

INDEPENDENT CONTRACTOR AGREEMENT

THIS IS AN AGREEMENT, made this ____ day of _____, 2025, by and between:

THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes, with a business address of 20 N. Swinton Avenue, Delray Beach, Florida 33444, hereinafter referred to as "CRA"

and

SUNFLOWER LANDSCAPING AND MAINTENANCE, INC., a Florida corporation, with an address of 15200 State Road 7, Delray Beach, FL 33446, hereinafter referred to as "CONTRACTOR".

CRA and CONTRACTOR may hereinafter collectively be referred to as the "PARTIES".

W I T N E S S E T H:

WHEREAS, the CRA requires a landscaping maintenance company for installation and maintenance of the CRA's landscaping ("Services"); and

WHEREAS, the CONTRACTOR possesses specific skills, expertise, experience and knowledge necessary to provide the CRA with the Services; and

WHEREAS, the CRA deems it to be in the best interest of the CRA to enter into this Agreement with the CONTRACTOR for the Services.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the CRA and CONTRACTOR as follows:

1. Services; Responsibilities, and Time for Performance. CONTRACTOR agrees to provide the Services, as more particularly described in the "Scope of Services," which is attached to this Agreement as **Exhibit "A"** and incorporated herein by reference.
 - 1.1 CONTRACTOR shall furnish all services and labor necessary and as may be required in the performance of this Agreement. The CONTRACTOR shall perform all of its obligations pursuant to this Agreement in a professional and timely manner.
 - 1.2 CONTRACTOR hereby represents to the CRA, with full knowledge that the CRA is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the Services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2. Compensation and Method of Payment.

2.1 CONTRACTOR has agreed to provide the Scope of Services to the CRA for a sum **not to exceed Fifty Four Thousand Six Hundred Ninety Seven and 50/100 Dollars (\$54,697.50)**, the "Contract Price", for the Term of this Agreement, as provided in the Scope of Services attached hereto as Exhibit "A". The CRA shall pay CONTRACTOR within thirty (30) days of receipt of an invoice documenting the services provided by CONTRACTOR pursuant to this Agreement, and the completion to the sole and absolute discretion of the CRA.

2.2 The CRA shall not be responsible for any additional costs, fees, or expenses unless the CRA executes a written amendment to this Agreement that provides for any consideration to be paid by the CRA.

3. Term and Termination. This Agreement shall take effect as of the full execution of this Agreement by both Parties and shall terminate once the Scope of Services is completed to the satisfaction of the CRA, unless sooner terminated as provided herein ("Term").

3.1 This Agreement may be terminated by the CRA for convenience, upon fourteen (14) days written notice by the CRA to CONTRACTOR. Upon termination by the CRA, CONTRACTOR shall cease all work performed hereunder and CRA shall pay to CONTRACTOR any earned and unpaid portion of compensation due to CONTRACTOR. Upon payment of any compensation due CONTRACTOR, all documents, drawings, programs, databases, and work products developed or produced under this Agreement shall be furnished to the CRA upon termination. If the CONTRACTOR wishes to terminate this Agreement, the CONTRACTOR shall provide no less than thirty (30) days written notice.

4. Indemnification and Insurance. CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the CRA Executive Director's option, defend or pay for an attorney selected by the CRA Executive Director to defend the CRA, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the CRA by reason of any such claim, cause of action, or demand, CONTRACTOR shall, upon written notice from CRA, resist and defend such lawsuit or proceeding by counsel satisfactory to the CRA or, at CRA's option, pay for an attorney selected by the CRA Executive Director to defend the CRA. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

- 4.1 Prior to commencement of the work by CONTRACTOR under this Agreement, CONTRACTOR shall obtain professional liability insurance in the amount as required by the CRA, if applicable. The CONTRACTOR shall provide the CRA with a certificate of insurance indicating the required coverages and naming the CRA as an additional insured.
5. Independent Contractor. This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CRA's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder. The CONTRACTOR agrees that it is a separate and independent enterprise from the CRA, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CRA and the CRA will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.
6. Assignments; Amendments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CRA. However, this Agreement shall run to the CRA and its successors and assigns.
7. The CRA's Executive Director may further approve and amend the Original Agreement by executing a written agreement signed by both parties.
8. The CONTRACTOR warrants that its services are to be performed within the limits prescribed by the CRA with the usual thoroughness and competence of its trade.
9. Attorney's Fees. In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and paralegal fees at both the trial and appellate levels, to the extent permitted by law.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.
11. Venue. Venue for litigation concerning this Agreement shall be in Palm Beach County, Florida.
12. Severability. If any portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this

Agreement shall be construed and enforced as if such provisions had not been included.

13. Notices. All notices, demands, requests for approvals or other communications given by either party to another shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested or by overnight courier service, or by hand delivery to the office for each party indicated below and addressed as follows:

For CRA: Renée A. Jadusingh, Esq., Executive Director
Delray Beach Community Redevelopment Agency
20 N. Swinton Avenue
Delray Beach, FL 33444
Telephone No. (561) 276-8640
Facsimile No. (561) 276-8558

For CONTRACTOR: William Fash, Director
Sunflower Landscaping and Maintenance, Inc.
15200 State Road 7
Delray Beach, FL 33446

Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the third (3rd) business day after mailing. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Section. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

14. Public Records. CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, CONTRACTOR shall:

- 14.1 Keep and maintain public records required by the CRA to perform the service.
- 14.2 Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 14.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CRA.
- 14.4 Upon completion of this Agreement, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the CRA upon completion of

the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CHRISTINE TIBBS
561-276-8640
TIBBSC@MYDELRAYBEACH.COM
20 NORTH SWINTON AVENUE
DELRAY BEACH, FLORIDA 33444**

The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

15. Ownership. All accepted final work product provided pursuant to this Agreement and the Scope of Services will be the property of the CRA.
16. Certification and Scrutinized Company Requirements. The CRA shall have the option to terminate this Agreement if CONTRACTOR:
 - 16.1 Is found to have submitted a false certification as provided under section 287.135 (5) Florida Statutes;
 - 16.2 Has been placed on the Scrutinized Companies that Boycott Israel List;
 - 16.3 Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
 - 16.4 Has been engaged in business operations in Cuba or Syria.
17. Patriot Act Requirements. Each party shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administrated by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, or any other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering, if applicable, with respect to this Agreement.

Each party represents and warrants to the other party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Agreement.

18. Default. In the event the CONTRACTOR fails to comply with the provisions of this Agreement, the CRA may declare the CONTRACTOR in default and notify it in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed five (5) calendar days unless otherwise agreed to by the Parties. In such event, the CONTRACTOR shall only be compensated for any services completed as of the date written notice of default is served. Furthermore, the amount of compensation to the CONTRACTOR in the event of default, shall be determined by deducting any additional costs, charges and/or damages incurred by the CRA due to the CONTRACTOR'S default.
19. Acceptance of Agreement. Execution of this Agreement by both Parties signifies agreement with all the terms and conditions and serves as a notice to proceed.
20. To the extent there is any conflict between the terms and conditions of this Agreement and any Exhibit to the Agreement, the terms of this Agreement shall control.

(This Space is Intentionally Blank; Signature Page to Follow)

IN WITNESS WHEREOF, the CRA, and CONTRACTOR. have hereunto set its hand the day and year above written.

ATTEST:

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

Thomas J. Carney, Jr.
CRA Board Chair

APPROVED AS TO FORM:

CRA General Counsel

ATTEST:

Sunflower Landscaping and Maintenance,
Inc., a Florida corporation

Print Name: _____
Title: _____

By: _____
William Fash, Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by William Fash, as Director of Sunflower Landscaping and Maintenance, Inc.. He/She is personally known to me or has produced _____ (type of identification) as identification

Notary Public – State of Florida

EXHIBIT “A”

SCOPE OF SERVICES

**CONTRACTOR to provide landscaping services in conformity
with the Landscape Plans.**

NW 2nd STREET

50' TOTAL RIGHT-OF-WAY

±24' ASPHALT
PVMT.

25.00'

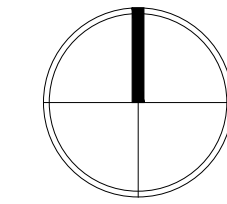
20.00'

S01°32'10"E 153.00'

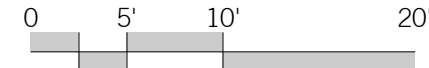
NW 5th AVENUE

40' TOTAL RIGHT-OF-WAY

±20' ASPHALT
PVMT.



SCALE: 1"=10'-0"



PLANT LIST

| KEY | QTY | PLANT AND SPECIFICATION |
|--------------|-----|--|
| TREES | | |
| N ** CO | 1 | Chrysophyllum oliviforme (Satin Leaf) 12' ht., 5' spr., 4' c.t., standard, matched |
| N ** CW | 2 | Conelia winterana (Cinnamon Bark Tree) 10'-12' ht., 5' spr., 4' c.t., standard, matched |
| ** TA | 1 | Tabebuia argentea (Yellow Tabebuia) 12' ht., 5' spr., 4' c.t., standard |
| N TR2 | 2 | Thrinax radiata (Double Thatch Palm) 10' o.a. ht., 5' c.t. double |
| AD | 2 | Adonidia spp. (Adonidia Palm) 12'-14' o.a. ht., double, matched |

SHRUBS & GROUNDCOVERS

| | | |
|----------|-----|--|
| ALP | 5 | Alpinia zerumbet 'Variegatum' (Variegated Ginger) 36" ht., 36" spr., 7 gal., full clump |
| ** ARA | 100 | Arachis glabrata (Perennial Peanut) 8" ht., 8" spr., 12" o.c., full |
| N ** CHR | 180 | Chrysobalanus icaco (Cocoplum Hedge) 20" ht., 20" spr., 24" o.c., 3 gal., full |
| ** CYC | 2 | Cycas revoluta (King Sago Palm) 30" o.a., 15 gal. min., matched, full |
| ** FGI | 167 | Ficus microcarpa 'Green Island' 14" ht., 14" spr., 18" o.c., 3 gal., full |
| N ** HAM | 19 | Hamelia patens 'Calusa' (Dwarf Calusa Firebush) 20" ht., 20" spr., 24" o.c., 3 gal., full |
| N ** IVS | 52 | Ilex vomitoria 'Nana' (Yaupon Holly) 14" ht., 14" spr., 18" o.c., 3 gal., full |
| ** IXN | 14 | Ixora 'Nora Grant' (Nora Grant Ixora) 20" ht., 20" spr., 24" o.c., 3 gal., full |
| N ** LAN | 20 | Lantana camara (Yellow Lantana) 12" ht., 18" spr., 1 gal., full clump |
| N ** MF | 2 | Myrciathus fragrans (Simpson's Stopper) 6'-10' ht., 4' spr., 4' c.t. multi-trunked, matched |
| N ** MUH | 24 | Muhlenbergia capillaris (Muhly Grass) 20" ht., 20" spr., 3" o.c., 3 gal., full |
| POD1 | 88 | Podocarpus macrophyllus (Podocarpus Hedge) 3' ht., 24" spr., 24" o.c., 7 gal., full |
| POD2 | 52 | Podocarpus macrophyllus (Podocarpus Hedge) 5' ht., 24" spr., 24" o.c., 15 gal., full |
| PRC | 14 | Philodendron 'Raja Congo' (Raja Congo Philodendron) 30" o.a., 7 gal., full |
| N ** SER | 4 | Serenoa repens 'Cinerea' (Silver Saw Palmetto) 36" o.a., full |
| ** STR | 2 | Strelitzia nicotai (Orange Bird of Paradise) 36" o.a., 15 gal., full clump, matched |
| TUL | 92 | Tulbaghia violacea (Society Garlic) 12" ht., 12" spr., 12" o.c. 1 gal., full |
| N ** ZAM | 29 | Zamia integrifolia floridana (Florida Coontie) 20" ht., 20" spr., 7 gal., full |

| | | |
|--------------|------------|--|
| SOD | 1,340 S.F. | St. Augustine 'Palmetto' Contractor to determine quantity. |
| MULCH | | 3" of Non-Cypress Mulch, Dark Brown Contractor to determine quantity. |
| METAL EDGING | 454 L.F. | 8" Height. |
| WEED BARRIER | 1,940 S.F. | Foundation planting around building. |

** FLORIDA-FRIENDLY SPECIES
N DENOTES NATIVE SPECIES

NOTE: LANDSCAPE CONTRACTOR TO SUBMIT LANDSCAPE SUBMITTAL
WITH PHOTOS OF PROPOSED BID ITEMS FOR REVIEW TO LANDSCAPE
ARCHITECT FOR APPROVAL.

CITY OF DELRAY BEACH STANDARD REQUIREMENTS

All plant material shall be grade #1 or better.

Mulch shall be applied to a minimum depth of three (3)
inches in all planting beds.

All prohibited plant species shall be eradicated from site.

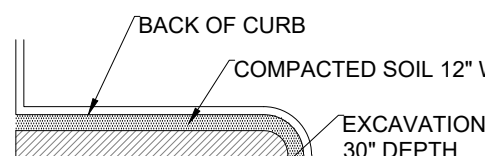
All landscape areas shall be provided with an irrigation
system, automatically operated, to provide complete
coverage to all plant materials and grass to be maintained.
System shall be equipped with proper pressure release
valves / backflow system and a rain sensor / automatic
cutoff.

Sod and irrigation shall be provided within the unpaved
portion of the right-of-way adjacent to the Property Line.

Reinforced concrete curbing at least six (6) inches in
height shall be provided around all landscape islands and
as a separator between all landscape areas that are
adjacent to vehicular use areas unless such curbing will
interfere with drainage.

No trees or shrubs shall be planted in Water, Sewer or
Drainage Easements.

Existing native soil within all landscape islands, interior
landscape strips and perimeter strips, adjacent to vehicular
use areas, shall be excavated down to a depth of thirty
(30) inches below existing grade, except for a 12" buffer
from the inside of the curb or pavement (see diagram
below). A suitable planting soil mixture of 50/50
(sand/topsoil) shall either be backfilled in place of the
native soil or efficiently mixed with the native soil to
create an optimum environment for successful root
development. If native soil is to be mixed, it shall first be
screened to remove rocks and debris larger than 1/2" dia.
prior to mixing. All properties under this section shall be
required to have an open landscape bed inspection prior to
backfilling to insure the thirty (30) inch depth has been met.



LANDSCAPE ISLAND

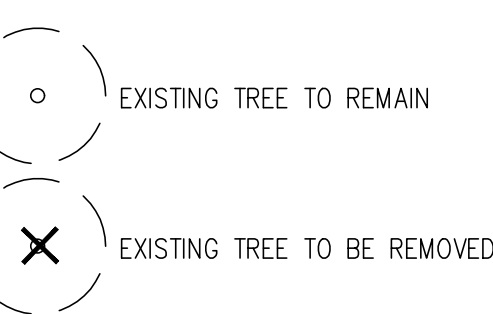
TREES AFFECTED BY CONSTRUCTION

| NAME | REMOVE QTY. | NOTES |
|-------------|----------------|------------------------|
| ARECA PALMS | 2 | NO MITIGATION REQUIRED |

EXISTING TREE KEY

| KEY | NAME |
|-----|-------------------|
| BS | GUMBO LIMBO |
| CES | SILVER BUTTONWOOD |
| JL | JATROPHA |
| LI | CRAPE MYRTLE |
| LJ | LIGUSTRUM |
| MF | SIMPSON'S STOPPER |
| PE | ALEXANDER PALM |
| QV | LIVE OAK |
| SP | SABAL PALM |

TREE LEGEND



NOTES

VEGETATION CLEAN UP:

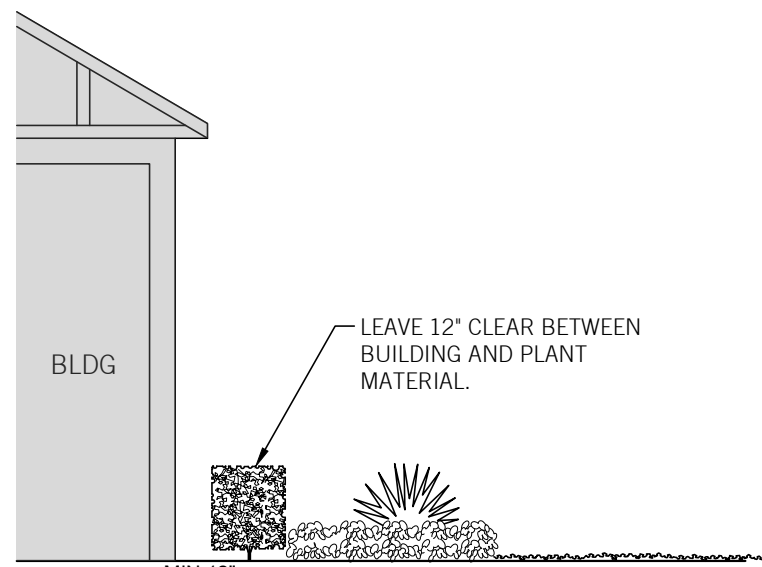
Two areca palms to be removed as they were not planted in the right place
and create areas to hide. One is too close to the foundation and could
create issues with the structure. Selective shrubbery to be removed per notes
on plan and as per new planting in its place. Any discrepancies or clarification
to be brought to the attention of the Landscape Architect.

TREE AND PALM TRIMMING:

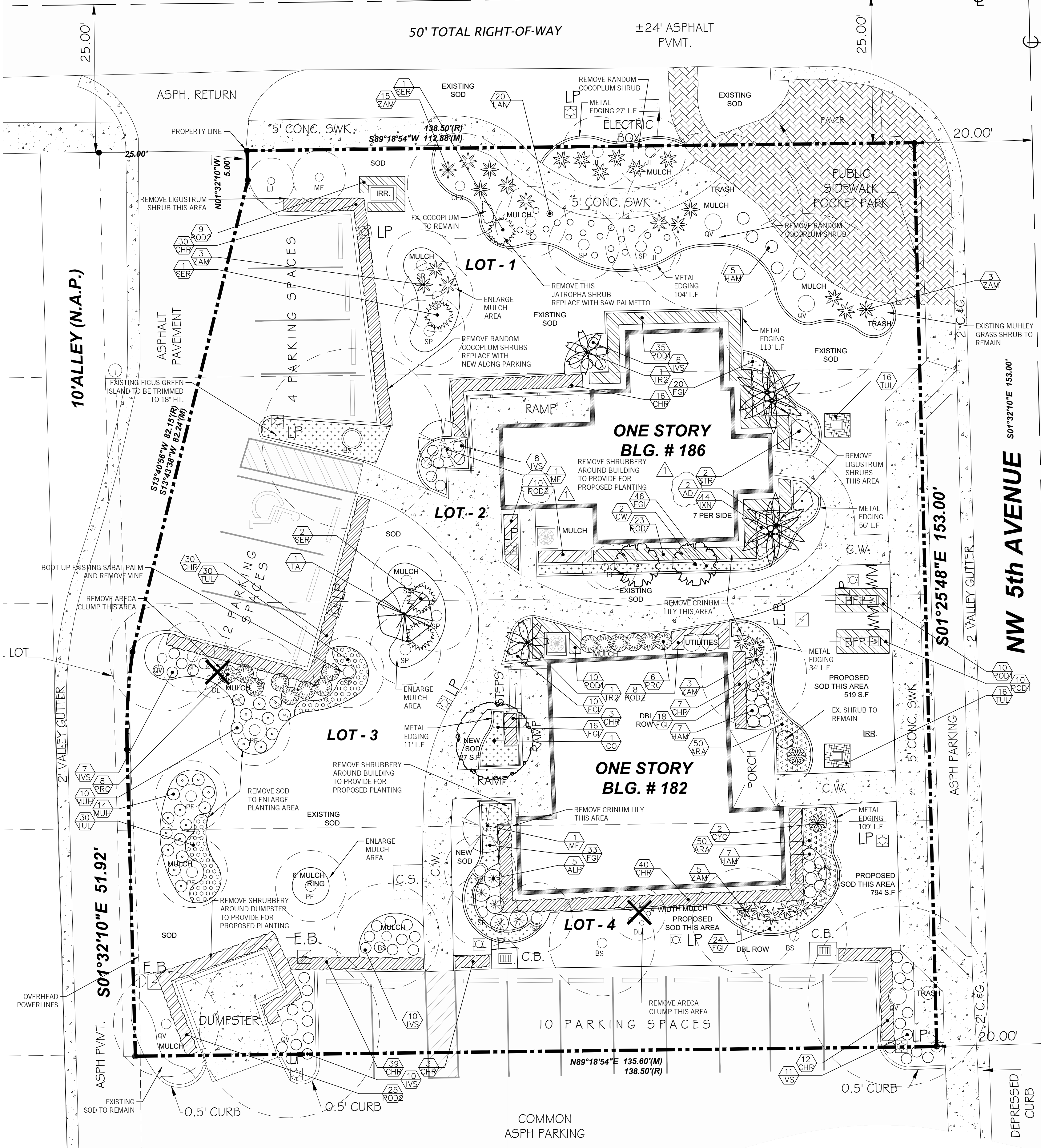
All existing trees and palms to be cleaned up and selectively pruned by a
certified arborist. Prior to pruning, arborist and contractor to have
pre-construction meeting with the Landscape Architect to review approach and
procedures.

IRRIGATION NOTES

Irrigation plan to be provided at permit submission. System to provide
100% coverage to all plants using approved water source.



PLANTING DETAIL



CALL 48 HOURS BEFORE YOU DIG.

IT'S THE LAW
1-800-432-4770

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

PROJECT

182-186 NW 2ND STREET
DELRAY BEACH, FL

TITLE

TREE DISPOSITION AND
LANDSCAPE PLAN

PROJ. NO.

FILE NAME

BB DRAWN

10-9-24 DATE

11-14-24 REV.

12-05-24

SHEET

LP-1
OF

2



SUNFLOWER LANDSCAPING AND MAINTENANCE

15200 STATE ROAD #7

DELRAY BEACH, FL 33446

561-498-7145-FAX: 561-495-1746

PROPOSAL SUBMITTED TO:

Delray Beach CRA

PLAN DATE:

10/9/2024

DATE:

11/18/24

REVISED:

ATTN:

Debbie Watson

JOB NAME:

182-186 NW 2ND STREET

CITY, STATE, ZIP CODE:

Delray Beach, Florida 33444

CITY, STATE, ZIP CODE:

Delray Beach, Florida 33444

Landscape Proposal prepared according to plans prepared by AGTLAND

Dated 10/9/24

Landscape Installation

\$ 46,992.50

Removals (Disposal Included)

\$ 2,500.00

Tree Pruning by Licensed Arborist

\$ 5,205.00

TOTAL

\$ 54,697.50

Irrigation work TBD

See attached list for breakdown (see notes)

We propose hereby to furnish material and labor - complete in accordance with the above specification, for the sum of:

Dollars

\$ 54,697.50

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized

Signature

Date

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL - The above prices,

specifications and conditions are satisfactory and are hereby

Payment will be made as outlined above.

Signature:

Signature:

Date of Acceptance:



182-186 NW 2ND STREET

LANDSCAPE PROPOSAL

DELRAY BEACH, FL

| Qty (LIST) | Qty (PLAN) | Plant material | Specification | Price | | Total |
|---------------|---------------|--|--------------------------------|-------|----------|-------------|
| 1 | 1 | Chrysophyllum oliviforme <i>Satin Leaf</i> | 12' HT, 5' SPR, 4' CT | \$ | 825.00 | \$ 825.00 |
| 2 | 2 | Canella winterana - <i>Cinnamon Bark Tree</i> | 10-12' HT, 5' SPR, 4' CT | \$ | 1,650.00 | \$ 3,300.00 |
| 1 | 1 | Tabebuia argentea - <i>Yellow Tabebuia</i> | 12' HT, 5' SPR, 4' CT | \$ | 825.00 | \$ 825.00 |
| 2 | 2 | Thrinax radiata - <i>Double Thatch Palm</i> | 10' OA HT, 5' CT, DOUBLE | \$ | 1,500.00 | \$ 3,000.00 |
| 2 | 2 | Adonidia spp. - <i>Double Adonidia Palm</i> | 12-14' OA HT, DOUBLE | \$ | 720.00 | \$ 1,440.00 |
| 5 | 5 | Alpinia zerumbet 'Variegata' - <i>Variegated Ginger</i> | 7 GAL, 36" HT, 36" SPR | \$ | 60.00 | \$ 300.00 |
| 100 | 100 | Arachis glabrata - <i>Perennial Peanut</i> | 8" HT, 8" SPR, 12" OC | \$ | 6.00 | \$ 600.00 |
| 180 | 180 | Chrysobalanus icaco - <i>Cocoplum Hedge</i> | 3 GAL, 20" HT, 20" SPR, 24" OC | \$ | 12.00 | \$ 2,160.00 |
| 2 | 2 | Cycas revoluta - <i>King Sago Palm</i> | 15 GAL, 30" OA | \$ | 225.00 | \$ 450.00 |
| 167 | 167 | Ficus microcarpa - <i>Green Island Ficus</i> | 3 GAL, 14" HT, 14" SPR, 18" OC | \$ | 12.00 | \$ 2,004.00 |
| 19 | 19 | Hamelia patens 'Calusa' - <i>Dwarf Calusa Fire Bush</i> | 3 GAL, 20" HT, 20" SPR, 24" OC | \$ | 16.50 | \$ 313.50 |
| 52 | 52 | Ilex vomitoria 'Nana' - <i>Yaupon Holly</i> | 3 GAL, 14" HT, 14" SPR, 18" OC | \$ | 15.00 | \$ 780.00 |
| 14 | 14 | Ixora 'Nora-Grant' - <i>Ixora Nora Grant</i> | 3 GAL, 20" HT, 20" SPR, 24" OC | \$ | 15.00 | \$ 210.00 |
| 20 | 20 | Lantana camara - <i>Yellow Lantana</i> | 1 GAL, 12" HT, 18" SPR | \$ | 9.00 | \$ 180.00 |
| 2 | 2 | Myrcianthes fragrans - <i>Simpson Stopper</i> | 8-10' HT, 4' SPR, 4' CT, MULTI | \$ | 825.00 | \$ 1,650.00 |
| 24 | 24 | Muhlenbergia capillaris - <i>Muhly Grass</i> | 3 GAL, 20" HT, 20" SPR, 24" OC | \$ | 12.00 | \$ 288.00 |
| 88 | 88 | Podocarpus macrophyllus - <i>Podocarpus Hedge</i> | 7 GAL, 3' HT, 24" SPR, 24" OC | \$ | 66.00 | \$ 5,808.00 |
| 52 | 52 | Podocarpus macrophyllus - <i>Podocarpus Hedge</i> | 15 GAL, 5' HT, 24" SPR, 24" OC | \$ | 120.00 | \$ 6,240.00 |
| 14 | 14 | Philodendron 'Rojo Congo' - <i>Rojo Congo Philodendron</i> | 7 GAL, 30" OA | \$ | 75.00 | \$ 1,050.00 |
| 4 | 4 | Serenoa repens 'Cinerea' - <i>Silver Saw Palmetto</i> | 36" OA | \$ | 750.00 | \$ 3,000.00 |
| 2 | 2 | Strelitzia reginea - <i>Orange Bird of Paradise</i> | 15 GAL, 36" OA | \$ | 225.00 | \$ 450.00 |
| 92 | 92 | Tulbaghia violacea - <i>Society Garlic</i> | 1 GAL, 12" HT, 12" SPR, 12" OC | \$ | 9.00 | \$ 828.00 |



182-186 NW 2ND STREET
LANDSCAPE PROPOSAL
DELRAY BEACH, FL

| Qty (LIST) | Qty (PLAN) | Plant material | Specification | Price | | Total |
|------------------|---------------|---|------------------------|-----------|-------|--------------|
| 29 | 29 | Zamia integrifolia floridana - Florida Coontie | 7 GAL, 20" HT, 20" SPR | \$ | 75.00 | \$ 2,175.00 |
| | | | | Sub-Total | | \$ 37,876.50 |
| Additional Items | | | | | | |
| | 350 | Mulch - Cypress | Bag | \$ | 5.00 | \$ 1,750.00 |
| | 454 | Metal Edging - Black | L.F. | \$ | 9.00 | \$ 4,086.00 |
| | 1940 | Weed Fabric | S.F. | \$ | 1.00 | \$ 1,940.00 |
| | 1340 | St. Augustine 'Floritam Sod' | S.F. | \$ | 1.00 | \$ 1,340.00 |
| | | | | Sub-Total | | \$ 9,116.00 |
| | | | | Total | | \$ 46,992.50 |



182-186 NW 2ND STREET
REMOVALS PROPOSAL
DELRAY BEACH, FL

| Qty | (LIST) | Plant material | Specification | Price | | Total |
|-----|--------|---|-----------------|--------------|--------|--------------------|
| 1 | | Remove Ligustrum Shrub (N.W. Corner) | Remove | \$ | 75.00 | \$ 75.00 |
| 1 | | Remove Ligustrum Shrub (Behind BLG. 186) | Remove | \$ | 75.00 | \$ 75.00 |
| 1 | | Remove Cocoplum Shrub (North Side) | Remove | \$ | 75.00 | \$ 75.00 |
| 1 | | Remove Cocoplum Shrub (N.E. Corner) | Remove | \$ | 75.00 | \$ 75.00 |
| 1 | | Remove Cocoplum Shrub (Next to Parking) | Remove | \$ | 75.00 | \$ 75.00 |
| 1 | | Remove Jatropha Shrub | Remove | \$ | 50.00 | \$ 50.00 |
| 1 | | Remove Areca Clump (Next to Parking) | Remove | \$ | 150.00 | \$ 150.00 |
| 1 | | Remove Areca Clump (Next to BLG 182) | Remove | \$ | 300.00 | \$ 300.00 |
| 1 | | Remove Shrubbery (Next to BLG 186) | Remove | \$ | 100.00 | \$ 100.00 |
| 1 | | Remove Shrubbery (Next to BLG 182) | Remove | \$ | 100.00 | \$ 100.00 |
| 1 | | Remove Shrubbery (Next to Dumpster) | Remove | \$ | 150.00 | \$ 150.00 |
| 1 | | Remove Vine (Next to Parking) | Remove | \$ | 75.00 | \$ 75.00 |
| 1 | | Sod | Remove and Prep | \$ | 900.00 | \$ 900.00 |
| 1 | | Remove Crinum Lily (N.E. Side of BLG 182) | Remove | \$ | 150.00 | \$ 150.00 |
| 1 | | Remove Crinum Lily (S.W. Side of BLG 182) | Remove | \$ | 150.00 | \$ 150.00 |
| | | | | Total | | \$ 2,500.00 |



182-186 NW 2ND STREET
TREE PRUNING PROPOSAL
DELRAY BEACH, FL

| Qty | (LIST) | Plant material | Specification | Price | | Total |
|-----|--------|----------------------|--------------------------------|--------------|----------|--------------------|
| 1 | | Alexander Palm TD | Maintenace Prune/ Seedpods | \$ | 75.00 | \$ 75.00 |
| 1 | | Gumbo Limbo TD | Crown thin/ Reduce | \$ | 815.00 | \$ 815.00 |
| 1 | | Crepe Myrtle TD | Crown/ Reduce uniform | \$ | 130.00 | \$ 130.00 |
| 1 | | Ligustrum Tree TD | Remove with root ball | \$ | 390.00 | \$ 390.00 |
| 1 | | Live Oak TD | Crown thin/ Reduce | \$ | 1,150.00 | \$ 1,150.00 |
| 1 | | Jatropha Tree TD | Crown/ Reduce uniform | \$ | 130.00 | \$ 130.00 |
| 1 | | Silver Buttonwood TD | Crown thin/ Reduce | \$ | 130.00 | \$ 130.00 |
| 1 | | Sabal Palm TD | 9-3/ Seedpods | \$ | 815.00 | \$ 815.00 |
| 1 | | Areca Palm TD | Remove with root ball | \$ | 520.00 | \$ 520.00 |
| 1 | | Organic Disposal Fee | Removal of grinding and debris | \$ | 1,050.00 | \$ 1,050.00 |
| | | | | Total | | \$ 5,205.00 |



182-186 NW 2ND STREET
LANDSCAPE PROPOSAL
DELRAY BEACH, FL

NOTES:

Permit Fees are NOT included - all required permits shall be acquired and paid for by others.

Sunflower Landscaping, Inc will call Sunshine State One-Call for public utility locations. A minimum scheduling time of 72 hours is required after the acceptance of this proposal. The property owner is responsible for locating sewer/septic and other privately owned underground utilities on the property if applicable.

Plant material is bid per container size. Actual plant heights may vary due to time/season of installation. If larger containers are required to the specified heights, contractor shall pass additional costs thru to client.

- * Transplants are not included with this proposal. The above pricing reflects new landscape material with warranty. Transplants will carry a higher price with no warranty.

Excavation of existing soil, is not included with this proposal

Traffic control by others.

Irrigation is not included with this proposal. Existing irrigation shall be modified for new construction on Time & Material basis ONLY with approved Not To Exceed Budget.

Sod quantities are estimated only. Actual quantity shall be invoiced at the above unit price. Developer is responsible for final grade.

Sunflower Landscaping will warranty all trees and palms for 1 year. Shrubs will have a 90 day warranty and all warranty items shall be provided with one replacement. Warranty is not applicable for defects due to neglect by Owner, abuse or damage by others, unusual phenomena, "Acts of God" , incidents which are beyond the control of Sunflower Landscaping or Maintenance related items.