

**HARMONY
COMMUNITY DEVELOPMENT DISTRICT**

**February 24, 2022
AGENDA PACKAGE**

**Jones Homes
3285 Songbird Circle, St. Cloud FL 34773**

The CDC COVID-19 Guidelines recommend that all people wear face masks while in enclosed public places.

Social distancing measures will be enforced, and masks are required to attend the Harmony CDD meetings until otherwise advised.

Remote participation options will continue to be provided for telephonic public attendance via:

Zoom: <https://zoom.us/j/4276669233>

Call-in: 929-205-6099 Meeting ID: 4276669233#

Access Code: 4276669233 ("Harmony CDD")



210 N. UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FLORIDA 33071

Harmony Community Development District

Teresa Kramer, Chair
 Daniel Leet, Vice Chair
 Steve Berube, Assistant Secretary
 Kerul Kassel, Assistant Secretary
 Mike Scarborough, Assistant Secretary



Angel Montagna, District Manager
 Timothy Qualls, Esq. District Counsel
 David Hamstra, PE District Engineer
 Vincent Morrell, Field Manager
 Brett Perez, Area Field Director

February 17, 2022

Board of Supervisors
 Harmony Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harmony Community Development District will be held Thursday, February 24, 2022 at 6:00 p.m. at 3285 Songbird Circle, St. Cloud FL 34773 and via Zoom: <https://zoom.us/j/4276669233>

Meeting ID: 427 666 9233 Call-in: 929 205 6099#

Following is the advance agenda for the meeting:

1. **Roll Call**
2. **Audience Comments** (Limited to a Maximum of 3 Minutes)
3. **Contractors' Reports**
 - A. Servello Landscape Solutions
4. **New Business**
 - A. Discussion Regarding Tract B - 1
5. **Consent Agenda**
 - A. **Approval of January 31, 2022 –Regular Monthly Meeting Minutes**
 - B. **Financial Statements for January 31, 2022**
 - C. **Approval of #263 Invoices and Check Register**
(Invoices Available Upon Request)
6. **District Manager**
 - A. District Manager Report
7. **Staff Reports**
 - A. **District Engineer**
 - i. District Engineer Report
 - ii. Pegasus Change Order #1
 - B. **District Counsel**
 - i. District Counsel Report
 - ii. Blair and Bowman Agreement
 - iii. District Enforcement of Rules
 - C. **Field Manager**
 - i. Field Manager's Report
 - ii. Landscape RFP Scope of Services
 - iii. Sycamore Treatment Proposal
 - iv. Rear Swale Repair Proposal
8. **New Business**
9. **Supervisors' Requests**
10. **Adjournment**

I look forward to speaking with you at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,
Angel Montagna
 Angel Montagna
 District Manager

Fifth Order of Business

5A

{ Minutes }

Markup Review Version
Delivered Under [Separate Cover](#)

5B

TO: Board of Supervisors, Harmony CDD
FROM: Samantha Smith, Accountant
CC: Angel Montagna, District Manager
DATE: February 15, 2022
SUBJECT: January 2022 Financials

Please find the attached January 2022 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the annual budget and for expenditures to be at or below the annual budget. To assist with your review, an overview is provided below. Should you have any questions or require additional information, please contact me at Samantha.Smith@Inframark.com.

General Fund

- Total Revenue through January is approximately 74% of the annual budget.
 - Non Ad Valorem Assessment collections are at 74%.
 - Sale of Surplus Equipment - Includes sale of old cell phones (\$2,171).
 - Other Miscellaneous Revenues - Includes sales tax collection allowance, and payment for Ashley Park damage.
 - Garden Lot - Includes lease payments for garden lot.

- Total Expenditures through January are at 35% of the annual budget.
 - ▶ Administrative
 - P/R-Board of Supervisors - Includes payroll for meetings through December.
 - ProfServ-Engineering - Pegasus Engineering services thru Nov 2021 for project no. MSC-22055 and Aug 2021 services, paid in Jan 2022.
 - ProfServ-Legal Services - Young Qualls, PA general counsel.
 - ProfServ-Management Consulting - Contract with Inframark.
 - ProfServ-Recording Secretary - Inframark provides near verbatim minutes.
 - ProfServ-Special Assessment - Assessment roll services.
 - Postage and Freight - FedEx services, postage reimbursements to Inframark and survey mailing.
 - Insurance-General Liability - Egis Insurance Advisors provides auto, general liability, inland marine and property insurance.
 - Printing and Binding - Printing/copy charges (November charge will be credited on future invoice).
 - Misc.-Contingency - Includes Inframark management services and ancillary costs.
 - ▶ Field
 - ProfServ-Field Management - Contract with Inframark.
 - Trailer Rental - Includes monthly rental of 1 container and 1 office trailer.
 - ▶ Landscaping Services
 - Contracts-Mulch - Contract with Servello Services.
 - Contracts-Irrigation - Contract with Servello Services.
 - Contracts-Landscape - Contract with Servello Services.
 - Contracts-Shrub/Ground Cover - Contract with Servello Services.
 - R&M Irrigation - Includes various irrigation supplies and repairs by Servello Services.
 - R&M-Trees and Trimming - Includes Oct 2021 tree trimming project by Servello & Sons.
 - Miscellaneous Services - Includes Oct 2021 landscape maintenance by Servello & Sons.
 - ▶ Utilities
 - Electricity-General - Services provided by OUC.
 - Electricity-Streetlighting - Services provided by OUC.
 - Utility-Water & Sewer - Services provided by TOHO.
 - ▶ Operation & Maintenance
 - Utility-Refuse Removal - Services provided by Waste Connections of FL.
 - R&M-Ponds - Includes December purchase of chemicals from Nutrien Ag Solutions .
 - R&M-Pools - Includes control leases for Ashley Park and splash pad, permits, chemicals.
 - R&M-Sidewalks - Includes Oct 2021 crosswalks & curbs installation by K & D Concrete.
 - R&M-Equipment Boats - Includes purchase of boating supplies and annual service by Advanced Marine.
 - R&M-Parks & Facilities - Various supplies and repairs, including bench pads at dog park and repairing sinking pavers.
 - R&M-Garden Lot - Includes garden yard signs and tree trimming.
 - Misc.-Security Enhancements - Includes internet service and ancillary costs. Also includes programmed ID cards, purchased Oct 2021.
 - Reserve-Renewal & Replacement - Includes replacement of decking and railing, repair of erosion, installation of geogrid, new dog park fence and gate, reserve study, and tow boat repairs.
 - ▶ Debt Service
 - Principal Debt Retirement - Principal portion of VC10 debt service assessment to be transferred from the general fund to the series 2015 debt service fund in Feb 2022.
 - Interest Expense - Interest portion of VC10 debt service assessment to be transferred from the general fund to the series 2015 debt service fund in Feb 2022.

- In FY 2019, the general fund loaned the series 2015 debt service fund \$53,231.95 to cover a shortfall. This loan has been repaid.
- In FY 2020, the general fund loaned the series 2015 debt service fund \$4,658.20 to cover a shortfall in October and \$71,193.25 to cover a shortfall in April. These loans have been repaid.

HARMONY

Community Development District

Financial Report

January 31, 2022

Prepared by



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HARMONY

Community Development District

Financial Statements

(Unaudited)

January 31, 2022

HARMONY

Community Development District

Governmental Funds

Balance Sheet January 31, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
ASSETS				
Cash - Checking Account	\$ 454,918	\$ -	\$ -	\$ 454,918
Accounts Receivable	35	-	-	35
Investments:				
Money Market Account	1,865,284	-	-	1,865,284
Prepayment Account	-	22,434	199,935	222,369
Reserve Fund	-	607,313	340,000	947,313
Revenue Fund	-	1,226,957	691,884	1,918,841
TOTAL ASSETS	\$ 2,320,237	\$ 1,856,704	\$ 1,231,819	\$ 5,408,760
LIABILITIES				
Accounts Payable	\$ 88,085	\$ -	\$ -	\$ 88,085
Accrued Expenses	46,395	-	-	46,395
TOTAL LIABILITIES	134,480	-	-	134,480
FUND BALANCES				
Restricted for:				
Debt Service	-	1,856,704	1,231,819	3,088,523
Assigned to:				
Operating Reserves	401,042	-	-	401,042
Reserves-Renewal & Replacement	23,270	-	-	23,270
Reserves - Sidewalks & Alleyways	251,484	-	-	251,484
Reserves-Uninsured Repairs	50,000	-	-	50,000
Unassigned:	1,459,961	-	-	1,459,961
TOTAL FUND BALANCES	\$ 2,185,757	\$ 1,856,704	\$ 1,231,819	\$ 5,274,280
TOTAL LIABILITIES & FUND BALANCES	\$ 2,320,237	\$ 1,856,704	\$ 1,231,819	\$ 5,408,760

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 2,814	\$ 940	\$ 629	\$ (311)
Interest - Tax Collector	-	-	5	5
Special Assmnts- Tax Collector	1,876,213	1,594,780	1,374,600	(220,180)
Special Assessments-Tax Collector-VC1	(22,435)	(19,069)	-	19,069
Special Assmnts- Discounts	(75,048)	(63,791)	(54,666)	9,125
Sale of Surplus Equipment	-	-	2,171	2,171
Other Miscellaneous Revenues	-	-	162	162
Access Cards	1,200	400	230	(170)
Facility Revenue	600	200	-	(200)
User Facility Revenue	15,000	5,000	12,058	7,058
Garden Lot	-	-	1,167	1,167
TOTAL REVENUES	1,798,344	1,518,460	1,336,356	(182,104)
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	14,000	4,668	3,200	1,468
FICA Taxes	1,071	356	245	111
ProfServ-Arbitrage Rebate	1,200	-	-	-
ProfServ-Dissemination Agent	1,500	-	-	-
ProfServ-Engineering	20,000	6,668	36,379	(29,711)
ProfServ-Legal Services	65,000	21,668	12,000	9,668
ProfServ-Mgmt Consulting	69,250	23,084	23,045	39
ProfServ-Property Appraiser	392	-	-	-
ProfServ-Recording Secretary	3,300	1,100	1,100	-
ProfServ-Special Assessment	8,822	8,822	8,822	-
ProfServ-Trustee Fees	10,160	-	-	-
Auditing Services	4,400	-	-	-
Postage and Freight	1,000	332	66	266
Rental - Meeting Room	2,750	916	-	916
Insurance - General Liability	27,762	27,762	18,281	9,481
Printing and Binding	500	168	521	(353)
Legal Advertising	1,000	332	71	261
Misc-Records Storage	1,500	500	-	500
Misc-Assessment Collection Cost	37,524	31,895	26,399	5,496
Misc-Contingency	5,000	1,668	939	729
Annual District Filing Fee	175	175	175	-
Total Administration	276,306	130,114	131,243	(1,129)
<u>Field</u>				
ProfServ-Field Management	338,872	112,956	112,957	(1)
Trailer Rental	6,960	2,320	2,320	-
Total Field	345,832	115,276	115,277	(1)

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Landscape Services</u>				
Contracts-Mulch	62,220	20,740	20,476	264
Contracts-Irrigation	26,400	8,800	8,932	(132)
Contracts - Landscape	272,300	90,768	90,081	687
Cntrs-Shrub/Grnd Cover Annual Svc	161,110	53,704	53,184	520
R&M-Irrigation	15,000	5,000	10,165	(5,165)
R&M-Trees and Trimming	40,000	13,332	15,280	(1,948)
Miscellaneous Services	35,000	11,668	3,730	7,938
Total Landscape Services	612,030	204,012	201,848	2,164
<u>Utilities</u>				
Electricity - General	37,000	12,332	10,503	1,829
Electricity - Streetlights	110,000	36,668	34,445	2,223
Utility - Water & Sewer	180,000	60,000	45,506	14,494
Total Utilities	327,000	109,000	90,454	18,546
<u>Operation & Maintenance</u>				
Utility - Refuse Removal	3,000	1,000	927	73
R&M-Ponds	3,500	1,168	1,169	(1)
R&M-Pools	32,000	10,668	3,379	7,289
R&M-Roads & Alleyways	2,000	668	-	668
R&M-Sidewalks	15,000	5,000	9,000	(4,000)
R&M-Vehicles	15,000	5,000	2,891	2,109
R&M-User Supported Facility	20,000	6,668	337	6,331
R&M-Equipment Boats	6,000	2,000	1,712	288
R&M-Parks & Facilities	25,000	8,332	9,715	(1,383)
R&M-Garden Lot	-	-	295	(295)
Miscellaneous Services	1,100	368	-	368
Misc-Contingency	8,000	2,668	564	2,104
Security Enhancements	5,700	1,900	2,290	(390)
Op Supplies - Fuel, Oil	4,000	1,332	703	629
Cap Outlay - Vehicles	30,000	30,000	-	30,000
Reserve - Renewal&Replacement	23,040	23,040	67,834	(44,794)
Reserve - Sidewalks & Alleyways	43,500	43,500	-	43,500
Total Operation & Maintenance	236,840	143,312	100,816	42,496
<u>Debt Service</u>				
Principal Debt Retirement	12,868	-	-	-
Interest Expense	13,732	-	-	-
Total Debt Service	26,600	-	-	-
TOTAL EXPENDITURES	1,824,608	701,714	639,638	62,076

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Excess (deficiency) of revenues				
Over (under) expenditures	(26,264)	816,746	696,718	(120,028)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(26,264)	-	-	-
TOTAL FINANCING SOURCES (USES)	(26,264)	-	-	-
Net change in fund balance	\$ (26,264)	\$ 816,746	\$ 696,718	\$ (120,028)
FUND BALANCE, BEGINNING (OCT 1, 2021)	1,489,039	1,489,039	1,489,039	
FUND BALANCE, ENDING	<u>\$ 1,462,775</u>	<u>\$ 2,305,785</u>	<u>\$ 2,185,757</u>	

HARMONY

Community Development District

Series 2014 Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 62	\$ 20	\$ 19	\$ (1)
Special Assmnts- Tax Collector	1,230,013	1,045,512	910,888	(134,624)
Special Assmnts- Prepayment	-	-	22,434	22,434
Special Assmnts- Discounts	(49,201)	(41,821)	(36,225)	5,596
TOTAL REVENUES	1,180,874	1,003,711	897,116	(106,595)
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	24,600	20,910	17,493	3,417
Total Administration	24,600	20,910	17,493	3,417
<u>Debt Service</u>				
Principal Debt Retirement	670,000	-	-	-
Principal Prepayments	-	-	15,000	(15,000)
Interest Expense	497,313	248,657	248,656	1
Total Debt Service	1,167,313	248,657	263,656	(14,999)
TOTAL EXPENDITURES	1,191,913	269,567	281,149	(11,582)
Excess (deficiency) of revenues Over (under) expenditures	(11,039)	734,144	615,967	(118,177)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(11,039)	-	-	-
TOTAL FINANCING SOURCES (USES)	(11,039)	-	-	-
Net change in fund balance	\$ (11,039)	\$ 734,144	\$ 615,967	\$ (118,177)
FUND BALANCE, BEGINNING (OCT 1, 2021)	1,240,737	1,240,737	1,240,737	
FUND BALANCE, ENDING	\$ 1,229,698	\$ 1,974,881	\$ 1,856,704	

HARMONY

Community Development District

Series 2015 Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 43	\$ 12	\$ 11	\$ (1)
Special Assmnts- Tax Collector	856,710	728,204	624,328	(103,876)
Special Assmnts- Other	26,600	22,610	-	(22,610)
Special Assmnts- Prepayment	-	-	197,091	197,091
Special Assmnts- Discounts	(34,269)	(29,128)	(24,829)	4,299
TOTAL REVENUES	849,084	721,698	796,601	74,903
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	17,134	14,564	11,990	2,574
Total Administration	17,134	14,564	11,990	2,574
<u>Debt Service</u>				
Principal Debt Retirement	390,000	-	-	-
Principal Prepayments	-	-	160,000	(160,000)
Interest Expense	430,606	215,303	215,303	-
Total Debt Service	820,606	215,303	375,303	(160,000)
TOTAL EXPENDITURES	837,740	229,867	387,293	(157,426)
Excess (deficiency) of revenues Over (under) expenditures	11,344	491,831	409,308	(82,523)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	11,344	-	-	-
TOTAL FINANCING SOURCES (USES)	11,344	-	-	-
Net change in fund balance	\$ 11,344	\$ 491,831	\$ 409,308	\$ (82,523)
FUND BALANCE, BEGINNING (OCT 1, 2021)	822,511	822,511	822,511	
FUND BALANCE, ENDING	\$ 833,855	\$ 1,314,342	\$ 1,231,819	

HARMONY

Community Development District

Supporting Schedules

January 31, 2022

HARMONY

Community Development District

**Non-Ad Valorem Special Assessments
Osceola County Tax Collector - Monthly Collection Report
For the Fiscal Year Ending September 30, 2022**

					Allocation by Fund		
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2014 Debt Service Fund	Series 2015 Debt Service Fund
ASSESSMENTS LEVIED FY 2022				\$ 3,924,167	\$ 1,853,780	\$ 1,228,420	\$ 841,966
Allocation %				100%	47.24%	31.30%	21.46%
11/22/21	\$ 288,449	\$ 12,264	\$ 5,887	\$ 306,599	\$ 144,838	\$ 95,978	\$ 65,784
11/26/21	\$ 13,417	\$ 726	\$ 274	\$ 14,417	\$ 6,811	\$ 4,513	\$ 3,093
12/08/21	\$ 1,953,498	\$ 83,057	\$ 39,867	\$ 2,076,422	\$ 980,904	\$ 650,003	\$ 445,516
12/09/21	\$ 1,872	\$ 4	\$ 38	\$ 1,914	\$ 904	\$ 599	\$ 411
12/22/21	\$ 417,110	\$ 17,654	\$ 8,512	\$ 443,277	\$ 209,405	\$ 138,763	\$ 95,109
01/10/22	\$ 57,709	\$ 1,821	\$ 1,178	\$ 60,708	\$ 28,678	\$ 19,004	\$ 13,025
01/10/22	\$ 6,160	\$ 194	\$ 126	\$ 6,480	\$ 3,061	\$ 2,028	\$ 1,390
TOTAL	\$ 2,738,215	\$ 115,720	\$ 55,882	\$ 2,909,817	\$ 1,374,600	\$ 910,888	\$ 624,328

Collected in % 74%

TOTAL OUTSTANDING	\$ 1,014,350	\$ 479,180	\$ 317,532	\$ 217,638
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Note (1): Variance due to prepayments being received during budget process.

HARMONY
Community Development District

Cash and Investment Report
January 31, 2022

General Fund

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	Bank United	Checking Account	n/a	0.00%	\$454,918
Money Market Account	BankUnited	Money Market Account	n/a	0.15%	\$1,865,284
					Subtotal
					\$2,320,202

Debt Service and Capital Projects Funds
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<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$22,434
Series 2014 Reserve Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.005%	\$607,313
Series 2014 Revenue Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.005%	\$1,226,957
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$199,935
Series 2015 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$340,000
Series 2015 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.005%	\$691,884
					Subtotal
					\$3,088,523
					Total
					\$5,408,725

5C

Harmony

Community Development District

General Fund

Invoice Approval Report # 262

February 16, 2022

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
ATLANTIC PIPE SERVICES, LLC	22-0065-1	R	\$ 14,069.25
		Vendor Total	\$ 14,069.25
BRIGHT HOUSE NETWORKS - ACH	028483401010722 ACH	R	\$ 123.98
	028483501123021 ACH	R	\$ 109.98
	028483501013022 ACH	R	\$ 109.98
	Vendor Total		\$ 343.94
DIGITAL ASSURANCE	57748	R	\$ 1,500.00
		Vendor Total	\$ 1,500.00
FAST SIGNS	2060-17863	R	\$ 326.00
		Vendor Total	\$ 326.00
FEDEX	7-647-05452	R	\$ 23.40
	7-626-37530	R	\$ 16.05
	Vendor Total		\$ 39.45
HARMONY CDD C/O U.S. BANK	012022-4	R	\$ 19,993.30
	012022-5	R	\$ 13,703.52
	02012022-2	R	\$ 26,600.07
	Vendor Total		\$ 60,296.89
HARMONY WEST CDD	011022	R	\$ 1,420.00
		Vendor Total	\$ 1,420.00
INFRAMARK	72159	R	\$ 38,399.05
		Vendor Total	\$ 38,399.05
ORLANDO UTILITIES COMMISSION	011022-9921 ACH	R	\$ 11,534.23
		Vendor Total	\$ 11,534.23
PEGASUS ENGINEERING, LLC	225712 4A	A	\$ 8,563.95
	225868	A	\$ 10,272.66
	225869	A	\$ 1,200.00
	Vendor Total		\$ 20,036.61
PINEY BRANCH MOTORS INC - ACH dba ALLIED TRAILERS	RI1127116 ACH	R	\$ 90.00
	RI1127115 ACH	R	\$ 490.00
	Vendor Total		\$ 580.00
POOLSURE	101295626798	R	\$ 465.75
	101295626799	R	\$ 258.50
	Vendor Total		\$ 724.25

Harmony

Community Development District

General Fund

Invoice Approval Report # 262

February 16, 2022

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
SERVELLO & SONS INC	20922	R	\$ 40,935.34
	20980	R	\$ 2,233.00
	21043	R	\$ 208.60
	21025	R	\$ 865.92
	21044	R	\$ 723.40
	21045	R	\$ 400.64
	21207	R	\$ 765.00
	21232	R	\$ 426.70
	21231	R	\$ 457.45
	Vendor Total		\$ 47,016.05
SPIES POOL LLC	379243	R	\$ 11,577.50
		Vendor Total	\$ 11,577.50
SYMBIONT SERVICE CORP.	123434	R	\$ 143.00
		Vendor Total	\$ 143.00
TOHO WATER AUTHORITY - ACH	011822 ACH	R	\$ 12,077.06
		Vendor Total	\$ 12,077.06
WASTE CONNECTIONS OF FL.	1371955W460	R	\$ 240.00
		Vendor Total	\$ 240.00
YOUNG QUALLS, P.A.	16418	A	\$ 4,000.00
		Vendor Total	\$ 4,000.00

Total Invoices \$ 224,323.28

Sixth Order of Business

6A

DISTRICT MANAGER REPORT:

- **GARDEN CLUB \$500 RE-LOADABLE CARD**
 - Working out with accounting on how to best accomplish this in regard to the card and how to re-load to make sure we are complying with audit (it may be better to have them provide a supplies list to Vincent, let him purchase the supplies)
- **MICROSOFT EMAIL TRANSITION**
 - Working through it with GODADDY, which hosts the District site
- **LEGAL COUNSEL**
 - Inframark is requesting that Counsel list out items worked on as they use to do. Understand there is a flat fee and that is ok however the auditors would like to see the items worked on listed out as oppose just the fee listed out
- **FIELD REPORT**
 - Does the Board need to see all the items that should be done daily or just the project based items. For example, sidewalks, pool updates, landscape etc.. Not sure we need to include the daily tasks of the Field department.
- **INVOICES**
 - Supervisors still going through AVID training
- **DISTRICT OWNED LAND**
 - Staff is reviewing and researching land within Harmony
 - Inframark got the ownership for both tracts U-1 and U-2 corrected in/on the Property Appraiser data base
 - Inframark is investigating why the parcel across from school and the Cat Lake access parcel are not paying CDD assessments- they were/have never been charged either debt or O&M assessments
- **INVASIVE SPECIES TREATMENT**
 - I am currently getting proposals to do this work for Board consideration so that field staff can maintain it after hitting it hard via a vendor one time
- **AGENDA**
 - All reports, proposals, additions and or requests etc.. are due to DM the Monday (at the latest) of the week the agenda goes out, the agenda goes out and gets posted on (Thursday), the week before the meeting
- **TOHO/OUC YOY SPREADSHEET**
 - This report will start showing in your agenda in March. The request is for the costs from 2018 to current, broken out by meter, month and cost.

Seventh Order of Business

7A

7Ai

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PROJECT MEMORANDUM

To: Harmony Community Development District Board of Supervisors

From: David Hamstra, P.E., CFM *DH*
District Engineer

Date: February 18, 2022

Re: **Harmony Community Development District**

Subject: **District Engineer Report #8**

The purpose of this project memorandum is to briefly describe current and upcoming assignments.

Garden Road

On Thursday, January 27, 2022, the CDD Board of Supervisors instructed Pegasus Engineering and District Counsel coordinate with FGT (Amy Powell) to finalize and execute the Encroachment Agreement. The week of February 7, 2022, Inframark (Angel Montagna) submitted the executed Encroachment Agreement to FGT (Amy Powell). On Tuesday, February 8, 2022, FGT (Amy Powell) acknowledged receipt of the Encroachment Agreement and stated that construction can proceed.

The weeks of February 7, 2022, and February 14, 2022, Pegasus Engineering (Greg Teague) updated and finalized the bid documents, the construction plans, and the engineer's construction cost estimate.

On Thursday, February 17, 2022, Pegasus Engineering (David Hamstra) transmitted the bid documents and construction plans to five (5) qualified general contractors and requested bids due on Thursday, March 24, 2022.

The Estates

The week of January 24, 2022, Atlantic Pipe Services (Brandon Duncan) removed sediments and performed a closed-circuit television (CCTV) inspection of all the drainage inlets and storm pipes located outside the public rights-of-way except two (2) inlets and pipes due to excessive sediments. On Wednesday, February 2, 2022, APS provided Pegasus Engineering (David Hamstra) the CCTV inspection videos and reports for ten (10) storm pipe runs.

The week of February 14, 2022, Pegasus Engineering (David Hamstra), Inframark (Brett Perez), and APS (Brandon Duncan) are coordinating efforts to remove the sediments from two (2) inlets and storm pipe runs so APS can complete the CCTV inspection program. Upon receipt of the remaining work products, Pegasus Engineering will review the CCTV inspection videos and reports and discuss the findings and recommendations during the March 24, 2022, CDD meeting.

Neighborhoods C-1 and C-2 Milling and Resurfacing Alleyways

During the January 27, 2022, CDD Board of Supervisors meeting, Pegasus Engineering (David Hamstra) presented the 90% construction plans and discussed the engineer's construction cost estimate (\$550,000 to mill and resurface 1.25 miles of alleyways). After the presentation, the CDD Board of Supervisors instructed Pegasus Engineering to proceed with finalizing the construction plans and bid documents. Lastly, Pegasus Engineering shall format the bid schedule to request a Base Bid for the milling and resurfacing only, Bid Alternate #1 for the drainage improvements, and Bid Alternate #2 for concrete ribbon curves for the turning radius.

On a sidenote, Pegasus Engineering contacted Osceola County (Zack Gonzales) regarding who they use for milling and resurfacing and the possibility of piggybacking onto the County's contract. Mr. Gonzales stated that the County utilizes two (2) contractors for milling and resurfacing. They are Middlesex and Preferred Materials.

RV and Boat Storage Area

The weeks of January 17, 2022, and January 24, 2022, Pegasus Engineering (Greg Teague) prepared and completed the 90% construction plans. During the January 27, 2022, CDD Board of Supervisors meeting, Pegasus Engineering (David Hamstra) presented the construction and requested that Pegasus Engineering coordinate directly with Supervisor Berube to review and comment on the 90% construction plans. Since the CDD meeting, Supervisor Berube and Pegasus Engineering (Greg Teague) have received and addressed the review comments.

Wetland Conservation Areas

On Thursday, January 27, 2022, the CDD Board of Supervisors approved the proposal from Bowman and Blair Ecology and Design to develop a monitoring plan, conduct the monitoring plan, and submit monitoring reports to the South Florida Water Management District (SFWMD). For 2022, Bowman and Blair shall set-up monitoring transects and conduct new baseline monitoring/reporting. For 2023, 2024, 2025, and 2026, Bowman and Blair shall prepare and submit annual monitoring reports to the SFWMD. On Tuesday, February 15, 2022, Bowman and Blair (Catherine Bowman) conducted a site inspection to establish new monitoring transect sites.

Cherry Hill Rear Yard Swale Repairs

The week of January 24, 20202, Pegasus Engineering (Greg Teague) finalized the construction plans associated with the regrading of the rear yard swales at 3168, 3170, and 3172 Dark Sky Drive. On Thursday, January 27, 2022, Pegasus Engineering (David Hamstra) provided Inframark (Brett Perez) a set of construction plans to begin soliciting bids for contractors to perform the recommended swale improvements.

Harmony Cove Easement Agreement

On Friday, December 3, 2021, Steve Boyd brought to the attention of the CDD Chair (Teresa Kramer), Tim Qualls, Angel Montagna, and David Hamstra a potential title issue associated with Tract B-1. Representatives of the CDD (Teresa Kramer, Tim Qualls, Angel Montagna, and David Hamstra) will coordinate with Steve Boyd and Jim Pratt to review various documents, deeds, and easement documents to resolve this matter.

Billy's Trail

On Saturday, January 15, 2022, Johnston's Surveying finalized and submitted the preliminary Topographic Survey. Pegasus Engineering shall utilize the survey drawing to depict recommended drainage and grading improvements to connect the new alignment to the existing Billy's Trail alignment.

On a separate issue, the CDD Chair (Teresa Kramer) is continuing coordination efforts with the developer, the general site contractor, and the home builder to re-install the silt fences, backfill, and compact the washouts and eroded areas, and sod the fill slopes adjacent to Billy's Trail.

North Lake (Tract L)

On October 28, 2021, Harmony Florida Land, LLC, and their consultant (Askey Hughey, Inc.) submitted a SFWMD application for an Environmental Resource Permit (ERP). On Thursday, November 18, 2021, the SFWMD issued a Request for Additional Information (RAI) letter to Mr. Richard Jerman (Harmony Florida Land, LLC). RAI Comment #1 requests a letter, or a resolution, from the CDD confirming that the CDD will accept operation and maintenance of the stormwater management system (i.e., stormwater pond and control structure). Pegasus Engineering will review the construction plans and stormwater calculations before proceeding to prepare the requested letter.

Dog Park

Pegasus Engineering (Beth Whitehart) shall coordinate with Inframark (Brett Perez) to prepare construction plans and secure a contractor to coordinate with the Toho Water Authority to approve the installation and inspection of the water service line to the Dog Park.

House Bill No. 53 (Public Works Bill)

The State of Florida passed a new House Bill (House Bill No. 53) on July 1, 2021, requiring Counties, Cities, and Special Districts to create a 20-year Needs Analysis and submit by June 30, 2022. Pegasus Engineering (David Hamstra) shall research the requirements and present at a future CDD meeting. In addition, Pegasus Engineering shall prepare a scope of work and fee estimate to provide the required information and mapping to the County prior to the June 20, 2022, deadline. The following is a brief overview from a recent Florida Stormwater Association conference:

House Bill No. 53 passed during the 2021 Session and requires local governments with wastewater or stormwater management systems to complete a 20-year needs analysis for those systems and submit the data to the Office of Economic and Demographic Research (EDR) – the research and forecasting arm of the Legislature. The analysis required by House Bill No. 53 includes a description of the system, the number of future residents served, revenues and expenditures, maintenance costs, etc. The first analysis is due on June 20, 2022, and every five years thereafter.

*Michael Bateman, PE, Legislative Analyst
Office of Economic and Demographic Research, Florida Legislature*

END OF MEMO

cc: Angel Montagna, Inframark Services
Brett Perez, Inframark Services
Tim Qualls, Young Qualls, P.A.
Greg Teague, Pegasus Engineering
Pegasus Project File MSC-22055

7Aii

COPY

February 9, 2022

MSC-22055

Ms. Angel Montagna, LCAM
Central Regional Manager
Harmony Community Development District
313 Campus Street
Celebration, Florida 34747

**Re: Harmony Community Development District
Fiscal Year 2021/2022 District Engineer Services**

Subj: Change Order #1

Dear Ms. Montagna:

The purpose of this letter is to respectfully request a change order to our current authorization to continue serving as the District Engineer for the Harmony Community Development District (CDD). Based on our latest invoice (refer to Attachment "A"), we have exhausted our **\$50,000.00** budget associated with Fiscal Year 2021/2022 District Engineer services approved by the CDD Board of Supervisors on September 30, 2021.

Pegasus Engineering will continue to invoice the District for these services on a time and expense basis in accordance with the current Schedule of Hourly Rates and Reimbursable Costs (refer to Attachment "B"). With that said, we respectfully request an hourly not-to-exceed amount of **\$30,000.00** to continue providing miscellaneous engineering services on a continuous basis.

We sincerely appreciate the opportunity to continue assisting the Harmony Community Development District and thank you in advance for your consideration of this request. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Ms. Angel Montagna, LCAM
February 9, 2022
Page 2

Respectfully,

PEGASUS ENGINEERING, LLC



David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Teresa Kramer, Harmony CDD Chairman
Tim Qualls, District Counsel

**Harmony Community Development District
Fiscal Year 2021/2022 District Engineer Services
Change Order #1**

Approved for Pegasus Engineering, LLC


Fursan Munjed, P.E.

Principal
Officer's Title

February 9, 2022
Date

This Proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

Authorized Signature

Officer's Title

Date

Attachment “A”

Pegasus Engineering
Invoices



"Practical Engineering Solutions"

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INVOICE

COPY

Email invoices to: inframark@avidbill.com

Pegasus Engineering, LLC
301 West State Road 434, Suite 309
Winter Springs, Florida 32708
Phone 407-992-9160

INVOICE DATE: October 31, 2021
INVOICE NO.: 225783
BILLING NO.: 1

TO:

Harmony Community Development District
Inframark
210 North University Drive, Suite 702
Coral Springs, Florida 33071

FOR:

Harmony Community Development District
FY 2021 / 2022 District Engineer Services
Project No.: MSC-22055
Period of Service: thru 09/25/21

Authorization: Letter Proposal dated September 22, 2021 (Hourly Not-to-Exceed \$50,000.00).
Approved by the Community Development District on September 30, 2021.

- Scope of Work:
- The week of August 29, 2021, Pegasus Engineering (David Hamstra) coordinated with the Chair (Teresa Kramer) regarding the draft Infrastructure and Asset List document and coordinated with Priscilla Villanueva to format and revise; participated in a Teams Meeting with Greg Teague on 08/31/21 regarding Garden Road; participated in a Teams Meeting with Teresa Kramer and Tim Qualls on 09/03/21 regarding 3170 Dark Sky Drive swale issue; and revised the Infrastructure and Asset List based on Gerhard van der Snel's comments and submitted a final version to Reserve Specialists on 09/04/21. [4.5 hrs]
 - The week of August 29, 2021, Pegasus Engineering (Greg Teague) Garden Road => participated in a Teams meeting with David Hamstra on 08/31/21 to discuss the conceptual design plan for the proposed improvements for the proposed improvements; revised the conceptual design plan to include additional fencing; and prepared and transmitted a sub-consultant agreement to Johnston's Surveying. [5.0 hrs]
 - The week of August 29, 2021, Pegasus Engineering (Donny Greenough) began preparing a Preliminary Sidewalk Inventory Exhibit to support the Inframark Sidewalk Maintenance Program; and downloaded the new Osceola County parcels and updated the CDD Maintenance Map. [10.5 hrs]
 - The week of August 29, 2021, Pegasus Engineering (Priscilla Villanueva) assisted David Hamstra with the Infrastructure and Asset List; and obtained Property Appraiser record for the wooded property between the Buck Lake and the stormwater ponds. [1.5 hrs]
 - The week of September 5, 2021, Pegasus Engineering (David Hamstra) coordinated with Chapco Fence regarding the project status and construction schedule; performed a construction site inspection of the two (2) footbridges on 09/11/21; and performed a follow-up site inspection at 3170 Dark Sky Drive on 09/11/21 regarding the on-going swale issue. [3.5 hrs]

Invoice No. 225783/Billing No. 1

October 31, 2021

Page 2

Project No. MSC-22055

- The week of September 5, 2021, Pegasus Engineering (Greg Teague) Garden Road => revised the conceptual design plan for the proposed improvements to show the offset dimensions for the existing Florida Gas Transmission (FGT) gas mains; and coordinated with David Hamstra regarding design and permitting issues. [1.5 hrs]
- The week of September 5, 2021, Pegasus Engineering (Donny Greenough) assisted Greg Teague with the Garden Road topography files. [1.5 hrs]
- The week of September 12, 2021, Pegasus Engineering (David Hamstra) prepared and issued an email to the contractor on 09/12/21 regarding the footbridge flowable fill and slope protection (no geotextile material and #57 stone less than 6-inches) issues; prepared for and met the contractor and Gerhard van der Snel on-site on 09/15/21 to discuss the construction issues associated with both footbridges; afterwards, met with Gerhard van der Snel to discuss the preliminary design of the RV / Boat Storage area; and coordinated with Inframark on 09/16/21 regarding the CDD Meeting Agenda and the Five Oaks Drive crosswalk. [3.0 hrs]
- The week of September 12, 2021, Pegasus Engineering (Beth Whikehart) downloaded the Enclave Plat, reviewed the lot widths, and submitted the lot width information to Inframark via email. [1.0 hr]
- The week of September 12, 2021, Pegasus Engineering (Donny Greenough) continued preparing the Sidewalk Inventory Exhibit. [17.0 hrs]
- The week of September 12, 2021, Pegasus Engineering (Priscilla Villanueva) Footbridge Repairs => downloaded and formatted the 09/11/21 site inspection photographs; and 3170 Five Oaks Drive => downloaded and formatted the 09/11/21 site inspection photographs. [1.5 hrs]
- The week of September 19, 2021, Pegasus Engineering (David Hamstra) prepared and submitted District Engineer Report #3; participated in the CDD Board of Supervisor Workshop on 09/22/21; prepared for and conducted site inspections on 09/23/21 pertaining to the Estates flooding, Five Oaks Drive crosswalk, Dog Park, and check the sidewalk widths; coordinated with Priscilla Villanueva and Linnie Hunt to annotate the various 09/23/21 site inspection photographs; and prepared and issued various emails to Inframark, the Board of Supervisors, and contractors on 09/24/21 regarding the Dog Park, the Five Oaks Drive crosswalk, and the Estates flooding. [13.5 hrs]
- The week of September 19, 2021, Pegasus Engineering (Greg Teague) coordinated with Johnston's Surveying (Leslie Minshew) regarding the preliminary topographic survey; and reviewed and revised the "draft" District Engineer Report #3. [1.5 hrs]
- The week of September 19, 2021, Pegasus Engineering (Donny Greenough) continued preparing the Preliminary Sidewalk Inventory Exhibit. [16.0 hrs]

Invoice No. 225783/Billing No. 1
 October 31, 2021
 Page 3
 Project No. MSC-22055

- The week of September 19, 2021, Pegasus Engineering (Priscilla Villanueva) plotted plans and survey for David Hamstra's review associated with the Estates; assisted David Hamstra with District Engineer Report #3; and assisted David Hamstra with downloading, formatting, and annotating the 09/23/21 site inspection photographs. [5.0 hrs]

LABOR COSTS

Sr. Project Manager, Hamstra, P.E.	24.5 hrs	@	\$ 195.00/hr	=	\$ 4,777.50
Sr. Project Engineer, Teague, P.E.	8.0 hrs	@	\$ 180.00/hr	=	\$ 1,440.00
Project Engineer, Whitehart, P.E.	1.0 hr	@	\$ 150.00/hr	=	\$ 150.00
Sr. CADD/GIS Technician, Greenough	45.0 hrs	@	\$ 100.00/hr	=	\$ 4,500.00
Word Processor/Clerical, Villanueva	<u>8.0 hrs</u>	@	\$ 80.00/hr	=	<u>\$ 640.00</u>
	86.5 hrs				

Sub-Total Labor Costs \$ 11,507.50
 (Total Labor Costs to Date \$11,507.50)

OTHER DIRECT COSTS

In-house plots, prints, and copies	\$ 244.70
Travel expenses (meetings and site inspections)	<u>\$ 160.12</u>

Sub-Total Other Direct Costs \$ 404.82
 (Total Other Direct Costs to Date \$404.82)

Amount Due This Invoice \$ 11,912.32

Total Authorization	\$ 50,000.00
Total Amount Billed to Date	<u>\$ 11,912.32</u>
Balance Remaining	\$ 38,087.68



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INVOICE

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Email invoices to: inframark@avidbill.com

Pegasus Engineering, LLC
301 West State Road 434, Suite 309
Winter Springs, Florida 32708
Phone 407-992-9160

INVOICE DATE: December 31, 2021
INVOICE NO.: 225826
BILLING NO.: 2

TO:
Harmony Community Development District
Inframark
210 North University Drive, Suite 702
Coral Springs, Florida 33071

FOR:
Harmony Community Development District
FY 2021 / 2022 District Engineer Services
Project No.: MSC-22055
Period of Service: 09/26/21 – 11/20/21

Authorization: Letter Proposal dated September 22, 2021 (Hourly Not-to-Exceed \$50,000.00).
Approved by the Community Development District on September 30, 2021.

- Scope of Work:
- The week of September 26, 2021, Pegasus Engineering (David Hamstra) coordinated with Fursan Munjed, the Chair (Teresa Kramer), and Inframark (Brett Perez) on 09/27/21 regarding the Five Oaks Drive crosswalk modification; coordinated with Chapco Fence and Osceola County on 09/28/21 regarding the Dog Park; prepared for and attended the CDD Board of Supervisors Meeting on 09/30/21; prepared for and conducted a site inspection on 10/01/21 of the Five Oaks Drive crosswalk, the two (2) footbridges, and the existing drainage systems associated with The Estates; coordinated with Priscilla Villanueva to download and format the 10/01/21 site inspection photographs; and reviewed the Estates construction plans and drainage calculations and issued an email to Teresa Kramer and Inframark on 10/01/21 describing the existing system and the recommended short-term maintenance tasks. [10.5 hrs]
 - The week of September 26, 2021, Pegasus Engineering (Donny Greenough) continued to revise the Sidewalk Inventory Exhibit based on comments from Teresa Kramer and Gerhard van der Snel. [5.0 hrs]
 - The week of September 26, 2021, Pegasus Engineering (Priscilla Villanueva) downloaded and formatted the 10/01/21 site inspection photographs; and printed and GBC punched and bound the CDD Meeting Agenda packet for David Hamstra's use. [3.0 hrs]
 - The week of October 3, 2021, Pegasus Engineering (David Hamstra) prepared and issued an "Action Item" email to Teresa Kramer and Inframark on 10/05/21; coordinated with Donny Greenough regarding the Sidewalk Inventory and Estates exhibits; and coordinated with Teresa Kramer and Inframark regarding 3136 Dark Sky Drive, the footbridges, and The Estates. [3.0 hrs]
 - The week of October 3, 2021, Pegasus Engineering (Greg Teague) Neighborhoods C-1 and C-2 Milling and Resurfacing Alleyways => began preparing the bid documents. [5.0 hrs]

Invoice No. 225826/Billing No. 2
December 31, 2021
Page 2
Project No. MSC-22055

- The week of October 3, 2021, Pegasus Engineering (Beth Whitehart) coordinated with David Hamstra regarding the flooding within The Estates subdivision; reviewed the permit files for the existing storm sewer system data including the Plan and Profile sheets; marked-up the existing site plan with elevation data from the permitted construction plans; prepared storm sewer system profiles with the control water level indicated for David Hamstra's review; and contacted the Osceola County Roads and Bridge Department (Matt Perry) regarding upcoming repaving projects. [5.0 hrs]
- The week of October 3, 2021, Pegasus Engineering (Donny Greenough) prepared the Preliminary Drainage Exhibit for The Estates; updated the Master Sidewalk Inventory Exhibit; and prepared the preliminary Sidewalk Inventory Exhibits for the four (4) areas and the Excel spreadsheets. [15.0 hrs]
- The week of October 3, 2021, Pegasus Engineering (Priscilla Villanueva) downloaded and formatted David Hamstra's site inspection photographs; and plotted the four (4) Sidewalk Inventory Exhibits for David Hamstra's review. [2.0 hrs]
- The week of October 10, 2021, Pegasus Engineering (David Hamstra) prepared for and conducted site inspections on 10/10/21 at The Estates, Garden Road, and the Five Oaks Drive Crosswalk project; participated in a Teams Meeting with Steve Boyd and Tim Qualls on 10/12/21 regarding the Harmony Cove Easement documents; prepared and submitted Draft District Engineer Report #4 to Inframark; transmitted the preliminary Sidewalk Inventory Exhibits for the four (4) areas to the Chair (Teresa Kramer) and Inframark (Angel Montanga and Brett Perez) on 10/13/21; coordinated with Greg Teague to complete the revised construction plans for Garden Road; submitted the Garden Road construction plans to Osceola County, Florida Gas Transmission (FGT), and South Florida Water Management District (SFWMD) on 10/14/21 via separate emails and requests; and prepared and issued responses to the County, SFWMD, and FGT regarding Garden Road on 10/15/21. [10.5 hrs]
- The week of October 10, 2021, Pegasus Engineering (Greg Teague) continued preparing the bid documents for the Neighborhood C-1 and C-2 milling and resurfacing project; and revised the Garden Road construction plans based on the new topographic survey. [18.5 hrs]
- The week of October 10, 2021, Pegasus Engineering (Beth Whitehart) The Estates Flooding => input the pipe and structure data into the Hydraflow models for the three (3) storm sewer systems; reviewed and downloaded The Estates (Neighborhood E) permit files from the Osceola County; updated the Hydraflow pipe and structure input data with the as-built data from Osceola County; and updated the annotated neighborhood storm sewer figure and plotted updated storm sewer profiles. [8.5 hrs]
- The week of October 10, 2021, Pegasus Engineering (Priscilla Villanueva) downloaded and formatted the 10/10/21 The Estates site inspection photographs; and assisted David Hamstra with District Engineer Report #4. [4.5 hrs]

Invoice No. 225826/Billing No. 2

December 31, 2021

Page 3

Project No. MSC-22055

- The week of October 17, 2021, Pegasus Engineering (David Hamstra) coordinated with SFWMD (Richard Lott) and FGT (Amy Powell) regarding the preliminary Garden Road construction plans; coordinated with Greg Teague, Beth Whitehart, and Priscilla Villanueva to finalize and submit District Engineer Report #4 to Inframark; pulled-together all the various attachments to support District Engineer Report #4; coordinated with Priscilla Villanueva regarding the annotating the Estates and Garden Road site inspection photographs; prepared and issued an email to Arrow Pavement regarding denial of the change order request; prepared and issued an email to Steve Berube regarding the RV Storage Area fence; prepared for and participated in a Teams Meeting with Steve Boyd and Teresa Kramer on 10/20/21; coordinated with Johnston's Surveying regarding 3170 Dark Sky Drive; and prepared for and conducted a site inspection of Billy's Trail on 10/23/21. [10.5 hrs]
- The week of October 17, 2021, Pegasus Engineering (Donny Greenough) finalized the Sidewalk Inventory Maps and Spreadsheets; prepared a preliminary Billy's Trail exhibit for David Hamstra's site inspection; and prepared a 3170 Dark Sky Drive Swale Repairs figure for Johnston's Surveying. [13.0 hrs]
- The week of October 17, 2021, Pegasus Engineering (Priscilla Villanueva) assisted David Hamstra with District Engineer Report #4; and annotated the 10/10/21 The Estates site inspection photographs. [2.0 hrs]
- The week of October 24, 2021, Pegasus Engineering (David Hamstra) coordinated with Johnston's Surveying and the Chair (Teresa Kramer) regarding 3170 Dark Sky Drive; coordinated with Dan Leet and Donny Greenough regarding Billy's Trail; prepared for and attended the CDD Board of Supervisors Meeting on 10/28/21; and coordinated with Johnston's Surveying on 10/29/21 regarding 3170 Dark Sky Drive and Parcels A2 and M. [7.5 hrs]
- The week of October 24, 2021, Pegasus Engineering (Greg Teague) Garden Road => coordinated with David Hamstra regarding the Steve Boyd plans and SDP application. [0.5 hr]
- The week of October 24, 2021, Pegasus Engineering (Beth Whitehart) The Estates Flooding => performed research on the tailwater conditions and summarized for David Hamstra. [3.5 hrs]
- The week of October 24, 2021, Pegasus Engineering (Priscilla Villanueva) Billy's Trail => downloaded, formatted, and annotated the 10/23/21 photographs. [1.0 hr]
- The week of October 31, 2021, Pegasus Engineering (David Hamstra) coordinated with Donny Greenough to update and revise the exhibits for Billy's Trail and The Estates; coordinated with Dan Leet, Brett Perez, and Johnston's Surveying on 11/02/21 regarding Billy's Trail; coordinated with Inframark on 11/02/21 regarding scope of work for the Estates drainage maintenance; and began preparing District Engineer Report #5. [3.5 hrs]
- The week of October 31, 2021, Pegasus Engineering (Donny Greenough) updated the Billy's Trail and The Estates exhibits for David Hamstra. [6.0 hrs]

Invoice No. 225826/Billing No. 2
December 31, 2021
Page 4
Project No. MSC-22055

- The week of November 7, 2021, Pegasus Engineering (David Hamstra) coordinated with Greg Teague and Priscilla Villanueva to finalize and submit District Engineer Report #5 to Inframark on 11/08/21; prepared for and conducted site inspections with Inframark (Brett Perez and Gerhard van der Snel) on 11/09/21 regarding Billy's Trail, Dog Park, Footbridges, and The Estates; revised and resubmitted District Engineer Report #5 to Inframark on 11/11/21; coordinated with Tim Qualls and Donny Greenough to prepare the Towing Agreement figures; reviewed the email chain between Teresa Kramer and the SFWMD regarding the wetland conservation areas; coordinated with Johan Rodriguez regarding the Garden Road SFWMD Permit Exemption Request submittal; issued an email to Bowma and Blair Ecology and Design (Catherine Bowman) regarding the Wetland Monitoring Program and Environmental Services; and issued an email to J. Malever Construction regarding requested repairs adjacent to Billy's Trail. [11.5 hrs]
- The week of November 7, 2021, Pegasus Engineering (Greg Teague) reviewed District Engineer Report #5 for David Hamstra. [0.5 hr]
- The week of November 7, 2021, Pegasus Engineering (Donny Greenough) prepared figures for the Towing Agreement; and revised the Billy's Trail exhibit based on David Hamstra's mark-ups. [4.0 hrs]
- The week of November 7, 2021, Pegasus Engineering (Priscilla Villanueva) assisted David Hamstra with District Engineer Report #5; and downloaded and formatted 11/09/21 site inspection photographs. [3.0 hrs]
- The week of November 14, 2021, Pegasus Engineering (David Hamstra) coordinated with the Chair (Teresa Kramer) and Donny Greenough to revise the Billy's Trail exhibit; coordinated with the Chair (Teresa Kramer) and Donny Greenough to revise the Preliminary Wetland Conservation exhibit; and prepared for and attended the CDD Board of Supervisors Meeting on 11/18/21. [5.0 hrs]
- The week of November 14, 2021, Pegasus Engineering (Greg Teague) coordinated with Johan Rodriguez regarding the SFWMD application for exemption verification for Garden Road. [0.5 hr]
- The week of November 14, 2021, Pegasus Engineering (Johan Rodriguez) reviewed the Garden Road construction plans; obtained all the information required for an on-line application of a SFWMD permit exemption request; filled-out the on-line SFWMD application; and uploaded the construction plans and coordinated signatures. [7.0 hrs]
- The week of November 14, 2021, Pegasus Engineering (Donny Greenough) prepared the Preliminary Wetland Conservation Exhibit; updated the Billy's Trail Exhibit based on David Hamstra's mark-ups; and downloaded and rectified the aerial from Google Earth to use on the Billy's Trail exhibit. [11.0 hrs]

Invoice No. 225826/Billing No. 2
 December 31, 2021
 Page 5
 Project No. MSC-22055

LABOR COSTS

Sr. Project Manager, Hamstra, P.E.	62.0 hrs	@	\$ 195.00/hr	=	\$ 12,090.00
Sr. Project Engineer, Teague, P.E.	25.0 hrs	@	\$ 180.00/hr	=	\$ 4,500.00
Sr. Project Engineer, Rodriguez, P.E.	7.0 hrs	@	\$ 180.00/hr	=	\$ 1,260.00
Project Engineer, Whikehart, P.E.	17.0 hrs	@	\$ 150.00/hr	=	\$ 2,550.00
Sr. CADD/GIS Technician, Greenough	54.0 hrs	@	\$ 100.00/hr	=	\$ 5,400.00
Word Processor/Clerical, Villanueva	<u>15.5 hrs</u>	@	\$ 80.00/hr	=	<u>\$ 1,240.00</u>
	180.5 hrs				

Sub-Total Labor Costs \$ 27,040.00
 (Total Labor Costs to Date \$38,547.50)

OTHER DIRECT COSTS

In-house plots, prints, and copies	\$ 489.70
Travel expenses (meetings and site inspections)	<u>\$ 285.32</u>

Sub-Total Other Direct Costs \$ 775.02
 (Total Other Direct Costs to Date \$1,179.84)

Amount Due This Invoice \$ 27,815.02

Total Authorization	\$ 50,000.00
Total Amount Billed to Date	<u>\$ 39,727.34</u>
Balance Remaining	\$ 10,272.66



"Practical Engineering Solutions"

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Email invoices to: inframark@avidbill.com

Pegasus Engineering, LLC
301 West State Road 434, Suite 309
Winter Springs, Florida 32708
Phone 407-992-9160

INVOICE DATE: January 31, 2022
INVOICE NO.: 225868
BILLING NO.: 3

TO:

Harmony Community Development District
Inframark
210 North University Drive, Suite 702
Coral Springs, Florida 33071

FOR:

Harmony Community Development District
FY 2021 / 2022 District Engineer Services
Project No.: MSC-22055
Period of Service: 11/21/21 – 12/31/21

Authorization: Letter Proposal dated September 22, 2021 (Hourly Not-to-Exceed \$50,000.00).
Approved by the Community Development District on September 30, 2021.

- Scope of Work:
- The week of November 21, 2021, Pegasus Engineering (David Hamstra) reviewed the Tract L South Florida Water Management District (SFWMD) permit files and construction plans and issued an email to Teresa Kramer and Angel Montagna; and prepared and issued a scope of work to Atlantic Piper Services regarding The Estates. [2.0 hrs]
 - The week of November 28, 2021, Pegasus Engineering (David Hamstra) pulled-together various documents associated with the Wetland Conversation Areas and emailed Catherine Bowman on 11/28/21 in order to prepare a proposal; and participated in a Teams Meeting with Steve Boyd, Teresa Kramer, Tim Qualls, and Angel Montagna on 12/03/21 regarding the Tract B1 issues. [2.0 hrs]
 - The week of December 5, 2021, Pegasus Engineering (David Hamstra) coordinated with APS (Brandon Duncan) regarding the scope of work for The Estates; prepared and issued emails to Johnston's Surveying and Kissimmee Valley Surveying on 12/07/21 requesting survey proposals for Billy's Trail; prepared and issued an email to Osceola County on 12/07/21 requesting permission to install a fence for the RV and Boat Storage Area; coordinated with Teresa Kramer and Brett Perez on 12/08/21 regarding the Enclaves; reviewed the revised draft Reserve Study on 12/08/21; prepared for and participated in the CDD Workshop via Zoom on 12/08/21 regarding the Draft Reserve Study; reviewed the Atlantic Pipe Services three (3) proposals for The Estates; prepared and submitted District Engineer Report #6 to Inframark on 12/09/21; provided Steve Swartz the final sidewalk exhibits on 12/10/21; and coordinated with Pricilla Villanueva regarding the Tract L construction plans and drainage calculations. [11.5 hrs]
 - The week of December 5, 2021, Pegasus Engineering (Greg Teague) reviewed and revised District Engineer Report #6. [1.0 hr]
 - The week of December 5, 2021, Pegasus Engineering (Beth Whitehart) reviewed the District Engineer Report #6 and provided comments. [0.5 hr]

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- The week of December 5, 2021, Pegasus Engineering (Donny Greenough) revised the Billy's Trail exhibit based on David Hamstra's mark-ups; and computed the conservation area acreages for Catherine Bowman. [1.5 hrs]
- The week of December 5, 2021, Pegasus Engineering (Priscilla Villanueva) assisted David Hamstra with the District Engineer Report #6; and printed, punched and bound the study for David Hamstra's review. [5.0 hrs]
- The week of December 12, 2021, Pegasus Engineering (David Hamstra) downloaded and reviewed the CDD Meeting agenda package; coordinated with Teresa Kramer regarding the proposals for Billy's Trail, The Estates, and the Wetland Monitoring; and prepared and issued emails to St. Cloud, Osceola County, and DeBary regarding CCTV and cleaning services. [5.5 hrs]
- The week of December 12, 2021, Pegasus Engineering (Greg Teague) continued preparing the construction plans for Garden Road (geometry plan and temporary erosion control plan); and updated the engineer's construction cost estimate. [6.0 hrs]
- The week of December 12, 2021, Pegasus Engineering (Johan Rodriguez) followed-up with District regarding the online Garden Road NPR submittal; provided additional requested information regarding property ownership and uploaded documents; and paid the application fee online. [2.5 hrs]
- The week of December 12, 2021, Pegasus Engineering (Priscilla Villanueva) Billy's Trail - assisted David Hamstra with preparing the draft Notice-to-Proceed and Subconsultant Agreement to Johnston's Surveying; and Wetland Conservation Areas - assisted David Hamstra with preparing the draft Notice-to-Proceed and Subconsultant Agreement to Bowman and Blair Ecology and Design. [1.0 hr]
- The week of December 19, 2021, Pegasus Engineering (Greg Teague) Neighborhoods C-1 and C-2 milling and resurfacing - began preparing the bid documents. [2.5 hrs]
- The week of December 19, 2021, Pegasus Engineering (David Hamstra) coordinated with Donny Greenough to finalize the Stormwater Pond surface area exhibit for Inframark; and coordinated with Priscilla Villanueva to finalize and submit the Notice to Proceed Letters and Subconsultant Agreements for Johnston's Surveying and Bowman & Blair. [1.0 hr]
- The week of December 19, 2021, Pegasus Engineering (Donny Greenough) digitized the stormwater pond water surface areas and prepared an Excel file; and created an exhibit for the Stormwater Pond Water Surface Areas for Inframark. [7.0 hrs]
- The week of December 19, 2021, Pegasus Engineering (Priscilla Villanueva) Billy's Trail - assisted David Hamstra with revising, finalizing, and submitting a Notice-to-Proceed and Subconsultant Agreement to Johnston's Surveying; and Wetland Conservation Areas - assisted David Hamstra with revising, finalizing, and submitting Notice-to-Proceed and Subconsultant Agreement to Bowman and Blair. [2.0 hrs]

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- The week of December 26, 2021, Pegasus Engineering (David Hamstra) coordinated with Greg Teague regarding the scope of work and the preliminary bid documents for the Neighborhood C-1 and C-2 milling and resurfacing of the alleyways, as well as the typical section for Garden Road; coordinated with APS (Brandon Duncan), Tim Qualls, and Teresa Kramer regarding the schedule for The Estates; pulled-together and submitted the 90% construction plans to FGT (Amy Powell); and assisted David Hamstra to pull-together various maps and exhibits for his site inspections. [4.0 hrs]
- The week of December 26, 2021, Pegasus Engineering (Greg Teague) Garden Road => coordinated with David Hamstra regarding the offset distances between the existing gas lines and the proposed road limits; Neighborhoods C-1 and C-2 milling and resurfacing => continued preparing the bid documents; and participated in a Teams Progress Meeting with David Hamstra. [15.0 hrs]
- The week of December 26, 2021, Pegasus Engineering (Johan Rodriguez) uploaded the latest construction plans to the District's website; and coordinated signatures and uploaded signature file to the Water Management District's website. [2.0 hrs]
- The week of December 26, 2021, Pegasus Engineering (Beth Whitehart) Reserve Study => submitted a request to Osceola County for the various neighborhood plans for the Harmony Reserve Study; and researched the SFWMD ePermitting portal for various neighborhood plans and provided the plans to Steve Swartz. [2.5 hrs]
- The week of December 26, 2021, Pegasus Engineering (Donny Greenough) assisted Greg Teague with data collection and information for Neighborhood C-1 and C-2 (Birchwood); and converted the alley information from GIS to AutoCAD for Greg Teague. [1.5 hrs]

LABOR COSTS

Sr. Project Manager, Hamstra, P.E.	26.0 hrs	@	\$ 195.00/hr	=	\$ 5,070.00
Sr. Project Engineer, Teague, P.E.	24.5 hrs	@	\$ 180.00/hr	=	\$ 4,410.00
Sr. Project Engineer, Rodriguez, P.E.	4.5 hrs	@	\$ 180.00/hr	=	\$ 810.00
Project Engineer, Whitehart, P.E.	3.0 hrs	@	\$ 150.00/hr	=	\$ 450.00
Sr. CADD/GIS Technician, Greenough	10.0 hrs	@	\$ 100.00/hr	=	\$ 1,000.00
Word Processor/Clerical, Villanueva	<u>8.0 hrs</u>	@	\$ 80.00/hr	=	<u>\$ 640.00</u>
	76.0 hrs				

Sub-Total Labor Costs \$ 12,380.00
 (Total Labor Costs to Date \$50,927.50)

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OTHER DIRECT COSTS

In-house plots, prints, and copies	\$ 670.40
Triangle Reprographics	\$ 146.82
Travel expenses	\$ 119.33
South Florida Water Management District Permit Application Fee (Garden Road)	<u>\$ 100.00</u>

Sub-Total Other Direct Costs	\$ 1,036.55
(Total Other Direct Costs to Date \$2,216.39)	

Amount Due This Invoice	\$ 13,416.55
Less Amount Over Budget	<u>(\$ 3,143.89)</u>
Adjusted Amount Due This Invoice	\$ 10,272.66

Total Authorization	\$ 50,000.00
Total Amount Billed to Date	<u>\$ 50,000.00</u>
Balance Remaining	\$ 0.00

Attachment “B”

Hourly Rate Sheet

7B

7Bi

**Harmony Community Development District
February 2022 General Counsel Report**

- I. Follow Up Research Concerning Tract B-1 - **Update**
- II. Florida Gas Transmission Company Encroachment Agreement – **DONE**
- III. Contract with PropLogix for Property Ownership Report - **Attached**

**AGREEMENT BETWEEN PROPLOGIX LLC AND THE HARMONY
COMMUNITY DEVELOPMENT DISTRICT REGARDING THE
PROVISION OF A PROPERTY OWNERSHIP REPORT**

THIS AGREEMENT made and entered into by and between PropLogix, LLC (hereinafter “Proplogix” or “Contractor”), whose address is 5901 N Honore Ave., Ste. 200, Sarasota, FL 34243 and the Harmony Community Development District (“District”), care of the District Manager, whose address is 313 Campus Street, Celebration, Florida 34747 (hereinafter “Parties”), shall bind the Contractor to provide Property Information Reports as set forth below.

SECTION I: PURPOSE OF AGREEMENT

The purpose of this Agreement between Contractor, an independent contractor, and the District is for the Parties to enter into an agreement for the provision of a report identifying those properties within the Boundary of the District which are owned by the District, with ownership details as set forth in Section IV below.

SECTION II: QUALIFICATIONS OF CONTRACTOR

The Contractor represents that it is qualified to fulfill the Property Information Report and related duties set forth below.

SECTION III: CONSIDERATION

1. That which induced the parties to enter into this agreement, in addition to the provisions of Section I-III, which provisions are dispositive, is the fee for the Contractor and the services to be received by the District both constituting good, valuable, adequate and sufficient consideration.

2. In consideration of this Agreement and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree to all of the provisions of this contract.

SECTION IV: DUTIES

1. The duties, obligations, and responsibilities of the Contractor are as follows:
Contractor agrees to prepare a Property Information Report as defined in Section 627.7843, Florida Statutes, for the District detailing the properties which the District owns in fee simple according to the most recent title transaction. Contractor will utilize industry standard tools in order to delineate the properties owned by the District. The District shall provide Contractor with the boundaries for the District within which Contractor shall perform such research. Contractor shall provide a Property Information Report showing the instrument of title for each property owned by the District. The Property Information Report shall be submitted to the District electronically and Contractor shall certify to the accuracy and thoroughness of the Property Information Report subject to the limit of liability for such report as provided in this Agreement. The Property Information Report shall contain the following disclaimer: “This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.”

2. All decisions concerning compliance with the terms of this contract and operations under this contract are specifically delegated and assigned to the District Manager or designee.

The point-person for Contractor shall be Stewart Holley, who shall report progress and relay any questions to the District Manager.

3. Subject to the approval of the District Manager, the Contractor shall:
 - a. Be responsible solely for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement. Contractor may, and the District Manager hereby approves, Contractor's use of subcontractors for fulfillment of the Property Information Report and related research services; provided, however, that Contractor shall remain responsible for the services performed by such subcontractors as if Contractor had performed the services itself.
 - b. Be responsible for immediately notifying the District through the District Manager of any/all issues, damage, and/or decline directly related to the Contractor's scope of work.
 - c. Report to the District Manager or designee.

SECTION V: COMPENSATION

1. The District agrees to compensate the Contractor a total fee of one thousand dollars (\$1,000.00) for the list of properties owned by the District within the District boundary.

2. Any compensation for additional duties for specifically referenced in Section IV above shall be paid only upon the written authorization of the District Manager and, if required by Board Policy, upon Board approval. In the event that Contractor, after conducting initial due diligence, determines that this project has a level of complexity requiring additional compensation, the Contractor shall notify the District to discuss the complexity and to discuss the appropriate resources to complete the scope of services.

SECTION VI: TERM

This Agreement shall commence upon execution by both Parties hereto and shall continue until the duties of the Contractor set forth above are performed in accordance with this Agreement.

Contractor agrees to have the Property Information Report finalized within 60 days following the date that the District provides the boundaries for the District within which Contractor shall perform such research.

SECTION VII: CONTRACTUAL RELATIONSHIP

1. Nothing herein shall be construed as creating the relationship of employer or employee between the District/District Manager and the Contractor or between the District/District Manager and the Contractor's employees.

2. Neither the District nor the District Manager shall be subject to any obligations or liabilities of the Contractor or its employees, incurred in the performance of the contract.

3. The Contractor is an independent contractor and nothing contained herein shall constitute or designate the Contractor or any of their employees as employees of the District or the District Manager.

4. Nothing herein shall be construed as to creating an agency relationship between the District and Contractor or the District Manager and Contractor.

SECTION VIII: LIMITATION OF LIABILITY AND INDEMNIFICATION

1. Subject to the limitations of liability contained herein, Contractor agrees to indemnify and hold harmless the District and its Manager, officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto.

2. CONTRACTOR HEREBY DISCLAIMS ANY AND ALL LIABILITY RELATED TO OR ARISING FROM ANY MIS-INDEXING, MIS-RECORDING, MIS-

SPELLING, INACCURACIES, ERRORS OR OMISSIONS OF ANY GOVERNMENT, MUNICIPALITY, OR THIRD PARTY DATA OR INFORMATION PROVIDER'S RECORDS, FILES, OR DOCUMENTS, INCLUDING WITHOUT LIMITATION THE PUBLICLY AVAILABLE ONLINE RECORDS OF THE COUNTY IN WHICH THE PROPERTY INFORMATION REPORTS ARE PERFORMED, AND UPON WHICH CONTRACTOR MAY RELY, AND ANY ERROR RESULTING FROM INCORRECT INFORMATION PROVIDED TO CONTRACTOR BY THE DISTRICT.

3. CONTRACTOR'S TOTAL LIABILITY AND THE DISTRICT'S EXCLUSIVE REMEDY FOR ANY LIABILITY, CLAIM, ACTION, SUIT OR DEMAND ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED PURSUANT THERETO SHALL BE LIMITED TO THE DIRECT MONEY DAMAGES INCURRED BY THE DISTRICT NOT EXCEEDING THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00).

4. The District agrees that nothing herein shall constitute or be construed as a waiver of the Contractor's limitations on liability contained in Section 627.7843, Florida Statutes.

5. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.

SECTION IX: AUTHORIZATION

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

SECTION X: ASSIGNMENT OF CONTRACT

1. No right or interest in this Agreement, or further formal contract, shall be assigned or delegated by the Contractor without the written permission of the District.
2. Any attempted assignment or delegation by Contractor shall be, void wholly, and ineffective totally, for all purposes, unless made in the conformity with this section.

SECTION XI: WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

SECTION XII: TERMINATION

The performance of services may be terminated in whole or in part by the District Manager in accordance with this provision and may be revised by the Board. Should the District Manager terminate the contract after Contractor has begun work and/or purchased materials, the District shall pay the contractor for all work performed by Contractor prior to termination pro-rata at the contract price.

SECTION XIII: MODIFICATIONS AND RECORDINGS

This Agreement can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.

SECTION XIV: PAYMENT FOR SERVICES PROCEDURE

1. The Contractor shall deliver to the District Manager an invoice in such form and with such detail as the District Manager reasonably requires.
2. The District Manager on behalf of the District shall pay the Contractor the fees set forth in Section V of this Agreement.

3. The District through its Manager reserves the right to require itemized documentation to verify the amount owed as prescribed in the invoice. If documentation is required to verify the Contractor's invoice, then payment by the District Manager on behalf of the District will take place on the 30th day of the calendar month in which both the invoice and the itemized documentation are received by the District through its Manager.

4. Any change orders are discouraged and subject to approval by the District Manager or District Board as set forth in the District Procurement Policy.

SECTION XV: ADJUSTMENT OF SERVICES

1. The District reserves the right to reduce any portion of the Contractor's Scope of Services, or amend any work Authorization, as agreed upon by this Agreement.

2. Should the District reduce the scope of the Contractor's Scope of Services or amend a work Authorization after Contractor has begun work, the District shall pay the contractor for all work performed by Contractor prior to reduction pro-rata at the contract price.

SECTION XVI: E-VERIFY

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of its employees providing the services specified in this Agreement.

SECTION XVII: ADVERTISING

1. The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the District or the name of "Harmony" (either alone or in conjunction with or as part of any other word, mark or name) in any advertising, publicity or promotion.

2. This advertising restriction shall include, but is not limited to, the express or implied endorsement by the District of the Contractor's services.

3. This advertising prohibition shall extend to any use of “Harmony,” or the District, in any other manner whatsoever, whether specifically mentioned above or not.

SECTION XVIII: WAIVER

Any failure by the District and the District Manager to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the District reserves the right and privilege to subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

SECTION XIX: ENFORCEMENT OF AGREEMENT

In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION XX: MISCELLANEOUS PROVISIONS

1. This agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be assigned, amended, modified or rescinded, unless otherwise provided in this Agreement, except in writing and signed by the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision is found to be invalid or alter substantially the benefits of the Agreement for either of the parties.

2. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

4. Written notices, required to be given under this Agreement, shall deemed given when received by the District through personal delivery, courier service, or certified mail delivered to all of the following addresses:

Harmony Community Development District
ATTN: District Manager
313 Campus Street
Celebration, Florida 34747

Young Qualls, P.A.
ATTN: Timothy R. Qualls
216 South Monroe Street
Tallahassee, Florida 32301

PropLogix, LLC
ATTN: General Counsel
5901 N Honore Ave., Ste. 200
Sarasota, FL 34243

THIS SPACE IS INTENTIONALLY LEFT BLANK. SEE FOLLOWING PAGE FOR EXECUTION BY THE PARTIES.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

BEN GOLDBERG, CRO
PROPLOGIX, LLC

Date: _____

ATTEST:

TERESA KRAMER, CHAIR
HARMONY COMMUNITY
DEVELOPMENT DISTRICT

Date: _____

As authorized for execution by the Board of Supervisors of the Harmony Community Development District at its January 2021 Regular Meeting.

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**AGREEMENT BETWEEN BOWMAN AND BLAIR ECOLOGY AND DESIGN, INC.
AND THE HARMONY COMMUNITY DEVELOPMENT DISTRICT
FOR ECOLOGICAL MONITORING SERVICES**

THIS AGREEMENT made and entered into by and between Bowman and Blair Ecology and Design, Inc. (“Contractor”), 5080 Parkridge Court, Oviedo, Florida 32765 and the Harmony Community Development District (“District”), care of the District Manager, whose address is 313 Campus Street, Celebration, Florida 34747 (hereinafter “Parties”), shall bind the Contractor to provide ecological monitoring services set forth below to the satisfaction of the District.

SECTION I: PURPOSE OF AGREEMENT

The purpose of this Agreement between Contractor, an independent contractor, and the District, is for the Parties to enter into an agreement for the provision of ecological monitoring services as set forth in Section IV below.

SECTION II: QUALIFICATIONS OF CONTRACTOR

The Contractor represents that it is qualified to fulfill the ecological monitoring services and related duties set forth below.

SECTION III: CONSIDERATION

1. That which induced the parties to enter into this agreement, in addition to the provisions of Section I-III, which provisions are dispositive, is the fee for the Contractor and the services to be received by the District, both constituting good, valuable, adequate and sufficient consideration.

2. In consideration of this Agreement and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree to all of the provisions of this contract.

SECTION IV: DUTIES

1. The duties, obligations, and responsibilities of the Contractor are as follows:
 - a. Conduct a site visit to establish multiple photo and qualitative monitoring locations, in lieu of occasional monitoring transects, as determined from the preliminary site assessment. See attached map (Exhibit 1) of proposed monitoring locations. Note: Specific monitoring and photo points will be flagged in the field and located with GPS at spots that offer best views of areas with invasive species to be treated, with consideration for locations accessible from common areas.
 - b. Monitoring is proposed to include photos taken facing cardinal directions from one or more permanent, field-marked locations within each of the ten Harmony CDD wetlands. At each point, the vegetative community conditions will be qualitatively assessed, documented, and the information compiled for each annual monitoring report.
 - c. Coordinate with vegetation management contractor such that the dates and types of management can be included in the monitoring report.
 - d. Prepare a monitoring report for submission to the South Florida Water Management District.
 - e. Coordinate with the District Manager regarding the schedule of monitoring and reporting.
 - f. Annual Monitoring Services for years 2023 through 2026
 - i. Collect field data from established monitoring locations including vegetative communities' conditions, changes, and photos from each location.
 - ii. Prepare and submit Annual Monitoring Report to South Florida Water Management District.
 - iii. Quarterly consultation with vegetation management staff and/or contractor on treatments and progress.
 - iv. Conduct a site visit six months following the submission of each report to observe treatment progress and any changes in vegetative communities. Additional information gathered will be included in the annual monitoring report.
 - v. Participate in two on-site meetings with South Florida Water Management District and/or Harmony CDD staff annually.

2. The duties, obligations, and responsibilities of the District are as follows:

- a. The District will make provisions for Contractor's staff to enter upon the properties as required for performing services.
- b. The District will confer with the Contractor before issuing interpretation or clarification of the Contractor's work and assume responsibility for any such action taken without clarification.
- c. The District will provide all necessary documentation, information or contacts which are necessary to complete the scope of services. Any delay in correspondence on behalf of the District or third parties which are necessary to complete the services may result in delay of deliverables.

3. All decisions concerning compliance with the terms of this contract and operations under this contract are specifically delegated and assigned to the District Manager or designee. The point-person for Contractor shall be Catherine L. Bowman, who shall report progress and relay any questions to the District Manager.

4. Subject to the approval of the District Manager, the Contractor shall:

- a. Be responsible solely for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District Manager.
- b. Not use subcontractors for any portion of the scope of services detailed in Section IV above unless approved by the District Manager.
- c. Ensure that employees working on the Project shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the District Manager is unsightly for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.
- d. Enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees that communicate and interact with the Harmony community and any other customers/party associated with the Harmony project are knowledgeable of the Project and the Services that the Contractor is performing.

- e. Develop, implement, and maintain a safety program or its operations on the Project. The safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintain equipment safety features, and safety record keeping.
 - f. Be available for an inspection (walk-thru) with the District Manager or the Manager's designee during regular working hours after duties set forth above are completed by the Contractor. This inspection shall be scheduled with the District Manager and Contractor, or their lawful representatives, with a resulting punch list of problems and corrective actions taken as soon as practicable after the walk-thru is completed.
 - g. Be responsible for immediately notifying the District through the District Manager of any/all issues, damage, and/or decline directly related to the Contractor's scope of work.
 - h. Report to the District Manager or designee.
5. Additional duties may be specified by the District Manager or designee.

SECTION V: COMPENSATION

1. The District agrees to compensate the Contractor six thousand six hundred ninety dollars (\$6,690.00) for the setup of the monitoring transects and for conducting new baseline monitoring/reporting as detailed in Section IV (a-e).
2. The District agrees to compensate the contractor five thousand fifty dollars (\$5,050.00) for annual monitoring services as detailed in Section IV(f). Compensation for services detailed in Section IV(f) shall be invoiced semi-annually following the mid-year assessment and the annual monitoring/reporting.
3. Any compensation for additional duties not specifically referenced in Section IV above shall be paid only upon the written authorization of the District Manager and, if required by Board Policy, upon Board approval.

SECTION VI: TERM

This Agreement shall commence upon execution by both Parties hereto and shall continue annually for the calendar years of 2023, 2024, 2025 and 2026 until the duties of the Contractor set forth above are performed to the satisfaction of the District.

SECTION VIII: CONTRACTUAL RELATIONSHIP

1. Nothing herein shall be construed as creating the relationship of employer or employee between the District/District Manager and the Contractor or between the District/District Manager and the Contractor's employees.

2. Neither the District nor the District Manager shall be subject to any obligations or liabilities of the Contractor or its employees, incurred in the performance of the contract.

3. The Contractor is an independent contractor and nothing contained herein shall constitute or designate the Contractor or any of their employees as employees of the District or the District Manager.

4. Nothing herein shall be construed as to creating an agency relationship between the District and Contractor or the District Manager and Contractor.

SECTION IX: INSURANCE

The Contractor shall maintain throughout the term of this Agreement the following insurance:

- a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) per occurrence and \$2,000,000 in the aggregate. The District shall be named as an additional insured.
- c. Workers compensation in the amount of \$1,000,000.

- d. Professional Liability Insurance with limits of \$1,000,000 (one million dollars).
- e. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

SECTION X: INDEMNIFICATION

1. The Contractor agrees to indemnify and hold harmless the District and its Manager, officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto.

2. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.

SECTION XI: AUTHORIZATION

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

SECTION XII: ASSIGNMENT OF CONTRACT

1. No right or interest in this Agreement, or further formal contract, shall be assigned or delegated by the Contractor without the written permission of the District.

2. Any attempted assignment or delegation by Contractor shall be, void wholly, and ineffective totally, for all purposes, unless made in the conformity with this section.

SECTION XIII: WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

SECTION XIV: TERMINATION

The performance of services may be terminated in whole or in part by the District Manager in accordance with this provision and may be revised by the Board. Should the District Manager terminate the contract after Contractor has begun work and/or purchased materials, the District shall pay the contractor for all work performed by Contractor prior to termination pro-rata at the contract price.

SECTION XV: MODIFICATIONS AND RECORDINGS

This Agreement can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.

SECTION XVI: PAYMENT FOR SERVICES PROCEDURE

1. The Contractor shall deliver to the District Manager an Application for Payment in such form and with such detail as the District Manager requires.
2. The District Manager on behalf of the District shall pay the Contractor its Fixed Fee plus additional fees in connection with Work Authorizations, if any.
3. The District through its Manager reserves the right to require itemized documentation to verify the amount owed as prescribed in the Application for Payment. If documentation is required to verify the Contractor's Application for Payment, then payment by the District Manager on behalf of the District will take place on the 30th day of the calendar month

in which both the Application for Payment and the itemized documentation are received by the District through its Manager.

4. Any change orders are discouraged and subject to approval by the District Manager or District Board as set forth in the District Procurement Policy.

SECTION XVII: ADJUSTMENT OF SERVICES

1. The District reserves the right to reduce any portion of the Contractor's Scope of Services, or amend any work Authorization, as agreed upon by this Agreement.

2. In such event that an adjustment is deemed necessary, the District shall be entitled to a fee reduction proportionate to the negotiated Fixed Fee determined within this agreement.

3. Should the District reduce the scope of the Contractor's Scope of Services or amend a work Authorization after Contractor has begun work, the District shall pay the contractor for all work performed by Contractor prior to reduction pro-rata at the contract price.

SECTION XVIII: E-VERIFY

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the agreement for the services specified in this Agreement. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the agreement term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) and an affidavit that Contractor and its subcontractors do not employ unauthorized aliens to the District Manager within five (5) business days of execution of this Agreement.

SECTION XIX: ADVERTISING

1. The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the District or the name of “Harmony” (either alone or in conjunction with or as part of any other word, mark or name) in any advertising, publicity or promotion.

2. This advertising restriction shall include, but is not limited to, the express or implied endorsement by the District of the Contractor’s services.

3. This advertising prohibition shall extend to any use of “Harmony,” or the District, in any other manner whatsoever, whether specifically mentioned above or not.

SECTION XX: WAIVER

Any failure by the District and the District Manager to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the District reserves the right and privilege to subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

SECTION XXI: FINAL PAYMENT

1. The Contractor’s acceptance of the final payment under this Agreement, or the acceptance of the final payment upon early termination hereof, shall constitute a full and complete release of the District and District Manager from any and all claims of the Contractor.

2. The claims upon which the District is released includes, but may not be limited by, any demands and causes of action whatsoever which the contractor may have against the District in any way related to the subject matter of this Agreement.

3. Upon receipt of final payment from the District Manager, the Contractor shall, as a condition precedent to receipt of final payment, submit to the District a fully and properly executed general Release.

4. Neither the District's or District Manager's review, approval, acceptance of payment, nor lack of payment for any of the Services required under this Agreement shall be construed as a waiver of any rights, under this Agreement or act as a waiver to any cause of action arising out of the performance of this Agreement.

5. The Contractor shall be and remain liable to the District in accordance with law for all damages to the District caused by the Contractor's performance, or lack of performance, of any of the services furnished, or agreed upon, pursuant to this Agreement.

SECTION XXII: ENFORCEMENT OF AGREEMENT

In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION XXIII: MISCELLANEOUS PROVISIONS

1. This agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be assigned, amended, modified or rescinded, unless otherwise provided in this Agreement, except in writing and signed by the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision is found to be invalid or alter substantially the benefits of the Agreement for either of the parties.

2. The rights and remedies of the District provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

3. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

4. Written notices, required to be given under this Agreement, shall deemed given when received by the District through personal delivery, courier service, or certified mail delivered to all of the following addresses:

Harmony Community Development District
ATTN: District Manager
313 Campus Street
Celebration, Florida 34747

Young Qualls, P.A.
ATTN: Timothy R. Qualls
216 South Monroe Street
Tallahassee, Florida 32301

Bowman and Blair Ecology and Design, Inc.
ATTN: Catherine L. Bowman, President
5080 Parkridge Court
Oviedo, Florida 32765

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

**CATHERINE L. BOWMAN, PRESIDENT
BOWMAN AND BLAIR ECOLOGY AND
DESIGN, INC.**

Date: _____

ATTEST:

**TERESA KRAMER, CHAIR
HARMONY COMMUNITY
DEVELOPMENT DISTRICT**

Date: _____

As authorized for execution by the Board of Supervisors of the Harmony Community Development District at its January 27, 2022 Regular Meeting.

**ADDENDUM TO AGREEMENT
Ecological Consulting Services**

Harmony Community Development District
Conservation Areas Monitoring
U. S. 192, Osceola County, Florida

Prepared For:

Pegasus Engineering, LLC
301 West State Road 434, Suite 309
Winter Springs, Florida 32708

5 January 2022
B&B Project No. 210139
Doc./ 210139-Pegasus.Harmony_MOA-010522.doc

This Agreement sets forth the terms under which **Bowman and Blair Ecology and Design, Inc.** (Bowman and Blair) will provide ecological consulting services to **Pegasus Engineering, LLC** (Client), Client's responsibilities, and compensation for professional services.

PROJECT DESCRIPTION

The Harmony Community Development District (Harmony CDD) owned areas currently include ten conservation easement areas (wetlands) based on the Pegasus Engineering's 18 November 2021 Exhibit 1 (attached). The earlier monitoring events included upland and wetland conservation areas which are not currently controlled by the Harmony CDD, such that one previously monitored wetland transect remains in Harmony CDD ownership. To document changing conditions within the ten wetlands under Harmony CDD control and provide regular reports to the South Florida Water Management District (SFWMD) as required by Permit No. 49-01058-P/SFWMD Application No. 991227-13, a new monitoring plan (1.3 through 2.5 below) will be used in tracking the condition of these Harmony CDD wetlands. In addition to documenting the general hydrologic and vegetative communities conditions within the wetlands and their upland buffers, monitoring will focus on addressing the cover of invasive non-native species.

1.0 SCOPE OF SERVICES

Tasks and deliverables will include:

- 1.1 Preliminary online research and review the current management plan to obtain information regarding history of the permitting, mitigation areas, and treatment protocols for the documented invasive non-native species. (COMPLETED)
- 1.2 Meet with Harmony representative to conduct an initial site review to see the conservation areas which will need to be monitored, including reviewing areas of invasive exotic cover that will need to be addressed. (COMPLETED)
- 1.3 Conduct a site visit to establish multiple photo and qualitative monitoring locations, in lieu of occasional monitoring transects, as determined from the preliminary site assessment. See attached map of proposed monitoring locations. Note: Specific monitoring and photo points will be flagged in the field and located with GPS at spots that offer best views of areas with invasive species to be treated, with consideration for locations accessible from common areas.
- 1.4 Monitoring is proposed to include photos taken facing cardinal directions from one or more permanent, field-marked locations within each of the ten Harmony CDD wetlands. At each point, the vegetative community conditions will be qualitatively assessed, documented, and the information compiled for each annual monitoring report.
- 1.5 Coordinate with vegetation management contractor such that the dates and types of management can be included in the monitoring report.

- 1.6 Prepare a monitoring report for submission to the SFWMD.
- 1.7 Coordinate with the District compliance staff regarding the schedule of monitoring and reporting.

2.0 Annual Monitoring 2023-2026

- 2.1 Collect field data from established monitoring locations including vegetative communities' conditions, changes, and photos from each location.
- 2.2 Prepare and submit Annual Monitoring Report to SFWMD.
- 2.3 Quarterly consultation with vegetation management staff and/or contractor on treatments and progress
- 2.4 Conduct a site visit 6 months following the submission of each report to observe treatment progress and any changes in vegetative communities. Additional information gathered will be included in the annual monitoring report.
- 2.5 Participate in two on-site meetings with SFWMD and/or Harmony CDD staff annually.

3.0 PAYMENT TERMS

- 3.1 Compensation for services shall be as follows and shall be invoiced **semi-annually** following the mid-year assessment and the annual monitoring/reporting, respectively.

Research and Site Assessment

(Section 1.1-1.2): **completed**

Set up monitoring transects and conduct new baseline monitoring/reporting

(Sections 1.3 -1.7) **\$6,690.00**

Annual Monitoring 2023-2026

(Sections 2.1-2.5) **1 Year** **\$5,050.00**

4 Year Total \$20,200

The following hourly rates are used to develop fees for Sections 1.3 – 1.7 under this agreement and additional services.

Senior Scientist/Project Manager: \$70/Hour

GIS/CAD/Field Assistant: \$60.00/Hour

4.0 ADDITIONAL SERVICES

Additional meetings or site visits in excess of those covered in sections 1.0 and 2.0.

5.0 OWNERSHIP OF DOCUMENTS

5.1 Bowman and Blair shall furnish electronic files of the deliverables required by the Scope of Services to the Client and which will become the property of the Client. Backup documents (field notes, internal calculations, and drafts, etc.) will be retained in the files of Bowman and Blair.

6.0 CLIENT'S RESPONSIBILITIES

6.1 The Client will make provisions for Bowman and Blair staff to enter upon the properties as required for performing services.

6.2 The Client will confer with the Bowman and Blair before issuing interpretation or clarification of the Bowman and Blair's work and assume responsibility for any such action taken without clarification.

6.3 The Client will provide all necessary documentation, information or contacts which are necessary to complete the scope of services. Any delay in correspondence on behalf of the Client or third parties which are necessary to complete the services may result in delay of deliverables.

7.0 GENERAL

7.1 The services performed by the Bowman and Blair shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the ecological services consulting profession in the same locale and acting under similar circumstances and conditions. Bowman and Blair shall perform its services as expeditiously as is consistent with such professional skill and care. Except as set forth herein, Bowman and Blair makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the services which may be furnished by Bowman and Blair to the Client.

7.2 This Agreement shall be binding upon the parties and their executors, administrators, personal representatives, heirs, successors, and assigns. This Agreement shall be considered to and governed by the laws of the State of Florida.

7.3 Bowman and Blair shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of Bowman and Blair.

7.4 The services will be performed on behalf of and solely for the exclusive use of Client, Owner and

t h e i r successor or assigns.

8.0 INSURANCE

Bowman and Blair agrees to the following insurance requirements.

8.1 Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

8.2 Automobile Liability Insurance in the amount of \$1,000,000 for hired and non-owned vehicles.

8.3 Professional Liability Insurance in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate.

8.4 Workers compensation in the amount of \$1,000,000

By the act of signing, the principals below affirm their authority to do so.

Authority for:

BOWMAN AND BLAIR ECOLOGY AND DESIGN, INC.

Catherine L. Bowman

5 January 2022

Catherine L. Bowman, President

Date

and

PEGASUS ENGINEERING, LLC

Date



COPY



W4B

W17

W14

W13

W4

W10

W5

W4

W6



W8

W7



1 inch = 800 feet

Legend

-  Harmony Jurisdictional Wetlands
-  Potential Monitoring Locations

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroC and the GIS User Community

7C

7Ci

Harmony CDD Field Manager Report – February 2022

- 7048 Buttonbush Loop – Resident tree issue
- Tow boat update- Photos below, wrapping up boat in two weeks
- Swale Restoration Proposal -Syte Works and CEPRA
- Sidewalk Panel Replacement Update – ACPLM and Orlando Driveway Maintenance
- Bee and Bee Tree Update – Work beginning mid-week of 2/21/2022
- Spies Pool Update – Swim Club and Ashley Park Pool
- Tow Signage and SOP



HARMONY MONTHLY INSPECTION

Thursday, February 17, 2022

33 Issues Identified



ISSUE 1 - TOWN SQUARE

Assigned To Servello

Grass partially burned.



ISSUE 2 - TOWN SQUARE

Assigned To Servello

Grass partially burned.



ISSUE 3 - TOWN SQUARE STATUE

Assigned To Inframark

Statue need pressure washer and paint.



ISSUE 4 - SWIM CLUB

Assigned To Inframark

Swim Club amenity roof with green algae, need soft washing.



ISSUE 5 - FIVE OAKS DR. (THROUGHOUT)

Assigned To Servello

Grass partially burned.



ISSUE 6 - ASHLEY TOWNHOUSE CDD PROPERTY

Assigned To Servello

Dried tree and grass partially burned.



ISSUE 7 - ASHELY POOL PARK

Assigned To Servello

Dead plants and empty spots.



ISSUE 8 - HARMONY TOWER ENTRANCE

Assigned To Servello

Leaves need to be removed with air blower.



ISSUE 9 - HARMONY TOWER ENTRANCE

Assigned To Servello

Not marked edges.



ISSUE 10 - HARMONY TOWER ENTRANCE

Assigned To Inframark

Sidewalk with green algae; need pressure washing.



ISSUE 11 - HARMONY TOWER ENTRANCE

Assigned To Servello

Dead plants and empty spots.



ISSUE 12 - HARMONY TOWER ENTRANCE

Assigned To Servello

Ant nest and dead plants.



ISSUE 13 - TOWN SQUARE

Assigned To Servello

Empty spots.



ISSUE 14 - FIVE OAKS DR (THROUGHOUT)

Assigned To Servello

Leafs need to be removed with the air blower.



ISSUE 15 - FIVE OAKS DR. (THROUGHOUT)

Assigned To Servello

Leafs need to be removed with the air blower.



ISSUE 16 - CAT BRIER TRAIL

Assigned To Servello / Inframark

Grass partially burned, and sidewalks need pressure washing.



ISSUE 17 - CAT BRIERTRAIL

Assigned To Servello

Plants burned and empty spots.



ISSUE 18 - CAT BRIER TRAIL (THROUGHOUT)

Assigned To Servello

Grass partially burned.



ISSUE 19 - CAT BRIER TRAIL (THROUGHOUT)

Assigned To Servello

Massive leaves need to be removed with the air blower.



ISSUE 20 - BUCK LAKESHORE PARK

Assigned To Servello

Grass burned.



ISSUE 21 - HARMONY (WEST ENTRANCE)

Assigned To Servello

Plants burned.



ISSUE 22 - HARMONY (WEST ENTRANCE)

Assigned To Servello

Grass burned.



ISSUE 23 - BUCK LAKESHORE PARKING

Assigned To Servello

Bushes and edges need to be trimmed up and dead tree.



ISSUE 24 - BUCK LAKESHORE PARKING

Assigned To Servello

Bushes and edges need to be trimmed up, and removed the dead plants.



ISSUE 25 - ASHELY POOL PARK

Assigned To Servello

Garden need to be attention, new plants and mulch.



ISSUE 26 - ASHELY POOL PARK

Assigned To Servello

Garden need to be attend; Dead plants, empty spots and create back the edges.



ISSUE 27 - ASHELY POOL PARK

Assigned To Servello

Empty spots.



ISSUE 28 - SCHOOLHOUSE RD

Assigned To Servello

Massive leaves need to be removed with the air blower.



ISSUE 29 - ASHELY POOL AMENITY

Assigned To Inframark

The Ashley Pool amenity roof have green algae and need soft washing.



ISSUE 30 - FIVE OAKS DR. ROUNDABOUT

Assigned To Servello

Plants burned.



ISSUE 31 - SWIM CLUB

Assigned To Servello

Burned palm trees and empty spots.



ISSUE 32 - FIVE OAKS DR. SIDEWALKS

Assigned To Inframark
Sidewalk replacement.



ISSUE 33 - FIVE OAKS DR

Assigned To Servello
Dry tree close with The Lakes.

7Cii

Harmony CDD Landscape RFP

Board of Supervisors Scope Adjustment Requests

- **General Requirements:**
 - **Update the maintenance map to clearly ID maintenance areas included in this scope of services.**
 - The landscape vendor must respond to monthly Field Inspection audits within 5 days and must rectify all items within 15 days. Failure to do so will cause a 10% reduction in the monthly payment.
 - Contractor shall have a minimum of 5 landscape laborers, plus their site supervisor, for a minimum of 40 hours per week. These service visits will match the mowing frequency for St. Augustine. Field Services can randomly request a head count from the vendor. Any labor shortage will cause the District to deduct 10% from the monthly payment.
 - Discuss the hours of operation, especially in the summer months as the days are longer. Add language that requires the vendor to seek permission for Saturday work, if needed. This will allow the vendor to catch up if rain events cut into their normal work week.
 - Discuss the control of “key personnel” and certifications.
 - Discuss the opportunity to stage on-site. Make it clear that any storage container will be paid for by the contractor, not the District
 - Remove/delete entities listed in Section 3 of current scope that are no longer involved with the District. (i.e., Harmony Development Company)

- **Turf Care Notes:**
 - **Remove any product names from the Scope of Services.** Leave it up to the selected vendor to determine what products to use.
 - The landscape vendor must be equipped with a side cutting mower (or boom arm attachment) capable of cutting pond buffer zones to a maximum of 8”. The mowing shall take place on a quarterly basis. Upon selection, the vendor must provide the District with a schedule of services.
 - Line trimming shall only occur around fence posts, signage, light poles or any objects that require such trimming. At no time should line trimmers be used to “mow” large areas of turfgrass, as this will damage the leaf tips and possibly cause harm to the turf.
 - At no time shall non-selective herbicides be used to edge tree rings, bed edges, or be substituted for line trimming above mentioned structures, unless approved by the District Manager prior to application.
 - Are we adding maintenance responsibilities on the 192 medians into this Scope of Services?
 - Dog Park turf needs to be checked 52 weeks per year for mowing. At no time will the turf be allowed to be taller than 4.5”.

- **Section 4.2 - Sports Turf-** Clearly ID this area on the maintenance map. Also, consider increased specifications for this area. Possibly need to re-sod this area and start from scratch. Include aerification, verti-cutting and top dressing as an extra service cost if Bermuda grass is the desired turf.

- **Tree Care Notes:**
 - Tree trimming shall be a separate line item in the contract. An outside vendor can be selected.
 - TREE CARE- Discuss removing this completely from the contract.
 - My opinion- maintenance pruning up to 15' of trees in common areas maintained in the contract should be left within the scope of services. The trees that are in front of residential units (between the sidewalk and roads) are excluded from the contract and will be done via a separate bid. Maintenance pruning consists of removing suckering growth as needed, elevating canopies from the ground, using a pole-saw up to 15'
 - Discuss maintenance height requirements by location (Parks vs. roadways)
 - Palm Trees – two times per year, billed at time of service. We need a price per palm by species.

- **Irrigation Services Notes:**
 - Review/discuss the access needed to the Maxicomm computer in the Field Service office. Possibly look at using the end room as Landscape Vendor's office/irrigation storage room and lock the door from the outside.
 - Irrigation section will need to be revamped. Most of the section discusses District Staff being responsible for inspecting /operating the Maxicomm
 - Ask for licensed Maxicomm personnel

- **Shrubs/Groundcover Care Notes:**
 - Hand weeding landscape beds of weeds larger than 3". Non-selective herbicide can be applied, but any plants damaged by this method will be replaced under warranty by the landscape vendor.
 - **Section 4.3.2 – Pruning-** Provide a minimum trim frequency of monthly (12 times)
 - Discuss pruning for shape vs. natural growth habit.
 - Add in rejuvenation pruning for Florida Friendly material. This will allow for plants to reset height and bloom (i.e, firebush, native grasses, viburnum species, thyrallis, etc.)

- Add in a state regarding Conservation Areas- these areas are marked by signs and mowable areas shall be maintained to the installed signage. Maintenance obligations shall not go past these signs at any time.
 - Discuss hand weeding option only
 - Leaf removal- add a frequency and request a schedule.
 - Remove line items that current Field Staff is responsible for. Litter removal should be kept in so that vendors are removing trash from beds and turf areas during their service visits.
-
- **Unscheduled Maintenance Notes:**
 - Community mulching shall be a separate line item in the contract. An outside vendor can be selected.
 - Seasonal color rotations (Annuals) shall be a separate line item in the contract. An outside vendor can be selected.
 - Ask vendor to provide a Price per Acre to treat fire ants with TopChoice. TopChoice is manufactured by Bayer and comes with a 1-year warranty. I am attaching additional reading material.
 - <https://www.environmentalscience.bayer.us/turf-and-ornamentals-management/golf-course-management/products/topchoice>
 - Discuss removing Seasonal Color (Annuals) from the contract, replacing with perennial flowers (Spring and Summer options: pentas/lantana Winter Options: geraniums)
 - Ask for a pricing sheet from vendors for services outside of the contract. This may assist in better pricing options.

EXHIBIT B

Scope of Services

1. Scope
 - 1.1 General Overview
 - 1.2 Community Development District
 - 1.3 Service Area Map

2. General Contractor Requirements and Procedures
 - 2.1 Operation Procedures
 - 2.2 Key Personnel
 - 2.3 Personnel Dress Code
 - 2.4 Personnel Conduct
 - 2.5 Safety Program
 - 2.6 Facility Location
 - 2.7 Subcontractors
 - 2.8 Consultants
 - 2.9 Data Maintenance
 - 2.10 Quality Control
 - 2.11 Materials
 - 2.12 Licensing and Permits
 - 2.13 Liability and Adherence to Scope of Services

3. Coordination

4. Scheduled Operations and Maintenance
 - 4.1 Turf Care
 - 4.2 Sport Turf
 - 4.3 Shrubs/Groundcover Care
 - 4.4 Tree Care
 - 4.5 Irrigation System
 - 4.6 Litter Removal
 - 4.7 District/District Manager Awareness

5. Unscheduled Maintenance and Repairs
 - 5.1 General
 - 5.2 Damaged Facilities
 - 5.3 Emergency Repairs
 - 5.4 Unscheduled Maintenance

6. Monthly Highlight Report

7. Response Time
 - 7.1 General
 - 7.2 Emergency Response Program

1. SCOPE

The Contractor shall provide landscape and general grounds maintenance for the Harmony Community Development District (hereinafter “CDD” or “District”) within the designated Service Area. Note that the CDD boundary, adjacent to the golf course, is marked with vertical white PVC pipe approximately every 300 feet.

1.1 General Overview

Harmony, located in the Osceola County off U.S. Hwy. 192, is a planned residential community.

1.2 Community Development District (CDD)

The Harmony Community Development District (“District” or “CDD”) is a local unit of special-purpose government that was created pursuant to Chapter 190, Florida Statutes and established on the property via an ordinance enacted, ordered, and approved by Osceola County.

The CDD areas to be included in this landscape and ground maintenance Scope of Services are generally defined as all the District systems, works, or facilities within Harmony (“Service Area”). These areas and elements include public parks, roadway shoulder areas (landscape and sidewalks), stormwater management ponds, roadway bridges, culverts, and headwalls. These areas are highlighted on the attached map.

The District shall furnish access to all areas of the jobsite where the Contractor is required to perform this Scope of Services.

1.3 Service Area Map

A Service Area Map is attached and incorporated to the underlying Landscape Maintenance Service Provision Agreement (“Agreement”) as Exhibit C. The Service Area Map is a general map of the community that highlights the Service Area covered under this Scope of Services.

Commented [PB1]: We need to make sure that we have the latest District Map from David to ensure all areas are being covered in the RFP.

2. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

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

2.1 Operation Procedures

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

2.2 Key Personnel

- 2.2.1 All Work shall be managed and/or directed by key personnel identified in the proposal. Any changes in the assigned key personnel shall be subject to approval by the District Manager. Where applicable, the Contractor shall require certifications, training, etc. be secured and updated for all employees for the maintenance and technical services performed under this contract.
- 2.2.2 Contractor shall provide one (1) Project Manager who is knowledgeable of the Contractor's daily activities when performed at the site and is experienced in landscape maintenance. The Project Manager will be responsible for overall supervision of the Contractor's work force for the District Service Area and shall serve as the single point of contact between the District and Contractor. The Project Manager shall maintain at all times a means of being contacted by the District Manager and/or the District Manager's Designated Personnel and shall respond to such a call within a reasonable amount of time. The Project Manager shall be responsible for coordinating all scheduled services and activities and shall notify the District Manager and or the District Manager's Designated Personnel of the daily schedule, for quality control of the Contractor's services, and for arranging and supervising unscheduled maintenance services requested by the District or the District Manager.
- 2.2.3 Contractor shall provide at least one (1) full-time onsite Field Supervisor to observe and monitor the daily activities including landscape and general grounds maintenance operations. The Field Supervisor shall be Green Industries Best Management Practices Certified and must have experience in central Florida ornamental horticulture and Florida-friendly landscape practices.
- 2.2.4 Contractor shall provide adequate staffing levels in order to complete the duties outlined in the Agreement and its Scope of Services so that the duties of the Contractor are performed in a timely, skillful and competent manner.

2.3 Personnel Dress Code

The Contractor shall ensure that employees working pursuant to the Agreement shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the District Manager and/or the District Manager's Designated Personnel is unsightly for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

2.4 Personnel Conduct

The Contractor shall enforce strict discipline and good order among its employees. The Contractor shall ensure that its employees that communicate and interact with the Harmony community are knowledgeable of the Scope of Services and other duties of the Contractor.

2.5 Safety Program

The Contractor shall develop, implement, and maintain a safety program for its operations performed under this Scope of Services. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

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

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

2.6 Facility Location

The District shall not provide a storage building within the boundaries of the District for the Contractor as part of this Scope of Services. The Contractor shall, upon receipt of written approval from the District Manager, be allowed to temporarily store, if necessary, its materials and equipment onsite at a District-selected location. The Contractor shall be responsible for security of its stored materials and equipment, as well as any connections for utilities to the storage site. The Contractor may be allowed to temporarily have placed a debris dumpster specifically intended for the disposal of debris generated as part of the Contractor's daily activities as outlined throughout this agreement so long as the location of the debris dumpster is approved by the District Manager. Contractor shall be solely responsible for the costs associated with said debris dumpster.

Commented [PB2]: Will a storage area be allowed in the new contract? I believe we currently have a roll off on property.

2.7 Subcontractors

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

1. The Contractor shall reserve the right to hire qualified Subcontractors to perform specialized functions or work including specialized equipment as may be required, at Contractor's expense.
2. The Contractor shall be responsible for, and coordinate with, the services of any of its Subcontractors.
3. The Contractor shall require all its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

2.8 Consultants

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

1. The Contractor shall reserve the right to hire qualified consultants to perform specialized functions or work including specialized equipment as may be required, at Contractor's expense
2. The Contractor shall be responsible for, and coordinate with, the services of any of its Consultants.
3. The Contractor shall require all Consultants, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

2.9 Data Maintenance

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

The District shall retain the right to require that the Contractor transfer all landscape maintenance service data to the District immediately upon fourteen days' written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all of said data to the District.

2.10 Quality Control

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

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

2.11 Materials

All materials shall conform to bid specifications. Contractor will meet all licensing and reporting requirements.

2.12 Licensing and Permits

Contractor shall maintain any applicable license and permit requirements of Osceola County, the State of Florida, the Federal Government as well as all other requirements of the law.

2.13 Liability and Adherence to Scope of Services

Contractor shall be liable for any damage of any kind whatsoever that is caused by the negligence of the Contractor, its agents or employees.

Throughout the entire Service Area, Contractor shall maintain the installed number of shrubs, groundcover, trees, and turf. At the direction of the District Manager, Contractor shall replace or repair (or reimburse District for the cost of any replacement or repairs made by the District), at Contractor's own expense, those turf areas, shrubs, groundcovers, trees, or other District systems or facilities, that are damaged or lost due to the negligence of the Contractor and/or the failure of the Contractor to adequately control insect, disease, and/or fungus. All replacements shall meet the current size, specification, and quality of surrounding related material. All repairs and replacements shall occur within two (2) weeks of noticed date of discovery. However, Contractor shall not be responsible for any damage resulting from a natural disaster (e.g., freezing temperatures, hurricanes, tornadoes, storms, or floods).

3. COORDINATION

The Contractor shall provide coordination with the District Manager and/or the District Manager's Designated Personnel for all items associated with the requirements of this Agreement.

The Contractor shall meet with the District Manager and/or the District Manager's Designated Personnel, as appropriate, on at least a monthly basis. Those meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the District Manager, and/or the District Manager's Designated Personnel, or the Contractor. The Contractor shall record and distribute notes of each meeting to all attendees within five (5) business days, as well as other parties with a need-to-know. The District Manager and/or the District Manager's Designated Personnel shall set the meeting time and location.

In addition, Contractor shall provide a representative to attend the monthly meeting of the Harmony Community Development District Board of Supervisors if requested to do so by the District Manager. This representative shall be knowledgeable of this Scope of Services and shall be able to respond to any questions the District Board of Supervisors may have as to the day-to-day activities of the Contractor pursuant to this Agreement.

Coordination with appropriate entities in carrying out the performance of the Agreement is considered one of the many critical activities of the Contractor. Those entities that Contractor shall coordinate with include, but are not limited to, the following:

1. CDD Manager
2. District Manager's Designated Personnel
3. CDD Engineer
4. CDD Field Manager/Dockmaster
5. Harmony Development Company
6. Orlando Utility Commission (OUC)
7. Toho Water Authority
8. Osceola County and its various departments
9. Florida Department of Transportation
10. Adjacent property Owners, as directed by the District Manager and/or the District Manager's Designated Personnel

4. SCHEDULED OPERATIONS AND MAINTENANCE

Harmony is a Florida Green Building Coalition “Certified Green Development” which requires the practice of Florida-friendly and environmentally sound landscaping practices. “Green” alternatives shall be considered and utilized whenever feasible.

The Contractor shall meet all requirements associated with turf care, shrubs/ground cover care, tree care, and litter removal, as required in this Agreement. The Contractor shall thoroughly make routine site inspections of the District Service Area as set forth in attached Exhibit C to the underlying Agreement. All landscaping, hardscape, and structures (fences, entry features, benches, etc.) within the Service Area shall be maintained by this Contractor in accordance with the following requirements:

4.1 Turf Care

4.1.1 Mowing

- a. All St. Augustine, Zoysia, Bermuda, and Bahia turf areas located within the service area shall be mowed once per week from April through September, three (3) times per month in March and October, and once every other week from November through February. Mowing shall be performed at a frequency of 42 times a year
- b. Meadow grasslands shall be mowed monthly
- c. Turf areas along U.S. Hwy 192 are to be maintained as specified above in section 4.1.1 a. The Contractor will pay particular attention to this area since it is the first impression for residents, visitors, and guests.
- d. Turf areas around ponds shall be maintained up to four (4) feet from the water’s edge unless otherwise noted with onsite “No Mow” signage. The four-foot buffer zone shall be mowed twice annually at a height of 8 to 10 inches at the direction of the District Manager or his designee.
- e. Mowing retention areas and other areas too wet for proper mowing will be mowed when the ground is firm enough to allow for normal mowing procedures.
- f. Mowing height is to be based on reasonability and what is horticulturally correct for the turf variety and conditions. However, in no instance will the mowing height be less than three (3) inches, to foster photosynthesis and healthy root development, nor shall more than one-third of the blade be removed at any cutting. This excludes sport turf and Zoysia turf, which are to be maintained horticulturally correctly for each specific turf variety.
- g. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.
- h. Mulching type-mowing equipment is preferred.
- i. Visible clippings after mowing shall be removed to prevent thatch build up.
- j. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.

Commented [PB3]: My recommendation is: St. Augustine should be mowed weekly April through October and bi-weekly November through March or 40 mows. Bahia should be mowed 32-36 times, weekly starting June 1 through September, bi-weekly March, October and November, and once a month in December, January and February.

Commented [PB4]: Ensure that these areas are clearly defined on the map.

- k. All clippings shall be kept out of landscape beds and off all sidewalks, roadways, waterways, water features, and swimming pools.
- l. Appropriately sized mowing equipment shall be used around all trees in an effort to prevent tree trunk damage.

4.1.2 Edging

- a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all trees rings and planting beds, etc. by the use of a mechanical edger.
- b. All hard surface edging shall be performed to maintain straight and sharp edges between curbs/sidewalks and turf areas. Edging shall be completed the same day and at the same frequency that an area is mowed.
- c. All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas in a clean manner, free of imperfections, at the same frequency as detailing of plant beds (once every three weeks). All plant bed edges shall be maintained to the curves, as originally designed.
- d. The edging equipment shall be equipped with manufactures guard to deflect hazardous debris. String or lined trimmers shall not be used.
- e. All sidewalks, streets, and roadways shall be immediately swept, blown, or vacuumed to maintain a clean, well-groomed appearance. Clippings and other debris shall not be disposed of into storm drains.
- f. The proper safety precautions shall be taken when edging (i.e., safety vest, signage, warning light, etc.), along roadways as required by Federal, State or local law, as deemed necessary by the Contractor and/or as directed by the District Manager.
- g. Frequency of edging: the edging of all sidewalks, curbs, driveways, valve boxes, landscape beds and paved areas will be performed weekly from April through October and no less than two (2) times monthly from November through March.

Commented [PB5]: Bed edging shall be done every other mowing service or 20-21 times per year. Not every three weeks. This will allow for crisper, more defined bed edges.

Commented [PB6]: This contradicts item c. an should be removed.

4.1.3 Trimming

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

Commented [PB7]: I would add that non-selective herbicides are not allowed to be used to edge beds. IN BOLD

4.1.4 Disease Control

The spraying of turf for control of disease shall be provided as needed, including the following procedure:

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- a. A preventive program shall provide at least two (2) disease sprays and at least two (2) herbicide treatments for weed control per year.
 - b. Re-treatments required between scheduled applications shall be performed at the Contractor's expense.
 - c. The Contractor reserves the right to substitute a granular product for a liquid based on prevailing weather conditions.
 - d. Turf areas shall be continuously monitored for infestations of disease and/or fungus, and weeds will be treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the District Manager and/or the District Manager's Designated Personnel.
 - e. All Florida and federal regulations governing the use and application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
 - f. Contractor shall provide MSDS sheets for all chemicals to the District Manager and/or the District Manager's Designated Personnel prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager, prior to application, throughout the entire contract period.

4.1.5 Fertilization

- a. Contractor shall obtain all permits and licenses needed in order to lawfully spread fertilizer pursuant to Florida law.
- b. Fertilizer shall be applied at least three (3) times per year (March, July and November). A standard, non-burning commercial turf fertilizer shall be used at a rate of one (1) pound of actual nitrogen per 1,000 square feet.
- c. Fertilizer shall be watered as soon as possible following application. The Contractor shall therefore coordinate with the District Manager and/or the District Manager's Designated Personnel concerning application schedules in order to make sure that they align with the watering schedule.
- d. All fertilizers shall be applied (full coverage) according to manufacturer's instructions.
- e. Fertilizers shall be applied when the turf is dry and not over an early morning dew.
- f. Application may be different depending on the season of application, and should always meet the specific site condition and the type of turf. Any reapplications required, in the District Manager's opinion, shall be provided at the Contractor's own expense.
- g. The District Manager reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.

Commented [PB8]: This is not enough fertilization as per BMP recommendations from IFAS. St. Augustine turf requires 4-6 pounds of Nitrogen annually. This would only provide 3 lbs. annually. I would recommend at least 4 apps.

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- h. A State inspection of analysis along with an actual certified fertilizer label, legible and otherwise suitable condition for filing, must be submitted for approval.
 - i. To maintain uniform turf color, fertilization of the Service Area shall be completed within ten (10) consecutive working days.
 - j. All fertilizers shall be kept out of canals and stormwater retention ponds and must be removed immediately from all sidewalks and roadways.
 - k. A report containing bag usage and tonnage per area shall be submitted immediately following fertilization.
 - l. All Florida and Federal laws and regulations governing the use/application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
 - m. Contractor shall provide MSDS sheets for all chemicals to the District Manager and/or the District Manager's Designated Personnel prior to start of contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager and/or the District Manager's Designated Personnel, prior to application, throughout the entire contract period.

4.1.6 Pest Control

- a. The Contractor shall provide at least four (4) applications (full coverage) of insect control per year in the months of March, May, July and September for St. Augustine and two (2) applications of insect control per year in May and July for Bahia. Any reapplications required, in the District Manager's or the District Manager's designee's opinion, shall be provided at the Contractor's own expense.
- b. St. Augustine turf areas shall be sprayed to effectively control infestations of insects including chinch bugs, sod webworms, army worms, and mole crickets. The selected spray should also help control fire ants and fleas. These areas shall be continuously monitored for infestations and shall be treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the District Manager. *(It is agreed as a part of these specifications that control of mole crickets cannot be guaranteed under this contract.)*
- c. Bahia and Bermuda turf areas shall be sprayed to effectively control infestations of insects including leafhoppers, sod webworms, army worms, and mole crickets. The selected spray should also help control fire ants and fleas. These areas shall be continuously monitored for infestations and shall be treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the District Manager. *(It is agreed as a part of these specifications that control of mole crickets cannot be guaranteed under this contract.)*
- d. Contractor shall routinely control fire ant colonies within the dog parks, sports turf, playgrounds, Harmony Square, and other high use areas, as guided by section 4.2.2

Commented [PB9]: Ask contractors to provide a price per acre for TopChoice application.

- e. Contractor shall routinely control the establishment of cogongrass, torpedo grass, and other invasive exotic plants.
- f. Additional treatments shall be provided with fungus and disease spray in order to control brown patch and dollar spot.
- g. Contractor shall be responsible for the replacement of all damaged turf as a result of ineffective insect control methods.
- h. All Florida and Federal laws and regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- i. Contractor shall provide MSDS sheets for all chemicals to the District Manager and/or the District Manager's Designated Personnel prior to start of Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager and/or to the District Manager's Designated Personnel, prior to application, throughout the entire term of the Agreement.

4.1.7 pH Adjustment

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

4.2 **Sport Turf**

4.2.1 Mowing

- a. Height of cut shall range from .5 inch to 1 inch.
- b. Frequency of mowing: April through October, every three (3) to five (5) days, and November through March, every 10 to 14 days or as needed depending on temperatures and rainfall.
- c. Reel mowing height shall be .5 inch and rotary mowing height shall be 1 inch.
- d. Visible clippings after mowing shall be removed to prevent thatch build up.
- e. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- f. All clippings shall be kept out of landscape beds and off all sidewalks, roadways, waterways, water features, and swimming pools.

Commented [PB10]: Need to discuss with board on how they want to proceed. There is not a true stand of Bermuda grass on property. Mostly weeds. Are they planning on resodding this area?

4.2.2 Insecticides

The spraying of sport turf for control of insects and disease shall be provided as needed, including the following procedure:

- a. Frequency of insecticides for mole crickets: annual application using Top Choice in either April or May using 88 pounds per acre.
- b. Contractor shall utilize visual inspections and Integrated Pest Management to monitor sod webworm and armyworm thresholds.
- c. Contractor shall apply insecticides to control worms following the label instructions as needed.
- d. Contractor shall monitor fire ant populations and shall apply Top Choice as the preferred insecticide. Advion is an acceptable alternative.
- e. Contractor shall closely monitor for fire ants for the safety and comfort of the public, especially children.
- f. Re-treatments required between scheduled applications shall be performed at the Contractor's expense.
- g. Sport turf areas shall be continuously monitored for infestations of disease and/or weeds and will be treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the District Manager.
- h. All Florida and Federal laws and regulations governing the use and application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- i. Contractor shall provide MSDS sheets for all chemicals to the District Manager prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager, prior to application, throughout the entire contract period.
- j. Contractor shall be responsible for the replacement of all damaged turf as a result of ineffective insect control methods.

4.2.3 Herbicides

- a. The calibration of the sprayer is important for any herbicide application.
- b. Harmony turf exhibits similar resistance to herbicides as 419 Bermuda grass
- c. All State and Federal regulations governing the use and application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- d. Contractor shall apply herbicides on an as-needed basis, but not less than twice a year in February and May.
- e. District Manager recommends using Ronstar pre-emergent herbicide.

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- f. Re-treatments required between scheduled applications shall be performed at the Contractor's expense.
 - g. Sport turf areas shall be continuously monitored for infestations of disease and/or weeds and will be treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the District Manager.
 - h. Contractor shall provide MSDS sheets for all chemicals to the District Manager prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager, prior to application, throughout the entire contract period.
 - i. Contractor shall be responsible for the replacement of all damaged sport turf as a result of ineffective herbicide methods.

4.2.4 Fungicide

- a. Contractor shall apply herbicides on an as-needed basis.
- b. Sport turf areas shall be continuously monitored for infestations of disease and/or fungus and will be treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the District Manager.
- c. All Florida and Federal laws and regulations governing the use and application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the District Manager prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager, prior to application, throughout the entire contract period.
- e. Contractor shall be responsible for the replacement of all damaged sport turf as a result of ineffective fungicide methods.

4.2.5 Fertilization

- a. Contractor shall use slow-release nitrogen in the form of polyon or Nutralene at a rate of six (6) to eight (8) pounds per 100 square feet annually.
- b. Fertilizer shall be watered following application at the next regular watering period. The fertilization schedule shall be coordinated with the District watering schedule through the District Manager's designated irrigation personnel so that the fertilization takes place right before the watering.
- c. All fertilizers shall be applied (full coverage) according to manufacturer's instructions.
- d. Fertilizers shall be applied when the turf is dry and not over an early morning dew.

Commented [PB11]: This is the correct amounts for Bermuda, ignore spelling issue. Word doesn't recognize the industry terminology

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- e. Analysis may be different depending on the season of application, and should always meet the specific site condition and the type of turf. Any reapplications required, in the District Manager and/or District Manager's Designated Personnel's opinion, shall be provided at the Contractor's own expense.
 - f. The District Manager reserves the right to make reasonable adjustments to the specifications, timing, rate of application, and elementary composition according to actual horticultural conditions at the time.
 - g. A State inspection of analysis along with an actual certified fertilizer label, legible, and otherwise suitable condition for filing, must be submitted for approval.
 - h. To maintain uniform turf color, fertilization shall be completed within ten (10) consecutive working days for the community.
 - i. All fertilizers shall be kept out of canals and stormwater retention ponds and must be removed immediately from all sidewalks and roadways.
 - j. A report containing bag usage and tonnage per area shall be submitted immediately following fertilization.
 - k. All Florida and Federal laws and regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
 - l. Contractor shall provide MSDS sheets for all chemicals to the District Manager prior to start of contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager, prior to application, throughout the entire contract period.

4.2.6 pH Adjustment

- a. Contractor shall take annual soil samples. There are higher nitrogen rates in the spring and lower rates in the summer and fall.
- b. Based on the pH test results, the Contractor shall provide a pH adjustment program, if required, as approved by the District Manager. These areas will be monitored and, as directed by the District Manager, follow-up tests will be required. The soil tests and the pH adjustments shall be considered part of the base Scope of Services.

4.3 Shrubs/Groundcover Care

4.3.1 Annuals

- a. Contractor shall be responsible for installation of 1,600 annuals per quarter (6,400 annuals per year) for each of the four (4) quarterly rotations in spring, summer, fall, and winter at various plant beds located throughout the Service Area as outlined on the attached Service Area Map. District Manager shall be consulted prior to the removal and subsequent replacement.
- b. All annuals shall be four-inch container-grown Grade A plants with multiple blooms at the time of installation. All prices should include soil amendments,

Commented [PB12]: Is this number still accurate?

mulch, labor, taxes, etc. associated with installations. All plants should be in bloom at time of planting. Specific colors and varieties shall be mutually agreed upon prior to installation. Contractor is responsible for the spacing of seasonal plants as shown below:

1. Distance away from curbs, turf lines, etc. = 10 inches
2. On Center (o.c.) spacings = 10 inches

- c. Annual maintenance shall include dead headings once per month, pruning once per month, insect and disease control once per month and fertilization once per month.

4.3.2 Pruning

- a. Detailing of planted areas shall be performed in a sectional method as needed to keep them from spreading over walks, curbs, or up walls. Pruning to maintain a natural shape shall be a continuous operation.
- b. Detailing includes trimming, pruning and shaping of all shrubbery, ornamentals and ground cover, removal of under story tree suckers, removal of unwanted vegetation, and the fluffing of bark or chips.
- c. New shrubs shall be hand clipped to remove only the top excess growth. Hedge sheering shall not be performed until shrub rows are completely full and have obtained at least three (3) feet full height. Pruning sides of shrubs shall be avoided to allow the mass to naturally fill.
- d. No pruning shall be performed on live wood that alters the shape and fullness with respect to the intended character of the plantings. Any shrub damage from equipment, other negligent activities, or improper pruning shall be replaced by the Contractor at no cost to the District.
- e. Shrubs shall be pruned according to District Manager's specific instructions.
- f. Summer flowering shrubs shall be pruned yearly during late winter/early spring (late February through April).
- g. Spring flowering shrubs shall be pruned yearly after blooming.
- h. Broad leaf evergreen shrubs shall be hand-pruned monthly to maintain their natural appearance after the new growth has hardened off.
- i. Conifers shall be pruned monthly after the foliage of the new growth has changed color.
- j. All Florida native ornamental grasses shall be pruned during the winter months or as dictated by each plant type as typically accepted as a horticultural standard.
- k. Ground covers shall be edged and pruned to contain them within the planting beds.

Commented [PB13]: What is the frequency? Minimum of 12 times per year

- l. The main stem of shrubs or vine-like plants planted near fences shall be secured to the fence with plastic tie material to allow new growth to be guided as directed by the District Manager.
- m. All clippings shall be removed from all sidewalks, roadways, and waterways, and disposed off-site.
- n. A schedule for pruning shall be submitted within 30 calendar days of the notice-to-proceed with the Services for District Manager's approval.
- o. Selective pruning, balling and shaping shall be performed as needed to expose landscape lights and remove all dead wood.

4.3.3 Weeding

- a. The Contractor shall be required to maintain all mulched areas (including shrubs and landscape beds) reasonably free of weeds, to a level that is acceptable to the District Manager and/or the District Manager's Designated Personnel, by hand pulling or chemical means, as environmental, horticultural, and weather conditions permit. An appropriate combination of pre- and post-emergent is strongly recommended.
- b. All weeds collected, including flowers, leaves, clippings and other landscape debris, shall be removed and disposed off-site every other week unless heavier accumulation requires weekly removal and disposal off-site.
- c. Weeds around impervious surfaces shall be sprayed as soon as observed.
- d. All Florida and Federal laws and regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- e. Contractor shall provide MSDS sheets for all chemicals to the District Manager and/or the District Manager's Designated Personnel prior to start of the services under the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager and/or District Manager's Designated Personnel, prior to application, throughout the entire Agreement period.

Commented [PB14]: As needed should be added into this description for bed weed control.

4.3.4 Fertilization

- a. A custom blend fertilizer shall be applied to shrubs and other landscape plants as needed with a minimum of at least three (3) times per year (February, May, and October)
- b. Analysis shall include a trace element of iron, magnesium, zinc, and calcium. Analysis and program should be structured to meet the specific site conditions. Reapplications, if required in the District Manager's and/or District Manager's Designated Personnel's opinion, shall be provided at the Contractor's own expense.
- c. Fertilizers shall be applied at a rate of 1 (one) pound of nitrogen per 1,000 square feet of bed area.

Commented [PB15]: 3-4 applications is industry standard.

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- d. Fertilizers shall have the following:
1. Forty-percent nitrogen derived from ammonium sulfate, 60% from controlled release.
 2. A ratio of nitrogen to potassium at 1 to 1.
 3. Two percent iron - minimum.
 4. Two percent magnesium - minimum.
 5. One percent magnesia - minimum.
 6. Three percent phosphorous - minimum.
 7. Include elements of calcium, boron, copper, zinc, and phosphor.
- e. Alternative fertilizer analysis may be approved by the District Manager, if the Contractor substantiates reasons for healthier plant growth.
- f. Granular fertilizer shall be applied by hand or hand operated broadcast spreader insuring uniform coverage. Fertilization shall be completed within ten (10) consecutive working days.
- g. A State inspection of analysis along with an actual label in legible and otherwise suitable condition for filing shall be submitted for approval.
- h. All fertilizer shall be kept out of canals and lakes and be removed immediately from all sidewalks, pedestrian areas, and roadways.
- i. A report containing name of product applied, mix ratio, rate of application, amount of product applied, and location of application shall be submitted to the District Manager immediately following fertilization.
- j. All Florida and Federal laws and regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- k. Contractor shall provide MSDS sheets for all chemicals to the District Manager prior to start of the provision of services under the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager and/or to the District Manager's Designated Personnel, prior to application, throughout the entire Agreement period.

Commented [PB16]: We do not need to dictate what formulas are used, it only needs to be 50% or greater slow release.

4.3.5 Pest and Disease Control

- a. The District Manager and/or District Manager's Designated Personnel shall be notified one week prior to any chemical application. All overspray shall be prevented and contact with any pedestrians, their property or pets shall be strictly avoided.
- b. All landscape areas shall be continuously monitored for infestations of insects and disease/fungus, and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the District Manager and/or District Manager's Designated Personnel.
- c. Six (6) applications (full coverage) of insect and disease control shall be required per year in the months of February, April, June, August, October, and December. It shall be monitored and treated on an as-needed basis. Any reapplications required, in the District Manager's and/or the District

Manager's Designated Personnel's opinion, shall be provided at the Contractor's own expense.

- d. Use manufacturers' instructions for proper applications. Operating personnel shall be knowledgeable for monitoring and identification and licensed for application. All chemicals shall be used in strict accordance with Federal, State, and County directives on environmental control and carry an EPA approval number.
- e. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- f. Contractor shall provide MSDS sheets for all chemicals to the District Manager prior to start of the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the District Manager, prior to application, throughout the entire term of the Agreement.

4.3.6 Mulching

- a. Pine nugget bark mulch shall be installed one time a year between November 1 and January 31 at a minimum depth of three (3) inches in all plant beds and tree rings. Landscape beds beneath natural pine stands shall be mulched with pine straw at a minimum depth of three (3) inches.
- b. At no time shall mulch material be allowed to build up against the tree or plant material base. Mulch shall be maintained at a minimum distance of three (3) inches from the plant base.
- c. Mulch in excess of three (3) inches shall be removed from the planting areas.
- d. All privacy berms shall be mulched (1) time per year in March with premium pine nugget bark mulch.
- e. Playground areas shall be mulched annually during the month of January. Six (6) inches of mulch is required to be added to the existing mulch using an EWF mulch that meets the specifications in ASTM F2075: *Standard Specification for Engineered Wood Fiber* and tested to and comply with ASTM F1292.

Commented [PB17]: Mulching should be invoiced at time of service and there needs to be a statement about vendors are responsible for providing the mulch quantity. If they are short on the application, then it is their responsibility to provide the additional mulch at their cost.

4.3.7 pH Adjustment

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

4.4 Tree Care

4.4.1 Pruning

- a. In the event the District or District Manager has contracted with a certified arborist, the Contractor shall consult with said certified arborist before undertaking any and all pruning activities.

- b. Unless otherwise directed by the District Manager or the District Manager’s Designated Personnel, the Contractor shall be responsible for pruning trees within the service area from the ground level up to **10 feet high on the trees.**
- c. Trees shall be maintained in their natural shape. Trees shall be pruned in a manner to select and develop permanent scaffold branches that are smaller in diameter than the trunk to which they are attached, to provide radial orientation so as not to overlay on one another, to eliminate narrow V-shaped branch forks that lack strength, to reduce topping and wind damage by thinning out crowns, to maintain growth within space limitations, and to balance the crown with the root structure.
- d. Canopy tree pruning shall be limited to the pruning of trees **10 feet** or less in height and shall occur as required to maintain safe pedestrian height clearance.
- e. **Palm tree trimming shall occur a minimum of once annually during winter months and as needed the remaining months of the year.**
- f. No pruning should be performed on live wood that would affect the fullness with respect to the intended character of the plantings. Any tree damaged from equipment, other negligent activities, or improper pruning shall be replaced by the Contractor at no additional cost to the District.
- g. Contractor shall remove all sucker growth from the base of trees on a regular basis. Contractor shall remove any limbs, which in the District Manager’s and/or the District Manager’s Designated Personnel’s opinion, pose a threat to public safety. Contractor shall provide specific pruning practices, unless otherwise directed by the District Manager and/or the District Manager’s Designated Personnel, for the following items:
 - 1. Canopy Trees **10 feet** or lower in height – Generally prune trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed. Branches are encouraged to hang over walks with adequate pedestrian and bicycle clearance.
 - 2. Crepe Myrtle – Crepe Myrtles shall be hand pruned in mid to late February to remove suckers, seed pods, and crossed or damaged limbs. Severe topping and mechanical shearing will not be accepted and is considered out of character.
 - 3. **Ligustrum – shall be sheared into globes and sucker growth shall be removed to achieve a clear trunk.**
 - 4. Magnolias – Prune only sucker growth to maintain an attractive, clear trunk appearance.
 - 5. All Palms – Condition and appearance of booted trunks shall be monitored monthly and cleanup/boot removal shall be provided as directed by the District Manager and/or District Manager’s Designated Personnel. Once the fronds have drooped to an 8:00 to 4:00 angle, the Contractor shall remove the fronds to a maximum 9:00 to 3:00 angle.
- h. Other ornamental trees shall be pruned yearly during late winter/early spring (late February - April).

Commented [PB18]: 15 feet should be the standard. This is basically from the ground with a pole saw. It should be reflected throughout the remainder of the specifications.

Commented [PB19]: This contradicts itself. Typically 2 times per year is standard.

Commented [PB20]: Natural forming Ligustrums allow trees to flower.

-
- i. All other trees shall be pruned yearly to enhance their natural character as directed by the District Manager and/or the District Manager's Designated Personnel and at the recommendation of a certified arborist.
 - j. Trees shall be canopied in a manner that will prevent interference with pedestrian walkways, as well as assist in the general appearance of the Service Area. This service will be performed as necessary during a three-week period of time to maintain uniformity and property clearances.

4.4.2 Tree Basins

- a. A cleared circle shall be maintained at the base of all trees to reduce the competition for nutrients by lawns, shrubs, and groundcovers and to prevent damage from mowing equipment. Mulch shall not be allowed to encroach upon the tree trunk and must maintain a minimum clearance of three (3) inches.
- b. Guide wires shall be completely removed once new trees have become established so as to prevent trunk girdling.

4.4.3 Fertilizer

- a. Trees other than palms within lawn or groundcover areas do not require supplemental fertilization unless recommended for specific deficiencies. All other trees shall receive fertilization on an as-needed basis to maintain color and health, with a minimum of two (2) applications per year.
- b. Trees shall be fertilized as per the requirements of 4.3.4. Any alternative fertilizer analysis recommended specifically for individual trees may be approved if the Contractor substantiates reasons for healthier plant growth.

4.4.4 Pest Control

Preventative insect/disease control treatments shall be provided for individual trees, as per the requirements of 4.3.5.

4.4.5 Mulch

All individual isolated trees shall have their tree ring re-mulched as per requirements of 4.3.6.

4.4.6 pH Adjustment

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

4.5 Irrigation System

4.5.1 General Requirements

- a. The District Manager and/or the District Manager's Designated Irrigation Personnel shall be responsible for maintaining the District's irrigation system.
- b. The Maxicom irrigation control system is maintained by the District, and the system is adjusted as needed. The Contractor is expected to communicate any problems, questions, concerns, etc., with the District Manager, and/or the

Commented [PB21]: Needs to be adjusted to the vendor

District Manager’s Designated Personnel, and with District personnel, including informing the District Manager and/or the District Manager’s Designated Personnel of dry areas.

4.5.2 Monitoring

- a. ~~The District Manager and/or the District Manager’s Designated~~ Personnel shall activate each irrigation zone and inspect the entire operation of the system for broken or clogged heads, malfunctioning or leaking valves, or any other condition that hampers the correct operation of the system no less than once every month.
- b. If Contractor notices any problems with the valves, Contractor shall report the problem to the District Manager and/or the District Manager’s Designated Personnel.

Commented [PB23]: Again, remove irrigation inspection responsibility from the District and add it to the vendor.

4.5.3 Valve/Valve Boxes

- a. ~~District Manager and/or District Manager’s Designated Personnel~~ shall provide any miscellaneous cleaning of valves for proper functioning on an as needed basis.
- b. If Contractor notices any problems with the valves, Contractor shall report the problem to the District Manager and/or the District Manager’s Designated Personnel.

4.6 **Litter Removal**

Commented [PB23]: Leaf removal? Should this be added to the contract? Frequency should be mainly in the months of March through April or during heavy leaf drop.

4.6.1 Landscaped Areas

Paper, grass, cans, trash, branches and other debris shall be removed from the turf, landscape beds, stormwater retention ponds, lake banks, recreational facilities, and boat dock facilities prior to each mowing cycle and shall be disposed of properly. Contractor shall monitor the aforementioned between mowing cycles and all rights-of-way, stormwater ponds, and parks.

4.6.2 Sidewalks

All walkways shall be kept clear of debris, including fertilizer.

4.6.3 Trash Receptacles

Contractor shall provide pest control and disinfectant around the trash receptacles twice per month or as directed by the District Manager.

4.7 **District/ District Manager Awareness**

Contractor shall be responsible for notifying the District Manager of any plant materials that have died or those in a state of decline and coordinating and communicating with the District Manager as to all of the contractual obligations within the service area on a regular basis.

5. UNSCHEDULED MAINTENANCE AND REPAIRS

The Contractor shall be equipped and organized to provide any unscheduled maintenance and repairs required in the Agreement. The following addresses the general procedures for unscheduled maintenance and repairs, response to damaged facilities and emergencies, and unscheduled maintenance activities.

5.1 General

The Contractor shall be responsible for all repairs unless directed otherwise by the District Manager and/or District Manager's Designated Personnel. Repairs that result from the Contractor's failure to properly perform the services under this Scope of Services shall not be considered an additional service and therefore shall not warrant additional compensation to the Contractor. Repairs that, in the Contractor and District Manager's opinion, are not as a result of Contractor negligence shall be deemed an additional service and shall, at the District Manager and/or District Manager's Designated Personnel's election, be made by the Contractor upon receipt of written direction from the District Manager and/or District Manager's Designated Personnel. When the Contractor determines that a repair is necessary, the Contractor shall submit to the District Manager and/or to the District Manager's Designated Personnel the Contractor's estimate of the cost to perform the repair. Whenever possible, this cost estimate should be sent to the District Manager seven (7) calendar days in advance of the Contractor performing the services. The District Manager and/or District Manager's Designated Personnel shall return one executed copy of the proposal and shall indicate the method of compensation. In the event the services are to be provided on a unit price or time and material basis, within seven (7) calendar days upon completion of the services, the Contractor shall submit to the District Manager and/or the District Manager's Designated Personnel, an itemized listing of the Contractor's costs to perform the services including all unit quantity items or labor, equipment, materials, and subcontractors accordingly. The itemized listing shall be presented in a format acceptable to the District Manager and if requested by the District Manager and/or the District Manager's Designated Personnel shall include copies of invoices from others providing work or materials on the repair.

5.2 Damaged Facilities

5.2.1 Should the Contractor become aware of damage to the facilities within the area maintained by the Contractor, the Contractor shall notify the District Manager and/or the District Manager's Designated Personnel as soon as possible. If the District Manager or the District Manager's Designated Personnel elects to have the Contractor perform the repair, the District Manager shall request a proposal for the repair and shall authorize in writing for the Contractor to proceed with the repair.

5.2.2 Damaged Irrigation System Repairs

- a. All breaks caused by the Contractor shall be reported immediately to the District Manager and/or District Manager's Designated Personnel. If directed by the District Manager and/or the District Manager's Designated Personnel, the Contractor shall repair the damage in a timely fashion at no cost to the District. Lines shall be flushed thoroughly before installing new heads.
- b. All breaks discovered, but not caused by the Contractor, shall be reported immediately to the District Manager and/or the appropriate District Manager Personnel.

-
- c. Above-ground irrigation components damaged by the Contractor while performing landscape maintenance activities shall be reported immediately to the District Manager and/or District Manager personnel. If requested by the District Manager or the District Manager's Designated Personnel, the Contractor shall repair and replace the damaged component at no cost to the District as soon as possible in order to prevent wash-outs, poor coverage, etc.
 - d. If any repair is required due to Contractor's negligence and the District Manager's Personnel makes an emergency repair, the District shall charge the Contractor for the cost of the repair.
 - e. Irrigation components damaged by accident caused by someone other than the Contractor, by wear and tear, or by vandalism, shall be reported to the District Manager immediately. Execution and payment for these repairs is explained in Section 5.1.

5.3 Emergency Repairs

- 5.3.1 If the repair to a damaged facility is deemed an emergency and an immediate repair is judged necessary by the Contractor and the District Manager or District Manager's Designated Personnel, then the Contractor shall proceed with providing all material, labor, and equipment on a time-and-material basis necessary to make the repair and restore the facilities.
- 5.3.2 When the Contractor is responsible for damaging any irrigation system components, the Contractor shall notify the District Manager and/or the District Manager's Designated Personnel immediately. If directed by the District Manager and/or the District Manager's Designated Personnel, the Contractor shall provide any emergency repairs to the irrigation system within three hours of notification from the District Manager and/or the District Manager's Designated Personnel. If the emergency repairs are due to Contractor negligence, the Contractor shall provide these repairs at its own expense. If the repair is required due to Contractor's negligence and the District Manager's Designated Personnel must make an emergency repair, the District shall charge the Contractor for the cost of the repair.
- 5.3.3 Emergency repairs, as agreed by the District Manager, are the only repairs that will not require a proposal and written direction from the District Manager.

5.4 Unscheduled Maintenance

- a. The Contractor shall provide occasional unscheduled maintenance that is in addition to the base Scope of Services. The Contractor shall provide a proposal for the work, shall receive written direction from the District Manager and/or from the District Manager's Designated Personnel, and shall respond and complete the request within two weeks or a mutually agreeable time with the District Manager and/or the District Manager's Designated Personnel. The Contractor's cost estimate to provide the work shall be approved by the District Manager and/or the District Manager's Designated Personnel prior to commencement.
- b. The following items, if recommended to be performed by Contractor, and if the District Manager and/or the District Manager's Designated Personnel agrees, will be at the District's additional cost as an extra service provided under the contract

or services can be performed under a separate contract with the District’s prior authorization:

1. Sweeping of parking areas and driveways except for the cleanup of debris generated from landscape maintenance work.
2. Furnishing or planting of additional trees, shrubs, groundcover, or vines.
3. Deep feeding of trees requiring supplemental fertilization for growth and development.
4. Pruning of tree limbs over 10 feet tall.
5. Spraying for tree disease and insect control above 10 feet.
6. Additional services as may be agreed upon in writing by both parties.

6. MONTHLY HIGHLIGHT REPORT

The Contractor shall provide to the District Manager and/or to the District Manager’s Designated Personnel a brief highlight report identifying monthly maintenance and unscheduled maintenance activities for the previous month. The highlight report shall be provided by the 15th of each month and shall contain information helpful to the District and its staff as it relates to all landscape maintenance issues

Commented [PB24]: This report needs to be extremely detailed with pictures.

7. RESPONSE TIME

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

7.1 General

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

Response time, unless otherwise directed by the District Manager of the District Manager’s personnel, required by the Contractor for various maintenance activities is as follows:

1. Standard maintenance activity adjustments – varies, as directed by District Manager or his designee.
2. Standard repairs - one week
3. Emergency repairs - three hours
4. Unscheduled maintenance request - as needed, as soon as four hours
5. Plant material replacement - two weeks

Should the Contractor fail to respond to a request for any services addressed in this Scope of Services within the required allotted time, the District Manager shall, at the Contractor’s sole expense, provide the requested services.

7.2 Emergency Response Program

The Contractor shall develop, implement, and maintain an Emergency Response Program (“ERP”) for emergency work that must proceed immediately to avoid property damage or result in a public health or safety hazard. The ERP shall address emergency situations including, but not limited to, the following items:

1. Equipment failures
2. Chemical spills
3. Additionally, the ERP shall address the following:
 - a. Responsible parties to be notified
 - b. Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency
 - c. Procedures for notifying the District Manager, Property Manager, the Harmony community, and other utility companies affected by the listed emergency
 - d. Hurricane damage
4. The Contractor shall prepare, maintain, and distribute an ERP manual detailing the procedures and responsibilities for the situations listed above and any other situation deemed appropriate by the District or its Manager.

END OF SCOPE OF SERVICES

7Ciii

COPY

Proposal

Date	Proposal #
02/07/2022	6359



261 Springview Commerce Drive
 DeBary, FL 32713
 Telephone 386-753-1100
 Fax 386-753-1106

Submitted To
Harmony CDD Gerhard van der Snel 210 North University Drive Suite 702 Coral Springs, FL 33071

Project
Harmony CDD 7360 Five Oaks Dr. Harmony, FL 34773

Scope

We propose to furnish the following scope of work to complete Harmony CDD.

Insecticide Treatment

Apply Safari systemic insecticide treatment to the ground under the Sycamore trees to treat for Wax Scale throughout the community.

Description	Quantity	Unit	Price
Sycamore trees receiving Safari systemic insecticide treatment	485.00	Ea	5,820.00
Subtotal Insecticide Treatment			5,820.00
Project Total			\$5,820.00

Harmony CDD

Proposal # 6359

Project Total

\$5,820.00

Terms & Conditions

Plant material is guaranteed for controlable insects and disease only when a horticulture program is in place through Servello & Son, Inc. Plant damage due to drought is only covered when an irrigation agreement is in place through Servello & Son, Inc. and the Client signs off on needed repairs as they are brought to the Clients attention. Servello & Son, Inc. will not be responsible for plant damage due to catastrophic events such as: Hurricanes, Floods, Fire, Lightning, Freeze, and severe drought (no recorded rainfall for 30 days). Irrigation parts will be guaranteed against defect and improper installation for a period of (1) one year.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications will be executed only upon written authorization and billed accordingly. Servello & Son, Inc. is a drug free workplace and carries workers compensation insurance.

By: Pedro Betancourt 2/7/2022 Accepted: _____
Servello & Son, Inc. Date Harmony CDD Date

The above prices, specifications and conditions are accepted. Not valid after 30 days. Full payment is due upon completion.

All jobs equal to or totaling a price of \$10,000.00 and above: A minimum 40% draw is required to schedule and start the job.

7Civ

TO: Inframark
DATE: 2-17-22
PHONE: 407-433-0515 **EMAIL:** Brett.Perez@inframark.com
ADDRESS: 313 Campus Street, Celebration, FL 34747

JOB NAME: Harmony CDD – rear yard swale re-grading
ADDRESS: Lots 33-37. Dark Sky Drive. Harmony, FL 34773

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR THE FOLLOWING:

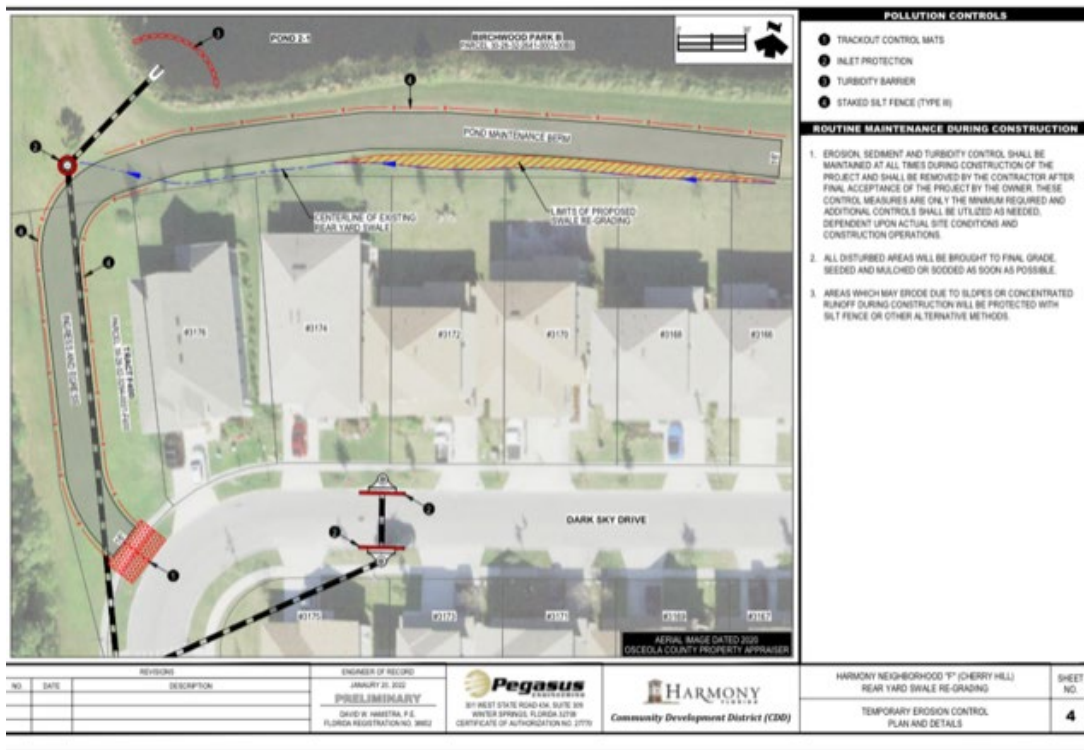
- **Temporary erosion control:** Installation of track-out mats (FODS), silt fencing, Inlet protection, and turbidity barrier per sheet 4 of engineering plans labeled project MSC-22055. **SUBTOTAL: \$15,778**
**Alternate pricing – The track-out mats make up the majority of this line item. If approved, installing 57 stone and/or half inch plywood and all cleanup/sod repair would reduce this line item to \$8,828.*

 - **Survey layout, earthwork, and grading:** Elevation points will be shot and marked to reflect pages 9-11 on the provided plan. Sod will be removed in areas to be re-graded. Swale will be re-graded to match the plan to provide a functioning swale. **SUBTOTAL: \$8,650**

 - **Sod Replacement/Irrigation repairs:** Repair of any irrigation that is damaged or necessary to cap to complete the project. Replacement of disturbed st Augustine and bahia sod to original state. **SUBTOTAL: \$8,000**
- TOTAL: 32,428**

CLARIFICATIONS / QUALIFICATIONS / EXCLUSIONS:

- 1) Proposal based upon original documents by Pegasus Engineering titled "Preliminary Plans" dated 01/20/2022.
- 2) Excludes all permit fees and governmental fees associated with this scope of work including, but not limited to:
NPDES / SWPPP, EPA, FDEP, FDOT, and any local building or water management district permit requirements.
- 3) Excludes modification or relocation of any existing underground utilities not identified on Preliminary Plans.
- 4) No testing or testing fees have been included in this proposal.
- 5) Excludes Certified As-Builts.
- 6) Excludes tree protection.
- 7) Excludes protection of existing fencing and pool deck adjacent to proposed swale modification.
- 8) Excludes MOT / Signage / barricades at Construction Entrance.



POLLUTION CONTROLS	
1	TRACKOUT CONTROL MATS
2	INLET PROTECTION
3	TURBIDITY BARRIER
4	STAKED SILT FENCE (TYPE II)
ROUTINE MAINTENANCE DURING CONSTRUCTION	
1. EROSION, SEDIMENT AND TURBIDITY CONTROL SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION OF THE PROJECT AND SHALL BE REMOVED BY THE CONTRACTOR AFTER FINAL ACCEPTANCE OF THE PROJECT BY THE OWNER. THESE CONTROL MEASURES ARE ONLY THE MINIMUM REQUIRED AND ADDITIONAL CONTROLS SHALL BE UTILIZED AS NEEDED, DEPENDENT UPON ACTUAL SITE CONDITIONS AND CONSTRUCTION OPERATIONS.	
2. ALL DISTURBED AREAS WILL BE BROUGHT TO FINAL GRADE, SEEDED AND MULCHED OR SOODED AS SOON AS POSSIBLE.	
3. AREAS WHICH MAY ERODE DUE TO SLOPES OR CONCENTRATED RUNOFF DURING CONSTRUCTION WILL BE PROTECTED WITH SILT FENCE OR OTHER ALTERNATIVE METHODS.	

NO.	DATE	REVISION DESCRIPTION

ENGINEER OF RECORD
 JANUARY 21, 2022
PRELIMINARY
 DAVID W. HARRISON, P.E.
 FLORIDA REGISTRATION NO. 3862

Pegasus
 ENGINEERS
 81 WEST STATE ROAD 404, SUITE 204
 WINTER SPRING, FLORIDA 32789
 CERTIFICATE OF AUTHORIZATION NO. 2275

HARMONY
 COMMUNITY DEVELOPMENT DISTRICT (CDD)

HARMONY NEIGHBORHOOD "I" (CHERRY HILL) REAR YARD SWALE RE-GRADING	SHEET NO.
TEMPORARY EROSION CONTROL PLAN AND DETAILS	4

TERMS AND CONDITIONS OF PAYMENT

NET 15 DAYS

Prices quoted are valid for 20 days from the date of this proposal.

Thank you for the opportunity to work with you on this project.

Sincerely,

James "PJ" Piney
SYTE LAND MANAGEMENT
863-797-9970

The undersigned parties warrant that they are authorized representatives of their respective companies or residence and have the requisite authority to bind their employer and/or principle.

Client Signature: _____ **Date:** _____

Print Name / Title: _____

SYTE Land Management.

Signature: _____ **Date:** _____

Print Name / Title: _____

General Terms and Conditions

Estimate Approval: The authorizing party automatically enters a contract with SYTE when they confirm their estimate, pay a deposit, and/or verbally agree to the description and cost via our scheduling application. The authorizing party cannot request additional work from the crew directly unless it is approved by the project manager, and the additional costs are expressly approved by the authorizing party.

Scheduling: Job scheduling is dependent on weather conditions, workload, and geographic relationship to other scheduled work and other unforeseen issues. SYTE will do our best to meet all scheduled work dates but shall not be liable for damages due to delays. If the client requires that they be on site the day of the job, this must be expressed when confirming the estimate. If times are given, they are approximate, and SYTE will not be held responsible for being late or early.

Cancellation of Work: The customer shall provide at least 24 hours advance notice of any full or partial work cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of \$250.00 for incurred expenses. If the job site is made inaccessible to the crews of SYTE because of parked vehicles or other obstructions a \$300 fee will be assessed.

Withdrawal of Proposal by SYTE: Proposals for work expire within 90 days of estimate unless otherwise noted. SYTE reserves the right to withdraw a proposal for any reason. In cases where SYTE withdraws a proposal (before work has begun), all deposits and payments will be refunded.

Completion of Contract: SYTE agrees to do its best to meet performance dates but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control.

Insurance by Contractor: SYTE warrants that it is insured for liability resulting from injury/damage to person(s) or property and that all employees are fully covered by Workers' Compensation as required by law. Current Certificates of Insurance are available upon request.

Safety & Tree Care Standards: All SYTE arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. All work is performed in accordance with the Best Management Practices (BMPs) set forth by the International Society of Arboriculture (ISA) as well as current American National Standards Institute (ANSI) Standards for Tree Care Operations. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on site.

Concealed Contingencies: SYTE is not responsible for damages to underground sprinklers, drain lines, invisible fences or underground cables unless the system(s) are adequately and accurately mapped by the authorizing party. Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused by previously unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and materials basis.

Driveways/Sidewalks/Lawns: SYTE will reasonably attempt to minimize damage to driveways, sidewalks, lawns, patios or other property. In the event that our equipment causes settling, cracking, or other damage to driveways and/or sidewalks, and/or disturbances to the customer's lawn, or property, SYTE is not liable for any repairs or incurred costs.

Tree Risk: When prominent risk conditions in trees are detected by SYTE, we will make every effort to proceed with the work promptly. However, SYTE does not assume any liability for any accident, damage or injury that may occur on the ground or on any other object or structure prior to the work beginning, nor are we liable for any unforeseen hazards encountered.

Site Preparation: Customer agrees to remove or clearly mark any hazardous debris within the site. Items such as plastic tarps, tires, rebar, large metal objects, ETC can be detrimental to clearing equipment. SYTE reserves the right to charge daily rate pricing in the event that such debris are not removed or clearly marked causing equipment to break down and need repairs. If such event occurs, SYTE agrees to communicate with the client and work diligently to repair equipment in a timely manner.

Ownership: The customer warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained by the owner. Customer is solely responsible for obtaining any required permitting to complete the work. SYTE is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission and permitting.

Billing, Deposits, Terms of Payment: The final invoice for the balance due will be issued via email and/or text message at the completion of work. For extended period projects last several weeks, or other proposals requiring upfront purchase of materials, progress payments will be required prior to commencement of the job. Payment responsibility automatically falls to the authorizing party; it is not the responsibility of SYTE to wait for or seek payment from a third party (neighbor, insurance company, client, etc). All invoices are payable upon completion issuance of invoice. Accounts not paid in full within 15 days will result in a finance charge of 5% per month. Any fees incurred due to insufficient funds or returned checks will be the responsibility of the authorizing party and are subject to the terms of the original invoice. Please note that additional services will be delayed or cancelled due to outstanding balances.

Permitting: Hiring contractor will be responsible for obtaining any required permits prior to the start of any work.