



Rizzetta & Company

Heritage Isle at Viera Community Development District

**Board of Supervisors
Meeting
November 28, 2023**

District Office:
8529 South Park Circle, Suite 330
Orlando, Florida 32819
407.472.2471

www.heritageisleatvieracdd.org

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

Board of Supervisors

Jay Williams
Bob Goldstein
Kenneth Bonin
Jon Smallegan
Kenneth Walter

Chairman
Vice Chairman
Board Supervisor
Board Supervisor
Board Supervisor

District Manager

Brian Mendes

Rizzetta & Company, Inc.

District Counsel

Wes Haber

Kutak Rock, LLP.

District Engineer

Ana Saunders

BSE Consultants

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 472-2471. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

District Office – Orlando FL – (407) 472-2471

Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, FL 33614

www.heritageisleatvieracdd.com

November 21, 2023

**Board of Supervisors
Heritage Isle at Viera Community
Development District**

FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Heritage Isle at Viera Community Development District will be held on **Tuesday, November 28, 2023, at 10:30 a.m.** at the Brevard County Government Center, Florida Room, located at 2725 Judge Fran Jamieson Way, Viera, FL 32940. The following is the final agenda for this meeting:

- 1. CALL TO ORDER / ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. COMMUNITY UPDATES**
 - A.** Juniper Community Update
 1. Legacy Blvd Sod Recovery.....Tab 1
 2. Tree Project (Jon Smallgen)
 - B.** Monthly Report Update by Supervisor Ken Walter.....Tab 2
 1. Joint Landscape Report
 2. Monthly Report by Ken Walter
 - C.** Pond Maintenance Update
 - D.** Blown Away Update
- 4. STAFF REPORTS**
 - A.** District Council
 - B.** District Engineer
 1. Sidewalk Issues
 2. Annual Report
 - C.** District Manager
 1. Website Audit.....Tab 3
 2. Maintenance Updates
 3. Updates on ESTAD
- 5. BUSINESS ADMINISTRATION**
 - A.** Consideration of the Minutes of the Board of Supervisors Meeting held on October 24, 2023Tab 4
- 6. BUSINESS ITEMS**
 - A.** Discussion of Investment Accounts
 - B.** Discussion of FPL Lights
 - C.** Ratification of FY 22-23 Audit RFP Engagement LetterTab 5
 - D.** Consideration of Landscape Irrigation Maintenance Agreement.....Tab 6
- 7. SUPERVISOR REQUESTS AND COMMENTS**
- 8. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (407) 472-2471.

Very truly yours,
Brian Mendes

Brian Mendes
District Manager

TAB 1



Heritage Isle
at Viera
COMMUNITY DEVELOPMENT DISTRICT
www.heritageisleatvieracdd.org

November 13, 2023

Subject: Heritage Isle Community Development District – Grass issue on Legacy Blvd.

This is an update concerning the severe grass burnout on Legacy Blvd north of the circle.

Unfortunately, Juniper mistakenly applied an improper weed mitigation blend on Legacy Blvd areas north of the circle last week causing the severe burnout which manifested very fast. Juniper takes full responsibility for this unsatisfactory turf condition. Human error caused the improper process and Juniper takes full responsibility for their actions.

Upon further analysis, Juniper has indicated that the grass root system is intact. However, the exposed grass was severely burned out. Since the root system is salvageable, they commenced treatment with a fertilization assist plus a pigmentation application which will green up the affected areas.

Within 14 days , we should see visible improvement with the turf appearance on Legacy Blvd north of the circle. If after 14 days and still have areas not responding properly, then Juniper will be replacing the affected sod.

Please be patient as Juniper restores the affected property to a healthy condition! Thank you!

Your Board of Supervisors,

HERITAGE ISLE COMMUNITY DEVELOPMENT DISTRICT

TAB 2

Landscape Team Meeting
Tuesday, October 31, 2023
Craft Room – 11:00 – 12:30

- General Observations – Slower part of the season. CDD started putting it back into the community. Corner of LeConte and Legacy will be upgraded to reduce the maintenance and mulch invoicing. Also improve the line-of site problem at this corner. Throughout the year will continue to do selective corners. Sod is coming from Duda.

Complaints have come in regarding the hedges. Started this week on hedges along the walkway. Going to be giving them a hard prune. 5 6, 7 and 8 are already completed. Legacy will be next. Dedicated Nov. 6, 7, 8 and 9 another crew to do Legacy hedges.

Water main break. Damage to the irrigation system. Smashed the t-line and broke the pipe. Cocoa water came out and repaired last week. It is ready to get decoders to get this up and running. Other damage to the sidewalk, sod., and Cocoa water will cover it all. 14 work orders ahead of us. Major repairs after the 1st of the year. Working with Adam Kristinuas.

Annual going to be done on Thursday. Plants going in on points on the medians on Legacy White and Red Begonias. Clubhouse should match CDD.

2-month inspection report – Juniper working these items. Need to let Ken know what number is being completed.

Thank Rodney and Chad last couple of weeks, greater handle on the workload. Sending out daily reports on what is being accomplished.

Pressure washing company replace sod in Phase 7. Let Ken know.

- Calendar – fertilizing needs to be listed on the calendar. Trimming will be completed by the week of November 21. The calendar went out without fertilization listed. Turf, hedges, palm trees on Carambola.
- Juniper Update – Hedges 5, 6, 7,8. Will now working 2, 3, 4, 1. Robellini 60%. Mow crew doing Robellini when not mowing and the other half of the mow crew is doing crack weeds. Replacement of sod. Email list to Brittany on what has been done. Palm and shrub fertilization.
- Sod – HO on Van Ness that took out sod. In response to an unanswered work order. Andrew, Ken and Carol 6528 Van Ness (The Peter's).
- Flag irrigation – ACC Approve \$65 to have irrigation flagged. Nominal charge is they just want irrigation flagged \$20 - \$25. If they can wait until the inspection is done, then it is free.
- Tree trimming – John Smallegan in Phase 4 – goes with him to see where the trees are to be painted. CDD approved a tree replacement project for common areas.
- Mowing – Influx of cinch bugs in the community – Agree to replace sod in a board meeting and now everyone else is asking. Mr. Redman has cinch damage. When someone is requesting sod, help Juniper to look at history of sod and the drone footage.
- Edging -Targeting edging with the extra mow crew. Also weeding hedges (hand pulling and mechanical). 4 to 6 inch high they will be pulled.

- Fertilizer/Herbicide – Need schedule by weeks. Spraying weed killer in the right place. Watch poor application.
- Work Orders – 252 total and 170 pasts due. Go through workorders with Brittany and Andrew. Ton of outstanding damage work orders. Brittany is going to run a past due list. Juniper will cross check to see if they have any hard copies of work orders that are closed. Once done, we will provide copies of work orders that they don't have. Chad and Rodney, they went 20 work orders and 17 have already been done.
- Pump Status - Working fine.
- Irrigation – Legacy phase 3 and 4 for decoders. HO are tampering with the irrigation. Years ago, we went out with E Blasts telling them to stop tampering. HIRVA Board is going to get a professional engineer to look at these complaints. Carambola was done and got it up and running. Then the entire street went down. Gurrero – Van ness working again. Galindo is now up.

Meeting ended 12:25 Next Meeting Tuesday 21, from 11:00 – 12:30

Happy Thanksgiving!

Legacy Blvd Sod Recovery- As announced in a community wide eblast, Juniper mistakenly applied an improper blend of herbicide on Legacy Blvd north of the circle . They take full responsibility for this unfortunate event. Since then , I met with the Juniper leadership a number of times to discuss the recovery plan of action.

As such, Juniper has been working hard with the recovery efforts on Legacy Blvd. They indicated that the improper blend was not totally lethal. Luckily , much the root system remained intact and now it's taking some time to restore healthy grass in the affected areas. Moreover, Mother Nature provided an assist with the rain which helped wash away the chemical residue.

During the week of 20 November they applied a pigmentation and fungicide dose to improve the visible appearance while the underlying grass is recovering. As of 20 November, they provided the following estimates regarding the recovery as follows;

70% will fully recover

20% is questionable

10% will require replacement (mostly on the west side of the berm)

It's expected that the recovery action should near completion by mid December.

As previously mentioned, making the sod "whole" on Legacy Blvd rests solely with Juniper and they are prepared to correct this problem as quickly as possible.

General Observations- we are now into the fall/winter landscape maintenance routines. Which means we are out of the growing season. Mowing will be conducted bi-monthly. This will allow the mowing crew to augment the detail work throughout CDD property. They are meeting the calendar requirements even with the recent heavy rains.

During the last few weeks, Juniper has focused more attention on the shrub pruning on the inter-connecting sidewalks. All sidewalk hedge pruning was completed during the week of 6 November. Legacy hedges were completed the week of 13 November. They are now focusing on the parks which need pruning and weeding.

A major clean out was performed at the back gate on the incoming side. The berm was riddled with weeds and overgrown brush and weeds enough to fill-up two truck loads. This area looks 100 times better. It is recommended we extend the sod line further north and install additional trinettes to complete the refresh.

Field Service report- they are 75% complete with the October field service report. Remaining items will be addressed with the scheduled detail schedules.

Bullnose maintenance update- the corner of LeConte will receive the upgrade during the week of 20

November (\$7K) The second project will be at the corner of Galindo near the front gate. We are waiting for the proposal. This is actually one of the smaller corners and the price will be considerably less. The budget as approved by the board was \$40K for these bull nose projects during this fiscal year. We should be able to accomplish many of the corners within this budget limit.

Irrigation- the pumps are fully operational. Pump 1 in front of the clubhouse received routine disc cleaning (2.3K) to improve pump performance . This is an annual maintenance action that is not included as part of the annual maintenance agreement. Wet checks continue to be completed. We also have repair work on the irrigation at the north gate area.

FPL lights- we had over 13 lights repaired on Legacy Blvd the week of 6 November. Since these lights have been repaired, I'll take another inventory beginning of December.

The problem we have is our lights on Legacy are getting old, repairs are increasing , we now have mixed lights on some of the poles with high pressure sodium and metal halide lights and fixture changes. I have been in contact with Chris Venoy who is the FPL light supervisor in charge of LED conversion projects for our region in Florida. Here is a summary;

We have 81 poles with two lights each. Initially we had three (3) tariffs as follows;

20 poles, already paid off

40 poles, will be paid off 1 August 2025

21 poles, will be paid of 1 September 2028

FPL uses an amortization conversion factor to pay for the conversion costs if we decide to upgrade our lights to LEDs (highly recommended). If we were to decide to upgrade to the current LED technology in FY 2025, we would be able to minimize maintenance and provide Legacy Blvd with new poles with all the same lights, same illumination under one tariff. This would be a significant improvement from what we have now. Our current lighting configuration is old technology, conversion to LED lights is required.

We would have to budget conversion as a reserve capital investment item when we prepare the FY2025 budget. It would take FPL approximately 8-9 months to prepare for the switch out. The total cost would be \$57K . This would include 80 replacement 80 poles. The gate areas would have the tandem poles , the rest would be poles with a single fixture. This is the typical configurations that other communities get and recommended by FPL. What's nice is the wattage and illumination would be consistent up and down Legacy Blvd. our current lights desperately need a facelift!

The tariff would be a slight increase from \$2.4K current to \$2.7K but if we choose tandem lights throughout Legacy Blvd then the tariff would increase to \$3.9K. Utility costs are included as a flat rate within the tariff.

Although this item is not an issue for this fiscal year, it would be more pertinent in FY2025, especially as our maintenance to keep the lights operational is more challenging. And the appearance worsens as we have more mixed lights and fixtures along Legacy blvd. They certainly don't put a good face on our

community while driving on Legacy at night.

As such, I recommend we give serious consideration to convert during FY2025 and budget accordingly.

Thanks!

TAB 3



Quarterly Compliance Audit Report

Heritage Isle at Viera

Date: October 2023 - 3rd Quarter

Prepared for: Scott Brizendine

Developer: Rizzetta

Insurance agency:



Preparer:

Jason Morgan - *Campus Suite Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

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Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

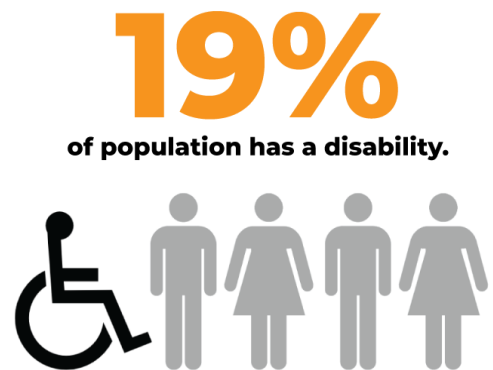
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
X	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



Sight, hearing, physical, cognitive.

The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitetools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

TAB 4

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Heritage Isle at Viera Community Development District was held on **October 24, 2023, at 10:30 a.m.** at the Brevard County Government Center, Florida Room, located at 2725 Judge Fran Jamieson Way, Viera, FL 32940.

Present and constituting a quorum:

Jay Williams	Board Supervisor, Chairman
Bob Goldstein	Board Supervisor, Vice Chairman
Kenneth Bonin	Board Supervisor, Assistant Secretary
Jon Smallegan	Board Supervisor, Assistant Secretary
Kenneth Walter	Board Supervisor, Assistant Secretary

Also present were:

Brian Mendes	District Manager, Rizzetta & Co., Inc.
Mackie Tucker	District Counsel, Kutak Rock LLP
Ana Saunders	District Engineer, BSE Consultants
Bryan Schaub	Rizzetta & Company, Inc.
Chad Folds	Landscape Company, Juniper
Susan Chapman King	Landscape Company, Juniper
Rodney	Landscape Company, Juniper
General Audience	Present

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Mendes called the meeting to order and called the roll. Quorum was established.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Willaims opened the floor to audience comments.

A member of the audience commended the CDD board for the great work they are doing. He also stated that Juniper needs to do better.

47 A member of the audience inquired about the sidewalk issues. The district manager and
48 engineer stated they have been communicating with vendors and will be getting bids
49 together. It is stated that counsel will review if bicycles are allowed on sidewalks and bridges.
50

51 A member of the audience inquired in regard to the sidewalk issues and stated if the CDD
52 can put cones to warn residents. The district manager will work with the board to get cones
53 put out in the problem area.
54

55 It is requested that district staff send E-blast to residents stating no golf carts and bicycles
56 are allowed on sidewalks. Also requested, to send an additional E-blast out to all residents
57 in regards to the district engineers sidewalk inspection.
58

59 **THIRD ORDER OF BUSINESS**

Community Updates

60
61 A. Juniper Community Update

62 Rodney from Juniper reported on the progression of the work orders. He spoke
63 on the weed control issues they are working through.
64

65 Mr. Walter commended Juniper on their performance.
66

67 Mr. Walter presented the enhancement proposal.
68

69 Mr. Folds went over renderings and recommendations with the board.
70

71 Mr. Walter asked the board to consider \$40,000 to do the enhancements on the
72 bull nose project.
73

74 Discussion between the board and district staff commenced.
75

76 Mr. Smallegan inquired on replacing trees missing in parks and Juniper stated
77 they will present proposals on this.
78

79
On Motion by Mr. Walter, seconded by Mr. Smallegan, with all in favor, the Board of
Supervisors approved tree replacements not to exceed the price of \$20,000, for
Heritage Isle at Viera Community Development District.

On Motion by Mr. Walter, seconded by Mr. Williams, with all in favor, the Board of
Supervisors approved bull nose project not to exceed the price of \$40,000, for Heritage
Isle at Viera Community Development District.

80
81 B. Bryan Schaub Landscape Inspection Report

82 Mr. Schaub presented the inspection report.
83

84 Mr. Walter made comments to the public on how the report works.
85

86 Mr. Williams opened the RFP discussion amongst the board.

87
88 Mr. Schaub touched on the RFP process, went over the bid standards, and
89 presented the bids from Juniper and Down to Earth.

90
91 Mr. Smallegan commented on the staff portion of the bid and Juniper addressed
92 this inquiry.

93
94 Down to Earth presented their bid.

95
96 Mr. Goldstein inquired if there is anything to add outside the current bid. There
97 was nothing to add.

98
99 Mr. Walter commented that the bid was generic and missing some key points.

100
101 Mr. Goldstein inquired about why more bids weren't received. He also stated that
102 they are having major issues with Heida.

103
104 Mr. Mendes and Mr. Schaub responded to Mr. Goldstein's inquires.

105
106 Also, Juniper responded to Mr. Goldstein's inquires.

107
108 Mr. Walter outlined the Juniper proposal.

109

On Motion by Mr. Williams, seconded by Mr. Smallegan, with a majority vote (4-1), Supervisor Goldstein opposed, the Board of Supervisors awarded the Juniper the RFP contract, for Heritage Isle at Viera Community Development District.

110
111 C. Monthly Report Update by Supervisor Ken Walter
112 Mr. Walter presented his report to the board and touched on FPL issues.

113
114 D. Solitude Pond Maintenance Update
115 Mr. Taylor from Solitude presented the board with an update.

116
117 Mr. Williams and Mr. Goldstein commented on the issues had with the ponds in
118 the last meeting.

119
120 Mr. Walter inquired about the primrose willow issue. He stated he was not
121 satisfied with this.

122
123 Mr. Bonin reported that this is growing along wiccom.

124
125 The board inquired on monthly reports/quarterly reports to send out to residents
126 from the aquatic company.

127

128 Lake Doctors presented there bid of \$47,500.

129
130 The board inquired about their services and the Lake Doctors respond to these
131 inquiries.

132
133 The Lake Doctors are to coordinate with the district management on proposal
134 packets to send to the board.

135
136 Aquagenix presented there bid to the board of supervisors and they inquired
137 about some of there items.

138
139 E. Blown Away Update
140 Alejandra from Blown Away presented updates to the board.

141
142 She briefed the board on current projects were on track with schedules.

143
144 She noted on drainage that is clogged and will provide the board with the location.
145 She proposed an annual drainage cleaning to the board.

146
147 F. Field Services Report by HP Home Solutions
148 Mr. Pastrana presented report to the board.

149
150 He touched on incoming projects, park bench, dog station, and pond signs.

151
152 The board of supervisors inquired if HP could provide a spot cleaning pressure
153 wash service. District Management will gather proposals for spot cleaning.

154
155 It is requested to the board to inspect the grinding of the immediate sidewalk and
156 to gather proposals.

157
158 **FOURTH ORDER OF BUSINESS** **Staff Reports**

159
160 A. District Counsel
161 No report.

162
163 B. District Engineer
164 Ms. Saunders reported issue with the Estad vendor.

165

On Motion by Mr. Goldstein, seconded by Mr. Walter, with all in favor, the Board of Supervisors approved Estad payment, for Heritage Isle at Viera Community Development District.
--

166
167 C. District Manager
168 Mr. Mendes briefs the board on work completed since the last meeting.

169

170 **FIFTH ORDER OF BUSINESS** **Consideration of the Minutes of**
171 **the Board of Supervisors'**
172 **Meeting held on August 22, 2023**
173

174 Mr. Willaims presented the meeting minutes from the Board of Supervisors meeting held on
175 August 22, 2023 and asks if there are any requests to change. There were none.
176

On Motion by Mr. Smallegan, seconded by Mr. Bonin, with all in favor, the Board of Supervisors approved the Board of Supervisor Regular Meeting minutes held August 22, 2023, for Heritage Isle at Viera Community Development District.

177 **SIXTH ORDER OF BUSINESS** **Ratification of Operation and**
178 **Maintenance Expenditures for**
179 **July and August 2023**
180

181 Mr. Williams presented the Operation and Maintenance Expenditures for July and August
182 of 2023 and asked if there were any comments. There were none.
183
184

On Motion by Mr. Williams, seconded by Mr. Smallegan, with all in favor, the Board of ratified Operation and Maintenance Expenditures for July 2023 (\$50,482.02) and August 2023 (\$89,238.77) for Heritage Isle at Viera Community Development District.

185 **SEVENTH ORDER OF BUSINESS** **Consideration of Landscape RFP**
186 **Company**
187
188

189 Agenda item was touched on by the board earlier in the meeting.
190

191 **EIGHTH ORDER OF BUSINESS** **Ratification of Egis FY 23/24**
192 **Insurance Policy**
193

194 Mr. Williams presented the Egis FY 23/24 Insurance Policy Proposal and asked if there were
195 any questions. There were none.
196

On Motion by Mr. Williams, seconded by Mr. Bonin, with all in favor, the Board of Supervisors ratified the Egis FY 23/24 Insurance proposal, for Heritage Isle at Viera Community Development District.

197 **NINTH ORDER OF BUSINESS** **Consideration of Aquatic**
198 **Inspection Services Proposal(s)**
199
200

201 Agenda item tabled by the board.
202

203 **TENTH ORDER OF BUSINESS** **Consideration of Pond**
204 **Maintenance Proposal(s)**
205 **(Under Separate Cover)**

206 Mr. Williams presented the pond maintenance proposal and asked if there were any
207 questions. The board of supervisors call for a motion to terminate solitude.
208

On Motion by Mr. Goldstein, seconded by Mr. Walter, with all in favor, the Board of Supervisors terminate solitude after 30 days have passed, for Heritage Isle at Viera Community Development District.

209
On Motion by Mr. Goldstein, seconded by Mr. Walter, with all in favor, the Board of Supervisors awarded Aquagenix with new pond maintenance contract, for Heritage Isle at Viera Community Development District.

210
211 **ELEVENTH ORDER OF BUSINESS** **Consideration of Sidewalk**
212 **Proposal(s)**
213 **(Under Separate Cover)**
214

215 Agenda item was discussed earlier in the meeting.

216
217 **TWELFTH ORDER OF BUSINESS** **Consideration of Resolution**
218 **2024-01, Redesignating the**
219 **Assistant Secretary**
220

221 Mr. Williams presented Resolution 2024-01 and asked if there were any questions. There
222 were none.
223

On Motion by Mr. Bonin, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors approved Resolution 2024-01; Redesignating the Assistant Secretary, for Heritage Isle at Viera Community Development District.

224
225 **THIRTEENTH ORDER OF BUSINESS** **Supervisor Requests and**
226 **Comments**
227

On Motion by Mr. Williams, seconded by Mr. Goldstein, the Board of Supervisors, with all in favor, approved allowing company to label storm drain stickers, for Heritage Isle at Viera Community Development District.

228
229 **FOURTEENTH ORDER OF BUSINESS** **Adjournment**
230

On Motion by Mr. Williams, seconded by Mr. Walter, the Board of Supervisors, with all in favor, adjourned the meeting at 3:17 p.m., for Heritage Isle at Viera Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

TAB 5

November 7, 2023

Board of Supervisors
Heritage Isle at Viera Community Development District
3434 Colwell Ave., Suite 200
Tampa, FL 33614

The following represents our understanding of the services we will provide *Heritage Isle at Viera Community Development District*.

You have requested that we audit the governmental activities, each major fund, and the aggregate remaining fund information of *Heritage Isle at Viera Community Development District*, as of September 30, 2023, and for the year then ended and the related notes, which collectively comprise *Heritage Isle at Viera Community Development District's* basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with Government Auditing Standards, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and in accordance with *Government Auditing Standards*, and Chapter 10.550, *Rules of the Auditor General*. As part of an audit in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, *Rules of the Auditor General*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of *Heritage Isle at Viera Community Development District's* compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of the audit, we will assist preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have accepted responsibility for them.

Nonattest Services

With respect to any nonattest services we perform, such as drafting the financial statements, we will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist management of the District in performing its responsibilities.

The District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards, including Government Auditing Standards
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of the preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Reporting

We will issue a written report upon completion of our audit of *Heritage Isle at Viera Community Development District's* basic financial statements. Our report will be addressed to the governing body of *Heritage Isle at Viera Community Development District*. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on the District's compliance with the requirements of Section 218.415, Florida Statutes upon completion of our audit.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit in January 2024 and the audit reports and all corresponding reports will be issued no later than April 15, 2024.

Tamara Campbell is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising McDirmit Davis, LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services described in this letter will be \$3,800 for the year ended September 30, 2023 inclusive of all costs and out-of-pocket expenses, unless the scope of the engagement is changed; the assistance that *Heritage Isle at Viera Community Development District* has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding.

Our invoices for fees shall be rendered upon completion of the work, shall provide sufficient detail to demonstrate that fees charged are solely for the specified services as actually rendered and shall demonstrate compliance with the terms of this agreement.

This Agreement provides for the agreement period of one (1) year, unless terminated earlier in accordance with this Agreement. This agreement may be renewed for one additional year subject to the mutual agreement by both parties to the terms and fees for such renewal. The District agrees that Auditor may terminate this Agreement with or without cause by providing sixty (60) 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. Auditor agrees that the District may terminate this Agreement immediately with cause. Auditor further agrees that the District may terminate this Agreement by providing thirty (30) days' written notice of termination to Auditor. Upon any termination of this Agreement, Auditor shall be entitled to payment for all work and/or services rendered up until the effective termination date, subject to whatever claims or off-sets the District may have against Auditor.

Whenever possible, we will attempt to use *Heritage Isle at Viera Community Development District's* personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Public Records

Auditor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and. Accordingly, Auditor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Auditor acknowledges that the designated public records custodian for the District is Rizzetta ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Auditor 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 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 Auditor 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 Auditor'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 Auditor, Auditor 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 AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 407-472-2471, RHERNANDEZ@RIZZETTA.COM, OR AT 8529 SOUTH PARK CIRCLE SUITE 330, ORLANDO, FL 32819.

At the conclusion of our audit engagement, we will communicate to the Board of Supervisors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of McDirmit Davis, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities, pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of McDirmit Davis, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

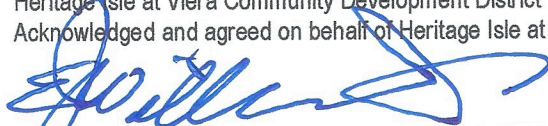
Respectfully,

McDirmit Davis

McDirmit Davis, LLC
Orlando, FL

RESPONSE:

This letter correctly sets forth our understanding.
Heritage Isle at Viera Community Development District
Acknowledged and agreed on behalf of Heritage Isle at Viera Community Development District by:



Title: MEMBER OF THE BOARD OF SUPERVISORS

TAB 6

AGREEMENT BETWEEN HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT AND JUNIPER LANDSCAPING OF FLORIDA, LLC FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of _____ 2023, by and between:

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Brevard County, Florida, and having offices at c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 (“District”); and

JUNIPER LANDSCAPING OF FLORIDA, LLC, a Florida limited liability company, with an address of 285 East Oak Ridge Road, Orlando, Florida 32809 (“Contractor”).

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 landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that 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 Contractor have agreed upon:

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

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A (“Work”)**, for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B (“Landscape Maintenance Area”)**, both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in Contractor’s fee summary attached hereto as **Exhibit C (“Fee Summary”)** and incorporated herein by this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. Acceptance of Site. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or

death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon 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 the Contractor's failure to perform the Work 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.

C. *Manner of Contractor's Performance.* The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined 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 all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

D. *Discipline, Employment, Uniforms.* Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

E. *Rain Days.* In the event that time is lost due to heavy rains ("**Rain Days**"), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

F. *Protection of Property.* Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

G. *District Representative; Reporting.* The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative 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 Contractor's services, including the Work.

i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

iii. Contractor agrees to meet with the District's representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

H. Deficiencies. Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

I. Compliance with Laws. The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

J. Safety. Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

K. Environmental Activities. The Contractor agrees to use best management practices, consistent with presently accepted 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.

L. Payment of Taxes; Procurement of Licenses and Permits. Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees

therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

M. *Subcontractors.* Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

N. *Independent Contractor Status.* In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of 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. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and 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.

3. COMPENSATION; TERM.

A. *Term.* The term of this Agreement shall be from July 1, 2023, 2022 through December 31, 2023, unless terminated earlier in accordance with the terms of this Agreement. The District shall have the option to renew this agreement for the amounts set forth on **Exhibit C** as the “First Annual Renewal” and “Second Annual Renewal.”

B. *Compensation.* As compensation for the Work, the District agrees to pay Contractor an amount not-to-exceed **Three Hundred Five Thousand Nine Hundred Sixty-Five Dollars and Sixty-Two Cents (\$305,965.62)** in accordance with the Fee Summary attached hereto as **Exhibit C**.

C. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District’s landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. 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 Work Authorization, a form of which is attached hereto as **Exhibit D**. 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 Fee Summary attached hereto as **Exhibit C**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. 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 the 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 seq., *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, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. *TERMINATION.* The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) 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 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for 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 for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. *INSURANCE.*

A. *Insurance Required.* Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. 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.

B. *Types of Insurance Coverage Required.* Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$1,000,000 per occurrence and \$1,000,000 on aggregate.

C. *Additional Insured.* 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, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) 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 and its supervisors, officers, staff, agents, employees, and representatives.

D. *Sub-Contractors.* Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. *Payment of Premiums.* The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. *Notice of Claims.* Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. *Failure to Provide Insurance.* The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

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

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

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

A. *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, 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.

B. *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 or due to oversight; 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.

C. *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.

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

E. *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.

F. *Attorneys' Fees.* In the event that either the District or 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, alternative dispute resolution, or appellate proceedings.

G. *Agreement.* This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

H. *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 Contractor.

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

J. *Notices.* All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

A. If to the District: Heritage Isle at Viera
Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor:

Juniper Landscaping of Florida, LLC
5880 Staley Road
Fort Myers, Florida 33905
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and 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.

K. *Third Party Beneficiaries.* This Agreement is solely for the benefit of the District and 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 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 Contractor and their respective Representative, successors, and assigns.

L. *Controlling Law; 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. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Brevard County, Florida.

M. *Public Records.* 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 **Melissa Dobbins** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, 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 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 Contractor, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 933-5571, 3434 COLWELL AVENUE, SUITE 200 TAMPA, FLORIDA 33614, INFO@RIZZETTA.COM.

N. *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.

O. *Arm's Length Transaction.* This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and 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.

P. *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.

Q. *Scrutinized Companies Statement.* Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

R. *E-Verify.* The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith

belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement

S. *Compliance with section 20.055, Florida Statutes.* The Contractor agrees to comply with section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

By: _____
 Secretary
 Assistant Secretary

By: _____
 Chairperson
 Vice Chairperson

WITNESS:

JUNIPER LANDSCAPING OF FLORIDA, LLC

By: _____
Its: _____

By: _____
Its: _____

- Exhibit A:** Scope of Services
- Exhibit B:** Landscape Maintenance Map
- Exhibit C:** Fee Summary
- Exhibit D:** Form of Work Authorization

Exhibit A: Scope of Services

SCOPE OF SERVICES

PART I

GENERAL LANDSCAPE MAINTENANCE

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

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

The DISTRICT requires a minimum of fifty-two (52) weekly maintenance site visits. This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida. Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine grass at a height of three (3) to three and one half (3 1/2) inches. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The Contractor must change the pattern of the mowers on an at least monthly basis, to prevent turf wear and rutting. The DISTRICT requires mowers to be equipped with a mulching type of deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise, large clumps of clippings will be collected and removed by the CONTRACTOR. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within forty-eight hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the Heritage Isle at Viera Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands plantings due to mowing/line trimming or fertilizer overspread. Weekend work is permitted, when necessary, upon prior approval.

1A) POND MOWING - All ponds identified as such on the overall Heritage Isle at Viera Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. Pond banks will be mowed and/or trimmed to water's edge. Line trimming to water's edge and line trimming of drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height. Contractor shall be careful to keep trimmings from entering water. Tracts between private residences and conservation areas shall also be mowed incorporating the same schedule and shall be mowed as closely as possible to larger plant material within the conservation area buffers without encroaching into buffers. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub, and groundcover bed lines) **MUST** be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Edging progress must be listed in the weekly report. **Chemical edging shall not be permitted anywhere on property.**

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

CONTRACTOR IS REQUESTED IN BID FORM TO PROVIDE A PER APPLICATION COST AND A STATEMENT AS TO ITS ABILITY TO PROVIDE FREEZE PROTECTION TO COLD-SENSITIVE PLANT MATERIAL TO BE IDENTIFIED BY THE CONTRACTOR. DISTRICT DOES NOT OWN ITS OWN FREEZE PROTECTION MATERIAL.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent streetlights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum clearance of ten feet (10') over sidewalks and other pedestrian walkways to fifteen feet (15') over roadways and ROW's. All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from all trees on an as-needed basis. However, during the dormant season, ALL Crape Myrtles (and other small, flowering trees) shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed.

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

Palms: All Palms, regardless of location, species or height shall receive pruning as often as necessary to appear neat and clean at all times. This includes brown and/or broken leaves and inflorescence. Removal of green or even yellowing leaves is not allowed. Leaves should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are contacting buildings or other structures or are encroaching on other non-palm plantings. Fruit, including but not limited to coconuts, and fruit/seed pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall prune all palms of over twenty (20) feet in height at least once annually and all palms of twenty (20) feet or under three (3) times annually.

4) WEEDS AND GRASSES – All groundcover and turf areas shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre and post emergent herbicides alone or as part of fertilizer mixtures. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED. NON-SELECTIVE, POST-EMERGENT HERBICIDES (Round-Up) SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) LINE TRIMMING OF THESE STRUCTURES MUST BE FACTORED IN WHEN PREPARING BID. THE FIRST OFFENSE WILL RESULT IN A WRITTEN WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND WRITTEN WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; AND THE THIRD OFFENSE MAY RESULT IN THE TERMINATION OF THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.**

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

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

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

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

8) If Contractor misses a service due to inclement weather or any other reason, he is required to make up service the same week. Saturday work is permitted after prior approval from District Representative.

PART 2
FERTILIZATION

Except as otherwise regulated by Brevard County Ordinance No. 08-08, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for Central Florida (9B) turf. **It is the Contractor's responsibility to familiarize himself with the Brevard County Ordinance and follow all requirements for timing and application of fertilizers as well as all BMP training requirements.** Copies of all training certificates shall be provided to District representative.

HIGHLIGHTS OF THE ORDINANCE:

NO APPLICATIONS OF FERTILIZERS CONTAINING NITROGEN OR PHOSPHORUS TO TURF OR LANDSCAPE PLANTS FROM JUNE 1ST THRU SEPTEMBER 30TH.

FERTILIZATION THROUGHOUT THE REMAINDER OF THE YEAR SHALL BE APPLIED AT THE LOWEST RECOMMENDED RATE ACCORDING TO THE LATEST BMP MANUAL.

FERTILIZERS APPLIED TO TURF AND LANDSCAPE PLANTS SHALL CONTAIN NO LESS THAN 50% SLOW-RELEASE NITROGEN.

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
March	Nitrogen (soluble Nitrogen) applied at 0.5 lbs. N/1000 SF
April	SRN (Slow-Release Nitrogen) applied at 1.0 lbs. N/1000 SF
May	SRN (Slow-Release Nitrogen) applied at 1.0 lbs. N/1000 SF
October	SRN (Slow-Release Nitrogen) applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests.

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

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

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

Soil test samples shall be taken by the contractor once per year to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to

avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUND COVER FERTILIZATION:

All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, May, October)
10-4-12 50%PPSCU AS 3Fe 2Mn 2Mg 10 lbs. 1000 sq. ft.

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

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients **per 100 SF of palm canopy** up to four times per year (March, May, October with an optional treatment in late fall if palms are showing signs of nutrient deficiency). 100% of the N, K & Mg **MUST** be in slow-release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer will be included in the Contract Amount but shall be billed the month after application as opposed to billed equally on a monthly basis.

CONTRACTOR shall provide the DISTRICT with a fertilizer analysis tag(s) from the fertilizer in order to verify correct formulation(s). Payment will not be made until correct quantity and formulation have been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized and shall coordinate such activities with the DISTRICT Representative so that the DISTRICT Representative has the opportunity to verify the quantity of fertilizer being delivered for application. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3 **PEST CONTROL**

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

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. At the CDD's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline and also include all palms susceptible to spiraling whitefly on an annual basis. The cost of these inoculations should be included as a separate line item in your Pest Control price, and not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly or annual injection(s) quantity to be determined by the size of the palm. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations (or one) per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.**

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

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

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

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

FIRE ANT CONTROL

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

Pest Control will be included in the Contract Amount but shall be billed the month after application as opposed to billed equally on a monthly basis.

PART 4
IRRIGATION SYSTEM MONITORING AND MAINTENANCE

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

A. Irrigation Controllers

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

B. Water Sources

1. Visual inspection of water source
2. Test automatic protection devices
3. All pump repairs and service to be handled by well/pump vendor

C. Irrigation Systems

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

D. Report

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

The DISTRICT has a shared irrigation system. The Shared Irrigation Agreement is attached.

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

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

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

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

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

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

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

PART 5
INSTALLATION OF MULCH

After prior approval by the Board of Supervisors or its assigns, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, planters & tree rings) with Pine Bark Mini-Nuggets up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches.

Contractor is responsible for all necessary clean up related to this procedure.

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

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

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

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

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

PART 6
ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately Two thousand Eighty-Five (2085) annuals in 4" pots up to four (4) times per year in designated areas noted on the service area map and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual flower to be installed pre-approved by the District or its representative in writing. An Annual Flower Options Presentation for the entire year stipulating plant options and timing for each quarterly rotation shall be submitted to the District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

Annual installation price shall include all dead-heading, necessary soil adjustments, soil additives, fungicides, and nutritional requirements **at no additional cost to District.**

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

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

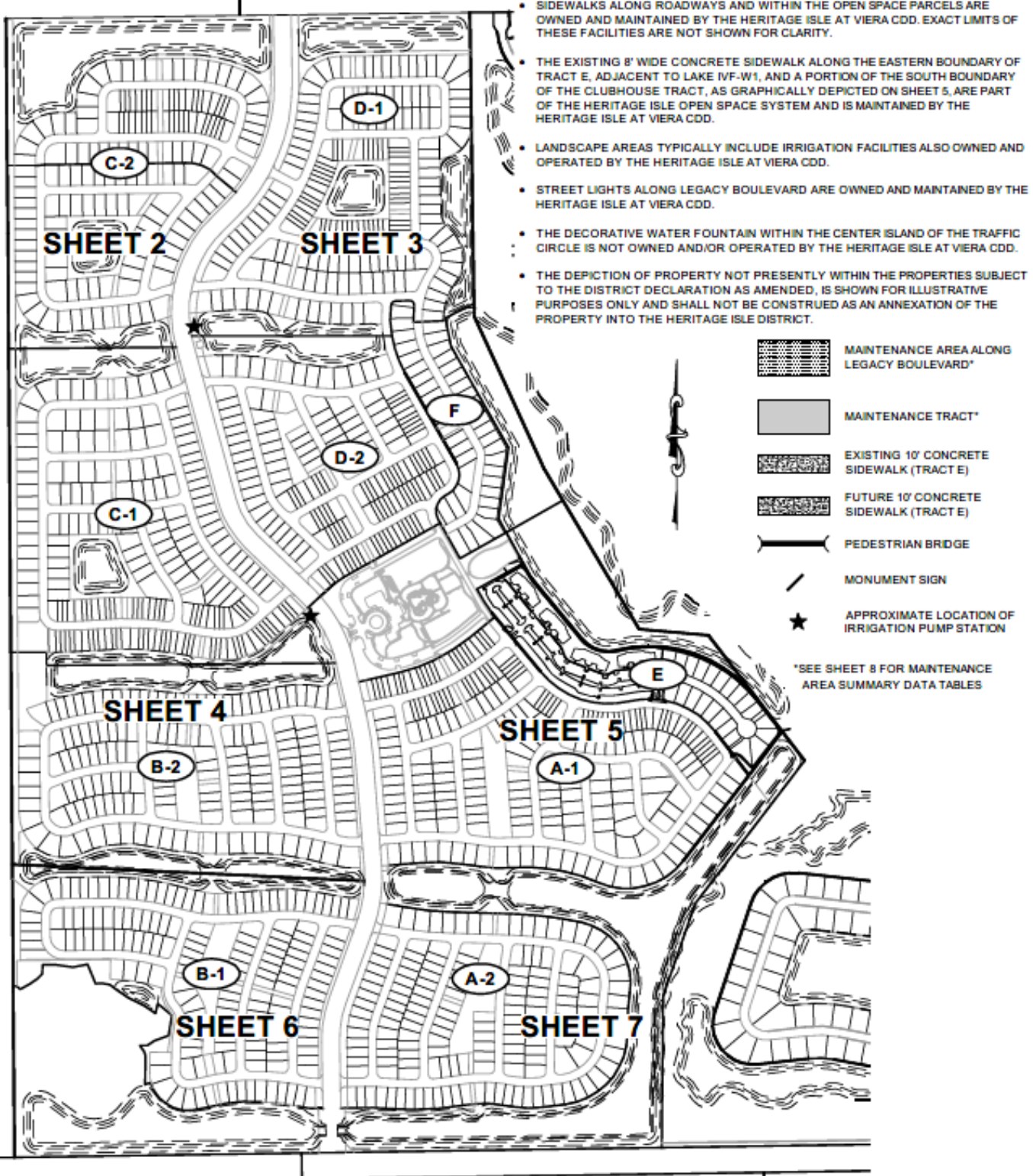
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Exhibit B: Landscape Maintenance Map

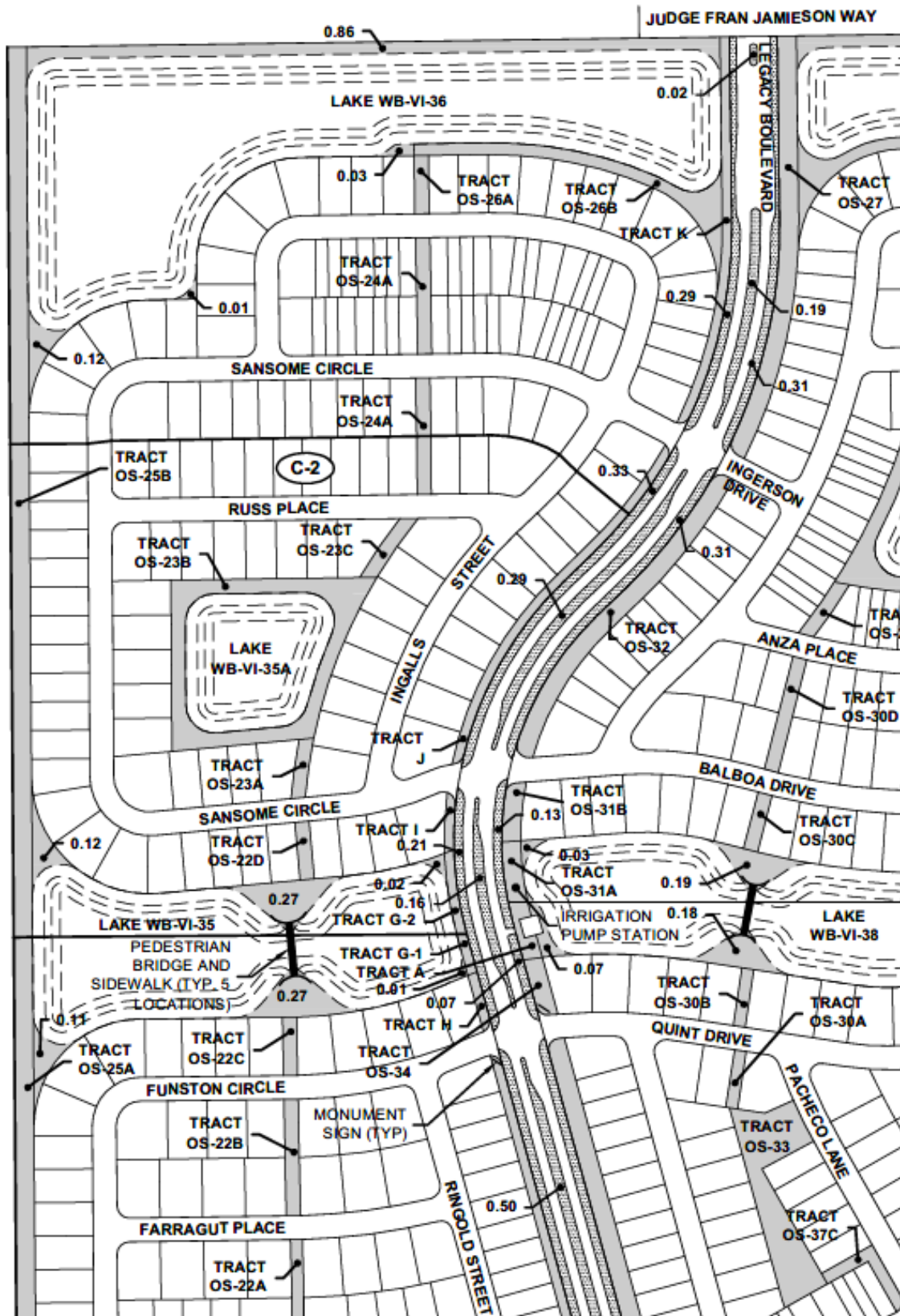
CDD LANDSCAPE, SIDEWALK, AND HARDSCAPE FACILITIES MAP

HERITAGE ISLE AT VIERA

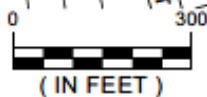
COMMUNITY DEVELOPMENT DISTRICT



- SIDEWALKS ALONG ROADWAYS AND WITHIN THE OPEN SPACE PARCELS ARE OWNED AND MAINTAINED BY THE HERITAGE ISLE AT VIERA CDD. EXACT LIMITS OF THESE FACILITIES ARE NOT SHOWN FOR CLARITY.
- THE EXISTING 8' WIDE CONCRETE SIDEWALK ALONG THE EASTERN BOUNDARY OF TRACT E, ADJACENT TO LAKE IVF-W1, AND A PORTION OF THE SOUTH BOUNDARY OF THE CLUBHOUSE TRACT, AS GRAPHICALLY DEPICTED ON SHEET 5, ARE PART OF THE HERITAGE ISLE OPEN SPACE SYSTEM AND IS MAINTAINED BY THE HERITAGE ISLE AT VIERA CDD.
- LANDSCAPE AREAS TYPICALLY INCLUDE IRRIGATION FACILITIES ALSO OWNED AND OPERATED BY THE HERITAGE ISLE AT VIERA CDD.
- STREET LIGHTS ALONG LEGACY BOULEVARD ARE OWNED AND MAINTAINED BY THE HERITAGE ISLE AT VIERA CDD.
- THE DECORATIVE WATER FOUNTAIN WITHIN THE CENTER ISLAND OF THE TRAFFIC CIRCLE IS NOT OWNED AND/OR OPERATED BY THE HERITAGE ISLE AT VIERA CDD.
- THE DEPICTION OF PROPERTY NOT PRESENTLY WITHIN THE PROPERTIES SUBJECT TO THE DISTRICT DECLARATION AS AMENDED, IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND SHALL NOT BE CONSTRUED AS AN ANNEXATION OF THE PROPERTY INTO THE HERITAGE ISLE DISTRICT.



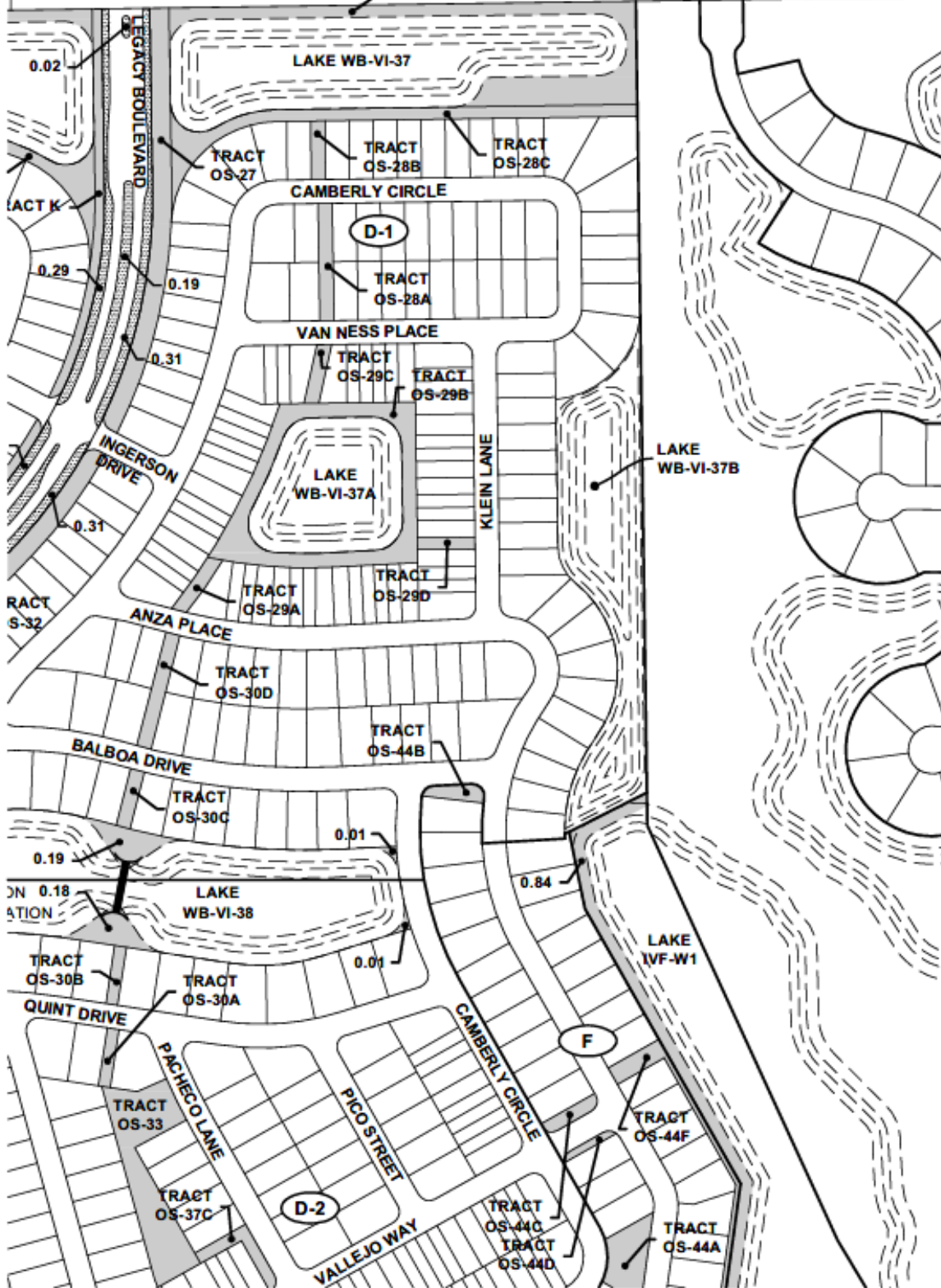
SEE SHEET 8 FOR MAINTENANCE AREA SUMMARY DATA TABLES



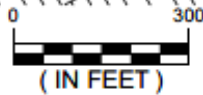
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JUDGE FRAN JAMIESON WAY

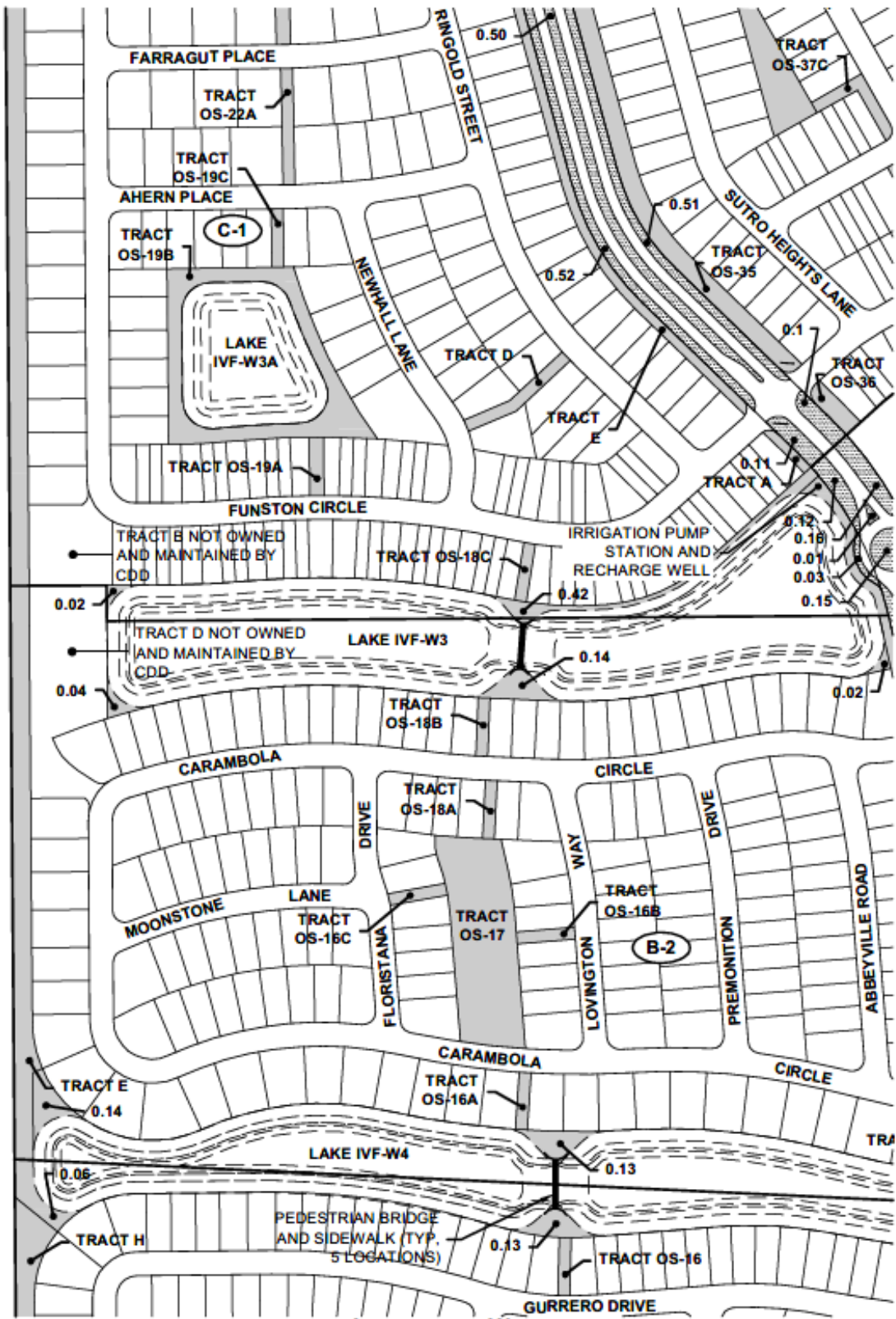
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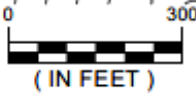
SEE SHEET 8 FOR MAINTENANCE AREA SUMMARY DATA TABLES



REVISED JUNE 2017
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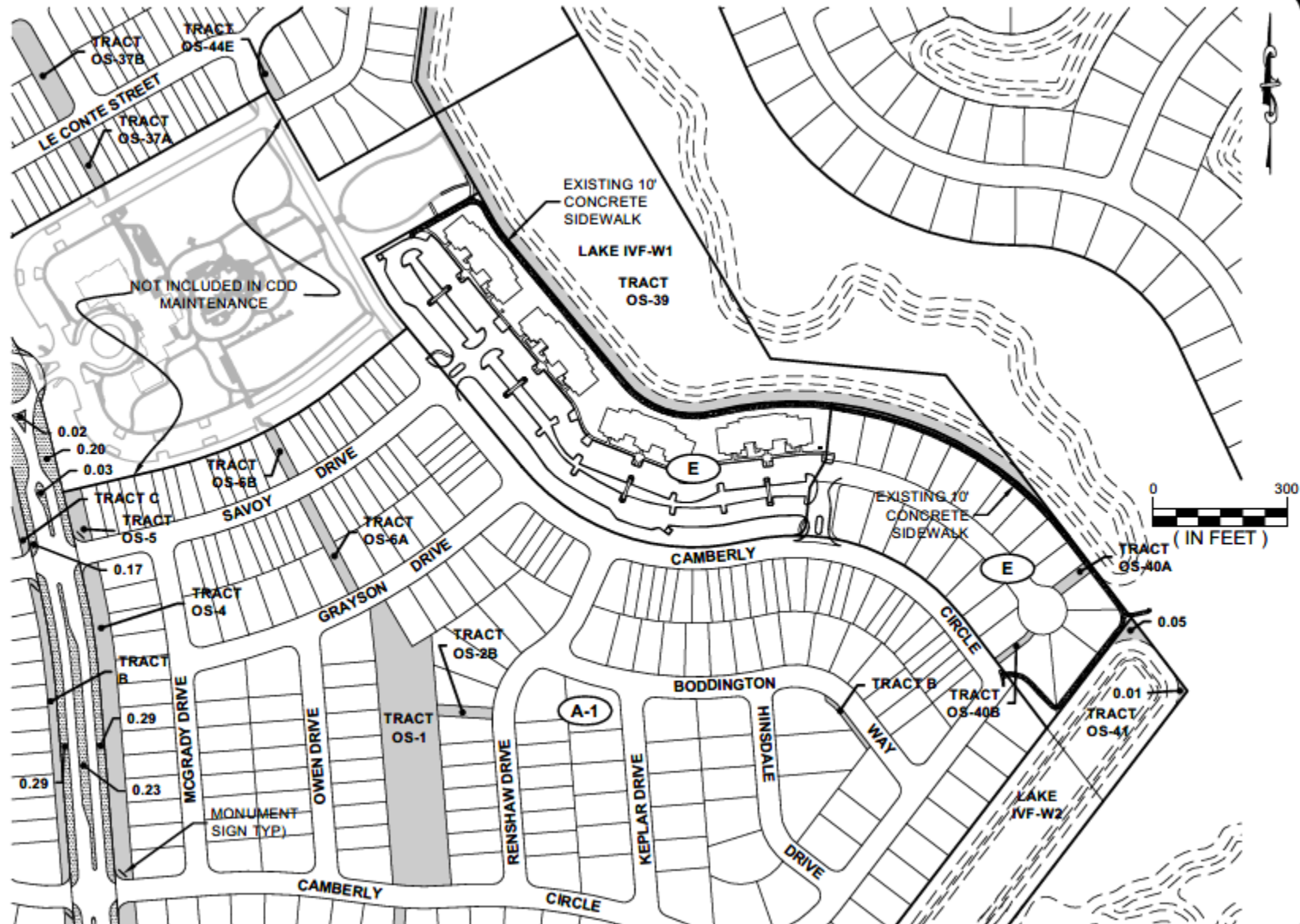


SEE SHEET 8 FOR MAINTENANCE AREA
SUMMARY DATA TABLES

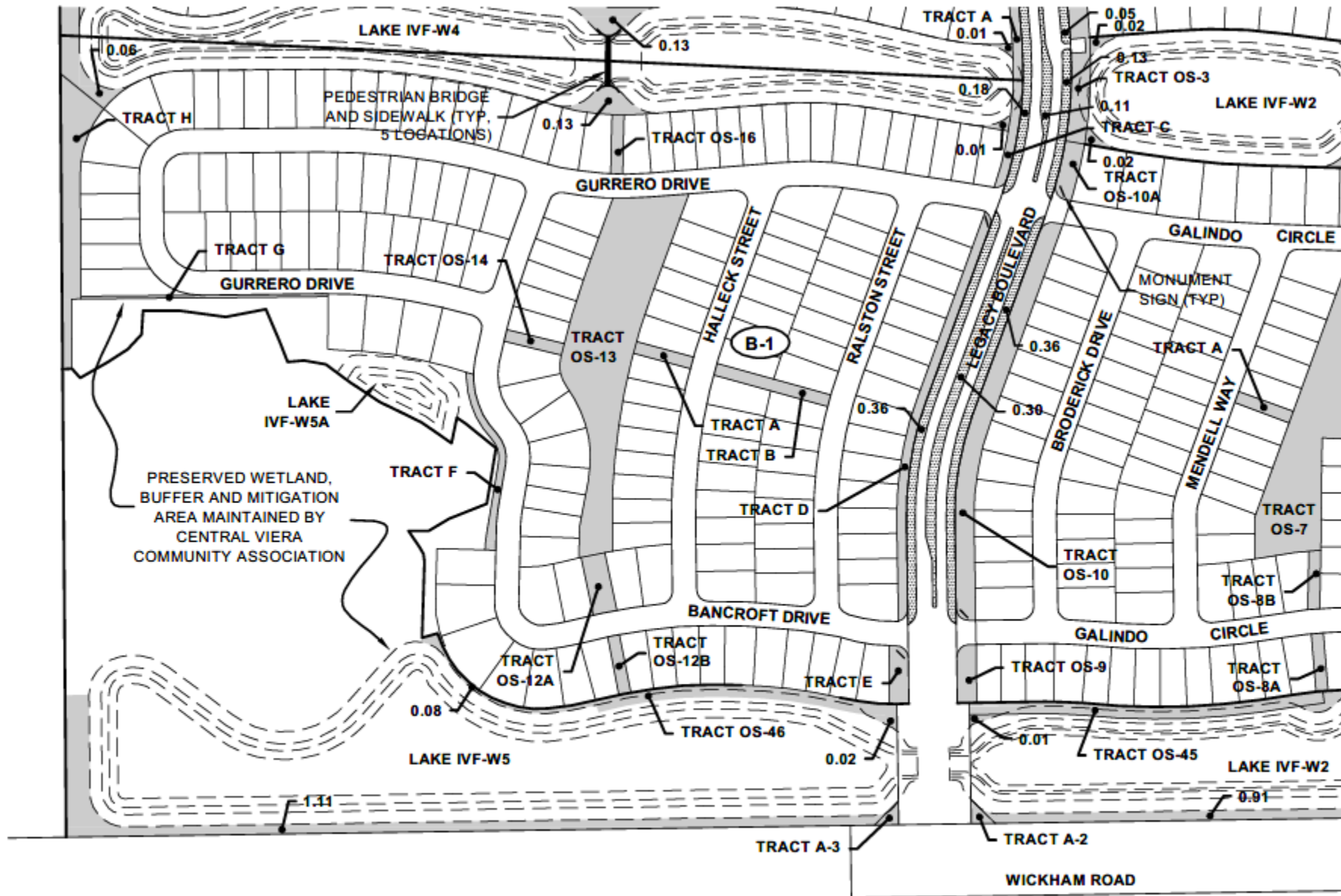


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DRAWING# 1062403215A SHEET 4 OF 8

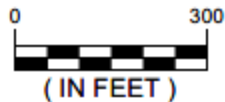
CDD LANDSCAPE, SIDEWALK, AND HARDSCAPE FACILITIES MAP



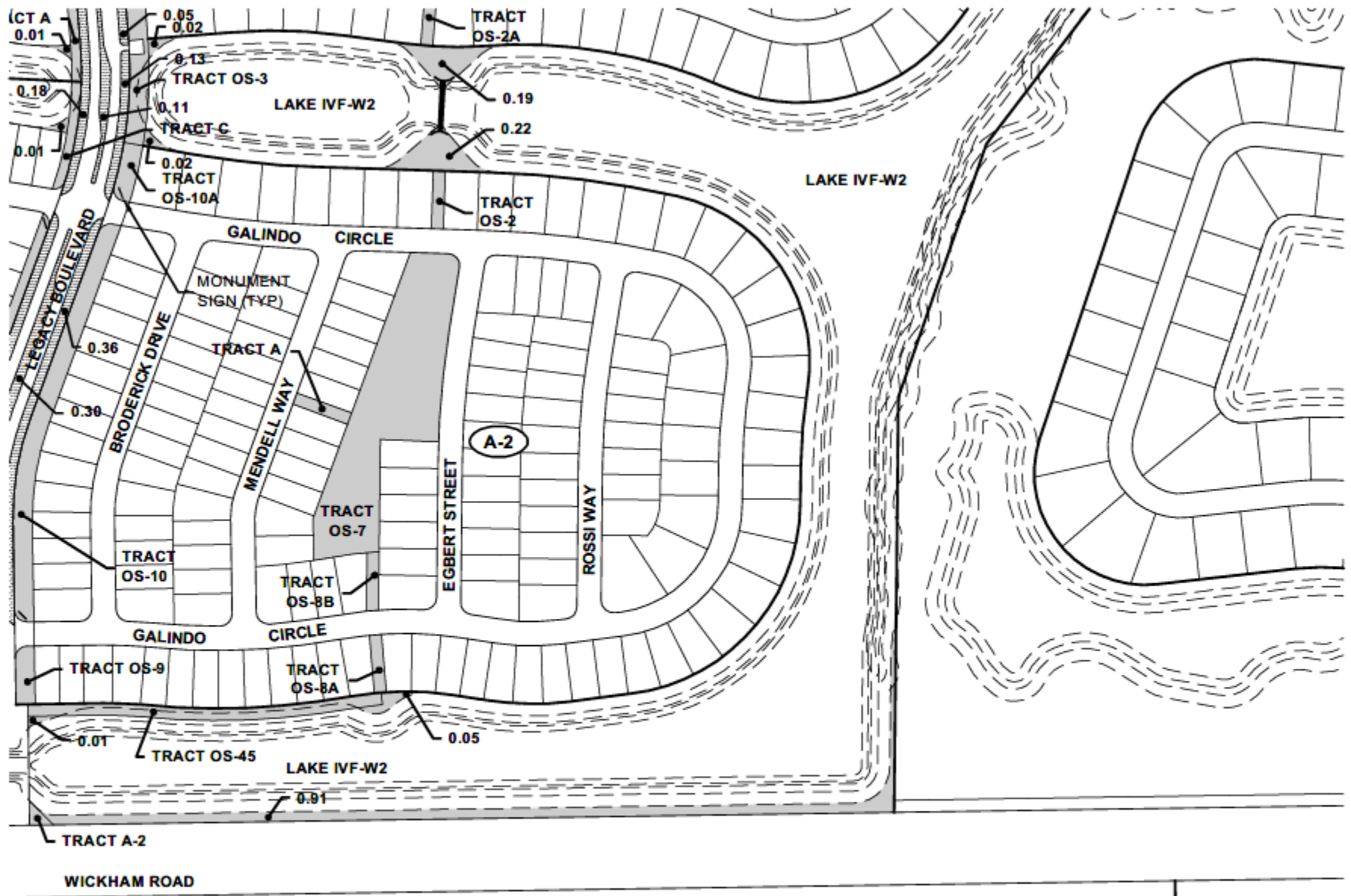
SEE SHEET 8 FOR MAINTENANCE AREA SUMMARY DATA TABLES



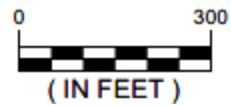
SEE SHEET 8 FOR MAINTENANCE AREA
SUMMARY DATA TABLES



REVISED SEPTEMBER 2015
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SEE SHEET 8 FOR MAINTENANCE AREA
SUMMARY DATA TABLES



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POD A-1	
TRACT ID	LANDSCAPE AREA (ACRES)
A-2	0.03
A-3	0.03
B	0.03
OS-1	1.75
OS-2A	0.07
OS-2B	0.07
OS-3	0.28
OS-4	0.65
OS-5	0.11
OS-6A	0.14
OS-6B	0.07
OS-9	0.11
OS-10	0.78
OS-10A	0.11
OS-39	0.98
OS-41	0.06
OS-45	0.42
OS-46	0.36
**	0.21
TOTAL	6.26

POD C-1	
TRACT ID	LANDSCAPE AREA (ACRES)
A	0.05
D	0.15
E	0.58
H	0.05
G-1	0.04
OS-18C	0.07
OS-19A	0.08
OS-19B	1.02
OS-19C	0.07
OS-22A	0.14
OS-22B	0.17
OS-22C	0.08
OS-25A	1.58
**	0.83
TOTAL	4.91

POD A-2	
TRACT ID	LANDSCAPE AREA (ACRES)
A	0.07
OS-2	0.07
OS-7	1.96
OS-8A	0.07
OS-8B	0.07
**	1.21
TOTAL	3.45

POD C-2	
TRACT ID	LANDSCAPE AREA (ACRES)
G-2	0.08
I	0.05
J	0.37
K	0.38
OS-22D	0.08
OS-23A	0.09
OS-23B	1.00
OS-23C	0.10
OS-24A	0.16
OS-24B	0.17
OS-25B	1.71
OS-26A	0.08
OS-26B	0.53
**	1.43
TOTAL	6.23

POD E	
TRACT ID	LANDSCAPE AREA (ACRES)
OS-40A	0.21
OS-40B	0.03
TOTAL	0.24

POD F	
TRACT ID	LANDSCAPE AREA (ACRES)
OS-44A	0.28
OS-44B	0.08
OS-44C	0.08
OS-44D	0.04
OS-44E	0.05
OS-44F	0.29
TOTAL	0.82

POD B-1	
TRACT ID	LANDSCAPE AREA (ACRES)
A	0.07
B	0.14
C	0.10
D	0.39
E	0.11
F	0.14
G	0.06
H	0.64
OS-12A	0.14
OS-12B	0.07
OS-13	1.88
OS-14	0.07
OS-16	0.06
**	1.39
TOTAL	5.26

POD D-1	
TRACT ID	LANDSCAPE AREA (ACRES)
J	0.07
K	0.38
OS-24A	0.08
OS-24B	0.17
OS-25B	0.76
OS-26A	0.08
OS-26B	0.53
OS-27	0.81
OS-28A	0.16
OS-28B	0.08
OS-28C	0.68
OS-29A	0.09
OS-29B	0.96
OS-29C	0.08
OS-29D	0.06
OS-30C	0.08
OS-30D	0.16
OS-31A	0.11
OS-31B	0.11
OS-32	0.66
**	1.36
TOTAL	7.47

POD B-2	
TRACT ID	LANDSCAPE AREA (ACRES)
A	0.09
B	0.31
C	0.11
E	1.12
OS-16A	0.07
OS-16B	0.07
OS-16C	0.07
OS-17	1.37
OS-18A	0.07
OS-18B	0.07
**	0.48
TOTAL	3.83

POD D-2	
TRACT ID	LANDSCAPE AREA (ACRES)
OS-30A	0.07
OS-30B	0.07
OS-33	0.80
OS-34	0.11
OS-35	1.11
OS-36	0.11
OS-37A	0.07
OS-37B	0.27
OS-37C	0.14
**	0.26
TOTAL	3.01

POD SUMMARY	
POD	LANDSCAPE AREA (ACRES)
A-1	6.26
A-2	3.45
B-1	5.26
B-2	3.83
C-1	4.91
C-2	6.23
D-1	7.47
D-2	3.01
E	0.24
F	0.82
LEGACY R/W	7.24
TOTAL	48.72

**AREA ALONG LAKE BANK

REVISED JUNE 2017
DRAWING# 1062403215A

SHEET 8 OF 8

Exhibit C: Fee Summary

**HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS**

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

Initial Year

PART 1

General Landscape Maintenance \$ 234,948.65 Yr. *

* Pet Station Maintenance \$ 4056.00 Yr. (include in General Landscape Maintenance amount above)

<p>- Storm Cleanup \$90.00/hr. (do not include in General Landscape Maintenance total or Grand Total)</p> <p>- Freeze Protection (description of ability) <u>Juniper can assist with freeze protection for the flowering annuals but does not provide protection for shrubbery. Freeze protection only provides protection of a few degrees in temperature.</u></p> <p>\$ /5/hr/ application (do not include in General Landscape Maintenance total or Grand Total)</p> <p>- Hand Watering (do not include in General Landscape Maintenance total or Grand Total) \$75.00/hr. for employee with hand-held hose \$200.00/hr. for water truck/tanker</p>
--

PART 2

Fertilization (All labor and materials)

\$ 27,813.37 Yr.

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

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	24-0-15 w/Barricade	57 (50 lb. Bags)	2850	\$5219.07
April	24-6-12	57 (50 lb. Bags)	2850	\$5219.07
May	Liquid Application	678,000 sf		\$5218.75
October	24-0-15	57 (50 lb. Bags)	2850	\$5219.07

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
January	20-20-20	28 (50 lb. Bags)	1400	\$2312.47
April	16-0-08	28 (50 lb. Bags)	1400	\$2312.47
October	8-02-12	28 (50 lb. Bags)	1400	\$2312.47

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
	Included with Ornamentals			

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

SPECIALTY PLANT MATERIALS				
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
	Included with Ornamentals			

PART 3

Pest Control (All labor and materials) \$ 19,209.60 Yr.
 (If all pesticide allowance is required) *

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

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

OTC Injections (All labor and materials)
 \$ NA / Yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
This is not needed due to the variety of palm on property.				

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

PART 4

Irrigation (All labor and materials)

\$ 23,994.00 /Yr.

Freeze Protection (description of ability) _____

Juniper will cover the flowering annuals with protection but we do cover plant material. Freeze protection only alters the temperature a few degrees.

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

After hours emergency service hourly rate \$ 100.00 /hr. (i.e., broken mainlines, pump & wells, etc.)

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

Additional pricing for landscape improvements and irrigation repairs not covered by the contract.

PART 5

Installation of Pine Bark Mini-Nugget Mulch (All labor and materials) \$ 97,730.00 / Yr.
(If both topdressings are performed)

(Do not include in Grand Total)

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor.

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

990 CY Pine Bark Mini-Nugget Mulch per specs for the first top-dressing at
\$ 58.00 /CY (app. April)

And

695 CY Pine Bark Mini-Nugget Mulch per specs for the second top-dressing at
\$ 58.00 /CY (app. October)

Each top-dressing shall leave all beds with a depth of 3".

The DISTRICT will bid out each mulch installation. The pricing listed will be the Contractor's pricing for these mulch installation bids for the duration of the contract unless a lower price is offered by the Contractor. Blown-in mulch will be acceptable.

PART 6

Annual Installation (All labor and materials)

Contractor shall install 2085 - (4") annuals up to four (4) times per year per specs at the direction of the District at \$2.25/annual plant.

\$ \$4691.25 /rotation

\$ 18,765.00 /Yr. (if all rotations are performed)

(Do not include in Grand Total)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor.

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

\$ 305,965.62 /Yr. (initial term)

FIRST ANNUAL RENEWAL \$ 321,264.00 /Yr.

SECOND ANNUAL RENEWAL \$ 337,327.00 /Yr.

Contractor/Firm Name Juniper Landscaping of Florida LLC

Firm Address 4415 Metro Parkway 3rd Floor

City/State/Zip Ft. Myers, Florida 33916

Phone Number 407 717-6557 Fax Number

Name and Title of Representative Susan Chapman

(Please Print)

Representative's Signature

Date 10/4/23

ADDENDA – Bidder acknowledges the receipt of Addendum Numbers.

- 1. X Received
- 2.
- 3.
- 4.
- 5.

Dated this 4th day of October, 2023.

**HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS**

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

First Renewal

PART 1

General Landscape Maintenance \$ 246,696.00 Yr. *

* Pet Station Maintenance \$ 4056.00 Yr. (include in General Landscape Maintenance amount above)

- Storm Cleanup \$90.00/hr. (do not include in General Landscape Maintenance total or Grand Total)
- Freeze Protection (description of ability) juniper will cover flowering annuals but not shrubby deas. Protection cloth only effects temperature by a few degrees.
- \$ 5/hr/application (do not include in General Landscape Maintenance total or Grand Total)
- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)
\$ 75.00/hr. for employee with hand-held hose
\$ 200.0/hr. for water truck/tanker

PART 2

Fertilization (All labor and materials)

\$ 29,204.00 Yr.

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

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	24-0-15w/Barricade	57 (50 lb. Bags)	2850	\$5480.75
April	24-6-12	57 (50 lb. Bags)	2850	\$5480.75
May	Liquid Application			\$5480.75
October	24-0-15	57 (50 lb Bags)	2850	\$5480.75

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
January	20-20-20	28 (50 lb. Bags)	1400	\$2427.00
April	16-0-08	28 (50 lb. Bags)	1400	\$2427.00
October	8-02-12	28 (50 lb. Bags)	1400	\$2427.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
	Included in Ornaments			

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

SPECIALTY PLANT MATERIALS				
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
	Included in Ornaments			

PART 3

Pest Control (All labor and materials) \$ \$20,169.00 Yr.

(If all pesticide allowance is required) *

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

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

OTC Injections (All labor and materials)

\$ NA / Yr. (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Not necessary due to variety of palms				

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

PART 4

Irrigation (All labor and materials)

\$ 25,195.00 /Yr.

<p>Freeze Protection (description of ability) _____ Juniper will cover flowering annuals but does not cover any plant material. Freeze protection only effects the temperature by a few degrees.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>\$75/hr /application (do not include in Irrigation Total or Grand Total)</p> <p>After hours emergency service hourly rate \$ 100.00 /hr. (i.e., broken mainlines, pump & wells, etc.)</p> <p>Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.</p> <p>Landscape enhancement improvements and irrigation repairs not covered under the contract would be additional charges.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

PART 5

**Installation of Pine Bark Mini-Nugget Mulch (All labor and materials) \$ 104,470.00 / Yr.
(If both topdressings are performed)**

(Do not include in Grand Total)

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor.

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

990 CY Pine Bark Mini-Nugget Mulch per specs for the first top-dressing at
\$ 61.00 /CY (app. April)

And

695 CY Pine Bark Mini-Nugget Mulch per specs for the second top-dressing at
\$ 61.00 /CY (app. October)

Each top-dressing shall leave all beds with a depth of 3".

The DISTRICT will bid out each mulch installation. The pricing listed will be the Contractor's pricing for these mulch installation bids for the duration of the contract unless a lower price is offered by the Contractor. Blown-in mulch will be acceptable.

PART 6

Annual Installation (All labor and materials)

Contractor shall install 2085 - (4") annuals up to four (4) times per year per specs at the direction of the District at \$2.36 /annual plant.

\$ 4920.60 /rotation

\$ 19,682.40 /Yr. (if all rotations are performed)

(Do not include in Grand Total)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor.

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

\$ 305,965.32 /Yr. (initial term)

FIRST ANNUAL RENEWAL \$ 321,264.00 /Yr.

SECOND ANNUAL RENEWAL \$ 337,327.00 /Yr.

Contractor/Firm Name Juniper Landscaping of Florida LLC

Firm Address 4415 Metro Parkway Third Floor

City/State/Zip Ft. Myers, Florida 33916

Phone Number 407 717-6557 Fax Number

Name and Title of Representative Susan Chapman, Client Relations Manager

(Please Print)

Representative's Signature

Date 10/4/23

ADDENDA – Bidder acknowledges the receipt of Addendum Numbers.

- 2. 1. X received 2. 3. 4. 5.

Dated this 4th day of October, 2023.

**HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS**

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

Second Renewal

PART 1

General Landscape Maintenance **\$ 259,030.00** Yr. *

* Pet Station Maintenance \$ 4056.00 Yr. (include in General Landscape Maintenance amount above)

- Storm Cleanup \$ 90.00/hr. (do not include in General Landscape Maintenance total or Grand Total)

- Freeze Protection (description of ability) _____
Juniper will protect flowering annuals but not shrubbery beds. Freeze protection only alters the temperature a few degrees.

- \$ /b/hr/application (do not include in General Landscape Maintenance total or Grand Total)

- Hand Watering (do not include in General Landscape Maintenance total or Grand Total)
\$ 70.00/hr. for employee with hand-held hose
\$ 200.00/hr. for water truck/tanker

PART 2

Fertilization (All labor and materials)

\$ 30,664.00 Yr.

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

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	24-0-15 w/Barricade	57 (50 lb. Bags)	2850	\$5755.00
April	24-6-12	57 (50 lb. Bags)	2850	\$5755.00
May	Liquid Application	678,000 sf		\$5755.00
October	24-0-15	57 (50 lb. Bags)	2850	\$5755.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
January	20-20-20	28 (50 lb. Bags)	1400	\$2548.00
April	16-0-08	28 (50 lb. Bags)	1400	\$2548.00
October	8-02-12	28 (50 lb. Bags)	1400	\$2548.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
	Included with Ornamentals			

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

SPECIALTY PLANT MATERIALS				
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
	Included with Ornamentals			

PART 3

Pest Control (All labor and materials) § 21,177.00 Yr.
 (If all pesticide allowance is required) *

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

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

OTC Injections (All labor and materials)

§ NA / Yr. (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Not included due to variety of palms				

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

PART 4

Irrigation (All labor and materials)

\$ 26,456.00 /Yr.

Freeze Protection (description of ability)

Juniper will cover flowering annuals for protections but will not cover shrubbery beds. Freeze protection only alters the temperature a few degrees.

\$75.00 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ 100.00 /hr. (i.e., broken mainlines, pump & wells, etc.)

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

Landscape enhancements and irrigation repairs not included in the contract will be additional services.

PART 5

**Installation of Pine Bark Mini-Nugget Mulch (All labor and materials) \$ 109,525.00 / Yr.
(If both topdressings are performed)**

(Do not include in Grand Total)

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor.

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

990 CY Pine Bark Mini-Nugget Mulch per specs for the first top-dressing at
\$ 64.00 /CY (app. April)

And

895 CY Pine Bark Mini-Nugget Mulch per specs for the second top-dressing at
\$ 64.00 /CY (app. October)

Each top-dressing shall leave all beds with a depth of 3".

The DISTRICT will bid out each mulch installation. The pricing listed will be the Contractor's pricing for these mulch installation bids for the duration of the contract unless a lower price is offered by the Contractor. Blown-in mulch will be acceptable.

PART 6

Annual Installation (All labor and materials)

Contractor shall install 2085 - (4") annuals up to four (4) times per year per specs at the direction of the District at \$ 2.48 /annual plant.

\$ 5170.80 /rotation

\$ 20,683.20 /Yr. (if all rotations are performed)

(Do not include in Grand Total)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor.

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

\$ 305,965.62 /Yr. (initial term)

FIRST ANNUAL RENEWAL \$ 321,264.00 /Yr.

SECOND ANNUAL RENEWAL \$ 337,327.00 /Yr.

Contractor/Firm Name Juniper Landscaping of Florida LLC

Firm Address 4415 Metro Parkway 3rd Floor

City/State/Zip Ft. Myers, Florida 33916

Phone Number 407 717-6557 Fax Number _____

Name and Title of Representative Susan Chapman, Client Relations Manager

(Please Print)

Representative's Signature _____

Date 10/4/23

ADDENDA – Bidder acknowledges the receipt of Addendum Numbers.

3. 1. X Received 2. _____ 3. _____ 4. _____ 5. _____

Dated this 4th day of October, 2023.

Exhibit D: Form of Work Authorization

**WORK AUTHORIZATION NUMBER _____
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION (“Work Authorization”), dated _____, ____ 202__, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Agreement*, effective _____, 2023 (the “**Agreement**”), by and between:

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Brevard County, Florida, and having offices at c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614(“District”); and

JUNIPER LANDSCAPING OF FLORIDA, LLC, a Florida limited liability company, with an address of 285 East Oak Ridge Road, Orlando, Florida 32809 (“Contractor”).

SECTION 1. SCOPE OF SERVICES. in addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide additional _____ services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “**Additional Services**”). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor _____ Dollars (\$ _____). Contractor shall invoice the District for Additional Services upon completion of the same and the District shall pay Contractor in accordance with the terms of the Agreement.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remains in full force and effect.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**HERITAGE ISLE AT VIERA COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
 Secretary
 Assistant Secretary

By: _____
 Chairperson
 Vice Chairperson

JUNIPER LANDSCAPING OF FLORIDA, LLC

By: _____
Its: _____

Exhibit A Proposal for Additional Services