

CHANGE ORDER #6223289

DATE: April 14, 2016

PROJECT: Stonebrier Community Development District
OWNER: Stonebrier Community Development District
CONTRACTOR: ValleyCrest Landscape Maintenance, Inc.

The Contract (defined below) is modified as follows:

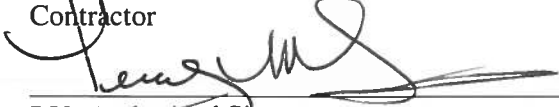
- This Change Order is subject to the terms of that "Agreement for the Provision of Landscape Maintenance Services by and between the Stonebrier Community Development District and ValleyCrest Landscape Maintenance, Inc." dated April 14, 2016 ("**Contract**").
- The scope of services under the Contract is hereby amended to additionally include the services described in the proposal attached hereto as **Exhibit A**, and at a price of \$700.00. **Exhibit A** shall be incorporated herein only to the extent that it states the scope of services for the additional labor and materials to be provided under this Change Order, and the price thereof, but otherwise no other provisions of **Exhibit A** shall be incorporated herein.
- Except as expressly stated herein, the Contract shall continue in full force and effect according to its terms. To the extent that there is any conflict between this Change Order and the Contract, this Change Order shall control.

(NOT VALID UNTIL SIGNED BY OWNER & CONTRACTOR)

ACCEPTED:
Stonebrier Community Development District
Owner

ACCEPTED:
ValleyCrest Landscape Maintenance, Inc.
Contractor

BY (Authorized Signature) _____
DATE _____


BY (Authorized Signature) _____
DATE April 14, 2016

Proposal for Extra Work at Stonebrier

Property Name	Stonebrier	Contact	Patricia Comings-Thibault
Property Address	3110 Mapleridge Drive Lutz , FL 33558	To	Stonebrier CDD
		Billing Address	c/o DPGF 1060 Maitland Center Commons Ste 340 Maitland , FL 32751

Project Name Dead oak tree
Project Description 3220 Majestic view

Scope of Work

QTY	UoM/Size	Material/Description
1.00	EACH	Flush cut and remove dead oak tree behind 3220 Majestic view
1.00	EACH	Remove old debris pile from dead oak tree

For internal use only

SO# 6223289
JOB# 342200088
Service Line 300

Total Price \$700.00

THIS IS NOT AN INVOICE

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the Client/Owner with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which

controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.

13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. We cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by ValleyCrest Landscape Maintenance within fifteen (15) days after billing, ValleyCrest Landscape Maintenance shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Customer

	Property Manager
Signature	Title
Patricia Comings-Thibault	April 14, 2016
Printed Name	Date

ValleyCrest Landscape Maintenance, Inc.

	Associate Acct Mgr Exterior
Signature	Title
Joseph Michael Economos	April 14, 2016
Printed Name	Date

Job #:	342200088	Proposed Price: \$700.00
SO #	6223289	