

AGREEMENT FOR SPECIALIZED LANDSCAPING MAINTENANCE SERVICES

THIS AGREEMENT FOR SPECIALIZED LANDSCAPING MAINTENANCE

SERVICES, the “Agreement,” is made and entered into this _____ day of _____, 2026, by and between the TOWN OF LAKE PARK, FLORIDA, a Florida municipal corporation, 535 Park Avenue, Lake Park, Florida 33403, hereinafter referred to as “TOWN,” and CHRIS WAYNE AND ASSOCIATES, INC., 15863 97th Drive North, Jupiter, Florida 33478, hereinafter referred to as “CONSULTANT.”

WITNESSETH THAT:

WHEREAS, the Town of Lake Park issued Request for Qualifications No. 116-2025 for Specialized Landscaping Maintenance Services; and

WHEREAS, the CONSULTANT submitted a proposal in response to Request for Qualifications No. 116-2025, and the Town Commission accepted the Evaluation Committee ranking and authorized negotiations with the CONSULTANT (September 03, 2025); and

WHEREAS, the TOWN and the CONSULTANT have negotiated a scope of services and compensation for Specialized Landscaping Maintenance Services at Bert Bostrom Park; and

WHEREAS, the TOWN desires to enter into this Agreement with the CONSULTANT for the provision of such services under the terms and conditions set forth herein.

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

SECTION 1. SCOPE OF SERVICES AND PERFORMANCE:

1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide the services as outlined in RFQ No. 116-2025, a copy of which is attached as Exhibit 1 and incorporated herein by reference as if fully set forth herein (“SERVICES”).

1.2 In the performance of the SERVICES, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing its professional services and shall have due regard for acceptable professional planning standards and principles. The application, interpretation, or construction of any other provision of this AGREEMENT shall not alter the CONSULTANT’S standard of care.

1.3 The schedule and compensation associated with the SERVICES are outlined in Exhibit 1, attached hereto and incorporated herein.

1.4 In the event the TOWN requires any services beyond those outlined in this AGREEMENT, the additional services shall be provided through a proposal to the TOWN to amend the AGREEMENT or as an additional agreement, which shall set forth the additional

services and which shall be in accordance with the hourly rate schedule provided by the CONSULTANT herein. The additional services shall be subject to the TOWN's approval of an amendment to the AGREEMENT and its appropriation of funds during the fiscal year in which the services are to be rendered.

1.5 The CONSULTANT shall keep the TOWN fully informed, at all times, of its activities and progress in performing the SERVICES.

1.6 The SERVICES shall be performed by the CONSULTANT to the satisfaction of the Town Manager (or designee), who shall decide all questions, difficulties, or disputes of any nature whatsoever that may arise pursuant to the AGREEMENT. The Town Manager's determination as to any questions, difficulties, or disputes regarding the CONSULTANT'S fulfillment of the SERVICES hereunder, including the character, quality, amount, and value of the services rendered, shall be final and binding upon the CONSULTANT.

1.7 Any adjustments to the SERVICES, compensation, and/or the term in which the SERVICES are to be performed shall be the subject of a written amendment to the AGREEMENT, approved by the TOWN, and executed in writing by the parties hereto.

SECTION 2. FEES FOR SERVICES

2.1 The CONSULTANT'S compensation for the SERVICES shall be billed to the TOWN monthly for **\$4,900.00**, for an annual amount of **\$58,800.00**, based on the pricing outlined in Exhibit "2."

2. The invoices shall include a detailed breakdown of the services rendered, specifically indicating each task performed, the weight of garbage collected, and all materials supplied. The TOWN shall not reimburse CONSULTANT for any additional costs incurred as a direct or indirect result of CONSULTANT providing the SERVICES to the TOWN pursuant to the AGREEMENT, or for any amounts not identified herein. CONSULTANT shall not be entitled to an increase in the agreed to sum or payments or compensation of any kind from TOWN for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of periods of suspension or delay, disruption or hindrance from any circumstances beyond the CONSULTANT's control.

2.2 Subject to CONSULTANT providing the TOWN with all required support and backup for any request for monthly payment, the TOWN shall pay CONSULTANT within thirty (30) calendar days of its receipt of CONSULTANT's monthly invoices for any undisputed portion of the requested payment. The TOWN may withhold payment for the CONSULTANT'S failure to comply with any term, condition, or requirement of this AGREEMENT. CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least ten (10) years after completion of the PROJECT. TOWN shall have access to such books, records, and documents as required in this section for inspection or audit during normal business hours, at the CONSULTANT's place of business.

2.3 Notwithstanding any provisions of this AGREEMENT to the contrary, the TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of CONSULTANT'S inadequate work as determined by the TOWN, or from loss due to fraud based upon reasonable evidence. In addition, TOWN shall be permitted to deduct from the CONSULTANT's compensation amounts incurred or costs incurred by TOWN as a result of CONSULTANT's violation of this AGREEMENT or for damages associated with CONSULTANT's negligent performance of its services. Upon the TOWN's resolution of the basis for its withholding of a payment, the TOWN shall make payment. The TOWN shall not be required to pay any interest on the amounts withheld. To the extent that the parties cannot resolve any payment disputes, they shall submit the dispute to the TOWN Board for final determination.

SECTION 3. TERM OF THE AGREEMENT

The term of the AGREEMENT shall commence upon execution by both parties and shall continue through May 20, 2029, with two additional one-year extensions available upon approval by the TOWN Board. The term shall be modified or extended only by a written agreement of the parties.

SECTION 4. TERMINATION

4.1 This AGREEMENT may be terminated without cause or for convenience by the TOWN for any reason, or no reason at all, by providing CONSULTANT with notice at least thirty (30) calendar days before the termination date. In the event of such termination, CONSULTANT shall, as its sole and exclusive remedy, be entitled to receive compensation for all work satisfactorily completed and approved by the TOWN through the date of the written notice of termination. The TOWN shall not be required to make payment for any services that have not been performed or not previously approved by the TOWN. CONSULTANT agrees that in the event the AGREEMENT is terminated by the TOWN, for any reason, it is not entitled to any damages beyond the work satisfactorily performed and approved by the TOWN through the date of termination. CONSULTANT acknowledges it is not entitled to any other damages, including but not limited to expectation, incidental, or consequential damages associated with the termination.

4.2 The TOWN may terminate the AGREEMENT for default pursuant to Section 5. In the event CONSULTANT abandons or fails to perform the SERVICES or causes the AGREEMENT to be terminated by the TOWN for a default, CONSULTANT shall indemnify TOWN against its losses (monetary or otherwise) about the termination, including, but not limited to, the TOWN's reasonable administrative costs and legal fees incurred should the TOWN elect to procure and retain another consultant for the completion of the PROJECT.

SECTION 5. DEFAULT

5.1 An event of default shall mean the following:

- a.** CONSULTANT has not performed services on a timely basis;

- b.** CONSULTANT has refused or failed to supply properly skilled or qualified personnel for the services to be performed;
- c.** CONSULTANT has failed to obtain the approval of the TOWN where required by this AGREEMENT;
- d.** CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the SERVICES.
- e.** CONSULTANT disregards or violates applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- f.** CONSULTANT's material breach of this AGREEMENT; or
- g.** CONSULTANT is adjudged a bankrupt, or if CONSULTANT makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of this insolvency.

5.2 In the event CONSULTANT fails to comply with any provision of this AGREEMENT, the TOWN may, but is not obligated to, provide CONSULTANT with notice or an option to cure, declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT seven (7) calendar days to cure the default. If the CONSULTANT fails to cure any default, the CONSULTANT shall only be entitled to compensation for any services which have been completed to the satisfaction of the TOWN through the date of termination, minus any damages incurred by the TOWN. In the event payment has been made for any professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) calendar days after its receipt of written notice from the TOWN of the sums due. Nothing herein shall limit the TOWN's right to terminate for convenience or without cause at any time, with or without notice and option to cure, as set forth herein.

5.3 In the event of a default by the CONSULTANT, it shall be liable for all direct, incidental, or consequential damages the TOWN incurs as a result of the default.

5.4 The TOWN may take advantage of every remedy specifically existing at law or in equity. Every remedy shall be in addition to every other remedy specifically given or otherwise existing. It may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as outlined in this AGREEMENT are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. POLICY OF NON-DISCRIMINATION

CONSULTANT shall not discriminate against any person in its operations, activities, or delivery of services under this AGREEMENT. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and town equal employment laws and shall not engage in

or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as basis for service delivery.

SECTION 7. DRUG FREE WORKPLACE

CONSULTANT agrees that it currently maintains and shall continue to maintain a Drug Free Workplace.

SECTION 8. INDEPENDENT AGREEMENTOR

CONSULTANT is an independent CONTRACTOR under this AGREEMENT. The SERVICES provided by the CONSULTANT shall be performed by its direct employees, who are subject only to its supervision. CONSULTANT shall be responsible for the enforcement of its personnel policies, the payment of its employees or sub-consultants, if any, the payment of any applicable taxes, FICA, social security, health insurance, pension, or any other benefits for the CONSULTANT'S employees who render service under this AGREEMENT. Nothing contained herein shall create an employer-employee relationship between the TOWN and CONSULTANT.

SECTION 9. ASSIGNMENT

Neither this AGREEMENT, nor any of the SERVICES to be performed herein, shall be assigned, transferred, or otherwise delegated to others, including to any sub-consultants by CONSULTANT, without the prior written consent of the TOWN.

SECTION 10. CONFLICTS OF INTEREST

10.1 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this AGREEMENT.

SECTION 11. INSURANCE, INDEMNIFICATION/HOLD HARMLESS

The Consultant shall maintain the following insurance coverages in the amounts specified below during the term of the AGREEMENT and any extensions thereof:

11.1 Workers' compensation insurance for all employees of the CONSULTANT for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and their employees hired by CONSULTANT.

11.2 The CONSULTANT shall maintain a Commercial General Liability Policy ("CGL") on an Occurrence Form with the following limits:

\$1,000,000.00 Each occurrence (Bodily Injury and Property Damage)

\$1,000,000.00 Products/Completed Operations Aggregate

\$5,000,000.00 General Aggregate

\$1,000,000.00 Personal and Advertising Injury

\$500,000.00 Damage to Premises Rented to You

11.3 The CONSULTANT shall maintain non-owned Auto Liability Insurance (including coverages for hired or leased vehicles) with limits of \$1,000,000 each accident, combined single limit.

11.4 CONSULTANT shall maintain Professional Liability (Errors and Omissions) coverage for liabilities arising out of CONSULTANT's services under this AGREEMENT with limits of \$2,000,000 per occurrence and \$2,000,000 million in the aggregate.

11.5 The TOWN shall be included as an additional named insured under the CONSULTANT'S CGL policy, and a waiver of subrogation against the TOWN shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein shall be maintained during the term of the AGREEMENT, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days before the CONSULTANT'S submission of its bid documents, which demonstrates that the CONSULTANT maintains the required coverages, shall be submitted to the TOWN as a prerequisite to the execution of the AGREEMENT. All policies shall provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause: "Should any of the above-described policies be canceled before the expiration date thereof, notice of such cancellation will be delivered in accordance with the policy provisions." It shall be the responsibility of the CONSULTANT to ensure that all subcontractors are adequately insured or covered under their policies. The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the state of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

11.6 To the fullest extent provided by law, the CONSULTANT shall indemnify, defend and hold harmless TOWN, and any of its elected or appointed officials, agents, employees, and volunteers from and against any liability, suits, actions, whether in law or in equity, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases, death; or damage to, or the destruction of tangible property or loss of use resulting therefrom, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT, its officials, agents, or employees in the performance of the services of CONSULTANT under this AGREEMENT. This indemnification is separate and apart from, and in no way limited by, any insurance provided or required under this AGREEMENT or otherwise. CONSULTANT's indemnification obligations shall survive the termination of the AGREEMENT.

11.7 CONSULTANT acknowledges that, as part of this AGREEMENT, specific and separate consideration has been paid for this hold harmless and indemnification provision, and further agrees with the foregoing provision of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth herein.

11.8 CONSULTANT shall indemnify TOWN for all loss, damage, expense, or liability, including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret, or other proprietary right relating to services furnished pursuant to this AGREEMENT. CONSULTANT shall defend and/or settle at its own expense any action brought against the TOWN to the extent that is based on a claim that the services furnished to TOWN, or on behalf of the TOWN, by CONSULTANT pursuant to this AGREEMENT.

SECTION 12. COSTS AND ATTORNEY'S FEES

If either TOWN or CONSULTANT is required to enforce or interpret the terms of this AGREEMENT by legal action, the prevailing party shall be entitled to recover from the other party any such reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, including fees associated with mediation/arbitration, or a successful appeal.

SECTION 13. NOTICES

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered, or by email or facsimile transmission, addressed to the party for whom it is intended, and proof of receipt. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving notice.

FOR CONSULTANT:

Chris Dellago, RLA/ISA
Chris Wayne and Associates, Inc. 15683 97th Drive N
Jupiter, FL 33478
Phone: 561-746-4225

FOR TOWN:

Richard Reade, Town Manager
Town of Lake Park, 535 Park Avenue, Lake Park, FL. 33403
Tel. (561) 881-3304 Fax. (561) 881-3314
rreade@lakeparkflorida.gov

With Copy to:

Thomas J. Baird, Esquire, TOWN Attorney
c/o Town of Lake Park

**535 Park Avenue, Lake Park, FL 33403 Tel. (561) 650-8232
TBaird@JonesFoster.com**

SECTION 14. COMPLIANCE WITH LAWS

CONSULTANT shall fully obey and comply with all federal, state, county, and town laws, administrative regulations or rules, which are or shall become applicable to the services performed under the terms of this AGREEMENT.

SECTION 15. TRUTH-IN NEGOTIATIONS CERTIFICATE

The signature of this AGREEMENT by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this AGREEMENT are accurate, complete, and current at the time of AGREEMENT.

SECTION 16. WARRANTIES OF CONSULTANT

The CONSULTANT hereby warrants and represents that at all times during the term of this AGREEMENT and any extensions of time or amendments hereto, it shall maintain in good standing all required licenses, certifications, and permits required under federal, state, and local laws necessary to perform the services.

SECTION 17. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL

This AGREEMENT shall be construed in accordance with, and governed by, the laws of the state of Florida. Venue of any action to enforce this AGREEMENT shall be in Palm Beach County, Florida, or in the Southern District of Florida for any applicable federal actions. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATED TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS AGREEMENT. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS WAIVER SHALL APPLY TO THE AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS, OR MODIFICATIONS HERETO.

SECTION 18. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this AGREEMENT.

SECTION 19. SEVERABILITY

If any provision of this AGREEMENT or the application thereof to any person or situation shall, to any extent be held invalid or unenforceable, the remainder of this AGREEMENT, and the application of such provisions to persons or situations other than those as to which it shall have

been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and may be enforced to the fullest extent permitted by law.

SECTION 20. CONFLICT

In the event of a conflict between the terms of this AGREEMENT and any terms or conditions in any attached documents, the terms in this AGREEMENT shall prevail.

SECTION 21. SURVIVAL OF PROVISIONS

Any terms or conditions of this AGREEMENT that require acts beyond the date of its termination shall survive the termination of this AGREEMENT, shall remain in full force and effect unless and until the terms and conditions are completed, and shall be fully enforced by either party. If any portion or provision of this AGREEMENT is deemed illegal or unenforceable by a court of competent jurisdiction, the remaining provisions or portions remain in full force and effect.

SECTION 22. ENTIRE AGREEMENT

This AGREEMENT and its attachments constitute the entire AGREEMENT between CONSULTANT and TOWN, and all verbal agreements, negotiations, or understandings between the parties are merged herein.

SECTION 23. PUBLIC RECORDS

The CONSULTANT is required to:

23.1 Keep and maintain public records required by the TOWN to perform the service.

23.2 Upon the request of the TOWN's custodian of public records, the CONSULTANT shall provide the TOWN with its work product records, which shall be considered public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.

23.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this AGREEMENT, and following completion of this AGREEMENT if the CONSULTANT does not transfer the records which are part of this AGREEMENT to the TOWN.

23.4 Upon the completion of the term of the AGREEMENT, transfer, at no cost, to the TOWN all public records in possession of the CONSULTANT; or keep and maintain the public records associated with the services provided for in the AGREEMENT. If the CONSULTANT transfers all public records to the TOWN upon completion of the term of the AGREEMENT, the CONSULTANT shall destroy any duplicate public records that are exempt from public records disclosure. If the CONSULTANT keeps and maintains public records upon completion of the term of the AGREEMENT, the CONSULTANT shall meet all applicable requirements about the

retention of public records. All records stored electronically shall be provided to the TOWN, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

23.5 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

SECTION 24. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this AGREEMENT shall not be construed as a waiver of any future or continuing similar or dissimilar failure. The failure to notify CONSULTANT or terminate the AGREEMENT by the TOWN for any breach or default of CONSULTANT does not waive the TOWN's ability to declare a default or terminate the AGREEMENT at any time.

SECTION 25. AMENDMENTS

The parties contemplate that the CONSULTANT may perform additional services. The additional services shall be outlined in a written amendment to this AGREEMENT, which shall include the additional services to be provided and the terms of the compensation for these services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the respective dates under each signature:

DATED this ___ day of _____ 2026.

TOWN OF LAKE PARK, FLORIDA

ATTEST:

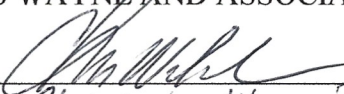
VIVIAN MENDEZ, TOWN CLERK

BY: _____
ROGER D. MICHAUD, MAYOR

Approved as to form and legal sufficiency:

BY: _____
THOMAS J. BAIRD, TOWN ATTORNEY

CHRIS WAYNE AND ASSOCIATES, INC.

BY: 

Name: Christopher Wayne Dellago

Title: President, CEO

EXHIBIT 1

SCOPE OF SERVICES BERT BOSTROM PARK

The CONSULTANT shall provide specialized landscape maintenance services for Bert Bostrom Park in accordance with Request for Qualifications No. 116-2025 and the Agreement. The SERVICES shall include all labor, supervision, materials, equipment, tools, transportation, incidentals, and expertise necessary to maintain Bert Bostrom Park in a safe, attractive, healthy, and professionally maintained condition.

A. General Scope

The SERVICES for Bert Bostrom Park shall include the maintenance of Bimini Bermuda turf and ornamental landscaping within the park, together with related irrigation inspection, litter removal, reporting, and specialty turf care necessary to preserve the intended appearance and performance of the park landscape areas.

B. Routine Landscape Maintenance

The CONSULTANT shall provide regularly scheduled landscape maintenance services for Bert Bostrom Park, including, but not limited to, the following:

1. Weekly or as-needed litter and debris removal throughout the site, together with required National Pollutant Discharge Elimination System documentation and related reporting.
2. Turf mowing, edging, and string trimming for the Bimini Bermuda turf areas, to be performed on a routine basis consistent with seasonal growing conditions and best management practices for specialty turf care.
3. Post-mowing irrigation system inspection following mowing activities to verify that the irrigation system is functioning properly and to identify damaged heads, leaks, coverage deficiencies, controller issues, or other operational concerns.
4. Ornamental hedge pruning and planting bed maintenance, including trimming, shaping, cleaning, weeding, and general upkeep of planted areas.
5. Fertilization of turf, ornamentals, and palms in accordance with applicable standards, seasonal requirements, and best management practices.
6. Mulching and seasonal planting rotations, as authorized by the TOWN.
7. Tree and palm pruning services, including routine maintenance for trees and palms under and over twenty-five feet, as required.
8. Whitefly treatment and management for affected plant materials, including systemic and foliar applications, when required.

C. Specialized Bimini Bermuda Turf Maintenance

Because Bert Bostrom Park includes Bimini Bermuda turf, the CONSULTANT shall provide specialty turf maintenance services appropriate for that turf type, including, but not limited to, the following:

1. Precision mowing using methods and equipment appropriate for Bimini Bermuda turf, with care taken to maintain proper turf height and avoid scalping.
2. Fertilization applications as necessary to support healthy turf growth and color.
3. Core aeration to relieve compaction and promote turf health.
4. Dethatching as needed to remove excessive thatch buildup.
5. Topdressing, including sand application when authorized by the TOWN, to improve turf smoothness and performance.
6. Irrigation monitoring and turf watering oversight consistent with seasonal demand and turf health.
7. Monthly or as-needed weed control treatment, including spot treatment and the use of pre-emergent and post-emergent applications, as appropriate.
8. Routine disease and pest monitoring, including visual inspections and recommended treatment response when conditions warrant.
9. Overseeding, if specifically requested and approved by the TOWN as an optional service.

D. Irrigation System Management

The CONSULTANT shall provide irrigation system management services associated with Bert Bostrom Park, including:

1. Routine inspection of the irrigation system following mowing and maintenance activities.
2. Monitoring of controllers, valves, heads, coverage, pressure, and general system condition.
3. Coordination with the TOWN regarding any recommended repairs, replacements, or adjustments to irrigation components or infrastructure.
4. Prompt reporting to the TOWN of damaged, malfunctioning, leaking, or inoperable irrigation equipment.

E. Emergency Support Services

Upon the TOWN's request, the CONSULTANT shall be available to provide emergency support services before, during, and after declared emergencies, including hurricanes, flooding, and other natural disasters. Such services may include vegetative and debris removal, emergency response crews, and related support, subject to activation by the TOWN and compensation as provided in the Agreement or any approved amendment.

F. As-Needed Services

The CONSULTANT may also be requested to perform additional as-needed services, subject to prior written approval by the TOWN, including:

1. Landscape enhancement recommendations.
2. Plant replacement and replanting.
3. Layout adjustments and planting improvements.
4. Additional services beyond routine maintenance.

No additional services shall be performed without prior written authorization from the TOWN.

G. Reporting and Communication

The CONSULTANT shall provide all required documentation associated with the SERVICES, including:

1. Monthly invoices tied to documented task completion.
2. National Pollutant Discharge Elimination System compliance logs, when applicable.
3. Quantification of litter removed, if required by the TOWN.
4. Photographic documentation of specialty treatments, including whitefly treatments and other significant maintenance activities, when requested.
5. Timely communication with the TOWN regarding site conditions, irrigation deficiencies, safety issues, and recommended corrective actions.

H. Performance Standard

The CONSULTANT shall perform all SERVICES in a professional, timely, and workmanlike manner, consistent with the standards of care ordinarily exercised by firms providing similar specialized landscape maintenance services in South Florida. The CONSULTANT shall maintain Bert Bostrom Park in a neat, healthy, safe, and visually appealing condition at all times, subject to seasonal conditions, authorized scope, and budgeted services.

EXHIBIT 2

COMPENSATION SCHEDULE BERT BOSTROM PARK

The TOWN shall pay the CONSULTANT for the SERVICES associated with Bert Bostrom Park in accordance with the following compensation schedule:

Bimini Bermuda Grass, Suggested Turf Care Schedule and Cost Proposal

Maintenance Task: Mowing

Frequency: 1–2 times per week during growing season

Best Practices: Height: 0.5 to 1.5 inches; use a reel mower for precision; avoid scalping.

Proposed Cost: \$26,600.00

Maintenance Task: Fertilization

Frequency: 4–6 times per year

Best Practices: Apply nitrogen-rich fertilizer, use slow-release where possible

Proposed Cost: \$5,000.00

Maintenance Task: Aeration

Frequency: 1–2 times per year

Best Practices: Core aeration in early spring and mid-summer to relieve compaction

Proposed Cost: \$2,000.00

Maintenance Task: Dethatching

Frequency: 1 time per year

Best Practices: Conduct in late spring or early summer, as needed

Proposed Cost: \$4,000.00

Maintenance Task: Topdressing, sand application

Frequency: 1 time per year

Best Practices: Helps smooth the surface, especially after aeration

Proposed Cost: \$12,000.00

Maintenance Task: Irrigation

Frequency: 3–4 times per week during dry periods

Best Practices: One inch total water per week, water early morning to avoid disease

Proposed Cost: \$1,200.00

Maintenance Task: Weed Control

Frequency: Monthly spot treatment

Best Practices: Use pre-emergents in spring and post-emergents as needed

Proposed Cost: \$3,000.00

Maintenance Task: Disease and Pest Monitoring

Frequency: Biweekly visual inspections

Best Practices: Check for spring dead spot, dollar spot, and insect infestations

Proposed Cost: \$3,000.00

Maintenance Task: Overseeding

Frequency: Fall, if applicable

Best Practices: Not standard, but may be needed in high-traffic areas

Proposed Cost: \$2,000.00

Total Annual Compensation: **\$58,800.00**

Monthly Compensation: **\$4,900.00**

The compensation set forth herein shall be the total amount payable by the TOWN to the CONSULTANT for the SERVICES described in the Agreement for Bert Bostrom Park, unless otherwise amended in writing and approved by the Town Commission. The TOWN shall not be obligated to pay any additional compensation except as expressly authorized by a written amendment to the Agreement.