed successively toward lower elevations. Open any hose bibbs and open all test cocks on backflows.

$10,630.00 / application

After hours emergency service hourly rate $95.00 / hr (i.e. broken mainlines, pump & wells, etc.)

PART 5

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

636 CY Medium Pine Bark Mulch per specs for top-dressing at $ 69.00 /CY

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 43,884.00 /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 $ 3.20 /annual

$ 20,800.00 /rotation

$ 83,200.00 /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)

$ 214,106.00 **/Yr.**

FIRST ANNUAL RENEWAL $ 201,405.65 /Yr.

SECOND ANNUAL RENEWAL $ 207,616.00 /Yr.

THIRD ANNUAL RENEWAL $ 214,106.00 /Yr.

Contractor/Firm Name Russell Landscape Florida, LLC

Firm Address 1002 East Shell Point Road

City/State/Zip Ruskin, FL 33570

Phone Number 813-470-8808 Fax Number 470-822-1321

Name and Title of Representative Eileen Grum - Business Development
(Please Print)

Representative's Signature Eileen Grum

Date 6/13/2025

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

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 2024

RUSSELL LANDSCAPE GROUP - IRRIGATION PRICING - 2025

SERVICE CALL CHARGE AFTER HRS	$180.00 PER HR PER MAN
LABOR RATES	
TWO MAN CREW	$180.00 PER HR
THREE MAN CREW	$270.00 PER HR
FOUR MAN CREW	$360.00 PER HR
FIVE MAN CREW	$450.00 PER HR
SIX MAN CREW	$540.00 PER HR

HEADS REPLACEMENT ONLY	**material and labor**	**material cost**
RAINBIRD 5004 ROTOR PLUS PRS	$90.00	$45.00
RAINBIRD 5004 SHURB ROTOR PLUS PRS	$81.00	$36.00
RAINBIRD 5012 ROTOR PLUS PRS	$120.00	$75.00
HUNTER I-20 4" ROTOR (STAINLESS STEEL)	$99.00	$54.00
HUNTER I-20 6" ROTOR (STAINLESS STEEL)	$111.00	$66.00
RAINBIRD 1804 PRS SPRAY HEAD	$63.00	$18.00
RAINBIRD 1806 PRS SPRAY HEAD	$81.00	$36.00
RAINBIRD 1812 PRS SPRAY HEAD	$90.00	$45.00
MICRO SPRAY ON POLY RISER	$38.00	$15.00
DIG UP AND CAP OFF HEAD	$53.00	$8.00
DIG UP AND RAISE / LOWER / SET HEAD TO GRADE	$53.00	$8.00
ADD SPRAY HEAD 1-10' AWAY	$190.00	$55.00
ADD SPRAY HEAD 10-20' AWAY	$275.00	$75.00
ADD ROTOR HEAD 1-20' AWAY	$275.00	$65.00
ADD ROTOR HEAD 20-30' AWAY	$325.00	$85.00
MOVE HEAD	$32.50	$10.00
NOZZLES REPLACEMENT		
REPLACE RAINBIRD NOZZLE	$17.50	$4.00
REPLACE HUNTER MP ROTATOR NOZZLE	$31.50	$18.00

PIPING

REPAIR 3/4" PVC LATERAL LINE BREAK	$390.00	$30.00
REPAIR 1" PVC LATERAL LINE BREAK	$450.00	$50.00
REPAIR 1 1/2" - 2" LATERAL LINE BREAK	$450.00	$60.00
REPAIR 1" MAIN LINE BREAK	$590.00	$50.00
REPAIR 1- 1/2" MAIN LINE BREAK	$700.00	$70.00
REPAIR 2" MAIN LINE BREAK	$710.00	$80.00
REPAIR 2-1/2" MAIN LINE BREAK	$805.00	$85.00
REPAIR 3" MAIN LINE BREAK	$885.00	$165.00
REPAIR 17MM DRIP LINE BREAK	$28.50	$6.00
REPAIR MICRO TUBING	$28.50	$6.00

VALVES

REPLACE 1" VALVE	$650.00	$95.00
REPLACE 1" SCRUBBER VALVE	$835.00	$295.00
REPLACE 1-1/2 VALVE	$795.00	$255.00
REPLACE 1-1/2 SCRUBBER VALVE	$945.00	$405.00
REPLACE 2" VALVE	$837.00	$297.00
REPLACE 2" SCRUBBER VALVE	$1,056.00	$516.00

CONTROLLERS

INSTALL RAINBIRD 4ME OUTDOOR CONTROLLER- 4 ZONE BASE (22 ZONE MAXIMUM)	$918.00	$378.00
INSTALL RAINBIRD 6-ZONE EXPANSION MODULE	$195.00	$171.00
INSTALL RAINBIRD 12LXMEF OUTDOOR CONTROLLER- 12 ZONE BASE	$2,118.00	$1,578.00
INSTALL RAINBIRD 12-ZONE EXPANSION MODULE	$535.00	$512.00

RAIN SENSORS

INSTALL RAINBIRD WR2 WIRELESS RAIN/FREEZE SENSOR	$495.00	$225.00
INSTALL RAINBIRD RSD WIRED RAIN SENSOR	$350.00	$80.00
REPLACE RAIN SENSOR BATTERY		$25.00

DOWN ZONES

REGULAR DOWN ZONE	$540.00	$180.00
TWO WIRE DOWN ZONE	$820.00	$280.00

MAPPING IRRIGATION ZONES	DONE AS A TIME AND MATERIAL BASES @ A RATE OF $180.00 PER HR	
BORING INHOUSE UNDER 30'		$1,010.00
ZONE INSTALL CONVENTIONAL		$1800.00 - $2200.00
ZONE INSTALL TWO WIRE		$2500.00 - $2800.00

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

PROPOSER: Russell Landscape Florida, LLC DATE: 6/11/2025

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
2	60" eXmark mower	2	Ruskin, FL
2	48 " eXmark mower	2	Ruskin, FL
2	36" eXmark mower	2	Ruskin, FL
2	21" eXmark mower	2	Ruskin, FL
3	Stihl String Trimmer	2	Ruskin, FL
3	Stihl Backpack Blower	2	Ruskin, FL
3	Stihl Stick Edger	2	Ruskin, FL
2	Stihl Hedge Trimmers	2	Ruskin, FL
2	Stihl Gas Shears	2	Ruskin, FL
2	REEL Mowers	1	Ruskin, FL

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. Shawn LaRue	25+	Regional Manager	Directs and Supports Florida Operations
2. Greg Pittman	10+	Branch Manager	Directs and Supports Branch Operations
3. William Dutton	30+	Director of Workforce Safety	Ensure appropriate safety measures exist and are adhered to
4. Josh Camp	20+	Maintenance VP and GM	Management of maintenace organization
5.			

Proposed Staffing Levels

Landscape Maintenance and Irrigation staff will always include, at a minimum; 7 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.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. David Both	15+	Account Manager	Oversee day to day operations at Berry Bay
2. Stephen Alvarez	10+	Horticulture Production Mgr.	Oversee hort services success at Berry Bay
3. Roberto "Paz" Rivera	20+	Enhancement Crew Leader	Oversee enhancement projects at Berry Bay
4. Jason Alzamora	15+	Irrigation & Support Services Mgr.	Oversee support services operations

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: Ravinia Homeowners Association

Contact: Jorge Arizmendi Contact Phone: (813) 610-6960

Project Type/Description: HOA - approximately 36 acres of managed landscape areas and villas

Dollar Amount of Contract: $160,000.00

Your Company's Detailed Scope of Services for Project:

Weekly visits year round to ensure all landscape areas are healthy, cut, trimmed, weed and litter free. Includes full turf chemical program, insect and disease control, plant healthcare, irrigation and mulching services. Full landscape management of approximately 36 acres of managed landscape common areas and villas.

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

2. Project Name/Location: Sun City West Master Association

Contact: Shawna Deiulio Contact Phone: (813) 955-6886

Project Type/Description: Management of approximately 45 acres of landscaped area

Dollar Amount of Contract: $500,000.00

Your Company's Detailed Scope of Services for Project:

Weekly visits year round to ensure all landscape areas are healthy, cut, trimmed, weed and litter free. Includes full turf chemical program, insect and disease control, plant healthcare, irrigation and mulching services. Full landscape management of common areas throughout the community.

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

3. Project Name/Location: Bay Breeze

Contact: Kevin Hitson Contact Phone: (919) 664-4343

Project Type/Description: Full service management of an HOA community that is OLM managed

Dollar Amount of Contract: $270,000.00

Your Company's Detailed Scope of Services for Project:

Experience cont.

Weekly visits year round to ensure all lansdcape areas are healthy, cut, trimmed, weed and litter free. Includes full turf chemical program, insect and disease control, plant healthcare, irrigation and mulching services

Duration of Contract: START DATE: 2023 END DATE: Current

4. Project Name/Location: Fairway Village

Contact: Carobeth Kelly Contact Phone: (314) 313-2217

Project Type/Description: Full service management of a large HOA community

Dollar Amount of Contract: $250,000.00

Your Company's Detailed Scope of Services for Project:

Weekly visits year round to ensure all landscape areas are healthy, cut, trimmed, weed and litter free. Includes full turf chemical program, insect and disease control, plant healthcare, irrigation and mulching services.

Duration of Contract: START DATE: 2025 END DATE: Current

5. Project Name/Location: Anchor Cove

Contact: Wayne Copeland Contact Phone: (813) 601-6523

Project Type/Description: Large HOA community inside of Mira Bay

Dollar Amount of Contract: $150,000.00

Your Company's Detailed Scope of Services for Project:

Weekly visits year round to ensure all landscape areas are healthy, cut, trimmed, weed and litter free. Includes full turf chemical program, insect and disease control, plant healthcare, irrigation and mulching services.

Duration of Contract: START DATE: 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 _x___

If yes, please fill in information below:

Project Name/Location: _____

Contact: _____ Phone: _____$ amt.: _____

Your company's Scope of Services for Project: _____

_____

_____

Duration of Contract: START DATE:_____ 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)

SUNRISE
LANDSCAPE

Maintenance Proposal

Berry Bay CDD
16 June 2025

Prepared By:
Clay Sones
813-892-8226
csones@sunriselandscape.com
5100 W. Kennedy Blvd, Suite 325 Tampa, FL 33609

Berry Bay

Thank you for the opportunity to provide a bid for the landscape management of your property. Drawing from our 45+ years of local experience at similar properties, we are confident that we can be a great asset to both the appearance and health of your landscape.

The following proposal outlines landscape maintenance services custom tailored to your specific property, its unique characteristics, and your desired scope of work. At Sunrise, we believe a comprehensive and bespoke landscape maintenance program is necessary to provide the best service possible. A “one size fits all” approach is simply not good enough.

The details and budget of the above mentioned program are outlined in the following pages of this document.

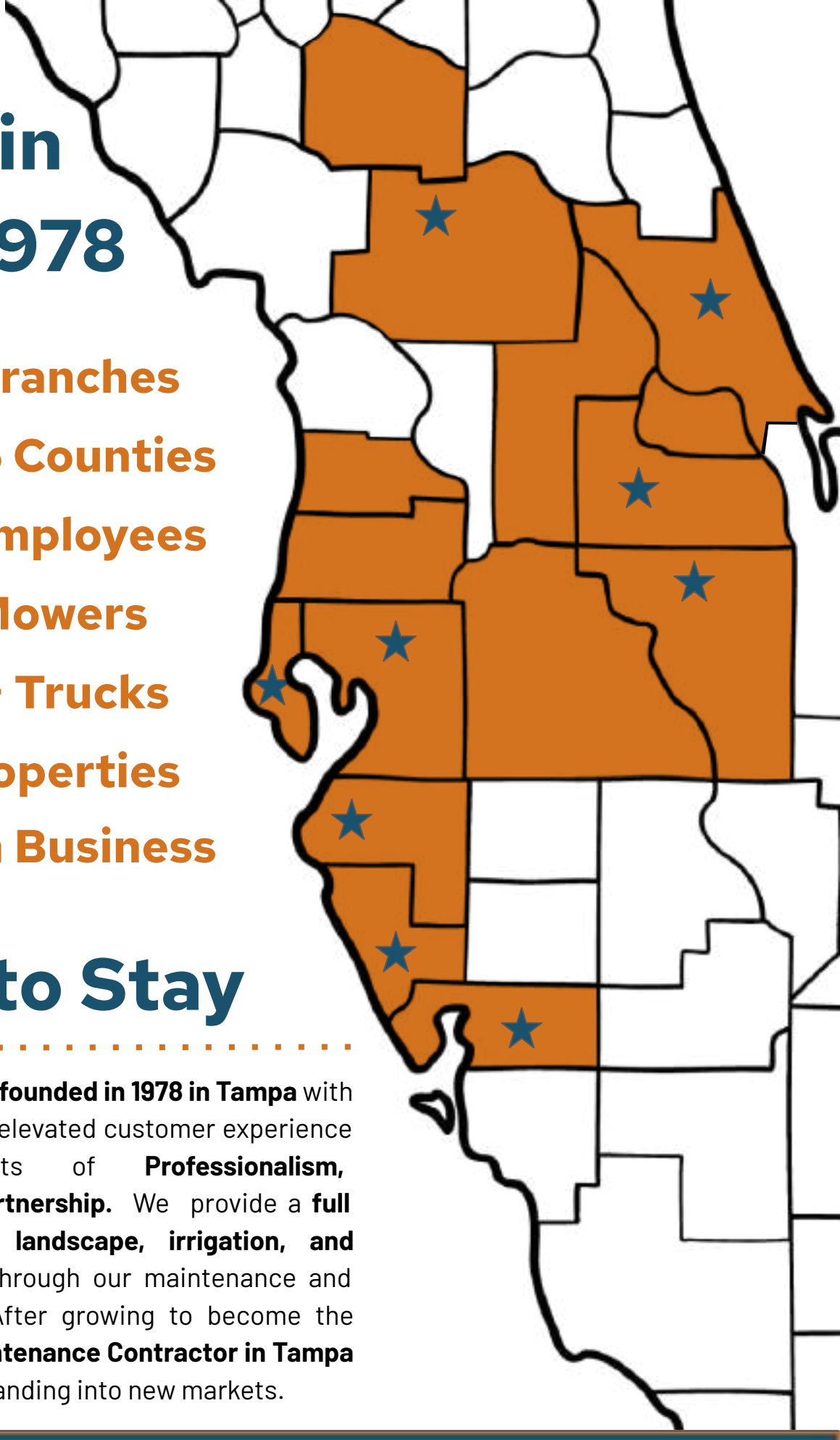
Thank you for the consideration, and we look forward to being long term stewards of the landscape at Berry Bay.

Best regards,

Clay Sones – Business Development

Sunrise Landscape

Founded in Tampa 1978



9 Branches

15 Counties

1200+ Employees

1000+ Mowers

500+ Trucks

2000+ Properties

46 Years In Business

Here to Stay

Sunrise Landscape was **founded in 1978 in Tampa** with a mission to provide an elevated customer experience through the tenets of **Professionalism, Accountability**, and **Partnership.** We provide a **full suite of commercial landscape, irrigation, and horticulture services** through our maintenance and installation divisions. After growing to become the **largest Landscape Maintenance Contractor in Tampa Bay**, we are proudly expanding into new markets.

About us

Sunrise currently services all varieties of commercial properties in SouthWest Florida including: **CDD's, HOA's, hospitals, medical offices, multifamily complexes, retail centers, industrial facilities, office parks, corporate campuses, churches, and more**. With **1000+ employees** and over **1000+ managed properties**, Sunrise is prepared for a job of any size and complexity.

Rooted in Florida

With over **Four Decades** of local experience, we are intimately knowledgeable of our local flora. Our entire company lives, works, and gives back to the Florida community.

Certified Experts

Sunrise proudly staffs subject matter experts with the following **licenses** and **certifications**:

- Florida State Irrigation License
- Florida General Contractor
- Certified Pest Control Operator
- ISA Certified Arborist
- FNGLA Certified Horticulture Professional
- Florida Dept. of Agriculture Train the Trainer

All Work Performed In-House

We pride ourselves in taking ownership of the entire customer experience. Sunrise is proud to offer full service landscape maintenance, landscape construction, and landscape design services all in-house:

Maintenance

Horticulture

Irrigation

Construction

Design

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

Construction & Enhancement

In addition to providing excellent landscape maintenance services, Sunrise Landscape is one of Tampa Bay's preeminent landscape construction companies.

Our 8-acre private nursery is fully stocked with Florida friendly plant material ready for your construction project. We staff a full team of designers, engineers, project managers, and crew members that perform design-build landscape projects for the country's largest homebuilders and construction companies.

This expert team is available to our maintenance customers to bid and perform enhancement projects!

TESTING & REPORTING

Monthly Landscape Quality Audit

A monthly report, called a Landscape Quality Audit, is generated by the property's account manager and delivered to the customer. This report has information on the work Sunrise performed that month, progress of long term initiatives, early signs of landscape issues, etc. The Landscape Quality Audit serves as a monthly status report on the health of your landscape and our efforts to improve it.

Monthly Irrigation Report

In addition to the Landscape Quality Audit, Sunrise delivers monthly irrigation reports. For new properties, we conduct an initial irrigation inspection, map out the irrigation zones, and perform a health check of the system's various components. These findings are presented to the customer with a detailed list of what needs to be repaired and the associated urgency.

For every subsequent month's irrigation report, Sunrise provides information on seasonal watering schedule changes and repairs that were performed.

Initial Soil and Water Tests

At every new property, Sunrise performs a soil composition and water composition analysis. With this vital information, Sunrise will better understand what your specific plant material needs, so that we can custom tailor our services foster the best possible results.

Chain of Communication

Every property managed by Sunrise is assigned an account manager at contract signature. The account manager leads the Sunrise in-house teams to facilitate all work performed on site.

<u>This landscape expert is also the customer's designated point of contact - eliminating frustrating communication issues. Whether in person, by phone, email, or text, your account manager is available to help with any landscape need.</u>

General Manager

Account Manager

Customer

Irrigation Manager

Horticulture Manager

Production Manager

On Site Crew Lead

Crew

Key Personnel

Austin is the CEO of Sunrise, a role he has held since purchasing the company in 2019. Austin grew up in a third-generation family construction business in South Carolina and has a breadth of management experience across various roles in small business, multinational corporations, and institutional finance. Since acquiring Sunrise, Austin has been focused on investing in the people, systems, and assets of the business to further cement Sunrise as the preferred commercial landscaping provider in Tampa Bay. Under Austin's leadership, Sunrise is focused on building a sustainable company for the long-term.Austin studied at the University of South Carolina, earning a BS in International Business and graduating Magna Cum Laude. While there, he won the NCAA Division I National Championship as a member of the USC baseball team. Austin received a MBA with Honors from the University of Chicago Booth School of Business with concentrations in entrepreneurship, operations, and economics.

Austin Ashmore, CEO

Alex Gonzalez - Regional Manager SWFL

Industry Experience: 9
Years at Sunrise: 4
Alex Gonzalez has a BA in Business Administration from King University. In 2016, Alex joined Sunrise as an account manager and quickly became a critical asset to the company's operations. Alex has climbed the ranks within Sunrise and now oversees all operations in SWFL. Alex's extensive knowledge of all operational and administrative functions allows him to provide excellent results with excellent customer service.

Craig Smith - Installation and Irrigation Manager

Industry Experience: 15 Years
Years at Sunrise: 3 Years

Craig Smith is the General Manager of the Installation Division at Sunrise. Craig oversees all install, construction, and enhancement functions. Craig graduated with a BS in Construction Management from the University of Florida and holds both a Commercial General Contractors license and an Irrigation Specialty Contractors license.

Brandon Beckman - Regional Lawn & Ornamental Director

Industry Experience: 15 Years
Years at Sunrise 12 Years

Brandon brings a wealth of experience and expertise to the company. His credentials include certifications as a pest control opertatio, UF palm management certification, and Gi-BMP certification, underscoring his commitment to professional excellence. Brandon's extensive knowledge spans a diverse range of turf grasses and athletic field management, making him a versatile asset. He is particularly adept in diagnosing horticultural issues and executing strategies to resolve.

Key Personnel

Niles Badgerow - Account Manager

Industry Experience: 20
Years at Sunrise: 5

Niles is a true landscape veteran with 20 years of Floridian landscape experience under his belt. Since joining Sunrise in 2021, Niles has become an integral part of the operations team. Niles specialty is in complex, master planned residential communities where his attention to detail can shine.

Neil Santiago - Operations Manager

Industry Experience: 12 years
Years at Sunrise: 8 Years

Neil is a dedicated employee at Sunrise Landscape who has climbed the ranks from crew member to Operations Manager where he oversees crew logistics, crew training, crew staffing, and property-level problem solving. Neil's deep understanding of all on-site roles enables him to take on complex projects with confidence and innovation. His ability to adapt to environmental changes and accommodate customer expectations reflects a remarkable blend of flexibility and expertise.

Christian Santiago - Production Manager

Industry Experience: 14 years
Years at Sunrise: 11 Years

With an impressive 11 years of steadfast dedication, Christian Santiago has become a cornerstone of the Sunrise organization. Christian's commitment to excellence is evident through his extensive knowledge of company processes and his role as a mentor to newer team members. Christian has been on-site at Waterset for 9+ years; originally as a Crew Leader and now a Production Manager. In his role as Production Manager, Christian oversees and assists the crews on-site to ensure optimal execution.

Jacob Romero - Horticulture Manager

Industry Experience: 16 years
Years at Sunrise: 16 Years

Jacob Romero has been a valuable member of the company for an impressive 16 years, bringing a deep well of expertise to his role. He is Gi-BMP certified and holds both a pest control operator's license and a limited fertilizer applicators license. Jacob's skills are particularly strong in identifying specific insects, diseases, and broadleaf weeds, and developing custom solutions to remediate. His extensive experience and specialized certifications underscore his proficiency and dedication to ensuring optimal landscape conditions.

References & Case Study

Harrod Properties

44 Class A commercial office buildings and parks

8031 114th Ave. Largo, FL 33773
Jeff Bennett 813-382-7672
jbennett@harrodproperties.com

Sunrise has provided installation and maintenance services to Harrod Properties for 15+ years. Harrod is a real estate development group that specializes in Class A commercial and medical space. Currently, Sunrise manages 44 properties for Harrod.

North River Ranch CDD

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

North River Ranch is a master planned community that currently has ~2,000 homes with an additional ~6,000 in various stages of planning and development. Sunrise is contracted to design and install all landscape on site. Sunrise also provides full service landscape maintenance services to all common areas in the community.

Baypoint Commerce Center

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

Baypoint Commerce Center is a 16 acre, Class A commercial campus in St. Petersburg. Sunrise provides full landscape management services to the development.

P.K. Yonge Developmental Research School at the University of Florida

P.K. Yonge Developmental Research School (DRS) is a renowned institution with a sprawling 31-acre facility. This property includes numerous buildings, gymnasiums, three sports fields, and several common areas, all requiring meticulous landscaping and property management. As a school dedicated to maintaining high standards for it's grounds, P.K. Yonge sought a reliable and innovative landscaping partner capable of addressing diverse needs beyond basic maintenance. Scan to learn more about how we solved their irrigation issues!

Narrative Description / Ops Plan

1. General Maintenance Schedule

- **Mowing, Weed Eating & De-Weeding:**
  Sunrise will mow, string trim (weed eat), and manually de-weed all maintained areas **42 times per year**, providing consistent weekly service with allowances for holidays and inclement weather.
- **Maintenance Crew Presence:**
  A dedicated maintenance crew will be on site **4 days per week** to maintain turf, common areas, and entry features.
- **Winter Service Visits (10 Weeks per Year):**
  During the **10 weeks of the year when mowing is not required due to winter dormancy**, our crews will continue service by focusing on **manual weed removal and trash pick-up** throughout the property to maintain cleanliness and appearance.

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2. Detail and Shrub Maintenance

- **Shrub Pruning:**
  Our detail crew will visit the property **once per month** to prune all shrubs and ornamental plant material, maintaining appropriate size, structure, and health.

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3. Irrigation Management

- **Monthly Inspections:**
  Our irrigation team will perform a full **system inspection once per month**, checking zones, heads, valves, and controller programming. Any issues outside the scope of routine maintenance will be documented and brought to the CDD's attention.

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4. Horticultural Services

- **Turf Fertilization:**
  All turf areas will be fertilized **six (6) times per year** using seasonally appropriate blends to promote vigor, color, and root development.

- **Plant Fertilization:**
  Shrub and ornamental beds will be fertilized **three (3) times per year** to maintain plant health and vitality.
- **Palm & Tree Fertilization:**
  All palms and ornamental trees will receive targeted fertilization to meet specific nutrient needs and support long-term health.

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5. Reporting and Communication

- Weekly updates will be provided to the CDD representative detailing work completed, any notable issues, and upcoming scheduled services.
- Monthly reports for irrigation inspections and horticultural treatments will be submitted for documentation and transparency.

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 **$ 246,000 Yr.**

PART 2

Fertilization (All labor and materials) **$ 60,327.84 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	10-0-20 + Pre M	1 lb N/ 1000 sf	5,000 lbs	$4,244.00
April	46-0-0	.5 lbs N/ 1000 sf	543 lbs	$1,125.01
May	16-0-16	1 lb N/ 1000 sf	4,000 lbs	$3,984.07
July	Liquid Iron	5 fl oz/ 1000 sf	2,500 fl oz	$1,615.84
August	16-0-16	1 lb N/ 1000 sf	4,000 lbs	$3,984.07
October	10-0-20 + Pre M	1 lb N/ 1000 sf	5,000 lbs	$4,244.00
PASPALUM (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	10-0-20 + PreM	1 lb N/ 1000 sf	1,000 lbs	$1,540.25
April	46-0-0	.5 lbs N/ 1000 sf	109 lbs	$385.72
May	16-0-16	1 lb N/ 1000 sf	800 lbs	$1,365.97
July	10-0-20	1 lb N/ 1000 sf	1000 lbs	$1,445.97
August	Liquid Iron	5 fl oz / 1000 sf	500 fl oz	$554.00
September	16-0-16	1 lb N/ 1000 sf	800 lbs	$1,365.97
November	10-0-20 + PreM	1 lb N/ 1000 sf	1,000 lbs	$1,540.25
BAHIA (per specifications in Part 2)				

Pricing

MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	10-0-20 + Pre M	1 lb N/ 1000 sf	3,000 lbs	$2,940.48
April	46-0-0	.5 lbs N/ 1000 sf	326 lbs	$736.37
June	16-0-16	1 lb N/ 1000 sf	2,400 lbs	$2,607.75
August	Liquid Iron	5 fl oz / 1000 sf	1,500 fl oz	$1,057.64
October	10-0-20	1 lb N/ 1000 sf	3,000 lbs	$2,760.48

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-1 0-10	4 lbs N/ 1000 sf	4,375 lbs	$2,650.00
June	8-1 0-10	4 lbs N/ 1000 sf	4,375 lbs	$2,650.00
October	8-1 0-10	4 lbs N/ 1000 sf	4,375 lbs	$2,650.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2.0-12	1.5 lb N/100 sf	3,188 lbs	$3,720.00
June	8-2.0-12	1.5 lb N/100 sf	3,188 lbs	$3,720.00
Sept	8-2.0-12	1.5 lb N/100 sf	3,188 lbs	$3,720.00
Nov	8-2.0-12	1.5 lb N/100 sf	3,188 lbs	$3,720.00

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapes, Loropetalum)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	All shrubs & Ornamentals	4,375 lbs	Included
June	8-10-10	All shrubs & Ornamentals	4,375 lbs	Included
October	8-10-10	All shrubs & Ornamentals	4,375 lbs	Included

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) **$ 9,049.18 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)

$ 458.40 /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)
Bismark	2	4	$22.80	$182.40
Reclinata	3	4	$23.00	$276.00

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. $ 13,390.00 / 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) **$ 26,705.64 /Yr.**

PART 5

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

500 CY Medium Pine Bark Mulch per specs for top-dressing at $ **69.23**/CY

Installation of Pine Bark Mulch (medium) (All labor and materials) $ **34,611.75** /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 $ 4.50 /annual

$ 29,250 /rotation

$ 117,000 3/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)

$ 352,082.46 /Yr.

FIRST ANNUAL RENEWAL	$ 352,082.46 /Yr.
SECOND ANNUAL RENEWAL	$ 352,082.46 /Yr.
THIRD ANNUAL RENEWAL	$ 359,186.58 /Yr.

Contractor/Firm Name SR Landscaping, LLC (DBA Sunrise Landscape)

Firm Address 5100 W. Kennedy Blvd, Suite 325

City/State/Zip Tampa, FL 33609

Phone Number 813-892-8226 Fax Number NA

Name and Title of Representative Clay Sones, Business Development
(Please Print)

Representative's Signature Clay Sones

Date 6.13.25

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

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 2024

Equipment List

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

PROPOSER: Sunrise Landscape DATE: 6.13.25

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
2	72" Toro Mower	1	Lena Road, Bradenton
1	48" Toro Mower	1	Lena Road, Bradenton
1	62" Toro Mower	1	Lena Road, Bradenton
1	Hort Rig and Sprayer	4	Lena Road, Bradenton
2	Irrigation Rig	5	Lena Road, Bradenton
3	Suite of Hand Operated Power Equipment (Blowers, Line Trimmer, Edger)	1	Lena Road, Bradenton
2	Hedge Trimmers	1	Lena Road, Bradenton

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.Niles Badgerow	20 Yrs.	Account Manager	POC / Acct mgmt. / project mgmt.
2 Neil Santiago	12 Yrs	Operations Manager	Ops Planning / QC / Ops mgmt.
3. Christian Santiago	14 Yrs	Production Manager	Field Services / Supervision
4 Brandon Beckman.	15 Yrs.	Horticulture Manager.	Oversee all Hort Operations
5. Alex Gonzalez.	15 Yrs.	Regional Manager.	Oversee all operations regionally

Proposed Staffing Levels

Landscape Maintenance and Irrigation staff will always include, at a minimum; 5-8 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. Yanfel Reyes	5	Crew Leader / Foreman	Crew Lead
2. Angel Rivera	5	Field Crew	Field Operator
3. Avery Green	7	Field Crew	Field Operator
4. Jacob Romero	27	L&O Tech	Application of Hort Treatments

Evaluation Criteria

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 West
   Contact: Patti Picciano Contact Phone: 540-878-1353
   Project Type/Description: HOA
   Dollar Amount of Contract: $380,000
   Your Company's Detailed Scope of Services for Project: Sunrise provides full service landscape maintenance services to this community including:
   Maintenance (mow, edge, weed, blow, trim, cleanup, etc)
   Irrigation (Management and repair)
   Horticulture (Fertilizer, Herbicide, Insecticice, Fungicide)
   Duration of Contract: START DATE: 2023 END DATE: Current

2. Project Name/Location: Hawkstone CDD
   Contact: Allison Martin Contact Phone: 941-773-6413
   Project Type/Description: CDD
   Dollar Amount of Contract: $571,292
   Your Company's Detailed Scope of Services for Project: Sunrise provides full service landscape maintenance services to this community including:
   Maintenance (mow, edge, weed, blow, trim, cleanup, etc)
   Irrigation (Management and repair)
   Horticulture (Fertilizer, Herbicide, Insecticice, Fungicide)
   Duration of Contract: START DATE: 2018 END DATE: Current

3. Project Name/Location: Roan Hills
   Contact: Lisa Lazaro Contact Phone: 352-387-7480
   Project Type/Description: HOA
   Dollar Amount of Contract: $305,500

Your Company's Detailed Scope of Services for Project: Sunrise provides full service landscape maintenance services to this community including:

Experience cont.

Maintenance (mow, edge, weed, blow, trim, cleanup, etc)

Irrigation (Management and repair)

Horticulture (Fertilizer, Herbicide, Insecticice, Fungicide)

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

4. Project Name/Location: Channing Park HOA

Contact: Nathan Oliveira Contact Phone: 401-862-6829

Project Type/Description: HOA

Dollar Amount of Contract: $327,188

Your Company's Detailed Scope of Services for Project: Sunrise provides full service landscape maintenance services to this community including:

Maintenance (mow, edge, weed, blow, trim, cleanup, etc)

Irrigation (Management and repair)

Horticulture (Fertilizer, Herbicide, Insecticice, Fungicide)

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

5. Project Name/Location: Encore at Fishhawk

Contact: Marilyn Cose Contact Phone: 813-335-7966

Project Type/Description: HOA

Dollar Amount of Contract: $385,400

Your Company's Detailed Scope of Services for Project: Sunrise provides full service landscape maintenance services to this community including:

Maintenance (mow, edge, weed, blow, trim, cleanup, etc)

Irrigation (Management and repair)

Horticulture (Fertilizer, Herbicide, Insecticice, Fungicide)

Duration of Contract: START DATE: 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.

Evaluation Criteria

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: Hawkstone CDD

Contact: Allison Martin Phone: 941-773-6413 $ amt.: $571,292

Your company's Scope of Services for Project: Sunrise provides full service landscape maintenance services to this community including; Maintenance, Irrigation, and Horticulture work

Duration of Contract: START DATE: 2018 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)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SR Landscaping LLC

2 Business name/disregarded entity name, if different from above
Sunrise Landscape

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5321 Baptist Church Road

Requester's name and address (optional)

6 City, state, and ZIP code
Tampa, FL 33610

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
8 4 - 2 7 8 8 1 0 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► B Hamm Date ► May 23, 2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Certificate of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/17/2023

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 Stahl & Associates Insurance, Inc. 110 Carillon Parkway St. Petersburg FL 33716	CONTACT NAME: Chayla Deitz, CISR, CIC PHONE (A/C, No, Ext): (727) 391-9791 FAX (A/C, No): (727) 393-9623 E-MAIL ADDRESS: certificatesstpete@stahlinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FCCI Insurance Group	10178
INSURER B: National Trust Insurance Co	20141
INSURER C: Monroe Guaranty Ins Co	32506
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
SR Landscaping, LLC DBA: Sunrise Landscape
5521 Baptist Church Rd.
Tampa FL 33610

COVERAGES CERTIFICATE NUMBER: 2022 SR Landscaping 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 LOC OTHER:	Y	Y	GL10007322901	10/01/2022	10/01/2023	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	CA10007328201	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
A/B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	Y	Y	10008019500 / 78190775	10/01/2022	10/01/2023	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	Y	WC010007323101	10/01/2022	10/01/2023	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
A	Leased/Rented Equipment			CM10007323001	10/01/2022	10/01/2023	Max Per Item Occurrence Deductible	$200,000 $200,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Informational Purposes
XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX

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.

Thank you

Clay Sones

Business Development

csones@sunriselandscape.com |
813-892-8226

WE INVITE YOU TO

DISCOVER THE DIFFERENCE

Request for Proposal:

Berry Bay CDD

Contact: Shannon Dyer
Shannon@pinelakellc.com
(656) 224-9119

PINELAKELLC.COM

12980 TARPON SPRINGS RD | ODESSA, FL | 33556

12980 TARPON SPRINGS RD.
ODESSA, FL 33556
813.948.4736

June 16th, 2025

Dear Berry Bay CDD and Board of Directors,

Pine Lake Services appreciates the opportunity to submit our qualifications for the **Landscape Maintenance Services at Berry Bay CDD.** Pine Lake is a **certified minority business** since **1998**, providing professional experience in **growing, installation, irrigation, and maintenance services**.

Pine Lake Services will provide Berry Bay CDD with a fully-staffed crew each week, along with separate pest control technicians, and separate ancillary crews as needed. Once awarded we will provide you a single point of contact to guarantee ease of communication between yourself and PLS.

We Care About the Details

Our mission is to focus on developing outstanding relationships and providing quality goods and services. We pride ourselves for being on time, safe, and within budget! As our company grows, we never want you to forget that our key management and owners are only a phone call away.

Customer Satisfaction Guaranteed

Your satisfaction is our priority, and we strive to provide a service we are proud of. We start every project by providing a thorough consultation to understand your goals and the needs of the project. We do this to guarantee that the project is completed according to your preferences.

Management Team with 150 Years Combined Experience

Berry Bay CDD will be fully staffed with experienced personnel. Our management team has a combined 150 years of experience in landscape installation and maintenance, meaning we can tackle any issues that may arise over the course of the Landscape Maintenance Service contract.

12980 TARPON SPRINGS RD.
ODESSA, FL 33556
813.948.4736

Thank you for taking the time to review our qualifications and considering Pine Lake Services to maintain the landscape for Berry Bay CDD. Please contact Shannon at 656-224-9119 or Shannon@pinelakellc.com with any questions you may have.

We look forward to exceeding your expectations. Come ***Discover the Difference*** with Pine Lake!

Regards,
JOHN AMAROSA, COO

Overview

Pine Lake Services (PLS) is trained in Green Industries Best Management Practices to create visually appealing and environmentally safe communities.

Our team members are certified in "Florida Green Industries Best Management Practices for Protection of Water Resources in Florida" by UF/IFAS Extension and are well-versed in Florida Friendly maintenance practices.

Operational Philosophy & Approach

Our integrated approach to landscaping emphasizes nine interrelated principles:

- Right Plant, Right Place
- Water Efficiently
- Fertilize Appropriately
- Mulch
- Attract Desirable Wildlife
- Manage Yard Pests Responsibly
- Recycle Yard Waste
- Reduce Stormwater Runoff
- Protect the Waterfront

PLS will provide a reliable, well-trained crew for maintenance and detail services, including bed weed control. The team will follow a structured plan using an annual calendar, weekly Gantt charts, and detailed maps for tasks such as maintaining neighborhood entry medians.

A trained team leader will oversee daily operations and serve as the main contact with Berry Bay CDD. The team will also have support from experienced landscape professionals across the Tampa Bay area.

The Berry Bay team will have all the necessary equipment to ensure safety and efficiency. Additional services, such as irrigation inspections, turf care, palm pruning, and mulching, can be provided, with extra crews and technicians available when needed.

Geographic Location

The office of Pine Lake Services that would service your property is located at 14875 US 301 N Parrish, FL 34219. This is approximately only **5** minutes away from Berry Bay CDD. Our headquarters is located at 12980 Tarpon Springs Rd Odessa, FL 33556.

Ability to Manage the Project

Pine Lake Services (PLS) ensures successful project management through:

- Ongoing Training: We prioritize continuous learning to improve team performance, reduce errors, and minimize inefficiencies. Our training platform, Greenius, keeps our employees up to date.
- Regular Site Visits: Frequent visits to the job site allow us to maintain clear communication with Berry Bay CDD property management/board to ensure expectations are met. Our best practices include crew check-ins, property assessments, client updates, and job enhancements.
- Organized Approach: PLS will use detailed production maps, schedules, and Gantt charts to ensure the entire team is aligned and informed about the property's scope and goals, beyond just the Foreman.

Evaluation of Existing Workload

Pine Lake Services current workload will not inhibit our ability to work at Berry Bay CDD. We have the ability to meet and exceed your expectations.

Our Account Management team is currently managing properties within the Tampa Bay area. A dedicated manager will be available for the entirety of Berry Bay CDD Landscape Maintenance and Irrigation Management contract. This person will always your one stop point of contact available for daily communication and any emergencies that may arise.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/9/2024

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

Sterling Seacrest Pritchard, Inc.
3111 W Dr Martin Luther King Jr Blvd
Suite 350
Tampa FL 33607

License#:70726

CONTACT NAME: Courtney Gossen
PHONE (A/C, No, Ext): 813-498-1189 **FAX (A/C, No):**
E-MAIL ADDRESS: cgossen@sspins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : BerkshireHathawaySpecialtyInsuranceCompany	22276
INSURER B : FFVA Mutual	
INSURER C : XLSpecialtyInsuranceCo	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Pine Lake Nursery & Landscape LLC
12980 Tarpon Springs Rd
Odessa FL 33556

PINELAK-01

COVERAGES **CERTIFICATE NUMBER:** 2079977364 **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 OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X RO-POLICY XP JECT LOC OTHER:			47-GLO-332639-02	12/15/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Proj Agg	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS NON-OWNED AUTOS ONLY X HIRED AUTOS ONLY			47-CAO-332641-02	12/15/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X **UMBRELLA LIAB** OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			47-UMO-332642-02	12/15/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYP ROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC840-0812515-2024A	7/1/2024	7/1/2025	X PER OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE$ E.L. DISEASE - POLICY LIMIT	$ 1,000,000 1,000,000 1,000,000
C	Inland Marine			UM00169661MA24A	12/15/2024	7/1/2026	Scheduled Limit Leased/Rented	$615,652 $200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as Additional Insureds with respect to the General Liability, including ongoing and completed operations, Auto Liability, and Umbrella Liability as afforded by the policy and/or endorsements. When required by written contract, a Waiver of Subrogation is granted with respect to the General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies.

CERTIFICATE HOLDER

For Information 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.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Pine Lake Services, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
12980 Tarpon Springs Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Odessa, FL 33556

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
2	7	–	3	3	6	0	1	5	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 10-2-2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Licenses & Certifications

Minority Certificate

City of Tampa Florida

Minority and Small Business Development

Certification Program

Pine Lake Services, Inc.

Small Local Business Enterprise (SLBE)

Lawn Care

The certification is valid from March 22, 2023 to April 15, 2025

Gregory R. Hart, Manager
Minority and Small Business Manager

Minority Business Enterprise

City of Tampa Florida

Minority and Small Business Development

Certification Program

Pine Lake Services, Inc.

Minority Business Enterprise (MBE)

Lawn Care

The certification is valid from March 23, 2023 to April 26, 2025

Gregory R. Hart, Manager
Minority and Small Business Manager

Certified Pest Control Operator

Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

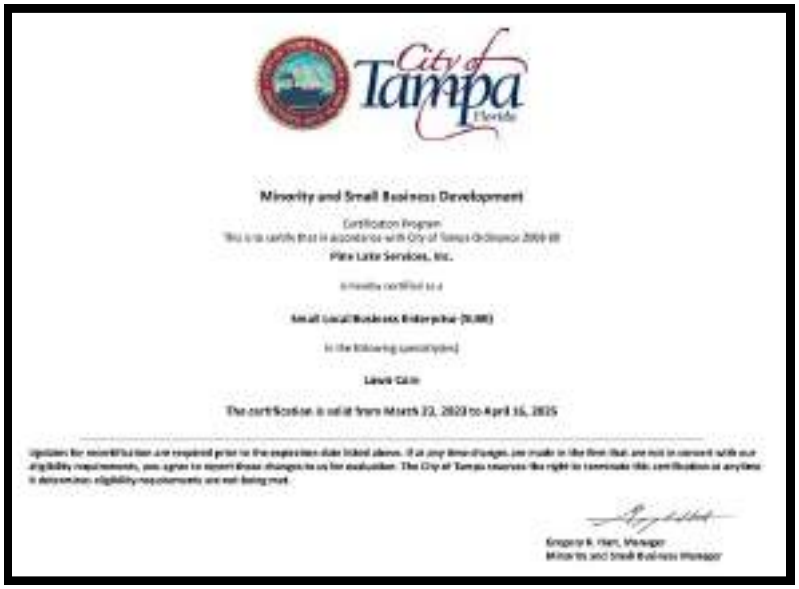
Date
July 24, 2024

Expires
June 1, 2025

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING June 1, 2025

WILTON SIMPSON, COMMISSIONER

Small Local Business Enterprise


City of Tampa Florida

Minority and Small Business Development

Certification Program

Pine Lake Services, Inc.

Small Local Business Enterprise (SLBE)

Lawn Care

The certification is valid from March 22, 2023 to April 15, 2025

Gregory R. Hart, Manager
Minority and Small Business Manager

Small Business Enterprise Certification

PORT TAMPA BAY

Small Business Enterprise Certification

Pine Lake Services, Inc.
Federal ID # 27-3360158

Services Provided: Landscaping & Lawn Maintenance

Valid from 11/01/2023 to 10/31/2024

Brenna L. Lange
SBE & Contracts Manager

Business Tax Receipt

2023 - 2024 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2024

NEW BUSINESS

OCC. CODE
260 951000 LANDSCAPING SERVICE (OVER 3 EMP.)

10 Employees

Receipt Fee 30.00
Hazardous Waste Surcharge 40.00
Law Library Fee 0.00

BUSINESS
PINE LAKE SERVICES LLC
12980 TARPON SPRINGS RD
ODESSA, FL 33556

2023 - 2024

NAME
MAILING ADDRESS
PINE LAKE SERVICES LLC
12980 TARPON SPRINGS RD
ODESSA, FL 33556

Paid 23-0-082708
11/09/2023 120.00

BUSINESS TAX RECEIPT

NANCY C MILLAN, TAX COLLECTOR
813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

Staffing Approach - Key Personnel & Staffing Levels

PLS will ensure the Berry Bay CDD team is fully staffed at all times. Our management team has a combined 150 years of landscape and irrigation maintenance experience, giving us the capability to handle unique situations that may arise.

The following pages include the PLS organizational chart and resumes for the supervisory PLS staff. The resumes highlight relevant and similar property experience.

Proposed Staffing Levels:

Pine Lake Services will staff Berry Bay CDD with the following:

A 4 person crew three times per week in season that will include a Foreman, Lead man and crew. The crew will perform all duties required by the association each week. In addition, there will be a production manager assigned to this property to visit and assist the crew each week.

2 person irrigation crew performing a complete monthly wet check inspection and repairs.

2 person horticulture team to perform monthly applications, inspections and spot treatments.

Enhancement Teams can be dispatched to perform installs of flowers and mulch or small projects.

A dedicated Account Manager who will be your single point of contact for all of your needs and concerns.

Emergency Numbers:

Should an emergency arise during Pine Lake's time contracted with Berry Bay CDD, the management team is always available.

John Amarosa, COO (727) 243-2852
Terry McLane, General Manager (727) 423-7664
Epi Carvajal, Operations Manager (813) 528-5039

Executive Leadership

Berry Bay CDD Staffing

Maintenance Manager
- Jeff Cane, Account Manager
- Epi Carvajal, Operations Manager

Dedicated Staff
- Experienced Foreman
- Mowing & Detail Crews

Ancillary Teams
- Tree Care Teams
- Fertilizer & Pest Control Technician
- Enhancement Teams

JOHN AMAROSA

COO

30
YEARS EXPERIENCE

EDUCATION

University of South Florida B.A. Criminology

Associations

Vice President *of FNGLA*
BOMA
BMI
CAI

CERTIFICATIONS

State of Florida CPCO
GI-BMP Certified in Florida
BMP Certified in Pinellas & Manatee
OSHA 30
UF Palm School Graduate
State of Florida Aquatics Management Certified

DUTIES & RESPONSIBILITIES

Mr. Amarosa organizes and implements company objectives on a day to day basis. He ensures quality, production and safety for the organization. John will ensure client satisfaction while working with the executive leadership team.

PROJECT EXPERIENCE

- *Oversaw landscape operations on the following properties:*
- *City of Tampa Parks*
- *Long Leaf CDD*
- *Concord Station CDD*
- *Oakstead CDD*
- *Highlands CDD*
- *Highland Park CDD*
- *Sterling Hill CDD*
- *Forest Brooke CDD*
- *Waterchase CDD*
- *Lakewood Ranch CDD 1, 2, 3, 5 and 6*
- *South Fork 3 CDD*
- *Carlton Lakes CDD*
- *The Groves CDD*
- *RIverbend West CDD*
- *Harrison Ranch CDD*
- *KBAR Ranch II CDD*

Plus a multitude of extremely large HOA's and High Profile Sites including:

- *Innisbrook Resort*
- *Several Esplanade properties with Taylor Morrison*
- *Several Del Web by Pulte Properties*
- *All BayCare Hospital Facilities*
- *All Moffitt Cancer Center Campuses*
- *Several HCA Hospitals*
- *Encore at Fishhawk*
- *Kings Point HOA*
- *Trinity HOA*
- *Champions Club HOA*
- *Cobb's Landing HOA*
- *East Lake Woodlands HOA*
- *Villa Rosa HOA*
- *Connerton HOA*
- *Wellington HOA*
- *Saddlebrook HOA*
- *HCA Hospitals*

Berry Bay CDD

TERRY MCLANE

General Manager

32
YEARS EXPERIENCE

EDUCATION

Tampa Bay Area Graduate

CERTIFICATIONS

State Of Florida Pest Control
GI-BMP Certified in Florida
OSHA 30

DUTIES & RESPONSIBILITIES

Mr. McLane organizes and implements company objectives on a day to day basis. He ensures quality, production and safety for the organization. Terry will ensure client satisfaction while working with the Operational Leadership team.

PROJECT EXPERIENCE

Oversaw landscape operations on the following properties:

- *Concord Station CDD*
- *Oakstead CDD*
- *Highlands CDD*
- *Highland Park CDD*
- *Sterling Hill CDD*
- *Waterchase CDD*
- *Carlton Lakes CDD*
- *The Groves CDD*
- *Asturia CDD*
- *Bexley Ranch CDD*
- *Connerton West CDD*
- *Riverbend West CDD*
- *KBAR Ranch II CDD*
- *Tampa Bay Golf & Country Club*

Plus a multitude of extremely large HOA's and High Profile Sites including:

- *Innisbrook Resort*
- *Several Esplanade properties with Taylor Morrison*
- *Several Del Web by Pulte Properties*
- *Several BayCare Hospital Facilities*
- *All Moffitt Cancer Center Campuses*
- *Saddlebrook HOA*
- *Trinity HOA*
- *Champions Club HOA*
- *Tampa Bay Golf and Country Club*
- *Villa Rosa HOA*
- *Wellington HOA*
- *Cheval HOA*
- *Epperson Ranch HOA and Lagoon*
- *Estancia HOA*
- *East Lake Woodlands HOA*

EPI CARVAJAL

Operations Manager

27
YEARS EXPERIENCE

Certifications BMP Certified Trainer
CPR Certified Trainer

DUTIES & RESPONSIBILITIES

Epi will be the Account Manager for the CDD. He will prepare the work week for the crews and oversee that all performances that are completed for that week. He will be the point of contact for daily activities. Epi has managed many large scale properties and portfolios in his and past with great success. Epi is well versed in CDD management and care and will communicate via our Account Manager any and all needs to be addressed or improved on.

PROJECT EXPERIENCE

- *Connerton CDD*
- *Riverbend West CDD*
- *KBAR Ranch II CDD*
- *Belleview HOA/POA*
- *Franklin Street Management Portfolio*
- *The Groves CDD & HOA*
- *Oakstead CDD*
- *Saddlebrook Resort*
- *Summer Tree HOA*
- *Tampa Bay Golf & Country Club*

ALEX KOCHER

Horticulture Manager

19

YEARS EXPERIENCE

EDUCATION
Auburn University - Landscape Horticulture

CERTIFICATIONS

Certified Pest Control Operator
General household **Pest - Termite**
GI BMP Certified

DUTIES & RESPONSIBILITIES

Alex is a State of Florida Certified Pest Control Operator and serves as the authority for Pine Lake in all things horticulture. His skills are not limited to the following but a few highlights included:

- warm-season turf grass nutritional requirements
- turf grass disease identification including curative and preventative cultural/chemical treatments turf grass insect
- identification including curative and preventative cultural/chemical treatments
- turf grass weed identification including curative and preventative cultural/chemical treatments
- palm tree nutritional requirements as well as insect and disease issues within the State
- hard wood tree nutritional requirements as well as insect and disease issues within the State
- ornamental shrub and groundcover nutritional requirements ornamental shrub and groundcover insect and disease curative and preventative cultural/chemical treatments

PROJECT EXPERIENCE

- *Moffitt Cancer Center Campuses*
- *City of Tampa Parks and Recreation Sites*
- *BayCare Facilities throughout Tampa*
- *Bay Perry Harvey Park*
- *Carlton Lakes CDD*
- *Riverbend West CDD*

Berry Bay CDD

Experience

Pine Lake Services (PLS) prioritizes consistent and effective communication with Board Supervisors and Property Managers across all the communities we maintain and inspect.

Our strong track record of positive, long-term relationships with property management firms is reflected in the numerous references and letters of recommendation we've received. At PLS, we take pride in fostering these lasting partnerships and providing thorough, regular inspections to ensure each property continues to meet the unique needs of our clients.

Additionally, we've included images of the current properties we maintain, showcasing our commitment to both landscape care and property aesthetics. We go beyond routine maintenance by offering innovative ideas to enhance the overall appearance and value of each property. With approval from Berry Bay CDD management, we also have the flexibility to introduce updates and improvements to the CDD, ensuring the space evolves in alignment with the community's goals.

CDD Experience

PLS has experience with Landscape Installation & Maintenance at Carlton Lakes, Riverbend West, Waterleaf, Cypress Creek, Triple Creek, Tara CDD, Cornergate, Southshore Bay, KBAR Ranch II, Lakeside CDD, Mira Lago CDD, Bull Frog Creek CDD and many more in the greater Tampa Bay area.

References

Riverbend West- Inframark- Ongoing began 10/1/2022

Dollar Amount: $255,000
Point of Contact: *Kristee Cole*
Phone Number: 813 382 7355
Address: 2005 Pan Am Cir Ste 300, Tampa, FL 33607

Scope of Work: PLS is responsible for the Landscape Maintenance and Irrigation System Management at Riverbend West. The scope is similar to Berry Bay CDD including Turf Maintenance, Shrub and Ground Maintenance, Tree Maintenance, Seasonal Color/Perennial Maintenance and Installation, Mulching for Tree and Shrub Bed Areas, General Site Maintenance (Trash, Weed Control and Debris Disposal), Leaf Removal, Natural Area Maintenance, Plant Material Disposal and Irrigation Management.

Carlton Lakes Community-Inframark- Ongoing began 7/1/2021

Dollar Amount: $585,000
Point of Contact: *Jennifer Goldyn*
Phone Number: 813.873.7300
Address: 2005 Pan Am Cir Ste 300, Tampa, FL 33607

Scope of Work: PLS is responsible for the Landscape Maintenance and Irrigation System Management at Carlton Lakes. The scope is similar to Berry Bay CDD including Turf Maintenance, Shrub and Ground Maintenance, Tree Maintenance, Seasonal Color/Perennial Maintenance and Installation, Mulching for Tree and Shrub Bed Areas, General Site Maintenance (Trash, Weed Control and Debris Disposal), Leaf Removal, Natural Area Maintenance, Plant Material Disposal and Irrigation Management.

Lakeside Community- Rizzetta- Ongoing began 8/1/2023

Dollar Amount: $528,000
Point of Contact: *Jason Liggett*
Phone Number: 813.994.1001
Address: 5844 Old Pasco Rd Ste 100 Wesley Chapel

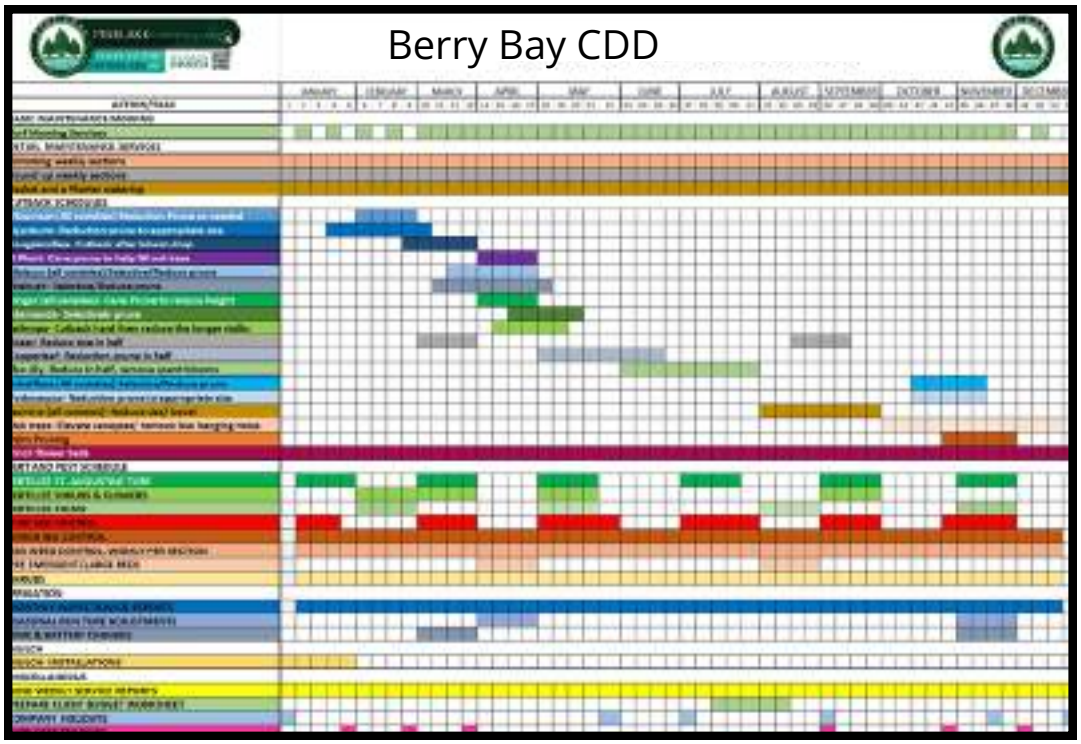
Scope of Work: PLS is responsible for the Landscape Maintenance at Lakeside CDD. The scope is similar to Berry Bay CDD including Turf maintenance, Shrub and Ground Maintenance, Tree Maintenance, Seasonal Color/Perennial Maintenance and Installation, Mulching for Tree and Shrub Bed Areas, General Site Maintenance (Trash, Weed Control and Debris Disposal), Leaf Removal, Natural Area Maintenance, Plant Material Disposal and Irrigation Management.

K-Bar Ranch II Community- Rizzetta-Ongoing began 5/1/2023

Dollar Amount: $700,000
Point of Contact: *Jason Liggett*
Phone Number: 813.994.1001
Address: 5844 Old Pasco Rd Ste 100 Wesley Chapel

Scope of Work: PLS is responsible for the Landscape Maintenance and Irrigation System Management at K-Bar Ranch II. The scope is similar to Berry Bay CDD including Turf and Pond Maintenance, Shrub and Ground Maintenance, Tree Maintenance, Seasonal Color/Perennial Maintenance and Installation, Mulching for Tree and Shrub Bed Areas, General Site Maintenance (Trash, Weed Control and Debris Disposal), Leaf Removal, Natural Area Maintenance, Plant Material Disposal and Irrigation Management.

Annual Operations Calendar



**Sample to be reviewed and agreed upon at contract start*

Daily Gantt Chart

**We will coordinate with the Property Manager to develop all daily/weekly Gantt charts once the job is awarded.*

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

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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 I
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 I

General Landscape Maintenance and Irrigation $ 274,786

_____Yr.

PART 2

Fertilization (All labor and materials) $ 46,708.50 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	20-0-10 + Pre M	1	3,290	$4,457.50
APRIL	30-0-0	.5	10,795	$2,912 50
MAY	30-0-0 + Arena	1	21,590	$4,972 50
JULY	Iron Sulfate	-	1,190	$2,625 25
OCT	30-0-0	1	21,590	$2,915
NOV	20+0-10 + Pre M	1	3,290	$4,457 50

PASPALUM (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	10 lb	13 25
APRIL	30-0-0	.5	5 oz	2.50
MAY	30-0-0	1	10 oz	5
JULY	Iron Sulfate	-	10 oz	22.50
AUG	Iron Sulfate	-	10 oz	22.50
OCT	30-0-0	1	10 oz	2.50
NOV	20-0-10 + Pre M	1	10 oz	13.75

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	2,000 lbs	$3.408.75
APRIL	30-0-0	.5	6,480 oz	$2,118.75
MAY	30-0-0	1	12,960 oz	$2,868.75
AUGUST	Iron Sulfate	-	720 oz	$2,556.25
OCT	20 0-10+ Pre M	1	2000 lb	$3,408 75

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MARCH	8-10-10	4	1000	$1,400
MAY	8-10-10	4	1000	$1,400
OCT	8-10-10	4	1000	$1,400

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MARCH	8-2-12-4	1.5/100 SQ FT	550	$1,431
JUNE	8-2-12-4	1.5/100 SQ FT	550	$1,431
SEPT	8-2-12-4	1.5/100 SQ FT	550	$1,431
NOV	8-2-12-4	1.5/100 SQ FT	550	$1,431

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

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) $ 2,300 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)

$ _____ /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)

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. $ 11,938 / 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) $ 21,600 /Yr.

PART 5

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

869 CY Medium Pine Bark Mulch per specs for top-dressing at $ 56.25 /CY

Installation of Pine Bark Mulch (medium) (All labor and materials) $ 48,881.25 /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 $ 3.20 /annual

$ 20,800 /rotation

$ 83,200 /Yr. (if all rotations are performed - **do not include in Grand Total**)

*Annuals bid on quantities list above not actual counts

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

$ 345,200 /Yr.

FIRST ANNUAL RENEWAL	$ 345,200 /Yr.
SECOND ANNUAL RENEWAL	$ 355,556 /Yr.
THIRD ANNUAL RENEWAL	$ 366,223 /Yr.

Contractor/Firm Name Pine Lake Services, LLC

Firm Address 12980 Tarpon Springs Rd

City/State/Zip Odessa, FL 33556

Phone Number 813-948-4738 Fax Number

Name and Title of Representative Shannon Dyer
(Please Print)

Representative's Signature

Date 6/12/2025

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: Pine Lake Services, LLC DATE: 6/12/2025

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
1	John Deer Tractor	When needed	Odessa, FL
1	Bush Hog	When needed	Odessa, FL
1	Mini Skid Steer	When needed	Odessa, FL
1	Heavy Duty Wheel Loaders	When needed	Odessa, FL
10	Exmark 48" Stand on Turn Mower	Most projects	Odessa and Parrish FL
18	Exmark 60" Stand on Turn Mower	Most projects	Odessa and Parrish FL
4	Exmark 72" Stand on Turn Mower	Most projects	Odessa and Parrish FL
25	Pick ups and trailers	All projects	Odessa and Parrish FL
100	Units of Edgers Line trimmers, Backpack Blowers and sprayers and Hedge Trimmers	All projects	Odessa and Parrish FL
6	Tank Sprayers	When needed	Odessa and Parrish FL
100	Units of Hand Tools	All projects	Odessa and Parrish FL

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. John Amarosa	28	COO/BMP/Osha 30	Oversee business operations
2. Terry McLane	31	General Manager/BMP/Osha 30	Oversee contractual obligations
3. Epi Carvajal	27	Account Manager/BMP/Osha 30	Oversee property/client relations
4. Mark Lanteigne	40	Senior Advisor	Oversee projects/strategy
5. Zach Gilbert	10	Irrigation enhancement supervisor	Oversee irrigation projects

Proposed Staffing Levels

Landscape Maintenance and Irrigation staff will always include, at a minimum; 4 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. Lupe Valdez	30	Irrigation Manager	Oversee irrigation maintenance
2. Ernesto Rodriguez	10	Irrigation technician	Oversee irrigation projects
3. Alex Kocher	20	Fert/Pest/CPCO	Oversee fert/pest program
4. Robert Zambito	21	Certified Arborist	Oversee tree care

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: K Bar Ranch II CDD

Contact: Robert Nolan Contact Phone: 813-533-2950

Project Type/Description: Landscaping & Irrigation Maintenance

Dollar Amount of Contract: $700,000/3years

Your Company's Detailed Scope of Services for Project: Landscaping & Irrigation maintenance, fertlizier and pest control, flower installation, weed control, mulch installation, and enhancement projects when neeeded.

Duration of Contract: START DATE: 5/1/2023 END DATE: Ongoing

2. Project Name/Location: Carlton Lakes CDD

Contact: Jennifer Goldyn Contact Phone: 813-652-2454

Project Type/Description: Landscaping & Irrigation Maintenance

Dollar Amount of Contract: $585,000/3 years

Your Company's Detailed Scope of Services for Project: Landscaping & Irrigation maintenance, fertlizier and pest control, flower installation, weed control, mulch installation, and enhancement projects when neeeded.

Duration of Contract: START DATE: 7/1/2021 END DATE: Ongoing

3. Project Name/Location: Riverbend West CDD

Contact: Krislee Cole Contact Phone: 813-382-7355

Project Type/Description: Landscaping & Irrigation Maintenance

Dollar Amount of Contract: $285,000/3 years

Your Company's Detailed Scope of Services for Project: Landscaping & Irrigation maintenance, fertlizier and pest control, flower installation, weed control, mulch installation,

Experience cont.

and enhancement projects when neeeded.

Duration of Contract: START DATE: 10/1/2022 END DATE: Ongoing

4. Project Name/Location: Lakeside CDD

Contact: Darryl Adams Contact Phone: 813-994-1001

Project Type/Description: Landscaping & Irrigation Maintenance

Dollar Amount of Contract: $528,000/3 years

Your Company's Detailed Scope of Services for Project: Landscaping & Irrigation maintenance, fertlizier and pest control, flower installation, weed control, mulch installation, and enhancement projects when neeeded.

Duration of Contract: START DATE: 6/1/2023 END DATE: Ongoing

5. Project Name/Location: Tara CDD

Contact: Jennifer Goldyn Contact Phone: 813-652-2454

Project Type/Description: Landscaping & Irrigation Maintenance

Dollar Amount of Contract: $232,000/3 years

Your Company's Detailed Scope of Services for Project: Landscaping & Irrigation maintenance, fertlizier and pest control, flower installation, weed control, mulch installation, and enhancement projects when neeeded.

Duration of Contract: START DATE: 10/1/2024 END DATE: Ongoing

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: Bullfrog Creek CDD

Contact: Michael Perez Phone: 656-209-7919 $ amt : $135,000/3 years

Your company's Scope of Services for Project: Landscaping & Irrigation maintenance.
fertilizer and pest control, flower installation, weed control, mulch installation and enhancement projects when needed.

Duration of Contract: START DATE: 10/1/2022 END DATE: Ongoing

(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)**

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:

_____

By: _____

□ Secretary

□ Assistant Secretary

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

_____

By: _____

□ Chairperson

□ Vice Chairperson

Date: _____

ATTEST:

_____

By: _____

Its: _____

_____

By: _____

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

MINUTES OF MEETING
BERRY BAY
COMMUNITY DEVELOPMENT DISTRICT

The Public Hearing and regular meeting of the Board of Supervisors of Berry Bay Community Development District was held on Thursday August 7, 2025, and called to order at 2:02 p.m. at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.

Present and constituting a quorum were:

Carlos de la Ossa	Chairperson
Nicholas Dister	Vice Chairperson *(via phone)*
Ryan Motko	Assistant Secretary
Kelly Evans	Assistant Secretary
Chloe Firebaugh	Assistant Secretary

Also present were:

Jayna Cooper	District Manager
Kathryn Hopkinson	District Counsel
John Vericker	District Counsel
Tyson Waag	District Engineer *(via phone)*
Brooke Chapman	On-Site Manager
Arturo Gandarilla	Field Manager *(via phone)*
Residents	

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

Ms. Cooper called the meeting to order, and a quorum was established.

SECOND ORDER OF BUSINESS **Public Comments**

Ms. Cooper explained the rules on public comments for the Public Hearing meeting also described in detail the adjustments regarding the proposed Fiscal Year 2026 Budget and setting the High-Water Mark indicating the amount was reduced to 11% (originally 25%) due to the elimination of landscape plant replacement and Awning Special projects.

The record shall reflect that Nicholas Dister and Tyson Waag have joined the meeting.

The Board received questions regarding Board of Supervisors positions as opposed to HOA, difference between storm & debris clean-ups, wildlife control, RFP's for landscaping contracts, amenity center/security monitoring service, holiday decoration, street lights, amenity

center WiFi, tennis court and O&M assessments areas costs increases. Issues due to deficient soil (due testing) in the budget, irrigation, ponds, mulch, fences and bonds. Discussions ensued.

THIRD ORDER OF BUSINESS **Public Hearing on Adopting FY 2026 Final Budget**

A. Open Public Hearing on Adopting FY 2026 Final Budget

> On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in favor, Public Hearing on Adopting FY 2026 Final Budget, was opened. 5-0

B. Discussion on Fiscal Year 2026 Budget

Ms. Cooper received public comments regarding turf/soil-testing, procedures for reporting any/all concerns, correspondence, website meeting notices, water/waste dumpster location, future costs incurred for new as opposed to present home owners, community events costs. Discussion ensued. The Board agreed the Community Events line item be set at $10,000.

C. Close Public Hearing on Adopting FY 2026 Final Budget

> On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in favor, Public Hearing on Adopting Fiscal Year 2026 Final Budget, was closed. 5-0

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

> On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in favor, Resolution 2025-11; Adopting the FY 2026 Budget, as revised was adopted. 5-0

E. Consideration of Resolution 2025-12; Levying O&M Assessments

> On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in favor, Resolution 2025-12; Levying O&M Assessments, was adopted. 5-0

FOURTH ORDER OF BUSINESS **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**

The above items 4A.1 through 10 were **TABLED** by the Board to September.

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

The Board agreed to keep the amount at an average.

> On MOTION by Mr. de la Ossa seconded by Ms. Evans, with Chloe Firebaugh opposing, Resolution 2025-13; Adopting Non-Resident Member User Fees for Amenities, as agreed was adopted. 4-1

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

The following is the FY 2026 CDD Meeting Schedule:

- October 2, 2025
- November 6, 2025
- December 4, 2025
- January 8, 2026 (Changed due to holiday)
- February 5, 2026
- March 5, 2026
- April 2, 2026
- May 7, 2026
- June 4, 2026
- July 2, 2026
- August 6, 2026
- September 3, 2026

All meetings will convene at 2:00pm ET at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.

> On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in favor, Resolution 2025-14, Setting the Fiscal Year 2026 Meeting Schedule, as detailed above, was adopted. 5-0

D. General Consulting Change Order

Ms. Cooper advised on the change order total increase associated with mapping maintenance to $7,000.

> On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in favor, General Consulting Change Order, as discussed was accepted. 5-0

E. Consideration of Wall Easement Agreement

> On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in favor, Wall Easement Agreement, was accepted. 5-0

FIFTH ORDER OF BUSINESS 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)

> On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in favor, the Consent Agenda, was approved. 5-0

SIXTH ORDER OF BUSINESS Staff Reports

A. District Counsel
Resolution for the expansion of boundary was mentioned.
B. District Engineer
C. District Manager
There being none, the next item followed.
i. Field Inspections Report
ii. Aquatics Report
The Field Inspections and Aquatics Reports were presented, copies of which were included in the agenda package. Mr. Gandarilla to contact *Sunrise* regarding sprinkler/irrigation services.

SEVENTH ORDER OF BUSINESS Board of Supervisors' Requests and Comments

There being none, the next order of business followed.

EIGHTH ORDER OF BUSINESS Adjournment

There being no further business,

> On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in favor, the meeting was adjourned at 3:08 pm. 5-0

_____	_____
Jayna Cooper	Carlos de la Ossa
District Manager	Chairperson

BERRY BAY CDD

Summary of Operations and Maintenance Invoices

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Comments/Description
Monthly Contract					
AQUATIC WEED CONTROL	7/1/2025	110962	$2,139.00	$2,139.00	JULY 2025 POND SERVICES
BLUE LIFE POOL SERVICE LLC	7/1/2025	18996	$2,060.00	$2,060.00	POOL CLEANING
CHARTER COMMUNICATIONS ACH	7/1/2025	2748863070125 ACH	$99.99	$99.99	INTERNET- 05/31/24-06/30/24
CITY-WIDE CLEANING LLC	6/30/2025	19477	$835.00	$835.00	JUNE 25 JANITORIAL SERVICES
CITY-WIDE CLEANING LLC	7/22/2025	19522	$545.00	$545.00	DOG STATION SERVICES
CITY-WIDE CLEANING LLC	7/22/2025	19521	$835.00	$835.00	CLEANING SERVICES
JOBE PEST SERVICES	6/26/2025	5713	$140.00	$140.00	COMMERCIAL MONTHLY SERVICE
STANTEC CONSULTING SERV INC	7/3/2025	2420784	$2,785.00	$2,785.00	DISTRICT ENGINEER
SUNRISE LANDSCAPE	7/1/2025	14 40048	$28,545.08	$28,545.08	LANDSCAPE MAINTENANCE
THE POOL ATTENDANT COMPANY	7/7/2025	A25-33607-2	$2,060.40	$2,060.40	POOL MONITORING SERVICES
Monthly Contract Subtotal			**$40,044.47**	**$40,044.47**	
Utilities					
BOCC ACH	7/18/2025	071825 1356327985	$324.47	$324.47	WATER
TECO ACH	7/7/2025	070725 6104	$10,820.84	$10,820.84	ELECTRIC
TECO ACH	7/14/2025	071425 3150	$1,455.31	$1,455.31	ELECTRIC
TECO ACH	7/14/2025	071425 0294	$139.82	$139.82	ELECTRIC
TECO ACH	7/14/2025	071425 3334	$512.68	$512.68	ELECTRIC
TECO ACH	7/14/2025	071425 2960	$1,025.36	$1,025.36	ELECTRIC
TECO ACH	7/14/2025	071425 3802	$1,444.82	$1,444.82	ELECTRIC
TECO ACH	7/14/2025	071425 2187	$25.96	$25.96	ELECTRIC
TECO ACH	7/14/2025	071425 3916	$18.44	$18.44	ELECTRIC
Utilities Subtotal			**$15,767.70**	**$15,767.70**	
Regular Services					
AQUATIC WEED CONTROL	7/1/2025	111599	$378.00	$378.00	QUARTERLY MAINTENANCE
AQUATIC WEED CONTROL	4/1/2025	108336	$378.00	$378.00	QUARTERLY SERVICE
BLUE LIFE POOL SERVICE LLC	5/1/2025	18140	$2,000.00	$2,000.00	POOL CLEANING
BLUE LIFE POOL SERVICE LLC	4/1/2025	17810	$2,000.00	$2,000.00	POOL CLEANING
BLUE LIFE POOL SERVICE LLC	3/1/2024	14033	$2,100.00	$2,100.00	POOL CLEANING
BLUE LIFE POOL SERVICE LLC	2/1/2025	17166	$2,000.00	$2,000.00	POOL CLEANING
BUSINESS OBSERVER	7/4/2025	25-01890H	$214.38	$214.38	LEGAL AD
BUSINESS OBSERVER	7/18/2025	25-02082H	$94.06	$94.06	LEGAL AD
BUSINESS OBSERVER	7/11/2025	25-01958H	$78.75	$78.75	LEGAL AD
CARLOS DE LA OSSA	7/10/2025	CO-071025	$200.00	$200.00	BOARD 7/10/25
CITY-WIDE CLEANING LLC	6/30/2025	19478	$325.00	$325.00	JUNE 25 SVC
GRAU AND ASSOCIATES	7/1/2025	27822	$4,900.00	$4,900.00	AUDIT FYE 09/30/24
INFRAMARK LLC	7/16/2025	154270	$22.44	$22.44	POSTAGE AND COPIES
KELLY ANN EVANS	7/10/2025	KE-071025	$200.00	$200.00	BOARD 7/10/25

BERRY BAY CDD

Summary of Operations and Maintenance Invoices

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Comments/Description
MOTION PICTURE LICENSING CORPORATON	7/7/2025	504460854	$1,989.91	$1,989.91	MPLC BLANKET LICENSE
NICHOLAS J. DISTER	7/10/2025	ND-071025	$200.00	$200.00	BOARD 7/10/25
RYAN MOTKO	7/10/2025	RM-071025	$200.00	$200.00	BOARD 7/10/25
STRALEY ROBIN VERICKER	7/9/2025	26801	$3,459.00	$3,459.00	PROFESSIONAL SERVICES
SUNRISE LANDSCAPE	6/30/2025	14 40014	$370.40	$370.40	IRRIGATION REPAIRS
SUNRISE LANDSCAPE	7/9/2025	14 40807	$1,030.00	$1,030.00	MULCH INSTALL
SWINE SOLUTIONS	7/24/2025	632	$1,550.00	$1,550.00	TRAPPING SERVICE
Regular Services Subtotal			**$23,689.94**	**$23,689.94**	
Additional Services					
AQUATIC WEED CONTROL	7/18/2025	111838	$170.00	$170.00	BLUE DYE TREATMENT
BERRY BAY CDD	6/18/2025	06182025 - 728	$5,618.30		SERIES 2021 FY25 TAX DIST ID 728
BERRY BAY CDD	6/18/2025	06182025 - 728	$2,517.82	$8,136.12	SERIES 2023 FY25 TAX DIST ID 728
BLUE LIFE POOL SERVICE LLC	3/12/2024	14197	$170.00	$170.00	GUTTER RETURN INSTALLATION
BLUE LIFE POOL SERVICE LLC	6/27/2025	18772	$350.00	$350.00	POOL SERVICE
CROSSCREEK ENVIRMONMENTAL, INC.	4/11/2025	20747	$2,775.00	$2,775.00	FES STRUCTURE REPAIR
FIELDS CONSULTING GROUP LLC	7/1/2025	3598	$350.00	$350.00	BEWARE OF WILDLIFE SIGN
FIELDS CONSULTING GROUP LLC	6/25/2025	3595	$350.00	$350.00	SIGN INSTALL "BEWARE OF WILDLIFE"
SPEAREM ENTERPRISES LLC	6/26/2025	6234	$250.00	$250.00	Pressure washing pool furniture, clear gutters, and clear pool deck drains
SPEAREM ENTERPRISES LLC	6/26/2025	6236	$225.00	$225.00	Repair sections of fencing along perimeter fence
SUNRISE LANDSCAPE	6/25/2025	14 39694	$1,990.00	$1,990.00	Sod removal and replacement in median
SUNRISE LANDSCAPE	6/25/2025	14 39691	$6,875.00	$6,875.00	Sod removal and replacement around Amenity Center
SUNRISE LANDSCAPE	6/25/2025	14 39692	$4,850.00	$4,850.00	PALM REMOVAL AND REPLACEMENT
SUNRISE LANDSCAPE	6/25/2025	14 39693	$1,625.00	$1,625.00	Palm tree pruning by pool area
SUNRISE LANDSCAPE	6/27/2025	14 39786	$720.00	$720.00	FLOWER INSTALL ENTRY SIDE BEDS
SUNRISE LANDSCAPE	7/9/2025	14 40808	$290.00	$290.00	FALLEN TREE REMOVAL
SURELOCK SECURITY SOLUTIONS, LLC	5/1/2025	1110	$548.00	$548.00	Key fobs and paxton 10 reader
Additional Services Subtotal			**$29,674.12**	**$29,674.12**	
TOTAL			**$109,176.23**	**$109,176.23**	

Aquatic Weed Control, Inc.

P.O. Box 593258
Orlando, FL 32859

Phone: 407-859-2020
Fax: 407-859-3275

Invoice

Date	Invoice #
7/1/2025	110962

Bill To
Berry Bay CDD c/o Inframark 2005 Pan Am Circle, Ste 300 Tampa, FL 33607

Customer P.O. No.	Payment Terms	Due Date
	Net 30	7/31/2025

Description	Amount
Waterway service for (22) ponds for the month this invoice is dated.	2,139.00

Thank you for your business.

Total	$2,139.00
Payments/Credits	$0.00
Balance Due	$2,139.00

Invoice

BLUE LIFE POOL SERVICE
PO Box 1628
Land O Lakes, FL 34639-1628
USA
+18135975009
accounts@bluelifepools.com
www.bluelifepools.com

BILL TO	SHIP TO
BERRY BAY 5380 NIGHT TIDE LN WIMAUMA, FL 33598	BERRY BAY 5380 NIGHT TIDE LN WIMAUMA, FL 33598

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
18996	07/01/2025	$2,060.00	07/31/2025	Net 30	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	CLEANING	REGULAR POOL SERVICE	1	2,000.00	2,000.00
	CYA MAINTENANCE	CYA Fee per pool.	1	60.00	60.00

Pay invoice

SUBTOTAL	2,060.00
TAX	0.00
TOTAL	2,060.00
BALANCE DUE	**$2,060.00**

Spectrum BUSINESS

July 1, 2025
Invoice Number: 2748863070125
Account Number: **8337 12 029 2748863**
Security Code: **7173**
Service At: 5380 NIGHT TIDE LN
WIMAUMA FL 33598

Auto Pay Notice

NEWS AND INFORMATION

Contact Us
Visit us at SpectrumBusiness.net
Or, call us at **855-252-0675**

Summary

Service from 07/01/25 through 07/30/25 details on following pages

Previous Balance	99.99
Payments Received -Thank You!	-99.99
Remaining Balance	**$0.00**
Spectrum Business™ Internet	99.99
Other Charges	0.00
Current Charges	$99.99
YOUR AUTO PAY WILL BE PROCESSED 07/18/25	
Total Due by Auto Pay	**$99.99**

Thank you for choosing Spectrum Business.
We appreciate your prompt payment and value you as a customer.

Auto Pay. Thank you for signing up for auto pay. Please note your payment may be drafted and posted to your Spectrum Business account the day after your transaction is scheduled to be processed by your bank.

Spectrum BUSINESS

4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652
8833 2380 NO RP 01 07022025 NNNNNNNN 01 004040 0016

BERRY BAY CDD
2005 PAN AM CIR STE 300
TAMPA FL 33607-6008

July 1, 2025
BERRY BAY CDD
Invoice Number: 2748863070125
Account Number: 8337 12 029 2748863
Service At: 5380 NIGHT TIDE LN
WIMAUMA FL 33598

Total Due by Auto Pay **$99.99**

CHARTER COMMUNICATIONS
PO BOX 7186
PASADENA CA 91109-7186

833712029274886300099994

July 1, 2025

BERRY BAY CDD
Invoice Number: 2748863070125
Account Number: 8337 12 029 2748863
Security Code: 7173

Spectrum BUSINESS

Contact Us
Visit us at SpectrumBusiness.net
Or, call us at **855-252-0675**

8833 2390 NO RP 01 07022025 NNNNNNNN 01 004040 0016

Charge Details

Previous Balance		99.99
EFT Payment	06/18	-99.99
Remaining Balance		$0.00

Payments received after 07/01/25 will appear on your next bill.

Service from 07/01/25 through 07/30/25

Spectrum Business™ Internet

Security Suite	0.00
Domain Name	0.00
Vanity Email	0.00
Spectrum Business Internet	130.00
Promotional Discount	-40.01
Your promotional price will expire on 08/30/25	
Business WiFi	10.00
	$99.99
Spectrum Business™ Internet Total	$99.99

Other Charges

Payment Processing	5.00
Auto Pay Discount	-5.00
Other Charges Total	$0.00
Current Charges	$99.99
Total Due by Auto Pay	**$99.99**

Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit spectrum.net/taxesandfees for more information.

Spectrum Terms and Conditions of Service – In accordance with the Spectrum Business Services Agreement, Spectrum services are billed on a monthly basis. Spectrum does not provide credits for monthly subscription services that are cancelled prior to the end of the current billing month.

Terms & Conditions - Spectrum's detailed standard terms and conditions for service are located at spectrum.com/policies.

Notice - Nonpayment of any portion of your cable television, high-speed data, and/or Digital Phone service could result in disconnection of any of your Spectrum provided services.

Insufficient Funds Payment Policy - Charter may charge an insufficient funds processing fee for all returned checks and bankcard charge-backs. If your check, bankcard (debit or credit) charge, or other instrument or electronic transfer transaction used to pay us is dishonored, refused or returned for any reason, we may electronically debit your account for the payment, plus an insufficient funds processing fee as set forth in your terms of service or on your Video Services rate card (up to the amount allowable by law and any applicable sales tax). Your bank account may be debited as early as the same day payment is dishonored, refused or returned. If your bank account is not debited, the returned check amount (plus fee) must be replaced by cash, cashier's check or money order.

Billing Practices - Spectrum Business mails monthly, itemized invoices for all monthly services in advance. A full payment is required on or before the due date indicated on this invoice. Payments made after the indicated due date may result in a late payment processing charge. Failure to pay could result in the disconnection of all your Spectrum Business service(s). Disconnection of Business Voice service may also result in the loss of your phone number.

Changing Business Locations - Please contact Spectrum Business before moving your Business Voice modem to a new address. To establish service at your new location or return equipment, please contact Spectrum Business at least twenty-one (21) business days prior to your move.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Continued on the next page...

Local Spectrum Store: 12970 S US Hwy 301, Suite 105, Riverview FL 33579 Store Hours: Mon thru Sat - 10:00am to 8:00pm; Sun - 12:00pm to 7:00pm

Local Spectrum Store: 872 Brandon Town Center Mall, Brandon FL 33511 Store Hours: Mon thru Sat - 10:00am to 8:00pm and Sun - 12:00pm to 5:00pm

Spectrum BUSINESS

For questions or concerns, please call 1-866-619-1263

City-Wide Cleaning LLC

INVOICE NO. 19477

P.O. Box 262142
Tampa, FL 33685
(813) 624-4479

TO: Berry Bay CDD
2005 Pan Am Cir
Tampa, FL
C/o Berry Bay Clubhouse

DATE: 6/30/25

		Berry Bay Clubhouse			
		3/weekly cleanings			
		June 2025			$375.00
			Sub Total		
			Tax		
			Total		$375.00

City-Wide Cleaning LLC

INVOICE NO. 19522

P.O. Box 262142
Tampa, FL 33685
(813) 624-4479

TO: Bay Bay CDD
Tampa, FL
2005 Pan Am Cir
Ste Bay Bay Fountain

DATE: 7/24/25

Month of July 25			300.00
Dog Bags & Liners			75.00
Pet Station Replacement			185.00
Fertilizer			25.00
	Sub Total		
	Tax		
	Total		585.00

City-Wide Cleaning LLC

P.O. Box 262142
Tampa, FL 33685
(813) 624-4479

INVOICE NO. 19521

TO: Berry Bay CDD
2005 Pan Am Cir
Tampa FL
C/o Berry Bay Clubhouse

DATE: 7/22/25

		Berry Bay Clubhouse 3/weekly cleaning July 2025			$375.00
			Sub Total		
			Tax		
			Total		$375.00

JobePestServices
3179 Marine Grass drive
wimauma, fl 33598
(407) 759-8692

INVOICE

Berry bay CDD
Berry bay CDD
2005 Pan Am Circle ste 300
Tampa, Florida 33607

SERVICE ADDRESS
Berry bay CDD
5380 Night Tide Lane
Wimauma, Florida 33598

PRIMARY CONTACT
Berry bay CDD
8133345882 Mobile

ACCOUNT# 5043

INVOICE 5713 06/26/2025

ITEM	COST	QTY	PRICE
Commercial Monthly			
Commercial monthly	$140.00	1	$140.00

Terms
Payment is due on receipt.

Notes
Your exterior of the clubhouse was treated today A liquid residual barrier was applied to your to the building and the pool area along with a granular application. Playground, picnic area, mailbox and recreation areas was treated Thank you for your business

Subtotal	$140.00
Total	$140.00
Amount Paid	$0.00
Amount Due	**$140.00**
Account Balance	$0.00
Balance Due	**$140.00**

Stantec

INVOICE

Invoice Number	2420784
Invoice Date	July 3, 2025
Purchase Order	238201896
Customer Number	156811
Project Number	238201896

Bill To
Berry Bay Community Development District
Accounts Payable
c/o Inframark
210 North University Drive, Suite 702
Coral Springs FL 33071
United States

EFT/ACH Remit To (Preferred)
Stantec Consulting Services Inc. (SCSI)
Bank of America
ABA No. : 111000012
Account No: 3752096026
Email Remittance: eft@stantec.com

Alternative Remit To
Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States

Project	**Berry Bay II CDD**			
	Project Manager	Stewart, Tonja L	Contract Upset	24,500.00
	Current Invoice Total (USD)	2,785.00	Contract Billed to Date	10,285.00
			For Period Ending	**June 27, 2025**

Top Task **2025** **2025 FY General Consulting**

Professional Services

Billing Level		**Current Hours**	**Rate**	**Current Amount**
Level 07	Nurse, Vanessa M	5.50	167.00	918.50
Level 10	Waag, R Tyson (Tyson)	3.50	182.00	637.00
Level 10	Rankin, Ashley Alexandra	3.00	190.00	570.00
Level 10	Waag, R Tyson (Tyson)	3.25	190.00	617.50
	Subtotal Professional Services	15.25		2,743.00

Disbursements

	Direct - Postage & Courier	42.00
	Subtotal Disbursements	42.00

Top Task Subtotal	2025 FY General Consulting	2,785.00
	Total Fees & Disbursements	2,785.00
	INVOICE TOTAL (USD)	**2,785.00**

Net Due in 30 Days or in accordance with terms of the contract
Stantec will not change our banking information. If you receive a request noting our banking information has changed, please contact your Stantec Project Manager

Billing Backup

Date	Project	Task	Expnd Type	Employee/Supplier	Quantity	Bill Rate	Bill Amount	Comment	AP Ref. #
2025-04-15	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.50	167.00	83.50	CORRESPONDENCE RE: GC PROPOSAL	
2025-05-01	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.50	167.00	83.50	BERRY BAY II - PREPARED PROPOSAL	
2025-06-02	238201896	2025	Direct - Regular	NURSE, VANESSA M	1.00	167.00	167.00	REQUISITIONS	
2025-06-03	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.25	167.00	41.75	REQUISITIONS	
2025-06-04	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.25	167.00	41.75	REQUISITIONS	
2025-06-10	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.75	167.00	125.25	REQUISITIONS	
2025-06-16	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.75	167.00	125.25	REQUISITIONS	
2025-06-23	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.50	167.00	83.50	SENT OUT VICINITY MAP	
2025-06-24	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.50	167.00	83.50	REQUISITIONS	
2025-06-26	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.50	167.00	83.50	REQUISITIONS	
2025-05-05	238201896	2025	Direct - Regular	RANKIN, ASHLEY ALEXANDRA	1.50	190.00	285.00	PROJECT COORDINATION	
2025-06-10	238201896	2025	Direct - Regular	RANKIN, ASHLEY ALEXANDRA	1.00	190.00	190.00	PROJECT COORDINATION	
2025-06-11	238201896	2025	Direct - Regular	RANKIN, ASHLEY ALEXANDRA	0.50	190.00	95.00	PROJECT COORDINATION	
2024-10-03	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	182.00	91.00	MEETING PREPARATION AND MEETING ATTENDANCE.	
2024-10-04	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	182.00	91.00	MEETING PREP	
2024-11-06	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.25	182.00	45.50	REVIEW AGENDA	
2024-11-07	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.25	182.00	45.50	MEETING ATTENDANCE	
2024-12-05	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	182.00	91.00	REVIEW MEETING AGENDA AND MONTHLY BOARD MEETING ATTENDANCE. (MOVE TO 2025 WHEN OPEN)	
2024-12-10	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	182.00	91.00	PROVIDE REQUESTED BILLING BACK UP FOR OUTSTANDING CHANGE ORDER.	
2024-12-18	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	1.00	182.00	182.00	UPDATE MAINTENANCE AND OWNERSHIP MAPPING. (MOVE TO TASK 2025 WHEN AVAILABLE)	
2025-01-09	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	190.00	95.00	REVIEW MEETING AGENDA AND MEETING ATTENDANCE. (MOVE TO TASK 2025 WHEN OPEN)	
2025-01-10	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.25	190.00	47.50	COORDINATION MEETING	
2025-02-06	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	190.00	95.00	REVIEW AGENDA AND MONTHLY BOARD MEETING ATTENDANCE. (MOVE TO TASK 2025 WHEN AVAILABLE).	
2025-03-06	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	190.00	95.00	REVIEW AGENDA AND MEETING ATTENDANCE. (MOVE TO TASK 2025 WHEN AVAILABLE)	
2025-04-03	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	190.00	95.00	MONTHLY BOARD MEETING PREPARATION AND MEETING ATTENDANCE. (MOVE TO TASK 2025 WHEN AVAILABLE)	
2025-05-01	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	190.00	95.00	MONTHLY BOARD MEETING PREPARATION AND MEETING ATTENDANCE.	
2025-06-05	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	190.00	95.00	MONTHLY BOARD MEETING PREPARATION AND MEETING ATTENDANCE.	
2025-05-30	238201896	2025	Direct - Postage & Courier	AMERICAN COURIER EXPRESS	42.00	1.00	42.00	67453	
			Total Project 238201896		**57.25**		**$2,785.00**		

SUNRISE LANDSCAPE

5100 W Kennedy Blvd
Ste 325
Tampa, FL 33609

Invoice 14 40048

PO#	Date
	07/01/2025
Sales Rep	**Terms**
Niles Badgerow	Net 30

Bill To
Berry Bay CDD 2005 Pan Am Circle Suite 300 Tampa, FL 33607

Property Address
Berry Bay CDD 4982 Eagle Rock Dr Wimauma, FL 33598

Item	Qty / UOM	Rate	Ext. Price	Amount
#25351 - Landscape Maintenance Contract -July 25' July 2025				**$28,545.08**

Total	**$28,545.08**
Credits/Payments	($0.00)
Balance Due	**$28,545.08**

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
$51,955.48	**$15,000.00**	**$0.00**	**$0.00**	**$0.00**

Phone: 813-985-9381 / ar@sunriselandscape.com

TPAC INVOICE - BERRY BAY: A25-33607-2

The Pool Attendant Company
4168 Atlanta Street
Powder Springs, Georgia 30127
United States

Phone: 7708782379
Fax: (409) 449-4151
www.thepoolattendantcompany.com

BILL TO
Berry Bay CDD
2005 Pan Am Circle
Suite 300
Tampa, Florida 33607
United States

(656) 789-2940
Brooke.chapman@inframark.com

Invoice Number:	A25-33607-2
Invoice Date:	July 7, 2025
Payment Due:	July 22, 2025
Amount Due (USD):	**$2,060.40**

Pay Securely Online

Items	Quantity	Price	Amount
Pool Monitoring Services Pool monitoring services. Physical staffing of employee at community amenities to oversee patron access and behavior. 81.6 Hours Total 1x Staff/hr 25.25/hr	81.6	$25.25	$2,060.40

Total:	$2,060.40
Amount Due (USD):	**$2,060.40**

Pay Securely Online

link.waveapps.com/v44qb8-8behmr

Notes / Terms
Thank you for your business!

The Pool Attendant Company

TPAC INVOICE - BERRY BAY: A25-33607-2

The Pool Attendant Company
4168 Atlanta Street
Powder Springs, Georgia 30127
United States

Phone: 7708782379
Fax: (409) 449-4151
www.thepoolattendantcompany.com

Per the signed agreement, the total amount of performed work has been formally communicated to The Association where as a total of 81.6 hours of work were performed at a rate of $25.25 per hour. All geo-stamps of work, signed agreements, and communication have been compiled internally to substantiate such performed work. Payment shall be due within 15 days or be possibly subject to a late fee.

Property of TPAC, such as the sign-in folder, any provided tables, and any provided lockbox shall be retrieved on the week of July 7th, 2025 by TPAC. The invoice does not account for any involuntary removal of TPAC property by The Association and will be revised should such scenario take place to reflect msrp of TPAC property.

We thank you for your business!

Hillsborough County Florida

CUSTOMER NAME	ACCOUNT NUMBER	BILL DATE	DUE DATE
BERRY BAY CDD	1356327985	07/18/2025	08/08/2025

Service Address: 5380 NIGHT TIDE LN

METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION	READ TYPE	METER DESCRIPTION
701329402	06/18/2025	779881	07/18/2025	801037	21156 GAL	ACTUAL	WATER

Service Address Charges

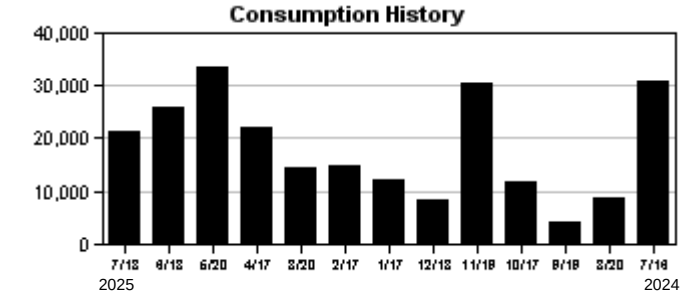
Customer Service Charge	$6.03
Purchase Water Pass-Thru	$63.89
Water Base Charge	$20.91
Water Usage Charge	$45.10
Sewer Base Charge	$50.60
Sewer Usage Charge	$137.94

Summary of Account Charges

Previous Balance	$384.39
Net Payments - Thank You	$-384.39
Total Account Charges	**$324.47**
AMOUNT DUE	**$324.47**

Notice

*** DO NOT PAY * YOU ARE ENROLLED IN OUR AUTO PAY PROGRAM. THE TOTAL AMOUNT OF THIS BILL WILL BE DEDUCTED FROM YOUR BANK ACCOUNT 7 DAYS FROM THE BILLING DATE. IF YOU HAVE A DISPUTE, PLEASE CALL (813) 272-6680 PRIOR TO THAT DATE.**



Hillsborough County Florida

Make checks payable to: **BOCC**

ACCOUNT NUMBER: **1356327985**

ELECTRONIC PAYMENTS BY CHECK OR
Automated Payment Line: (813) 276 8526
Internet Payments: HCFLGov.net/WaterBill
Additional Information: HCFLGov.net/Water

THANK YOU!

DUE DATE	08/08/2025

Auto Pay Scheduled
DO NOT PAY

BERRY BAY CDD
2005 PAN AM CIR STE 300
TAMPA FL 33607-6008

803 0

00135632798 53 00000324475

TECO TAMPA ELECTRIC AN EMERA COMPANY

TampaElectric.com

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
C/O MERITUS CORP
2005 PAN AM CIR, STE 300
TAMPA, FL 33607-6008

Statement Date: July 07, 2025

Amount Due:	**$10,820.84**

Due Date: July 21, 2025
Account #: 321000026104

DO NOT PAY. Your account will be drafted on July 21, 2025

Account Summary

Previous Amount Due	$10,592.79
Payment(s) Received Since Last Statement	-$11,514.79
Miscellaneous Credits	-$10.83
Credit Balance After Payments and Credits	-$932.83
Current Month's Charges	**$11,753.67**
Amount Due by July 21, 2025	**$10,820.84**

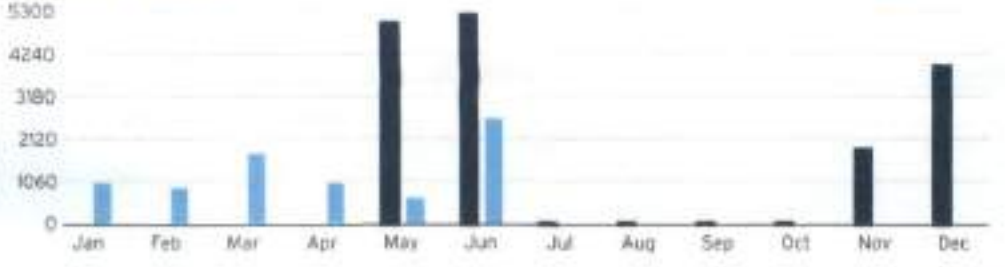
Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Your Locations With The Highest Usage

5161 PLUMERIA DR, WIMAUMA, FL 33598 — **2,637 KWH**

Scan here to interact with your bill online.

Monthly Usage (kWh)



DOWNED IS DANGEROUS!

If you see a downed power line, move a safe distance away and call 911.
Visit TampaElectric.com/Safety for more safety tips.

Learn about your newly redesigned bill and get deeper insights about your usage by visiting TECOaccount.com

To ensure prompt credit, please return stub portion of this bill with your payment.

TECO TAMPA ELECTRIC AN EMERA COMPANY

RECEIVED
JUL 11 2025
By

Account #: 321000026104
Due Date: July 21, 2025

Amount Due:	**$10,820.84**

Payment Amount: $ _____

700750003493

Pay your bill online at TampaElectric.com
See reverse side of your paystub for more ways to pay.

Go Paperless. Go Green! Visit TampaElectric.com/Paperless to enroll now.

Your account will be drafted on July 21, 2025

00000014 #TECO5675752521502410 00000 01 00000000 14 007
BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
C/O MERITUS CORP
2005 PAN AM CIR, STE 300
TAMPA, FL 33607-2359

Mail payment to:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Make check payable to: TECO
Please write your account number on the memo line of your check.

Summary of Charges by Service Address

Account Number: 321000026104

Energy Usage From Last Month
Increased | Same | Decreased

Service Address: US HWY 301 S, WIMAUMA, FL 33598 — **Sub-Account Number:** 211026770647
Amount: $1,455.72

Service Address: US HWY 301 AND SAFFOLD RD PH2, WIMAUMA, FL 33598 — **Sub-Account Number:** 221008266993
Amount: $2,331.92

Service Address: US HWY 301 AND SAFFOLD RD PH 1, WIMAUMA, FL 33598 — **Sub-Account Number:** 221008339733
Amount: $1,129.70

Service Address: SAFFOLD RD AND US HWY 301 S, WIMAUMA, FL 33598 — **Sub-Account Number:** 221008339741
Amount: $557.22

Service Address: US HWY 301 S VILLAGE K, WIMAUMA, FL 33598 — **Sub-Account Number:** 221008339758
Amount: $751.78

Service Address: US HWY 301 S VILLAGE M, WIMAUMA, FL 33598 — **Sub-Account Number:** 221008339766
Amount: $1,603.80

Service Address: US HWY 301 S VILLAGE E, WIMAUMA, FL 33598 — **Sub-Account Number:** 221008348866
Amount: $501.19

Continued on next page →

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For more information about your bill and understanding your charges, please visit **TampaElectric.com**

Ways To Pay Your Bill

Bank Draft
Visit **TECOaccount.com** for free recurring or one time payments via checking or savings account.

In-Person
Find list of Payment Agents at **TampaElectric.com**

Mail A Check
Payments:
TECO
P.O. Box 31318
Tampa, FL 33631-3318
Mail your payment in the enclosed envelope.

All Other Correspondences:
Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Credit or Debit Card
Pay by credit Card using KUBRA EZ-Pay at **TECOaccount.com**. Convenience fee will be charged.

Phone
Toll Free:
866-689-6469

Contact Us

Online:
TampaElectric.com
Phone:
Commercial Customer Care:
866-832-6249
Residential Customer Care:
813-223-0800 (Hillsborough)
863-299-0800 (Polk County)
888-223-0800 (All Other Counties)

Hearing Impaired/TTY:
7-1-1
Power Outage:
877-588-1010
Energy-Saving Programs:
813-275-3909

Please Note: If you choose to pay your bill at a location not listed on our website or provided by Tampa Electric, you are paying someone who is not authorized to act as a payment agent at Tampa Electric. You bear the risk that this unauthorized party will relay the payment to Tampa Electric and do so in a timely fashion. Tampa Electric is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.

Summary of Charges by Service Address

Account Number: 321000026104

Energy Usage From Last Month
▲ Increased = Same ▼ Decreased

Service Address: US HWY 301 S VILLAGE L, WIMAUMA, FL 33598 **Sub-Account Number:** 221008348874

Amount: $1,603.80

Service Address: US HWY 301 S VILLAGE G, WIMAUMA, FL 33598 **Sub-Account Number:** 221008439970

Amount: $1,353.20

Service Address: 5161 PLUMERIA DR, WIMAUMA, FL 33598 **Sub-Account Number:** 221008657597

Meter	Read Date	Current	-	Previous	=	Total Used	Multiplier	Billing Period	Amount
1000861704	06/06/2025	21,894		19,257		2,637 kWh	1	30 Days	$465.34

▲ 330.2%

Total Current Month's Charges **$11,753.67**

TECO TAMPA ELECTRIC AN EMERA COMPANY

Sub-Account #: 211026770647
Statement Date: 07/01/2025

Service Address: US HWY 301 S, WIMAUMA, FL 33598

Service Period: 05/08/2025 - 06/06/2025 **Rate Schedule:** Lighting Service

Charge Details

Electric Charges

Lighting Service Items LS-1 (Bright Choices) for 30 days

Lighting Energy Charge	171 kWh @ $0.03412/kWh	$5.83
Fixture & Maintenance Charge	9 Fixtures	$149.49
Lighting Pole / Wire	42 Poles	$1189.44
Lighting Fuel Charge	171 kWh @ $0.03363/kWh	$5.75
Storm Protection Charge	171 kWh @ $0.00559/kWh	$0.96
Clean Energy Transition Mechanism	171 kWh @ $0.00043/kWh	$0.07
Storm Surcharge	171 kWh @ $0.01230/kWh	$2.10
Florida Gross Receipt Tax		$0.38
State Tax		$101.70
Lighting Charges		**$1,455.72**

Current Month's Electric Charges **$1,455.72**

Billing information continues on next page →

(0000014-20250219-Page 4 of 14)

TECO TAMPA ELECTRIC AN EMERA COMPANY

Sub-Account #: 221008266993
Statement Date: 07/01/2025

Service Address: US HWY 301 AND SAFFOLD RD PH2, WIMAUMA, FL 33598

Service Period: 05/07/2025 - 06/05/2025 **Rate Schedule:** Lighting Service

Charge Details

Electric Charges

Lighting Service Items LS-1 (Bright Choices) for 30 days

Lighting Energy Charge	1665 kWh @ $0.03412/kWh	$56.81
Fixture & Maintenance Charge	45 Fixtures	$541.80
Lighting Pole / Wire	45 Poles	$1479.15
Lighting Fuel Charge	1665 kWh @ $0.03363/kWh	$55.99
Storm Protection Charge	1665 kWh @ $0.00559/kWh	$9.31
Clean Energy Transition Mechanism	1665 kWh @ $0.00043/kWh	$0.72
Storm Surcharge	1665 kWh @ $0.01230/kWh	$20.48
Florida Gross Receipt Tax		$3.67
State Tax		$163.99
Lighting Charges		**$2,331.92**

Current Month's Electric Charges **$2,331.92**

Billing information continues on next page →

TECO TAMPA ELECTRIC AN EMERA COMPANY

Sub-Account #: 221008339733
Statement Date: 07/01/2025

Service Address: US HWY 301 AND SAFFOLD RD PH 1, WIMAUMA, FL 33598

Service Period: 05/07/2025 - 06/05/2025 **Rate Schedule:** Lighting Service

Charge Details

Electric Charges

Lighting Service Items LS-1 (Bright Choices) for 30 days

Lighting Energy Charge	982 kWh @ $0.03412/kWh	$33.51
Fixture & Maintenance Charge	28 Fixtures	$350.83
Lighting Pole / Wire	28 Poles	$612.59
Lighting Fuel Charge	982 kWh @ $0.03363/kWh	$33.02
Storm Protection Charge	982 kWh @ $0.00559/kWh	$5.49
Clean Energy Transition Mechanism	982 kWh @ $0.00043/kWh	$0.42
Storm Surcharge	982 kWh @ $0.01230/kWh	$12.08
Florida Gross Receipt Tax		$2.17
State Tax		$79.59
Lighting Charges		**$1,129.70**

Current Month's Electric Charges **$1,129.70**

Billing information continues on next page →

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TECO TAMPA ELECTRIC AN EMERA COMPANY

Sub-Account #: 221008339741
Statement Date: 07/01/2025

Service Address: SAFFOLD RD AND US HWY 301 S, WIMAUMA, FL 33598

Service Period: 05/08/2025 - 06/06/2025 **Rate Schedule:** Lighting Service

Charge Details

Electric Charges

Lighting Service Items LS-1 (Bright Choices) for 30 days

Lighting Energy Charge	*270 kWh @ $0.03412/kWh*	$9.21
Fixture & Maintenance Charge	*10 Fixtures*	$211.10
Lighting Pole / Wire	*10 Poles*	$283.20
Lighting Fuel Charge	*270 kWh @ $0.03363/kWh*	$9.08
Storm Protection Charge	*270 kWh @ $0.00559/kWh*	$1.51
Clean Energy Transition Mechanism	*270 kWh @ $0.00043/kWh*	$0.12
Storm Surcharge	*270 kWh @ $0.01230/kWh*	$3.32
Florida Gross Receipt Tax		$0.60
State Tax		$39.08
Lighting Charges		**$557.22**

Current Month's Electric Charges **$557.22**

Billing information continues on next page →

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TECO TAMPA ELECTRIC AN EMERA COMPANY

Sub-Account #: 221008339758
Statement Date: 07/01/2025

Service Address: US HWY 301 S VILLAGE K, WIMAUMA, FL 33598

Service Period: 05/07/2025 - 06/05/2025 **Rate Schedule:** Lighting Service

Charge Details

Electric Charges

Lighting Service Items LS-1 (Bright Choices) for 30 days

Lighting Energy Charge	285 kWh @ $0.03412/kWh	$9.72
Fixture & Maintenance Charge	15 Fixtures	$249.15
Lighting Pole / Wire	15 Poles	$424.80
Lighting Fuel Charge	285 kWh @ $0.03363/kWh	$9.58
Storm Protection Charge	285 kWh @ $0.00559/kWh	$1.59
Clean Energy Transition Mechanism	285 kWh @ $0.00043/kWh	$0.12
Storm Surcharge	285 kWh @ $0.01230/kWh	$3.51
Florida Gross Receipt Tax		$0.63
State Tax		$52.68
Lighting Charges		**$751.78**

Current Month's Electric Charges **$751.78**

Billing information continues on next page →

0000014-0000081-Page 8 of 14

TECO
TAMPA ELECTRIC
AN EMERA COMPANY

Sub-Account #: 221008339766
Statement Date: 07/01/2025

Service Address: US HWY 301 S VILLAGE M, WIMAUMA, FL 33598

Service Period: 05/07/2025 - 06/05/2025 **Rate Schedule:** Lighting Service

Charge Details

Electric Charges

Lighting Service Items LS-1 (Bright Choices) for 30 days

Lighting Energy Charge	608 kWh @ $0.03412/kWh	$20.74
Fixture & Maintenance Charge	32 Fixtures	$531.52
Lighting Pole / Wire	32 Poles	$906.24
Lighting Fuel Charge	608 kWh @ $0.03363/kWh	$20.45
Storm Protection Charge	608 kWh @ $0.00559/kWh	$3.40
Clean Energy Transition Mechanism	608 kWh @ $0.00043/kWh	$0.26
Storm Surcharge	608 kWh @ $0.01230/kWh	$7.48
Florida Gross Receipt Tax		$1.34
State Tax		$112.37
Lighting Charges		**$1,603.80**

Current Month's Electric Charges **$1,603.80**

Billing information continues on next page →

30000314-0000082-Page 9 of 14

TECO TAMPA ELECTRIC AN EMERA COMPANY

Sub-Account #: 221008348866
Statement Date: 07/01/2025

Service Address: US HWY 301 S VILLAGE E, WIMAUMA, FL 33598

Service Period: 05/08/2025 - 06/06/2025 **Rate Schedule:** Lighting Service

Charge Details

Electric Charges

Lighting Service Items LS-1 (Bright Choices) for 30 days

Lighting Energy Charge	190 kWh @ $0.03412/kWh	$6.48
Fixture & Maintenance Charge	10 Fixtures	$166.10
Lighting Pole / Wire	10 Poles	$283.20
Lighting Fuel Charge	190 kWh @ $0.03363/kWh	$6.39
Storm Protection Charge	190 kWh @ $0.00559/kWh	$1.06
Clean Energy Transition Mechanism	190 kWh @ $0.00043/kWh	$0.08
Storm Surcharge	190 kWh @ $0.01230/kWh	$2.34
Florida Gross Receipt Tax		$0.42
State Tax		$35.12
Lighting Charges		**$501.19**

Current Month's Electric Charges **$501.19**

Billing information continues on next page →

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TECO TAMPA ELECTRIC AN EMERA COMPANY

Sub-Account #: 221008348874
Statement Date: 07/01/2025

Service Address: US HWY 301 S VILLAGE L, WIMAUMA, FL 33598

Service Period: 05/08/2025 - 06/06/2025 **Rate Schedule:** Lighting Service

Charge Details

Electric Charges

Lighting Service Items LS-1 (Bright Choices) for 30 days

Lighting Energy Charge	608 kWh @ $0.03412/kWh	$20.74
Fixture & Maintenance Charge	32 Fixtures	$531.52
Lighting Pole / Wire	32 Poles	$906.24
Lighting Fuel Charge	608 kWh @ $0.03363/kWh	$20.45
Storm Protection Charge	608 kWh @ $0.00559/kWh	$3.40
Clean Energy Transition Mechanism	608 kWh @ $0.00043/kWh	$0.26
Storm Surcharge	608 kWh @ $0.01230/kWh	$7.48
Florida Gross Receipt Tax		$1.34
State Tax		$112.37
Lighting Charges		**$1,603.80**

Current Month's Electric Charges **$1,603.80**

Billing information continues on next page →

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TECO TAMPA ELECTRIC AN EMERA COMPANY

Sub-Account #: 221008439970
Statement Date: 07/01/2025

Service Address: US HWY 301 S VILLAGE G, WIMAUMA, FL 33598

Service Period: 05/08/2025 - 06/06/2025 **Rate Schedule:** Lighting Service

Charge Details

Electric Charges

Lighting Service Items LS-1 (Bright Choices) for 30 days

Lighting Energy Charge	513 kWh @ $0.03412/kWh	$17.50
Fixture & Maintenance Charge	27 Fixtures	$448.47
Lighting Pole / Wire	27 Poles	$764.64
Lighting Fuel Charge	513 kWh @ $0.03363/kWh	$17.25
Storm Protection Charge	513 kWh @ $0.00559/kWh	$2.87
Clean Energy Transition Mechanism	513 kWh @ $0.00043/kWh	$0.22
Storm Surcharge	513 kWh @ $0.01230/kWh	$6.31
Florida Gross Receipt Tax		$1.13
State Tax		$94.81
Lighting Charges		**$1,353.20**

Current Month's Electric Charges **$1,353.20**

Billing information continues on next page →

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TECO TAMPA ELECTRIC
AN EMERA COMPANY

Sub-Account #: 221008657597
Statement Date: 07/01/2025

Service Address: 5161 PLUMERIA DR, WIMAUMA, FL 33598

Meter Read

Meter Location: IRRIGATION

Service Period: 05/08/2025 - 06/06/2025 **Rate Schedule:** General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000861704	06/06/2025	21,894		19,257		2,637 kWh	1	30 Days

Charge Details

Electric Charges

Daily Basic Service Charge	30 days @ $0.63000	$18.90
Energy Charge	2,637 kWh @ $0.08641/kWh	$227.86
Fuel Charge	2,637 kWh @ $0.03391/kWh	$89.42
Storm Protection Charge	2,637 kWh @ $0.00577/kWh	$15.22
Clean Energy Transition Mechanism	2,637 kWh @ $0.00418/kWh	$11.02
Storm Surcharge	2,637 kWh @ $0.02121/kWh	$55.93
Florida Gross Receipt Tax		$10.73
Electric Service Cost		**$429.08**
State Tax		$36.26
Total Electric Cost, Local Fees and Taxes		**$465.34**

Avg kWh Used Per Day

Current Month's Electric Charges **$465.34**

Total Current Month's Charges **$11,753.67**

Miscellaneous Credits

Interest for Cash Security Deposit	-$10.83
Total Current Month's Credits	**-$10.83**

TECO TAMPA ELECTRIC AN EMERA COMPANY
TampaElectric.com

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
C/O MERITUS CORP
5380 NIGHT TIDE LN
WIMAUMA, FL 33598

Statement Date: July 14, 2025

Amount Due:	**$1,455.31**

Due Date: August 04, 2025
Account #: 221008893150

DO NOT PAY. Your account will be drafted on August 04, 2025

Account Summary

Current Service Period: June 07, 2025 - July 08, 2025

Previous Amount Due	$1,706.60
Payment(s) Received Since Last Statement	-$1,573.63
Miscellaneous Credits	-$132.97
Current Month's Charges	**$1,455.31**
Amount Due by August 04, 2025	**$1,455.31**

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

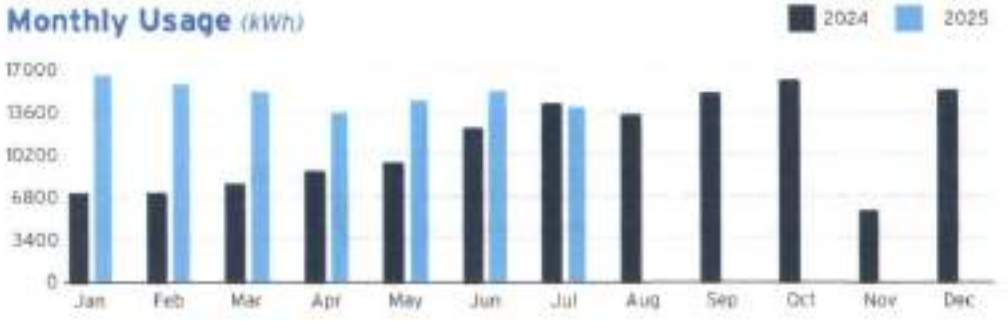
Your Energy Insight

Your average daily kWh used was 1.81% lower than the same period last year.

Your peak billing demand was **11.54% higher** than the same period last year.

Scan here to view your account online.

Monthly Usage (kWh)



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TECO TAMPA ELECTRIC AN EMERA COMPANY

RECEIVED JUL 17 2025 By

Account #: 221008893150
Due Date: August 04, 2025

Amount Due:	**$1,455.31**

Payment Amount: $ _____

603236390686

Your account will be drafted on August 04, 2025

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C/O MERITUS CORP
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TAMPA, FL 33607-6008

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TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Make check payable to: TECO
Please write your account number on the memo line of your check.

TECO TAMPA ELECTRIC AN EMERA COMPANY

Service For:
5380 NIGHT TIDE LN
WIMAUMA, FL 33598

Account #: 221008893150
Statement Date: July 14, 2025
Charges Due: August 04, 2025

Meter Read

Service Period: Jun 07, 2025 - Jul 08, 2025 **Rate Schedule:** General Service Demand - Standard

Meter Number	Read Date	Current Reading	- Previous Reading	= Total Used	Multiplier	Billing Period
1000758597	07/08/2025	33,114	19,223	13,891 kWh	1	32 Days
1000758597	07/08/2025	29.18	0	29.18 kW	1	32 Days

Charge Details

Electric Charges

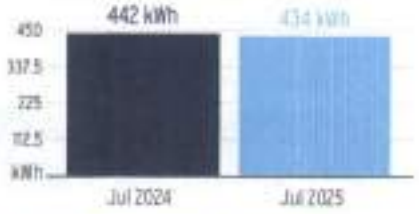
Daily Basic Service Charge	32 days @ $1.06000	$33.92
Billing Demand Charge	29 kW @ $18.07000/kW	$524.03
Energy Charge	13,891 kWh @ $0.00773/kWh	$107.38
Fuel Charge	13,891 kWh @ $0.03390/kWh	$471.04
Capacity Charge	29 kW @ $0.30000/kW	$8.70
Storm Protection Charge	29 kW @ $2.08000/kW	$60.32
Energy Conservation Charge	29 kW @ $0.93000/kW	$26.97
Environmental Cost Recovery	13,891 kWh @ $0.00068/kWh	$9.45
Clean Energy Transition Mechanism	29 kW @ $1.15000/kW	$33.35
Storm Surcharge	13,891 kWh @ $0.01035/kWh	$143.77
Florida Gross Receipt Tax		$36.38
Electric Service Cost		**$1,455.31**

Total Current Month's Charges **$1,455.31**

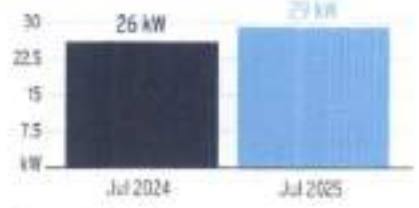
Miscellaneous Credits

Sales Tax Credit	-$132.97
Total Current Month's Credits	**-$132.97**

Avg kWh Used Per Day



Billing Demand (kW)



Load Factor

Decreasing the proportion of your electricity utilized at peak will improve your load factor.

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Phone:
Commercial Customer Care:
866-832-6249
Residential Customer Care:
813-223-0800 (Hillsborough)
863-299-0800 (Polk County)
888-223-0800 (All Other Counties)

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Energy-Saving Programs:
813-275-3909

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Statement Date: July 14, 2025

TECO TAMPA ELECTRIC AN EMERA COMPANY
TampaElectric.com

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
C/O MERITUS CORP
BERRY BAY PH2 VILLAGE 12
WIMAUMA, FL 33598

Amount Due:	**$139.82**

Due Date: August 04, 2025
Account #: 211032420294

DO NOT PAY. Your account will be drafted on August 04, 2025

Account Summary

Current Service Period: June 07, 2025 - July 08, 2025

Previous Amount Due	$150.36
Payment(s) Received Since Last Statement	-$139.82
Miscellaneous Credits	-$10.54
Current Month's Charges	**$139.82**
Amount Due by August 04, 2025	**$139.82**

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

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To ensure prompt credit, please return stub portion of this bill with your payment.

TECO TAMPA ELECTRIC AN EMERA COMPANY

Account #: 211032420294
Due Date: August 04, 2025

Amount Due:	**$139.82**
Payment Amount: $ _____	

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Your account will be drafted on August 04, 2025

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BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
C/O MERITUS CORP
2005 PAN AM CIR, STE 300
TAMPA, FL 33607-6008

Mail payment to:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Make check payable to: TECO
Please write your account number on the memo line of your check.

TECO TAMPA ELECTRIC AN EMERA COMPANY

Service For:
BERRY BAY PH2 VILLAGE 12
WIMAUMA, FL 33598

Account #: 211032420294
Statement Date: July 14, 2025
Charges Due: August 04, 2025

Service Period: Jun 07, 2025 - Jul 08, 2025

Rate Schedule: Lighting Service

Charge Details

Electric Charges

Lighting Service Items LS-1 (Bright Choices) for 32 days

Lighting Energy Charge	57 kWh @ $0.03412/kWh	$1.94
Fixture & Maintenance Charge	3 Fixtures	$49.83
Lighting Pole / Wire	3 Poles	$84.96
Lighting Fuel Charge	57 kWh @ $0.03363/kWh	$1.92
Storm Protection Charge	57 kWh @ $0.00559/kWh	$0.32
Clean Energy Transition Mechanism	57 kWh @ $0.00043/kWh	$0.02
Storm Surcharge	57 kWh @ $0.01230/kWh	$0.70
Florida Gross Receipt Tax		$0.13
Lighting Charges		**$139.82**

Total Current Month's Charges **$139.82**

Miscellaneous Credits

Sales Tax Credit	-$10.54
Total Current Month's Credits	**-$10.54**

Important Messages

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Commercial Customer Care:
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Residential Customer Care:
813-223-0800 (Hillsborough)
863-299-0800 (Polk County)
888-223-0800 (All Other Counties)

Hearing Impaired/TTY:
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Power Outage:
877-588-1010
Energy-Saving Programs:
813-275-3909

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TECO TAMPA ELECTRIC AN EMERA COMPANY
TampaElectric.com

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
C/O MERITUS CORP
BERRY GROVE AND MARINE
WIMAUMA, FL 33598

Statement Date: July 14, 2025

Amount Due:	**$512.68**

Due Date: August 04, 2025
Account #: 221008963334

DO NOT PAY. Your account will be drafted on August 04, 2025

Account Summary

Current Service Period: June 07, 2025 - July 08, 2025

Previous Amount Due	$551.31
Payment(s) Received Since Last Statement	-$512.68
Miscellaneous Credits	-$38.63
Current Month's Charges	**$512.68**
Amount Due by August 04, 2025	**$512.68**

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

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TECO TAMPA ELECTRIC AN EMERA COMPANY

Account #: 221008963334
Due Date: August 04, 2025

Amount Due:	**$512.68**
Payment Amount: $ _____	

603236390687

Your account will be drafted on August 04, 2025

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BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
C/O MERITUS CORP
2005 PAN AM CIR, STE 300
TAMPA, FL 33607-6008

Mail payment to:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Make check payable to: TECO
Please write your account number on the memo line of your check.

TECO TAMPA ELECTRIC AN EMERA COMPANY

Service For:
BERRY GROVE AND MARINE
WIMAUMA, FL 33598

Account #: 221008963334
Statement Date: July 14, 2025
Charges Due: August 04, 2025

Service Period: Jun 07, 2025 - Jul 08, 2025

Rate Schedule: Lighting Service

Charge Details

Electric Charges

Lighting Service Items LS-1 (Bright Choices) for 32 days

Lighting Energy Charge	209 kWh @ $0.03412/kWh	$7.13
Fixture & Maintenance Charge	11 Fixtures	$182.71
Lighting Pole / Wire	11 Poles	$311.52
Lighting Fuel Charge	209 kWh @ $0.03363/kWh	$7.03
Storm Protection Charge	209 kWh @ $0.00559/kWh	$1.17
Clean Energy Transition Mechanism	209 kWh @ $0.00043/kWh	$0.09
Storm Surcharge	209 kWh @ $0.01230/kWh	$2.57
Florida Gross Receipt Tax		$0.46
Lighting Charges		**$512.68**

Total Current Month's Charges **$512.68**

Miscellaneous Credits

Sales Tax Credit	-$38.63
Total Current Month's Credits	**-$38.63**

Important Messages

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TECO
TAMPA ELECTRIC
AN EMERA COMPANY
TampaElectric.com

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
C/O MERITUS CORP
BERRY GROVE BLVD PH2 VILLAGE F
WIMAUMA, FL 33598

Statement Date: July 14, 2025

Amount Due:	**$1,025.36**

Due Date: August 04, 2025
Account #: 221008992960

DO NOT PAY. Your account will be drafted on August 04, 2025

Account Summary

Current Service Period: June 07, 2025 - July 08, 2025

Previous Amount Due	$1,102.61
Payment(s) Received Since Last Statement	-$1,025.36
Miscellaneous Credits	-$77.25
Current Month's Charges	**$1,025.36**
Amount Due by August 04, 2025	**$1,025.36**

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

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TECO
TAMPA ELECTRIC
AN EMERA COMPANY

Account #: 221008992960
Due Date: August 04, 2025

Amount Due:	**$1,025.36**

Payment Amount: $ _____

603236390688

Your account will be drafted on August 04, 2025

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C/O MERITUS CORP
2005 PAN AM CIR, STE 300
TAMPA, FL 33607-6008

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P.O. BOX 31318
TAMPA, FL 33631-3318

Make check payable to: TECO
Please write your account number on the memo line of your check.

TECO TAMPA ELECTRIC AN EMERA COMPANY

Service For:
BERRY GROVE BLVD PH2 VILLAGE F
WIMAUMA, FL 33598

Account #: 221008992960
Statement Date: July 14, 2025
Charges Due: August 04, 2025

Service Period: Jun 07, 2025 - Jul 08, 2025

Rate Schedule: Lighting Service

Charge Details

Electric Charges

Lighting Service Items LS-1 (Bright Choices) for 32 days

Lighting Energy Charge	*418 kWh @ $0.03412/kWh*	$14.26
Fixture & Maintenance Charge	*22 Fixtures*	$365.42
Lighting Pole / Wire	*22 Poles*	$623.04
Lighting Fuel Charge	*418 kWh @ $0.03363/kWh*	$14.06
Storm Protection Charge	*418 kWh @ $0.00559/kWh*	$2.34
Clean Energy Transition Mechanism	*418 kWh @ $0.00043/kWh*	$0.18
Storm Surcharge	*418 kWh @ $0.01230/kWh*	$5.14
Florida Gross Receipt Tax		$0.92
Lighting Charges		**$1,025.36**

Total Current Month's Charges **$1,025.36**

Miscellaneous Credits

Sales Tax Credit	-$77.25
Total Current Month's Credits	**-$77.25**

Important Messages

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Ways To Pay Your Bill

Bank Draft
Visit **TECOaccount.com** for free recurring or one time payments via checking or savings account.

In-Person
Find list of Payment Agents at **TampaElectric.com**

Mail A Check
Payments:
TECO
P.O. Box 31318
Tampa, FL 33631-3318
Mail your payment in the enclosed envelope.

All Other Correspondences:
Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Credit or Debit Card
Pay by credit Card using KUBRA EZ-Pay at **TECOaccount.com**. Convenience fee will be charged.

Phone
Toll Free:
866-689-6469

Contact Us

Online:
TampaElectric.com
Phone:
Commercial Customer Care:
866-832-6249
Residential Customer Care:
813-223-0800 (Hillsborough)
863-299-0800 (Polk County)
888-223-0800 (All Other Counties)

Hearing Impaired/TTY:
7-1-1
Power Outage:
877-588-1010
Energy-Saving Programs:
813-275-3909

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Statement Date: July 14, 2025

TECO TAMPA ELECTRIC AN EMERA COMPANY
TampaElectric.com

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
C/O MERITUS CORP
BERRY BAY PH 3 JUNIPER COVE
WIMAUMA, FL 33598

Amount Due:	**$1,444.82**

Due Date: August 04, 2025
Account #: 221008993802

DO NOT PAY. Your account will be drafted on August 04, 2025

Account Summary

Current Service Period: June 07, 2025 - July 08, 2025

Previous Amount Due	$1,553.67
Payment(s) Received Since Last Statement	-$1,444.82
Miscellaneous Credits	-$108.85
Current Month's Charges	**$1,444.82**
Amount Due by August 04, 2025	**$1,444.82**

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Scan here to view your account online.

Learn about your newly redesigned bill and get deeper insights about your usage by visiting TECOaccount.com

To ensure prompt credit, please return stub portion of this bill with your payment.

TECO TAMPA ELECTRIC AN EMERA COMPANY

Account #: 221008993802
Due Date: August 04, 2025

Amount Due:	**$1,444.82**
Payment Amount: $ _____	

603236390689

Your account will be drafted on August 04, 2025

Pay your bill online at TampaElectric.com
See reverse side of your paystub for more ways to pay.

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BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
C/O MERITUS CORP
2005 PAN AM CIR, STE 300
TAMPA, FL 33607-6008

Mail payment to:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Make check payable to: TECO
Please write your account number on the memo line of your check.

TECO TAMPA ELECTRIC AN EMERA COMPANY

Service For:
BERRY BAY PH 3 JUNIPER COVE
WIMAUMA, FL 33598

Account #: 221008993802
Statement Date: July 14, 2025
Charges Due: August 04, 2025

Service Period: Jun 07, 2025 - Jul 08, 2025

Rate Schedule: Lighting Service

Charge Details

Electric Charges

Lighting Service Items LS-1 (Bright Choices) for 32 days

Lighting Energy Charge	589 kWh @ $0.03412/kWh	$20.10
Fixture & Maintenance Charge	31 Fixtures	$514.91
Lighting Pole / Wire	31 Poles	$877.92
Lighting Fuel Charge	589 kWh @ $0.03363/kWh	$19.81
Storm Protection Charge	589 kWh @ $0.00559/kWh	$3.29
Clean Energy Transition Mechanism	589 kWh @ $0.00043/kWh	$0.25
Storm Surcharge	589 kWh @ $0.01230/kWh	$7.24
Florida Gross Receipt Tax		$1.30
Lighting Charges		**$1,444.82**

Total Current Month's Charges **$1,444.82**

Miscellaneous Credits

Sales Tax Credit	-$108.85
Total Current Month's Credits	**-$108.85**

Important Messages

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863-299-0800 (Polk County)
888-223-0800 (All Other Counties)

Hearing Impaired/TTY:
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Power Outage:
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Energy-Saving Programs:
813-275-3909

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TECO TAMPA ELECTRIC AN EMERA COMPANY

TampaElectric.com

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
C/O MERITUS CORP
4812 BERRY GROVE BLVD
WIMAUMA, FL 33598

Statement Date: July 14, 2025

Amount Due:	**$25.96**

Due Date: August 04, 2025
Account #: 221008882187

DO NOT PAY. Your account will be drafted on August 04, 2025

Account Summary

Current Service Period: June 07, 2025 - July 08, 2025

Previous Amount Due	$26.75
Payment(s) Received Since Last Statement	-$24.67
Miscellaneous Credits	-$2.08
Current Month's Charges	**$25.96**
Amount Due by August 04, 2025	**$25.96**

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

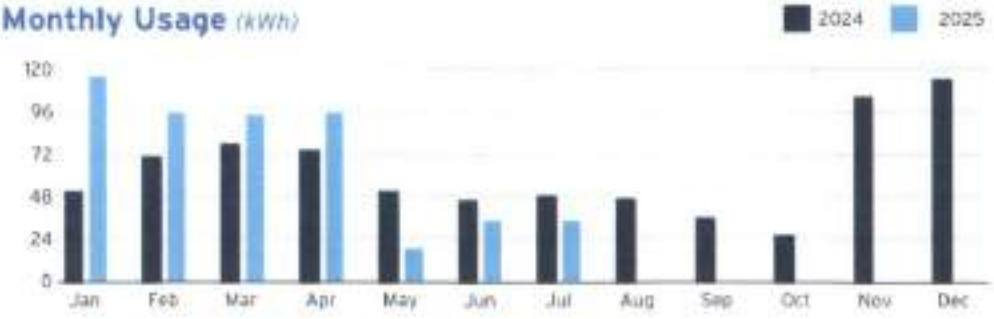
Your Energy Insight

Your average daily kWh used was 50% lower than the same period last year.

Your average daily kWh used was **0% higher** than it was in your previous period.

Scan here to view your account online.

Monthly Usage (kWh)



Learn about your newly redesigned bill and get deeper insights about your usage by visiting TECOaccount.com

To ensure prompt credit, please return stub portion of this bill with your payment.

TECO TAMPA ELECTRIC AN EMERA COMPANY

Account #: 221008882187
Due Date: August 04, 2025

Amount Due:	**$25.96**

Payment Amount: $ _____

603236390685

Your account will be drafted on August 04, 2025

Pay your bill online at TampaElectric.com

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BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
C/O MERITUS CORP
2005 PAN AM CIR, STE 300
TAMPA, FL 33607-6008

Mail payment to:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Make check payable to: TECO
Please write your account number on the memo line of your check.

TECO TAMPA ELECTRIC AN EMERA COMPANY

Service For:
4812 BERRY GROVE BLVD
WIMAUMA, FL 33598

Account #: 221008882187
Statement Date: July 14, 2025
Charges Due: August 04, 2025

Meter Read

Meter Location: ENTRY MONUMENT
Service Period: Jun 07, 2025 - Jul 08, 2025 **Rate Schedule:** General Service - Non Demand

Meter Number	Read Date	Current Reading	- Previous Reading	= Total Used	Multiplier	Billing Period
1000251621	07/08/2025	1,869	1,835	34 kWh	1	32 Days

Charge Details

Electric Charges

Daily Basic Service Charge	32 days @ $0.63000	$20.16
Energy Charge	34 kWh @ $0.08641/kWh	$2.94
Fuel Charge	34 kWh @ $0.03391/kWh	$1.15
Storm Protection Charge	34 kWh @ $0.00577/kWh	$0.20
Clean Energy Transition Mechanism	34 kWh @ $0.00418/kWh	$0.14
Storm Surcharge	34 kWh @ $0.02121/kWh	$0.72
Florida Gross Receipt Tax		$0.65
Electric Service Cost		**$25.96**

Total Current Month's Charges **$25.96**

Miscellaneous Credits

Sales Tax Credit	-$2.08
Total Current Month's Credits	**-$2.08**

Avg kWh Used Per Day

Important Messages

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TECO TAMPA ELECTRIC AN EMERA COMPANY
TampaElectric.com

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
C/O MERITUS CORP
3043 JUNIPER COVE ST
WIMAUMA, FL 33598

Statement Date: July 14, 2025

Amount Due:	**$18.44**

Due Date: August 04, 2025
Account #: 221009423916

DO NOT PAY. Your account will be drafted on August 04, 2025

Account Summary

Current Service Period: June 07, 2025 - July 08, 2025

Previous Amount Due	$17.26
Payment(s) Received Since Last Statement	-$17.26
Current Month's Charges	**$18.44**
Amount Due by August 04, 2025	**$18.44**

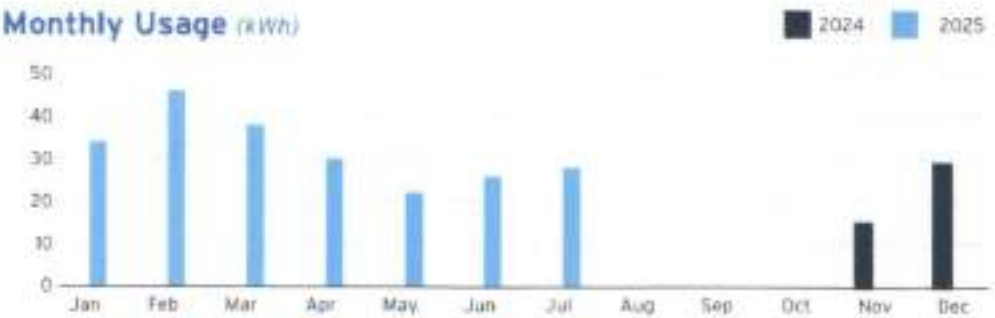
Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Your Energy Insight

Your average daily kWh used was **0% higher** than it was in your previous period.

Scan here to view your account online.

Monthly Usage (kWh)



Learn about your newly redesigned bill and get deeper insights about your usage by visiting TECOaccount.com

To ensure prompt credit, please return stub portion of this bill with your payment.

TECO TAMPA ELECTRIC AN EMERA COMPANY

Account #: 221009423916
Due Date: August 04, 2025

Amount Due:	**$18.44**

Payment Amount: $ _____

613112904262

Your account will be drafted on August 04, 2025

Pay your bill online at TampaElectric.com

See reverse side of your paystub for more ways to pay.

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BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
C/O MERITUS CORP
2005 PAN AM CIR, STE 300
TAMPA, FL 33607-6008

Mail payment to:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Make check payable to: TECO
Please write your account number on the memo line of your check.

TECO TAMPA ELECTRIC AN EMERA COMPANY

Service For:
3043 JUNIPER COVE ST
WIMAUMA, FL 33598

Account #: 221009423916
Statement Date: July 14, 2025
Charges Due: August 04, 2025

Meter Read

Service Period: Jun 07, 2025 - Jul 08, 2025 **Rate Schedule:** Residential Service

Meter Number	Read Date	Current Reading	- Previous Reading	= Total Used	Multiplier	Billing Period
1000941219	07/08/2025	268	240	28 kWh	1	32 Days

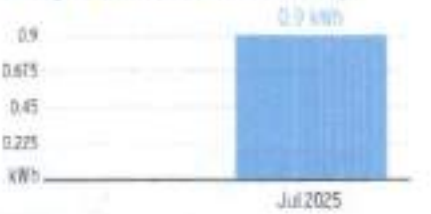
Charge Details

Electric Charges

Daily Basic Service Charge	32 days @ $0.43000	$13.76
Energy Charge	28 kWh @ $0.08924/kWh	$2.50
Fuel Charge	28 kWh @ $0.03044/kWh	$0.85
Storm Protection Charge	28 kWh @ $0.00722/kWh	$0.20
Clean Energy Transition Mechanism	28 kWh @ $0.00406/kWh	$0.11
Storm Surcharge	28 kWh @ $0.01995/kWh	$0.56
Florida Gross Receipt Tax		$0.46
Electric Service Cost		**$18.44**

Total Current Month's Charges **$18.44**

Avg kWh Used Per Day



Important Messages

8255835-0000813-Page 16 of 34

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Aquatic Weed Control, Inc.

P.O. Box 593258
Orlando, FL 32859

Phone: 407-859-2020
Fax: 407-859-3275

Invoice

Date	Invoice #
7/1/2025	111599

Bill To
Berry Bay CDD c/o Inframark 2005 Pan Am Circle, Ste 300 Tampa, FL 33607

Customer P.O. No.	Payment Terms	Due Date
	Net 30	7/31/2025

Description	Amount
Quarterly service to treat all invasive/nuisance vegetation.	378.00

Thank you for your business.

Total	$378.00
Payments/Credits	$0.00
Balance Due	$378.00

Aquatic Weed Control, Inc.

P.O. Box 593258
Orlando, FL 32859

Phone: 407-859-2020
Fax: 407-859-3275

Invoice

Date	Invoice #
4/1/2025	108336

Bill To
Berry Bay CDD c/o Inframark 2005 Pan Am Circle, Ste 300 Tampa, FL 33607

Customer P.O. No.	Payment Terms	Due Date
	Net 30	5/1/2025

Description	Amount
Quarterly service to treat all invasive/nuisance vegetation.	378.00

Thank you for your business.

Total	$378.00
Payments/Credits	$0.00
Balance Due	$378.00

Invoice

BLUE LIFE POOL SERVICE
PO Box 1628
Land O Lakes, FL 34639-1628
USA
+18135975009
accounts@bluelifepools.com
www.bluelifepools.com

BILL TO	SHIP TO
BERRY BAY 5380 NIGHT TIDE LN WIMAUMA, FL 33598	BERRY BAY 5380 NIGHT TIDE LN WIMAUMA, FL 33598

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
18140	05/01/2025	$2,000.00	05/31/2025	Net 30	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	CLEANING	REGULAR POOL SERVICE	1	2,000.00	2,000.00

Pay invoice

SUBTOTAL	2,000.00
TAX	0.00
TOTAL	2,000.00
BALANCE DUE	**$2,000.00**

Invoice

BLUE LIFE POOL SERVICE
PO Box 1628
Land O Lakes, FL 34639-1628
USA
+18135975009
accounts@bluelifepools.com
www.bluelifepools.com

BILL TO	SHIP TO
BERRY BAY 5380 NIGHT TIDE LN WIMAUMA, FL 33598	BERRY BAY 5380 NIGHT TIDE LN WIMAUMA, FL 33598

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
17810	04/01/2025	$2,000.00	05/01/2025	Net 30	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	CLEANING	REGULAR POOL SERVICE	1	2,000.00	2,000.00

Pay invoice

SUBTOTAL	2,000.00
TAX	0.00
TOTAL	2,000.00
BALANCE DUE	**$2,000.00**

Invoice

BLUE LIFE POOL SERVICE
PO Box 1628
Land O Lakes, FL 34639-1628
USA
+18135975009
accounts@bluelifepools.com
www.bluelifepools.com

BILL TO	SHIP TO
BERRY BAY 5380 NIGHT TIDE LN WIMAUMA, FL 33598	BERRY BAY 5380 NIGHT TIDE LN WIMAUMA, FL 33598

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
14033	03/01/2024	$2,100.00	03/31/2024	Net 30	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	CLEANING	REGULAR POOL SERVICE	1	2,000.00	2,000.00
	CYA MAINTENANCE	CYA FEE 3 TIMES A YEAR ONLY	1	100.00	100.00

BALANCE DUE **$2,100.00**

Pay invoice

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PO Box 1628
Land O Lakes, FL 34639-1628
USA
+18135975009
accounts@bluelifepools.com
www.bluelifepools.com

Invoice

BILL TO	SHIP TO
BERRY BAY 5380 NIGHT TIDE LN WIMAUMA, FL 33598	BERRY BAY 5380 NIGHT TIDE LN WIMAUMA, FL 33598

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
17166	02/01/2025	$2,000.00	03/03/2025	Net 30	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	CLEANING	REGULAR POOL SERVICE	1	2,000.00	2,000.00

Pay invoice

SUBTOTAL	2,000.00
TAX	0.00
TOTAL	2,000.00
BALANCE DUE	**$2,000.00**

Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236
. 941-906-9386 x322

RECEIVED
JUL 01 2025
By

INVOICE

Legal Advertising

Invoice # 25-01890H **Date 07/04/2025**

Attn:
Berry Bay CDD - Inframark
2005 PAN AM CIRCLE SUITE 300
TAMPA FL 33607

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description	Amount
Serial # 25-01890H **Notice of Public Hearing and Board of Supervisors Meeting** **RE:** Berry Bay CDD Fiscal Year 2025-2026 Budget Board of Supervisors Meeting on 8/7/25 @ 2:00 PM **Published:** 7/4/2025	$214.38

Important Message		Paid	()
Please include our Serial # on your check	**Pay by credit card online: https://legals.businessobserverfl.com/send-payment/**	**Total**	**$214.38**

Payment is expected within 30 days of the first publication date of your notice.

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE
The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

Notice of Public Hearing and Board of Supervisors Meeting of the Berry Bay Community Development District

The Board of Supervisors (the "**Board**") of the Berry Bay Community Development District (the "**District**") will hold a public hearing and a meeting on August 7, 2025, at 5:00 p.m. at the Offices of Inframark located at 10501 Fan Ave Circle, Suite 109, Tampa, Florida 33610.

The purpose of the public hearing is to receive public comments on the proposed adoption of the District's final year 2025-2026 proposed budget and the proposed levy of its annually recurring non-ad valorem special assessments for operation and maintenance to fund the items described in the proposed budget (the "**O&M Assessments**").

At the conclusion of the public hearing, the Board will, by resolution, adopt a final budget, provide for the levy, collection, and enforcement of the O&M Assessments, and certify an assessment roll. A meeting of the Board will also be held where the Board may consider any other business that may properly come before it.

A copy of the proposed budget, preliminary assessment roll, and the agenda may be viewed on the District's website at least 2 days before the meeting, or may be obtained by contacting the District Manager's office via email at michael.perez@inframark.com or via phone at 310-310-7920.

The table below presents the proposed schedule of the O&M Assessments. Amounts are preliminary and subject to change at the meeting and in any future year.

LOT SIZE	Proposed maximum annual FY 2025-2026 O&M Assessment	Last Year's FY 2024-2025 O&M Assessment	% Increase	Annual $ Increase	Monthly $ Increase
55' 60'	$1,241.23	$939.00	8%	$260.00	$20.72
55' 65'	$1,339.00	$1,206.25	8%	$332.75	$30.90
55' 70'	$1,972.70	$1,437.00	8%	$372.00	$31.27

The O&M Assessments (in addition to debt assessments, if any) will appear on November 2025 Hillsborough County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

The County Tax Collector will collect the assessments for all lots and parcels within the District. Alternatively, the District may elect to directly collect its assessments in accordance with Chapter 190, Florida Statutes. Failure to pay the District's assessments will cause a tax certificate to be issued against the property which may result in a loss of title or a foreclosure action to be filed against the property. All affected property owners have the right to appear at the public hearing and to file written objections with the District within 20 days of publication of this notice.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts and Applicable Executive Order 10-06. They may be continued to a date, time, and place to be specified on the record at the hearing or meeting. There may be occasions when staff or Board members may participate by speaker telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's office at least 2 business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8771 (TTY), or 1-800-955-8770 (voice) for aid in contacting the District Manager's office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Michael Perez, District Manager

4838-3358-0011, v. 1
July 4, 2025

25-00260H

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, 941-906-9386 x322

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Invoice # 25-02082H

Date 07/18/2025

Attn:
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2005 PAN AM CIRCLE SUITE 300
TAMPA FL 33607

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description	Amount
Serial # 25-02082H **Notice of Public Hearing** **RE:** Berry Bay CDD Public Hearing to Establish a Fee Schedule for Non-Residents Use of Facilities on 8/7/25 @ 2:00 PM **Published:** 7/18/2025	$94.06

Important Message		Paid	()
Please include our Serial # on your check	**Pay by credit card online: https://legals.businessobserverfl.com/send-payment/**	**Total**	**$94.06**

Payment is expected within 30 days of the first publication date of your notice.

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
. 941-906-9386 x322

INVOICE

Legal Advertising

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING ON PROPOSED USER FEES FOR NON-RESIDENTS USE OF DISTRICT RECREATIONAL FACILITIES

In accordance with Chapter 190, Florida Statutes, the Berry Bay Community Development District (the **"District"**) hereby gives public notice of a public hearing to establish a fee schedule for non-residents to use the District's recreational facilities. The hearing will be for the purpose of reviewing and setting a policy and fee schedule for the use of District amenities, to provide for efficient and effective District operations, and to recover the costs of providing the services to non-residents. At the conclusion of the hearing, the Board shall adopt a policy and fee schedule as finally approved by the Board of Supervisors.

The Florida Statutes being implemented include Chapter 190, Florida Statutes, generally, and Section 190.035, Florida Statutes, specifically; and provide legal authority for establishment of a policy and fee schedule.

A PUBLIC HEARING WILL BE HELD AT THE TIME, DATE, AND PLACE SHOWN BELOW:

DATE: Thursday, August 7, 2025
TIME: 2:00 p.m.
PLACE: Inframark
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

All interested parties may appear at the meeting and be heard regarding the proposed establishment of the policy and fee schedule. This public hearing may be continued to a date, time, and place to be specified on the record at the public hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing held in response to a request for such a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which such appeal is to be based.

A copy of the proposed policy and fee schedule may be obtained by contacting District Manager Jayna Cooper at Jayna.Cooper@Inframark.com, 2005 Pan Am Circle Drive, Suite 300, Tampa, FL 33607, or by calling (813) 873-7300.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special assistance to participate in this meeting should contact the District Manager for assistance at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711, for aid in contacting the District Manager.

July 18, 2025 25-02082H

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

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Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

RECEIVED
JUL 14 2025
By

INVOICE

Legal Advertising

Invoice # 25-01958H **Date 07/11/2025**

Attn:
Berry Bay CDD - Inframark
2005 PAN AM CIRCLE SUITE 300
TAMPA FL 33607

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description	Amount
Serial # 25-01958H **Notice of Public Hearing and Board of Supervisors Meeting** **RE:** Berry Bay CDD Fiscal Year 2025-2026 Budget Board of Supervisors Meeting on 8/7/25 @ 2:00 PM **Published:** 7/11/2025	$78.75

Important Message		Paid	()
Please include our Serial # on your check	**Pay by credit card online: https://legals.businessobserverfl.com/send-payment/**	**Total**	**$78.75**

Payment is expected within 30 days of the first publication date of your notice.

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

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Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
. 941-906-9386 x322

INVOICE

Legal Advertising

Notice of Public Hearing and Board of Supervisors Meeting of the Berry Bay Community Development District

The Board of Supervisors (the "**Board**") of the Berry Bay Community Development District (the "**District**") will hold a public hearing and a meeting on August 7, 2025, at 2:00 p.m. at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.

The purpose of the public hearing is to receive public comments on the proposed adoption of the District's fiscal year 2025-2026 proposed budget. A meeting of the Board will also be held where the Board may consider any other business that may properly come before it. A copy of the proposed budget and the agenda may be viewed on the District's website at least 2 days before the meeting https://berrybayodd.com/ or may be obtained by contacting the District Manager's office via email at michael.perez@inframark.com or via phone at 656-209-7919.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. They may be continued to a date, time, and place to be specified on the record at the hearing or meeting. There may be occasions when staff or Board members may participate by speaker telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's office at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8771 (TTY), or 1-800-955-8770 (voice) for aid in contacting the District Manager's office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Michael Perez, District Manager
4899-8869-5601, v. 1
July 11, 2025 25-01958H

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

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Attendance Confirmation

for

BOARD OF SUPERVISORS

District Name: Berry Bay CDD

Board Meeting Date: July 10, 2025

	Name	In Attendance Please X	Paid
1	Carlos de la Ossa	X	$200
2	Nick Dister	X	$200
3	Ryan Motko	X	$200
4	Kelly Evans	X	$200
5	Chloe Firebaugh		

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

Jayna Cooper — 7/10/2025

District Manager Signature — Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE****

City-Wide Cleaning LLC

P.O. Box 262142
Tampa, FL 33685
(813) 624-4479

INVOICE NO. 19478

TO: Berry Bay CDD
Tampa FL
2005 Pan Am Cir
B

DATE: 1 Oct

		Month of June 25			700	00
		Dog Bags & Liners			25	00
			Sub Total			
			Tax			
			Total		725	00

Grau and Associates

1001 W. Yamato Road, Suite 301
Boca Raton, FL 33431
www.graucpa.com

Phone: 561-994-9299 **Fax: 561-994-5823**

Berry Bay Community Development District
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

Invoice No. *27822*
Date *07/01/2025*

SERVICE		AMOUNT
Audit FYE 09/30/2024		$ 4,900.00
	Current Amount Due	$ 4,900.00

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
4,900.00	0.00	0.00	0.00	0.00	4,900.00

Payment due upon receipt.

INFRAMARK

INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#	DATE
154270	7/16/2025
CUSTOMER ID	**NET TERMS**
C2278	Due On Receipt
PO#	**DUE DATE**
	7/16/2025

BILL TO
Berry Bay Community Development District
2005 Pan Am Cir Ste 300
Tampa FL 33607-6008
United States

Services provided for the Month of: June 2025

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
B/W Copies	3	Ea	0.15		0.45
Color Copies	44	Ea	0.39		17.16
Postage	7	Ea	0.69		4.83
Subtotal					**22.44**

Subtotal	$22.44
Tax	$0.00
Total Due	$22.44

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC
ACH - Bank Routing Number: 111000614 / Account Number: 912593196
Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

Attendance Confirmation

for

BOARD OF SUPERVISORS

District Name: Berry Bay CDD

Board Meeting Date: July 10, 2025

	Name	In Attendance Please X	Paid
1	Carlos de la Ossa	X	$200
2	Nick Dister	X	$200
3	Ryan Motko	X	$200
4	Kelly Evans	X	$200
5	Chloe Firebaugh		

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

Jayna Cooper — 7/10/2025

District Manager Signature — Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE****

Motion Picture Licensing Corporation
5140 W. Goldleaf Circle, Suite 103
Los Angeles, CA 90056
Tel: 866-552-MPLC (6752)
www.mplc.org

07/07/2025

Invoice No. 504460854

BILL TO: Berry Bay CDD
2005 Pan Am Cir Ste 300
Tampa, FL
33607

REMIT TO: Motion Picture Licensing Corporation
PO Box 80144
City of Industry, CA 91716-8144

PO No.

CUSTOMER SERVICE: 866-552-MPLC (6752)

QUANTITY	DESCRIPTION	AMOUNT
1	MPLC Blanket License covering the term: 09/30/2025 to 09/29/2026	$1,989.91
TERMS: PAYABLE 30 DAYS FROM DATE OF INVOICE	**Total**	**$1,989.91**

Click here to pay by credit card via Stripe or visit: **https://us.mplc.com/pay-an-invoice/**

Please include Invoice Number on check, payable to MPLC.

NOTE NEW Banking Information: (Please include your **invoice number** as your payment reference)

Bank: **Citizens Business Bank**
Bank Address: **1880 Century Park East, Ste. 1000, Los Angeles, CA 90067**
Routing #/ABA: **122234149**
Account Name: **Motion Picture Licensing Corporation**
Account Address: **5140 W. Goldleaf Circle, Ste. 103, Los Angeles, CA 90056**
Account #: **891103103**

DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

For contact, address, or delivery method change requests, please visit: mplc.org/currentmembers

PIN # (enter #'s only)	Invoice No	Date	Amount	Amount Due	Paid Amount
MPLCUS6015861	504460854	07/07/2025	$1,989.91	$1,989.91	$0.00

PO BOX 66970
Los Angeles, CA 90066-6970

PLEASE REMIT CHECK PAYMENT TO:

Motion Picture Licensing Corporation
PO Box 80144
City of Industry, CA 91716-8144

BILL TO:
Ms.Brooke Chapman
Berry Bay CDD
2005 Pan Am Cir Ste 300
Tampa, FL 33607

Motion Picture Licensing Corporation
5140 W. Goldleaf Circle, Suite 103
Los Angeles, CA 90056
Tel: 866-552-MPLC (6752)
www.mplc.org

07/07/2025

Ms.Brooke Chapman
Berry Bay CDD
2005 Pan Am Cir Ste 300
Tampa, FL 33607

Customer No. MPLCUS6015861

Dear Ms. Brooke Chapman,

Attached below is your new MPLC Certificate of License. Your Blanket License® has automatically renewed in accordance with our underlying agreement. The license fee is $1,989.91. An invoice is enclosed for your review and payment.

MPLC's Blanket License remains a simple and affordable way to publicly show movies, TV programs, and other content that is intended for personal, private use. Whether streamed, downloaded, broadcasted or shown via your cable TV, DVD or Blu-ray, MPLC's Blanket License helps you ensure copyright compliance in accordance with the US Copyright Act.

Thank you for continuing to support the creative community. Your commitment to compliance helps ensure the future of the entertainment we know and love. If you have any questions, please contact our Member Services Department at (866) 552-MPLC (6752) or online at https://us.mplc.com/customer-support/.

Sincerely,

Member Services
info@mplc.com

License Number: 504460854

MPLC Blanket License Certificate

Be it known to Berry Bay CDD has obtained from MPLC the right to publicly perform, as defined in the U.S. Copyright Act, motion pictures, TV programs and other audio-visual content originally intended for personal use only, via any means including but not limited to DVD, streaming and download, pursuant to the terms and conditions of the Umbrella License Agreement between parties. The most recent terms and conditions may be found at www.mplc.org.
This Certificate of License expires on: 09/29/2026

Authorised on behalf of Motion Picture Licensing Corporation

Attendance Confirmation

for

BOARD OF SUPERVISORS

District Name: Berry Bay CDD

Board Meeting Date: July 10, 2025

	Name	In Attendance Please X	Paid
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4	Kelly Evans	X	$200
5	Chloe Firebaugh		

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

Jayna Cooper — District Manager Signature

7/10/2025 — Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE****

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for

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Approved for payment:

Jayna Cooper — 7/10/2025

District Manager Signature — Date

**** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE****

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606
Telephone (813) 223-9400
Federal Tax Id. - 20-1778458

Berry Bay CDD
Inframark
2005 Pan Am Circle, Ste 300
Tampa, FL 33607

July 09, 2025
Client: 001543
Matter: 000001
Invoice #: 26801

RE: General

For Professional Services Rendered Through June 30, 2025

SERVICES

Date	Person	Description of Services	Hours	Amount
6/4/2025	JMV	REVIEW AGENDA PACKET AND PREPARE FOR CDD BOARD MEETING; TELEPHONE CALL WITH T. STEWART; TELEPHONE CALL WITH C. DE LA OSSA; REVIEW REQUISITION ISSUES.	0.6	$243.00
6/5/2025	JMV	REVIEW CDD AUDIT NOTICE; PREPARE DISTRICT COUNSEL RESPONSE.	0.5	$202.50
6/5/2025	AM	REVIEW AUDITOR REQUEST LETTER FOR FISCAL YEAR ENDED SEPTEMBER 30, 2024; PREPARE DRAFT AUDIT RESPONSE LETTER.	0.5	$97.50
6/5/2025	KCH	REVIEW AGENDA PACKAGE; PREPARE FOR AND ATTEND BOS MEETING IN PERSON; PREPARE UPDATED SPENDING AUTHORITY RESOLUTION.	0.6	$225.00
6/6/2025	JMV	REVIEW CDD AUDIT NOTICE; PREPARE DISTRICT COUNSEL RESPONSE.	1.1	$445.50
6/6/2025	AM	REVIEW PROPOSED BUDGET; PREPARE RESOLUTION ADOPTING BUDGET FOR FISCAL YEAR 2025-2026 AND RESOLUTION LEVYING AND IMPOSING O&M ASSESSMENTS FOR BUDGET.	2.0	$390.00
6/11/2025	JMV	PREPARE LEGAL NOTICES FOR CDD BOARD MEETING AND PUBLIC HEARING; PREPARE RESOLUTION FOR CDD BOARD MEETING AND PUBLIC HEARING.	1.0	$405.00
6/11/2025	LC	REVIEW BOARD SEATS AND TERMS; REVIEW SUPERVISOR OF ELECTIONS NUMBER OF QUALIFIED VOTERS FOR 2025 AND UPDATE RECORDS RE SAME.	0.2	$39.00
6/19/2025	LC	RESEARCH RE FUNDING ALLOCATION RESOLUTIONS.	0.2	$39.00

SERVICES

Date	Person	Description of Services	Hours	Amount
6/20/2025	CAW	REVIEW NOTICES OF PUBLIC HEARING TO ADOPT THE 2025/2026 BUDGET, MAILED O/M ASSESSMENT LETTER, RESOLUTION ADOPTING 2025/2026 BUDGET, AND RESOLUTION IMPOSING ASSESSMENTS.	0.3	$112.50
6/20/2025	AM	REVISE, FINALIZE AND TRANSMIT FINAL PUBLICATION ADS, MAILED NOTICE LETTER AND RESOLUTIONS WITH INSTRUCTIONS.	0.2	$39.00
6/20/2025	KCH	PREPARE FOR AND ATTEND EPG OPERATIONS MEETING IN PERSON; PREPARE TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT FOR 2888 STAR ANISE LANE; REVIEW ASSOCIATES PLATS.	1.4	$525.00
6/24/2025	KCH	PREPARE EASEMENT ENCROACHMENT AGREEMENT FOR 3329 BLUE ESTUARY ROAD; PREPARE NO FISHING POLICY AND NATURAL AREAS POLICY; REVIEW FINAL LONG FORM FIRST PUBLICATION FOR NOTICE OF PUBLIC HEARING.	1.7	$637.50
6/25/2025	LC	REVIEW SPREADSHEET FROM J. COOPER AND CONFIRM SEAT DESIGNATIONS AND TERMS.	0.2	$39.00
6/30/2025	LC	REVIEW CORRESPONDENCE FROM J. COOPER REQUESTING INFORMATION ON PROJECTED FIRST GENERAL ELECTION AND PROJECTED TURNOVER DATES; UPDATE J. COOPER'S SPREADSHEET RE SAME.	0.1	$19.50
		Total Professional Services	10.6	$3,459.00

Total Services	$3,459.00	
Total Disbursements	$0.00	
Total Current Charges		$3,459.00
Previous Balance		$3,474.50
Less Payments		*($3,474.50)*
PAY THIS AMOUNT		**$3,459.00**

Please Include Invoice Number on all Correspondence

SUNRISE LANDSCAPE

5100 W Kennedy Blvd
Ste 325
Tampa, FL 33609

Invoice 14 40014

PO#	Date
	06/30/2025
Sales Rep	**Terms**
Niles Badgerow	Net 30

Bill To
Berry Bay CDD 2005 Pan Am Circle Suite 300 Tampa, FL 33607

Property Address
Berry Bay CDD 4982 Eagle Rock Dr Wimauma, FL 33598

Item	Qty / UOM	Rate	Ext. Price	Amount

#25242 - mainline Irrigation Repairs @ island by new construction

Repair broken mainline at end of berry grove in island by new construction.

Irrigation Repairs - 06/25/2025				$370.40
Labor - 06/25/25	2.10 Hrs			
3" Pro Span PVC Expansion Repair Coupling (Material)	1.00 EA			
3" Sch 40 PVC Coupling Socket (Material)	1.00 EA			
3" Sch 40 PVC 90 Degree Elbow Socket (Material)	1.00 EA			

Total	**$370.40**
Credits/Payments	($0.00)
Balance Due	**$370.40**

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
$23,410.40	**$15,000.00**	**$0.00**	**$0.00**	**$0.00**

Phone: 813-985-9381 / ar@sunriselandscape.com

SUNRISE LANDSCAPE

5100 W Kennedy Blvd
Ste 325
Tampa, FL 33609

Invoice 14 40807

PO#	Date
	07/09/2025
Sales Rep	**Terms**
Niles Badgerow	Net 30

Bill To
Berry Bay CDD 2005 Pan Am Circle Suite 300 Tampa, FL 33607

Property Address
Berry Bay CDD 4982 Eagle Rock Dr Wimauma, FL 33598

Item	Qty / UOM	Rate	Ext. Price	Amount

#25491 - Mulch install in annual flower beds

Proposal Pricing is valid for 30 days from the proposal date.

Labor and materials to install (60) bags of "Pine Bark Fines" mulch in the (4) Roundabout flower beds and (3) entry flower beds.

EM - Installation - 07/07/2025 $1,030.00

Total	**$1,030.00**
Credits/Payments	($0.00)
Balance Due	**$1,030.00**

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
$53,275.48	**$15,000.00**	**$0.00**	**$0.00**	**$0.00**

Phone: 813-985-9381 / ar@sunriselandscape.com

Swine Solutions

12013 Rose Ln
Riverview, FL 33569 US
Thomas@swinesolutionsfl.com
https://www.SwineSolutionsFL.com

INVOICE

BILL TO
Berry Bay CDD
2005 Pan Am Circle
Ste 300
Tampa
FL
33607

INVOICE	632
DATE	07/24/2025
TERMS	Net 30
DUE DATE	08/23/2025

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Trapping Service	Month to Month		1,550.00	1,550.00

BALANCE DUE **$1,550.00**

Aquatic Weed Control, Inc.

P.O. Box 593258
Orlando, FL 32859

Phone: 407-859-2020
Fax: 407-859-3275

Invoice

Date	Invoice #
7/18/2025	111838

Bill To
Berry Bay CDD c/o Inframark 2005 Pan Am Circle, Ste 300 Tampa, FL 33607

Customer P.O. No.	Payment Terms	Due Date
	Net 30	8/17/2025

Description	Amount
Blue dye treatment for pond #19 - Completed 7/17/2025	170.00

Thank you for your business.

Total	$170.00
Payments/Credits	$0.00
Balance Due	$170.00

BERRY BAY CDD
DISTRICT CHECK REQUEST

Today's Date	6/18/2025
Check Amount	**$5,618.30**
Payable To	Berry Bay CDD
Check Description	Series 2021 - FY 25 Tax Dist. ID dist 728
Code:	202.103200.1000
Check Amount	**$2,517.82**
Payable To	Berry Bay CDD
Check Description	Series 2023 - FY 25 Tax Dist. ID dist 728
Code:	203.103200.1000
TOTAL $:	**$8,136.12**

Special Instructions Do not mail. Please give to Eric Davidson

(Please attach all supporting documentation: invoices, receipts, etc.)

Eric
Authorization

DM
Fund 001
G/L
Object Code
Chk # Date

BERRY BAY CDD

TAX REVENUE RECEIPTS AND TRANSFER SCHEDULE
FISCAL YEAR 2025, TAX YEAR 2024

	Dollar Amounts	Fiscal Year 2025 Percentages	
Net O&M	1,101,075.00	43.31%	0.433100
Net 2021 DS	995,377.48	39.15%	0.391500
Net 2023 DS	446,075.00	17.54%	0.175400
Net Total	2,542,527.48	100.00%	1.000000

100%

Date Received	Amount Received	43.31% Raw Numbers Operations Revenue, Occupied Units	43.31% Rounded Operations Revenue, Occupied Units	39.15% Raw Numbers 2021 Debt Service Revenue	39.15% Rounded 2021 Debt Service Revenue	17.54% Raw Numbers 2023 Debt Service Revenue	17.54% Rounded 2023 Debt Service Revenue	Proof
11/14/2024	16,050.87	6,951.04	6,951.04	6,283.78	6,283.78	2,816.05	2,816.05	-
11/22/2024	40,427.25	17,507.55	17,507.55	15,826.92	15,826.92	7,092.78	7,092.78	-
12/3/2024	25,981.47	11,251.62	11,251.62	10,171.52	10,171.52	4,558.33	4,558.33	-
12/6/2024	1,488,670.77	644,688.48	644,688.48	582,801.71	582,801.71	261,180.58	261,180.58	-
12/17/2024	568,514.42	246,202.65	246,202.65	222,568.47	222,568.47	99,743.30	99,743.30	-
1/7/2025	335,878.35	145,456.54	145,456.54	131,493.46	131,493.46	58,928.34	58,928.34	0.01
2/7/2025	32,286.19	13,981.96	13,981.96	12,639.76	12,639.76	5,664.47	5,664.47	-
3/10/2025	10,906.21	4,723.08	4,723.08	4,269.69	4,269.69	1,913.45	1,913.45	(0.01)
4/7/2025	7,958.81	3,446.67	3,446.67	3,115.81	3,115.81	1,396.34	1,396.34	(0.01)
5/7/2025	6,314.44	2,734.55	2,734.55	2,472.05	2,472.05	1,107.84	1,107.84	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
		-	-	-	-	-	-	-
						-	-	-
TOTAL	2,532,988.78	1,096,944.14	1,096,944.14	991,643.16	991,643.17	444,401.48	444,401.48	(0.01)
Net Total on Roll	2,542,527.48		1,101,075.00		995,377.48		446,075.00	
Collection Surplus / (Deficit)	(9,538.70)		(4,130.86)		(3,734.31)		(1,673.52)	

M:\Client Files\Berry Bay CDD 524\Financial Services\Accounting\Debt Service\2025\Berry Bay FY 2025 DS SCHEDULE

Invoice

BLUE LIFE POOL SERVICE
PO Box 1628
Land O Lakes, FL 34639-1628
USA
+18135975009
accounts@bluelifepools.com
www.bluelifepools.com

BILL TO	SHIP TO
BERRY BAY 5380 NIGHT TIDE LN WIMAUMA, FL 33598	BERRY BAY 5380 NIGHT TIDE LN WIMAUMA, FL 33598

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
14197	03/12/2024	$170.00	04/11/2024	Net 30	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	PART (deleted)	NEW RETURN GUTTER	2	35.00	70.00T
	LABOR REPAIR	FULL INSTALLATION	1	100.00	100.00

BALANCE DUE **$170.00**

Pay invoice

Invoice

BLUE LIFE POOL SERVICE
PO Box 1628
Land O Lakes, FL 34639-1628
USA
+18135975009
accounts@bluelifepools.com
www.bluelifepools.com

BILL TO	SHIP TO
BERRY BAY 5380 NIGHT TIDE LN WIMAUMA, FL 33598	BERRY BAY 5380 NIGHT TIDE LN WIMAUMA, FL 33598

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
18772	06/27/2025	$350.00	07/27/2025	Net 30	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	SERVICES	TROUBLESHOOTING	1	350.00	350.00

Pay invoice

SUBTOTAL	350.00
TAX	0.00
TOTAL	350.00
BALANCE DUE	**$350.00**

Crosscreek Environmental Inc.

111 61st Street East
Palmetto, FL 34221

Invoice

Date 4/11/2025
Invoice # 20747

Bill To	Project Info
Berry Bay CDD Stantec Tyson Waag, P.E. 777 S Harbour Island Boulevard Suite 600 Tampa FL 33602	Deposit Invoice

P.O. #
Terms Net 30

Due Date 5/11/2025

Description	Amount
Berry Bay CDD FES Structure Repair	
30% deposit due prior to commencement of work per estimate #12844. Amount to be deducted from final invoice.	2,775.00
Restoration of erosional area around FES drainage pipe per the Stantec supplied aerial. The existing concrete bags around the FES will be removed and placed at the base of the MES to act as a splash pad. The eroded area around the FES will be filled if needed with compacted fill dirt and/or eroded sediment, regraded, then stabilized with FW404 reinforcement matting. FW404 matting to be covered with limestone rip rap to prevent future erosion. Rip rap collar will extend to the existing concrete bag location. The concrete splash pad will be covered with the existing and imported rip rap to conceal it. Cost includes Bahia sod replacement around the MES and any disturbed areas. This cost is based off of accessing the area through the vacant lot adjacent to the pond.	

Thank you for your business

Subtotal	$2,775.00
Sales Tax (0.0%)	$0.00
Total	$2,775.00
Payments/Credits	$0.00
Balance Due	$2,775.00

Crosscreek Environmental Inc.

Phone # (941) 479-7811 Fax # (941) 479-7812 admin@crosscreekenv.com www.crosscreekenvironmental.com

INVOICE

Fields Consulting Group, LLC
(dba. Mike's Signs)
11749 Crestridge Loop
Trinity, FL 34655-0017

signsandgraphicsbymike@gmail.com
+1 (727) 480-6514

Fields Consulting Group, LLC
11749 Crestridge Loop
Trinity, FL 34655

MIKE'S SIGNS GRAPHICS & PRINTING
727.480.6514

Bill to
Meritus
Inframark
Berry Bay CDD
Attn: Michael Perez / Brooke
2005 Pan Am Circle #300
Tampa, FL 33607

Invoice details
Invoice no.: 3598
Terms: Due on receipt
Invoice date: 07/01/2025
Due date: 07/01/2025

Sales Rep: Mike Fields

#	Product or service	Description	Qty	Rate	Amount
1.	**Install (Signage)**	"Beware of Wildlife" (18x24) reflective pond signs with black back; Installed with 8-ft u-post (painted black)	2	$175.00	$350.00

Total **$350.00**

Overdue 07/01/2025

INVOICE

Fields Consulting Group, LLC
(dba. Mike's Signs)
11749 Crestridge Loop
Trinity, FL 34655-0017

signsandgraphicsbymike@gmail.com
+1 (727) 480-6514

Fields Consulting Group, LLC
11749 Crestridge Loop
Trinity, FL 34655

MIKE'S SIGNS GRAPHICS & PRINTING
727.480.6514

Bill to
Meritus
Inframark
Berry Bay CDD
Attn: Michael Perez / Brooke
2005 Pan Am Circle #300
Tampa, FL 33607

Invoice details
Invoice no.: 3595
Terms: Due on receipt
Invoice date: 06/25/2025
Due date: 07/01/2025

Sales Rep: Mike Fields

#	Product or service	Description	Qty	Rate	Amount
1.	**Install (Signage)**	"Beware of Wildlife" (18x24) pons signs with black back; Installed with 8-ft u-post (painted black)	2	$175.00	$350.00

Total **$350.00**

INVOICE

Spearem Enterprises, LLC
7842 Land O' Lakes Blvd. #335
Land O' Lakes, FL 34638

spearem.jmb@gmail.com
+1 (813) 997-8101

Bill to
Berry Bay CDD
inframark 2005 Pan Am Circle, Suite 300
Tampa , FL 33607

Ship to
Berry Bay CDD
inframark 2005 Pan Am Circle, Suite 300
Tampa , FL 33607

Invoice details
Invoice no.: 6234
Terms: Net 15
Invoice date: 06/26/2025
Due date: 07/11/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Labor**	Pressure wash all pool furniture. clear rain gutters on clubhouse and unclog pool deck drainage	1	$250.00	$250.00

Total **$250.00**

Note to customer

Thank You! We Appreciate Your Business.

INVOICE

Spearem Enterprises, LLC
7842 Land O' Lakes Blvd. #335
Land O' Lakes, FL 34638

spearem.jmb@gmail.com
+1 (813) 997-8101

Bill to
Berry Bay CDD
inframark 2005 Pan Am Circle, Suite 300
Tampa , FL 33607

Ship to
Berry Bay CDD
inframark 2005 Pan Am Circle, Suite 300
Tampa , FL 33607

Invoice details
Invoice no.: 6236
Terms: Net 15
Invoice date: 06/26/2025
Due date: 07/11/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Labor**	repair 4 section of fencing along to neighborhood perimeter fence	1	$225.00	$225.00

Total **$225.00**

Note to customer

Thank You! We Appreciate Your Business.

SUNRISE LANDSCAPE

5100 W Kennedy Blvd
Ste 325
Tampa, FL 33609

Invoice 14 39694

PO#	Date
	06/25/2025
Sales Rep	**Terms**
Niles Badgerow	Net 30

Bill To
Berry Bay CDD 2005 Pan Am Circle Suite 300 Tampa, FL 33607

Property Address
Berry Bay CDD 4982 Eagle Rock Dr Wimauma, FL 33598

Item	Qty / UOM	Rate	Ext. Price	Amount

#24555 - Sod removal and replacement 2 areas

Proposal Pricing is valid for 30 days from the proposal date.

Labor, materials, disposal of debris to remove and replace sod in two areas

- **Right side of Berry Bay Blvd, see photos with red flags**
- **End of median island that truck drove over destroying sod**

EM - Installation - 06/19/2025 $1,990.00

Total	**$1,990.00**
Credits/Payments	($0.00)
Balance Due	**$1,990.00**

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
$37,320.00	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Phone: 813-985-9381 / ar@sunriselandscape.com

SUNRISE LANDSCAPE

5100 W Kennedy Blvd
Ste 325
Tampa, FL 33609

Invoice 14 39691

PO#	Date
	06/25/2025
Sales Rep	**Terms**
Niles Badgerow	Net 30

Bill To
Berry Bay CDD 2005 Pan Am Circle Suite 300 Tampa, FL 33607

Property Address
Berry Bay CDD 4982 Eagle Rock Dr Wimauma, FL 33598

Item	Qty / UOM	Rate	Ext. Price	Amount

#24462 - Sod Removal and Replacement around Amenity Center

Proposal Pricing is valid for 30 days from the proposal date.

Labor, materials, disposal of debris to remove dead sod and replace with St Augustin Floritam around the outside of the Amenity Center.

EM - Sod Install Subcontractor - 06/20/2025 $6,875.00

Total	**$6,875.00**
Credits/Payments	($0.00)
Balance Due	**$6,875.00**

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
$37,320.00	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Phone: 813-985-9381 / ar@sunriselandscape.com

SUNRISE LANDSCAPE

5100 W Kennedy Blvd
Ste 325
Tampa, FL 33609

Invoice 14 39692

PO#	Date
	06/25/2025
Sales Rep	**Terms**
Niles Badgerow	Net 30

Bill To
Berry Bay CDD 2005 Pan Am Circle Suite 300 Tampa, FL 33607

Property Address
Berry Bay CDD 4982 Eagle Rock Dr Wimauma, FL 33598

Item	Qty / UOM	Rate	Ext. Price	Amount

#24533 - Palm removal and replacement in pool area

Proposal Pricing is valid for 30 days from the proposal date.

Labor, materials, disposal of debris to remove dead palm tree in the pool area and replace with a Regenerated, fully booted Sable palm 12' to 15'. Add 8 bags topsoil.

- **Note: This is a very labor intensive job. We are not able to use our skidsteer in the pool area so everything must be done by hand.**

EM - Installation - 06/19/2025 $4,850.00

Total	**$4,850.00**
Credits/Payments	($0.00)
Balance Due	**$4,850.00**

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
$37,320.00	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Phone: 813-985-9381 / ar@sunriselandscape.com

SUNRISE LANDSCAPE

5100 W Kennedy Blvd
Ste 325
Tampa, FL 33609

Invoice 14 39693

PO#	Date
	06/25/2025
Sales Rep	**Terms**
Niles Badgerow	Net 30

Bill To
Berry Bay CDD 2005 Pan Am Circle Suite 300 Tampa, FL 33607

Property Address
Berry Bay CDD 4982 Eagle Rock Dr Wimauma, FL 33598

Item	Qty / UOM	Rate	Ext. Price	Amount

#24537 - Palm pruning pool area

Proposal Pricing is valid for 30 days from the proposal date.

Labor, equipment, disposal of debris to trim dead fronds off palms in pool area and remove seed pods

EM - Installation - 06/18/2025 $1,625.00

Total	**$1,625.00**
Credits/Payments	($0.00)
Balance Due	**$1,625.00**

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
$37,320.00	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Phone: 813-985-9381 / ar@sunriselandscape.com

SUNRISE LANDSCAPE

5100 W Kennedy Blvd
Ste 325
Tampa, FL 33609

Invoice 14 39786

PO#	Date
	06/27/2025
Sales Rep	**Terms**
Niles Badgerow	Net 30

Bill To
Berry Bay CDD 2005 Pan Am Circle Suite 300 Tampa, FL 33607

Property Address
Berry Bay CDD 4982 Eagle Rock Dr Wimauma, FL 33598

Item	Qty / UOM	Rate	Ext. Price	Amount

#25244 - Flower install entry side beds

Proposal Pricing is valid for 30 days from the proposal date.

Labor and materials to install flowers in the two side beds at the entry at Berry Bay Blvd and 301. Flowers in the center bed were covered in the roundabout proposal.

Flower Installation - 06/23/2025 $720.00

Total	**$720.00**
Credits/Payments	($0.00)
Balance Due	**$720.00**

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
$38,040.00	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Phone: 813-985-9381 / ar@sunriselandscape.com

SUNRISE LANDSCAPE

5100 W Kennedy Blvd
Ste 325
Tampa, FL 33609

Invoice 14 40808

PO#	Date
	07/09/2025
Sales Rep	**Terms**
Niles Badgerow	Net 30

Bill To
Berry Bay CDD 2005 Pan Am Circle Suite 300 Tampa, FL 33607

Property Address
Berry Bay CDD 4982 Eagle Rock Dr Wimauma, FL 33598

Item	Qty / UOM	Rate	Ext. Price	Amount

#25492 - Fallen tree removal

Proposal Pricing is valid for 30 days from the proposal date.

Labor and disposal of debris to remove and dispose of deadf /fallen tree limb and other branches/debris in the area on the exit side of Berry Bay Blvd.

EM - Installation - 07/07/2025 $290.00

Total	**$290.00**
Credits/Payments	($0.00)
Balance Due	**$290.00**

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
$53,275.48	**$15,000.00**	**$0.00**	**$0.00**	**$0.00**

Phone: 813-985-9381 / ar@sunriselandscape.com

SURELOCK SECURITY SOLUTIONS LLC

414 Arch Ridge Loop
Seffner, FL 33584 US
+18134094144
AP@SurelockSecures.com
http://Surelocksecures.com

INVOICE

BILL TO
Berry Bay CDD
2005 Pan Am Circle Ste 300
Tampa, Florida 33607
United States

INVOICE	1110
DATE	05/01/2025
TERMS	Due on receipt
DUE DATE	05/08/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Paxton 10 Fobs (Set of 10)	Pack of Paxton10 Fobs (Box of 10)	10	40.00	400.00
	Paxton10 Desktop Reader	Paxton10 Desktop Reader	1	148.00	148.00

BALANCE DUE **$548.00**

Berry Bay
Community Development District

Financial Statements
(Unaudited)

Period Ending
July 31, 2025

Prepared by:

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607
Phone (813) 873-7300 ~ Fax (813) 873-7070

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of July 31, 2025

(In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2021 DEBT SERVICE FUND	SERIES 2023 DEBT SERVICE FUND	SERIES 2024 DEBT SERVICE FUND	SERIES 2021 CAPITAL PROJECTS FUND	SERIES 2023 CAPITAL PROJECTS FUND	SERIES 2024 CAPITAL PROJECTS FUND	GENERAL FIXED ASSETS ACCOUNT GROUP FUND	GENERAL LONG-TERM DEBT ACCOUNT GROUP FUND	TOTAL
ASSETS										
Cash - Operating Account	$ 351,302	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 351,302
Accounts Receivable	4,725	-	-	-	-	-	-	-	-	4,725
Due From Developer	2,232	-	-	-	-	-	-	-	-	2,232
Due From Other Funds	125,582	57,615	-	1,181	-	-	-	-	-	184,378
Investments:										
Acquisition & Construction Account	-	-	-	-	17,348	1	141,348	-	-	158,697
Construction Fund Custody	-	-	-	-	72,401	-	-	-	-	72,401
Reserve Fund	-	497,689	446,075	81,233	-	-	-	-	-	1,024,997
Revenue Fund	-	396,743	279,032	42,621	-	-	-	-	-	718,396
Fixed Assets										
Equipment and Furniture	-	-	-	-	-	-	-	122,485	-	122,485
Construction Work In Process	-	-	-	-	-	-	-	18,293,605	-	18,293,605
Amount Avail In Debt Services	-	-	-	-	-	-	-	-	497,448	497,448
Amount To Be Provided	-	-	-	-	-	-	-	-	22,509,918	22,509,918
TOTAL ASSETS	**$ 483,841**	**$ 952,047**	**$ 725,107**	**$ 125,035**	**$ 89,749**	**$ 1**	**$ 141,348**	**$ 18,416,090**	**$ 23,007,366**	**$ 43,940,584**
LIABILITIES										
Accounts Payable	$ 2,875	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,875
Accounts Payable - Other	2,000	-	-	-	-	-	-	-	-	2,000
Bonds Payable	-	-	-	-	-	-	-	-	16,672,366	16,672,366
Bonds Payable - Series 2023	-	-	-	-	-	-	-	-	6,335,000	6,335,000
Due To Other Funds	-	-	153,670	-	29,527	-	1,181	-	-	184,378
TOTAL LIABILITIES	**4,875**	**-**	**153,670**	**-**	**29,527**	**-**	**1,181**	**-**	**23,007,366**	**23,196,619**

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of July 31, 2025

(In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2021 DEBT SERVICE FUND	SERIES 2023 DEBT SERVICE FUND	SERIES 2024 DEBT SERVICE FUND	SERIES 2021 CAPITAL PROJECTS FUND	SERIES 2023 CAPITAL PROJECTS FUND	SERIES 2024 CAPITAL PROJECTS FUND	GENERAL FIXED ASSETS ACCOUNT GROUP FUND	GENERAL LONG-TERM DEBT ACCOUNT GROUP FUND	TOTAL
FUND BALANCES										
Restricted for:										
Debt Service	-	952,047	571,437	125,035	-	-	-	-	-	1,648,519
Capital Projects	-	-	-	-	60,222	1	140,167	-	-	200,390
Unassigned:	478,966	-	-	-	-	-	-	18,416,090	-	18,895,056
TOTAL FUND BALANCES	**478,966**	**952,047**	**571,437**	**125,035**	**60,222**	**1**	**140,167**	**18,416,090**	**-**	**20,743,965**
TOTAL LIABILITIES & FUND BALANCES	**$ 483,841**	**$ 952,047**	**$ 725,107**	**$ 125,035**	**$ 89,749**	**$ 1**	**$ 141,348**	**$ 18,416,090**	**$ 23,007,366**	**$ 43,940,584**

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2025

General Fund (001)

(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Tax Collector	$ -	$ 3,566	$ 3,566	0.00%
Rental Income	-	3,250	3,250	0.00%
Special Assmnts- Tax Collector	778,872	1,103,159	324,287	141.64%
Special Assmnts- CDD Collected	322,203	78	(322,125)	0.02%
Other Miscellaneous Revenues	-	1,450	1,450	0.00%
Insurance Reimbursements	-	6,833	6,833	0.00%
TOTAL REVENUES	**1,101,075**	**1,118,336**	**17,261**	**101.57%**
EXPENDITURES				
Administration				
Supervisor Fees	12,000	8,000	4,000	66.67%
ProfServ-Trustee Fees	4,100	8,547	(4,447)	208.46%
Disclosure Report	11,400	33,150	(21,750)	290.79%
District Counsel	10,000	25,326	(15,326)	253.26%
District Engineer	5,000	16,979	(11,979)	339.58%
District Manager	36,000	24,000	12,000	66.67%
Accounting Services	12,000	8,000	4,000	66.67%
Auditing Services	4,900	10,500	(5,600)	214.29%
Website Compliance	1,500	1,500	-	100.00%
Postage, Phone, Faxes, Copies	250	226	24	90.40%
Insurance - General Liability	3,483	-	3,483	0.00%
Public Officials Insurance	2,851	-	2,851	0.00%
Insurance -Property & Casualty	36,841	37,097	(256)	100.69%
Legal Advertising	2,500	2,029	471	81.16%
Direct Mailings	2,500	4,282	(1,782)	171.28%
Bank Fees	250	868	(618)	347.20%
Website Administration	1,500	1,000	500	66.67%
Office Supplies	200	175	25	87.50%
Dues, Licenses, Subscriptions	500	3,154	(2,654)	630.80%
Total Administration	147,775	184,833	(37,058)	125.08%
Electric Utility Services				
Clubhouse Internet, TV, Phone	1,200	892	308	74.33%
Utility - Water & Sewer	3,000	3,208	(208)	106.93%
Utility - Electric	40,000	18,457	21,543	46.14%
Utility - StreetLights	172,759	109,837	62,922	63.58%
Total Electric Utility Services	216,959	132,394	84,565	61.02%

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2025

General Fund (001)

(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Other Physical Environment				
Payroll-Pool Monitors	12,000	2,060	9,940	17.17%
ProfServ-Field Management	12,000	9,550	2,450	79.58%
Waterway Management	2,500	2,117	383	84.68%
Contracts-Janitorial Services	18,000	7,171	10,829	39.84%
Contracts-Pools	24,000	29,332	(5,332)	122.22%
Contracts-Trash & Debris Removal	9,000	9,221	(221)	102.46%
Contracts - Landscape	342,541	380,908	(38,367)	111.20%
Amenity Center Pest Control	1,800	1,120	680	62.22%
Security	6,000	-	6,000	0.00%
Onsite Staff	70,000	52,889	17,111	75.56%
R&M-Tree Trimming Services	10,000	9,051	949	90.51%
R&M-Monument, Entrance & Wall	10,000	18,161	(8,161)	181.61%
Landscape - Annuals	18,000	-	18,000	0.00%
Landscape - Mulch	35,000	6,603	28,397	18.87%
Landscape Maintenance	7,000	38,619	(31,619)	551.70%
R&M-Security Cameras	2,000	-	2,000	0.00%
Plant Replacement Program	30,000	36,094	(6,094)	120.31%
R&M - Amenity Center	10,000	4,215	5,785	42.15%
Sidewalk & Pavement Repair	2,000	-	2,000	0.00%
Garbage Collection	3,000	-	3,000	0.00%
Miscellaneous Maintenance	10,000	29,088	(19,088)	290.88%
Irrigation Maintenance	30,000	18,888	11,112	62.96%
Aquatic Maintenance	28,000	33,147	(5,147)	118.38%
Aquatic Plant Replacement	5,000	-	5,000	0.00%
Access Control Maintenance & Repair	5,000	548	4,452	10.96%
Special Events	10,000	825	9,175	8.25%
Holiday Lighting & Decorations	10,000	-	10,000	0.00%
Janitorial Supplies	1,500	1,135	365	75.67%
Op Supplies - Pool Chemicals	3,000	-	3,000	0.00%
Dog Waste Station Supplies	4,000	2,293	1,707	57.33%
Amenities Furniture & Fixtures	5,000	89	4,911	1.78%
Total Other Physical Environment	736,341	693,124	43,217	94.13%
TOTAL EXPENDITURES	**1,101,075**	**1,010,351**	**90,724**	**91.76%**
Excess (deficiency) of revenues Over (under) expenditures	-	107,985	107,985	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		**370,981**		
FUND BALANCE, ENDING		**$ 478,966**		

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2025

Series 2021 Debt Service Fund (202)

(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	$ -	$ 36,480	$ 36,480	0.00%
Special Assmnts- Tax Collector	995,377	997,216	1,839	100.18%
TOTAL REVENUES	**995,377**	**1,033,696**	**38,319**	**103.85%**
EXPENDITURES				
Debt Service				
Principal Debt Retirement	380,000	380,000	-	100.00%
Interest Expense	616,919	616,919	-	100.00%
Total Debt Service	996,919	996,919	-	100.00%
TOTAL EXPENDITURES	**996,919**	**996,919**	**-**	**100.00%**
Excess (deficiency) of revenues Over (under) expenditures	(1,542)	36,777	38,319	-2385.02%
OTHER FINANCING SOURCES (USES)				
Operating Transfers-Out	-	(6,535)	(6,535)	0.00%
Contribution to (Use of) Fund Balance	(1,542)	-	1,542	0.00%
TOTAL FINANCING SOURCES (USES)	**(1,542)**	**(6,535)**	**(4,993)**	**423.80%**
Net change in fund balance	$ (1,542)	$ 30,242	$ 34,868	-1961.22%
FUND BALANCE, BEGINNING (OCT 1, 2024)		**921,805**		
FUND BALANCE, ENDING		**$ 952,047**		

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2025

Series 2023 Debt Service Fund (203)

(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	$ -	$ 26,199	$ 26,199	0.00%
Special Assmnts- Tax Collector	-	446,964	446,964	0.00%
Special Assmnts- CDD Collected	446,075	-	(446,075)	0.00%
TOTAL REVENUES	**446,075**	**473,163**	**27,088**	**106.07%**
EXPENDITURES				
Debt Service				
Principal Debt Retirement	95,000	95,000	-	100.00%
Interest Expense	351,494	351,494	-	100.00%
Total Debt Service	446,494	446,494	-	100.00%
TOTAL EXPENDITURES	**446,494**	**446,494**	**-**	**100.00%**
Excess (deficiency) of revenues Over (under) expenditures	(419)	26,669	27,088	-6364.92%
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	(419)	-	419	0.00%
TOTAL FINANCING SOURCES (USES)	**(419)**	**-**	**419**	**0.00%**
Net change in fund balance	$ (419)	$ 26,669	$ 27,926	-6364.92%
FUND BALANCE, BEGINNING (OCT 1, 2024)		**544,768**		
FUND BALANCE, ENDING		**$ 571,437**		

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2025

Series 2024 Debt Service Fund (204)

(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	$ -	$ 2,549	$ 2,549	0.00%
Special Assmnts- CDD Collected	-	141,668	141,668	0.00%
TOTAL REVENUES	**-**	**144,217**	**144,217**	**0.00%**
EXPENDITURES				
Debt Service				
Principal Debt Retirement	-	35,000	(35,000)	0.00%
Interest Expense	-	64,347	(64,347)	0.00%
Total Debt Service	-	99,347	(99,347)	0.00%
TOTAL EXPENDITURES	**-**	**99,347**	**(99,347)**	**0.00%**
Excess (deficiency) of revenues Over (under) expenditures	-	44,870	44,870	0.00%
OTHER FINANCING SOURCES (USES)				
Bond Proceeds	-	81,233	81,233	0.00%
Operating Transfers-Out	-	(1,068)	(1,068)	0.00%
TOTAL FINANCING SOURCES (USES)	**-**	**80,165**	**80,165**	**0.00%**
Net change in fund balance	$ -	$ 125,035	$ 125,035	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		**-**		
FUND BALANCE, ENDING		**$ 125,035**		

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2025

Series 2021 Capital Projects Fund (302)

(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	$ -	$ 2,888	$ 2,888	0.00%
TOTAL REVENUES	**-**	**2,888**	**2,888**	**0.00%**
EXPENDITURES				
TOTAL EXPENDITURES	**-**	**-**	**-**	**0.00%**
Excess (deficiency) of revenues Over (under) expenditures	-	2,888	2,888	0.00%
OTHER FINANCING SOURCES (USES)				
Interfund Transfer - In	-	6,535	6,535	0.00%
TOTAL FINANCING SOURCES (USES)	**-**	**6,535**	**6,535**	**0.00%**
Net change in fund balance	$ -	$ 9,423	$ 9,423	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		**50,799**		
FUND BALANCE, ENDING		**$ 60,222**		

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2025

Series 2023 Capital Projects Fund (303)

(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	$ -	$ 1	$ 1	0.00%
TOTAL REVENUES	**-**	**1**	**1**	**0.00%**
EXPENDITURES				
TOTAL EXPENDITURES	**-**	**-**	**-**	**0.00%**
Excess (deficiency) of revenues Over (under) expenditures	-	1	1	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		**-**		
FUND BALANCE, ENDING		**$ 1**		

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2025

Series 2024 Capital Projects Fund (304)

(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	$ -	$ 21,909	$ 21,909	0.00%
TOTAL REVENUES	**-**	**21,909**	**21,909**	**0.00%**
EXPENDITURES				
Administration				
ProfServ-Trustee Fees	-	12,200	(12,200)	0.00%
Disclosure Report	-	2,500	(2,500)	0.00%
District Counsel	-	130,475	(130,475)	0.00%
District Manager	-	38,500	(38,500)	0.00%
Cost of Issuance	-	9,250	(9,250)	0.00%
Total Administration	-	192,925	(192,925)	0.00%
Construction In Progress				
Construction in Progress	-	1,989,391	(1,989,391)	0.00%
Total Construction In Progress	-	1,989,391	(1,989,391)	0.00%
TOTAL EXPENDITURES	**-**	**2,182,316**	**(2,182,316)**	**0.00%**
Excess (deficiency) of revenues Over (under) expenditures	-	(2,160,407)	(2,160,407)	0.00%
OTHER FINANCING SOURCES (USES)				
Interfund Transfer - In	-	1,068	1,068	0.00%
Bond Proceeds	-	2,299,506	2,299,506	0.00%
TOTAL FINANCING SOURCES (USES)	**-**	**2,300,574**	**2,300,574**	**0.00%**
Net change in fund balance	$ -	$ 140,167	$ 140,167	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		**-**		
FUND BALANCE, ENDING		**$ 140,167**		

Bank Account Statement

Berry Bay CDD

Bank Account No.	6498		
Statement No.	25_07	**Statement Date**	07/31/2025

G/L Account No. 101001 Balance	351,302.38	**Statement Balance**	361,510.54
		Outstanding Deposits	0.00
Positive Adjustments	0.00	**Subtotal**	361,510.54
Subtotal	351,302.38	**Outstanding Checks**	-10,208.16
Negative Adjustments	0.00	**Ending Balance**	351,302.38
Ending G/L Balance	351,302.38		

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Deposits							
							0.00
07/10/2025	Payment	BD00034	Other Miscellaneous Revenues	Deposit No. BD00034	550.00	550.00	0.00
07/17/2025	Payment	BD00035	Special Assmnts-CDD Collected	Deposit No. BD00035	77.89	77.89	0.00
06/30/2025		JE000896	Miscellaneous Maintenance	8/1/24 CIT Adj JE	80.43	80.43	0.00
07/31/2025		JE000915	Utility - Electric	Teco ACH JE	370.32	370.32	0.00
Total Deposits					1,078.64	1,078.64	0.00
Checks							
							0.00
06/04/2025	Payment	824	CITY-WIDE CLEANING LLC	Check for Vendor V00065	-1,170.00	-1,170.00	0.00
06/11/2025	Payment	831	NICHOLAS J. DISTER	Check for Vendor V00016	-200.00	-200.00	0.00
06/18/2025	Payment	300023	TECO ACH	Inv: 061225 0294	-150.36	-150.36	0.00
06/18/2025	Payment	300024	TECO ACH	Inv: 061225 2960	-1,102.61	-1,102.61	0.00
06/18/2025	Payment	300025	TECO ACH	Inv: 061225 3150	-1,706.60	-1,706.60	0.00
06/18/2025	Payment	300026	TECO ACH	Inv: 061225 2187	-26.75	-26.75	0.00
06/18/2025	Payment	300027	TECO ACH	Inv: 061225 3334	-551.31	-551.31	0.00
06/18/2025	Payment	300028	TECO ACH	Inv: 061225 3916	-17.26	-17.26	0.00
06/18/2025	Payment	300029	TECO ACH	Inv: 061225 3802	-1,553.67	-1,553.67	0.00
06/23/2025	Payment	300032	BOCC ACH	Inv: 061825-7985 ACH	-384.39	-384.39	0.00
06/25/2025	Payment	838	INFRAMARK LLC	Check for Vendor V00023	-2,372.53	-2,372.53	0.00
06/27/2025	Payment	840	BUSINESS OBSERVER	Check for Vendor V00095	-70.00	-70.00	0.00
06/27/2025	Payment	841	INFRAMARK LLC	Check for Vendor V00023	-3,662.85	-3,662.85	0.00
06/27/2025	Payment	842	SUNRISE LANDSCAPE	Check for Vendor V00044	-6,980.00	-6,980.00	0.00
07/02/2025	Payment	843	SPEAREM ENTERPRISES LLC	Check for Vendor V00035	-475.00	-475.00	0.00
07/02/2025	Payment	844	SUNRISE LANDSCAPE	Check for Vendor V00044	-8,865.00	-8,865.00	0.00

Bank Account Statement

Berry Bay CDD

Bank Account No.	6498		
Statement No.	25_07	**Statement Date**	07/31/2025

07/02/2025	Payment	845	SURELOCK SECURITY SOLUTIONS, LLC	Check for Vendor V00090	-548.00	-548.00	0.00
07/02/2025	Payment	846	SWINE SOLUTIONS	Check for Vendor V00039	-1,550.00	-1,550.00	0.00
07/09/2025	Payment	847	AQUATIC WEED CONTROL	Check for Vendor V00008	-2,517.00	-2,517.00	0.00
07/09/2025	Payment	848	BLUE LIFE POOL SERVICE LLC	Check for Vendor V00057	-2,060.00	-2,060.00	0.00
07/09/2025	Payment	850	CROSSCREEK ENVIRMONMENTAL, INC.	Check for Vendor V00096	-2,775.00	-2,775.00	0.00
07/09/2025	Payment	851	FIELDS CONSULTING GROUP LLC	Check for Vendor V00052	-700.00	-700.00	0.00
07/09/2025	Payment	852	GRAU AND ASSOCIATES	Check for Vendor V00015	-4,900.00	-4,900.00	0.00
07/09/2025	Payment	853	JOBE PEST SERVICES	Check for Vendor V00075	-140.00	-140.00	0.00
07/09/2025	Payment	854	SUNRISE LANDSCAPE	Check for Vendor V00044	-36,110.48	-36,110.48	0.00
07/14/2025	Payment	855	BERRY BAY CDD	Check for Vendor V00022	-8,136.12	-8,136.12	0.00
07/14/2025	Payment	856	BLUE LIFE POOL SERVICE LLC	Check for Vendor V00057	-4,270.00	-4,270.00	0.00
07/14/2025	Payment	857	BUSINESS OBSERVER	Check for Vendor V00095	-214.38	-214.38	0.00
07/14/2025	Payment	858	CARLOS DE LA OSSA	Check for Vendor V00038	-200.00	-200.00	0.00
07/14/2025	Payment	860	NICHOLAS J. DISTER	Check for Vendor V00016	-200.00	-200.00	0.00
07/14/2025	Payment	862	STRALEY ROBIN VERICKER	Check for Vendor V00011	-3,459.00	-3,459.00	0.00
07/14/2025	Payment	863	SUNRISE LANDSCAPE	Check for Vendor V00044	-1,320.00	-1,320.00	0.00
07/16/2025	Payment	864	BLUE LIFE POOL SERVICE LLC	Check for Vendor V00057	-4,000.00	-4,000.00	0.00
07/18/2025	Payment	DD305	CHARTER COMMUNICATIONS ACH	Payment of Invoice 001726	-99.99	-99.99	0.00
06/30/2025		JE000895	Cash in Transit	Adj JE for 8/1/2024	-80.43	-80.43	0.00
07/21/2025	Payment	300033	TECO ACH	Inv: 070725 6104	-10,820.84	-10,820.84	0.00
07/31/2025		JE000913	Dues, Licenses, Subscriptions	Truist CC payment Adj JE	-114.12	-114.12	0.00
07/31/2025		JE000914	Utility - Water & Sewer	Water Adj jE	-324.47	-324.47	0.00
Total Checks					-113,828.16	-113,828.16	0.00

Adjustments

Total Adjustments

Outstanding Checks

06/11/2025	Payment	832	RYAN MOTKO	Check for Vendor V00024	-200.00
07/09/2025	Payment	849	CITY-WIDE CLEANING LLC	Check for Vendor V00065	-1,160.00
07/14/2025	Payment	859	KELLY ANN EVANS	Check for Vendor V00019	-200.00
07/14/2025	Payment	861	RYAN MOTKO	Check for Vendor V00024	-200.00

Bank Account Statement

Berry Bay CDD

Bank Account No.	6498		
Statement No.	25_07	**Statement Date**	07/31/2025

07/30/2025	Payment	865	AQUATIC WEED CONTROL	Check for Vendor V00008	-548.00
07/30/2025	Payment	866	BUSINESS OBSERVER	Check for Vendor V00095	-172.81
07/30/2025	Payment	867	CITY-WIDE CLEANING LLC	Check for Vendor V00065	-1,380.00
07/30/2025	Payment	868	INFRAMARK LLC	Check for Vendor V00023	-22.44
07/30/2025	Payment	869	MOTION PICTURE LICENSING CORPORATON	Check for Vendor V00097	-1,989.91
07/30/2025	Payment	870	STANTEC CONSULTING SERV INC	Check for Vendor V00004	-2,785.00
07/30/2025	Payment	871	SWINE SOLUTIONS	Check for Vendor V00039	-1,550.00
Total Outstanding Checks					-10,208.16

Outstanding Deposits

Total Outstanding Deposits

Report Name	Check Register By Fund

Date Range **	07/01/2025..07/31/2025
Fund No.	001..999
Vendor No. ****	all

Sort By	Check No.
Include Check Subtotal	No

***** Must be a date range (i.e. 11/1/09..11/30/09)***

******* Leave blank or insert "ALL" for all vendors.***

Proposal Prepared for:

Berry Bay CDD
4982 Eagle Rock Dr
Wimauma, Florida 33598
Contact: Gary Schwartz
Email: Gary.Schwartz@Inframark.com

Prepared by:

Niles Badgerow
Email:
nbadgerow@sunriselandscape.com
Proposal Date: 8/22/2025
Proposal #: 27370

Berry Bay two new ponds mowing week of September 1

Proposal Pricing is valid for 30 days from the proposal date.

Labor and equipment to mow two new ponds in new construction area. This is for the week of September 1, 2025

EM - Installation

Items	Quantity	Unit	
Labor - Enhancement	7.00	HR	
		EM - Installation:	$525.00
		PROJECT TOTAL:	**$525.00**

Terms and Conditions:

1. Services: For any Additional Work, terms and pricing must be proposed in a change order with such change order executed by both parties. Any such change order will become a part of this Agreement, with the executed change order controlling to the extent of any conflict between such executed change order and this Agreement.

2. Terms: Association/Owner shall pay any invoice within thirty (30) days following receipt thereof, and hereby agrees to pay interest at a rate equal to the lesser of 1.5% per month or the highest legal rate on all accounts not received within 45 days of invoice date. Further, the Association/Owner shall be responsible for any collection costs incurred by the Contractor in the collection of sums past due under this Agreement, including attorneys' fees and costs incurred. Without prejudice to the Contractor's other rights and remedies, the Contractor may halt any further work and services if the Association/Owner has failed to pay sums due hereunder.

3. Insurance: Contractor will maintain adequate general liability insurance, broad form contractual liability insurance, and worker's compensation to meet its legal requirements throughout the term of this Agreement. The contractor shall furnish a Certificate of Insurance describing coverage in effect and naming the Association/Owner as an additional insured on any general liability insurance. Association/Owner shall maintain its own liability insurance providing coverage for bodily injury, death, and property damage to any invitee of the Property, and property damage insurance against fire, vandalism, and other perils covering the value of the Property.

4. Property Damage: Association/Owner is responsible for notifying the Contractor of any underground utilities or irrigation systems and other Property conditions. The Contractor is not responsible for any damage, including irrigation components, cable lines, power lines, etc. that may occur in the installation process without prior knowledge of location or whereabouts. The Contractor is not responsible for the condition of the landscape due to drought, freeze, or storm damage. In the event of any damage, Association/Owner and administrative representative of the Contractor must allow forty-eight (48) hours for the Contractor to inspect said damage, and the Contractor shall establish the cause at its reasonable discretion. If the damage was caused by the negligence of the Contractor, the Contractor may, at its option, either repair or pay for the repair of any such damage, but only to the extent caused by the Contractor's negligence. The cost of the repairs performed by others that have been accepted by the Contractor shall be billed to the Contractor directly and will not be deducted from sums owed to the Contractor by the Owner.

5. Limitation of Liability: The contractor assumes no liability for damages caused by conditions beyond the Contractor's control. The Contractor shall have no liability for any defects in materials provided by others and shall have no liability for any damages of any kind beyond ninety (90) days following the completion of any Services or Additional Work (as applicable). IN NO EVENT SHALL THE CONTRACTOR OR ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, SERVANTS, SUBCONTRACTORS, OR EMPLOYEES BE LIABLE UNDER THIS AGREEMENT FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, STATUTORY, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

6. Catastrophic or Natural Events: Work schedules may be interrupted by weather conditions to the point that scheduled activities, i.e., planting, pruning, edging, etc., may be temporarily halted, with no liability to the Contractor. Acceptable horticultural practices call for minimal pruning of freeze-damaged material until the threat of future freezes has passed. Special clean-ups and/or pruning due to storms, freezes, human-initiated events by other than the Contractor, or other Acts of God are not included and will require extra charge based on time, material, and disposal fees as per the fee and costs lists included herein. If a catastrophic or manmade event were to occur and all or part of the property become un-maintainable as this Agreement outlines, all services for the Association/Owner and the appropriate compensation to the Contractor (as determined by the Contractor in good faith) will be suspended until such time they can be resumed. If only part of the property were damaged, the contract payments and services provided would be prorated accordingly by the Contractor in good faith. Work schedules may also be halted or interrupted as a result of government orders or recommendations, including, without any limitation, government orders and recommendations related to the COVID-19 pandemic, all without liability to the Contractor.

7. Severability and Waiver: If any section, subsection, sentence, clause, phrase, or word of this Contract be and is, for any other reason held or declared by a court of competent jurisdiction to be inoperative or void, such holdings shall not affect the remaining portions of this agreement. It shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this contract, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenant, condition or right as respects further performance. Any provision of this Agreement which by its terms survives termination of this Agreement (for example, without limitation, Sections 6 and 11), shall so survive.

8. Amendments: No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.

9. Choice of Law and Forum; Attorney's Fees: The parties hereby agree that this Agreement, the construction of its terms, and the determination of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida and that any action or suit arising out of or relating to this Agreement will be brought solely in any state or federal court located in Hillsborough County, Florida. Both parties hereby submit to the exclusive jurisdiction and venue of any such court. In any such action or suit, in addition to any other relief awarded, the prevailing party shall be entitled to collect from the losing party, the prevailing party's reasonable attorney's fees and costs. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.

10. Liens: Association/Owner's failure to timely pay the amounts due Contractor under this Agreement may result in a claim of lien against the Property under Chapter 713, Florida Statutes.

By Niles Badgerow	**By** Jayna Cooper
Niles Badgerow	
Date 8/22/2025	**Date** 8/22/2025
Sunrise Landscaping Contrs	**Berry Bay CDD**

Proposal Prepared for:

Berry Bay CDD
4982 Eagle Rock Dr
Wimauma, Florida 33598
Contact: Gary Schwartz
Email: Gary.Schwartz@Inframark.com

Prepared by:

Niles Badgerow
Email:
nbadgerow@sunriselandscape.com
Proposal Date: 8/22/2025
Proposal #: 27368

Cleanup along railing Berry Grove Blvd exit side

Proposal Pricing is valid for 30 days from the proposal date.

Labor and debris removal to mow, trim, cut vines along railing on Berry Grove Blvd. exit side. Requested by Arturo. See photos.

Note: This is just for the initial service....subsequent services will be at no additional charge on an as neede basis.

EM - Installation

Items	Quantity	Unit
Labor - Enhancement	6.00	HR

EM - Installation: $510.00

PROJECT TOTAL: **$510.00**

Terms and Conditions:

1. Services: For any Additional Work, terms and pricing must be proposed in a change order with such change order executed by both parties. Any such change order will become a part of this Agreement, with the executed change order controlling to the extent of any conflict between such executed change order and this Agreement.

2. Terms: Association/Owner shall pay any invoice within thirty (30) days following receipt thereof, and hereby agrees to pay interest at a rate equal to the lesser of 1.5% per month or the highest legal rate on all accounts not received within 45 days of invoice date. Further, the Association/Owner shall be responsible for any collection costs incurred by the Contractor in the collection of sums past due under this Agreement, including attorneys' fees and costs incurred. Without prejudice to the Contractor's other rights and remedies, the Contractor may halt any further work and services if the Association/Owner has failed to pay sums due hereunder.

3. Insurance: Contractor will maintain adequate general liability insurance, broad form contractual liability insurance, and worker's compensation to meet its legal requirements throughout the term of this Agreement. The contractor shall furnish a Certificate of Insurance describing coverage in effect and naming the Association/Owner as an additional insured on any general liability insurance. Association/Owner shall maintain its own liability insurance providing coverage for bodily injury, death, and property damage to any invitee of the Property, and property damage insurance against fire, vandalism, and other perils covering the value of the Property.

4. Property Damage: Association/Owner is responsible for notifying the Contractor of any underground utilities or irrigation systems and other Property conditions. The Contractor is not responsible for any damage, including irrigation components, cable lines, power lines, etc. that may occur in the installation process without prior knowledge of location or whereabouts. The Contractor is not responsible for the condition of the landscape due to drought, freeze, or storm damage. In the event of any damage, Association/Owner and administrative representative of the Contractor must allow forty-eight (48) hours for the Contractor to inspect said damage, and the Contractor shall establish the cause at its reasonable discretion. If the damage was caused by the negligence of the Contractor, the Contractor may, at its option, either repair or pay for the repair of any such damage, but only to the extent caused by the Contractor's negligence. The cost of the repairs performed by others that have been accepted by the Contractor shall be billed to the Contractor directly and will not be deducted from sums owed to the Contractor by the Owner.

5. Limitation of Liability: The contractor assumes no liability for damages caused by conditions beyond the Contractor's control. The Contractor shall have no liability for any defects in materials provided by others and shall have no liability for any damages of any kind beyond ninety (90) days following the completion of any Services or Additional Work (as applicable). IN NO EVENT SHALL THE CONTRACTOR OR ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, SERVANTS, SUBCONTRACTORS, OR EMPLOYEES BE LIABLE UNDER THIS AGREEMENT FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, STATUTORY, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

6. Catastrophic or Natural Events: Work schedules may be interrupted by weather conditions to the point that scheduled activities, i.e., planting, pruning, edging, etc., may be temporarily halted, with no liability to the Contractor. Acceptable horticultural practices call for minimal pruning of freeze-damaged material until the threat of future freezes has passed. Special clean-ups and/or pruning due to storms, freezes, human-initiated events by other than the Contractor, or other Acts of God are not included and will require extra charge based on time, material, and disposal fees as per the fee and costs lists included herein. If a catastrophic or manmade event were to occur and all or part of the property become un-maintainable as this Agreement outlines, all services for the Association/Owner and the appropriate compensation to the Contractor (as determined by the Contractor in good faith) will be suspended until such time they can be resumed. If only part of the property were damaged, the contract payments and services provided would be prorated accordingly by the Contractor in good faith. Work schedules may also be halted or interrupted as a result of government orders or recommendations, including, without any limitation, government orders and recommendations related to the COVID-19 pandemic, all without liability to the Contractor.

7. Severability and Waiver: If any section, subsection, sentence, clause, phrase, or word of this Contract be and is, for any other reason held or declared by a court of competent jurisdiction to be inoperative or void, such holdings shall not affect the remaining portions of this agreement. It shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this contract, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenant, condition or right as respects further performance. Any provision of this Agreement which by its terms survives termination of this Agreement (for example, without limitation, Sections 6 and 11), shall so survive.

8. Amendments: No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.

9. Choice of Law and Forum; Attorney's Fees: The parties hereby agree that this Agreement, the construction of its terms, and the determination of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida and that any action or suit arising out of or relating to this Agreement will be brought solely in any state or federal court located in Hillsborough County, Florida. Both parties hereby submit to the exclusive jurisdiction and venue of any such court. In any such action or suit, in addition to any other relief awarded, the prevailing party shall be entitled to collect from the losing party, the prevailing party's reasonable attorney's fees and costs. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.

10. Liens: Association/Owner's failure to timely pay the amounts due Contractor under this Agreement may result in a claim of lien against the Property under Chapter 713, Florida Statutes.

By	Niles Badgerow	**By**	Jayna Cooper
	Niles Badgerow		
Date	8/22/2025	**Date**	8/22/2025
	Sunrise Landscaping Contrs		**Berry Bay CDD**

Berry Bay CDD

Field Inspection Report- Sunrise Landcare

Wednesday, August 20, 2025

Prepared For Board Of Supervisors

15 Items Identified

Arturo Gandarilla

DISTRICT FIELD COORDINATOR

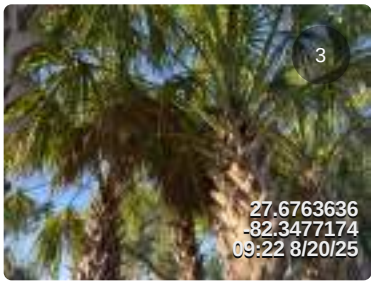
Completed
No response/Not completed
Monitoring/Scheduled

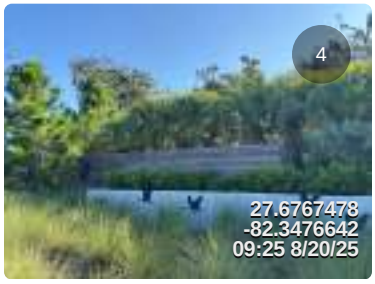
Item 1- Berry Grove Blvd

Due By: Thursday, September 4, 2025

Assigned To: Sunrise Landcare

Photos 1 through 4 show that the monuments themselves are well maintained. However, there are weeds present within the fern beds that need to be removed, along with trimming the brown fronds from the sabal palms. Additionally, weeds are present in the beds where the ornamental grasses are located and should be addressed.





Scheduled for 9-4-25

Item 2- Berry Grove Blvd

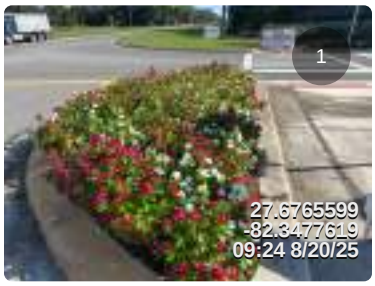
Due By: Thursday, September 4, 2025

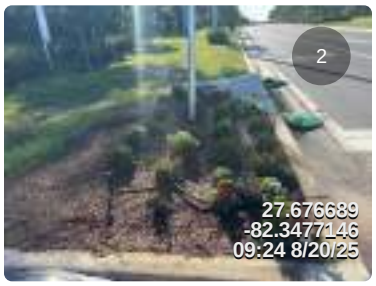
Assigned To: Sunrise Landcare

The flowers located at the entrance of Berry Bay on Berry Grove Boulevard are looking good.

However, on the exit side of Berry Grove, some flowers have died and need to be replaced.

Sunrise is aware of the issue and will be replacing them soon.



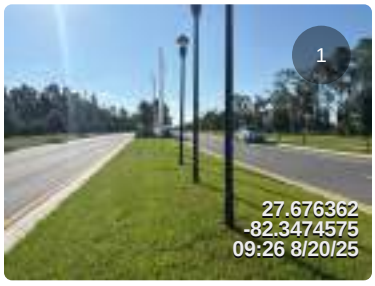


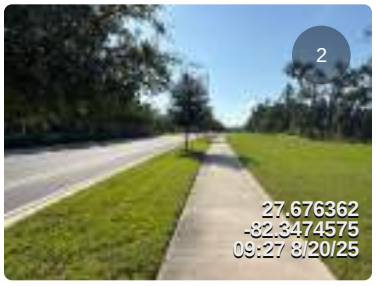
scheduled for 8-29-25

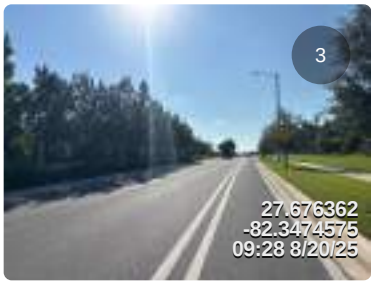
Item 3- Berry Grove Blvd

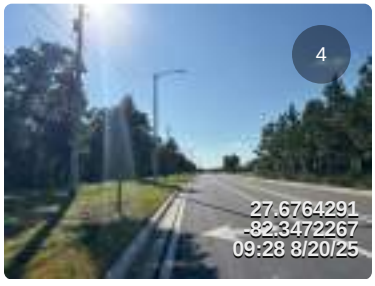
Assigned To: Sunrise Landcare

Photos 1 through 4 provide a wide view of the community entrance, showing that the turf, trees, and roadways are all well maintained.





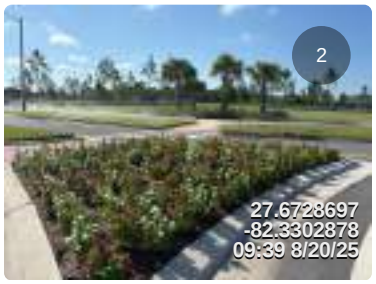


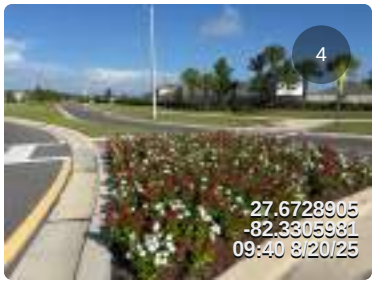


Item 4- Berry Roundabout On Berry Grove Blvd

Assigned To: Sunrise Landcare

Photos 1 through 4 show that the flowers around the Berry roundabout are well maintained, with vibrant colors. Sunrise is doing an excellent job keeping the flowers looking their best.

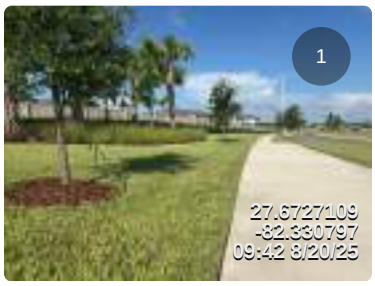


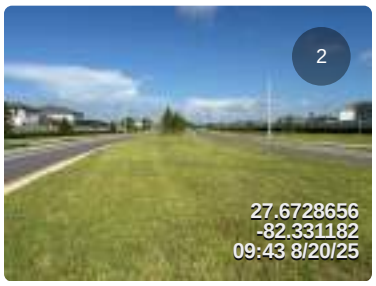


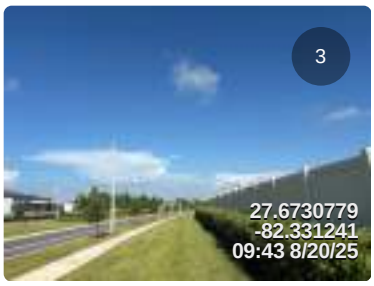
Item 5- Berry Grove Blvd

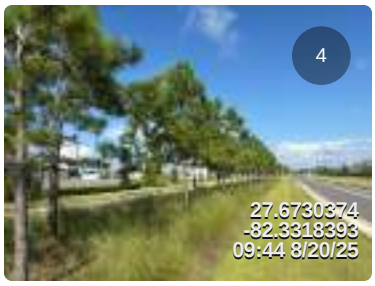
Assigned To: Sunrise Landcare

Photos 1 through 4 show that along Berry Grove Boulevard, from Marine Grass heading east toward the roundabout, the turf, sidewalks, plant material, trees, and center island are all well maintained. Soft edging has been done properly, beds are weed-free, and the plant material is green and healthy.





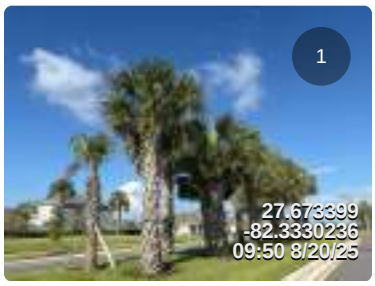


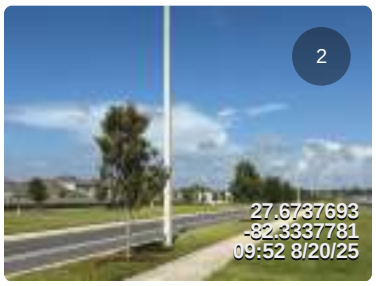


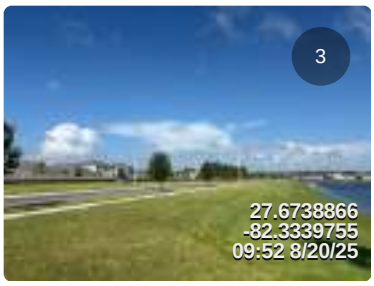
Item 6- Berry Grove Blvd

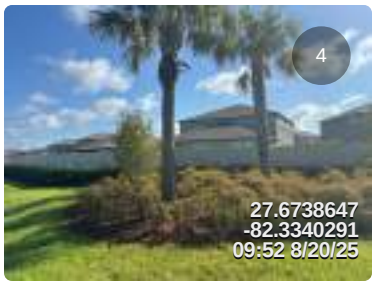
Assigned To: Sunrise Landcare

Photos 1–4 show that along Berry Grove Boulevard, the sabal palms in the center island are green and healthy. The trees along Berry Grove Boulevard heading west are also green and well maintained. Soft edging has been properly done, the grass is neatly mowed, and the plant material is healthy and vibrant.





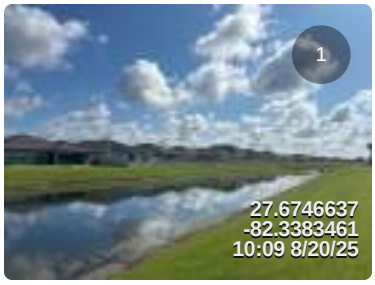


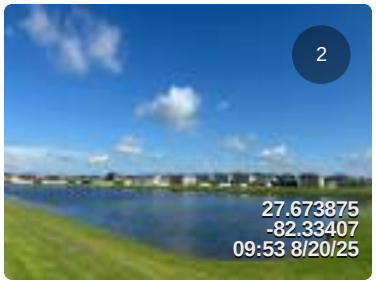


Item 7- Ponds

Assigned To: Aquatic Weed Control

Ponds 4,and 5 are well maintained.

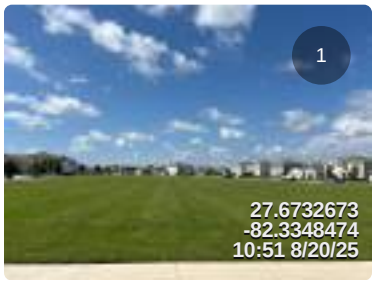


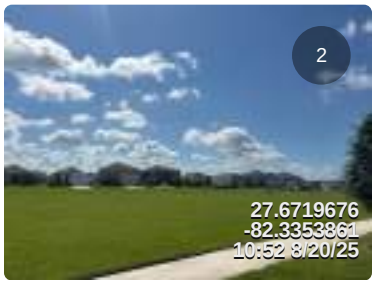


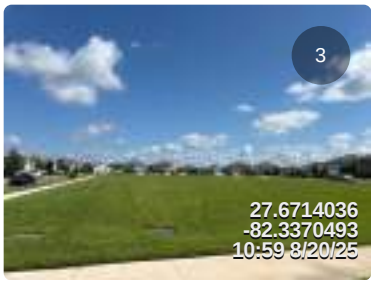
Item 8- Plumeria Dr.

Assigned To: Sunrise Landcare

The common park is well maintained.



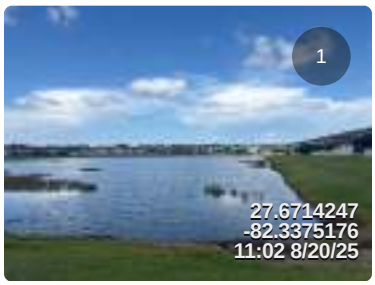


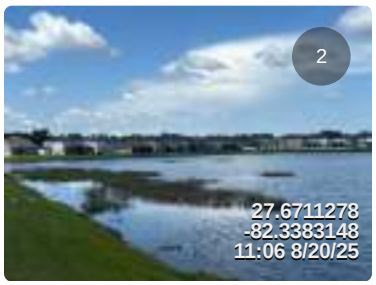


Item 9- Marine Grass

Assigned To: Aquatic Weed Control

Pond 16 is well maintained

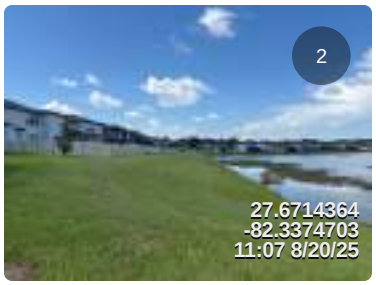




Item 10- Marine Grass- Pond Maintenance

Assigned To: Sunrise Landcare

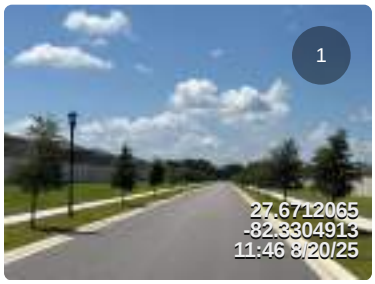
The turf maintenance around the pond is well maintained, as shown in the photos. The grass has been cut properly and the area presents a neat appearance.”

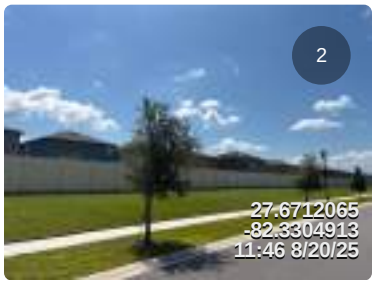


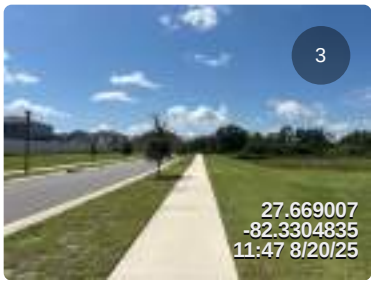
Item 11- Juniper Cove

Assigned To: Sunrise Landcare

Photos 1 through 3 show that along Juniper Cove, the trees are green, healthy, and well maintained. Although new turf has not yet been installed, the area appears well cared for. Sunrise is doing a good job maintaining the space, keeping it clean, with properly edged tree rings and soft edging along the beds.



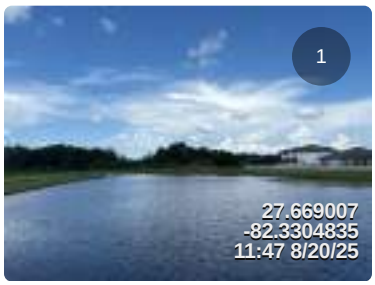


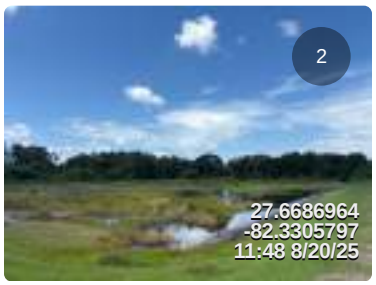


Item 12- Ponds

Assigned To: Aquatic Weed Control

Ponds 10 and 11 are well maintained.

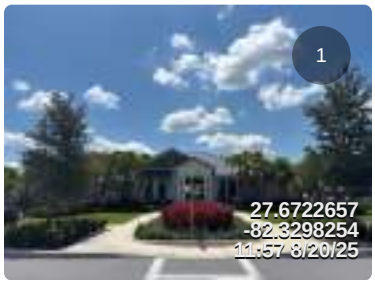


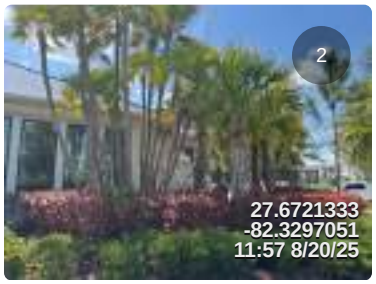


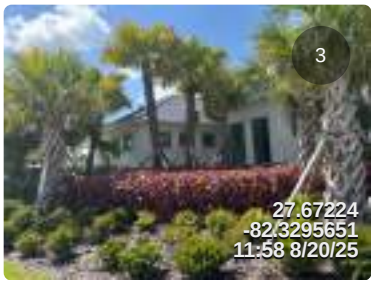
Item 13- Clubhouse

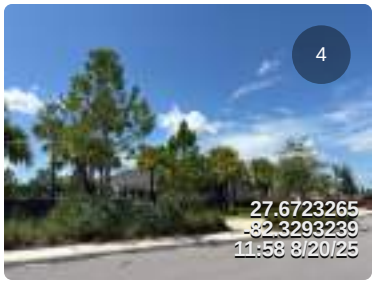
Assigned To: Sunrise Landcare

Photos 1 through 4 show that the plant material around the clubhouse is well maintained. Sunrise is doing a good job trimming and keeping the plant material properly separated. The beds are largely weed-free, with only a minimal amount of weeds in some areas. Overall, the plant material is green, healthy, and vibrant in color.





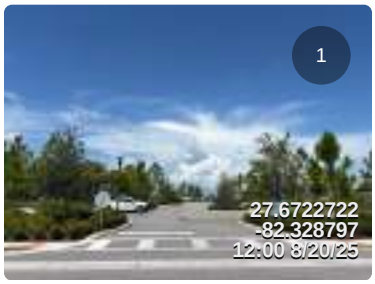


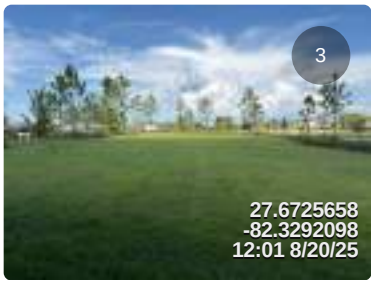


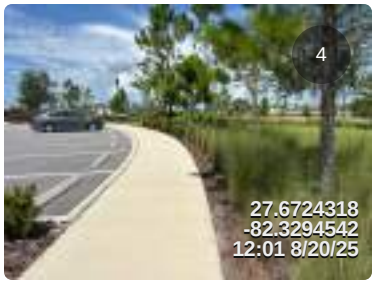
Item 14- Clubhouse

Assigned To: Sunrise Landcare

Photos 1 through 4, taken around the clubhouse parking lot, provide wide views showing that the plant material and turf are in good condition. Sunrise is doing a good job trimming and keeping the beds neat and largely weed-free, with only a minimal amount of weeds present. Overall, the area is well maintained.







Item 15- Clubhouse

Assigned To: Sunrise Landcare

Photos 1 through 4 show that the Dog Park turf area is well maintained, along with the surrounding plant material. By the mailboxes, hedges and grasses are kept trimmed so they do not interfere with residents. The areas around the basketball and pickleball courts are also well maintained, with hedges neatly trimmed and kept away from the fences. Overall, everything is well maintained.