

**BRIGHTON LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA PACKAGE**

**February 15, 2024 –  
6:00 p.m.**

**Join on your computer or mobile app**  
**[Click here to join the meeting](#)**

**Or call in (audio only)**  
**646-838-1601, 494446920#**



313 CAMPUS STREET  
CELEBRATION, FLORIDA 34747

Brighton Lakes Community Development District

Board of Supervisors  
Marcial Rodriguez, Jr., Chairman  
John Crary, Vice Chairman  
Michelle Incandela, Assistant Secretary  
Mark Peters, Assistant Secretary  
Nadine Singh, Assistant Secretary

Staff:  
Gabriel Mena, District Manager  
Tucker Mackie/ Ryan Dugan, District Counsel  
Mark Vincutonis/ Peter Glassrock, District Engineer  
Kerry Satterwhite, Director of Field Operations  
Dennis Hisler, CDD Landscaping & Maintenance Liaison

**Workshop Agenda**  
**Thursday, February 15, 2024 – 6:00 p.m.**

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- 1. Call to Order and Roll Call**
  - 2. Pledge of Allegiance**
  - 3. Audience Comments -Limit to 3 Minutes**
  - 4. Staff Reports**
  - 5. Discussion Items**
    - A. Security Discussion
      - 1. Magnosec
        - i. Biel Ct Fence Security Improvements
    - B. Landscape Discussion
      - 1. Bladerunners
        - i. Landscape and Irrigation Agreement ..... P.3.
        - ii. Inframark Field Contract ..... P.46
  - 6. Supervisor Requests**
  - 7. Adjournment**

*The next regular meeting is scheduled for Thursday, March 7, 2024, at 6:00 p.m.*

District Office:  
313 Campus Street  
Celebration, FL 347474250  
407-566-1935  
www.BrightonLakesCDD.org

Meeting Location:  
Brighton Lakes Clubhouse  
Brighton Lakes Boulevard  
Kissimmee, FL 34746  
Call In: 646-838-1601, 679937019#

**LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into to be effective the 4<sup>TH</sup> day of JANUARY, 2018, by and between:

**Brighton Lakes Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Osceola County, Florida, and whose mailing address is 313 Campus Street, Celebration, Florida 34747 ("District"); and

**Blade Runners Commercial Landscaping, Inc.**, a Florida corporation, whose address is 3851 Center Loop, Orlando, Florida 32808 ("Contractor," and collectively with the District, "Parties").

**RECITALS**

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

**WHEREAS**, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

**WHEREAS**, to solicit such services, the District conducted a competitive proposal process based on a "Project Manual," and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

**WHEREAS**, Contractor desires to provide such services, and represents that it is qualified to do so.

**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 and materials described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** (together, "Work"). The Contractor agrees that the Landscape and Irrigation Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District's best estimate of the District's landscape and irrigation 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, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with high quality

standards 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 Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

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). In the event that Contractor is unable to complete all scheduled services within a two-week period due to extensive time lost due to Rain Days, Contractor agrees to negotiate a price adjustment to the monthly compensation amount identified in Section 7.b. herein in good faith with the District for that particular month.

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. 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, 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.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

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 (Inframark Infrastructure Management Services) and Gerry Frawley to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). 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 week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement. The Contractor shall also have a representative attend the regularly scheduled meetings of the District Board of Supervisors to provide an oral report regarding the current conditions of the Landscape and Irrigation Maintenance Areas.

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 (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation identified in Section 7.b. herein; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services 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. 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 that the Agreement is signed by the last of the Parties hereto, 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 January 1, 2018 and end December 31, 2019 ("Initial Term"), unless terminated earlier pursuant to the terms of this

- Agreement. At the end of the Initial Term, this Agreement may be renewed on the same terms on an annual basis, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor \$217,850.00 per year, in monthly amounts of \$18,154.17. 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 and irrigation systems, 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 change order. 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 proposal pricing (attached as part of **EXHIBIT B**). 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. Contractor waives any right to file mechanic's and construction liens.

**8. INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability as set forth in the certificates attached as **EXHIBIT E**. With the exception of the Worker's Compensation policy, the Contractor's insurance policies shall include and list as additional insureds the following: "The Brighton Lakes Community Development District, and its supervisors, staff, attorneys, engineers, consultants, employees, contractors and representatives." At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least 30 days written notice to the District. An insurance certificate and any necessary endorsements evidencing compliance with this section shall be sent to the District at the time of execution of this Agreement.

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

appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.

- h. 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 and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**9. INDEMNIFICATION.** To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives (together, "Indemnitees") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Work to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

**10. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**11. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced



seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**12. 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.

**1 ACCEPTANCE OF THE LANDSCAPE MAINTENANCE AREAS.** By executing this Agreement, Contractor agrees that Contractor was able to inspect the Landscape Maintenance Areas prior to the time of submission of the bid, and that Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation infrastructure, in its current condition, and on an "as is" basis, except for any areas identified by Contractor in advance of execution of the Agreement in writing, provided to the District. Contractor shall be strictly liable for the decline or death of any plant material due to the negligence of Contractor, except that Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism unless the same was in the Contractor's control. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of Contractor's failure to perform the Services specified

herein. 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.

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 (including but not limited to water use permits or regulations), 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, and as Contractor's sole remedy, 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.

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:** Brighton Lakes Community Development District  
313 Campus Street

Celebration, Florida 34747  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, PA  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Tucker F. Mackie

**B. If to Contractor:** Blade Runners Commercial Landscaping, Inc.  
3851 Center Loop  
Orlando, Florida 32808  
Attn: Travis Forester

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 Osceola County, Florida.

29. **PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Sandra Demarco ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public

records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall 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 Microsoft Word or Adobe PDF formats.

**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 313 CAMPUS STREET, CELEBRATION, FLORIDA 34747; (407) 566-1935; Sandra.Demarco@Inframark.com**

30. **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.

31. **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. 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.

32. **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.

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[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**BRIGHTON LAKES  
COMMUNITY DEVELOPMENT  
DISTRICT**

Kristen Sutt  
By: Kristen Sutt  
 Secretary  
 Assistant Secretary

Mickelle Incandrea  
By: Mickelle Incandrea  
 Chairperson (Acting Temporary)  
 Vice Chairperson  
Date: January 17, 2019

ATTEST: [CONTRACTOR NAME]

BEATA FORASTA  
By: [Signature]  
Its: V.P.

BIAC COMMERCIAL  
By: BEATA FORASTA  
Its: V.P.  
Date: 1-4-19

- Exhibit A: Scope of Services
- Exhibit B: Proposal Pricing (Part \_\_\_ of Proposal Form)
- Exhibit C: Proposal Frequency Form
- Exhibit D: Maintenance Map
- Exhibit E: Certificate of Insurance

**EXHIBIT "A"**  
**SCOPE OF SERVICES**



**Brighton Lakes Community Development District  
Landscape/Grounds Maintenance****Scope of Services****November 2018****Scope of Services**

1. Project Scope
  - 1.1 General Overview
  
2. General Contractor Requirements and Procedures
  - 2.1 Operation Procedures
  - 2.2 Key Personnel
  - 2.3 Personnel Dress Code
  - 2.4 Personnel Conduct
  - 2.5 Safety Program
  - 2.6 Facility Location
  - 2.7 Subcontractors
  - 2.8 Consultants
  - 2.9 Document Control and Data Maintenance
  - 2.10 Verification of Data
  - 2.11 Ownership of Data
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3. Coordination
  - 3.1 General Coordination
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4. Scheduled Operations and Maintenance
  - 4.1 Turf Care
  - 4.2 Shrubs/Ground Cover Care/Annuals
  - 4.3 Tree Care
  - 4.4 Irrigation System
  
5. Unscheduled Maintenance and Repairs
  - 5.1 General
  - 5.2 Damaged Facilities
  - 5.3 Emergency Repairs
  - 5.4 Unscheduled Maintenance
  
6. Administration/Maintenance/Operations Program
  - 6.1 General
  - 6.2 Administration
  - 6.3 Operations
  
7. Response Time
  - 7.1 General

**1. PROJECT SCOPE**

The Contractor shall provide landscape, irrigation and general grounds maintenance for Brighton Lakes. The following is a project overview describing the various community development districts within Brighton Lakes and the limits of work.

**1.1 General Overview**

Brighton Lakes CDD is located in the city of Kissimmee, on Pleasant Hill, in Osceola County, FL. It is a planned residential community.

**2. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES**

The Contractor shall meet the requirements and follow the procedures associated with all items in this Agreement. These general requirements and procedures are as follows:

**2.1 Operation Procedures**

The Contractor shall perform the basic services outlined within the Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday and unless specified otherwise or directed by the Owner. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the Owner. The Owner will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personnel vehicles will be parked only in areas designated by the Owner.

**2.2 Key Personnel**

2.2.1 All work shall be managed and/or directed by key personnel identified in the proposal. Any changes in the assigned key personnel shall be subject to approval by the Owner. Where applicable, the Contractor shall require certifications, training,

etc. be secured and updated for all employees for the maintenance and technical services performed under this contract.

2.2.2 Contractor shall provide one (1) Project Manager who is knowledgeable of the Contractor's daily activities when performed at the site. This Project Manager shall serve as the point of contact between the Owner and Contractor. The Project Manager shall be responsible for coordinating all scheduled services with the Owner and for the timely scheduling of unscheduled maintenance services.

2.2.3 Contractor shall provide at least one (1) Field Supervisor to observe and monitor the activities including landscape, irrigation, and general grounds maintenance operations.

**2.3 Personnel Dress Code**

The Contractor shall ensure that employees working on the Project shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the Owner is unsightly

for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

#### **2.4 Personnel Conduct**

The Contractor shall enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees that communicate and interact with the Brighton Lakes community and any other customer/party associated with the Brighton Lakes Project are knowledgeable of the Project and the Services the Contractor is performing.

#### **2.5 Safety Program**

The Contractor shall develop, implement, and maintain a safety program for its operations on the Project. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The Contractor shall comply with all State of Florida and federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to items necessary to protect its employees and the general public, if applicable.

#### **2.6 Facility Location**

The Owner shall not provide a facility on the Project Site for the Contractor as part of this scope of Services. The Contractor shall, upon receipt of written approval from the Owner, be allowed to temporarily store, if necessary, its materials and equipment on site at an Owner-

selected location. The Contractor shall be responsible for security of its stored materials and equipment, as well as any connections for utilities to the storage. Any costs associated with leases or rentals will be the Contractor's responsibility.

#### **2.7 Subcontractors**

If the Contractor, as a part of the performance of its Services, elects to employ subcontractors, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its subcontractors.
- The Contractor shall require all of its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the contract documents.

**2.8 Consultants**

If the Contractor, as a part of the performance of its Services, elects to employ consultants, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its consultants.
- The Contractor shall require all consultants, as a condition of employment, to agree to the applicable terms and conditions identified in the contract documents.

**2.9 Document Control and Data Maintenance****2.9.1 Document Control**

The Contractor shall keep accurate records of documents received and, if applicable, issued by this Contractor. A document log shall be maintained during the work of this Contractor to provide records on the information available to or from this Contractor. The log shall outline document titles and dates, the originator, received dates, and to/from information. This log shall be updated monthly and submitted to the Owner when requested.

**2.9.2 Data Maintenance**

The Contractor shall, after review with the Owner, establish a systematic process for the insertion of revised sets and the integration of that data into the overall Project plan after verification for compatibility and consistency of the information received with existing information.

**2.9.3 Highlight Report**

The Contractor shall provide to the Field Manager a highlight report identifying monthly maintenance and unscheduled maintenance activities for the previous month. The highlight report shall be provided 15 days prior to each Board meeting and shall contain information helpful to the District and its staff as it relates to all landscape maintenance issues.

**2.9.4 Data Dispersal**

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. All distribution of data shall be accompanied by a letter of transmittal with a copy provided to the Owner identifying:

- Party to whom the data is being transferred
- Origination of the request for transfer
- Name of data being transferred
- Type(s) of data being transferred
- Date of transfer

- Purpose of transfer, or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the Owner.

#### **2.10 Verification of Data**

All data provided to the Contractor shall be examined for consistency with its records and work efforts. Any obvious inconsistency shall be reported to the Owner verbally and in writing, upon discovery.

#### **2.11 Ownership of Data**

It is to be understood that all data transmitted, and material/equipment purchased under this contract by the Contractor or provided to the Contractor, either by the Owner or third parties, are the sole properties of the Owner. The Contractor shall have temporary charge of the data while performing contracted services for the Project. All data shall be returned to the Owner at the conclusion of the Project, after which no copies of the data may be kept by the Contractor without the express written permission of the Owner.

The Owner shall retain the right to require that the Contractor transfer all Project data, material, or equipment to the Owner immediately upon fourteen days written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Project data to the Owner.

#### **2.12 Quality Control**

The Owner will have the right, at any stage of the operation, to reject any or all of the Contractor's Services and materials, which in the Owner's opinion does not meet the requirements of these specifications. Throughout the entire landscape, the Contractor shall maintain the installed number of shrubs, ground cover, and trees in addition to the installed amount of turf grasses. The Contractor shall replace or reimburse the Owner for the cost of replacement or repairs, at the Contractor's own expense, those turf areas, shrubs, ground cover, and trees that are damaged or lost due to insects, disease, fungus, and/or over watering or insufficient watering from the irrigation system as directed by the Owner. All replacements shall meet the current size, specification, and quality of surrounding related material. Any other CDD items damaged due to Contractor's negligence shall be repaired or replaced as directed by the Owner at the Contractor's own expense. All repairs and replacements shall also occur within two (2) weeks of notice from the Owner.

If requested by the Owner, the Contractor will make weekly walk-through reviews of the entire site related to visual observations and the Contractor's performance. The Contractor will make repairs and adjustments, as directed by the Owner, during these site visits. A monthly Maintenance Report shall be generated by the Contractor and submitted to the Owner outlining potential problem areas and the Contractor's proposed corrective action, upcoming work approval request, coordination, scheduling, etc. The Contractor shall provide the Owner with a weekly updated maintenance log addressing all activities occurring in that week.

### 3. COORDINATION

The Contractor shall provide coordination with the Owner for all items associated with the requirements of this Agreement.

#### 3.1 General Coordination

The Contractor shall meet with the Owner and its separate consultants as appropriate, on a monthly basis. Those meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the Owner or the Contractor. The Contractor shall prepare the agenda for those meetings and submit it to the Owner two working days prior to the date of each meeting. The Contractor shall record and distribute minutes of each meeting to all attendees within five (5) business days, as well as other parties with a need-to-know. The Owner shall provide the meeting location.

In addition, Contractor shall provide a representative to attend the meetings of the Brighton Lakes Board of Supervisors if requested to do so by the Owner. This representative shall be knowledgeable of this Project Scope and Scope of Services and shall be able to respond to any questions the Board may have as to the day to day activities at the Project site pursuant to this Agreement.

Coordination of the construction, operation, and general maintenance at Brighton Lakes is considered one of the many critical activities of the Contractor. Further, coordination of those efforts with all parties involved, or those with a need-to-know is crucial to the success of the Project. While all parties involved with the Brighton Lakes Project cannot be identified at this time, a partial list is provided as follows:

- CDD District Manager
- CDD District Engineer
- CDD District Representative
- CDD Aquatic Weed Control Maintenance Contractor
- Duke Energy
- Florida Department of Transportation
- SFWMD
- Adjacent property Owners, as directed by the Owner

#### 3.2 Contractor's Project Manager

Contractor shall designate an onsite representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact between the Owner and the Contractor. This individual shall maintain at all times a means of being contacted by the Owner (cellular phone) and shall respond to such calls within twenty minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Owner of this schedule, for quality control of the Contractor's services, and for arranging and supervising unscheduled service requests by Owner.

**4. SCHEDULED OPERATIONS AND MAINTENANCE**

The Contractor shall meet all requirements associated with turf care, shrubs/ground cover care, tree care, irrigation system, as required in this Agreement. The Contractor shall make a complete site inspection of Brighton Lakes, specifically the areas of CDD maintenance. Attachment D includes maps identifying the general limits of CDD maintenance by area. All landscaping (entry features) within the CDD areas shall be maintained by this Contractor in accordance with the following requirements:

**4.1 Turf Care****4.1.1 Mowing**

- a. All lawns, located in developed areas, including St. Augustine and Bahia, shall be mowed once per week from April through September, three (3) times per month in March and October and once every other week from November through February. Mowing shall be performed at a minimum frequency of 42 times a year.
- b. Turf areas shall be cut to a height of no more than three (3-4) inches nor less than two and one-half (2 ½) inches, to foster photosynthesis and healthy root development.
- c. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.
- d. Mulching type-mowing equipment is preferred and no side discharges are permitted on walk-behind mowers.
- e. Visible clippings after mowing shall be removed to prevent thatch build up.
- f. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- g. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, and waterways.
- h. Quarterly bush hogging behind fences. See Exhibit C

**4.1.2 Edging**

- a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all trees rings and planting beds, etc. by the use of a mechanical edger.
- b. All hard surface edging shall be performed to maintain straight and sharp edges between curbs/sidewalks and turf areas. Edging shall be completed the same day and at the same frequency that an area is mowed.

- c. All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas in a clean manner, free of imperfections, at the same frequency as detailing of plant beds (once every three weeks). All plant bed edges shall be maintained to the curves, as originally designed.
- d. The edging equipment shall be equipped with manufactures guard to deflect hazardous debris. String or lined trimmers shall not be used.
- e. All sidewalks, streets, and roadways shall be immediately swept, blown, or vacuumed to maintain a clean, well-groomed appearance, Clippings shall not be blown or swept into drainage basins or ponds.
- f. The proper safety precautions shall be taken when edging (i.e., safety vest, signage, warning light, etc.), along roadways as required by federal, state or local law, as deemed necessary by the Contractor and/or as directed by the Owner.

#### 4.1.3 Trimming

All areas inaccessible to mowers, and/or otherwise unmowable due to trees, light poles, chain-link fences, signs, rocks, culverts, miscellaneous hardscape items etc., shall be trimmed at the same height, same day, in the same frequency as mowing. This includes grass runners around all ponds. Trimming shall be performed with the use of a string trimmer or other mechanical means. Chemical use shall be encouraged when working within 6" of any vinyl fence posts and for crack weeds on roadways and sidewalks. All other chemical use will not be permitted unless approved by Owner.

#### 4.1.4 Weed and Disease Control

- a. Two (2) applications (full coverage) of weed and disease/fungus control shall be provided in the month of March and November of each year for all St. Augustine and Bahia areas. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeding shall be preformed to a level that is acceptable to the Owner. Additional requirements for weed control are defined in paragraph 4.2.2.
- b. Turf areas shall be continuously monitored for infestations of disease/fungus, and weeds and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All state and Federal regulations governing the use/application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any



changes in chemical use to the Owner, prior to application, throughout the entire contract period.

#### 4.1.5 Fertilization

All fertilizers shall be applied (full coverage) according to manufacturer's instructions. Fertilizers shall be applied when the turf is dry and not over an early morning dew. Fertilizers shall be watered following application on the same day. Apply lawn fertilizer with broadcast spreaders and overlap consistently for uniform coverage.

- a. A custom blended granular fertilizer shall be applied at least four (4) times per year (February, April, June, and October) for St. Augustine. Bahia shall be fertilized three (3) times per year upon request. Additional applications of micronutrients may be needed in July or August for St. Augustine turf. Analysis, scheduled applications, and application rates per 1000 s.f. shall be approved by the Owner and at a minimum include a full trace element package of iron, magnesium, zinc and calcium. Analysis may be different depending on the season of application, and should always meet the specific site conditions. The minimum application rate shall be 1 lb. of Nitrogen per 1000 s.f. per application. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. The Owner reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.
- c. A state inspection of analysis along with an actual certified fertilizer label, legible and otherwise suitable condition for filing, must be submitted for approval.
- d. To maintain uniform turf color, fertilization shall be completed within ten (10) working days for Phase 1 in its entirety.
- e. All fertilizers shall be kept out of canals and stormwater retention ponds and be removed immediately from all sidewalks and roadways.
- f. A report containing bag usage and tonnage per area shall be submitted immediately following fertilization.
- g. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- h. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

**4.1.6 Pest Control**

- a. The Contractor shall provide four (4) applications (full coverage) of insect control per year in the months of March, May, July and September for St. Augustine, and two (2) applications of insect control per year in May and July for Bahia. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Turf areas shall be continuously monitored for infestations of insects and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire term of the Agreement.

**4.1.7 pH Adjustment**

It is anticipated that the soil pH level may require adjustment in various areas throughout the Project site. The Contractor shall perform, as directed by the Owner, soil tests for any and all areas where the landscape is not responding adequately to the landscape care program. Based on the pH test results, the Contractor shall provide a pH adjustment program, if required, to be approved by the Owner. These areas will be monitored and, as directed by the Owner, follow-up tests will be required. The soil tests and the pH adjustments shall be considered part of the base Scope of Services.

**4.2 Shrubs/Ground Cover Care****4.2.1 Pruning**

- a. Detailing of planted areas shall be performed in a sectional method, with the frequency of once every month. Detailing includes trimming, pruning and shaping of all shrubbery, ornamentals and ground cover, removal of under story tree suckers, removal of unwanted vegetation, and the fluffing of bark or chips. Contractor shall provide to the Owner a sectional detailing operation map for review and approval within 30 days after the Contractor's notice-to-proceed.
- b. Shrubs shall be hand clipped to remove only the top excess growth. Hedge sheering shall not be performed until shrub rows are completely full and have obtained at least 3' full height. Pruning sides of shrubs shall be avoided to allow the mass to naturally fill.

**Brighton Lakes Community Development District  
Landscape/Grounds Maintenance****Scope of Services****November 2018**

- c. No pruning shall be performed on live wood that alters the shape and fullness with respect to the intended character of the plantings. Any shrub damage from equipment, other negligent activities, or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- d. Shrubs shall be pruned according to Owner's specific instructions.
- e. Summer flowering shrubs shall be pruned yearly during late winter/early spring (late February - April).
- f. Spring flowering shrubs shall be pruned yearly after blooming.
- g. Broad leaf evergreen shrubs shall be hand-pruned yearly to maintain their natural appearance after the new growth has hardened off.
- h. Conifers shall be pruned yearly after the foliage of the new growth has changed color.
- i. Ground covers shall be edged and pruned to contain them within the planting beds.
- j. The main stem of shrubs or vine-like plants planted near fences shall be secured to the fence with plastic tie material to allow new growth to be guided as directed by the Owner.
- k. All clippings shall be removed from all sidewalks, roadways, and waterways, and disposed off-site.
- l. A schedule for pruning shall be submitted within 30 calendar days of the notice-to-proceed with the Services for Owner's approval.
- m. Selective pruning, balling and shaping shall be performed as needed to expose landscape lights and remove all dead wood.

**4.2.2 Weeding**

- a. The Contractor shall be required to maintain all mulched areas free of weeds, to a level that is acceptable to the Owner, by hand pulling or chemical means, as environmental, horticultural, and weather conditions permit. An appropriate combination of "pre" and "post" emergent is strongly recommended. Weeding shall be performed in conjunction with the detailing of planted areas at a minimum frequency of once every three weeks. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeds around impervious surfaces shall be sprayed as soon as observed. All weeds collected shall be removed and disposed off-site.

- b. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- c. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.
- d. Spray of weeds in street cracks, between curb and asphalt at all roads and any CDD sidewalks within the maintenance area.

#### 4.2.3 Fertilization

- a. A custom blend fertilizer shall be applied at least three (3) times per year (February, May, and October). Analysis shall include a trace element of iron, magnesium, zinc, and calcium. Analysis and program should be structured to meet the specific site conditions. Reapplications, if required in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Fertilizers shall be applied at a rate of 12 pounds of nitrogen per 1,000 SF of bed area.
- c. Fertilizers shall have the following:
  - 1. Forty- percent nitrogen derived from ammonium sulfate; 60% from controlled release.
  - 2. A ratio of nitrogen to potassium at 1 to 1.
  - 3. Two percent iron - minimum.
  - 4. Two percent magnesium - minimum.
  - 5. One percent magnesia - minimum.
  - 6. Three percent phosphorous - minimum.
  - 7. Include elements of calcium, boron, copper, zinc, and phosphor.
- d. Alternative fertilizer analysis may be approved by the Owner, if the Contractor substantiates reasons for healthier plant growth.
- e. Granular fertilizer shall be applied by hand or hand operated broadcast spreader insuring uniform coverage. Fertilization shall be completed within ten (10) working days.
- f. A state inspection of analysis along with an actual label in legible and otherwise suitable condition for filing shall be submitted for approval.
- g. All fertilizer shall be kept out of canals and lakes and be removed immediately from all sidewalks, pedestrian areas and roadways.

- h. A report containing name of product applied, mix ratio, rate of application, amount of product applied, and location of application shall be submitted immediately following fertilization.
- i. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- j. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

#### 4.2.4 Pest and Disease Control

- a. The Owner shall be notified one week prior to any chemical application. All over spray shall be prevented and contact with any pedestrians, their property or pets shall be strictly avoided.
- b. All landscape areas shall be continuously monitored for infestations of insects and disease/fungus, and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. Six (6) applications (full coverage) of insect and disease control shall be required per year in the months of February, April, June, August, October, and December. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- d. Use manufacturers' instructions for proper applications. Operating personnel shall be knowledgeable for monitoring and identification and licensed for application. All chemicals shall be used in strict accordance with federal, state, and county directives on environmental control and carry an EPA approval number.
- e. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- f. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire term of the Agreement.

#### 4.2.5 Mulching

Premium grade pine needle or Pine Bark shall be installed one time a year in March at a depth of 2".

**4.2.6 pH Adjustment**

A soil analysis and pH adjustment shall be provided for shrubs/ground covers as per section 4.1.7.

**4.2.7 Annuals****December through March**

A combination of pink petunias, dusty miller and holiday poinsettias. Replace Poinsettias with Dwarf(Sonnet, Snapshot or similar) snapdragons after the holidays or when the poinsettias decline

**April through June**

Plant a combination of purple Angelonia, red Salvia and Dwarf Zinnias(of the Profusion or Zahara series)

**July through November**

Beds of a blend of Pentas colors or single colors or a combination of Pentas, Dwarf Zinnias(of the Profusion or Zahara series), Farinacea Salvia, and Torenia

**November and December**

Red and white petunias

\*\* Alternatives could include Begonias, Sunpatiens, Marigolds, Wheat Celosia, Joseph's coat or Geraniums

**4.3 Tree Care**

Tree care shall pertain to all trees located in CDD common areas and rights-of-way.

**4.3.1 Pruning**

- a. Street tree pruning shall occur on all of the trees 2 times per year on a rotating schedule. The trees shall be thinned and lifted in order for the trees to mature structurally to avoid traffic notching and a top heavy appearance. Larger live branches may have to be removed. Any trees that are being damaged by vehicular traffic due to low hanging branches must be pruned immediately.

Any tree damaged from equipment, other negligent activities or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.

- b. All street trees shall be pruned over roadways on an as needed basis to a minimum height of 14' to allow for emergency vehicle access and minimum height of 8' over sidewalks for pedestrian access and 5' away from any structure, building or residences trees shall be pruned away from street lights to allow for proper roadway lighting. Lifting of trees shall be kept consistent for proper tree character.

- c. Remove all sucker growth from base of trees on a regular basis. Remove any limbs, which in the Owner's opinion, poses a threat to public safety. Provide specific pruning practices, unless otherwise directed by the Owner, for the following items:
- Oaks - Generally prune trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian and bicycle clearance.
  - Crape Myrtle - Crape Myrtles shall be trimmed on the sides.
  - Wax Myrtle - Wax Myrtles shall be tipped mildly in January, cleaned at the base to 2' clear trunk and dead wood removed.
  - Holly - Burford Hollies shall be kept full headed, and pruned only to bring clear trunk level to 2' above ground cover level. All holly trees shall be hand-clipped (not hedged) for naturally formed appearance. Severe shearing into "pyramids or lollipops" shall be avoided.
  - Ligustrum - Hand clipped for natural form. Severe shearing into "globes" shall be avoided, unless directed by the Owner.
  - Magnolias - Prune only sucker growth and to maintain an attractive, clear trunk appearance.
  - All Palms - Condition and appearance of booted trunks shall be monitored monthly and clean-up/boot removal shall be provided as directed by the Owner. Once the fronds have drooped to a 8:00 to 4:00 angle, the Contractor shall remove the fronds to a maximum 9:00 to 3:00 angle. Fronds shall be removed a minimum two (2) times per year.
- d. Trees located in buffer areas shall be pruned twice (2) a year. These trees shall be pruned to promote dense canopy for screening and to provide a neat appearance. The Owner shall provide specific instructions for pruning trees in buffer areas.
- e. Other ornamental trees shall be pruned yearly during late winter/early spring (late February - April).
- f. All other trees shall be pruned yearly to enhance their natural character as directed by the Owner.
- g. Trees shall be canopied in a manner that will prevent interference with pedestrian walkways, as well as assist in the general appearance of the property. This service will be performed as necessary during the detail three-week rotation to maintain uniformity and property clearances.
- h. Selective pruning and shaping shall be performed as needed to expose landscape lights. Street lights and regulatory signage.

**4.3.2 Fertilizer**

Trees shall be fertilized as per the requirements of 4.2.3. Any alternative fertilizer analysis recommended specifically for individual trees may be approved if the Contractor substantiates reasons for healthier plant growth.

**4.3.3 Pest Control**

Preventative insect/disease control treatments shall be provided for individual trees, as per the requirements of 4.2.4.

**4.3.4 Mulch**

All individual isolated trees shall have their tree ring re-mulched as per requirements of 4.2.5.

**4.3.5 pH Adjustment**

Soil testing and pH adjustment shall be provided as per the requirements of 4.1.7.

**4.4 Irrigation System****4.4.1 General Requirements**

- a. The Contractor shall be responsible for continual, full operation of all system parts. Any plant damage resulting from non-operation of system, over-watering, or insufficient watering due to maintenance neglect shall be the Contractor's responsibility, as per Section 2.12. Contractor shall replace damaged materials or reimburse the Owner for the cost of replacement or repairs as directed by the Owner.
- b. The Contractor shall be responsible for repairs to the system caused by the Contractor or by the Contractor's neglect for the term of this Agreement.
- c. Automatic irrigation system will be updated monthly to provide watering frequency sufficient to replace soil moisture below the root zone.
- d. Any modifications to the irrigation system shall be submitted in writing for approval. Approval will be in writing to the Contractor. If the original request is not satisfactory to the Owner, an alternate plan may be requested. A detailed sketch for record documents will also be supplied to the Owner, prior to work commencing.

**4.4.2 Monitoring/Adjustments**

- a. The Contractor shall inspect the entire operation of the system no less than once every two (2) weeks. A written report shall be furnished to the Owner at the completion of each inspection. During this inspection, the Contractor shall perform the following:



- Activate each zone of the existing system.
  - Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.
  - Fix any broken pipes, valves or irrigation heads the same day of inspection.
- c. Spray patterns for all irrigation heads shall be adjusted, if required, when detected by the Contractor or as directed by the Owner.
  - d. Any adjustments to the spray nozzles spray patterns, controllers, etc. required to provide optimum growth of the landscape shall be provided on an as needed basis as part of the base Scope of Services.
  - e. Notify the Owner if there are any major repairs, such as mainline or controller to be fixed.

#### 4.4.3 Valve/Valve Boxes

- a. Provide any miscellaneous cleaning of valves for proper functioning on an as needed basis.
- b. Ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean.
- c. All repairs shall be done in a timely manner.

### 4.5 Litter Removal

#### 4.5.1 Trash Receptacles

- a. All trash receptacles throughout the Project site shall be emptied of trash a minimum of t e times per week. All trash shall be disposed of off- site. Replacement liner shall be provided by the Contractor. CDD will provide doggie pot bags.

#### 4.6.2 Landscape Areas

Any litter found in planting beds or in turf areas shall be collected and disposed of off-site prior to each mowing cycle.

#### 4.6.3 Road Right-of-Way, Ponds, and Parks

Contractor shall monitor all road rights-f-way, storm water ponds, and parks areas once weekly to collect any litter and dispose litter off-site.

## 5. **UNSCHEDULED MAINTENANCE AND REPAIRS**

The Contractor shall be equipped and organized to provide any unscheduled maintenance and repairs required in this Agreement. The following addresses the general procedures for unscheduled

maintenance and repairs, response to damaged facilities and emergencies, and unscheduled maintenance activities.

### **5.1 General**

The Contractor shall be responsible for all repairs within all limits of work, within the Brighton Lakes Community unless otherwise directed by the Owner. Repairs that result from the Contractor's failure to properly perform the Services under this Scope of Services shall not be considered an Additional Service and therefore shall not warrant additional compensation to the Contractor. Repairs that, in the Contractor and Owner's opinion are not as a result of Contractor negligence shall be deemed an Additional Service and shall, at the Owner's

election, be made by the Contractor upon receipt of a Work Authorization from the Owner. When the Contractor determines that a repair is necessary, the Contractor shall submit to the Owner a Work Authorization form together with the Contractor's estimate of the cost to perform the repair. Whenever possible, this Work Authorization and cost estimate should be sent to the Owner seven (7) calendar days in advance of the Contractor performing the Services. The Owner shall return one executed copy of the Work Authorization form and shall indicate the method of compensation. In the event the Services are to be provided on a unit price or time and material basis, within seven (7) calendar days upon completion of the Services, the Contractor shall submit to the Owner, an itemized listing of the Contractor's costs to perform the Services including all unit quantity items or labor, equipment, materials, and Subcontractor's accordingly. The itemized listing shall be presented in a format acceptable to the Owner and if requested by the Owner shall include copies of invoices from others providing work or materials on the repair.

### **5.2 Damaged Facilities**

5.2.1 Should the Contractor become aware of damage to the facilities within the area maintained by the Contractor, the Contractor shall notify the Owner as soon as possible. If the Owner elects to have the Contractor perform the repair, the Owner shall issue a Work Authorization to the Contractor to proceed with the repair.

#### **5.2.2 Irrigation Repairs**

- a. All breaks shall be repaired immediately. Lines shall be flushed thoroughly before installing new heads.
- b. All replacement parts shall be the same manufacture as the initial irrigation installation. Execution of all repairs/installation shall be as per original construction details/specifications.
- c. Aboveground irrigation components damaged by the Contractor while performing landscape maintenance activities shall be repaired and replaced by the Contractor within 24 hours at no charge to the Owner.

- d. Any damage on property due to wash outs created by irrigation breaks that went undetected for a period of time due to negligence of the Contractor shall be repaired by the Contractor at no charge to the Owner.
- e. Irrigation components damaged by accident caused by someone other than the Contractor, by wear and tear, or by vandalism shall be reported to the Owner immediately. Execution and payment for these repairs is explained in Section 5.1.

### 5.3 Emergency Repairs

- 5.3.1 If the repair to a damaged facility is deemed an emergency and immediate repair is judged necessary by either the Contractor, District Manager, District Engineer, or Owner, upon receipt of authorization by the Owner, the Contractor shall proceed with providing all material, labor, and equipment on a time and material basis necessary to make the repair and restore the facilities. If the repair is required due to Contractor's negligence, the Owner shall back charge the Contractor for the repair.
- 5.3.2 The Contractor shall provide any emergency repairs to the irrigation system immediately once detected by the Contractor, or within three hours of notification from the Owner. If the emergency repairs are due to Contractor negligence, the Contractor shall provide these repairs at its own expense. If these repairs are beyond the Contractor's control within the Scope of Services, the Contractor shall provide the repairs and submit an invoice on a time and material basis.
- 5.3.3 Emergency repairs, as agreed by the Owner, are the only repairs that will not require a Work Authorization from the Owner.

The Owner shall use the contractor's labors to revise the irrigation or hardscape at times. The Owner will compensate the Contractor by trading irrigation reviews, as accepted by both parties.

### 5.4 Unscheduled Maintenance

The Contractor shall provide occasional unscheduled maintenance that is in Addition to the base Scope of Services. The Contractor shall receive a Work Authorization from the Owner and shall respond and complete the request within two weeks or a mutually agreeable time with the Owner. The Contractor's cost estimate to provide the work shall be approved by the Owner prior to commencement. The Contractor shall be available and willing to provide the following unscheduled maintenance services:

- Raise the height of irrigation heads.
- Provide clean up and touch-up finishes (paint, stucco, etc.), as necessary for any hardscape item in response to vandalism or acts of God.
- Provide landscape and irrigation materials, replacements, or repairs due to vandalism or acts of God.
- Provide mowing of undeveloped areas.
- Provide selective weeding and pruning for existing wooded areas.

**6. ADMINISTRATION/MAINTENANCE/OPERATIONS PROGRAM**

The Contractor shall develop policies and procedures and implement an Administration, Operation, and Maintenance Program. That program shall include, but not be limited to, the following:

**6.1 General**

6.1.1 This program shall be a comprehensive narrative and where applicable, graphic/diagrammatic explanation of policies and procedures, which shall govern the Contractor's Services provided under this Agreement as generally outlined in this Scope of Services. The program document shall contain key information relative to the major components described below.

The program document shall be presented in a three-ring binder using standard 8 ½ x 11 pages, single-spaced for text, graphics, and/or diagrams, and with, if necessary, 11x17 pages for diagrams and/or graphics that fold out if necessary. The document shall include as a minimum, a table of contents, section dividers, numbered pages, issuance date on each page, and appendices as required. Each copy shall be numbered and a log shall be kept by the Contractor of document holders (refer to Section 2.9.3, Data dispersal).

6.1.2 The program document shall be kept up-to-date at all times by the Contractor. Revisions to the document shall be indicated by footnote on the revised pages. Revisions shall be distributed by the Contractor to all document holders.

6.1.3 The Contractor shall prepare draft copies of the document for review and comment by the Owner within thirty (30) calendar days of the notice to proceed with the Services. The Contractor shall anticipate at least two (2) more additional reviews by the Owner prior to issuance of the final document. All Owner comments shall be incorporated into the document. The Contractor shall be responsible for preparing and submitting the following number of copies of the program document to the Owner.

- First draft                 Eight (8) bound copies, one (1) unbound copy
- Second draft             Eight (8) bound copies, one (1) unbound copy
- Third draft               Eight (8) bound copies, one (1) unbound copy
- Final document         Eight (8) bound copies, two (2) digital copies

**6.2 Administration**

6.2.1 The administrative section of the program document shall, at a minimum, address those functions which are the responsibility of the Contractor related to all administrative matters generally described in the Scope of Services and as outlined below.

6.2.2 Organization charts for administrative management functions include key personnel names, job titles, and phone numbers.

6.2.3 Policies and procedures related to the Contractor's program for communications with the Brighton Lakes community relative to general maintenance operations, customer services, and irrigation user issues.

6.2.4 Personnel policies and procedures related to the Contractor's personnel performing services on the site.

### 6.3 Operations

6.3.1 The operations section of the program document shall, at a minimum, address those functions which are the responsibility of the Contractor related to all operations/customer service matters generally described in the Scope of Services and as outlined below.

6.3.2 Organization charts for operations and customer service related functions. Include key personnel names, job titles, and phone numbers.

6.3.3 Policies and procedures related to emergency situations including 24 hour notification, emergency phone numbers, Contractor mobilization and response time (refer to Section 7.2, Emergency Response Program for further details), and so forth.

6.3.4 Policies and procedures related to the Contractor's safety program.

## 7. **RESPONSE TIME**

The Contractor shall provide services and repairs within the amount of time indicated in this Agreement. The following is general response time information and requirements for the Emergency Response Program to be developed, implemented, and maintained by the Contractor.

### 7.1 General

The Contractor shall, on a timely and efficient basis, respond to any and all requests, and perform all repairs, inspections, and observations, etc. stipulated in the Project Manual. The Contractor shall provide supervisory, operating and maintenance personnel as required who shall be available on call 24 hours per day, 7 days per week to respond to and correct any problems with any of the elements covered by this agreement.

Response time, unless otherwise directed by the Owner, required by the Contractor for various maintenance activities is as follows:

- Standard maintenance activity adjustments - varies; as directed by Owner
- Irrigation adjustments - 24 hours
- Standard repairs – 2 days
- Emergency repairs – same day
- Unscheduled maintenance request - as needed, as soon as four hours
- Plant material replacement - two weeks

Should the Contractor fail to respond to a request for any services addressed in this Project Scope within the required allotted time, the Owner shall, at the Contractor's sole expense, provide the requested services.

**EXHIBIT "B"**

**PRICING PROPOSAL (PART \_\_\_ OF PROPOSAL FORM)**

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
 Landscape/Grounds Maintenance Services - RFP 2018-101  
**PROPOSAL PRICING FORM**

Proposal Bid Form.

November 2018

Optional Year      Optional Year

TASK	Year 1	Year 2	Year 3	Year 4
<b>Turf Care - Bahia</b>				
Mowing Blowing Edging	\$56,800.00	\$56,800.00	\$56,800.00	\$56,800.00
Weed/ Disease Control	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00
Fertilization	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Pest Control	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00
Subtotal	<b>\$64,600.00</b>	<b>\$64,600.00</b>	<b>\$64,600.00</b>	<b>\$64,600.00</b>

<b>Turf Care - St. Augustine</b>				
Mowing Blowing Edging	\$50,400.00	\$50,400.00	\$50,400.00	\$50,400.00
Weed/ Disease Control	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00
Fertilization	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Pest Control	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00
Subtotal	<b>\$59,800.00</b>	<b>\$59,800.00</b>	<b>\$59,800.00</b>	<b>\$59,800.00</b>

<b>Shrubs/Ground Care</b>				
Pruning	\$12,600.00	\$12,600.00	\$12,600.00	\$12,600.00
Weeding	\$12,600.00	\$12,600.00	\$12,600.00	\$12,600.00
Fertilization	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00
Pest/ Disease Control	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00
Mulching	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Subtotal	<b>\$51,500.00</b>	<b>\$51,500.00</b>	<b>\$51,500.00</b>	<b>\$51,500.00</b>

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
 Landscape/Grounds Maintenance Services - RFP 2018-101  
**PROPOSAL PRICING FORM**

Proposal Bid Form:

November 2018

Optional Year    Optional Year

TASK	Year 1	Year 2	Year 3	Year 4
<b>Tree Care</b>				
Pruning	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
Fertilization	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00
Pest/Disease Control	\$800.00	\$800.00	\$800.00	\$800.00
Mulching	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
All Palms	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
Subtotal	<b>\$13,150.00</b>	<b>\$13,150.00</b>	<b>\$13,150.00</b>	<b>\$13,150.00</b>

<b>Irrigation System Monitoring</b>				
Twice Per Month	\$28,800.00	\$28,800.00	\$28,800.00	\$28,800.00
Subtotal	<b>\$28,800.00</b>	<b>\$28,800.00</b>	<b>\$28,800.00</b>	<b>\$28,800.00</b>

<b>Grand Total</b>	\$217,850.00			
	<b>Two Year Total</b>	\$435,700.00	<b>Four Year Total</b>	\$871,400.00

**Notes:**

- 1 The amounts listed above are fixed fees for the time period noted. The fixed fee shall include the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including without limitation, trench safety, labor, equipment, materials and all taxes)
- 2 Refer to the scope of services for the specific description and frequency of services to be provided

<b>Bush Hogging Total</b>				
Not included in contract	\$1,500. perday			



**EXHIBIT "C"**  
**OTHER FORMS**

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
 Landscape/Grounds Maintenance Services - RFP 2018-101  
 Worksheet for Frequency and Unit Prices

TASK	Frequency	Unit Cost	Total
<b>Turf Care - St. Augustine</b>			
Mowing Blowing Edging	42	\$800.00	\$33,600.00
Edging	42	\$400.00	\$16,800.00
Weed/ Disease Control	4	\$800.00	\$3,200.00
Fertilization	2	\$1,500.00	\$3,000.00
Pest Control	4	\$800.00	\$3,200.00
Subtotal		\$4,300.00	\$59,800.00

<b>Turf Care - bahia</b>			
Mowing Blowing Edging	42	\$1,100.00	\$48,400.00
Edging	42	\$200.00	\$8,400.00
Weed/ Disease Control	3	\$800.00	\$3,200.00
Fertilization	2	\$1,500.00	\$3,000.00
Pest Control	2	\$800.00	\$1,600.00
Subtotal		\$4,400.00	\$64,600.00

<b>Shrub Care/Ground Cover Care</b>			
Pruning	42	\$300.00	\$12,600.00
Weeding/Edging	42	\$300.00	\$12,600.00
Fertilization	3	\$900.00	\$2,700.00
Pest/Disease Control	6	\$600.00	\$3,600.00
Mulching	2	\$20,000.00	\$40,000.00
Subtotal		\$22,100.00	\$71,500.00

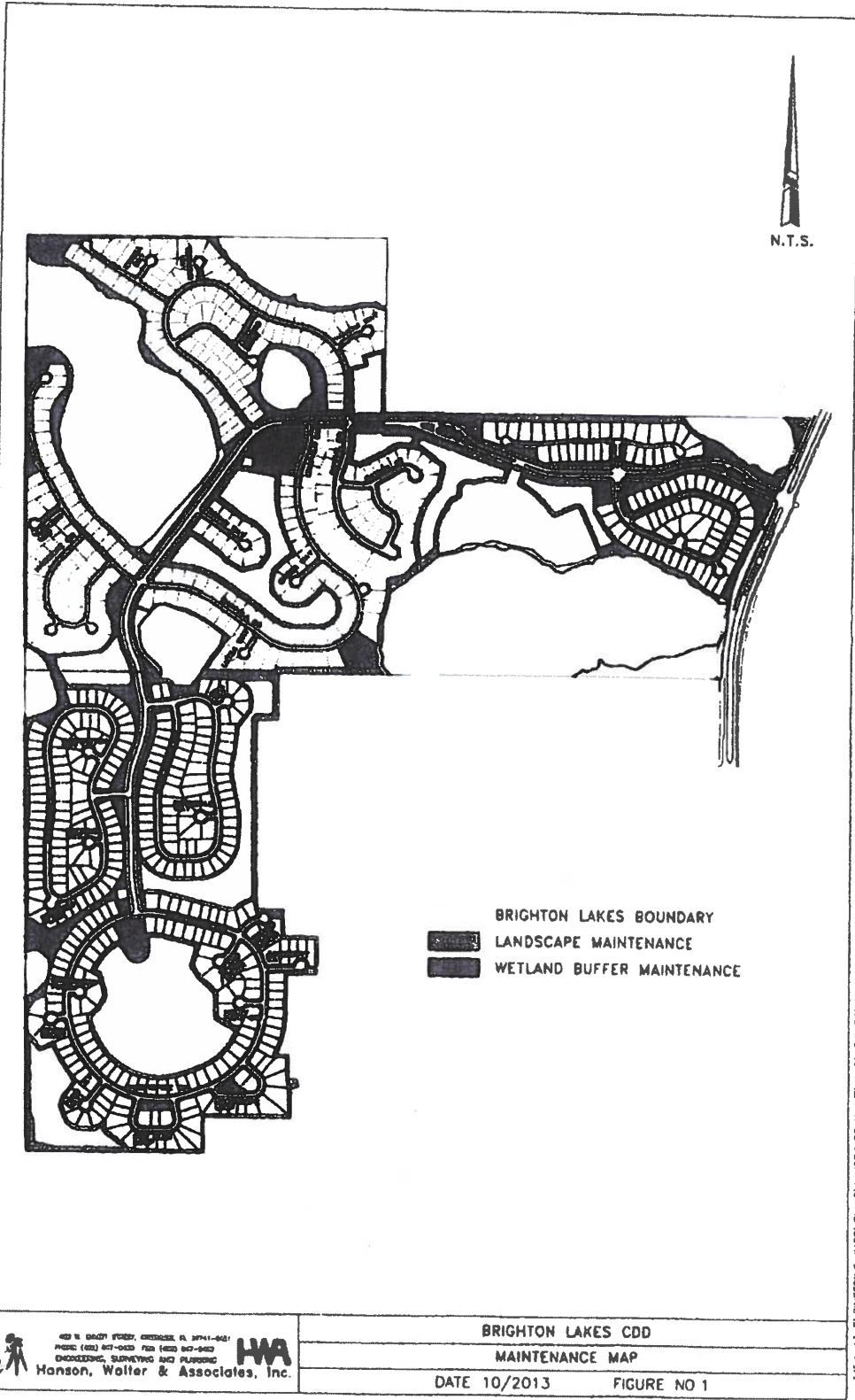
<b>Tree Care</b>			
Pruning	2	\$6,000.00	\$12,000.00
Fertilization	3	\$1,250.00	\$2,500.00
Pest/Disease Control	6	\$800.00	\$4,800.00
Mulching	2	\$4,000.00	\$8,000.00
All Palms	2	\$1,100.00	\$2,200.00
Subtotal		\$13,150.00	\$29,500.00

TASK	Frequency	Unit Cost	Total
<b>Irrigation System Monitoring</b>			
Clocks -6	12	\$600.00	\$7,200.00
Valves/Zones -87	12	\$600.00	\$7,200.00
Subtotal		\$1,200.00	\$14,400.00

**Notes:**

- 1 The amounts listed above are fixed fees for the time period noted. The fixed fee shall include the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (includingm without limitation, trench safety, labor, equipment, materials and all taxes).
- 2 Refer to the scope of services for the specific description and frequency of services to be provided
- 3 Invoices will be submitted monthly, prorated, based on the above fee

**EXHIBIT "D"**  
**MAINTENANCE MAP**



**FIRST AMENDMENT TO THE  
MANAGEMENT ADVISORY SERVICES AGREEMENT BETWEEN  
BRIGHTON LAKES COMMUNITY DEVELOPMENT  
DISTRICT AND SEVERN TRENT ENVIRONMENTAL SERVICES, INC.**

**THIS AMENDMENT** is made and entered into this 22 day of May 2009, by and between:

**Brighton Lakes Community Development District, [hereinafter called the District]** a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Osceola County, Florida, whose address is 210 North University Drive, Suite 800, Coral Springs, Florida 33071; and

**Severn Trent Environmental Services, Inc., [hereinafter called the Manager]** a Texas Corporation with offices located at 210 North University Drive, Suite 800, Coral Springs, Florida 33071 (the "Manager").

**WHEREAS**, on April 17, 2000, the **DISTRICT** entered into a management advisory services contract ("Agreement") with **Severn Trent Environmental Services, Inc.**; and

**WHEREAS**, the **MANAGER** is responsible for providing professional district management, financial management and records management for the **DISTRICT** and for performing such other duties as may be prescribed by the **DISTRICT**, as provided expressly by the Agreement; and

**WHEREAS**, the Board of Supervisors for the **DISTRICT** voted in their May 21, 2009 meeting to expand the scope and nature of the district management services being provided by the **MANAGER** under the Agreement to include the assessment roll services described in Exhibit A ("Assessment Roll Services"), and

**WHEREAS**, the parties desire to formalize the additional services to be provided by the **MANAGER** and the compensation associated with these additional services; and

**WHEREAS**, parties desire to incorporate this contract amendment ("Amendment") into the existing terms and conditions of the Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

**1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of the Agreement and this Amendment.

**2. SCOPE OF SERVICES.** The **MANAGER** will provide Assessment Roll Services to the **DISTRICT** as set forth in Exhibit A, attached hereto and by reference made a part hereof.

**3. COMPENSATION.** The **DISTRICT** agrees to pay the **MANAGER** a sum of \$ 5,000 on an annual basis for the Assessment Roll Services and further agrees

**Exhibit A**  
**Scope of Assessment Roll Services**

Manager will perform all required special assessment billing functions of the District, which shall be the following:

- Prepare Assessment Resolution levying the assessments on the property in the District and assessment rolls.
- Prepare and maintain a property database by using information obtained by local Property Appraisers secured roll.
- Review and compare information received from the Property Appraiser to prior years' rolls, to insure that the CDD rolls are in compliance with the law and that Severn Trent Environmental Services has obtained all the pertinent information to prepare accurate assessments.
- Periodically update the database for all activity such as transfer of title, payment of annual assessment, prepayment of principal.
- Act as the primary contact to answer property owner questions regarding special assessments, tax bills, etc. Provide pay off information upon request to property owner.
- Upon adoption of the Budget and Assessments, coordinate with the office of the Property Appraiser and Tax collector to insure correct application of assessments and receipt of District funds.
- Act as primary contact to answer property owners' questions regarding the Capital Assessment.

**AGREEMENT BETWEEN  
BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT  
AND THE FIRM OF SEVERN TRENT SERVICES  
FOR FIELD MANAGEMENT SERVICES**

THIS AGREEMENT ("Agreement" or "Contract"), made and entered into on this 16<sup>th</sup> day of May, 2003 by and between the Brighton Lakes Community Development District, hereinafter referred to as "DISTRICT," and the firm of Severn Trent Services, hereinafter referred to as "MANAGER," whose address is 610 Sycamore Street, Suite 140, Celebration, FL 34747.

**WITNESSETH:**

WHEREAS, the DISTRICT desires to employ the services of the MANAGER for the purpose of providing non-exclusive field management services for the Brighton Lakes Community Development District, as required to meet the needs of the DISTRICT during the contract period; and

WHEREAS, the MANAGER desires to assist the DISTRICT with such matters,

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

1. **Engagement.** The DISTRICT engages the MANAGER for the services described in Exhibit A, attached hereto and incorporated by reference herein.
2. **Compensation.** The DISTRICT shall compensate the MANAGER in accordance with the fee schedule set forth in Exhibit B. The total and cumulative amount of contract compensation shall be amended annually to reflect the amounts annually budgeted for the Exhibit A services. In addition, the DISTRICT shall reimburse MANAGER for reasonably incurred expenses incurred during the course of performance of this contract, including, but not limited to, out-of-pocket expenses for travel, express mail, computerized research, word processing charges, long distance telephone, postage, photocopying, courier and computer services.
3. **Term.** Subject to the provisions for termination set forth below, the term of this Agreement shall begin on May 17, 2003. The Agreement may be terminated as follows:
  - a. Upon notice by the DISTRICT for "good cause," including but not limited to misfeasance, malfeasance, nonfeasance or dereliction of duties by MANAGER, unless Paragraph C of this section applies.
  - b. Upon the dissolution or court-declared invalidity of the DISTRICT; or
  - c. By either party, for any reason, upon 60 days written notice.
  - d. If this Agreement is terminated for any reason, MANAGER will take all reasonable and necessary actions to transfer all the books and records of the DISTRICT (in Manager's possession) in an orderly fashion to the DISTRICT or its designee.



- “ AS needed ”*
4. **Allocation.** The MANAGER shall devote such time as is necessary to complete the duties and responsibilities assigned to the MANAGER under this Agreement.
  5. **Certificate.** The signature on this Agreement by the MANAGER shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.
  6. **Conflicts of Interest.** The MANAGER represents it has no interest and shall acquire no interest, either direct or indirect, which conflicts in any manner with the performance of services required hereunder, as provided for in the standards set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any such conflicting of interest shall be employed by manager for performance hereunder.
  7. **Opinions Regarding Conflicts.** The MANAGER shall promptly notify the DISTRICT (in writing by certified mail) of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of services provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the MANAGER may undertake and request an opinion of the DISTRICT as to whether the association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion by certified mail within thirty (30) days of receipt of notification by the MANAGER. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion and the association, interest, or circumstance shall not be deemed in conflict of interest with respect to services provided to the DISTRICT by the MANAGER under the terms hereof. This Agreement does not prohibit the MANAGER from performing services for any other special-purpose taxing district, and such activities or engagements shall not constitute a conflict of interest under this Agreement.
  8. **Commission.** The MANAGER represents and warrants it has not employed or retained any company or person (other than a bona fide employee working solely for the MANAGER) to solicit or secure this Agreement and it has not paid or agreed to pay any person, company, corporation, individual, or firm (other than a bona fide employee working solely for the MANAGER) any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
  9. **Non Discrimination.** The MANAGER warrants and represents all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.

10. **Professional Standard.** The MANAGER hereby represents and warrants it has and will continue to conduct its business activities in a professional manner and all services shall be performed by skilled and competent personnel to the highest professional standards.
11. **Legal Services.** The DISTRICT acknowledges the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.
12. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Osceola County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
13. **Notices.** All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the DISTRICT shall be mailed to:

**BRIGHTON LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**610 Sycamore Street, Suite 140**  
**Celebration, FL 34747**  
**ATTN: Gary L. Moyer**

with copy to: **Hopping Green & Sams**  
**123 South Calhoun Street**  
**Tallahassee, FL 32801**  
**ATTN: Jonathan Johnson/Brian Crumbaker**

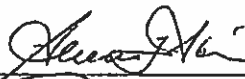
14. **Entire Agreement.** The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further, this Agreement may be amended only in writing upon mutual consent of the parties hereto.
15. **Amendments and Renewals.** No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. This Agreement shall be automatically renewable each Fiscal Year of the DISTRICT, unless otherwise terminated by either party. Negotiations shall be held prior to the DISTRICT's Fiscal Year end. The DISTRICT will consider price adjustments each twelve (12) month period to compensate for market conditions and the anticipated type and amount of work


to be performed during the next twelve (12) month period. Evidence of price adjustments will be approved by the DISTRICT in its adopted Fiscal Year Budget.


- 16. **Primary Responsibility.** The primary responsibility for the services to be performed for the DISTRICT under this Agreement shall be provided by Severn Trent Services with offices located at 610 Sycamore Street, Suite 140, Celebration, FL 34747. Any changes to the position of the primary MANAGER shall be effected only on the approval of the DISTRICT.

IN WITNESS WHEREOF, the Board of Supervisors of the Celebration Community Development District has made and executed this Contract on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

Signed and Sealed in the presence of: **BOARD OF SUPERVISORS  
BRIGHTON LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

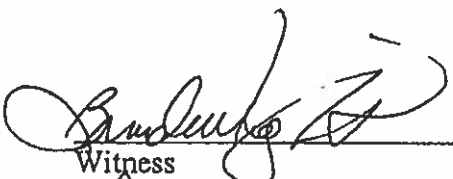
  
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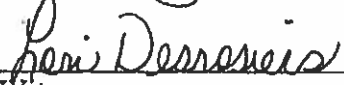
  
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 Witness

  
 \_\_\_\_\_  
 Chairman

Approved as to Form and Sufficiency:

\_\_\_\_\_  
District Counsel

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Witness

**Severn Trent Services**

  
 \_\_\_\_\_  
 Gary L. Moyer, Vice President

## EXHIBIT A

### FIELD OPERATION AND MAINTENANCE:

- ✓ Landscaping and irrigation contract
- ✓ Aquatic weed control contract
- ✓ Street sweeping contract
- ✓ Street light maintenance contract
- ✓ Swimming pool maintenance contract
- ✓ Hardscape maintenance, including sidewalks and entry features
- ✓ Electrical uplights and feature lighting
- ✓ Recreation center maintenance monitoring
- ✓ Implementing trash removal programs, pressure washing, and general cleaning programs
- ✓ Janitorial services contract
- ✓ Storm system maintenance and monitoring
- ✓ Weekly and monthly meetings with contractors
- ✓ Attendance at monthly Board meetings

### CLERICAL:

- Setting up and maintaining files
- Corresponding with contractors and vendors
- Processing all paperwork and filing
- Processing invoices for payment
- Setting up any new vendor accounts
- Making all necessary phone calls
- Registering home owner complaints and concerns
- Setting up and maintaining a complaint log related to field issues
- Preparing bid documents for minor projects
- Receiving and processing bids
- Preparing contractor meeting agendas and field review punch lists

## EXHIBIT B

<b>Base Contract</b>	<b>Terms</b>	<b>Annual</b>
Field Management	Annual	\$ 14,000



## Memorandum:

**To: Brighton Lakes Board Members**

**From: Bob Koncar, General Manager**

**Date: September 17, 2018**

**RE: Budgeted Field Work 2019 Budget**

### Recommendation:

- **A) Amend the 2019 Budget for field services as follows:**

	2018 Budget	2019 Adopted Budget	Proposed Change	Net Change
Field Services:	\$75,900	\$60,185	\$38,000	(\$22,185)
Onsite Services:		\$41,390	\$60,000	\$18,610
Totals:	\$75,900	\$101,575	\$98,000	\$ 3,575

**B) Authorize the retroactive billing for the revised budgeted amounts with a start date of October 1<sup>st</sup>.**

- **Review the attached contract documents and set reasonable expectations:**
  1. April 17, 2000: original management contract with no requirements for field services. [see attached]
  2. April 3, 2003: add field services component to overall scope of services, outlines some of the areas to be covered by Inframark. The amendment outlines that "most of the work will be accomplished by subcontractors and supplies are not included in the price." [see attached]

### Background:

As part of the 2019 budget process the Board approved two changes to the field management component of the budget; a) increase the field management compensation to \$60,185 based upon the work effort being provided by Inframark, b) split out the onsite services for a total annual amount of \$41,390.

The original analysis of the field effort being provided by Inframark included the work being provided for March through April. It was pointed out that April included a large pressure washing project and therefore the figures were somewhat distorted on an annual basis. The original analysis provided to the Board in May did not include the hours for Russ Simmons, Ariel Medina and Freddy Blanco. The analysis completed (see attached) was for the period of October 2017 through August 2018 [11 months]. The average monthly hours of field service work being provided is 118 hours a month. The average monthly field hours include nine different personnel providing services but does not include the onsite personnel. There are still some hours that have not been included, however, based upon the analysis, we recommend that the annual field service budget be set at \$38,000.

In terms of the onsite management, there are currently two personnel providing services to the District for a total of 56 hours a week. Based upon our review of this portion of the budget, the approved budget shows a total annual amount of \$41,390, which is not sufficient to cover our costs for 56 hours a week. Recently we have been compelled to increase hourly wage rates to retain qualified personnel. Therefore, we recommend increased this line item in the budget to \$60,000. This increase will allow us to provide highly qualified personnel and properly compensate Inframark for its personnel.