

**THE GROVES COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE □ 5844 OLD PASCO RD □ SUITE 100 □ WESLEY**  
**CHAPEL, FL 33544**  
[WWW.THEGROVESCDD.ORG](http://WWW.THEGROVESCDD.ORG)

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December 29, 2020

**Board of Supervisors**  
**The Groves Community**  
**Development District**

**REVISED AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of The Groves Community Development District will be held on **Tuesday, January 5, 2021 at 6:30 p.m.** to be held at The Groves Civic Center, located at 7924 Melogold Circle, Land O' Lakes, FL 34637. The following is the agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLIGENCE**
- 3. AUDIENCE COMMENTS**
- 4. BUSINESS ITEMS (PART 1)**
  - A. Public Hearing on Rules of Procedure**
    1. Consideration of Rules of Procedure Redlines.....Tab 1
    2. Consideration of Rules of Procedure - Revised December 8, 2020.....Tab 2
  - B. Discussion on Latest Financials and Procedure for Special Assessments**
  - C. Discussion on Re-Financing Current Bond/Escalating Bond Payment**
  - D. Discussion of Vesch Security Deposit**
  - E. Consideration of Reserve Study Proposals.....Tab 3**
    1. Facilities Advisors Florida, Inc
    2. Custom Reserves LLC
    3. Florida Reserve Study and Appraisal, Inc.
  - F. Acceptance of the Second Addendum to the Contract for Professional District Services.....Tab 4**
- 5. STAFF REPORTS**
  - A. District Counsel**
  - B. District Engineer**
  - C. Presentation of Aquatics Report.....Tab 5**
  - D. Clubhouse Manager**
    1. Review of Monthly Report.....Tab 6
  - E. District Manager**
    1. Review of Monthly Financials.....Tab 7
- 6. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisors' Meeting held on December 1, 2020.....Tab 8**
  - B. Consideration of Operation & Maintenance Expenditures for November 2020.....Tab 9**

- 7. **BUSINESS ITEMS (PART 2)**
  - A. Discussion of District Management Services and District Manager Roll
  - B. Discussion on Project Planning
  - C. Discussion on Communications/Newsletter Submissions
  - D. Consideration of Revised RFP and Contract for Yellowstone.....Tab 10
- 8. **SUPERVISOR REQUESTS**
  - A. Discussion on Unofficial Website
  - B. Discussion on BayScape Relationship with CDD
- 9. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Sincerely,  
**Matthew Huber**  
District Manager

# Tab 1

**MINUTES OF MEETING**

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**THE GROVES  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of The Groves Community Development District was held on **Tuesday, December 1, 2020 at 10:01 a.m.**, to be held at The Groves Civic Center, located at 7924 Melogold Circle, Land O' Lakes, FL 33637.

Present and constituting a quorum:

Bill Boutin	<b>Board Supervisor, Chairman</b>
Richard Loar	<b>Board Supervisor, Vice Chairman</b>
Jimmy Allison	<b>Board Supervisor, Assistant Secretary</b>
Christina Cunningham	<b>Board Supervisor, Assistant Secretary</b>
James Nearey	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Aimee Brandon	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
John Vericker	<b>District Counsel, Straley, Robin &amp; Vericker</b>
Mark Bufano	<b>Operations Manager</b>
Gregg Gruhl	<b>RASI</b>
Steven Brletic	<b>JMT Engineering</b>

Audience: **Present**

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Aimee Brandon called the meeting to order and performed roll call, confirming that a quorum was present.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

The Board heard audience comments regarding the following: Aquatic maintenance and resolution of ongoing complaints of debris and pond trash, recommendation for the newly paved roads to be inspected after a rain shower, volunteering to assist with Christmas holiday lighting, questions regarding street paving schedule changes, and challenges with audience members hearing the Board clearly during meetings.

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**THIRD ORDER OF BUSINESS**

**Award Recognitions**

The Chairman moved up "Award Recognitions" before Tab 1 in the agenda.

Mr. Bill Boutin discussed the recent performance of each staff member and noted how they each have gone above and beyond normal duties. The Board personally recognized, Mr. Saro Maisonet, Mr. Jeff Acres, Mr. Tyler Meltzer and Mr. Mark Bufano. The Board presented each forementioned staff member with a certificate and bonus check.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-02,  
Designating Officers for 2020 General  
Election**

Ms. Brandon presented the Board with the "Consideration of Resolution 2021-02, Designating Officers for 2020 General Election".

Mr. James Neary nominated Mr. Boutin for Chairman with a second from Mr. Allison.

On a motion from Mr. Neary, seconded by Mr. Allison the Board approved to adopt Resolution 2021-02 and Mr. Boutin as Chairman with a 4-1 vote. Not in favor was Ms. Christina Cunningham for The Groves Community Development District.

The Board received nomination from Mr. Boutin for Mr. Loar to remain as Vice Chairman.

On a motion from Mr. Boutin, seconded by Mr. Neary, the Board approved to adopt Resolution 2021-02 and Mr. Richard Loar as Vice Chairman, and Ms. Christina Cunningham, Mr. Jimmy Allison, Mr. James Neary and Mr. Matthew Huber as Assistant Secretaries for The Groves Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of Annual Pond and  
Canal Management Services Contract**

The Board discussed the "Annual Pond and Canal Management contracts".

Mr. Allison asked if the ponds have had any improvement. Mr. Loar discussed the term of the contract and recommended changing the annual contract dates to coincide with the CDD fiscal year of October 1st-September 30th.

Mr. Boutin suggested extending the current contract with Solitude for 120 days to allow time for the new District Engineer to become more familiar with the community ponds.

On a motion from Mr. Neary, seconded by Mr. Loar, the Board approved to extend the current Solitude contract for a period of 120 days for The Groves Community Development District.

85

86 **SIXTH ORDER OF BUSINESS** **Discussion Regarding Rules of**  
87 **Procedure**

88

89 The Board addressed the Rules of Procedures under Tab 3. The Board decided  
90 to continue discussion at the January 5th, 2021 meeting.

91

92 **SEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2021-03,**  
93 **Common Area Fireworks Policy**

94

95 Mr. Boutin presented the Board with the "Resolution 2021-03, Common Area  
96 Fireworks Policy", for the Boards discussion and consideration.

97

98 Ms. Cunningham suggested future Board discussions on establishing clearly  
99 defined guidelines for appropriate use of common areas.

On a motion from Mr. Neary, seconded by Ms. Cunningham, the Board approved to adopt Resolution 2021-03, Common Area Firework Policy for The Groves Community Development District.

100

101 **EIGHTH ORDER OF BUSINESS** **Staff Reports**

102

103 **A. District Counsel**

104 District Counsel, Mr. John Vericker reminded the Board that they needed to  
105 discuss the District Engineering Contract.

106 **B. District Engineer**

107 Mr. Allison discussed his research results and recommended approving the  
108 contract. Mr. Stephen Brletic requested the assistance of Ms. Brandon in  
109 acquiring documents of previous work completed by former District  
110 Engineering firm, Landmark.

On a motion from Mr. Allison, seconded by Mr. Loar, the Board approved District Engineering contract with JMT Engineering for The Groves Community Development District.

111

112 **C. Aquatics Report**

113 Mr. Boutin presented the Board with the "Aquatic Report" and opened it up for  
114 discussion. No comments were received from the Board at this time.

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118

**D. Clubhouse Manager**

The Board received the Clubhouse Manager report and update from Mr. Bufano. Mr. Bufano gave updates on the current schedule for road paving and the current progress. He also reminded the Board of the upcoming installation of the new roof that is expected to begin in two weeks. Mr. Bufano also gave an update on the status of the restaurant opening before the end of the week. Other areas of updates given were phone system, Friday missed garbage pickup and hot tub repair.

The Board was presented with the "Tennis Court Resurfacing proposal by Mr. Bufano and residents, George and Bob for the Boards consideration. George addressed the Board and discussed the difference in the specs of each vendor. George and Bob both recommended Sport Surfaces based on factors such as price, warranty and craftsmanship. Ms. Cunningham asked the gentlemen if they had personally seen an example of the companies work.

On a motion from Mr. Loar, seconded by Mr. Neary, the Board approved the Chairman to execute the agreement for Sport Surfaces in the amount of \$19,400 contingent on the results of the personal inspection of local work completed by Sport Surfaces conducted by George, Bob and Mr. Bufano, and with the authority to allow Mr. Bufano to choose the project start date for The Groves Community Development District.

**E. District Manager**

The Board received the District Manager update from Ms. Brandon. Ms. Brandon reminded the Board of the next regular scheduled Board of Supervisors' meeting on January 5<sup>th</sup>, 2021 at 6:30 p.m.

Ms. Brandon also provided an update on the insurance claim for the damaged fence and 6 hedges. Mr. Boutin discussed the hedge proposal received previously from Yellowstone for fifteen 15-gallon hedges. Mr. Boutin pointed out that the 15-gallon hedges would be too short, and he suggest getting another proposal for 30-gallon hedges to include the 6 new hedges that have to be replaced due to the car accident damage.

On a motion from Mr. Neary, seconded by Ms. Cunningham, the Board approved a total of twenty-one Sweet Viburnum, 30-gallon hedges for The Groves Community Development District.

**NINTH ORDER OF BUSINESS**

**Consideration of Minutes of the Board of Supervisors' Meeting held on November 10, 2020**

The Board was presented with the Minuets from the Board of Supervisors' meeting held on November 10, 2020. Mr. Loar and Ms. Cunningham gave corrections with an expectation that the corrections would also be emailed to Ms. Brandon.

On a motion from Mr. Neary, seconded by Mr. Allison, the Board approved, as amended, the Minutes of the Board of Supervisors' meeting held on November 10th, 2020 for The Groves Community Development District.

154  
155 **TENTH ORDER OF BUSINESS**

**Consideration of Operations and  
Maintenance Expenditures for October  
2020**

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157  
158  
159 The Board received the Operation and Maintenance Expenditures for October  
160 2020. Mr. Loar listed three invoices for Ms. Brandon to investigate and requested that  
161 the finding be communicated to the Board via email.  
162

On a motion from Mr. Loar, seconded by Mr. Allison, the Board approved to ratify the payment of the invoices of the October 2020 Operation and Maintenance Expenditures in the amount of \$85,475.67 for The Groves Community Development District.

163  
164 **ELEVENTH ORDER OF BUSINESS**

**Supervisor Requests**

165  
166 During Supervisor request, Mr. Boutin discussed the resident conduct towards  
167 CDD staff and provided a document on separate cover. The Board discussed numerous  
168 incidents of inappropriate behavior on behalf of the residents towards CDD Staff  
169 members. Mr. Boutin spoke of the previous Boards' decisions to communicate a  
170 warning and potential consequence of losing amenity privileges for a period to any  
171 resident who verbally abuses or disrespects a member of the CDD staff. Ms.  
172 Cunningham suggested implementing a zero-tolerance policy that has immediate  
173 consequence of losing key fob and amenity privilege.  
174

On a motion from Ms. Cunningham, seconded by Mr. Neary, the Board approved to enforce and take immediate action of revoking resident key fobs and amenity privileges to any resident who is caught verbally abusing or disrespecting a CDD staff member for The Groves Community Development District.

175  
176 The Board received audience comments regarding the following: feeling that the  
177 Board should be taking a stronger position regarding addressing issues, statements  
178 regarding disrespect received back from clubhouse manager, insufficient  
179 communication from the CDD Board to residents, problems with the aging community.  
180 The Board and Mr. Bufano discussed some of the audience comments.  
181

182 Continued Supervisor request, Mr. Boutin requested that District Manager, Ms.  
183 Brandon obtain bids for a new Reserve Study of the community. Proposals expected at  
184 the January 5th, 2021 CDD meeting. Mr. Allison requested an update of the culvert at  
185 Hole 10 from Mr. Bufano. Mr. Bufano requested assistance from Mr. Brletic in  
186 completing the job. Mr. Loar requested an update of the insurance claim of the flagpole  
187 damage. Mr. Boutin requested that monthly financials be added to the agenda for



188 discussion and review. Mr. Loar requested having a senior Rizzetta accountant present  
189 at an upcoming meeting to explain the financial statements in more detail.

190

191 **TWELFTH ORDER OF BUSINESS**

**Adjournment**

192

193 Mr. Boutin requested a motion to adjourn the meeting of the Board of  
194 Supervisors' for The Groves Community Development District.

195

On a Motion by Mr. Loar, seconded by Mr. Allison, and followed by a vote of all in favor, the Board of Supervisors adjourned the meeting at 12:15 p.m. for The Groves Community Development District.

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197

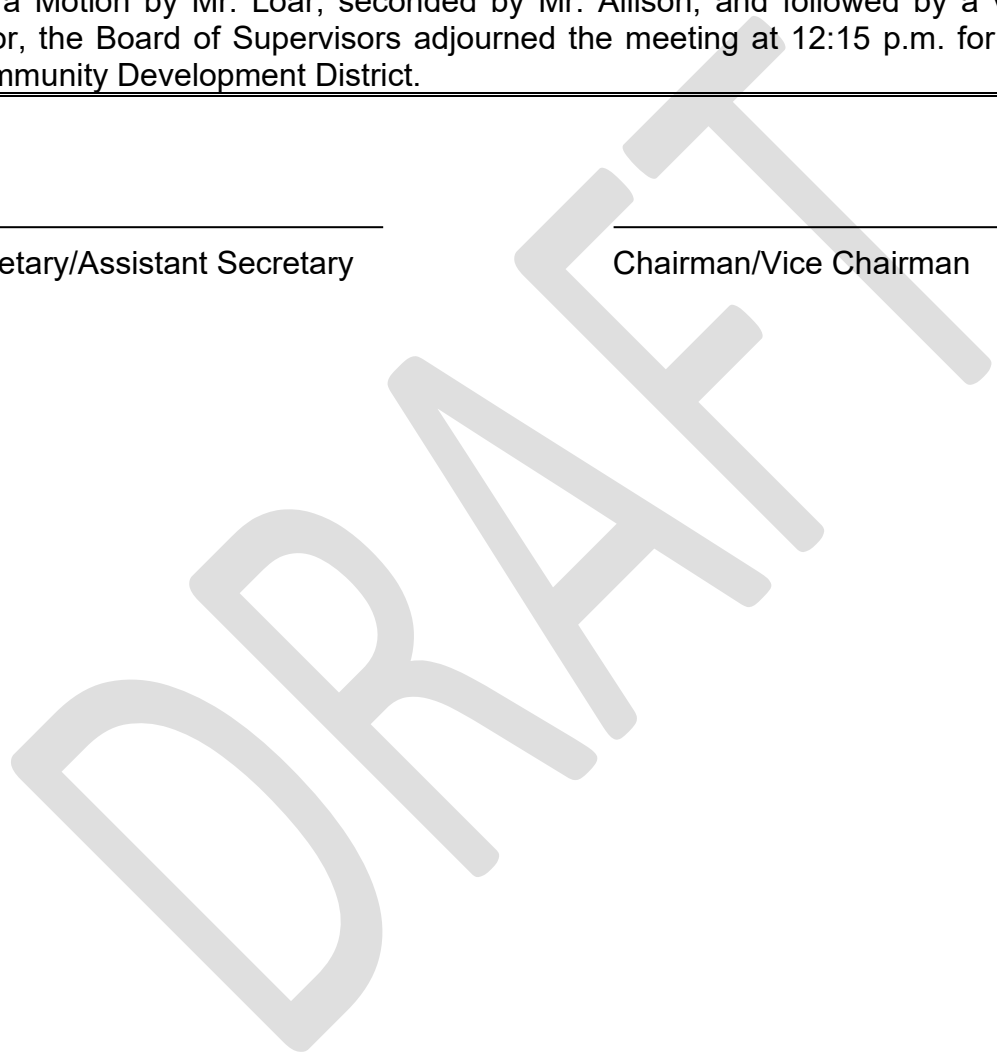
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\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman



## **Tab 2**

# THE GROVES COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

## Operation and Maintenance Expenditures November 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2020 through November 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented:    **\$108,246.00**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# The Groves Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2020 Through November 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
American Access Controls, Inc.	007295	36447	Barcode Label Black & White 11/20	\$ 1,057.28
Architectural Signage & Printing	007273	13520	Wash and Clean Front Entrance 10/20	\$ 1,885.00
Ardaman & Associates, Inc.	007274	TP24860	Micro-Surfacing Inspections 10/20	\$ 2,246.00
Board of County Commissioners	007296	20129678	2020 Solid Waste Assessment 11/20	\$ 2,087.88
Board of County Commissioners	007296	20129679	2020 Solid Waste Assessment 11/20	\$ 455.04
Brighthouse Networks	007312	046594101111020	7924 Melogold Circle-Golf & Club 11/20	\$ 613.64
Brighthouse Networks	007275	051389101102320	7924 Melogold Cir Back Gate 11/20	\$ 123.13
Brighthouse Networks	007266	088099301101920	Internet for Master Business Accts 10/20	\$ 294.84
Central Termite & Pest Control Inc.	007267	68562	Pest Control Monthly 10/20	\$ 50.00
Christina Cunningham	007298	CC111020	Board Of Supervisors Meeting 11/10/20	\$ 200.00
Citrus Seven Pump Station Services	007276	8426	Repair Irrigation Pump Station 10/20	\$ 1,312.32
Citrus Seven Pump Station Services	007276	8431	Replace Irrigation Pump Station 10/20	\$ 4,269.30

# The Groves Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2020 Through November 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
City of Clearwater	007313	4156233 11/20	7924 Melogold Circle 11/20	\$ 1,976.41
Department of Economic Opportunity	007299	82278	Special District Fee FY 20/21	\$ 175.00
Dynamic Security, Inc.	007277	2000005165	Security Services 10/10/20-10/16/20	\$ 1,425.48
Dynamic Security, Inc.	007268	2000005180	Security Services 10/17/20-10/23/20	\$ 1,425.48
Dynamic Security, Inc.	007277	2000005191	Security Services 10/24/20-10/30/20	\$ 1,425.48
Dynamic Security, Inc.	007300	2000005298	Security Services 10/31/20-11/06/20	\$ 1,425.48
Florida Department of Revenue	007301	61-8017755714 10/20	Sales & Use Tax 10/20	\$ 122.01
Florida Restaurant Equipment Inc.	007311	14428	Restaurant Equipment 11/20	\$ 4,250.00
Grau and Associates	007278	L42502676V57	Audit Services FY 09/30/20	\$ 26.00
Great Britain Tile, Inc.	007279	31718	Cafe Carpet & Tile Installation 10/20	\$ 2,527.88
Great America Financial Services Corporation	007314	28153633	Copier Maintenance/Color Images 11/20	\$ 379.80
Gulf Coast Tractor & Equipment	007302	200-2009232	Utility Vehicle Maintenance 11/20	\$ 247.38

# The Groves Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2020 Through November 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hood Master Service, LLC	007280	15778	Complete Kitchen Hood Cleaning 10/20	\$ 2,000.00
James P Nearey	007304	JN111020	Board Of Supervisors Meeting 11/10/20	\$ 200.00
Jimmy Allison	007294	JA111020	Board Of Supervisors Meeting 11/10/20	\$ 200.00
Krueger Contracting Inc.	007281	000434	Sidewalk Section Replacement 10/20	\$ 1,620.00
Krueger Contracting Inc.	007281	000435	Sidewalk Section Replacement 10/20	\$ 900.00
Marc's Concrete Decorating, Inc.	007272	2018-66	Acrylic Coating 10/20	\$ 1,400.00
Mike Fasano, Pasco County Tax Collector	007310	2020 D	Non-Ad Valorem Stormwater Assess 2020	\$ 2,726.88
Mike Fasano, Pasco County Tax Collector	007310	2020 E	Non-Ad Valorem Stormwater Assess 2020	\$ 957.60
Mr. Electric of Land O Lakes	007282	4619907	Electrical Services 10/20	\$ 1,458.82
Pasco County	007283	14097287	7924 Melogold Cir 10/20	\$ 25.48
Pasco County	007305	14138962	7320 Land O Lakes Blvd 11/20	\$ 250.26
Pasco County	007305	14138963	0 Festive Grove Blvd 10/20	\$ 37.69

# The Groves Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2020 Through November 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Pasco County	007305	14139113	7924 Melogold Circle Hydrant 10/20	\$ 420.26
Pasco County	007283	14139114	7924 Melogold Circle Hydrant 10/20	\$ 1,600.20
Richard Loar	007303	RL111020	Board Of Supervisors Meeting 11/10/20	\$ 200.00
Rizzetta & Company, Inc.	007269	INV0000054261	District Management Fees 11/20	\$ 6,449.17
Rizzetta Amenity Services, Inc.	007284	INV00000000008080	Bi-Weekly Payroll-Insurance Reim 10/20	\$ 5,717.82
Rizzetta Amenity Services, Inc.	007315	INV00000000008137	Bi-Weekly Payroll-Insurance Reim 11/20	\$ 7,742.47
Rizzetta Amenity Services, Inc.	007315	INV00000000008111	Out of Pocket Expenses 10/20	\$ 118.36
Rizzetta Amenity Services, Inc.	007284	INV000000008021	Out of Pocket Expenses 09/20	\$ 292.97
Rizzetta Technology Services, LLC	007270	INV0000006544	Email & Website Hosting Services 11/20	\$ 175.00
RyCo Enterprises, Inc.	007285	1415	Demo 50 Sq Ft Tile 10/20	\$ 3,400.00
Securiteam, Inc.	007286	20124	Service Call - Reboot System 10/20	\$ 125.00
Securiteam, Inc.	007306	20145	Service Call 11/20	\$ 5,130.62

# The Groves Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2020 Through November 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Solitude Lake Management LLC	007287	PI-A00499857	Grass Carp Stocking 10/20	\$ 1,320.00
Special Markets Insurance Consultants, Inc.	007316	111920	Accident Medical Insurance 11/20	\$ 300.00
Steve Gaskins Contracting, Inc.	007288	26339	Off Duty Deputy & Scheduler Fee 10/20	\$ 524.00
Straley Robin Vericker	007289	18950	Legal Services 10/20	\$ 3,267.70
The Groves CDD	CD382	CD382	Debit Card Replenishment	\$ 4,482.34
The Groves CDD	CD383	CD383	Debit Card Replenishment	\$ 4,210.23
The Groves CDD	CD384	CD384	Debit Card Replenishment	\$ 4,850.48
Tibbetts Lumber Co., LLC	007290	4347384	Lumber 09/20	\$ 2,923.60
Triton Pool and Spa Services	007317	971363	Hot Tub Heater Installed 11/20	\$ 2,500.00
US Bank	007307	5910044	Trustee Fees S2007 10/1/20-09/30/21	\$ 3,300.00
Verizon Wireless	007271	9864827997	713738176-00001 10/20	\$ 34.77
Waste Management Inc. of Florida	007291	0582960-1568-6	Waste Disposal Services 11/20	\$ 338.93



## The Groves Community Development District

### Paid Operation & Maintenance Expenditures

November 1, 2020 Through November 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Wilbur H. Boutin Jr	007297	BB111020	Board Of Supervisors Meeting 11/10/20	\$ 200.00
Wilkes Air Conditioning LLC	007292	947	Replaced Fuse On Ac System 10/20	\$ 255.00
Withlacoochee River Electric Cooperative, Inc	007308	Summary Elec 10/20	Summary Electric 10/20	\$ 5,143.62
World of Lawn craft LLC	007309	259-2	Lake Side Clean Up Of 10 Home 11/20	\$ 1,200.00
Yellowstone Landscape	007293	TM 161221	Irrigation Repairs 10/20	<u>\$ 245.90</u>
<b>Report Total</b>				<b><u>\$ 108,246.00</u></b>

## **Tab 3**

## LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

This Agreement (“Contract”) is made between THE GROVES COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the State of Florida (hereinafter referred to as “District” or “Owner”) located at 5844 Old Pasco Road, Ste. 100, Wesley Chapel, FL 33544, and Yellowstone Landscape. (hereinafter referred to as “Contractor”) located at 30319 Commerce Drive, San Antonio, FL 33576.

### RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities for certain infrastructure improvements; and

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

WHEREAS, Contractor submitted a proposal, attached hereto as Exhibit “B” (hereinafter “Proposal”) and incorporated herein by reference, and represents that it is qualified to serve as a landscape maintenance contractor and provide services to the District.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and District agree as follows:

### **I. INCORPORATION OF RECITALS**

The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

### **II. DESCRIPTION OF WORK**

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the scope of services attached hereto as Exhibit “A” (hereinafter referred to as the “Contract Work”). Contractor shall perform in accordance with the Proposal attached hereto as Exhibit “B”. Maps of the areas to be maintained are attached hereto as Exhibit “C”.

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Contract Work in accordance with the Proposal and attached specifications. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards. The performance of all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the District.

1. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the

District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.

2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
3. The District shall designate in writing one or more individuals to act as the District's representative(s) with respect to the Contract Work. The District's representative(s) 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 Contract Work.
4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
5. The Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items that should be performed before the next walk through. The District will be responsible for scheduling the quarterly inspections. The District must have no less than fourteen (14) days' notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work.
6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.
7. 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 Contract Work specified herein. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Contract Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
8. In the event of a declared emergency or disaster, Contractor shall provide the District the following Time and Materials services:

- a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, as supplied in Bid Form, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
- b. Hourly rates for equipment applies only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- d. Disaster Recovery Assistance Services shall not exceed a total of seventy (70) hours worked for each declared emergency/disaster.
- e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
- f. District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

### **III. CONTRACT SUM; TERM**

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of One Hundred Forty-One Thousand Five Hundred Seventy-Eight Dollars and no/100 per year as detailed in Exhibit "B", payable in monthly installments as detailed below, for a term of one (1) year with the option to renew for two (2) additional one (1) year periods unless terminated earlier as provided in this Contract.

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
2. 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.
3. Contractor shall invoice the District monthly for services provided during the previous month pursuant to the terms of this Agreement. The District shall provide payment within thirty (30) days of receipt of invoices. As compensation for the work, the District agrees to pay Contractor \$9,759.75 per month during the Initial Term, \$9,759.75 per month during the First Annual

Renewal, and \$9,759.75 per month during the Second Annual Renewal. Such compensation covers only the items specified in Parts 1 and 4 of the Contractor's Bid Form. Additionally, for the services specified in Parts 2, 3, 5 & 6 of the Contractor's Bid Form attached as **Exhibit "B"**, the District agrees to pay Contractor when the services are rendered using the pricing specified in the Contractor's Bid Form in the month after the services were performed and after required documentations (if any) have been provided. Contractor shall not perform mulching or annual installation services listed in **Exhibit "A"** without the prior written approval of the District.

#### **IV. TIME OF COMMENCEMENT**

The work to be performed under this contract shall commence after providing District the requisite insurance referenced herein and no later than October 1, 2016.

#### **V. CONTRACTOR'S REPRESENTATIONS**

In order to induce the District to enter into this Contract, Contractor makes the following representations, upon which the District has actually and justifiably relied:

1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.
2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.
3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.

#### **VI. DUTIES AND RIGHTS OF CONTRACTOR**

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment, Uniforms: Contractor shall always maintain 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 Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. 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.

3. **Furnishing of Labor, Materials/Liens and Claims:** Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Contract. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Contract, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Contract, may terminate this Contract to be effective immediately upon the giving of notice of termination.
4. **Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:** Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to 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 Contract or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
5. **Responsibility for Negligence of Employees and Subcontractors:** Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
6. **Safety Precautions and Programs:** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. 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.

## **VII. INDEMNIFICATION**

The Contractor does hereby indemnify and hold harmless the District, its officers, agents and employees, from liabilities, damages, losses and costs of every kind (including but not limited to reasonable attorney's fees, consequential and punitive damages) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Contract Work. The foregoing indemnification includes agreement by the Contractor to

indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract.

*It is understood and agreed that this Contract 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 Contract.*

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 Contract 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.

The Contractor shall and does hereby indemnify and hold harmless the District and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

## **VIII. INSURANCE**

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
2. **WORKERS' COMPENSATION:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. 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.
3. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
4. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.



5. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
6. Each insurance policy required by this Contract shall:
  - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
  - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
8. 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 Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract 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.
10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.
14. 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 and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

## **IX. EARLY TERMINATION FOR BREACH OF CONTRACT**

1. Contractor's Termination. Contractor may terminate this Contract with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.
2. Owner's Termination. Owner may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor. On such termination, the District may take possession of the work site and all materials thereon, and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, Owner will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to Owner within ten (10) days after written notice.

On a default by Contractor, Owner may elect not to terminate the contract, 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. Owner specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

## **X. ATTORNEY'S FEES**

If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

## **XI. MISCELLANEOUS**

1. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.
2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District's successors, assigns, and legal representatives of the District in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the District are personally or individually bound by this Contract.

3. This Contract is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
4. Nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. This Contract has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Contract and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
6. The laws of the State of Florida shall govern all provisions of this Contract. In the event the parties to this Contract cannot resolve a difference with regard to any matter arising here from, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Pasco County, Florida.
7. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
8. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
9. The execution of this Contract 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.
10. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.
12. 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 (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.
13. To the extent that the terms described in the attachments conflict with the terms of this Contract document, the terms of this Contract and the original RFP shall control.
14. Notices: Unless specifically stated to the contrary elsewhere in this Contract, where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first:



**To Owner:** The Groves Community Development District  
c/o Ms. Angel Montagna  
Rizzetta & Company, Inc.  
5844 Old Pasco Road, Ste. 100  
Wesley Chapel, Florida 33544

**With a copy to:** John Vericker, District Counsel  
Straley & Robin  
1510 W. Cleveland Street  
Tampa, FL 33606

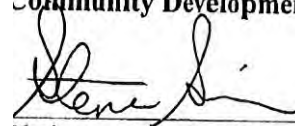
**To Contractor:** Jon Souers  
Yellowstone Landscape  
30319 Commerce Drive  
San Antonio, FL 33576

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Contract on the day and year first written above.


ATTEST:

  
Secretary /  cretar


**The Groves  
Community Development District**

  
Chairman, Board of Supervisors

ATTEST:

  
by: Jon Souers

Yellowstone Landscape,  
a \_\_\_\_\_

  
Title: Regional Vice President

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

## SCOPE OF SERVICES

### PART 1

#### **GENERAL LANDSCAPE MAINTENANCE**

**1.) MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

Contractor shall dedicate at least one employee to be on site five (5) days a week and an additional employee 2-3 days a week to perform continuous maintenance of the CDD-Maintained common areas as well as monitor and remedy any issues ranging from irrigation breaks to insect infestation.

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches & Tifway Bermuda at a height of three quarter (3/4) to one and one half (1 1/2) inches. Rotary Mowers are preferred for heights above one (1) inch. **Reel type mowers are required to be used on all Bermuda turf.** Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise large clumps of clippings **MUST** either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of The Groves CDD's Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary upon prior approval. Any lawn that dies or becomes weak or unsightly (including heavy weed infestation, excessive insect or disease damage, etc.) shall be replaced at the sole cost of the Contractor. This excludes damage from water restrictions (only if automatic irrigation is completely and legally banned by the State and/or local authorities).

**1A) POND MOWING** – Unless otherwise directed, all ponds identified as such on the overall The Groves Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at water's edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4 1/2) inches. This is slightly higher than the mow height of flatter areas in common area Bahia

plantings to minimize pond bank erosion. **The Groves requires a one foot (1') wide strip around each pond to be maintained no lower than.** Unless otherwise directed, pond banks will be mowed and trimmed to water's edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the pond bank and increase the chances for pond bank erosion. Also, when line trimming at water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as the perimeter mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) **EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. **Chemical edging shall not be permitted anywhere on property.**

**AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (i.e., MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. THE ENTIRE PROPERTY MUST BE MOWED, EDGED, LINE-TRIMMED AND ALL DEBRIS BLOWN OFF ALL PAVEMENT AROUND ALL RUNNING BUSINESS AND RESIDENT USEABLE AREAS WITHIN ON (1) HOUR. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.**

3) **TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously, as needed, throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from all trees on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed



from the entire tree regardless of height. Crape Myrtles are not to be “hat raked” at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of The Groves. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor’s responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District’s representative, will proceed with the pruning activity. However if pruning will NOT bring the area into compliance (perhaps due to permanent existing grades), another solution will need to be proposed and executed.

Palms: All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning of palms shall never raise the canopy above the three o’clock – nine o’clock horizontal. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Flower/Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall utilize sterilized pruning equipment (preferably having a minimum of two sets of pruning tools to allow sterilization of previously used equipment between palms). Contractor shall pay careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

The palms on the pool deck (and all other plant material, in general, on the pool deck) shall be inspected during every maintenance visit and pruned as necessary in order to keep this area safe, neat and attractive.

**4) WEEDS AND GRASSES** – All shrub & groundcover beds as well as all turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES**

**BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

**NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.**

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

**5) MAINTENANCE OF PAVED AREAS** – All paved areas shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curb line expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

**6) CLEAN UP** – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. No clippings shall be blown curb inlets.

**7) REPLACEMENT OF PLANT MATERIAL** – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance or for the duration of the Contractor's contract, whichever is greater.

#### **Pre-Existing Conditions**

The contractor shall not be held responsible for landscape deficiencies that may exist prior to the effective date of this agreement. A written list of these pre-existing conditions (including costs associated with their remedies) shall be prepared for The Groves Community Development District by the Contractor, for the Contractor to correct at the District's expense upon the District's written approval. Such pre-existing conditions, upon the written approval of the District, shall be corrected

within a designated timeframe provided by the Contractor. If any conditions are deemed to be normal landscape maintenance procedures, the Contractor shall have a 90-day Grace Period from execution of Contract to correct such deficiencies. If deficiencies are not repaired and/or otherwise resolved satisfactorily, then the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice.

### **Reporting**

Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule for the upcoming month. The Contractor shall also report on any deficiencies or items needing attention relating to disease and insects or other afflictions. Contractor shall prescribe the treatment plan he is to follow to remedy such afflictions.

**PART 2**  
**FERTILIZATION**

Although there is not a fertilizer ordinance in place for Pasco County specifically banning fertilizers during a specific season(s), it is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF PASCO COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for central Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, central Florida is determined by anything south of a line running east-west from coast to coast through Ocala and north of a line between Tampa & Vero Beach.)

**All Bahia Sod:**

March	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H <sub>2</sub> O/1,000 SF)
October	A complete fertilizer based on soil tests + PreM

**All St. Augustine Sod:**

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H <sub>2</sub> O/1,000 SF)
August	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + PreM

**All Bermuda Sod:**

March	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	A complete fertilizer based on soil tests
August	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H <sub>2</sub> O/1,000 SF)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S REponsIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

#### **SHRUB, TREE & GROUNDCOVER FERTILIZATION:**

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.**

#### **PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

**Fertilizer shall not be billed equally on a monthly basis but invoiced the month after application.**

**CONTRACTOR shall provide the DISTRICT with PALM fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity prior to purchase. This is to allow time to verify nutrient sources for the macro and micronutrients ensuring they are in slow-**

**release or water-soluble forms. Contractor is to provide fertilizer analysis to verify nutrient sources to the Operations Manager. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.**

## PART 3

### PEST CONTROL

**Insects and Disease in Turf** Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for “formula” under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

**Insects and Disease Control for Trees, Palms and Plants** The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the CDD’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.**

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor’s full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor’s responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor’s responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems, it will be the Contractor’s responsibility to treat pest within five (5) working days of the date of notification.

**Fire Ant Control Contractor** is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as “Parcels Mowed by the CDD” on the Maintenance Exhibit. These areas are indicated with a dark green color. This is not to include the areas along the roadway south of Hole #2 along US 41. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

**Pest Control will not be included as a standard line item in each monthly billing but shall be invoiced as a separate line item the month after service is rendered.**

**Pest Control shall be included in the Contract Amount.**



## PART 4

### **IRRIGATION SYSTEM MONITORING AND MAINTENANCE**

**Irrigation System:** The Contractor shall inspect and test ALL irrigation system components one (1) time per month. Inspections shall include all the existing irrigation systems (approximately 47 zones & 7 battery-operated), 7 irrigation controllers (Toro). Irrigation controllers are shared with the HOA and there are overlapping zones. Coordination and communication is vital for the success of the system. Contractor shall only utilize certified irrigation technicians on The Groves property.

#### A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

#### B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities weekly and inform Operations Manager of any findings immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

#### C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes
5. Each head, seal, nozzle, in-line filter & strainer are to be inspected for adjustment & shall be aligned, packed, cleaned & repaired as necessary. Any filter screens in the lake shall be inspected monthly for clogging & replaced quarterly. Filters on all pumps shall be checked & cleaned at a minimum monthly.

#### D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components, locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and unit pricing for routine & non-routine maintenance as a separate price from this bid. (i.e. valves of varying sizes, solenoids, etc.)

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer are to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers, and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

**Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion.**

**Assuming the Board of Supervisors approves the repairs listed in the 30-day audit and after such repairs have been made, after the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings.** Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Pasco County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District

representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

## PART 5

### **INSTALLATION OF MULCH**

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bed lines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required total depth of 3", sufficient mulch shall be supplied by Contractor at no additional cost to District.

**This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.**

**The CDD reserves the right to subcontract out any and all mulching events.**

## PART 6

### ANNUAL INSTALLATION

**Planting of Annuals.** After prior approval by the Board of Supervisors, Contractor shall replace approximately Eight Hundred Fifty (850) annuals in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. Prior to replacement, selection and approval from the Board is required. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will always keep such beds free of weeds until the next planting rotation occurs, however, beds cannot be allowed to remain bare for more than two weeks. In such case, they shall be replaced at Contractor's expense. Timing shall be centered around a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Dec, Mar, Jun, Sep)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular deadheading, necessary soil adjustments, soil additives, fungicides, and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the summer rotation (June) at no additional cost to District, a major renovation of all annual beds. All old potting soil shall be removed, and a new potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The CDD reserves the right to subcontract out any and all annual installation events.

**EXHIBIT "B"**

**BID PROPOSAL FORM**

**THE GROVES COMMUNITY DEVELOPMENT DISTRICT**

**BID FORM**

**THE GROVES  
COMMUNITY DEVELOPMENT DISTRICT  
LANDSCAPE & IRRIGATION MAINTENANCE  
REQUEST FOR PROPOSALS**

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

**PART I**

**General Landscape Maintenance** \$ 111,672.00 **Yr**

- Stonn Cleanup \$ <u>75.00</u> /hr ( <b>do not include in General Landscape Maintenance total or Grand Total</b> )
- Freeze Protection (description of ability) _____ Per the districts request, Y llowstone Landscape <b>WI!!</b> provide labor to cover and uncover freeze susceptible plants
_____ PerHour \$ 30.00 /applicatieR ( <b>do not include in General Landscape Maintenance total or Grand Total</b> )
- Hand Watering ( <b>do not include in General Landscape Maintenance total or Grand Total</b> ) \$ 30.00 /hr for employee with hand-held hose \$ 90.00 /hr for water truck/tanker

Complete removal of Spanish & Ball Mosses is required for ALL Crape Myrtles during the dormant season & up to a 15' height for all other COD-maintained trees as needed. Please provide an optional price to perform this removal on the entire tree for all COD-maintained trees.

\$ 7,750.00 **Yr** **Do not include grand total. Informational Purposes Only.**

**PART 2**

**Fertilization (All labor and materials)** \$ 20,961.00 **Yr**

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb.	20-0-10 w/ Pre -M	1	250	800.00
April	20-0-0	.5	150	800.00
May	24-2-11	1	250	800.00
July	Fe	-	45	800.00
August	24-2-11	1	250	800.00
Oct.	9-0-24 w/ Pre -M	1	250	800.00

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1 000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	20-0-10 w/ Pre-M	1	200	300.00
April	20-0-0	.5	125	300.00
June	24-0-11	1	200	300.00
Aug	Fe	-	36	300.00
October	9-0-24 w/ Pre-M	.5	200	300.00

TIFWA Y BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1 000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	15-0-15	1	450	1469.00
April	20-0-0	.5	270	1469.00
May	24-2-11	1	450	1469.00
July	24-2-11	1	450	1469.00
August	Fe	-	81	1469.00
Sept.	24-2-11	1	450	1469.00
Nov.	24-2-11	1	450	1469.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/10 00 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	1	250	1026.00
June	8-10-10	1	250	1026.00
Oct.	8-10-10	1	250	1026.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12+4	3	48	200.00
June	8-2-12+4	3	48	200.00
Sept.	8-2-12+4	3	48	200.00
Nov.	8-2-12+4	3	48	200.00



Please list any additional fertilization for those plant materials requiring specialized applications. (i.e., Knockout Roses, Crape Myrtles, Loropetalum, etc.)

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	APPLICATION RATE (LBS. / 1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	21-0-0	.5	5	125.00
May	21-0-0	.5	5	125.00
August	11-0-0	.5	5	125.00
October	21-0-0	.5	5	125.00

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

**PART 3**

**Pest Control** (All labor and materials) \$ 3,500.00 Yr (if entire pesticide allowance is required)\*

\* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication /control of all weeds, pests and diseases after the allowance listed above has been exhausted.

**Application of Top Choice for annual treatment of Fire Ants**

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas (indicated as dark green on the maintenance exhibit).

\$ 3,250.00 / Yr

**Top Choice application will be performed at the sole discretion of the District's BOS's**  
*(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)*

**OTC Injections will be performed at the discretion of the District's BOS**  
*(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)*

**OTC Injections** (All labor and materials)

\$ N/A / Yr (based on quantities below)  
**(OTC injections per specs - do not include in Grand Total)**

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation (One Cartridge)	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

**PART4**

**Irrigation** (All labor and materials) \$ 5,445.00 /Yr

<p>Freeze Protection (description of ability) _____  Per the districts request, <u>Yellowstone Landscape</u> will cover and uncover freeze susceptible parts</p> <hr/> <p>\$ <u>55.00</u> /appliance (do not include in Irrigation Total or Grand Total) per hour</p> <p>After hours emergency service hourly rate \$ <u>75.00</u> /hr. (i.e. broken mainlines, pump &amp; wells, etc.)</p> <p>Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.</p> <hr/> <hr/> <hr/> <hr/>
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**PARTS**

**Installation of Pine Bark Mulch (medium)** (All labor and materials) \$ 20,025.00 /Yr  
(if both topdressings are performed - **do not include in Grand Total**)

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

350 CY Medium Pine Bark Mulch per specs for the first top-dressing at \$ 44.50 /CY (app. October)

And

100 CY Medium Pine Bark Mulch per specs for the second top-dressing at\$ 44.50 /CY  
(app. April)

**Each top-dressing shall leave all beds with a depth of 3" after compaction**

**The DISTRICT reserves the right to subcontract any mulching event to an outside vendor**

## **PART6**

**Annual Installation** (All labor and materials)

Contractor shall install 850 (4") annuals up to four (4) times per year per specs at the direction of the District at \$ 1.50 /annual plant

\$ 1,275.00 /rotation

\$ 5,100.00 /Yr. (if all rotations are performed)

(Do not include in Grand Total)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

**GRAND TOTAL (PARTS 1, 2, 3 & 4 -This is what contract will be written for)**

\$ 141,578.00 /Yr

FIRST ANNUAL RENEWAL \$ 141,578.00 /Yr

SECOND ANNUAL RENEWAL \$ 141,578.00 /Yr

Contractor/Firm Name Yellowstone Landscape.

Firm Address 30319 Commerce Dr.

City/State/Zip San Antonio, FL 33576

Phone Number 813-223-6999

Fax Number 813-279-6263

Name and Title of Representative Jon Souers, Client Relations Manager

(Please Print)

Representative's Signature



Date 7-22-2016

ADDENDA - Bidder acknowledges the receipt of Addendum No.'s

1. X 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_

Dated this 22nd day of July 2016



813.223.6999 tel  
813.279.6263 fax

30319 Commerce Drive  
San Antonio, FL 33576

[www.yellowstonelandscape.com](http://www.yellowstonelandscape.com)

## **The Groves CDD**

**Irrigation Hourly Rate:**

**\$55.00**

**EXHIBIT "C"**

**MAINTENANCE EXHIBIT**