

*Six Mile Creek
Community Development District*

April 17, 2019

Six Mile Creek

Community Development District

475 West Town Place, Suite 114, St. Augustine, Florida 32092

Phone: 904-940-5850 - Fax: 904-940-5899

April 10, 2019

Board of Supervisors
Six Mile Creek Community
Development District

Dear Board Members:

The Board of Supervisors Meeting of the Six Mile Creek Community Development District will be held Wednesday, April 17, 2019 at 2:00 p.m. at the offices of GMS, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments
- III. Approval of Minutes of the March 20, 2019 Meeting
- IV. Ratification of Landscape Maintenance Agreement
- V. Consideration of Landscape and Irrigation Proposals for Phase 5A
- VI. Other Business
- VII. Staff Reports
 - A. Attorney
 - B. Engineer – Requisition Summary
 - C. Manager – Discussion of Meeting Dates for June & August
 - D. Operations & Amenities
 1. Report
 2. Proposal from Krystal Klean
- VIII. Supervisors' Requests and Audience Comments
- IX. Financial Reports
 - A. Balance Sheet as of March 31, 2019 and Statement of Revenues and Expenses for the Period Ending March 31, 2019
 - B. Assessment Receipt Schedule
 - C. Check Register
- X. Next Scheduled Meeting – Wednesday, May 15, 2019 @ 2:00 p.m. at the Offices of GMS
- XI. Adjournment

Enclosed for you review and approval are the minutes of the March 20, 2019 meeting.

The fourth order of business is ratification of landscape maintenance agreement, which is enclosed for your review.

The fifth order of business is consideration of landscape and irrigation proposals for Phase 5A. Enclosed is a summary sheet of proposals received along with a draft copy of the agreement.

Listed under the Engineer's report is the requisition summary, which will be sent under separate cover.

Enclosed is the Operations & Amenities report and a proposal from Krystal Klean.

A copy of the financial reports as outlined above, will be sent under separate cover.

The balance of the agenda is routine in nature, and any additional support material will be presented and discussed at the meeting. I look forward to seeing you at the meeting and in the meantime if you have any questions, please contact me.

Sincerely,

James Oliver

James Oliver
District Manager

cc: Wes Haber
Scott Wild

AGENDA

Six Mile Creek Community Development District

Wednesday
April 17, 2019
2:00 p.m.

Offices of GMS, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Call in #: 1-888-450-5996
Passcode: 555713

District Website: www.sixmilecreekcdd.com

- I. Roll Call
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GMS

XI. Adjournment

MINUTES

MINUTES OF MEETING
SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Six Mile Creek Community Development District was held on Wednesday, March 20, 2019 at 2:00 p.m. at the offices of GMS, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

Present and constituting a quorum were:

Mike Taylor	Chairman
Rose Bock	Supervisor
Mike Veazey	Supervisor
Blake Weatherly	Supervisor

Also present were:

Jim Oliver	District Manager
Wes Haber	District Counsel (by phone)
Zachary Brecht	District Engineer
Jennifer Klich	England Thims & Miller
Gregg Kern	Greenpointe Communities
Bob Johnson	Evergreen
Lynzi Chambers	Evergreen
Derrick Gilbert	TrailMark
Ernesto Torres	GMS, LLC
Sherry McNees	Evergreen/HOA Management

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 2:00 p.m.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the December 19,
2018 Meeting**

Mr. Oliver stated included in your agenda package is a copy of the minutes of the December 19, 2018 meeting. Are there any additions, corrections or deletions?

On MOTION by Mr. Veazey seconded by Mr. Weatherly with all in favor the Minutes of the December 19, 2018 Meeting were approved.

FOURTH ORDER OF BUSINESS

Ratification of Landscape Maintenance Agreement

This item was tabled until the next meeting.

FIFTH ORDER OF BUSINESS

Consideration of Agreement with Avid Trails, LLC Regarding the Provision of Trail Design Services

Mr. Kern presented the agreement with Avid Trails, LLC regarding the provision of trail design services.

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor the Agreement with Avid Trails, LLC Regarding the Provision of Trail Design Services in the Amount of \$22,000 was approved.

SIXTH ORDER OF BUSINESS

Consideration of Proposal for Repairs to Retaining Wall

Mr. Johnson discussed the proposal from United Landscape to repair the retaining wall. This project will begin March 22nd.

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor the Proposal from United Landscape for Repairs to the Retaining Wall was approved.

SEVENTH ORDER OF BUSINESS

Discussion of Proposed Revised Annual Meeting Schedule

Mr. Oliver proposed meetings to be held in June and August. We will look for a space that has suitable seating.

EIGHTH ORDER OF BUSINESS

Ratification of FPL Agreement Underground vs. Overhead Differential Cost – TrailMark PH5A

Mr. Kern presented the FPL Agreement for underground vs. overhead differential cost for TrailMark PH5A.

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor the FPL Agreement Underground vs. Overhead Differential Cost – TrailMark PH5A was ratified.

NINTH ORDER OF BUSINESS

Ratification of Proposals for Installation of Mailboxes for Phases 5A, 5B, 7 and 8

Mr. Kern presented the proposal from On Sight for the installation of mailboxes for phases 5A, 5B, 7 and 8.

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor the Proposal from On Sight Industries for the Installation of Mailboxes for Phases 5A, 5B, 7 & 8 was ratified.

TENTH ORDER OF BUSINESS

Consideration of Street Lighting Agreements with FPL for Phases 5A, 5B, 7 and 8

Mr. ___ presented the street lighting agreements with FPL for Phases 5A, 5B, 7 and 8.

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor the Street Lighting Agreements with FPL for Phases 5A, 5B, 7 and 8 were approved.

ELEVENTH ORDER OF BUSINESS

Consideration of Writ of Garnishment

Mr. Haber stated the District received a motion for writ of garnishment. An attorney named Allan Wulbern filed a response to the motion on the District's behalf. The response was filed without formal District approval. A copy of the response was included in the agenda package. We are looking for a motion to ratify Mr. Wulbern's filing of the response. The Board may consider retaining Mr. Wulbern to take actions to close out the matter.

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor in regards to the Writ of Garnishment the Actions of Attorney Allan Wulbern with Smith Hulsey & Busey taken on behalf of the CDD was ratified, subject to Chairman's review and confirmation.

TWELFTH ORDER OF BUSINESS

Consideration of Proposal for ADA Website Conversion Services

Mr. Oliver advised the Board that the website needs to follow the guidelines established by the ADA for the visually impaired.

On MOTION by Mr. Weatherly seconded by Mr. Veazey with all in favor the Proposal from VGlobaITech for Website Conversion to Meet ADA Guidelines was approved.

THIRTEENTH ORDER OF BUSINESS Other Business

There being none, the next item followed.

FOURTEENTH ORDER OF BUSINESS Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer – Requisition Summary

Mr. Brecht handed out a revised requisition summary. Requisitions to be approved & ratified total \$491,883.78.

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor Revised Requisition Summary totaling \$491,883.78 were approved and ratified.

Mr. Brecht presented Work Authorization No. 38 for ETM totaling \$126,600 to get engineering plans completed and permitted through the County. There is a second proposal from ECS to do geotech work associated with those engineering plans. There is a \$5,900 cost for geotech and a \$7,200 cost for draw down analysis.

On MOTION by Mr. Weatherly seconded by Mr. Veazey with all in favor Work Authorization No. 38 & ECS Proposal were approved.

The Board was provided with an explanation that some of the work being approved was not included in the projects identified for the prior bond issuances. To the extent such work is identified in a project for a future bond issue, the District will need to enter into a funding agreement with the developer to reimburse the developer for the work it pays for.

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor a Developer Construction Funding Agreement was approved.

C. Manager

Mr. Oliver advised the 2020 budget process will begin in May.

D. Operations & Amenities

Mr. Johnson presented the operation and amenities report. A Zerorez proposal was presented to clean the 12 umbrellas at \$25 each.

On MOTION by Mr. Weatherly seconded by Mr. Taylor with all in favor the Proposal from Zerorez to Clean 12 Umbrellas for a total cost of \$300 was approved.

Mr. Johnson presented two proposals to pressure wash the basketball court from Krystal Klean for \$1,120 and Riverside Management Services is \$650. The board discussed their concerns for pressure washing, which could take the paint off of the court. They advised that a service agreement with the vendor would be beneficial in case any damage was made to the court.

On MOTION by Mr. Weatherly seconded by Mr. Taylor with all in favor the Proposal from RMS to Pressure Wash the Basketball Court was approved, subject to review of the service agreement.

Mr. Johnson provided a proposal from Krystal Klean to pressure wash the canal block walls.

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor the Proposal from Krystal Klean to Pressure Wash Canal Block Walls was approved, subject to negotiation with Krystal Klean on Basketball Court Proposal for Acceptable Cost if so Award both Contracts to Krystal Klean.

Mr. Johnson presented the proposal to purchase six single kayaks and six dual kayaks with accessories. The policies, check-in/check-out process and equipment security is being developed. Staff will come back to the board and present the process established.

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor the Proposal to Purchase Watercraft & Accessories with an extra \$200 delivery charge was approved. (Did they specify the total amount?)

Ms. Chambers is coordinating the introduction of Zumba and other activities for residents using third party agreements with insurance requirements and indemnifications to protect the CDD. The board authorized resident group access policies for use of the amenity center meeting area for after hours. Lynzi will work with District Counsel and District Manager to further develop policies and required documents.

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor Resident Group Access Policies for Use of the Amenity Center Meeting Area for After Hours was approved with Ms. Chambers to work with District Counsel and District Manager to further develop policies and related documents.

FIFTEENTH ORDER OF BUSINESS Supervisors' Requests and Audience Comments

Ms. Susan Newman asked why the community is advertised as Whisper Creek instead of TrailMark. She also had questions about a second amenity center being built, a second entrance, pocket parks and a dog park.

SIXTEENTH ORDER OF BUSINESS Financial Reports

A. Balance Sheet as of February 28, 2019 and Statement of Revenues & Expenses for the Period Ending February 28, 2019

Mr. Oliver stated included in your agenda package is a copy of the balance sheet and income statement as of February 28, 2019.

B. Assessment Receipt Schedule

Mr. Oliver stated included in your agenda package is an assessment receipt schedule.

C. Check Register

Mr. Oliver stated included in your agenda package is a check register for your approval.

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor the Check Register was approved.

SEVENTEENTH ORDER OF BUSINESS Next Scheduled Meeting – Wednesday, April 17, 2019 @ 2:00 p.m. at the Offices of GMS

Mr. Oliver stated the next regularly scheduled meeting is April 17, 2019 at 2:00 p.m. at the Offices of GMS.

EIGHTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor the Meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

**SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT**

THIS AGREEMENT (“**Agreement**”) is made and entered into this 15th day of March, 2019, by and between:

Six Mile Creek Community Development District, a local unit of special-purpose government established pursuant to chapter 190, Florida Statutes, located in St. Johns County, whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**District**”); and

Sitex Land, LLC, a Florida limited liability company, whose address is 7643 Gate Parkway #104-127, Jacksonville, Florida 32256 (the “**Contractor**,” and collectively with the District, the “**Parties**”).

RECITALS

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

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

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so in accordance with its proposal submitted to the District;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

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

2. **CONTRACTOR OBLIGATIONS.**

- a. ***Scope of Services.*** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT C** (“**Work**”). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT C** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area

to the Work, with no adjustment to price. The pricing shall be as reflected in **Exhibit B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

- b. ***Acceptance of Site.*** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the bid, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor’s expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor’s failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
- c. ***Manner of Contractor’s Performance.*** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- d. ***Discipline, Employment, Uniforms.*** Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- e. ***Scheduling.*** In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined herein).
- f. ***Protection of Property.*** Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the satisfaction of the District.
- g. ***Reporting Services.*** The District shall designate in writing one or more persons to act as the District’s representatives with respect to the services to be performed under this Agreement (“**District Representatives**”). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Gregg Kern and Robert Johnson to act as the District Representatives. The District shall have the right to change its designated representatives at any time by written notice to the Contractor. Using the Forms attached hereto as **Exhibit E**, or any other form the District may provide, the Contractor shall provide to management a written report of work performed for each month with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives at least bi-weekly to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement, and to attend all meetings of the District’s Board of Supervisors upon request.

- h. **Deficiencies.** If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within three days and prior to submitting any invoices to the District. If the Contractor does not respond or take action within the specified time period, and without intending to limit the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor \$100 per day; to withhold some or all of the Contractor's payments under this Agreement; and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.
- i. **Compliance with Laws.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.
- j. **Safety.** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- k. **Environmental Activities.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.)

and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

- l. ***Payment of Taxes; Procurement of Licenses and Permits.*** Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements.
- m. ***Subcontractors.*** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.
- n. ***Independent Contractor Status.*** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. **COMPENSATION; TERM.**

- a. ***Term.*** Work under this Agreement shall begin on the date first written above and end after one year ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, and unless terminated pursuant to the terms of this Agreement, this Agreement shall automatically renew on the same terms up to three times and for one year periods.
- b. ***Compensation.*** As compensation for the Work, the District agrees to pay Contractor the amounts set forth in **EXHIBIT B**. All additional work or

services, and related compensation, shall be governed by Section 3.c. of this Agreement.

- c. ***Additional Work.*** Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed ASO, an example of which is attached as **EXHIBIT D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's bid pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. ***Payments by District.*** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. ***Payments by Contractor.*** Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due

Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in section 2.h. of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

On a default by Contractor, the District may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. On a default by Contractor, the District further reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies.

5. **INSURANCE.**

- a. ***Insurance Required.*** Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective

within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

- b. ***Types of Insurance Coverage Required.*** The Contractor shall maintain throughout the term of this Agreement the following insurance:
- i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. Employer's Liability Coverage with limits of at least \$500,000 per accident or disease.
 - iii. Commercial General Liability Insurance covering liability for, among other things, bodily injury, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
 - v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.
- c. ***Additional Insureds.*** All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its Supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against

the District and its Supervisors, officers, staff, agents, employees, and representatives.

- d. ***Sub-Contractors.*** Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- e. ***Payment of Premiums.*** The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. ***Notice of Claims.*** Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. ***Failure to Provide Insurance.*** The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

- a. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District Staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, or representatives.
- b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.
- c. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultants limitations on liability contained in section 768.28, Florida Statutes or other

law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

- d. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- e. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Agreement.

7. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

- a. The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
- b. Contractor shall furnish detailed Purchase Order Requisition Forms ("**Requisitions**") for all materials to be directly purchased by the District.
- c. Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- d. The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- e. Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.
- f. After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers

and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

- g. The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.
- h. All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

8. MISCELLANEOUS PROVISIONS.

- a. ***Default & Protection Against Third Party Interference.*** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
- b. ***Custom & Usage.*** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.
- c. ***Successors.*** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.
- d. ***Assignment.*** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.
- e. ***Headings for Convenience.*** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- f. ***Agreement.*** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete

expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency / conflict between this document, and the **EXHIBITS**, this document shall control.

- g. **Attorney's Fees.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.
- h. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.
- i. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- j. **Notices.** Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. **If to the District:** Six Mile Creek Community
Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Hopping Green & Sams, PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Wesley S. Haber

B. **If to Contractor:** Sitex Land, LLC
7643 Gate Pkwy. #104-127
Jacksonville, FL 32256
Attn: Matthew Hilyer

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for

giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- k. ***Third Party Beneficiaries.*** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.
- l. ***Controlling Law & Venue.*** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be St. Johns County, Florida.
- m. ***Public Records.*** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement are public records and will be treated as such in accordance with Florida law. In particular, Contractor agrees to comply with all applicable public records laws, including but not limited to Section 119.0701, Florida Statutes, the provisions of which are expressly incorporated by reference herein.
- n. ***Severability.*** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- o. ***Arm's Length Transaction.*** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the


language, and any doubtful language will not be interpreted or construed against any party.

- p. ***Signatures.*** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Moreover, electronic records of signatures shall constitute original signatures for all purposes.


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

ATTEST:


By: JAMES OLIVER
☒ Secretary
☐ Assistant Secretary

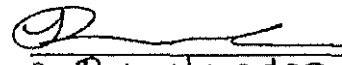
SIX MILE CREEK
COMMUNITY DEVELOPMENT
DISTRICT


By: Michael Taylor
☒ Chairperson
☐ Vice Chairperson

Date: _____

ATTEST:

By: _____
Its: _____


By: Rick Herndon
Its: Operations Manager
Date: 2.5.2019

- Exhibit A: Scope of Services
- Exhibit B: Fee Schedule
- Exhibit C: Landscape Maintenance Areas Exhibit
- Exhibit D: Additional Services Order
- Exhibit E: Reporting Forms

EXHIBIT “A”

SCOPE OF SERVICES

(To be Attached When Agreement is Signed)

Exhibit A
(Scope of Work and Maintenance Maps)

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE

- I. SCOPE OF WORK.** The Landscape and Irrigation Maintenance Contractor (the "Contractor") shall furnish all horticultural supervision, labor, materials, equipment, and transportation required to maintain the landscape and irrigation system within Six Mile Creek CDD (the "District") throughout the contract period, as specified per the contractual agreement.

a. Common Areas to be Serviced:

- i. Entrance
- ii. Amenity Center
- iii. Kayak Launch & Park
- iv. Pocket Parks
- v. Mailbox Kiosk Park
- vi. Lift Station Areas
- vii. Common Area Right of Ways
- viii. Right of Ways for unsold phases (*until phases are sold to builders*)
- ix. Pond Banks (except those banks directly behind closed homes)
- x. All other common areas maintained by the District.

b. Schedule of Services:

The Contractor will be on site as necessary to complete the scope of work. The Contractor will endeavor to schedule all work to be completed each week by 5:00 PM Friday, however the Contractor may be required to work on weekends to complete tasks delayed or caused by Acts of God or in emergency situations. The Contractor shall be on site as required year-round. A knowledgeable (and licensed when applicable) supervisor from the Contractor's firm is required to be present during every maintenance visit

c. Quality Control Inspections:

A qualified representative from the Contractor's firm shall accompany the District's representative ("Manager") on monthly quality inspections. Such inspections should occur on a set schedule as agreed upon by the Manager and the Contractor. Any deficiencies within the scope of services shall be corrected within seven (7) days of each inspection unless Contractor notifies Manager of a reasonable explanation as to why such issue cannot be completed in such time period

d. Attendance at meetings:

Upon request by the District, the contractor shall attend regularly scheduled District meetings

e. Reporting:

- i. The Contractor will be required to provide Manager with the following information:
 - Monthly Irrigation Inspection Reports.
 - Monthly Consumptive Use Permit Reporting for Recharge Wells and Ponds
 - Monthly Landscape Service Reports which shall include:
 - Mowing/Edging/Trimming Service Report
 - Pruning Service Report
 - Pond Bank Mowing Service Report (if applicable)

- Fertilization Report
 - Plants/shrubs
 - Sod
 - Trees
- Pest Control Report
- Muhly / Cord Grass Maintenance Report (if applicable)
- Tree Maintenance (Limb ups) (if applicable)
- Annual Flower Types and Design (if applicable)

- ii. Facility Manager will provide contractor with the following information:
 - Monthly Irrigation Inspection Report Template

II. LAWN CARE:

a. Mowing and Edging:

District owned property shall be mowed 1-2 times every seven (7) days during the active growing season (April 1 – November 30) and once a month during the dormant seasons (December 1 to March 31) unless specifically noted below. Mowing that occurs during the active growing season must be done on the same day(s) of each week. If Contractor is unable to complete the mowing on the designated day of the week, the Contractor must notify Facility Manager of said complication and provide the day in which the mowing will be made up. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticultural correct for the turf variety, taking into account the season. Zoysia 2-3", Saint Augustine Floritam 4-5", Saint Augustine Sevelle and Palmetto 3-3 ½" Bahia 3-5". Clippings shall not be caught and removed from lawn area unless they are lying in swaths, which may damage the lawn.

****NOTE:** Bermuda should be cut 2 times per week during the active growing season using a reel mower in place of a rotary mower and Contractor should mix in vertical mowing and core aerations to the turf as needed.

- i. *District Easements and Right-of-Ways.* Shall be mowed once every seven 7 days during the active growing season (April 1 - November 30) and once a month during the dormant seasons (December 1 to March 31) (35)
- ii. *District Controlled Pond Banks.* Shall be mowed twice a month during the active growing season (April 1 – November 30) and once a month during the dormant season (December 1 to March 31). (19)
****NOTE:** Residents are responsible for mowing from the top of lake bank down to the water's edge behind their homes.
- iii. *District Controlled Pocket Parks and Greenspace.* Shall be mowed once every seven days during the active growing season (April 1 - November 30) and once a month during the dormant seasons (December 1 to March 31). (26)

b. Sod:

The Contractor shall replace dead sod up to one pallet within two (2) weeks of identifying the disturbed area. Sod replacement equaling more than one pallet shall be approved by the Facility Manager in advance. St. Augustine Sod should be maintained at a height of 4 inches and the Contractor should take care to not scalp the Sod by adjusting mower height as needed. Other types of sod should be mowed at a height as recommended by the University of Florida.

c. Edging:

The Contractor shall edge ground cover as needed to keep within bounds and away from obstacles. Concrete edging, including all sidewalk areas, including backs of curbs will be performed consistent with the mowing schedule for turf areas. Sidewalks, curbs, and pavement will be blown or vacuumed clean of turf and like debris, not including heavy sand, by forced air machinery, after every mowing.

d. Fertilization:

A fertilization program of properly timed applications of quality slow release fertilizers (based on requirements established by the University of Florida JFAS) shall be established. Program shall provide a lawn, which is evenly green and thick, and one, which does not promote surge growth or burning.

e. Weed, Disease, and Insect Control:

The Contractor shall establish a grass and plant pesticide spray program to provide the application of pesticides as needed to control mole crickets, army worms, chinch bugs and other grass and plant pests as well as plant fungus. Pre-emergent and post-emergent controls shall be used to provide acceptable levels of weed control. All chemicals and pesticides shall be purchased and obtained at the expense of the Contractor. All spraying must be performed by or under the direct supervision of a licensed applicator. The pest control program shall follow the most current recommendations of the University of Florida "Guides to Insect Disease, Nematodes and Weed Control". The Contractor shall submit an outline of the agronomic program along with the proposal. Contractor will use proper fertilization, mowing, and watering practices to promote the growth of weed resistant turf.

III. GROUND COVER AREA / SHRUB AREAS:

Shrubs and groundcover shall be maintained at a height that will not disrupt clear line of site at all vehicular intersections. Foundation shrubs planted at the base of any building or signage/hardscape element in the landscape shall be maintained to a height not less than 6" below any signage or directional graphic or lettering associated with building identification systems. Foundation shrubs planted at the base of any building or signage/hardscape element should be trimmed to compliment any architectural banding and/or detailing so as not to block any such detail from view.

Pruning of plants, which overhang curbs and sidewalks shall be addressed regularly. Pruning of bushes includes maintaining the current shape and specifically does not include changing the shape of the plant as in a cut back. Mass planted shrubs shall not be pruned individually. Tops of shrub masses shall be pruned to a consistent height, but sides of shrubs shall be allowed to grow together into a full solid mass. All shrubs shall be pruned in such a way as to provide a clean and neat appearance.

a. Weed Control:

The Contractor shall keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides. Beds around Amenity Center and Amenities should be weeded by hand on a regular basis.

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

Post-emerge: Control broadleaf weeds with selective herbicides. The chosen chemical will be recommended and legally approved for the specific weed problem.

b. Fertilization:

The Contractor shall apply fertilizer as warranted. The number of applications will be

dependent on the type of nitrogen used and the type of plant material being fertilized. Soil samples should be taken if Contractor encounters problematic areas of the community in order to determine the best remediation plan for those areas.

c. Fungicide:

The Contractor shall apply legally approved fungicides to control disease-causing damage to ornamentals if warranted.

d. Pesticide: Apply legally approved pesticides to control insects causing damage to ornamentals if warranted.

IV. ROSE BUSHES:

- a. Roses should be trimmed back, dead headed and fertilized consistently so as to promote healthy and even growth and consistent budding.

V. ORNAMENTAL GRASSES

- a. The Contractor shall cut all ornamental grasses back every two years in the months of January or February starting with January/February 2018. All ornamental grass clippings shall be raked up and removed from the property at the end of each day in which the grasses are being cut.

VI. TREE CARE:

A Certified Arborist shall be utilized in the maintenance of the trees on District property.

a. Pruning:

Height limitation for tree pruning covered in the specifications is 10 feet. On trees over 10 feet in height, only low hanging branches that present a hazard to pedestrian or vehicular traffic will be raised to 8 feet above ground level. Trees less than 10 feet in height will be scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Contractor will be required to attend to any branches identified as a hazard to pedestrian or vehicular traffic within seven (7) days from the date notice is provided to Contractor by the on-site manager.

b. Staking:

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

Tree Fertilization:

A tree fertilization program and the cost should be submitted as a separate item within your proposal. This shall include all Palms, Oaks, Maples, Elms, Magnolias, Hollies, etc.

c. Palm Pruning:

Dead or dying fronds should be removed bi-annually and will be within set months each year. It is best to leave healthy fronds when possible and defer to specific pruning methods and finished cuts per palm type.

VII. MULCH / PINE STRAW:

The Contractor will install mulch / pine straw twice per year (after leaf drop in fall and in spring). Mulch / pine straw will be applied at the amenity facility, entry feature, common areas, and green spaces. Pine straw will be used on trees and in other ornamental grass areas

****NOTE: COST SEPARATE FROM MONTHLY LANDSCAPE MAINTENANCE**

COST: A proposal for both pine bark mulch (large nugget) and pine straw, once per year shall be shown separately from the overall proposal for Landscape and Irrigation Maintenance services.

VIII. ANNUAL COLOR

Annual flowers will be installed three (3) times per year corresponding to each seasonal variety and District shall maintain the right to request an additional rotation at its discretion. Specified varieties, size spacing, and frequency will be recommended per climate and location of plantings. A 90-day warranty on plant life is applied excluding vandalism, acts of God, or irrigation related issues not due to contractor negligence or response time.

****NOTE: COST SEPARATE FROM MONTHLY LANDSCAPE MAINTENANCE COST:** *An estimated number of flowers per rotation and a per rotation cost shall be shown separately from the overall proposal for Landscape and Irrigation Maintenance services.*

IX. DEBRIS CLEANUP

All landscape areas shall be inspected on days of service and excess debris and litter removed. Dead and fallen tree limbs and palm fronds should be removed from the turf and beds during each visit. Gardening debris, generated from the Contractor's work, shall be removed from all surface areas on days of service. This excludes heavy leaf fall pickup from parking areas, sidewalks, pools, etc.

X. IRRIGATION SYSTEM

The Contractor shall visually inspect the entire irrigation system once a month for a total of 12 inspections annually to ensure optimal performance. The Contractor will be responsible for controlling all irrigation water use in compliance with the St. Johns River Water Management guidelines and will ensure minimal water use while providing sufficient water use for proper plant nutrition, particularly during the growing season.

a. Sprinkler Heads.

All sprinkler heads shall be checked for proper operation and coverage. Contractor shall be solely responsible for the repair and replacement of any all irrigation heads or irrigation equipment damaged by landscape personal during routine landscape maintenance.

b. Valves & Valve Boxes.

The Contractor shall inspect all valves and valve boxes for broken or stuck valves or missing valve box lids, and replacing as needed.

c. Watering Schedule.

The Contractor shall adjust watering schedules to correspond with seasonal color installation, fertilization applications, and pest control operations. Water schedules will be adjusted as needed based on season and rainfall amounts.

d. Emergency Contact.

The Contractor shall provide Facility Manager with a contact person and telephone number who shall be available for on-call emergency service.

e. Irrigation Repairs.

Any repairs needed that are not covered under this inspection process will be proposed and billed separately. Stopping water loss and health hazards associated with main line breaks, valve damage, backflow malfunctions, lateral breaks, damaged heads, etc., are emergency services and water shall be turned off immediately upon notice of damage. Final repairs shall be completed within 48 hours. Contractor shall submit proposals for any repairs that fall outside of the inclusive repairs for materials and labor based upon unit prices provided in the fee schedule below.

EXHIBIT “B”

FEE SCHEDULE

(To be Attached When Agreement is Signed)

PROPOSAL FORM
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR

SIX MILE CREEK
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

SIX MILE CREEK
COMMUNITY DEVELOPMENT DISTRICT

c/o
on or before 12110, 2018 at _____ M. (EST)

TO: Six Mile Creek Community Development District

FROM: Sitex Land, LLC - Matthew Hilyer
(Proposer)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Six Mile Creek Community Development District the undersigned proposes to provide all services as described in the Scope of Work and Maintenance Maps attached to this Proposal Form as Exhibit A, and the Maintenance Services Agreement included in the Project Manual. Having carefully examined the Scope of Work, Maintenance Maps, and Maintenance Services Agreement and having thoroughly inspected the property that is the subject of this proposal, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work in accordance with the said documents, for the following amounts:

Common Areas (Excluding the Amenity Center)

1.	Annual Landscape and Irrigation Services	\$ <u>174,199.92</u>
2.	Mulch / Pine Straw Install – Per single install	\$ <u>15,950.00</u>
3.	Annual Color Flowers – (4) Three rotations	\$ <u>4,800.</u>
Total (items 1-3)		\$ <u>194,949.92</u>

Amenity Center

1.	Annual Landscape and Irrigation Services	\$ <u>19,800.00</u>
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2.	Mulch / Pine Straw Install – Per single install	\$ <u>2,475.00</u>
3.	Annual Color Flowers – (4) Three rotations	\$ <u>N/A</u>
	Total (items 1-3)	\$ <u>22,275</u>

Rights-of-Way in Unsold Phases

1.	Annual Landscape Maintenance Service	\$ <u>4,800.00</u>
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Conditions

- The above provided cost will be used as final contract amounts at the time of executing the agreement.
- The cost provide herein are valid for 120 days from receipt of proposal form.
- Failure to complete this form may result in disqualification from consideration.
- The amounts included on the Unit Price Proposal attached to this Proposal Form as **Exhibit B** shall be the amounts used under the Maintenance Services Agreement for any line items identified as "As Needed/Requested."

Exhibit B
(Unit Price Proposal)

SIX MILE CREEK CDD – UNIT PRICE PROPOSAL

#	Item	Performance	Price/#	Additional Note?
CONTRACT MAINTENANCE				
1	Monthly Common Area Maintenance	Per Contract	\$14,245.82	
2	Total Yearly Common Area Maintenance	Per Contract	\$194,943.92	
LABOR				
3	# of Crew Members During Growing Season	Per Contract	# 5	
4	# of Crew Members During non-growing season	Per Contract	# 3	
5	Total # of Turf Cuts per year	Per Contract	# 38	
6	# Irrigation Tech Labor Rate	As Needed/Requested	\$ 50.00	Per Hour
SOD / SEED				
7	St. Augustine – Sq. Ft.	As Needed/Requested	\$ 1.45	
8	Bahia – Sq. Ft.	As Needed/Requested	\$.38	
9	Zoysia – Sq. Ft.	As Needed/Requested	\$ 1.55	
10	Winter Rye – Sq. Ft.	As Needed/Requested	\$	
11	Dead Sod Removal – Hr. Rate	As Needed/Requested	\$ 30.00	
12	Sod Install – Hr. Rate	As Needed/Requested	\$ 30.00	
13	Soil Test – Total Cost	As Needed/Requested	\$ Free	
14	Aeration Sq. Ft.	As Needed/Requested	\$	
MULCH / PINE STRAW				
15	Pine Straw - Bale	As Needed/Requested	\$ 5.50	Per Bale
16	Pine Straw – Full Install	Bi-annually per Contract	\$ 15,675.00	# of CY
17	Pine Bark - CY	As Needed/Requested	\$	Per Cubic Yard
18	Pine Bark – Full Install	Bi-Annually per Contract	\$	# of CY
19	Removal of aged mulch	As Needed/Requested	\$	CY
ANNUALS				
20	Annual Flowers – 4x per yr.	Per Contract	\$ 4,800.00	
21	Annual Flowers – Per Rotation	As Needed/Requested	\$ 1,200.00	# of flowers 360
22	Annual Flowers – Per Flower	As Needed/Requested	\$ 4.00	
SHRUBS / PLANTS				
23	1 Gallon Shrubs	As Needed/Requested	\$ 6.50	
24	3 Gallon Shrubs	As Needed/Requested	\$ 12.00	
25	Knockout Roses	As Needed/Requested	\$ 22.00	
FERTILIZATION				
26	Turf	Per Contract	\$ 7,500.00	# Per Year
27	Shrubs – 2x	Per Contract	\$ 2,800.00	
28	Trees – 2x	Per Contract	\$ 1,400.00	

ORNAMENTAL GRASS				
29	Native Grasses	As Needed/Requested	\$ 30.00	Cost to Replace
30	Cutting back - Entire Property	Per Contract	\$ 3400.00	
31	Cutting back - Individual areas	As Needed/Requested	\$	Per Hour 30.00
TREES				
32	Ligustrum Tree - 7-8'	As Needed/Requested	\$ 600.00	
33	Magnolia Tree - 65 gal	As Needed/Requested	\$ 600.00	
34	Magnolia Tree - 100 gal	As Needed/Requested	\$ 750.00	
35	Live Oak - 100 gal 3 1/2"-4" cal.	As Needed/Requested	\$ 800.00	
36	Live Oak - 200 gal 5-6" cal.	As Needed/Requested	\$ 1100.00	
37	Crape Myrtle - 65 gal. multi-stem	As Needed/Requested	\$ 500.00	
38	Crape Myrtle - 100 gal multi-stem	As Needed/Requested	\$ 750.00	
39	Nelly Stevens Holly - 30 gal	As Needed/Requested	\$ 350.00	
40	Maple Tree - 11/2"-2" 30 gal	As Needed/Requested	\$ 350.00	
41	Elm Tree - 30 gal.	As Needed/Requested	\$ 350.00	
42	Palm Tree -	As Needed/Requested	\$ 300.00	
43	Evergreen Tree - 30 gal	As Needed/Requested	\$ 350.00	
44	Cost to prune all street trees	As Needed/Requested	\$ 30.00	Per Tree
45	Cost to prune all palm trees	As Needed/Requested	\$ 30.00	Per Tree
IRRIGATION				
46	Hunter Controller 2 wire	Requested	\$ 2,450.00	
47	Hunter valves 2" ICB	As Needed/Requested	\$ 165.00	
48	6" rotor - each	As Needed/Requested	\$ 30.00	
49	12" rotor - each	As Needed/Requested	\$ 45.00	
50	Spray nozzle - each	As Needed/Requested	\$ 3.00	
51	6" pop up PRS 30 spray - each	As Needed/Requested	\$ 31.00	
52	12" pop up PRS 30 spray - each	As Needed/Requested	\$ 38.00	
53	VP-10 - each	As Needed/Requested	\$	
54	VP-12 - each	As Needed/Requested	\$	
55	2 wire for system per LF	As Needed/Requested	\$ 1.50	
56	ICB decoder - each station	As Needed/Requested	\$ 195.00	
57	Wire splice 3M DBY	As Needed/Requested	\$ 12.00	
58	6" PR - Sch. 160 - per LF	As Needed/Requested	\$ 6.00	
59	4" PR - Sch. 160 - per LF	As Needed/Requested	\$ 4.00	
60	3" PR - Sch. 160 - per LF	As Needed/Requested	\$ 3.00	
61	2" PR - Sch. 160 - per LF	As Needed/Requested	\$ 2.00	
62	1-1/2" PR - Sch. 160 - per LF	As Needed/Requested	\$ 1.50	
63	1-1/4" PR - Sch. 160 - Per LF	As Needed/Requested	\$ 1.25	
64	1" CL - 200, per LF	As Needed/Requested	\$ 1.00	
65	3/4" CL - 220, per LF	As Needed/Requested	\$.75	
66	Rainbird ET Drip hose	As Needed/Requested	\$ 1.00	
67	1/2" Flex PVC, per LF	As Needed/Requested	\$ 1.25	
68	4" Slip-Fix Repair Coupling - EA	As Needed/Requested	\$ 92.00	
69	3" Slip-Fix Repair Coupling - EA	As Needed/Requested	\$ 69.00	
70	2-1/2" Slip-Fix Repair Coupling - EA	As Needed/Requested	\$ 52.00	
71	2" Slip-Fix Repair Coupling - EA	As Needed/Requested	\$ 40.00	
72	1-1/2" Slip-Fix Repair Coupling - EA	As Needed/Requested	\$ 32.00	
73	1-1/4" Slip-Fix Repair Coupling - EA	As Needed/Requested	\$ 24.00	
74	1" Slip-Fix Repair Coupling - EA	As Needed/Requested	\$ 18.00	

75	Watering of parks and lift stations 2+2	As Needed/Requested	\$	30.00 per Hour
PEST CONTROL				
76	Turf, Insect and Herbicide Treatment	As Needed/Requested	\$	Depends on Area
77	Fire Ant Control – Full Treatment	As Needed/Requested	\$	Depends on Area
78	Fire Ant Control – Spot Treatment	As Needed/Requested	\$	Depends on Area

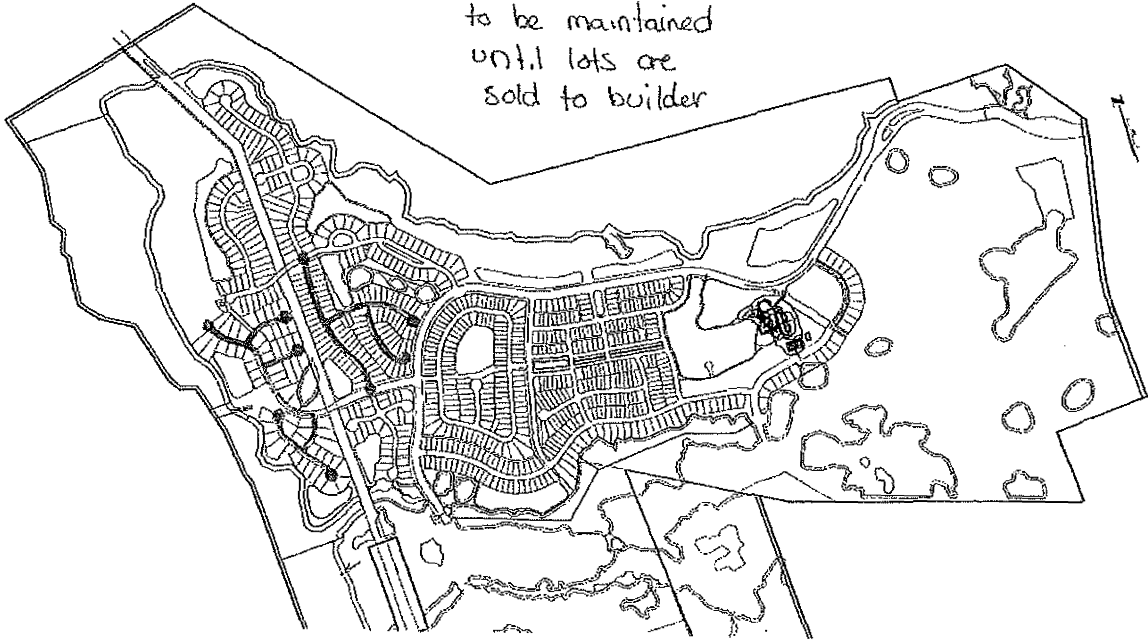
EXHIBIT “C”

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

MAINTENANCE MAPS

(To be Attached When Agreement is Signed)

Right-of-Ways
to be maintained
until lots are
sold to builder



Indicates Pond Banks
to be maintained

Indicates Greenspace,
right-of-ways, and
common area owned
by the District

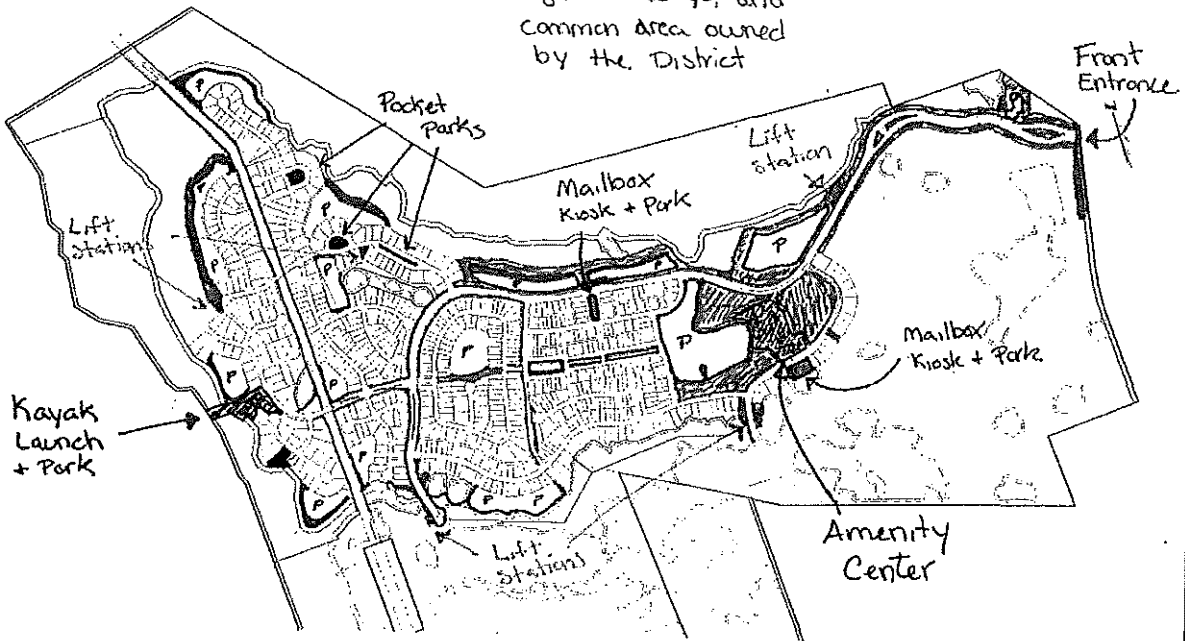


EXHIBIT “D”
FORM
(ADDITIONAL SERVICES ORDER)

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT
ADDITIONAL SERVICES ORDER (ASO)

FOR ILLUSTRATION PURPOSES ONLY. DO NOT USE THIS FORM
 -Contact District Manager For Finalized Form-

Date: MM/DD/YYYY

ASO #: 01

Contractor's Name: _____

Project Manager: _____

Project Manager's Email: _____

Contractor's Address: _____

Contractor's Phone: _____

Contractor's Facsimile: _____

District Manager: James Oliver

District Manager's Email: joliver@gmsnf.com

District Address: _____

District Phone: _____

Item #	Item Description	Unit	Unit Cost	Quantity	Total
1			\$0.00	0.00	\$0.00
2			\$0.00	0.00	\$0.00
3			\$0.00	0.00	\$0.00
4			\$0.00	0.00	\$0.00
5			\$0.00	0.00	\$0.00

Net Change: \$0.00

Amount This ASO:	\$0.00
ASO Amount To Date:	\$0.00
Original Agreement Amount:	\$0.00
Revised Agreement Amount:	\$0.00

Reason for Additional Services Order, Please Explain:

Additional Specifications:

In the event of a conflict between the terms and conditions set forth in this Additional Services Order with the terms and conditions in the Agreement, the terms and conditions of the Agreement will govern and the conflicting terms contained in the Additional Services Order will be disregarded. The District reserves the right to modify the Additional Services Order Form at any time.

Original Agreement: Six Mile Community Development District – Landscape Maintenance Services Agreement

Signed & Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Additional Services Order to be effective as of the later of the two dates set forth below.

OWNER:

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special-purpose government

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “E”
REPORTING FORMS

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT

WORK JOURNAL

DATE: _____

DESCRIPTION OF WORK PERFORMED: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT
PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

REPRESENTATIVE NAME: _____

**(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE
REQUEST)**

SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT
IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR TREATMENT:

IRRIGATION TECHNICIAN'S NAME: _____

REPRESENTATIVE NAME: _____

(INVOICE FOR THIS WORK MUST MATCH DESCRIPTION OF SERVICE REQUEST)

END

FIFTH ORDER OF BUSINESS

BID SUMMARY (4-4-19)

TRAILMARK - Phase 5A

LANDSCAPE and IRRIGATION
SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT
St. Johns County, Florida

Highlights in yellow indicate discrepancies

	ITEM (reference plans for specifications)	North Florida Landscape				Randy Suggs Inc.			
		QUANTITY	UNIT	UNIT PRICE	TOTAL INSTALLED PRICE	QUANTITY	UNIT	UNIT PRICE	TOTAL INSTALLED PRICE
1. Landscape Material									
	TREES:								
	a. River Birch 6"	22	Each	\$295.00	\$6,490.00	22	Each	\$450.00	\$9,900.00
	b. East Palatka Holly 4"	30	Each	\$595.00	\$17,850.00	30	Each	\$650.00	\$19,500.00
	c. Bracken's Brown Magnolia 4"	10	Each	\$695.00	\$6,950.00	10	Each	\$775.00	\$7,750.00
	d. Slash Pine 2"	11	Each	\$195.00	\$2,145.00	11	Each	\$185.00	\$2,035.00
	e. Slash Pine 4"	16	Each	\$395.00	\$6,320.00	16	Each	\$350.00	\$5,600.00
	f. Slash Pine 6"	24	Each	\$495.00	\$11,880.00	24	Each	\$450.00	\$10,800.00
	SHRUBS								
	g. Thryalis	218	Each	\$12.00	\$2,616.00	218	Each	\$9.00	\$1,962.00
	h. Pink Muhly	817	Each	\$8.95	\$7,312.15	817	Each	\$9.00	\$7,353.00
	i. Evergreen Paspalum	205	Each	\$8.95	\$1,834.75	205	Each	\$9.00	\$1,845.00
	j. Sand Cord Grass	723	Each	\$8.95	\$6,470.85	723	Each	\$9.00	\$6,507.00
	k. Dwarf Fakahatchee Grass	307	Each	\$8.95	\$2,747.65	307	Each	\$9.00	\$2,763.00
	GROUNDCOVERS & SOD								
	l. Floratam St. Augustine Sod	6225	Square Feet	\$0.50	\$3,112.50	6225	Square Feet	\$0.55	\$3,423.75
	m. Bahia Sod	5577	Square Feet	\$0.40	\$2,230.80	5577	Square Feet	\$0.45	\$2,509.65
	n. Pine Straw Mulch	800	per bale	\$5.95	\$4,760.00	1200	per bale	\$6.50	\$7,800.00
2. Irrigation System		1	Each	\$13,100.49	\$13,100.49	1	Each	\$13,100.49	\$13,100.00
4. Agronomic Testing		1	Each	\$100.00	\$100.00	0	Each	\$0.00	\$0.00
5. Soil Percolation Test/Observation		1	Each	\$100.00	\$100.00	0	Each	\$0.00	\$0.00
6. Amendments		1	Each	\$1,200.00	\$1,200.00	0	Each	\$0.00	\$0.00
7. Other	[insert description of any additional items]								
8. General Conditions		0	Each	\$0.00	\$0.00	0	Each	\$0.00	\$0.00
9. Mobilization		1	Each	\$2,500.00	\$2,500.00	0	Each	\$0.00	\$0.00
10. Performance and Payment Bond				5% of contract	\$0.00	1	Each	\$2,571.21	\$2,571.21
TOTAL BID SUMMARY- Items 1-10 (STIPULATED LUMP SUM)					\$99,720.19				\$105,419.61

**AGREEMENT FOR LANDSCAPE AND IRRIGATION INSTALLATION AND
MATERIALS BY AND BETWEEN _____ AND
SIX MILE CREEK COMMUNITY DEVELOPMENT DISTRICT
[TRAILMARK PHASE 5A]**

THIS AGREEMENT is made and entered into this ____ day of April, 2019, by and between:

Six Mile Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in St. Johns County, Florida, with an address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"), and

_____, a _____, with an address of _____ (hereinafter "Contractor").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, Florida Statutes, for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including landscape improvements; and

WHEREAS, the District desires to retain an independent contractor to perform landscape and irrigation installation services and provide materials associated therewith, as more particularly described in this Agreement and on the attached **Exhibit A**, and Contractor represents that it is capable of providing such materials and services and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, 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 as follows:

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The duties, obligations, and responsibilities of the Contractor are to provide the services, labor, materials and warranties described herein and set forth in the documents attached hereto and incorporated by reference herein as **Exhibit A** ("Services"). The Services shall include, but are not limited, to the installation of the plant material and irrigation improvements in accordance with the plans more particularly identified as Trailmark Phase 5A Landscape & Irrigation, issued February 12, 2019 and prepared by Prosser. Contractor shall coordinate the Services with other contractors performing work for the District. Contractor shall coordinate with the District's contractor(s) in

the location and installation of all landscape material, irrigation systems, controllers, meters and other appurtenances that may be required for a complete and operational scope of work. Should any questions arise as to the coordination required, the Contractor shall consult with the District's Designee, as defined below. Contractor shall locate all utilities prior to performing the Work and shall maintain necessary erosion control measures during the term of its Work. Additionally:

- A. The Contractor shall report directly to the District's Designee who shall be Gregg Kern. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth herein and in Exhibit A. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- B. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- C. The District is relying on the Contractor as the expert in this field. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.

SECTION 3. TIMING. Contractor shall commence the Services upon the District's issuance of a written notice to proceed and the Services shall be substantially complete within [redacted] days of the date of the notice to proceed and all punch list items shall be addressed and the Services shall be fully complete within [redacted] days of the date of the notice to proceed. The term "substantially complete" as used herein shall mean the time at which the Services have progressed to the point where, in the opinion of the District, the Services are sufficiently complete, in accordance with this Agreement, so that the Services can be utilized for the purposes for which they are intended. The term "fully complete" as used herein shall mean the time at which the Services are finished in their entirety and, in the opinion of the District, no further work on the part of the Contractor is necessary to finish the Services in accordance with this Agreement. Contractor shall notify the District Designee in writing immediately upon recognizing any potential for a delay delivering its work caused by itself or another contractor. Due to current construction projects and schedules at the project site, the Contractor and District recognize that time is of the essence of this Agreement and that District will suffer financial loss if the Services are not completed within the times specified herein. Contractor must coordinate its work with others performing work for the District as the District directs. Contractor will work overtime or extra shifts as necessary to meet the timeframe provided for herein.

SECTION 4. PAYMENT FOR SERVICES. Total compensation for supplying all of the Services described herein and in attached Exhibit A shall not exceed \$ [redacted]. The

Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within twenty-five (25) days upon receipt of the invoice by the District or as otherwise provided for under the Local Government Prompt Payment Act, Sections 218.70 et seq., Fla. Stat. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 5. CHANGE ORDERS. Contractor understands that the Project may be reduced, enlarged or otherwise modified in scope. If any additional services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District or the District Manager's designee. Contractor shall not perform any service omitted from the Agreement by deductive change order. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event this is a unit price Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in this Agreement. In the event this Agreement is not a unit price agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor. **All change orders shall be in the form attached hereto as Exhibit B.**

SECTION 6. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all workmanship and materials shall be of good quality, and free from faults and defects. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Project, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials provided under this Agreement are found to be defective, deficient or not in accordance with the Agreement, and without intending to limit any other remedies, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Further, the Contractor hereby assigns all manufacturers' warranties to the District, and shall provide evidence of the same with the Contractor's submittal of the Final Payment Application.

Contractor hereby covenants to the District that it shall perform the services necessary to complete the Project: (i) using its best skill and judgment and in accordance with generally accepted professional standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interests of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use of, nor infringe, any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

SECTION 7. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) 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.

The District and Six Mile Creek Investment Group, LLC, and the officers, supervisors, agents, staff, and representatives of the foregoing shall be named as additional insured parties. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida. At no time shall Contractor be without insurance in the above amounts. Contractor shall,

without interruption, maintain insurance for professional liability for errors and omissions for at least five (5) years after the completion or termination of this Agreement.

If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 8. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

SECTION 9. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. ENFORCEMENT OF AGREEMENT. In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Contractor: _____

Attn: _____

B. If to District: Six Mile Creek Community Development District
475 West Town Place, Suite 114
St. Augustine, FL 32092
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, FL 32301
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the

place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 17. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida.

SECTION 19. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and Six Mile Creek Investment Group, LLC, as well as their

directors, officers, supervisors, staff, employees, representatives and agents against any and all claims, damages, liabilities, losses, costs, or harm of any kind including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, or other persons employed or utilized by Contractor in the performance of this Agreement up to the amount of one million dollars. By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.

- C. Contractor hereby acknowledges, agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, Florida Statutes or other statute or law. This Article shall survive any termination of this Agreement.

SECTION 20. TERM. This Agreement shall become effective as of the date first above written, and shall terminate upon completion of the Services set forth herein and in any amendment hereto, unless cancelled earlier, pursuant to Section 21 below.

SECTION 21. CANCELLATION. The District shall have the right to cancel this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason. Contractor shall have the right to cancel this Agreement upon thirty (30) days written notice mailed to the District at the address written above stating a failure of the District to perform in accordance with the terms of this Agreement. The District's liability upon cancellation or termination of this Agreement shall be limited to paying for the reasonable value of labor and materials physically incorporated into the Services up to the effective date of cancellation, along with the value of materials specifically fabricated by Contractor for the Services up to the date the notice of cancellation or termination was given, though not incorporated in the Services, but not reasonably usable elsewhere, less payments already made to Contractor, as Contractor's sole means of recovery for cancellation.

SECTION 22. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 23. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with the District's Records Retention Policy and Florida law. Pursuant to section 119.07(1)(a), *Florida Statutes*, the Contractor shall permit such records to be inspected and copied by any person desiring to do so. Failure of the Contractor to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement.

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining

portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 26. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Landscape and Irrigation Installation and Materials Agreement on the day and year first written above.

Attest:

**Six Mile Creek Community Development
District**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Witness

Signature of Witness

By: _____

Print Name

Print Name: _____

Title: _____

Exhibit A: Documents detailing Services

Exhibit B: Form of Change Order

EXHIBIT B

Change Order No. _____

Date of Issuance: _____ Effective Date: _____

Project:	District:	District's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.:	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: _____

Attachments: (List documents supporting change): _____

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: Working days Calendar days
	Substantial completion (days or date):
\$	Ready for final payment (days or date):
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
\$	Substantial completion (days):
	Ready for final payment (days):
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$	Substantial completion (days or date):
	Ready for final payment (days or date):
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$	Substantial completion (days or date):
	Ready for final payment (days or date):
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$	Substantial completion (days or date):
	Ready for final payment (days or date):

ACCEPTED:

By:

District (Authorized Signature)

Date:

ACCEPTED:

By:

Contractor (Authorized Signature)

Date:

Date:

SEVENTH ORDER OF BUSINESS

D.

1.



EVERGREEN
LIFESTYLES MANAGEMENT

SIX MILE CREEK CDD

April 2019 - Manager's Report

Derek Gilbert

**Six Mile Creek CDD Facility Manager
Evergreen Lifestyles Management**

DISTRIBUTION LIST

Six Mile Creek CDD	Board of Directors	Via E-mail
Jim Oliver	District Manager	Via E-mail
Wes Haber	District Attorney	Via E-mail
Scott Wild	District Engineer	Via E-mail

ADMINISTRATION

*CDD Violations: Landscaping upkeep. Parking regularly on the street.

Additional Access Cards Given Out This Month: 0

Replacement Access Cards Given Out This Month: 0

Replacement Mailbox Keys Given Out This Month: 0

Camp House Rentals Approved this Month: 0

ADMINISTRATIVE PROJECT UPDATES:

Staff continues to add new residents to community website, e-mail list, and access control software.

Staff continues to provide new owners with mailbox keys and community welcome packets.

PROPOSALS

- Revised Krystal Klean proposal - basketball court pressure wash
- Sidewalks/curbs pressure wash

MAINTENANCE PROJECTS COMPLETED

- Fitness Center exterior door lock and alignment, women's stall door
- Fitness Center men's urinal repair, women's toilet repair, women's sink repair
- Pool umbrella pressure washing
- Amenity Center street light near Fitness Center
- Fitness Center Smith machine bar replacement
- Lennar board replacement in Welcome Center
- Painting touchups completed in Welcome Center and Fitness Center

- Pool feature pump repaired

MAINTENANCE PROJECTS IN PROCESS OF BEING COMPLETED

- Replacement of cap stones on Lake/Canal walls
- Street sign repairs
- Pressure wash of basketball court
- Repair 2 parking lot lights that are out
- Replacement of bearing rods on Smith machine in Fitness Center
- Repair for Star Gazing sign on drive-in
- Pothole repairs

BOARD DISCUSSION ITEMS

- Kayak Launch rental policy

SCHEDULED EVENTS

- May 4th - Alligator Farm
- May 11th - Touch A Truck
- May thru August - Summer Movie Series

2.



PO Box 51289
Jacksonville Beach FL 32240
(904) 220-3337,
Info@krystalklean.com

Estimate

ESTIMATE #	18751769
DATE	
PO #	

CUSTOMER
Six Mile Creek CDD Derek Gilbert 805 Trailmark Drive St. Augustine, FL, 32092 (904) 940-0697 derek.gilbert@Evergreen-LM.com

SERVICE LOCATION
Six Mile Creek CDD Trailmark 805 Trailmark Drive St. Augustine, FL, 32092 (904) 940-0697 derek.gilbert@Evergreen-LM.com

DESCRIPTION	Cleaning Umbrellas on pool patio. Soft wash basketball court.
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Description	Qty	Rate	Total
Commercial Soft Wash Soft wash Basketball Court: Soft washing removes most mold, mildew, and dirt, which accounts for 95% of surface discoloration in Florida. This process potentially expose mineral deposit stains that would require additional chemical treatment to remove. Krystal Klean does not currently offer this chemical service on roofs. Please discuss any questions with your Krystal Klean representative Basketball court has long color variation streaks in finish. There are multiple punctures, cracks in the basketball court finish. Krystal Klean can not warranty the finish texture or color of the basketball court as it is compromised and imperfect surface. Krystal Klean will use a 5% sodium hypochlorite solution with 100 PSI soft wash tip system .	5800.00	\$0.15	\$870.00
Commercial Soft Wash Soft wash 11 umbrellas: Soft washing removes most mold, mildew, and dirt, which accounts for 95% of surface discoloration in Florida. This process potentially expose mineral deposit stains that would require additional chemical treatment to remove. Krystal Klean does not currently offer this chemical service on roofs. Please discuss any questions with your Krystal Klean representative	11.00	\$45.00	\$495.00

Estimate Total: \$1,365.00

CUSTOMER MESSAGE

Thank you for the opportunity to serve you!

Krystal Klean upholds the highest industry standards for glass cleaning tools and methods but must inform and educate its customers about the inherent risk of scratches when cleaning glass. Given the facts below, Krystal Klean cannot be held liable for glass scratches. Minuscule glass particles (or "glass fines") may exist on the pane surface. This flaw is common for tempered or hurricane-proof glass often installed in Florida. During a normal cleaning process, these glass fines can break off and cause hairline scratches. Removal of paint, adhesives, calcium deposits, or construction debris may require the use of scrubbing pads or scrapers, which increases the risk of scratched glass, and is a separate service from standard window cleaning. When cleaning glass to remove calcium deposits, some brands of tinted or soft glass may be micro-scratched with vinyl buffing pads. Preexisting scratches may be visible or apparent after the glass is cleaned.

Terms of payment: The total amount stated is due upon completion. Where applicable, credit cards will be charged for the total amount upon completion based on the credit card information provided in advance. All late payments (over 30 days) may bear interest at the highest rate permissible under Florida law calculated daily and compounded monthly. Customer shall also be responsible for paying all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.