

**MINUTES OF MEETING**

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.

**HARBOURAGE AT BRADEN RIVER COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harbourage at Braden River Community Development District was held on **Wednesday, October 11, 2017 at 1:00 p.m.** at the Harbourage Recreation Center located at 5705 Key West Place Bradenton, FL.

Present and constituting a quorum were:

Susan White	<b>Board Supervisor, Chairman</b>
Tom Bonenberger	<b>Board Supervisor, Vice Chairman</b>
Allan Burke	<b>Board Supervisor, Assistant Secretary</b>
Don Sleight	<b>Board Supervisor, Assistant Secretary</b>
Charles (Chip) Morrill	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Joseph Roethke	<b>Regional District Manager, Rizzetta &amp; Co., Inc.</b>
John Vericker	<b>District Counsel, Straley &amp; Robin (via phone)</b>
Rick Schappacher	<b>District Engineer, Schappacher Engineering</b>
Steve Sutton	<b>Bloomings Landscape</b>
Sarah Bowen	<b>Aquatic Systems</b>
Tony Gipe	<b>Operations Manager, Rizzetta Amenity Services</b>
Audience	

**FIRST ORDER OF BUSINESS**

**Call to Order and Pledge of Allegiance**

Mr. Roethke called the meeting to order, conducted roll call and asked everyone present to recite the Pledge of Allegiance.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There were no audience comments.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the Board of Supervisors' Regular Meeting held on August 9, 2017**

On a Motion by Mr. Sleight, seconded by Mr. Burke, with all in favor, the Board approved the Minutes from the Board of Supervisors' Regular Meeting held on August 9, 2017 for Harbourage at Braden River Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of Operation and  
Maintenance Expenditures for  
July and August 2017**

On a Motion by Ms. White, seconded by Mr. Sleight, with all in favor, the Board approved the operation and maintenance expenditures for July 2017 totaling (\$26,757.71) and for August 2017 totaling (\$25,478.92) for Harbourage at Braden River Community Development District.

**FIFTH ORDER OF BUSINESS**

**Presentation of Pond Report**

Mr. Roethke presented the pond inspection report and Ms. Bowen reviewed the details of the report with the Board.

(Ms. Bowen left while the meeting was in progress at 1:03 pm)

**SIXTH ORDER OF BUSINESS**

**Presentation of Landscape Report**

Mr. Roethke presented the landscape report and Mr. Sutton reviewed the details of this report with the Board. Mr. Sutton entertained various questions from the Board. A discussion ensued regarding tree and shrub trimming, and mulching options. Mr. Sutton will provide a proposal for clubhouse mulching.

(Mr. Sutton left while the meeting was in progress at 1:09 pm)

**SEVENTH ORDER OF BUSINESS**

**Consideration of Proposals for  
Landscape and Irrigation Services**

Mr. Roethke presented proposals for landscape and irrigation services to the Board.

Ms. White updated the Board on the status of working with the HOA and COAs on acquiring proposals for a new landscape vendor. A discussion ensued. Ms. White and Mr. Gipe will hold one more meeting with the HOA and COAs and will come to the next meeting with a recommendation for a new landscape and irrigation maintenance vendor. District Staff will prepare a form of agreement for the next meeting.

**EIGHTH ORDER OF BUSINESS**

**Ratification of Proposal for Curb  
Pressure Washing**

Mr. Roethke presented a proposal for curb pressure washing to the Board which has already been approved and needs Board ratification.

**NINTH ORDER OF BUSINESS**

**Consideration of Proposal for  
Pump Station Filtration System**

Mr. Roethke presented a proposal for pump station filtration system to the Board. The Board would like to table this until a new landscape and irrigation contractor begins working on site. This will be revisited at the January Board meeting.

**TENTH ORDER OF BUSINESS**

**Ratification of Fitness Center AC  
Replacement**

Mr. Roethke presented a proposal for fitness center AC replacement to the Board which has already been approved and needs Board ratification.

On a Motion by Ms. White, seconded by Mr. Bonenberger, with all in favor, the Board ratified the proposal from Black Jack for Fitness Center AC replacement in the amount of (\$4,950) for Harbourage at Braden River Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Discussion Regarding the Marina  
Lift Lease Rate and Maintenance  
Cost**

Ms. White discussed the increased maintenance costs for marina repairs and maintenance, and a discussion ensued regarding potentially updating lease rates to reflect increased maintenance costs. The Board is not proposing any increases at this time.

**TWELFTH ORDER OF BUSINESS**

**Ratification of Insurance Proposal**

Mr. Roethke presented an Egis insurance proposal to the Board which has already been approved and needs Board ratification.

On a Motion by Mr. Sleight, seconded by Ms. White, with all in favor, the Board ratified the insurance proposal from Egis to provide insurance coverage to the District at a cost of (\$8,433) for Harbourage at Braden River Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Discussion Regarding Fiscal Year  
2017/2018 Capital Outlay Items**

Mr. Roethke presented the Fiscal Year 2017/2018 Capital Outlay Item list to the Board. A discussion ensued regarding several items, including details related to marina electrical repairs.

**FOURTEENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Mr. Vericker updated the Board on the status of the terminated boat slip lease.

**FOURTEENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Mr. Vericker updated the Board on the status of the terminated boat slip lease. Ms. White added comments regarding this termination, including the reason for the termination being that the tenant damaged the lift beyond normal wear and tear.

Mr. Vericker discussed a settlement offer from the tenant, which includes the tenant to be allowed back on the lift. This is an issue, because the boat is suspected to be over the weight limit of the boat lift.

Mr. Gipe discussed the issues with the weight of this boat. The Board directed District Counsel to reject the settlement offer and start the proceedings for evicting the boat.

**B. District Engineer**

Mr. Schappacher updated the Board on the status of the repairs for the observation dock. At least one vendor has reviewed the site and should be providing a proposal for repair. Mr. Schappacher will also review lighting specifications to meet Department of Health requirements for night swimming at the District's pool.

**C. Clubhouse Manager Report**

Mr. Gipe presented the Clubhouse Management Report to the Board. A discussion ensued regarding several maintenance items, and entertained various questions from the Board.

**D. District Manager**

Mr. Roethke stated that the next Board of Supervisors' regular meeting will be held on Wednesday, November 8, 2017 at 1:00 p.m. at the Harbourage Recreation Center located at 5705 Key West Place, Bradenton, FL.

**FIFTEENTH ORDER OF BUSINESS**

**Public Comments**

There were none.

**SIXTEENTH ORDER OF BUSINESS**

**Supervisor Request**

Ms. White congratulated Tony on his one year anniversary and the Board and audience complimented him on the great job he has done with the District.

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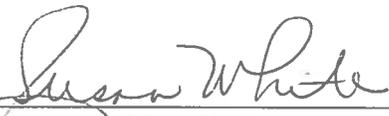
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**SEVENTEENTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Ms. White, seconded by Mr. Morrill, with all in favor, the Board adjourned the meeting at 2:48 p.m. for Harbourage at Braden River Community Development District.

  
Secretary / Assistant Secretary

  
Chairman / Vice Chairman

**HARBOURAGE AT BRADEN RIVER CDD**

**EXHIBIT TO 10-11-17 MINUTES:**

Brightview Landscape Services Agreement

## LANDSCAPE SERVICES AGREEMENT *Terms and Conditions*

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of December 1, 2017 between BrightView Landscape Services, Inc. ("BrightView"), and Harborage At Braden River CDD, Inc. ("Client"). If Client is other than the record owner of each property where goods or services will be delivered under this Agreement, then Client is executing and entering into this Agreement on its own behalf and as duly authorized agent for the record owner(s) of those properties.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

### 1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (defined below), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
- (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel. Other materials shall be applied in accordance with the manufacturer's directions.

**2. Term.** The "Initial Term" of this Agreement shall start on December 1, 2017 and end on November 30, 2020. Thereafter, this Agreement shall renew automatically for successive one-year periods (each, a "Renewal Term") on each anniversary of the start date of the Initial Term (each, an "Anniversary Date"), unless either party gives written notice to the other party of its intent not to renew at least 90 days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the "Term."

**3. Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and

materials identified in the Work Order (the "Work Order Charges").

**4. Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.

### 5. Cooperation.

- (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

### 6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView an annual service fee of \$58,821.12 (The "Service Fee"), subject to annual adjustments as described below.
- (b) Client shall pay the Service Fee to BrightView in advance through monthly payments according to the attached Billing Information and Schedule ( See attached Billing Schedule). If no Billing Information and Schedule is attached to this Agreement or if the attached Billing Information and Schedule does not specify the months and amounts due, then the Service Fee shall be payable in advance in accordance with billing schedule equal monthly installments, beginning in the month of December 1, 2017). Monthly payments are due not later than the 10<sup>th</sup> calendar day of each month. Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the

highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting overdue Service Fees, Work Order Charges, and administrative charges.

- (c) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and any Billing Information Schedule attached hereto, the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan and Billing Information and Schedule are implemented for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement continued uninterrupted until the end of its then current term.
- (d) Unless specified otherwise in the attached Billing Information and Schedule, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by 3%.

#### **7. Termination.**

- (a) Either BrightView or Client may terminate this Agreement without cause upon 30 days prior written notice to the other party.
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fees, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay or cancel Services without further notice to Client, and/or (ii) immediately terminate this Agreement upon written notice to Client.
- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

#### **8. General Provisions.**

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
- (b) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the Commonwealth of Pennsylvania will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located in the Commonwealth of Pennsylvania.
- (c) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (d) This Agreement, together with any attached Billing Information and Schedule, attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (e) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (f) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent

breach by Client or BrightView of such provision or any other provision.

(g) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond

its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

(h) BrightView's performance will be excused to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, or other delays or failure of performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

BrightView and Client hereby agree to the foregoing terms and conditions as of the date first set forth above.

**By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.**

BrightView Landscape Services, Inc.

By: \_\_\_\_\_

Name: Mark Cruzan

Title: Regional Vice President

Date: [Click here to enter a date.](#)

**CLIENT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: [Click here to enter a date.](#)

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at [https://www.brightview.com/sites/default/files/bv\\_code\\_of\\_conduct.pdf](https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf) keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at [www.brightviewconcerns.com](http://www.brightviewconcerns.com); or
- Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.

Thank you for your confidence in partnering with BrightView.



**JOB #**

**ALPHA**

This Billing Information and Schedule document is incorporated into the Landscape Services Agreement by this reference upon execution by Client and Service Provider. In the event multiple Statements of Work or Work Orders are attached to this Services Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

**Billing Information and Schedule**

Landscape Site Name:*	Harborage at Braden River CDD, Inc.	Landscape Site Location:	Natalie Way Bradenton, FL
Client Business Name:	Harborage at Braden River CDD, Inc. C/O Rizzetta and Company, Inc.	Client Contact Name:	Mr. Tony Gipe, CDD Operations Manager
Client Contact Telephone:	(941) 727-5500	Client Contact Email:	harbouragecddmanager@gmail.com
Billing Business Name:	Harborage at Braden River CDD, Inc. C/O Advanced Management, Inc.	Billing Contact Name:	Ms. Tony Gipe, CDD Operations Manager
Billing Contact Telephone:	(941) 727-5500	Billing Contact Address:	Rizzetta and Company, Inc. 12750 Citrus Park Lane Suite 115 Tampa, FL 33625
BrightView Contact Name:	Mr. William Schell	BrightView Contact Telephone:	(941) 756-2939

Note: If this Agreement applies to multiple sites, then check here  and attach a list of the sites with this information and pricing.

**Billing Schedule:**

First Year 2017/2018		Second Year 2019		Third Year 2020	
January 1 <sup>st</sup>	\$ <u>4,901.01</u>	January 1 <sup>st</sup>	\$ <u>4,999.80</u>	January 1 <sup>st</sup>	\$ <b>5,099.79</b>
February 1 <sup>st</sup>	\$ <u>4,901.01</u>	February 1 <sup>st</sup>	\$ <u>4,999.80</u>	February 1 <sup>st</sup>	\$ <u>5,099.79</u>
March 1 <sup>st</sup>	\$ <u>4,901.01</u>	March 1 <sup>st</sup>	\$ <u>4,999.80</u>	March 1 <sup>st</sup>	\$ <u>5,099.79</u>
April 1 <sup>st</sup>	\$ <u>4,901.01</u>	April 1 <sup>st</sup>	\$ <u>4,999.80</u>	April 1 <sup>st</sup>	\$ <u>5,099.79</u>
May 1 <sup>st</sup>	\$ <u>4,901.01</u>	May 1 <sup>st</sup>	\$ <u>4,999.80</u>	May 1 <sup>st</sup>	\$ <u>5,099.79</u>
June 1 <sup>st</sup>	\$ <b>4,901.01</b>	June 1 <sup>st</sup>	\$ <b>4,999.80</b>	June 1 <sup>st</sup>	\$ <u>5,099.79</u>
July 1 <sup>st</sup>	\$ <u>4,901.01</u>	July 1 <sup>st</sup>	\$ <u>4,999.80</u>	July 1 <sup>st</sup>	\$ <u>5,099.79</u>
August 1 <sup>st</sup>	\$ <u>4,901.01</u>	August 1 <sup>st</sup>	\$ <u>4,999.80</u>	August 1 <sup>st</sup>	\$ <u>5,099.79</u>
September 1 <sup>st</sup>	\$ <b>4,901.01</b>	September 1 <sup>st</sup>	\$ <b>4,999.80</b>	September 1 <sup>st</sup>	\$ <u>5,099.79</u>
October 1 <sup>st</sup>	\$ <u>4,901.01</u>	October 1 <sup>st</sup>	\$ <u>4,999.80</u>	October 1 <sup>st</sup>	\$ <b>5,099.79</b>
November 1 <sup>st</sup> 2017	\$ <u>4,901.01</u>	November 1 <sup>st</sup> 2018	\$ <u>4,999.80</u>	November 1 <sup>st</sup> 2019	\$ <b>5,099.79</b>
December 1 <sup>st</sup> 2017	\$ <u>4,901.01</u>	December 1 <sup>st</sup> 2018	\$ <u>4,999.80</u>	December 1 <sup>st</sup> 2019	\$ <u>5,099.79</u>
<b>Total Service Fee</b>	\$ <u>58,821.12</u>	<b>Total Service Fee</b>	\$ <u>59,997.60</u>	<b>Total Service Fee</b>	\$ <u>61,197.48</u>

**Additional notes on Billing Information and Schedule**

**Increases shall be negotiated with the client 90 days prior to the end of each 12 month cycle and agreed upon before billing.**



**Scope of Landscape Services**

Landscape Site Name:*	Harborage at Braden River CDD, Inc.	Landscape Site Location:	Natalie Way Bradenton, FL
Client Business Name:	Harborage at Braden River CDD, Inc. C/O) Rizzetta and Company, Inc.	Client Contact Name:	Mr. Tony Gipe, CDD Operations Manager
Client Contact Telephone:	(941) 650-2780 (cell)	Client Contact Email:	harbouragecddmanager@gmail.com

**Description of Services at this Landscape Site (attach diagrams if necessary):**

**COMPETITIVE PRICING THAT FITS  
YOUR BUDGET**

We are committed to fulfilling the specific landscape needs of Harborage CDD while providing the service you expect at a price point that fits your budget. BrightView Landscape Services will provide the following competitive pricing per specifications.

**LANDSCAPE MANAGEMENT**

Base Management Monthly Price	\$4,416.00
Base Management Yearly Fee	\$52,992.00

Base Management pricing includes:

- Mowing, Weeding, Edging 40 times per year
- Bed Edging 20 times per year
- Blowing Debris
- Bed Weed Control including parking area
- Shrubs and Groundcover Pruning (10 times per year)
- Hedge pruning in the back of units
- Palm pruning up to fifteen feet
- Turf Fertilization 4 times per year
- Turf Insect Control
- Turf Weed Control
- Shrub and Groundcover Fertilization ( 2 times per year)
- Shrub and Ground Cover Insect Control ( as needed per Florida Best Management Practices)

Irrigation Inspection Service Monthly Price	\$486.76
Irrigation Inspection Service Yearly Fee	\$5,829.12

Irrigation Inspection pricing includes:

- Monthly check and adjust all zones
- Monthly cleaning irrigation heads
- Monthly Irrigation report

**Total Management Monthly Price**                      **\$4,901.76**  
**Total Management Yearly Fee**                                      **\$58,821.12**

**OPTIONAL VALUE-ADD SERVICES**

The following optional services can be provided upon request

SERVICE	FREQUENCY PER YEAR	PRICE PER OCCURANCE	PRICE PER YEAR	CLIENT INITIALS
Tall Palm Pruning	1 x per year	\$17.00 per palm	TBD	
Annual Rotation 125 4 inch plants installed	3 x per year	\$231.25	\$693.75	

# PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT

**SCOPE OF WORK:**

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

**LAWN CARE:**

Mowing and Edging:

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticultural correct for the turf variety taking into account the season. Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn.

Edges shall be trimmed to maintain a neat appearance.

Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turf grass.

Disease control:

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will use treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.

Insect control:

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation which is available at added cost. Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

Weed control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and post emergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when they are present in St Augustine. The only control of these weeds is to treat infested turf with non selective products such as Roundup. These treatments require the resodding which will be quoted at additional charge.

**GROUND COVER AREA/SHRUB AREAS:**

Edging:

Edge ground cover as needed to keep within bounds and away from obstacles.

Pruning:

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

Weed Control:

Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control broadleaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted.

Pesticide:

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

Control of imported pests:

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

**IRRIGATION SYSTEM:**

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day.

If the Contractor is required to make emergency repairs or adjustments on other than regularly scheduled visits, a minimum charge of \$65.00 emergency calls will apply

### **TREE CARE:**

#### Pruning:

Height limitation for tree pruning covered in the specification is 15 feet. On trees over 15 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 15 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary.

#### Staking:

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

### **DEBRIS CLEANUP:**

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes heavy leaf fall pickup from parking areas, sidewalks, pools, etc.

#### **PALM PRUNING: Optional, quoted upon request**

Dead or dying fronds should be removed annually. It is best to leave healthy fronds when possible and defer to specific pruning methods and finished cuts per palm type.

#### **MULCHED AREA: Optional, quoted upon request**

Mulched areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. In those areas with excessive mulch build-up alternatives will be discussed with the client.

Mulch beds will be replenished with a 2 inch depth of mulch annually. In those areas with excessive mulch build up, alternatives will be discussed with the client.

#### **ANNUAL COLOR: Optional, quoted upon request**

Contract grown flowers will be installed every three months. Specified varieties, size, spacing and frequency will be recommended per climate and location of plantings. A 90 day warranty on plant life is applied excluding vandalism, acts of God, or irrigation related issues not due to contractor negligence or response time.